

RESOLUTION OF THE CITY COUNCIL

No. 238

Approved June 7, 2016

WHEREAS, To effectuate its goal of redevelopment, the Providence Redevelopment Agency (the "Agency") is transferring real properties currently held by the Agency located at the following address 5 Exchange Street, Providence, RI 02903 for commercial use; and

WHEREAS, Upon receipt of the funds at closing of said transfer or any future transfer: (1) the Agency will be reimbursed for its reasonable expenses directly related to the property; (2) the amount of taxes abated herein will be paid to the City of Providence General Fund; (3) \$50,000 will be paid to the "City Council Parks and Recreation Fund"; and (4) the remaining funds shall be split seventy percent (70%) to the City of Providence and thirty percent (30%) to the Agency.

NOW, THEREFORE, BE IT RESOLVED, That the taxes from the years of 2014 and 2015, in the amount of \$118,847.63 (One hundred and eighteen thousand, eight hundred and forty-seven dollars and sixty-three cents), assessed upon 5 Exchange Street, Providence, a 24,249 Sq. Ft. parcel lot, Assessors Plat: 019 Lot:120, along with any associated interest, penalties and intervening taxes are hereby abated in whole and that the property is declared exempt in accordance with Rhode Island General Law 45-32-40 while under Agency ownership.

IN CITY COUNCIL

JUN 02 2016

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE

Mayor

Date:

6/7/16

MUNICIPAL LIEN CERTIFICATE
CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR
CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
February 29, 2016	019	0120	0000	5 Exchange St	108,040	1

ASSESSED Providence Redevelopment Agency
OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
15	RE	\$58,596.96	\$0.00	\$0.00	\$0.00	\$58,596.96	\$4,687.76	\$63,284.72	Providence Redeveloppr
14	RE	\$59,747.64	\$300.00	\$0.00	\$0.00	\$60,047.64	\$12,009.53	\$72,057.17	Providence Redeveloppr
		<u>\$118,344.60</u>	<u>\$300.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$118,644.60</u>	<u>\$16,697.29</u>	<u>\$135,341.89</u>	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10,12,13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

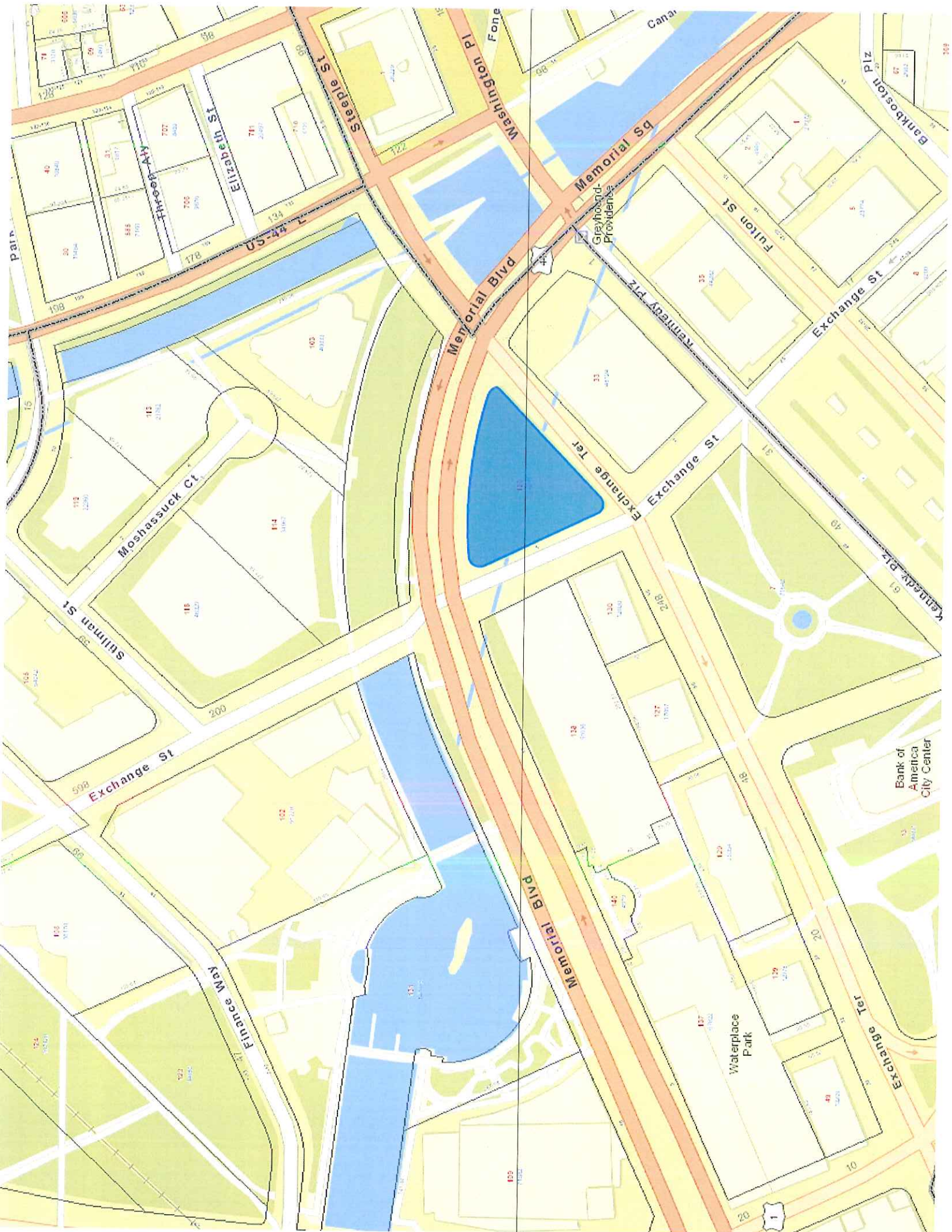
Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO:

Pick-up


JOHN A. MURPHY
CITY COLLECTOR

MARIA MANSOLILLO
DEPUTY CITY COLLECTOR





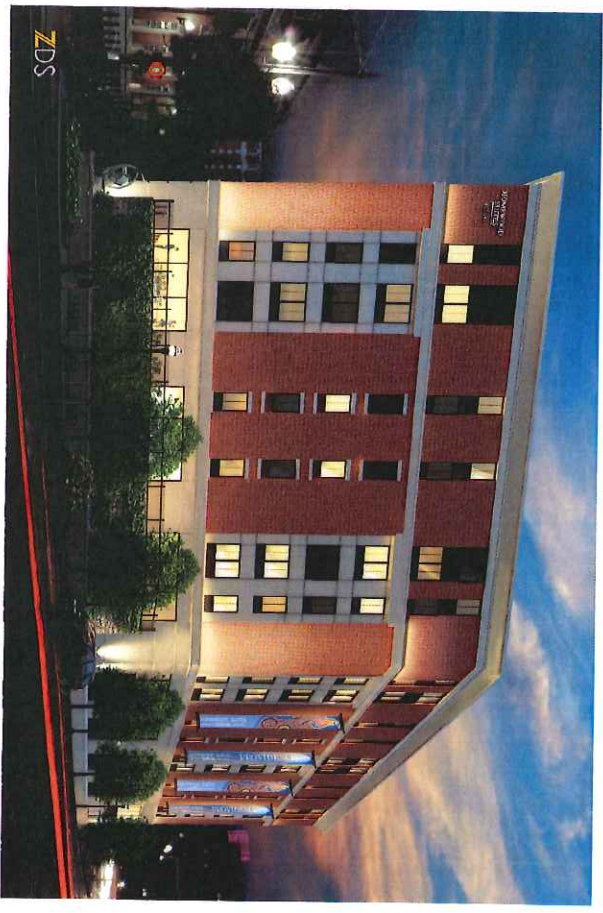
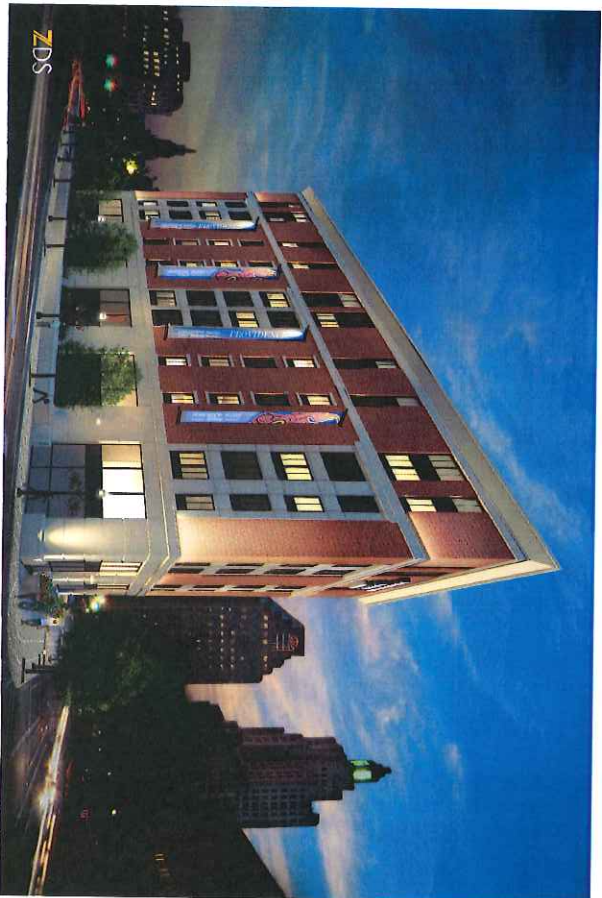
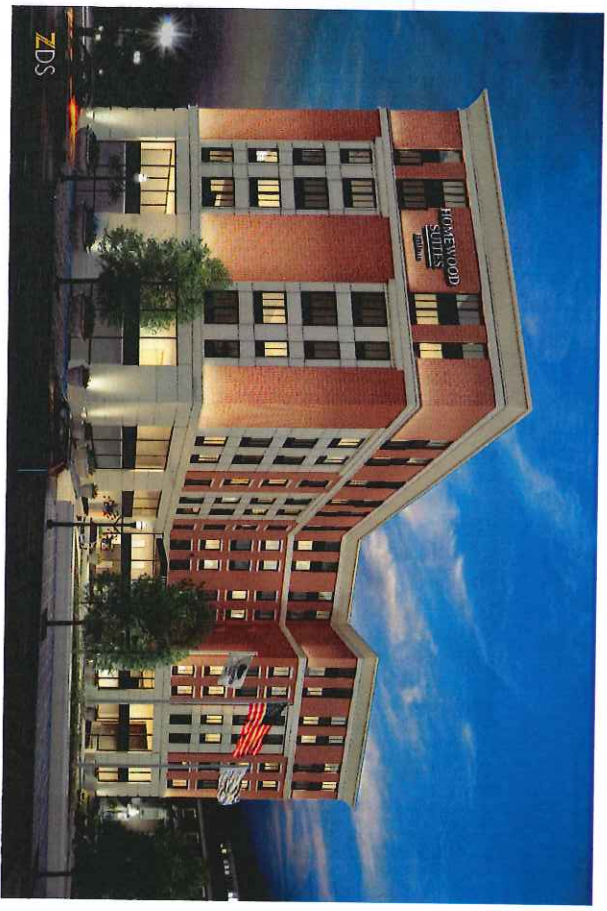
HOMEWOOD SUITES AT PARCEL 12

DECEMBER 2015

Drawing List

Cover	
R100	Renderings
C-01	Illustrative Site Plan
A001	Site Plan
A100	Ground Floor Plan
A101	Lobby Floor Plan
A102	Typical Guestroom Plan
A103	Guestroom Enlarged Plans
A200	Elevations
A201	Elevations
A202	Elevations
A300	Sections
C-02	Enlarged Illustrative Site Plans
C-03	North-East Perspective
C-04	Palette of Materials

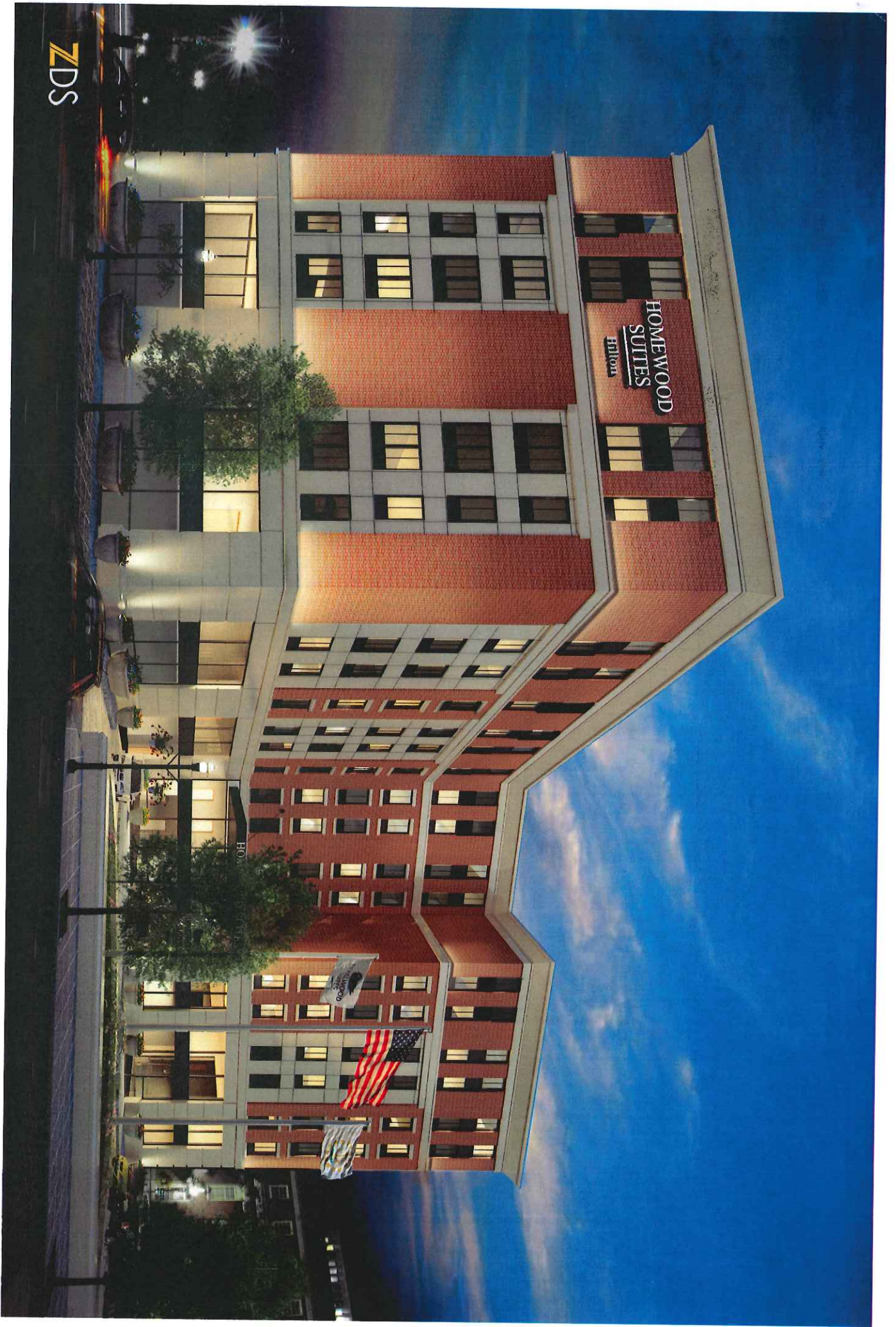




DECEMBER 2015

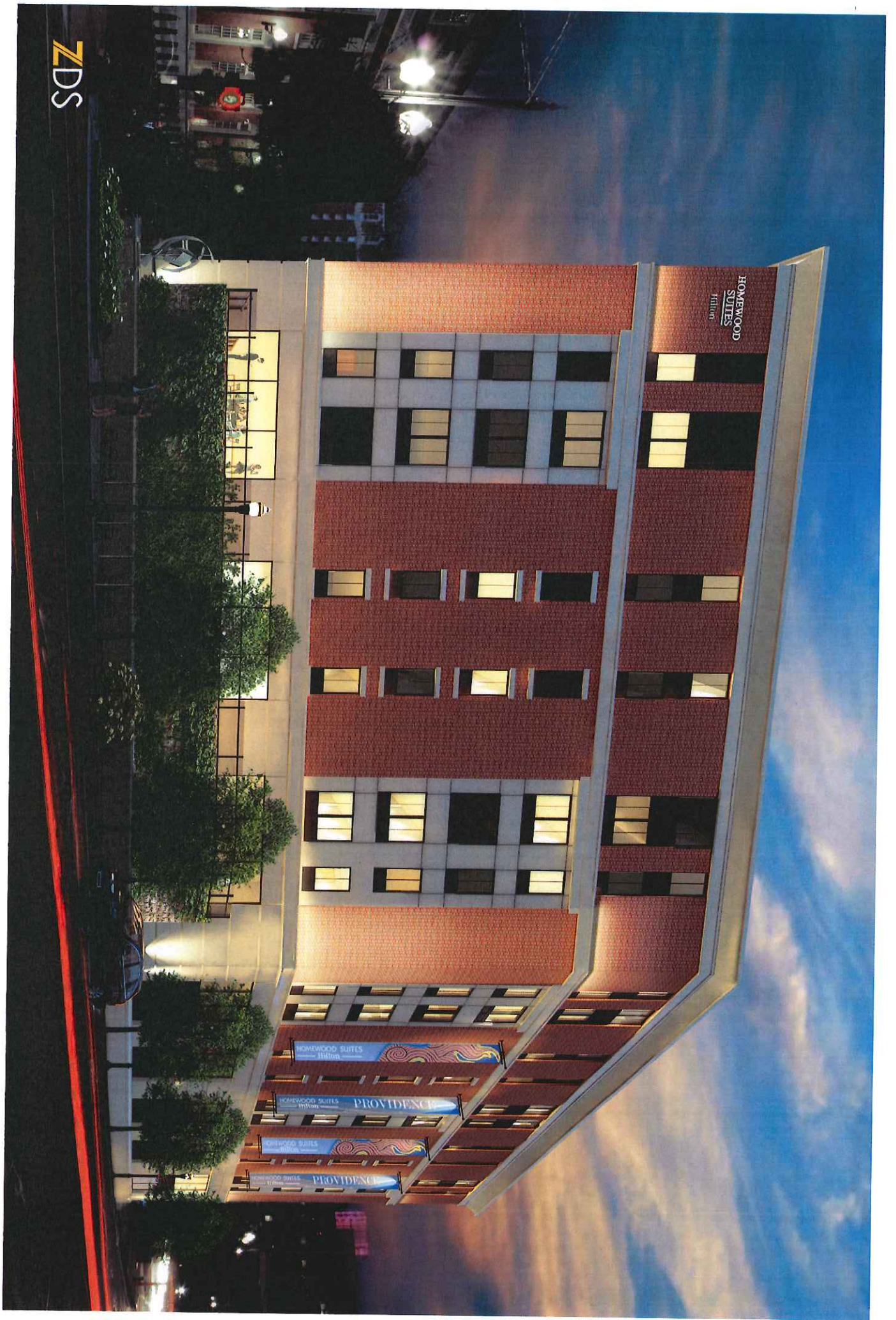
EXTERIOR RENDERINGS





ZDS





HOMewood
SUITES
by Hilton

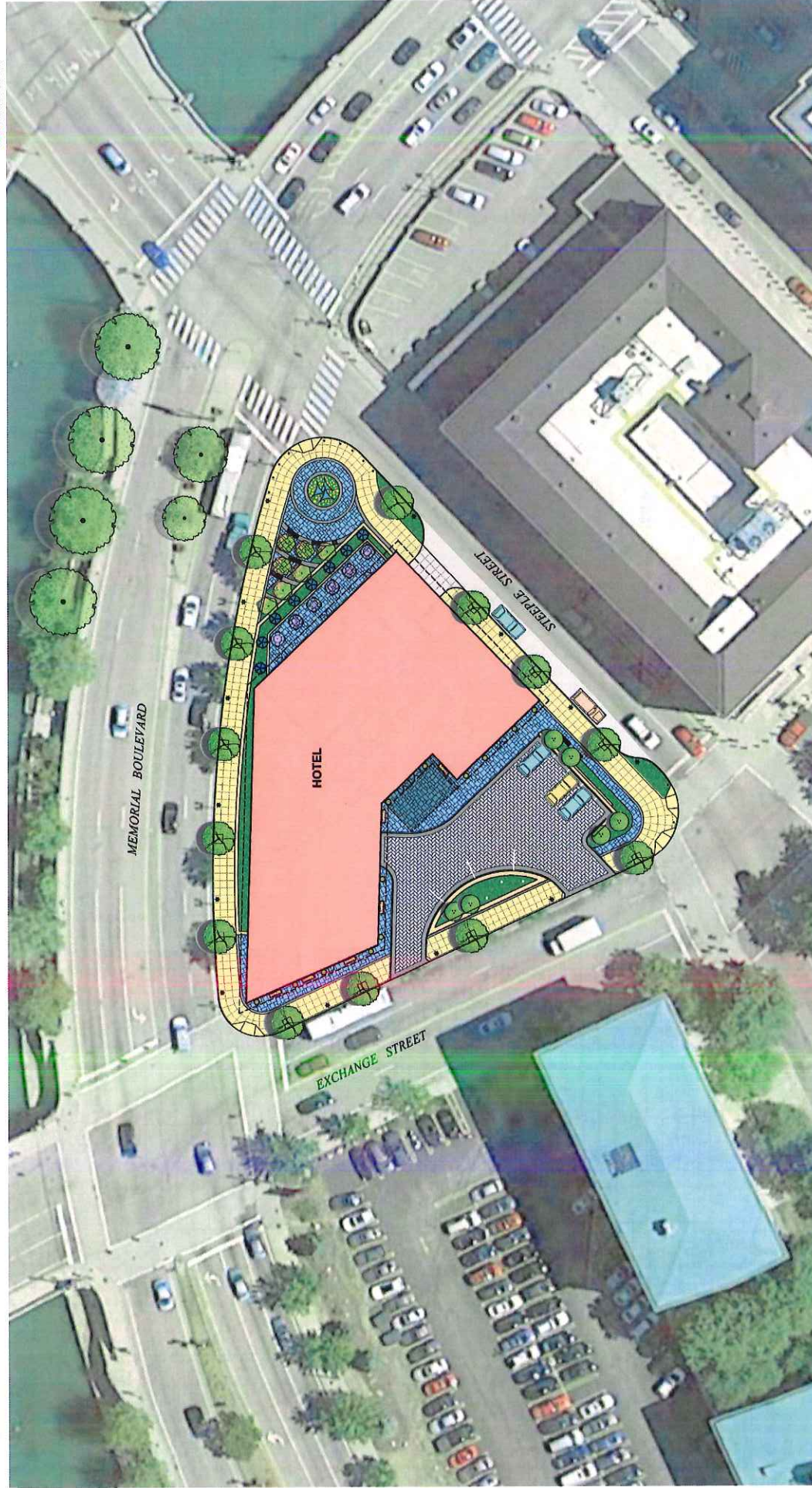
HOMewood SUITES
by Hilton

PROVIDENCE

HOMewood SUITES
by Hilton

PROVIDENCE

ZDS



ILLUSTRATIVE SITE PLAN
DECEMBER, 2015
CONCEPTUAL



ZDS inc
100 Dorrance Street, Suite 20
Providence RI



Client

FIRST BRISTOL CORPORATION
81 BENTLEY, INDUSTRIAL, SUITE 100

Consultants

Landscape



Structural

VEITASVEITAS
pue engineers

[illegible]

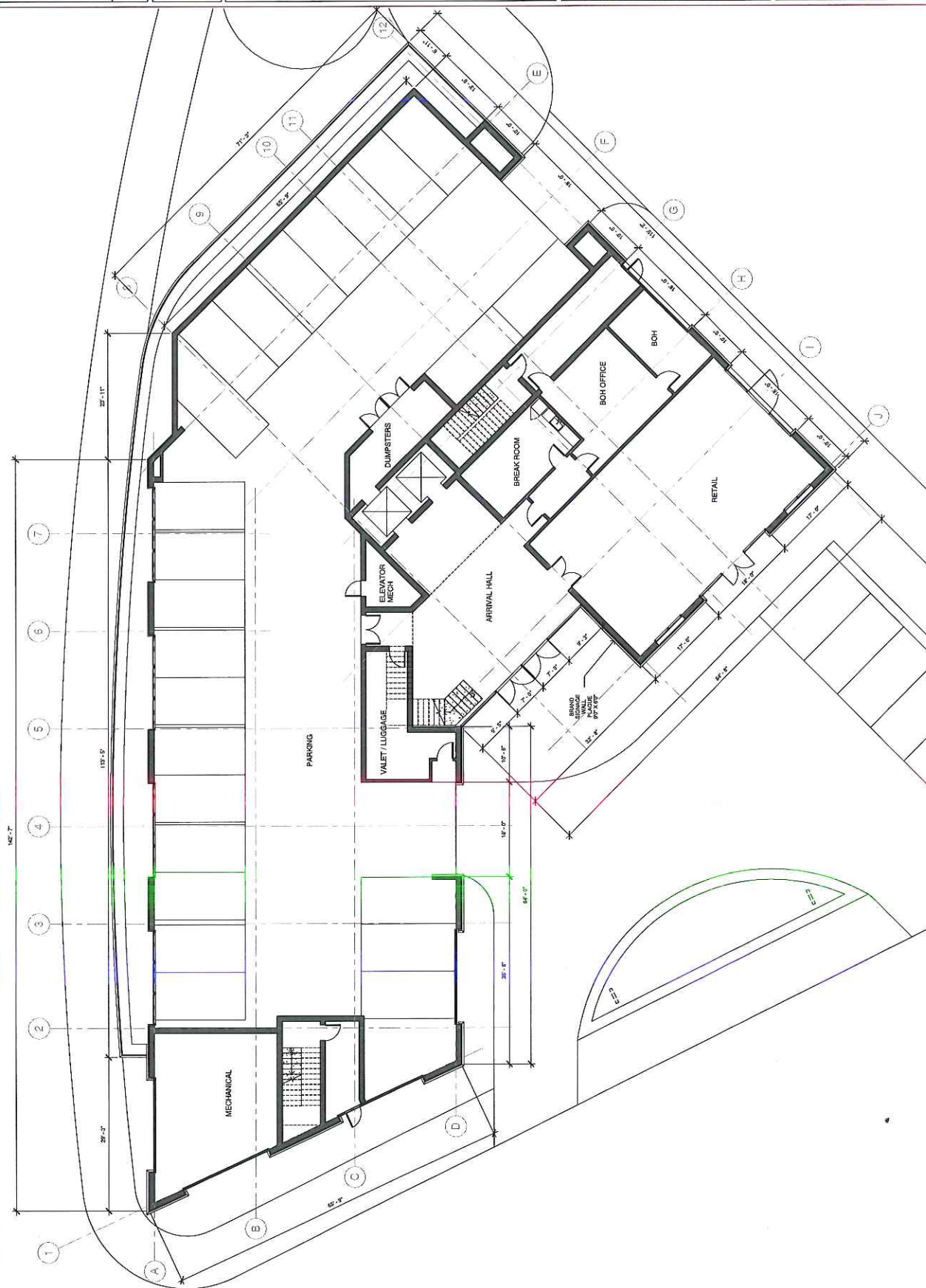
Providence Homewood Suites

Ground Floor Plan

Parcel 12

A100

1/8"



① GROUND FLOOR PLAN AREA = 14,400 FT²

① GROUND FLOOR PLAN
1/8" = 1'-0"



1 MEMORIAL BLVD / NORTH ELEVATION
1/8" = 1'-0"

www.z-ds.com

Client

FIRST BRISTOL CORPORATION
ATLANTA, MISSOURI, GEORGIA

Consultants

Landscape



Structural

VEITASVEITAS
Pune
engineers

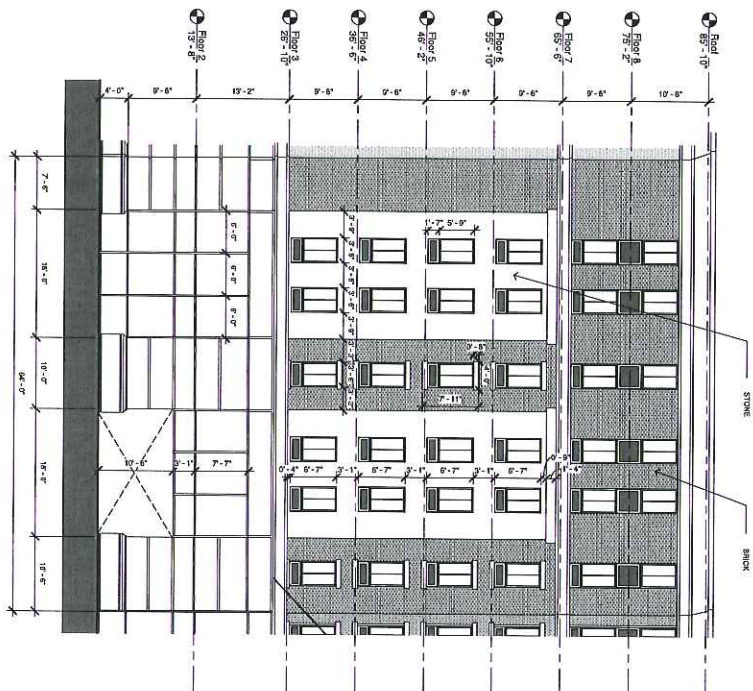
[illegible]**Providence Homewood Suites**

Elevations

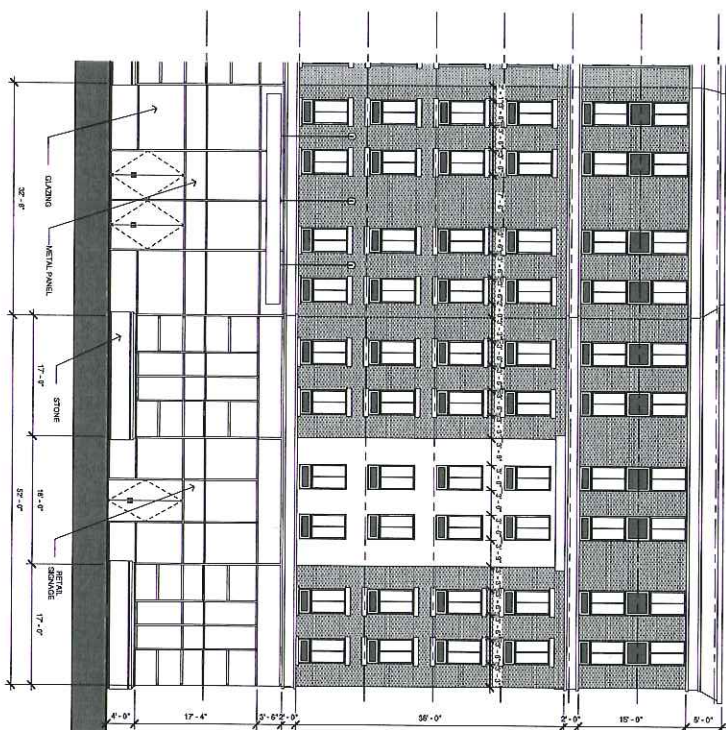
Location	Parcel 12
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Date	10/02/2015
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A201

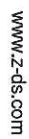
Scale $1/8" = 1'-0"$ 

② SOUTH ELEVATION 1
1/8" = 1'-0"



① SOUTH ELEVATION 2
1/8" = 1'-0"

① EXCHANGE STREET
100 - 170



Client

FIRST BRISTOL CORPORATION
SERVING THE COMMUNITY SINCE 1911

Consultants

Landscape



Structural

VEITAS²VEITAS
engineers

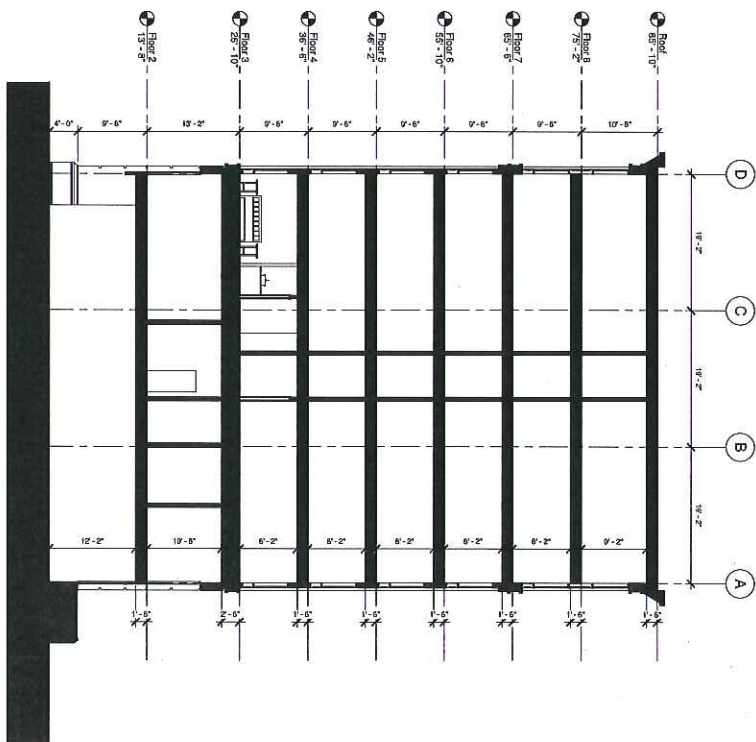
[illegible]**Providence Homewood Suites**

Sections

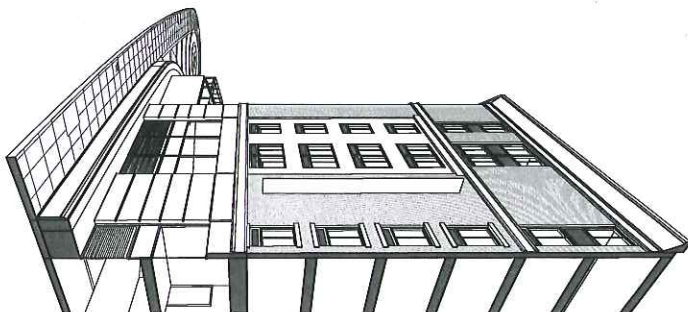
Local CM	Parcel 12
Project number	1559
Date	10/02/2015

A300

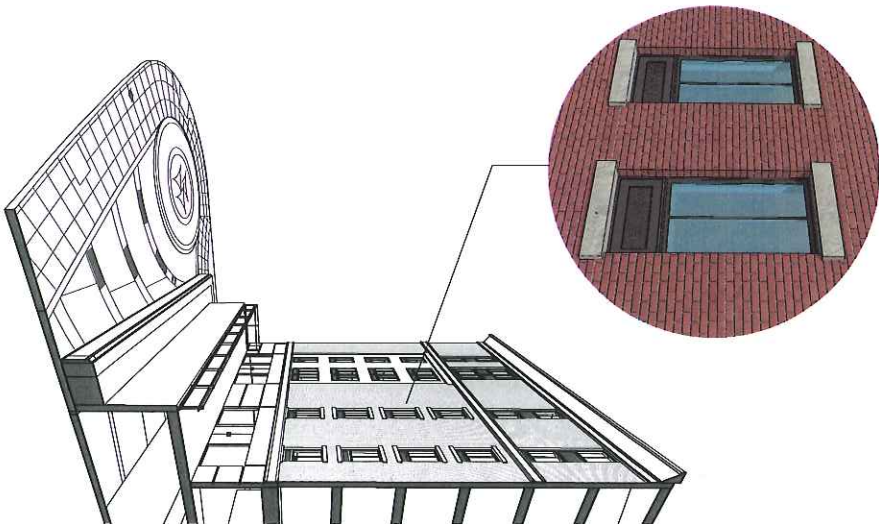
Scale	1/6" = 1'-0"
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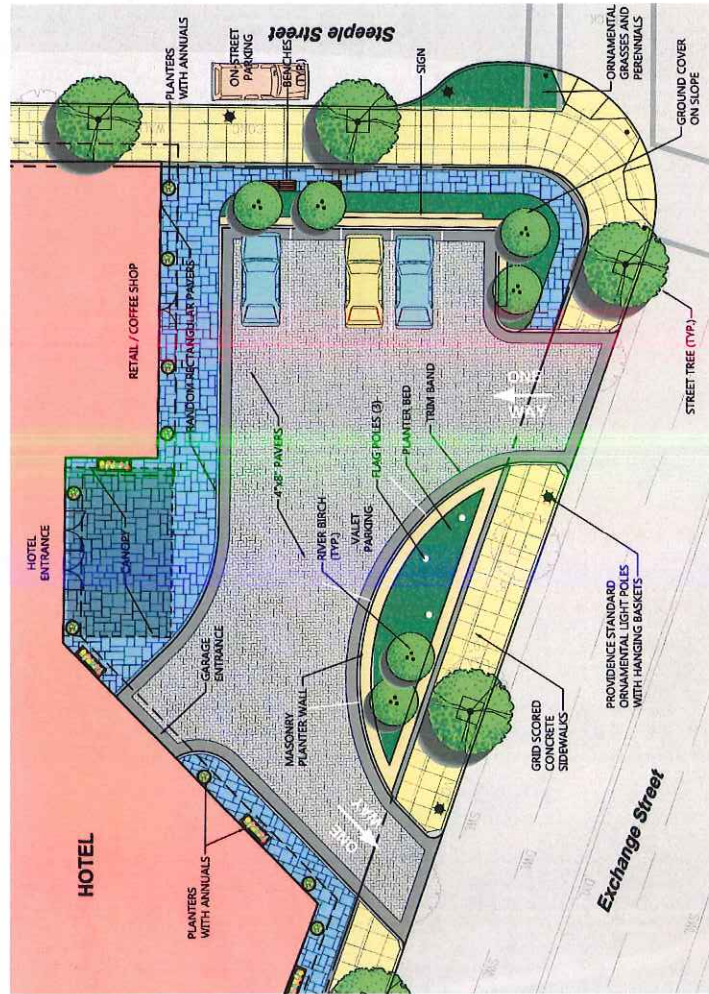
SECTION
1/8" = 1'-0"



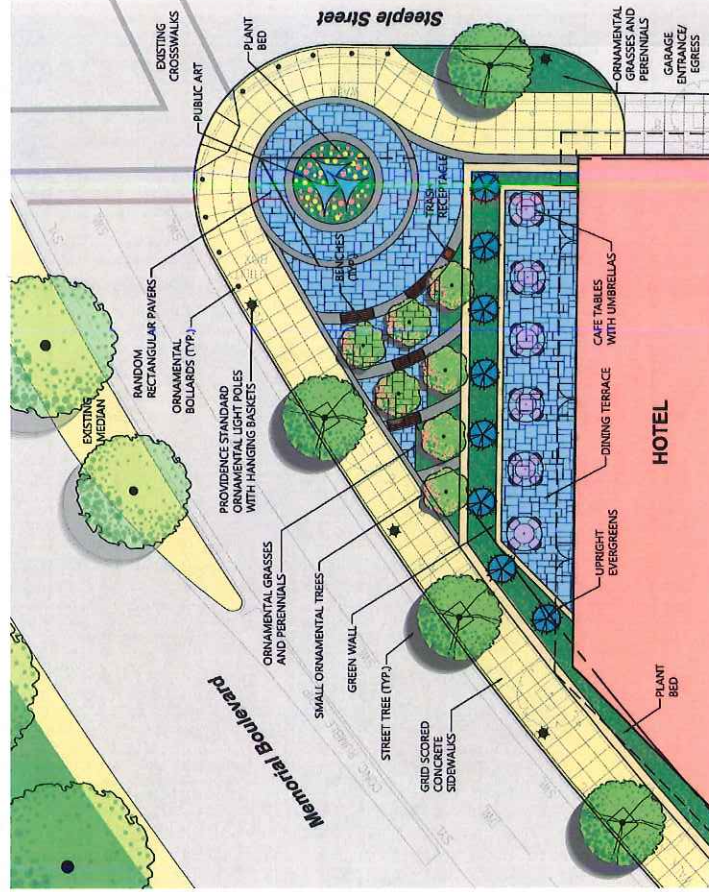
SECTION PERSPECTIVE 1



SECTION PERSPECTIVE 2



ILLUSTRATIVE SITE PLAN
DECEMBER, 2015
CONCEPTUAL



**FIRST BRISTOL
CORPORATION**
10 NORTH MAIN STREET
FALL RIVER, MASSACHUSETTS 02722

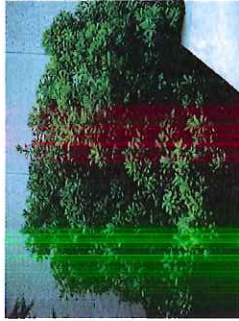
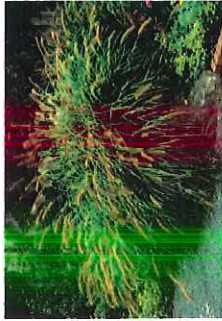
**PROVIDENCE HOMewood
SUITES**
EXCHANGE STREET
PROVIDENCE, RHODE ISLAND



NORTH EAST PERSPECTIVE
OCTOBER 2015
CONCEPTUAL

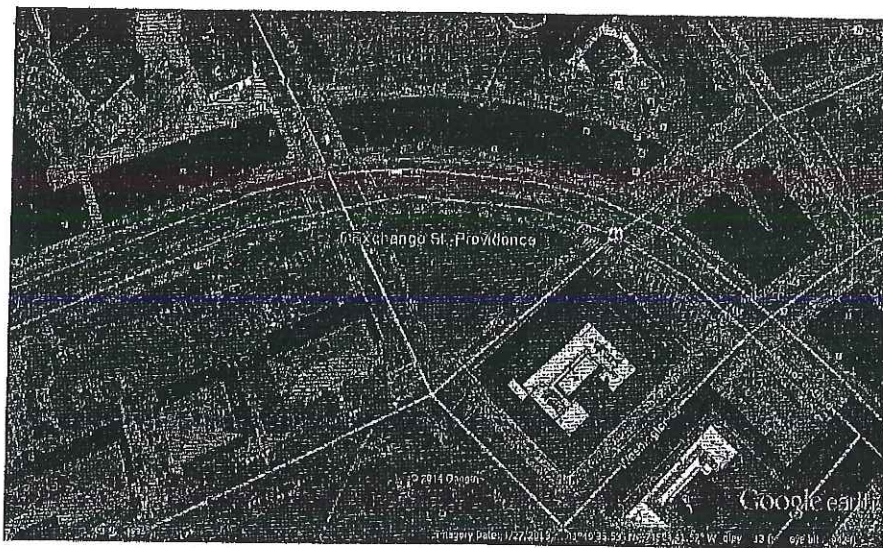
**HOMewood
SUITES**
Elliott

whb **tds inc**
100 Dorrance Street, Suite 20
Providence RI



RESTRICTED APPRAISAL REPORT

**5 EXCHANGE STREET
(ASSESSOR'S PLAT 19, LOTS 120)
PROVIDENCE, RHODE ISLAND 02903**



For: Mr. Donald D. Gralnek, Executive Director
PROVIDENCE REDEVELOPMENT AGENCY
City of Providence, Dept. of Planning and Development
444 Westminster Street, Suite 3A
Providence, RI 02903

By: Thomas O. Sweeney, SIOR
David W. Widmann
SWEENEY REAL ESTATE & APPRAISAL
170 Westminster Street, Suite 750
Providence, Rhode Island 02903

As of: April 10, 2014

Report Date: April 30, 2014

April 30, 2014

Mr. Donald D. Gralnek, Executive Director
PROVIDENCE REDEVELOPMENT AGENCY
City of Providence, Dept. of Planning and Development
444 Westminster Street, Suite 3A
Providence, RI 02903

**RE: 5 Exchange Street
(Assessor's Plat 19, Lot 120)
Providence, Rhode Island 02903**

Dear Mr. Gralnek:

In accordance with your request, we have prepared a Restricted Appraisal Report on the property captioned above. Restricted Appraisals Reports limits the use of the report to the client and the rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood without additional information in the appraisal's work file.

The purpose of this analysis is to estimate the fee simple market value range on an "as is" basis as of the effective date of the appraisal. The property was externally inspected on April 10, 2014 which is the effective date of the appraisal and the market research. The intended use of this appraisal is so the client may adequately assess the property for valuation purposes. This value is based on the definition of market value as found in the Rules and Regulations of the Federal Register, Vol. 55, No. 165, p. 34696. The property is further designated as Lots 34, 37, 38, 39, & 40, on Plat 23, of the Tax Assessor's Plats of the Town of Blackstone, State of Massachusetts.

The property consists of a triangular shaped, unimproved parcel of land with frontage on Exchange Street, Memorial Boulevard and Steeple Street located in Downtown Providence, State of Rhode Island. The property is located along the northwestern portion of the downtown area with the Union Station office/retail buildings across the street to the west, the Federal Post Office across the street to the south and Memorial Boulevard and the Moshassuck River running along the northern border of the property. The subject property is one of the few vacant parcels of land in the downtown area. Its location is considered to be very good for access and proximity to all downtown amenities. The properties appear to be adequately maintained and show no signs of deferred maintenance. The area is densely populated with all local amenities and very good highway access.

The subject property consists of (see map in addenda) a generally triangular shaped parcel of land with frontage on Exchange Street, Memorial Boulevard and Steeple Street with 24,249 square feet of land area.

In order to form my opinion I analyzed information from public records and my own files, which are deemed reliable data sources. The Providence retail market closed the 2013 with a vacancy rate of 5.2%. The vacancy rate was up over the previous quarter with net absorption totaling

negative 49,985± square feet. Total inventory was 16,915,729 square feet of retail space in 2,441 buildings. Rental rates ended the third quarter at \$15.52 per square foot, an increase over the previous quarter.

Real estate is valued in terms of its Highest and Best Use. The subject property is a vacant parcel of land that is zoned Downtown D1-100. The Highest and Best Use of the subject property would be to be developed under the current zoning.

The appraiser looked at both sales of commercial vacant land in the downtown area as well as parcels of leased land located in Capitol Center to also determine a value for the subject property.

I analyzed information from public records, CoStar, The Warren Group, and the Statewide Multiple Listing Service, which are deemed reliable data sources. This assignment has been performed and completed in compliance with Uniform Standards of Professional Practice. A description of the property, the sources of information, and the bases of the estimates are stated in our file.

In completing this Appraisal, the appraiser relied on one approach to value with no support from one other approach. The Sales Comparison Approach was the only approach developed as the subject property is a vacant parcel of commercially zoned land, a typical buyer would be an investor who would base their investment decision on what other properties have sold for in the area. The Income Capitalization Approach was considered but not developed. The Cost Approach was not developed due to the age of the building and subjectivity of depreciation.

The client has indicated that the subject property would require approximately \$1,250,000 in site work to get the site ready for development. This value will be deducted from our indicated value to arrive at the "as is" value for the subject site.

The appraiser surveyed the market for sales of similar commercial buildings; the following have all sold within the last few years. These sales were analyzed and adjusted for location and physical characteristics. After analysis, a value was estimated. The sales utilized are summarized in the following grid.

	<i>Subject</i> 5 Exchange Street Providence	<i>Sale # 1</i> Forancis & Park St. Providence	<i>Sale # 2</i> 587 So. Main Street Providence	<i>Sale # 3</i> Broadway & Carpenter Sts Providence	<i>Sale # 4</i> 151 Chestnut Street Providence
Sales Price		\$3,151,160	\$1,050,000	\$1,520,000	\$350,000
Price/SF		\$70.23	\$53.56	\$64.28	\$49.30
Interest Transferred Financing / Sales	Fee Simple	Fee Simple	Fee Simple None Noted	Fee Simple None Noted	Fee Simple None Noted
Date of Sale		9/9/2013	20-Dec-12	13-Oct-10	15-Jun-09
Location	Downtown	Downtown	So. Main Street	West of I-95	Jewelry/Knowledge Dist.
Land Area (SF)	24,249	44,867	19,603	23,646	7,100
Topography	Average	Average	Average	Average	Average
Utilities	All	All	All	All	All
Zoning	Downtown D1-100	Downtown D1-45	Commercial W-2	Commercial C-2	Downtown D1-100

The unadjusted sales prices range from \$350,000 to \$3,151,160 and from \$49.30 to \$70.23 per square foot. All four comparable sales are located in Providence and are vacant commercial lots of land all within the downtown area.

Comparable sale #1 is a recent sale of a site near the RI State House which will be used for parking but the zoning permits a myriad of uses. Comparable #2 is a site near Alforno restaurant and The Hot Club. This neighborhood will likely benefit from the redevelopment of the I-195 land. Sale #4 is a site on the west side of I-95; the buyer redeveloped the site with a charter school. Comparable Sale #6 is a site in the Jewelry District. The property is several blocks from the Brown University Medical School, and access from the interstate highway system is convenient, but inferior to that of the subject. All four comparable sales are inferior in location to the subject and positively adjusted.

After analysis and adjustment, the property was given a value of \$95.00 to \$100.00 per square foot. Therefore 24,249 square feet at \$95.00 to \$100.00 per square foot is \$2,300,000 to 2,450,000 (rounded) and is supported by the comparable sales.

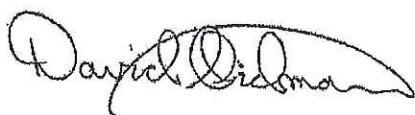
The client has indicated that "site work" to get the property Pad Ready is approximately \$1,250,000. We have relied on this number for this valuation and this is deducted from the value above for an indicated "as is" value range for the subject site of \$1,050,000 to \$1,200,000.

Therefore, based upon the information gathered and the analysis thereof, it is my opinion that the market value range of the fee simple interest in the subject property, on an "as is" basis, in financial terms equivalent to cash, as of April 21, 2014, is

**ONE MILLION FIFTY THOUSAND DOLLARS TO ONE MILLION TWO HUNDRED
THOUSAND DOLLARS**

(\$1,050,000 to \$1,250,000.00)

Respectfully submitted,
SWEENEY REAL ESTATE APPRAISAL



David Widmann
REA.0A01442-TRNE



Thomas O. Sweeney, SIOR
REA.00217-G

Scope of the Assignment

It is the intent of this report to communicate an appraisal, in narrative fashion, based upon gathering, presenting, and analyzing various pertinent market data. Traditional appraisal methodology and standard valuation techniques were utilized in the estimation of value. The Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach were considered in this report. The Sales Comparison Approach was the only approach developed as the subject property is an owner occupied office condominium. The Income Capitalization Approach was not developed. The Cost Approach was not considered due to the age of the building and subjectivity of depreciation. The scope of the appraisal included but was not limited to the following:

- The inspection of the subject property and the subject neighborhood on April 10, 2014.
- Research and collection of public information regarding the subject property including but not limited to
 - Tax Assessor's records
 - Land Evidence Records
 - Building Inspector's Office
- Research and collection of market data related to market conditions and market activity including but not limited to :
 - Reviewing community and statewide sales information from quarterly sales information from Statewide MLS and the CoStar Group
 - Reviewing and analyzing sale, pending sale and sold property information from Statewide MLS, Loopnet.com and CoStar Group
 - Reviewing sale information from the Warren Group
- An attempt was made to determine the existence of any apparent adverse conditions.
- Deriving an opinion of the Highest and Best Use.


- Development of a Sales Comparison Approach to value including:
 - Surveying Comparable Sales
 - Analyzing the results and arriving at an estimate of value
- Consideration of the Income Capitalization Approach to value:
 - The Income capitalization Approach was considered but not developed as the subject property is an owner occupied office condominium and not income producing.
- Consideration of the Cost Approach to value.
 - The Cost Approach to value was considered in this assignment but not developed as it was deemed an inadequate representation of Market Value as well as the subjective nature of determining depreciation.

Reconciling the approach to value, deriving an opinion of the market value of the subject properties and preparing this report.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. David W. Widmann and Thomas O. Sweeney inspected the subject property.
3. The reported analyses, opinions, and conclusions are limited only by the reported contingent and limiting conditions, and is my personal, impartial and unbiased professional analyses, opinions and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
5. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding the acceptance of this assignment.
6. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. Neither this appraisal assignment nor my compensation is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
9. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with and is subject to the requirements of the Code of Professional Ethics and the Standards of Professional Conduct of the Appraisal Institute and with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
10. No one other than the undersigned provided professional assistance to the persons signing this report.
11. The appraisal assignment was not based on a minimum valuation, a specific valuation, or the approval of a loan.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



David Widmann
REA.0A01442-TRNE



Thomas O. Sweeney, SIOR
REA.00217-G

CONTINGENT AND LIMITING CONDITIONS

This appraisal report, the Letter of Transmittal and the Certification of Value are made expressly subject to the following assumptions and limiting conditions contained in the report which are incorporated herein by reference.

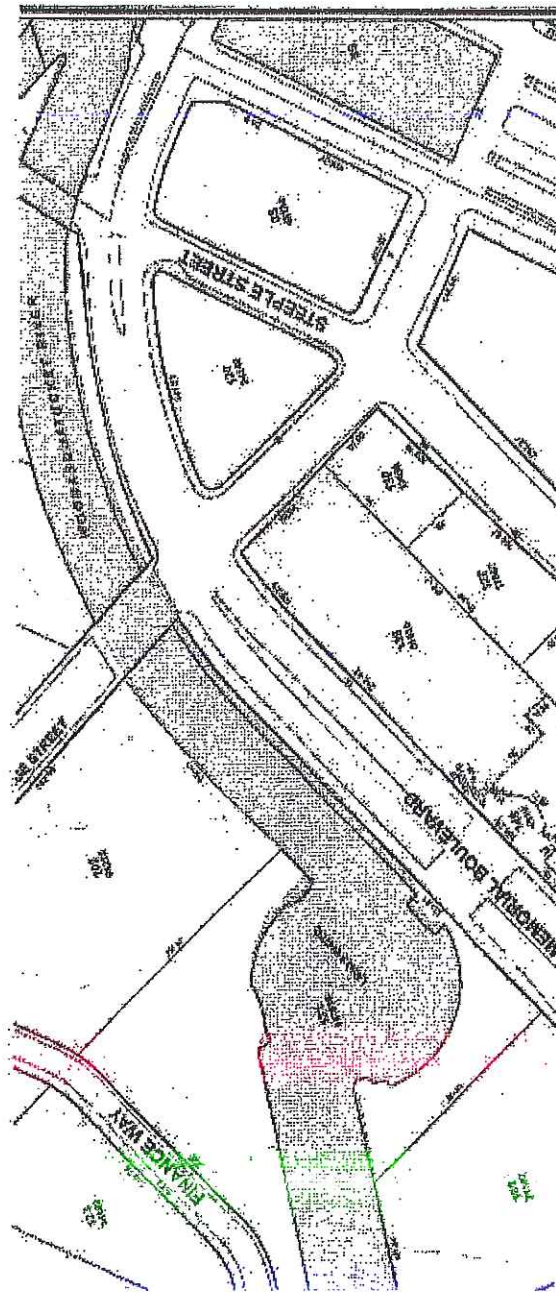
1. No responsibility is assumed for matters legal in nature, nor is any opinion rendered as to title, which is assumed to be marketable. The property is appraised as though under reasonable ownership.
2. Sketches in this report are included to assist the reader and no responsibility is assumed for accuracy. No survey has been made of the property specifically for this report.
3. Unless arrangements have been previously made, no appearance in court or requirements to give testimony in respect to the subject property will be assumed.
4. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
5. It is assumed that there are no hidden or apparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which might be required to discover such factors.
6. Information, estimates and opinions furnished to this office and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by this office.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser is affiliated.
8. Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or the client; nor shall it be conveyed by any but the client to the public through advertising, public relations, news, sales or media without the written consent and the approval by the author(s) particularly as to valuation conclusions, the identity of the appraisers or a firm.
9. On all appraisals subject to satisfactory completion, repairs or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner.
10. In this appraisal assignment, the existence of potentially hazardous material in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, asbestos, and/or the existence of toxic waste or radon gas, which may or may not be present on the property, has been considered. No information was obtained leading the appraiser to believe or disprove the presence of such hazards, except where noted. The appraiser is not qualified to detect such substances and urges the client to retain an expert in this field if desired.
11. In this appraisal, compliance with the Americans with Disabilities Act (ADA) accessibility requirements has been considered. Unless otherwise noted in this report, no information was obtained to indicate compliance or lack thereof to ADA accessibility requirements. The appraiser is not qualified to conduct an ADA accessibility assessment and urges the client to retain an expert in this field if desired.
12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

SUBJECT PHOTOGRAPHS

GOOGLE EARTH VIEW OF THE SUBJECT PROPERTY



PLAT MAP



QUALIFICATIONS OF THOMAS O. SWEENEY, SIOR

REALTOR AND APPRAISAL SPECIALIST ASSOCIATED WITH RODMAN REAL ESTATE

Engaged in Real Estate business since 1983:

Principal, SWEENEY REAL ESTATE APPRAISAL
Vice President, RODMAN REAL ESTATE
Executive Vice President, HENRY W. COOKE CO. (1983 - 1996)

Certified General Real Estate Appraiser:

Rhode Island Certification No. A00217G

Licensed Real Estate Broker:

Rhode Island Real Estate Broker's License Number B13444
Commonwealth of Massachusetts Real Estate Broker's License # 137525

Attended:

Providence College with a Bachelor of Arts Degree in Political Science.

Successfully completed the following courses and examinations:

Society of Real Estate Appraisers:

Course 101: Introduction to Appraising Real Property
Course 102: Applied Property Valuation
Course 201: Principles of Income Property Appraising
Course 202: Applied Income Property Valuation
Seminar: Narrative Report Seminar
Seminar: How to Appraise Apartments
Seminar: Overview of Income Capitalization

American Institute of Real Estate Appraisers:

Course 1A1: Real Estate Appraisal Principles
Course 1A2: Basic Valuation Procedures

Appraisal Institute

Standards of Professional Practice, Parts A & B
Seminar: Feasibility Analysis & Highest and Best Use Analysis

Guest Instructor:

University of Rhode Island Extension Division
"Real Estate Fundamentals"
"Real Estate Finance"

QUALIFICATIONS OF THOMAS O. SWEENEY, SIOR

Offices Held:

Past Vice President, Finance, Rhode Island Chapter of the Appraisal Institute

Member:

Greater Providence Board of Realtors
National Association of Realtors

Qualified Expert Witness:

City of Providence, Zoning Board of Review
City of Cranston, Zoning Board of Review
City of Warwick, Zoning Board of Review
City of Newport, Zoning Board of Review
Town of Smithfield, Zoning Board of Review
Town of Johnston, Zoning Board of Review
Town of Barrington, Zoning Board of Review
Town of Scituate, Zoning Board of Review
Town of Middletown, Zoning Board of Review
Town of Portsmouth, Zoning Board of Review
Town of North Kingstown, Zoning of Review
Town of North Providence, Zoning Board of Review
Town of Gloucester, Zoning Board of Review
Town of Foster, Zoning Board of Review

Qualified as a Real Estate Expert to Testify in Superior Court & Family Court,
State of Rhode Island

Qualified as a Real Estate Expert to Testify in Federal Bankruptcy Court,
Federal District Court.

Appraisals for Attorneys, Business and Homeowners

Clients include:

United States Small Business Administration

State of Rhode Island

Department of Transportation, Real Estate Division
Department of Administration, Division of Municipal Affairs
Department of Environmental Management
City of Providence
Water Supply Board
Department of Planning and Development
Department of Public Property
Solid Waste Management Corporation

QUALIFICATIONS OF THOMAS O. SWEENEY, SIOR

Clients, continued:

Narragansett Bay Commission
Providence Redevelopment Agency
Federal Nation Mortgage Association
Bank of America
Citizens Bank
Bank RI
Home Loan and Savings Bank
Washington Trust
Freedom National Bank
GTECH Corporation
Merrill Lynch Relocation
Edwards and Angell
Tillinghast, Licht
Hinckley, Allen & Synder
Adler, Pollock and Sheehan
Partridge, Snow and Hahn
Nixon - Peabody
Peabody and Arnold
McAleer and McAleer
McOsker, Davignon and Waldman
Lehigh - Portland Cement Co.
Tyco Corporation
Kaiser Aluminum
Benny's Stores
PJ Fox Paper Co.
CFS Air Cargo
Christmas Tree Shops
McLaughlin Automotive
Ferland Corp.
Tenneco Gas
Narragansett Electric Company

RETURN This Copy to the
PURCHASING AGENT

Quotation Form

Please quote and insert below lowest net prices and cash discount on all or any portion of the material or articles described below.

F. O. B. Destination, with No Charge for Packing or Cartage. GROUPING OF ITEMS NOT PERMITTED. PRICE EACH ITEM INDIVIDUALLY.
Institution or department weights or measures to govern payment.

If the brand as specified is not carried by your concern, bids may be submitted on something "Equal" in quality. We reserve the right to decide equality. Brand or quality bid on must be specified in column provided below.

DEC 21, 1987

This form to be used in submitting prices on items listed below.

PURCHASING AGENT

PLEASE RETURN QUOTE FORM EVEN IF YOU ARE NOT BIDDING.
THE PURCHASING AGENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

Cash discount must be shown on quotation and invoice.
All additional information in regard to this quotation must be attached to this sheet.

Failure to enter brand or quality, unit of measure or weight,
NET prices and total extension will be cause for
REJECTION of this bid.

Where prices are the same we reserve the right to award to one bidder, or to split the order.

Bid may be awarded as a whole or by individual items at discretion of Purchasing Agent.

THIS BID WILL NOT BE HONORED UNLESS SIGNED
ABOVE QUOTATION GUARANTEED FOR 30 DAYS.

Date of quotation December 16, 1987

Company Andolfo Appraisal Associates PC

By (Title) Thomas S. Andolfo

Address 1450 Turks Head Building, Prov.

12/21

PROVIDENCE REDEVELOPMENT AGENCY

APRIL 10, 2003

REGULAR MEETING

PROJECT: DOWNTOWN PROVIDENCE RENEWAL
PARCEL: PARCEL 12
SUBJECT: AUTHORIZATION OF CONVEYANCE

Background

The Agency leased Parcel 12 pursuant to a Lease and Agreement dated June 15, 1991 for \$3,120,000.00, related to Revenue Bonds, 1994 Series. Pursuant to the Lease, the City had the option to purchase the Parcel from the Agency for One Dollar (\$1.00) by giving written notice to the Agency not later than sixty (60) days following the expiration of the Lease term. The Agency had paid off the bonds at maturity on November 15, 2001, however the City had not given notice of its intent to purchase.

Request

The City requests that the Agency reconvey Parcel 12 to the City for the purchase price of One Dollar (\$1.00) as was stipulated by the Lease. Subsequent to the transfer, the City intends to move forward with a bond transaction whereby the City would again transfer Parcel 12 to the Agency for certain predevelopment work prior to selling the property to a developer.

~~118,000~~

MRL

ALEXANDER D. PRIGNANO
Director of Finance



DAVID N. CICILLINE
Mayor

Finance Department
"Building Pride In Providence"

April 3, 2003

Mr. Thomas Deller
Executive Director
Providence Redevelopment Agency
400 Westminster Street
Providence, Rhode Island 02903


Re: \$3,120,000 Providence Redevelopment Agency
(Parcel 12 Project) Revenue Bonds, 1994 Series (the "Bonds")

Dear Tom:

As we have discussed, the Agency leased a parcel of property known as Parcel 12 to the City pursuant to a Lease and Agreement dated June 15, 1991 (the "Lease") related to the Bonds referenced above. Pursuant to Section 8.1 of the Lease, the City had the option to purchase Parcel 12 from the Agency for a purchase price of one dollar (\$1.00) by giving written notice to the Agency not later than sixty (60) days following the expiration of the Lease term. Although the Agency paid off the Bonds at maturity on November 15, 2001, the City did not give written notice to the Agency of its intent to purchase Parcel 12 in the manner required by Section 8.1 of the Lease.

The City hereby requests that the Agency reconvey Parcel 12 to the City for the purchase price of one dollar (\$1.00) as was contemplated by the Lease. Subsequent to the transfer, the City intends to move forward with a bond transaction whereby the City would again transfer Parcel 12 to the Agency for certain predevelopment work prior to selling the property to a developer. If you have any questions, or wish to further discuss this request, please do not hesitate to contact me.

Very truly yours,


Alex Prignano
Finance Director

cc: Joseph Fernandez, Esquire
Raymond Dettore, Jr.

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PROVIDENCE REDEVELOPMENT AGENCY

Providence, Rhode Island

A RESOLUTION OF THE PROVIDENCE REDEVELOPMENT AGENCY (the "Agency")
RELATING TO PARCEL 12

No.

Approved April 10, 2003

WHEREAS, the Agency leased to the City a parcel of property known as Parcel 12 pursuant to a Lease and Agreement dated June 15, 1991 (the "Lease") related to the Agency's \$3,120,000 (Parcel 12 Project) Revenue Bonds, 1994 Series (the "Bonds"); and

WHEREAS, pursuant to Section 8.1 of the Lease, the City had the option to purchase Parcel 12 from the Agency for a purchase price of one dollar (\$1.00) by giving written notice to the Agency not later than sixty (60) days following the expiration of the Lease term; and

WHEREAS, the Agency paid off the Bonds at maturity on November 15, 2001 and the City did not give written notice to the Agency of its intent to purchase Parcel 12 in the manner required by Section 8.1 of the Lease; and

WHEREAS, the City has requested that the Agency reconvey Parcel 12 to the City at this time;

NOW THEREFOR, BE IT RESOLVED BY THE PROVIDENCE REDEVELOPMENT AGENCY as follows:

That the Agency authorizes the transfer of Parcel 12 to the City for the purchase price of one dollar (\$1.00) and authorizes its Chairman to execute and deliver a deed conveying title to Parcel 12 to the City and to execute and deliver any other documents including, but not limited to, discharges and termination agreements necessary in connection with the conveyance of title to Parcel 12 to the City.

That the Executive Director, staff of the Agency, general counsel and bond counsel to the Agency are hereby authorized to work with the City in moving forward with a bond transaction whereby the City would again transfer Parcel 12 to the Agency for certain predevelopment work prior to selling the property to a developer.

This resolution shall take effect immediately.

Expenses /Revenues paid for or to the PPA

Address	Plat/lot	Size	Asking Price	Sales Price
5 Exchange Street	19/120	24,249		\$ 1,000,000.00
Expenses				
Appraisal Fees				
	\$ 7,261.25			
Conveyance of property 2003	\$ 3,120,000.00			
Environmental Fees				
Legal Fees as of March 7, 2015	\$ 28,143.00			
Landscaping	n/a			
2003	\$ 16,500.00			
	\$ 3,171,904.25			
Revenue				
Lease extension	\$ 33,000.00			

PRA property Tax Abatement Checklist

Address 5 Exchange Street **Plat/lot** 19/120 **Ward#1**
Seth Yurdin

Taxes owed \$118,344.60

1 A map showing property /lot lines	X
2 Letter of Intent	lease agreement
3 Current appraisal of the property	yes
4 Copy of Environmental reports	in files
5 How many years of back taxed	2
6 How much city/PRA originally paid for property	3,120,000
7 Draft of P&S for property	not at this time
8 Signed conflict of interest forms	n/a
9 Plan/schematics of proposed project	
10 Information on owner/non-profit	
11 Will potential owner be seeking TSA	Administrative TSA
12 Expected rents/mortgage developer expects to receive	
13 Potential owner to attend committee meeting	if needed

use of the property will be for an extended stay hotel

Part of capital center project, PRA condemnation part of the Downtown
renewal project when the rivers were moved.

GROUND LEASE

The Providence Redevelopment Agency,

Landlord

and

Exchange St. Hotel LLC,

Tenant

Location of Premises

Street:	5 Exchange Street
City:	Providence
County:	Providence
State:	Rhode Island

GROUND LEASE

This is a GROUND LEASE (the "Lease"), dated as of ^{February 16} ~~January 8~~, 2015, between The Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended, having offices at 444 Westminster Street, Suite 3A, Providence, Rhode Island 02903, as landlord ("Landlord") and Exchange St. Hotel LLC, a Rhode Island limited liability company, having offices at c/o First Bristol Corporation, 10 North Main Street, Fall River, Massachusetts 02722, as tenant ("Tenant").

WITNESSETH:

WHEREAS, Landlord has acquired from the City of Providence (the "City") those certain parcels of land located within the City of Providence, Rhode Island for redevelopment purposes, said parcels more particularly described in Exhibits A-1, A-2 and A-3 (the "Miscellaneous Parcels") of the Miscellaneous Parcels Lease (as that term is defined below);

WHEREAS, Landlord, having been created pursuant to the Rhode Island Redevelopment Act, constituting Chapters 31 through 33, inclusive, of Title 45 of the R.I. General Laws, 1956 (1988 Reenactment), as amended, is authorized to acquire real property in any area designated a redevelopment area in connection with its undertaking or carrying out a redevelopment project or formulating a redevelopment plan so as to eliminate and prevent blight; and

WHEREAS, the City has leased the Miscellaneous Parcels from Landlord pursuant to the terms and conditions set forth in that certain Lease and Agreement dated as of August 27, 2010, as amended by the First Amendment to Lease dated as of October 24, 2014 (the "Miscellaneous Parcels Lease"); and

WHEREAS, pursuant to that certain Resolution of the City Council for the City of Providence No. 214, approved June 30, 2010, the City Council authorized the Mayor of the City of Providence to sublease the Land (defined below in this Lease) to Landlord for a rental of One Dollar (\$1.00); and

WHEREAS, the City has leased the Land to Landlord, pursuant to the terms and conditions set forth in that certain Sublease and Agreement dated as of January 20, 2015 (the "Sublease Agreement"); and

WHEREAS, pursuant to that certain Resolution of the City Council for the City of Providence No. 2014-354, approved July 24, 2014, and the terms and conditions set forth in the Sublease Agreement, Landlord is further authorized to sub-sublease the Land to Tenant;

NOW, THEREFORE, Landlord and Tenant, for themselves, their legal representatives, successors and permitted assigns, hereby agree as follows:

Article I. Basic Terms and Definitions; Rules of Construction

Section 1.01 The following basic terms, as used in this Lease, shall have the meanings set forth below:

Land: All that certain plot, piece or parcel of land being approximately 24,249 square feet (0.557 +/- acres) and located at 5 Exchange Street, Providence, Rhode Island, which land is described in Exhibit 1 annexed hereto.

Improvements: All buildings and other improvements now located, or hereafter erected, on the Land, together with all Fixtures now or in the future installed or erected in or upon the Land or such improvements and owned or leased by Tenant. Tenant shall hold fee title to the Improvements during the Term of this Lease. At the end of the Term of the Lease (unless Tenant has purchased the Premises pursuant to Article XXVII below), fee title to the Improvements shall automatically pass to Landlord.

Premises: The Land, and all rights, privileges, easements, and appurtenances to the Land, including all right, title and interest of Landlord, if any, in and to any development rights, strips or gores of land adjoining the Land and in and to any land lying in the bed of any road, highway, street or avenue adjoining the Land to the center line thereof. References in this Lease to the "Premises" shall be construed as if followed by the phrase "or any part thereof" unless the context otherwise requires.

Property: The Premises, together with the Improvements. Although the Improvements are not defined as part of the "Premises", it is acknowledged and agreed that Landlord has an interest in the Improvements, for purposes of insurance and other relevant circumstances, in so far as Landlord has a potential reversionary interest in the Improvements. References in this Lease to the "Property" shall be construed as if followed by the phrase "or any part thereof" unless the context otherwise requires.

Base Rent: The rent set forth in Exhibit 2 annexed hereto.

Additional Rent: All amounts payable by Tenant under this Lease, other than the Base Rent, and whether or not designated as Additional Rent, are deemed "Additional Rent." Without limiting the foregoing, the "Additional Rent" shall include the following amounts to be paid to Landlord: (a) upon execution of this Lease, reimbursement to Landlord of Ten Thousand Dollars (\$10,000) of Landlord's attorney fees incurred in connection with the negotiation and drafting of this lease transaction, and (b) upon any request for consent, estoppel, or other action under the Lease, reimbursement of Landlord's reasonable legal and/or engineering or other consultant fees incurred in connection with considering such request for consent or other action. The obligation to pay Additional Rent shall commence on the Rent Commencement Date (except (a) above, which shall be paid at Lease execution and shall be non-refundable).

Rent: The Base Rent and Additional Rent.

Commencement Date: The first day after the expiration of the Due Diligence/Permitting Period, provided Tenant has not terminated the Lease in accordance with its Due Diligence/Permitting Period contingency rights.

Rent Commencement Date: The same day as the Commencement Date.

Term: The term of this Lease. The Term commences on the Commencement Date and ends on the last day of the month in which occurs the tenth (10th) anniversary of the Commencement Date (subject, however, to extension of the Term pursuant to Article XXVIII). In the event that the Miscellaneous Parcels Lease (and, as a result thereof, the Sublease Agreement) expires or is sooner terminated as to the Premises, this Lease shall automatically become a direct lease between Landlord and Tenant, and the Term shall continue as described above.

Expiration Date: The last day of the Term of this Lease

Due Diligence/Permitting Period: As defined in Section 2.01 hereof.

Overleases: Collectively, the Sublease Agreement and the Miscellaneous Parcels Lease, copies of which have been provided to Tenant.

Overlease Parties (and, singly, an **Overlease Party**): The landlords and tenants under the Overleases.

Permitted Use: All uses of the Property that are permitted by applicable Law, and not prohibited by the terms of this Lease.

Section 1.02 The following are additional basic terms, and as used in this Lease shall have the meanings set forth below:

Affiliate: Any Person that directly or indirectly controls, is controlled by, or is under common control with the designated Person.

Bond (and Bonds): As defined in the Miscellaneous Parcels Lease.

Business Days: Monday through Friday, excluding holidays observed by the State of Rhode Island, or the federal government of the United States.

First Class: The term "First Class" does not mean so-called "five stars" or luxury, but rather, means, as to use, a high quality use such as, with respect to hotels, a hotel that may be a nationally affiliated flag or a boutique hotel and is commensurate with other such existing hotels in downtown Providence such as the downtown Providence Marriot, Hotel Providence, and the like, as well as so-called select service (a/k/a limited service) hotels such as the downtown Providence Hampton Inn. As to construction, the term "First Class" means new and high quality materials, and good workmanship.

Fixtures: All items that are affixed to the Land and/or Improvements and are an integral part of the operation thereof, including boiler(s), building equipment, elevators, escalators, machinery, pipes, conduit, wiring, septic systems, wells, heating, ventilation and air conditioning systems. The term "Fixtures" shall not include moveable trade fixtures such as, but not limited to, signage.

Liabilities: All losses, claims, suits, demands, costs, liabilities, and expenses, including reasonable attorneys' fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

Fee Lender: The holder of any Fee Mortgage.

Fee Mortgage: Any mortgage, deed of trust, assignment of leases and rents, financing statement or other agreement or instrument, and all modifications, extensions, supplements, consolidations and replacements thereof, that secures repayment of any indebtedness by the grant of a lien, security interest or other encumbrance on the fee estate of Landlord in the Premises and/or Landlord's interest in this Lease, or the Improvements, whether executed before or after this Lease. The existing Fee Mortgage is from The Providence Redevelopment Agency to The Bank of New York Mellon Trust Company, N.A. as evidenced by that certain Mortgage, Security Agreement and Collateral Assignment of Rents and Leases recorded in the City of Providence Land Evidence Records in Book 9803, at Page 209.

Governmental Authority. Any federal, state, county, municipal or other governmental or regulatory authority, agency, board, department, bureau, body, commission, or instrumentality, or quasi-governmental authority, and any court, arbitrator, or other administrative, judicial or quasi-judicial

tribunal, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

Including: "Including" means "including but not limited to." **Includes** means "includes without limitation."

Institutional Lender: A savings and loan association, savings bank, commercial bank or trust company, insurance company, pension or retirement fund or system, any other entity subject to supervision and regulation by the insurance or banking departments of the State of Rhode Island or by a department or agency of the United States exercising similar functions (or any successor department or departments hereafter exercising the same functions as said departments), any governmental agency or entity insured by a governmental agency, a finance company, a private mortgage company, a conduit or pooled mortgage investment fund, a real estate investment trust, an investment bank, or any other lender generally considered an "institutional" real estate lender and which makes loans secured by real estate as an ordinary part of its business, provided that in order for any of such entities to be included as an "Institutional Lender," it shall be subject to service of process within the State of Rhode Island and shall either (i) have a net worth of at least Fifty Million Dollars (\$50,000,000.00) and assets that have a value of at least One Billion Dollars (\$1,000,000,000.00), or (ii) be a real estate mortgage investment conduit ("REMIC") or similar vehicle so long as the mortgage held by the REMIC or similar vehicle is serviced by an entity that meets the requirements of clause (i) above or by a rated servicer, or (iii) any entity controlled by any of the entities described in clause (i) or (ii) above. An entity meeting the foregoing requirements shall be deemed an Institutional Lender whether acting individually or in a fiduciary capacity. Notwithstanding the foregoing, no Affiliate of Tenant shall be deemed an Institutional Lender.

Insurance Requirements: Any code, order, directive, recommendation, or requirement of any fire insurance rating body applicable to the Property.

Interest Rate: Three (3) percentage points above the rate of interest publicly announced from time to time by Citibank, N.A., or its successor, as its "base rate" (or such other term as may be used by Citibank, N.A. or its successor, from time to time, for the rate presently referred to as its "base rate"), but in no event greater than the maximum rate permitted by applicable Law. If Citibank, N.A. or its successor no longer publicly announces such rate, then another, similar bank prime rate (or its equivalent) mutually and reasonably selected by Landlord and Tenant shall be used in lieu of such base rate.

Landlord Parties: Landlord, Landlord's managing agent, and all of their Affiliates, officers, directors, shareholders, members, managers, partners, and employees.

Law: Any present or future law, statute, ordinance, regulation, code, judgment, injunction, arbitral award, order, rule, directive, proclamation, decree, common law or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the Federal or any state or local government, or any political subdivision, arbitrator, department, commission, board, bureau, agency or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Property; and any reciprocal easement, covenant, restriction, or other agreement, restriction or easement of record affecting the Property as of the date of this Lease or subsequent thereto.

Landlord's Notice Address: Providence Redevelopment Agency
444 Westminster Street, Suite 3A
Providence, Rhode Island, 02903

Attention: Executive Director

With a copy to:

DarrowEverett, LLP
One Turks Head Place, Suite 1200
Providence, Rhode Island 02903
Attention: Zachary G. Darrow, Esquire

Tenant's Notice Address:

if sent via United States mail:

c/o First Bristol Corporation
P.O. Box 2516
Fall River, MA 02722
Attn: Mr. James Karam

if sent via overnight courier:

c/o First Bristol Corporation
10 North Main Street
Fall River, MA 02722
Attn: Mr. James Karam

With a copy to:

Moses Afonso Ryan Ltd.
160 Westminster Street, Suite 400
Providence, Rhode Island 02903
Attention: Thomas V. Moses, Esquire

Lease Year: The first Lease Year shall be the period of time beginning on the Commencement Date and ending twelve (12) full calendar months thereafter, and thereafter shall be the period beginning on the first day following the expiration of the prior Lease Year and ending on the next anniversary of such date.

Lenders: All Leasehold Lenders and all Fee Lenders.

Legal Requirements: All requirements of Law.

Person: Any individual, corporation, partnership, firm, limited liability company or other legal entity.

Personal Property: All furniture and other personal property owned or leased by Tenant or any Affiliate of Tenant, located upon the Property and used in the operation of the Property, excluding trucks and cars, and excluding Fixtures.

Rent Address. At the notice address of Landlord; or at such other address(es) as Landlord may, from time to time, designate by notice to Tenant given in the manner prescribed in this Lease.

Requirements: All applicable Legal Requirements and Insurance Requirements.

Substantial Completion: Alterations (including the Initial Construction) shall be deemed "Substantially Complete" or "Substantially Completed," and "Substantial Completion" shall be deemed to have occurred, when Tenant shall have obtained and furnished to Landlord all approvals, permits, sign-offs, and other documents required by Law to be issued in connection with such Alterations, including any letter of completion, permanent or temporary certificate of occupancy, and/or amendment of certificate of occupancy.

Sublease: Any lease, sublease, license or other agreement for the use or occupancy of space in the Property (other than this Lease, and other than hotel guests). "Subtenant" means any tenant, licensee or other occupant of space in the Property (other than Tenant).

Unavoidable Delays: Delays due to strikes, lockouts, acts of God, inability to obtain labor or materials, government restrictions, enemy action, terrorist attack, civil commotion, fire or other casualty, shortages of materials, or other causes of a like nature beyond the reasonable control of Landlord or Tenant, as the case may be. In no event shall any obligations to pay Base Rent, Additional Rent, or any other monetary amount, be extended due to Unavoidable Delays.

Section 1.03 There are also other initial capitalized terms used in this Lease; such terms are defined in the various following provisions of this Lease.

**Article II. Lease of Premises; Term of Lease; Due Diligence/Permitting Period;
"As Is" Condition; Commencement Date Agreement; Permitted Use;
Coordination With the Overleases**

Section 2.01 Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term, subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Tenant shall have a "Due Diligence/Permitting Period" that ends upon the earlier of: (a) Tenant obtaining a building permit or foundation permit, or (b) May 15, 2015, provided that such date of May 15, 2015 is subject to six (6) extension periods of thirty (30) days each, all as more specifically set forth below.

Initial Due Diligence/Permitting Period. Tenant shall have until May 15, 2015 (the "Initial Due Diligence/Permitting Period"; any continuation of the Due Diligence/Permitting Period thereafter is referred to as the "Extended Due Diligence/Permitting Period") to perform, in Tenant's sole discretion, any analysis and investigations with respect to Tenant's proposed leasing/subleasing and use of the Property and to obtain financing, and to obtain all permits necessary to develop the Premises in accordance with the plans developed by the Tenant, in Tenant's sole discretion, for the Permitted Use. Tenant may terminate the Lease for any reason or no reason during the Due Diligence/Permitting Period (meaning both this Initial Due Diligence/Permitting Period, as well as any Extended Due Diligence/Permitting Period that Tenant may exercise), so long as Tenant has used good faith and diligent efforts to pursue its due diligence investigations, and any such financing, and any then-applicable permitting efforts.

Extended Due Diligence/Permitting Period. Tenant shall have six (6) options to extend the Due Diligence/Permitting Period by 30 days each, provided that upon notice of each such exercise Tenant shall pay an extension fee to Landlord of Three Thousand Dollars (\$3,000), which extension fee shall not be applicable to the rent, and which shall be non-refundable (the "Extended Due Diligence/Permitting Period"). The financing contingency does not survive beyond the Initial Due Diligence Period. In other words, notwithstanding anything in this Lease to the contrary, Tenant shall not terminate during the

Extended Due Diligence/Permitting Period due to inability to obtain financing. Tenant hereby represents and warrants to Landlord that Tenant has sufficient equity to do the proposed development assuming customary financing.

No Extension for Appeals. Neither the Initial Due Diligence/Permitting Period, nor the Extended Due Diligence/Permitting Period, shall be automatically extended by the need to prosecute or defend any appeals, but (a) the parties are free to attempt to negotiate for an extension, each in their sole and absolute discretion, without having any obligation whatsoever to agree to such an extension, and (b) in the event no extension is mutually agreed upon pursuant to the foregoing, in such event Tenant may terminate the Lease. (To be clear, Tenant can exercise its Extended Due Diligence/Permitting Period monthly extensions up to said six (6) times, in order to, among other things, take action regarding an appeal, but there would be no right to extend beyond the sixth (6th) such monthly option.)

No Extension Beyond Date that Building Permit or Foundation Permit is Obtained. Notwithstanding anything in the foregoing to the contrary, in no event shall the Due Diligence/Permitting Period extend beyond the date that Tenant obtains a building permit or foundation permit for the Improvements.

Cooperation. Landlord shall reasonably cooperate with Tenant in connection with the logistics of Tenant's pursuit of the permits and approvals for the development of the Premises provided the same does not impose cost on Landlord. Such logistical cooperation shall include the prompt signing and delivery, where required, of relevant permitting applications. Tenant shall also reasonably cooperate with Landlord during the due diligence and permitting process, including without limitation promptly delivering to Landlord a copy of its survey, environmental reports, geotechnical reports, title reports, and any other material due diligence reports or studies, and also, by keeping Landlord reasonably apprised on a reasonable periodic basis of the status of Tenant's due diligence and permitting efforts.

Property Access Agreement. Tenant's due diligence investigations shall be conducted pursuant to the terms of the Property Access Agreement previously executed between Landlord and Tenant (or an affiliate of Tenant) (the "Property Access Agreement"). A copy of the Property Access Agreement is attached hereto as Exhibit 5. However, notwithstanding anything in the Property Access Agreement to the contrary, the parties hereby amend such agreement to provide that the "Prospective Tenant" is Tenant, i.e. Exchange St. Hotel LLC, and that the Property Access Agreement shall remain in effect during the entire duration of the Due Diligence/Permitting Period.

Section 2.02 Tenant has examined the Premises and accepts possession of the Premises in its "AS IS" condition on the Commencement Date. Tenant has full responsibility for the condition, alteration, maintenance, management, repair and replacement of the Property, and Landlord has no obligation whatsoever to perform any work or make any repairs with respect to the Property, to furnish any services with respect to the Property, or to incur any expenses with respect to the Property, and Landlord has no responsibility with respect to the condition of the Property (including any latent defects). Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements. Without limiting the generality of the preceding provisions, Tenant, by taking possession of the Premises or any portion thereof, shall conclusively be deemed to have agreed that the Premises were in satisfactory condition as of the Commencement Date.

Section 2.03 Promptly following the Commencement Date, Landlord and Tenant shall enter into an agreement, in the form annexed hereto as Exhibit 3, confirming the Commencement Date (and thus the Rent Commencement Date, which is the same date as the Commencement Date) and the initial Expiration

Date. The failure of either or both parties to execute such agreement shall not affect the occurrence of the Commencement Date, the Rent Commencement Date, or the initial Expiration Date.

Section 2.04 Landlord shall give Tenant vacant possession of the Premises on the Commencement Date (subject, however, to the Overleases, the Fee Mortgage, and any and all other matters of record).

Section 2.05 Subject to all of the other terms, covenants and conditions of this Lease, Tenant shall use the Property only for the Permitted Use, and for no other purpose. Notwithstanding the foregoing, Tenant shall not at any time use or occupy the Property, or suffer or permit anyone else to use or occupy the Property, (a) in any manner that violates the provisions of this Lease, or any Requirements or the certificate of occupancy, if any, for the Property, or (b) so as to cause waste, (c) so as to violate any insurance policy then issued in respect of the Property, (d) so as to create a nuisance, or (e) for the sale of obscene or pornographic materials or the conduct of obscene, pornographic or similar disreputable activities. Further, the Property may not be leased to or occupied in whole or in part by the United States of America, any state or local government within the United States of America, any foreign government, the United Nations, or any agency, department, bureau, or political subdivision of any of them or any Person having sovereign immunity, without the consent of Landlord.

Section 2.06 The parties acknowledge that the Lease is in fact a sub-sublease, and is subject to all the terms and provisions of the Overleases above it, as well as the existing Fee Mortgage. Tenant has had the opportunity to review all such Overleases and the Fee Mortgage before signing the Lease. This Lease is subject to the Overleases and the Fee Mortgage. In the event of a conflict between the terms of this Lease and the requirements of the Overleases or the Fee Mortgage, the Overleases and Fee Mortgage shall control. Further, and without limiting any of its rights hereunder, any of the Landlord's obligations (but not any of the Landlord's rights) with respect to the Property under the Sublease Agreement are hereby assigned to Tenant, and Tenant hereby assumes such obligations, even if such obligations are in addition to, or conflict with, Tenant's obligations under this Lease. To be clear, such pass through of obligations under the Sublease Agreement relates solely and exclusively to obligations regarding the Property, and does not apply to any obligations that might be contained in such Sublease Agreement regarding any other real estate.

Article III. Rent

Section 3.01 During the Term, Tenant shall pay Landlord the Base Rent, in equal monthly installments, in advance, on the first day of each month during the Term, without notice, bill or demand.

Section 3.02 If the Commencement Date (and thus the Rent Commencement Date, which occurs on the same date as the Commencement Date) is not the first day of a month, the Base Rent for the month in which the Rent Commencement Date occurs shall be apportioned according to the number of days in that month.

Section 3.03 Tenant shall pay all Additional Rent that is payable to Landlord within fifteen (15) days after Tenant is billed for such amount, unless a different time period is specified in this Lease. The foregoing relates to payments of Additional Rent that are not due on a regular, periodic basis under this Lease. Any amounts of Additional Rent due on a regular, periodic basis under this Lease shall be due at the time specified for such payments in this Lease. Landlord shall have the same rights and remedies with respect to non-payment of Additional Rent as Landlord has with respect to Base Rent.

Section 3.04 Rent payable to Landlord shall be paid to Landlord at Landlord's Address in lawful money of the United States of America by good check. All Rent shall be paid without notice, demand, deduction, abatement or setoff, except as otherwise expressly provided in this Lease. A bill for Rent

payable to Landlord sent by first class mail to the address to which Notices are to be given under this Lease shall be deemed a proper demand for the payment of the amounts set forth therein, but nothing contained herein shall be deemed to require Landlord to send a Rent bill or otherwise make any demand for the payment of Rent except where such notice or demand is expressly required by the terms of this Lease.

Section 3.05 This is an absolutely net lease. Tenant shall be responsible for, and bear all the costs of, developing, maintaining, repairing (including replacement) and operating the Property, just as though Tenant were the fee owner of the entire Premises (and, as described above Tenant is, in fact, during the Term of the Lease, the owner of the Improvements). Landlord is not providing any construction allowances or any other form of monetary assistance, concession or inducement. Without limiting the following, Tenant shall be considered the owner of the entire Premises (and will in fact be the owner of the Improvements, during the Term of the Lease) for purposes of paying real property taxes, and thus shall pay all such real property taxes on the entire Property, directly to the taxing authority, as described in Section 4.02 hereof. In accordance with the foregoing, Landlord shall receive a net return from the Premises equal to the Base Rent, without deduction for any expense or charge for the Property. Tenant shall pay as Additional Rent all expenses, of every kind and nature, relating to or arising from the Property, including Impositions and expenses arising from the leasing, management, operation, maintenance, repair, use, or occupancy of the Property and all construction relating to the Property. Notwithstanding the foregoing, Landlord agrees to pay all of the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease, (b) debt service and other payments with respect to any Fee Mortgage, (c) expenses incurred by Landlord to monitor and administer this Lease, unless otherwise expressly provided in this Lease, (d) expenses incurred by Landlord in the ownership, leasing, management, operation, maintenance, repair, use or occupancy of the Property with respect to periods prior to the Commencement Date (subject to adjustment of Impositions as provided in Article IV), and (e) other expenses that are personal to the Landlord, including Landlord's income taxes, if any.

Section 3.06 Landlord's delay in rendering, or failure to render, any statement or bill for Additional Rent for any period shall not waive Landlord's right to render a statement or collect such Additional Rent for that or any subsequent period. If Landlord delivers to Tenant an incorrect statement with respect to any Rent, Landlord shall have the right to give Tenant a corrected statement for the period covered by the incorrect statement and to collect the correct amount of the Rent.

Section 3.07 If at any time during the Term the Rent is not fully collectible by reason of any Law, Tenant shall enter into such agreements and take such other action as Landlord reasonably requests and which is not prohibited by any Law, to permit Landlord to collect the maximum permissible Rent (but not in excess of the Rent). If such Law terminates prior to the Expiration Date (a) the Rent shall be paid in accordance with this Lease, and (b) Tenant shall pay to Landlord, if not prohibited by any Law, the Rent which would have been paid but for such Law, less the actual amount of Rent paid by Tenant to Landlord during the period of such Law.

Section 3.08 If any installment of Base Rent or any Additional Rent is not paid within ten (10) days of the date due under this Lease, Tenant shall pay Landlord, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount for, among other things, defraying the expenses incident to handling such delinquent payments. Such charge shall be in addition to, and not in lieu of, any other remedy Landlord may have hereunder.

Section 3.09 If any installment of Base Rent or any Additional Rent is not paid within ten (10) days of the date due under this Lease, Tenant shall pay Landlord, as Additional Rent, in addition to the above-described late charge, interest on the overdue amount at the Interest Rate. Such overdue Rent shall bear

interest from the date first due (without regard to any grace period) until the date such Rent is paid. Such interest shall be in addition to, and not in lieu of, any other remedy Landlord may have.

Article IV. Payment of Impositions and Utilities

Section 4.01 "Impositions" shall mean, collectively, (a) all real estate taxes, all special assessments and all other property assessments, including all assessments for public improvements or betterments, or for any business improvement district or the like, whether or not commenced or completed within the term of this Lease, (b) all ad valorem, sales and use taxes, (c) all rent and occupancy taxes and all similar taxes, (d) all personal property and other taxes on the Personal Property, (e) all water, sewer, and other utility charges imposed by any Governmental Authority, (f) all fines, fees, charges, penalties, and interest imposed by any Governmental Authority or utility, and (g) all other governmental charges and taxes, in each case of any kind or nature whatsoever, general or special, foreseen or unforeseen, ordinary or extraordinary, which are at any time during or with respect to the Term assessed, levied, charged, confirmed or imposed with respect to the Property, the Personal Property or the use, leasing, ownership or operation thereof, or become payable out of or become a lien upon the Property, the sidewalks or streets adjoining the Property, or the Personal Property or the rents or income therefrom. Notwithstanding the foregoing, Impositions shall not include (i) any tax imposed on Landlord's income or receipts (whether net or gross), (ii) any transfer taxes imposed with respect to the sale, exchange or other disposition by Landlord of the Premises, or (iii) franchise taxes, excess profits taxes, capital gains taxes, and taxes on doing business that are imposed on Landlord. If at any time during the Term the present method of real estate taxation or assessment is changed so that there is substituted for the type of Impositions presently being assessed or imposed on real estate, or in lieu of any increase in such Impositions, a tax described in clauses (i) or (ii) that is imposed solely on owners of real estate, such substitute taxes shall be deemed to be included within the term "Impositions."

Section 4.02 Pursuant to R.I. General Laws § 44-4-6, Tenant is hereby declared to be the owner of the Premises (and is in fact the owner of the Improvements) for purposes of the requirement to pay Impositions thereon. Throughout the Term, Tenant will pay, or cause to be paid, all Impositions as and when the same shall become due and payable, provided that if any Imposition may by Law be paid in installments, Tenant may pay such Imposition in installments as permitted by Law.

Section 4.03 If any of the Impositions are paid, levied or assessed on a fiscal year basis, and if the Commencement Date occurs on a day other than the first day of such fiscal year or the Expiration Date occurs on a day other than the last day of such fiscal year, such Impositions shall be apportioned between Landlord and Tenant on a *per diem* basis as of the Commencement Date and/or Expiration Date, as the case may be. To the extent any assessments payable in installments affect the Property at the Commencement Date or Expiration Date, (a) installments payable prior to the Commencement Date and after the Expiration Date shall be payable by Landlord, (b) installments payable after the Commencement Date and before the Expiration Date shall be payable by Tenant, and (c) any installment payable with respect to a fiscal period in which the Commencement Date or Expiration Date occurs shall be apportioned between Landlord and Tenant on a *per diem* basis.

Section 4.04 Notwithstanding the foregoing, Tenant shall not be responsible for (a) any Impositions that accrued prior to the Commencement Date, or (b) any fines, fees, charges, penalties, or interest imposed by any Governmental Authority with respect to periods prior to the Commencement Date or with respect to any notice of violation of Law issued and outstanding as of the Commencement Date.

Section 4.05 Tenant shall pay, or shall cause to be paid, all Impositions directly to the Governmental Authority charged with the collection thereof. Tenant shall deliver to Landlord, promptly upon request,

photostatic copies of the receipted bills or other evidence reasonably satisfactory to Landlord showing the payment of such Impositions. If a Leasehold Mortgage requires escrow payments of any of the Impositions to the holder of such Leasehold Mortgage, Tenant may pay such Impositions to such holder; provided that the foregoing shall not relieve Tenant of its obligation to cause all Impositions to be timely paid to the applicable Governmental Authorities or to provide Landlord with proof of timely payment.

Section 4.06 So long as the Premises are encumbered by a Fee Mortgage, the following shall apply: If any Fee Lender requires that amounts (estimated and/or actual) necessary to pay any Impositions and/or insurance premiums be deposited with it in advance (which right, if any, shall, as to any Fee Mortgage first granted after the date of this Lease, be subject to the rights of the holder of any Leasehold Mortgage), Tenant, upon at least thirty (30) days' prior written notice from Landlord, shall pay the amounts so required to the Fee Lender in accordance with the requirements of such Fee Lender. Payment by Tenant of such amounts to the Fee Lender in accordance with the requirements of such Fee Lender shall constitute full satisfaction of Tenant's obligations hereunder with respect to the amounts paid to the Fee Lender. If any Imposition for which such payment is timely made to the Fee Lender is not paid when due, Landlord (and not Tenant) shall take such steps as are necessary to cause the same to be paid. If any Imposition for which such payment has been made to the Fee Lender becomes delinquent, Tenant may, but shall not be obligated to, pay the same and deduct the amount of such payment, plus any interest and penalties and any other reasonable expenses of Tenant incurred in connection therewith, from the next ensuing installment or installments of Rent.

Section 4.07 Subject to the provisions of any Leasehold Mortgage and any Fee Mortgage, Tenant may, at Tenant's sole cost and expense, endeavor from time to time to reduce the assessed valuation of the Property for the purpose of reducing the Impositions payable by Tenant. Notwithstanding the foregoing, Tenant shall timely pay all Impositions. Landlord agrees to offer no objection to such contest or proceeding and, at the request of Tenant, to reasonably cooperate with Tenant in pursuing such contest or proceeding, but without expense to Landlord. Any such contest or proceeding shall be brought in Tenant's name unless otherwise required by Law, in which case the contest or proceeding may be brought in Landlord's name. Tenant agrees to indemnify and hold Landlord harmless from all Liabilities arising by reason of or in connection with any such proceeding. If Tenant does not intend to institute proceedings in any real estate tax fiscal year to reduce the assessed valuation of the Property, Tenant shall give Landlord notice thereof no later than the date thirty (30) days before the last date by which such proceedings may be filed, and Landlord then may, at its option, and at Landlord's expense, institute such proceedings. If Landlord initiates one or more such proceedings, the expenses of such proceeding(s) shall be paid by Landlord, but Tenant shall reimburse Landlord for such expenses, as Additional Rent, out of (a) any refund of Impositions received by Tenant, and/or (b) any reduction in Impositions realized by Tenant as a result of such proceeding(s), but in each case only to the extent such refund, reduction or savings are realized or received by Tenant.

Section 4.08 If all or any part of an Imposition is refunded to either party (whether through cash payment or credit against Impositions), the party who paid the Imposition to which the refund relates shall be entitled to such refund to the extent such refund relates to any Imposition paid by such party. If either party receives a refund (whether by cash payment or credit) to which the other party is entitled, the receiving party shall promptly pay the amount of such refund or credit to the entitled party, less the receiving party's expenses, if any, in obtaining such refund or credit.

Section 4.09 If there are any proceedings to contest the assessed valuation of the Property pending as of the Commencement Date, Landlord shall continue to prosecute such proceedings and Tenant shall reasonably cooperate with Landlord in Landlord's prosecution of such proceedings. If the final resolution of such proceedings results in a reduction of the assessed valuation of the Property for the tax year in which the Commencement Date occurs, Tenant shall reimburse Landlord, as Additional Rent, for its

equitable share of the legal expenses incurred by Landlord with respect to such proceeding (considering the value of the benefit to Tenant as compared to the value of the benefit to Landlord resulting from such proceeding). If, by reason of any contest or proceeding conducted by Landlord, all or any part of the amount of any Imposition paid by Landlord is refunded or credited to Tenant or Landlord (whether by cash payment or credit against Impositions), Landlord shall be entitled to receive the same (to the extent such refund or credit relates to any Imposition paid by Landlord) and, if so refunded or credited to Tenant, Tenant agrees promptly to pay Landlord the portion of such refund or credit that belongs to Landlord. Any refund or credit of any Imposition relating to the tax year in which the Commencement Date occurs shall be prorated as of the Commencement Date between Landlord and Tenant on a *per diem* basis; and the party who is paid the refund shall pay the other party, within 15 days of receipt of such refund, the other party's pro rata share of such refund.

Section 4.10 Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Property, including fuel, gas, electric, water, sewer service, trash collection, and telephone and internet service.

Article V. Initial Construction

Section 5.01 The following terms, as used in this Lease and in all amendments to this Lease (unless otherwise specified or unless the context otherwise requires), shall have the meanings set forth below:

- (a) **Building Department:** The Department of Inspections and Standards of the City of Providence, State of Rhode Island.
- (b) **Construction Security:** Tenant shall deliver to Landlord the same form of completion guaranty as Tenant is required to deliver to its Leasehold Lender (or, if the Leasehold Lender does not require a completion guaranty, then Tenant shall supply a commercially reasonable form of completion guaranty), to ensure that the development, if and when commenced, is completed and that all subcontractors and materialmen are paid in full. It is contemplated that such guaranty will be from either a person, or an entity that is an Affiliate of Tenant (but not Tenant itself) and which has independent assets. To be clear, this shall be a separate guaranty, running to the benefit of Landlord, but the guaranty shall contain the same content as the guaranty to the Leasehold Lender (and be granted by the same guarantor). That said, if the completion guaranty to the Leasehold Lender provides any possibility that such guaranty could be deemed satisfied, or waived, or otherwise diminished or extinguished, short of a Certificate of Occupancy being obtained for the construction (or other applicable commercially reasonable completion point described in such lender's guaranty), then such provisions shall not be contained in the guaranty running to the benefit of Landlord. The foregoing described completion guaranty is referred to as the "Construction Completion Guaranty" and the guarantor thereunder is the "Construction Completion Guarantor". The Construction Security shall consist of the Construction Completion Guaranty. Tenant shall deliver the Construction Completion Guaranty to Landlord simultaneously with Tenant's delivery of the lender's construction completion guaranty to the Leasehold Lender. The exact wording of such Construction Completion Guaranty shall be subject to review and reasonable approval by Landlord to ensure that it conforms to the requirements of this provision. Tenant shall also supply Landlord a copy of the lender's construction completion guaranty, for comparison. Notwithstanding the foregoing sentence, if the Leasehold Lender will not allow a copy of such executed construction completion guaranty to be disclosed to Landlord (despite Tenant's good faith efforts to persuade the Leasehold Lender to do so) then Tenant shall supply a certificate representing and warranting to Landlord exactly what, verbatim, the construction completion guaranty says/contains.

- (c) **Initial Construction:** The initial construction of the Improvements described in Section 5.02 below, including all related demolition and excavation activities.
- (d) **Major Contractors:** Those contractors and/or subcontractors performing the following work at the Property: concrete, masonry, carpentry/drywall, HVAC, electrical, roofing, and plumbing.

Section 5.02 If Tenant constructs Improvements then such construction shall be in accordance with the requirements of this Lease, and the Initial Construction shall consist of either (a) a First Class hotel, or (b) a First Class extended stay hotel, or (c) some other First Class development approved by Landlord, such consent not to be unreasonably withheld, conditioned or delayed, and in all events containing at least 50,000 square feet of leasable/usable area (a "Permitted Development"). Such building(s) shall be an independent, free standing structure(s) located entirely within the boundaries of the Land. Such building(s) and the Improvements constructed or installed in connection therewith and all appurtenances thereto are sometimes referred to as the "Facility." Tenant is not obligated to construct Improvements, or otherwise develop and open to the public; provided, however, that if Tenant has not, within one hundred eighty (180) days after the Commencement Date, commenced actual, material vertical construction work on a hotel building (or other Landlord approved primary structure) at the Premises (or does not thereafter in good faith and with diligence pursue the same to completion) then Landlord may, while any such period of disuse continues, elect to either terminate the Lease, or to extend the Lease on such terms and provisions as the Landlord in its sole discretion may determine. Specifically, to exercise such election, Landlord is required to send written notice to Tenant, with a copy to Tenant's Leasehold Lender, and Tenant would then have a period of one hundred eighty (180) days to commence such actual, material vertical construction work as described above (and thereafter in good faith and with diligence pursue the same to completion), or else such termination (or such extension, as the case may be) would be effective as of the end of such 180-day grace period. In the event of a termination, such termination would be without recourse or penalty to either party. In the event Tenant commences such construction of the Facility within such one hundred eighty (180) day period, the Landlord's notice shall be deemed vacated and null and void.

Section 5.03 Tenant shall not commence the Initial Construction until Tenant has met all of the following conditions:

- (a) Tenant has furnished to Landlord evidence reasonably satisfactory to Landlord that Tenant has sufficient funds available to it, together with a commercially reasonable loan amount (for which Tenant shall have obtained a binding commitment), to build and complete the Facility; and
- (b) Landlord has reviewed and approved the final plans and specifications for the Initial Construction, with the only purpose of such review and such approval right to be to verify that the project contemplated qualifies as a "Permitted Development" as defined in this Lease; and
- (c) Tenant has delivered to Landlord (i) copies of all permits, approvals, and authorizations required by the Building Department and all other Governmental Authorities for the Initial Construction, and (ii) copies of the plans and specifications for the Facility stamped approved by the Building Department; and
- (d) Tenant has delivered to Landlord the Construction Security; and
- (e) Tenant has obtained, and has caused its general contractors, construction managers, architects, and subcontractors to obtain, the insurance required by Article IX and has delivered to Landlord certificates (in form reasonably acceptable to Landlord) evidencing such insurance.

Section 5.04 The construction contract with the Tenant's general contractor shall contain the following indemnification provision in favor of Landlord and the Overlease Parties, and, as is contained in the language below, the general contractor is required to put such indemnification clause in each of its subcontracts (and so on down the chain of subcontracts): *Contractor indemnifies and holds harmless Owner's landlord (The Providence Redevelopment Agency), its affiliates, officers, directors, partners, members, and employees, as well such agency's landlord (the City of Providence), and its affiliates, officers, directors, partners, members and employees (separately and collectively all of the foregoing are referred to as the "Indemnified Parties") from and against all claims, demands, suits, liabilities, damages, losses and expenses, including reasonable attorneys' fees and disbursements, arising out of or in connection with any claims for personal injury, death or property damage occurring in connection with the work described in this contract (including any liability imposed by law), except to the extent such injuries to persons or property or death are due to the negligence or willful misconduct of an applicable Indemnified Party. The Indemnified Parties are hereby made third party beneficiaries of the foregoing indemnity and hold harmless. Furthermore, Contractor shall insert the foregoing indemnity and hold harmless provision, verbatim, in each of its subcontracts, and shall require those subcontractors to insert the same clause in their sub-subcontracts, and so on down the line of subcontracts. Notwithstanding the foregoing sentence, Contractor will not be in default of this provision if, despite Contractor's best efforts, this indemnity and hold harmless agreement is absent, at any one time, from up to (but not to exceed) One Hundred Thousand Dollars (\$100,000.00) worth of lower tier contracts.*

Section 5.05 Landlord's approval of the plans and specifications for the Initial Construction shall not be unreasonably withheld, conditioned or delayed, and shall be solely for the purposes of confirming that the project qualifies as a "Permitted Development" as defined in this Lease. If Landlord fails to grant or deny any such request for Landlord's approval within ten (10) calendar days after Landlord has received Tenant's request for such approval, three (3) complete sets of plans and specifications, and all additional information reasonably requested by Landlord, such approval shall be deemed granted if (and only if) Tenant's consent request contains a "Reminder Notice", meaning, on the front page of the request, in bold capitalized letters, a statement that Landlord's approval shall be deemed given pursuant to Section 5.05 of this Lease if Landlord fails to deny or grant its approval within ten (10) days of receipt of the such request, plans and specifications, and any reasonably required additional information. Such approved plans and specifications may not be "materially modified" (as defined below) without Landlord's approval, such approval not to be unreasonably withheld, conditioned or delayed, with such approval limited solely to confirming that the project remains a Permitted Development. If Landlord fails to grant or deny any such request for Landlord's approval to any material modification(s) to the approved plans and specifications within three (3) business days after Landlord has received Tenant's request for such approval, three (3) complete sets of the plans and specifications reflecting such material modification(s), and all additional information reasonably requested by Landlord, and if Tenant's request for approval contains the Reminder Notice described above (but referencing three (3) business days rather than ten (10) days), such approval shall be deemed granted. No approval by Landlord, and no inspection by Landlord or its representatives of the Initial Construction, shall be deemed an assurance or representation by Landlord that any aspect of the Initial Construction, or the plans and specifications therefor, comply with applicable Legal Requirements or with the requirements of this Lease.

For the purposes of this provision, "materially modified" shall mean that the Facility, as intended to be modified, is no longer a Permitted Development.

If Tenant commences construction of the Initial Construction but fails to Substantially Complete the Initial Construction within forty eight (48) full calendar months of the date vertical construction on such project commences (as subject to Unavoidable Delays), then (subject to the rights of Leasehold Lender, and further, subject to first obtaining the written consent of Leasehold Lender in Leasehold Lender's sole discretion) Landlord may, at its sole option, enter upon the Premises for any one or more of the following

purposes: to complete construction of the Facility, to secure any partially completed construction on the Premises, and/or to take any measures Landlord deems necessary to safeguard and protect the Premises, the Improvements thereon, the materials stored thereon, the safety of the public, and the safety of buildings and improvements adjacent to the Premises. Tenant agrees to reimburse Landlord, as Additional Rent, for all costs and expenses of every kind and nature incurred by Landlord pursuant to the preceding sentence. If Landlord takes over the construction of the Facility, Tenant promptly shall remove its employees and such of its agents and contractors as Landlord shall specify from the Premises and Improvements and shall refrain from interfering with the construction or protection of the Facility in any manner. Landlord's rights under this paragraph shall be in addition to, and not in lieu of, any other remedy Landlord may have. The Landlord acknowledges that any rights of the Landlord under this provision are specifically subject to any rights and/or remedies of the Leasehold Lender as set forth in Article XV of this Lease

Section 5.06 No Affiliate of Tenant shall be engaged to act as (i) general contractor for the Facility, or (ii) the construction manager of the Facility, or (iii) design-builder, and/or (iv) a Major Contractor.

Section 5.07 The materials, fixtures, machinery and equipment to be installed in the Facility shall be of good or first rate quality and new. If required by Landlord, Tenant shall furnish reasonably satisfactory evidence to Landlord as to the kind and quality of materials, fixtures, machinery and equipment. All construction work associated with the Facility shall comply in all material respects with the requirements of the final plans and specifications approved by Landlord. All work in connection with the construction of the Facility shall be prosecuted with reasonable dispatch, subject to Unavoidable Delays.

Section 5.08 If Tenant initially obtains a temporary certificate of occupancy for the Facility, Tenant shall keep such temporary certificate of occupancy in full force and effect until the date that a permanent certificate of occupancy is issued for the Facility, and Tenant shall obtain and deliver to Landlord a permanent certificate of occupancy for the Facility within six (6) months after issuance of the initial temporary certificate of occupancy, subject to reasonable extension of such time period for Unavoidable Delays.

Section 5.09 Tenant shall deliver the following documents to Landlord, promptly after the Facility is Substantially Completed: (i) copies of the "as built" plans for the Facility, including CAD drawings if requested by Landlord; (ii) a survey of the Property showing the Facility and certified to Landlord by a licensed surveyor; (iii) all permits, certificates, and sign-offs required to be issued by applicable Legal Requirements in connection with the construction of the Facility; and (iv) when issued, any temporary or permanent certificate of occupancy issued with respect to the Facility.

Article VI. Alterations

Section 6.01 The provisions of this Article shall also apply to the Initial Construction, except to the extent Article V may impose a higher standard, as well as all other Alterations. Any development of the Premises (including without limitation the Initial Construction), as well as any Alterations thereafter, shall be done in such a manner as to create and keep the Property in First Class condition. No demolition of a substantial portion of the Improvements shall be allowed unless consented to by Landlord in its sole discretion. Alterations shall not reduce the value of the Property.

Section 6.02 Subject to Section 7.01, Tenant may, at its sole option and at its sole cost and expense, make any additions, replacements, changes, alterations, installations, repairs or improvements to the Property (the "Alterations") that Tenant, in its sole discretion, deems necessary or appropriate; except that Tenant shall not, without Landlord's consent, which may be granted or denied in Landlord's absolute

discretion: (a) demolish a substantial portion of the Improvements, (b) alter the Improvements so as to reduce the aggregate rentable square footage of the Improvements below that which qualified the Improvements as a Permitted Development, (c) alter the Improvements so as to adversely affect the structural integrity of the Improvements, or (d) alter the nature of the Facility such that it no longer qualifies as a Permitted Development. Notwithstanding the foregoing, Landlord's consent shall not be unreasonably withheld or delayed to any of the Alterations described in clauses (a) – (c) if such Alterations result from a material casualty not caused by Tenant or from a condemnation.

Section 6.03 All Alterations shall be made in a good and workmanlike manner, in compliance with all applicable Laws, and in compliance with the requirements of any Leasehold Mortgage and/or Fee Mortgage, and shall conform in all material respects with the plans and specifications approved by the Building Department and, if applicable, the Landlord. Tenant shall complete all Alterations with reasonable diligence and shall, promptly after completion of such Alterations, obtain all certificates, sign-offs, licenses, permits, and approvals required by Law to be obtained with respect to the Alterations and with respect to all equipment, machinery and fixtures installed in connection with the Alterations. All materials, fixtures, machinery and equipment to be installed in the Improvements shall be of good quality and new.

Section 6.04 Tenant shall design and plan the staging of all work at the Property, and perform all construction at the Property, with a high degree of care so as to ensure the safety of persons and property at and around the Property.

Section 6.05 Tenant shall not commence any Alterations until Tenant has met all of the following conditions:

- (a) Tenant has obtained all permits, approvals, and authorizations required by the Building Department and all other Governmental Authorities for the Alterations; and
- (b) Has required its contractors (and through its contractors, its subcontractors) to carry commercially reasonable types and amounts of insurance ; and
- (c) Tenant has obtained the insurance required by Section 6.06 below, and has delivered to Landlord certificates (in form reasonably acceptable to Landlord) evidencing such insurance; and
- (d) Tenant has complied with Section 5.04 of this Lease; and
- (e) Landlord has consented to the final plans and specifications for the proposed Alterations (Landlord's consent shall be required solely to confirm that the project remains a "Permitted Development"; otherwise, the only consent required for the plans and specifications shall be those of applicable permit/approval granting authorities); and
- (f) If the Alterations consist of the demolition of all or substantially all of the then existing Facility, and the construction of a different or replacement Facility and if the aggregate cost of the proposed construction for such new Facility, as reasonably estimated, exceeds Five Hundred Thousand Dollars (\$500,000.00), Tenant has delivered to Landlord the Construction Security described in Section 6.07 below.

Section 6.06 Tenant shall maintain during any period that Tenant is engaged in performing Alterations, and shall deliver to Landlord prior to commencing the Alterations, the following insurance:

- (a) At all times during construction, (x) owner's contingent or protective liability insurance covering claims not covered by the Liability Policy described in Article IX, and (y) if the Property Damage Policy provided in Article IX does not provide protection, builder's risk insurance insuring against "all risks" (including terrorism and bioterrorism) to the Improvements and Personal Property, with (i) an agreed amount endorsement waiving co-insurance provisions, (ii) engineer's

and architect's errors and omissions insurance with a general aggregate limit of at least \$1,000,000. Such builder's risk insurance shall include coverage against collapse, those coverages available under the so-called Installation Floater, damage or destruction of the Alterations (including the Facility while under construction), machinery, tools and/or equipment at the construction site, and damage or destruction to materials and supplies to be used or incorporated in the construction that are at or near the Property. Such builder's risk insurance shall be written on a completed value basis (non-reporting full coverage), be in an amount not less than the total value of all Alterations under construction, have a deductible no greater than \$25,000.00, permit partial or full occupancy of the Property, include waiver of subrogation in favor of Landlord, and shall be in form, with companies, for periods and in amounts reasonably required by Landlord.

- (b) If the reasonably estimated cost of the Alterations exceeds \$500,000.00, Tenant shall maintain at all times during the construction "Wrap-Up" liability insurance with a general aggregate limit of not less than \$10,000,000, covering all construction managers, contractors, subcontractors, construction managers and design-builders. Such coverage shall be in lieu of requiring separate liability policies from each of the foregoing Persons.

The Landlord Parties, Overlease Parties, and Fee Lender shall be named as additional insured on all liability policies required to be obtained by Tenant, its contractors, sub-contractors, construction managers, and design-builders, including any "Wrap-Up" insurance. Waiver of subrogation in favor of the Landlord Parties, Overlease Parties, and Fee Lender shall be provided in all insurance required under this Article and Article V.

Section 6.07 If the Alterations consist of the demolition of all or substantially all of the then existing Facility, and the construction of a different or replacement Facility and if the aggregate cost of the proposed construction for such new Facility, as reasonably estimated, exceeds Five Hundred Thousand Dollars (\$500,000.00), Tenant shall deliver to Landlord as Construction Security a Construction Completion Guaranty in the same form as was required for the Initial Construction, and from a guarantor who is either the guarantor under the original Construction Completion Guaranty, or, a substitute guarantor reasonably acceptable to Landlord. If Tenant has assigned the Lease to a bona fide third party (i.e., not an Affiliate of Tenant), then such guaranty can be supplied by a person or entity affiliated with such third party, whose net worth is reasonably acceptable to Landlord, and in such event no guaranty from the original guarantor shall be required. Alternatively, at Tenant's election, a completion bond reasonably satisfactory to Landlord could be supplied, in which event no guaranty whatsoever would be required.

If Landlord sells or otherwise transfers the Land and Landlord's interest in this Lease, Landlord may transfer the Construction Security to the vendee or transferee. Upon such transfer, Landlord shall be released by Tenant from all liability for the return of the Construction Security, and Tenant shall look solely to the new landlord for the return of the Construction Security.

Section 6.08 To the extent reasonably necessary, and without violating applicable Law, Landlord shall, at no out-of-pocket expense to Landlord, cooperate with Tenant in Tenant's efforts to obtain the required permits, approvals, and authorizations for the construction of the Alterations and the operation of the Improvements in accordance with the provisions of this Lease, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

Section 6.09 At all times during the Term, the Facility, all other Improvements, all Alterations, and all Personal Property acquired (or leased) by Tenant or Tenant's Affiliates shall be the property of Tenant, but shall remain on the Premises except as hereinafter provided. During the Term, Tenant alone shall be entitled to all of the tax attributes of ownership of the Facility, all other Improvements, all Alterations and all Personal Property acquired (or leased) by Tenant or Tenant's Affiliates, including, without limitation, the right to claim depreciation or cost recovery deductions. Except if the Tenant becomes the owner of the Premises in accordance with the terms of this Lease, upon the expiration or sooner termination of the Term, the Facility, all other Improvements, all Alterations, and all Personal Property acquired (or leased) by Tenant or Tenant's Affiliates shall become the sole property of Landlord at no cost to Landlord, free and clear of all liens, leases and encumbrances and in good condition, subject only to reasonable wear and tear, except that Tenant may remove from the Property at the Expiration Date any of Tenant's Personal Property that is moveable, but any damage caused by such removal shall be repaired by Tenant in a good and workmanlike manner. If Tenant becomes the owner of the Premises, all Improvements (as well as all Fixtures and Personal Property) shall remain the property of the Tenant.

Section 6.10 Notwithstanding the foregoing, Tenant may replace any fixtures, machinery, equipment and Personal Property from time to time, provided such replacements are new and of quality and utility at least equal to the fixtures, machinery, equipment and Personal Property being replaced. Any such replacements shall remain on the Premises and become the property of Landlord (unless Tenant becomes the owner of the Premises pursuant to its purchase option below in this Lease, in which event ownership remains with Tenant) at the expiration or sooner termination of this Lease as provided above.

Section 6.11 Tenant shall deliver to Landlord, at the completion of the Improvements, copies of the "as built" plans for all buildings, including the Facility, constructed on the Premises and all material Alterations (including replacements of or material Alterations to building systems, structural alterations to the structural elements of the buildings, and additions to the buildings), including CAD drawings, and any temporary or permanent certificate of occupancy issued with respect to such buildings.

Section 6.12 Landlord, its architects, engineers and representatives shall have the right, at no cost to Tenant, to inspect the Land and the Improvements (to the extent then constructed) from time to time during the construction of the Facility and any Alterations.

Section 6.13 Tenant shall keep the Property and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect or engineer and free from any similar lien or encumbrance with respect to work, material or services alleged to have been performed for Tenant. If any such lien or encumbrance is filed or recorded, Tenant shall discharge any such lien or encumbrance by bond or otherwise within forty five (45) days after such lien or encumbrance is recorded in the Providence Land Evidence Records (provided, however, that in no event may there be any threat of imminent foreclosure of a lien or other form of forfeiture). Notwithstanding the foregoing, Notice of Intentions for up to One Hundred Thousand Dollars (\$100,000.00) worth of work/materials may appear of record, provided the Construction Completion Guaranty contains (as is so required by Section 5.01(b)) hereof, a guaranty of lien-free completion of the project. (But, in no event may there be any threat of imminent foreclosure of a lien or other form of forfeiture). If Tenant fails to discharge such lien or encumbrance within such applicable period, Landlord may pay the amount reflected on such lien or encumbrance (or any portion thereof) and any costs, interest, and/or penalties imposed in connection therewith or take such other action as Landlord deems necessary or desirable to remove such lien or encumbrance, without being responsible for investigating the validity thereof and without regard to any objection by Tenant. The amount so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease payable within thirty (30) days after Tenant is billed therefor. Nothing in this Lease shall be deemed in any way to: (a) constitute Landlord's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration,

addition, improvement or repair of the Property; or (b) evidence Landlord's agreement to subject the Property to any such lien.

Article VII. Compliance with Law; Environmental Laws; Contest

Section 7.01 Tenant, at Tenant's expense, shall comply, and shall cause the Subtenants to comply, in all material respects at all times, with all Laws applicable to the Property, the occupancy of the Property, any Alterations, and/or any property on or activities at the Property. Without limiting the foregoing, Tenant shall promptly cure all violations of Law as to which a notice of violation has been issued or as to which a directive or order has been issued by any public officer or other person having authority, promptly discharge of record any such notice of violation, promptly comply with any such order or directive, and pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation or requirement of Law.

Section 7.02 Without limiting the foregoing:

(a) The following terms, as used in this Lease and in all amendments to the Lease (unless otherwise specified or unless the context otherwise requires), shall have the meanings and/or be construed, as the case may be, as set forth below:

- i) **Environmental Laws** shall mean all Laws (a) relating to the environment, human health or natural resources; (b) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Substances; (c) relating to the remediation of the Property for Hazardous Substances, including investigation, response, clean-up, remediation, prevention, mitigation or removal of any Hazardous Substance; or (d) requiring notification or disclosure of releases of Hazardous Substances or of the existence of any environmental conditions on or at the Property, as any of the foregoing may be amended, supplemented, or supplanted from time to time.
- ii) **Hazardous Substances** shall mean any and all substances, materials, chemicals and/or wastes which now or hereafter are classified or considered to be hazardous or toxic, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Law applicable to the Property, and shall also include (1) gasoline, diesel fuel, and other petroleum hydrocarbons; (2) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (3) polychlorinated biphenyls; (4) radon gas; and (5) flammable liquids and explosives. The term "Hazardous Substances" shall only mean such aforementioned substances, materials, chemicals and/or wastes that are in quantities that violate applicable legal standards for hotel use of the Property.
- iii) **Remedial Action** shall mean the investigation, response, clean up, remediation, prevention, mitigation or removal of contamination, environmental degradation or damage caused by, related to or arising from the existence, generation, use, handling, treatment, storage, transportation, disposal, discharge, Release (including a continuous Release) or emission of any Hazardous Substance, including the investigation, removal or closure of any underground storage tanks and any soil or groundwater investigation, remediation or other action required under or necessary to comply with any Environmental Laws.
- iv) **Release** shall mean the release or threatened release of any Hazardous Substances into or upon or under any land, water or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, powering, escaping, emptying, placement and the like.

- v) "Material," as used to describe Tenant's compliance obligations in this Article, shall mean that the failure to so comply may reasonably be expected to result in material risk of (1) physical injury or illness to any individual, (2) criminal liability or (3) fines or Remedial Action or compliance costs in excess of Five Thousand Dollars (\$5,000.00).
- (b) Subject to subparagraph (c) below, Tenant, at Tenant's expense, shall comply, and shall cause its Subtenants to comply, in all material respects at all times, with all Environmental Laws. Such compliance includes Tenant's obligation, at its expense, to take Remedial Action when required by Law (in accordance with applicable Law and this Lease) and to pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation or requirement of Law.
- (c) Tenant shall notify Landlord promptly if (i) Tenant becomes aware of the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Property in any quantity or manner, which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any Material liability or the obligation to take Remedial Action or other material obligations under any Environmental Law, or (ii) Tenant receives any written notice, claim, demand, request for information or other communication from a Governmental Authority, or a third party, regarding the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Property or related to the Property which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any Material liability or obligation to take Remedial Action or other material obligations under any Environmental Law.
- (d) Tenant shall take and complete any Remedial Action with respect to the Property in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authorities that no further Remedial Action is required to be taken ("Final Governmental Approval"). In connection with any Material Remedial Action, (i) Tenant shall promptly submit to Landlord its plan of Remedial Action and all material modifications thereof, (ii) Tenant shall use an environmental consultant reasonably acceptable to Landlord, and (iii) Tenant shall apprise Landlord, on a quarterly basis (or more frequently if reasonably requested by Landlord), of the status of such remediation plan and provide Landlord with copies of all correspondence, plans, proposals, contracts and other documents relating to such plan or proposed plan. If Tenant's environmental consultant determines that there is not a reasonable likelihood of obtaining Final Governmental Approval prior to the third anniversary of the date on which the remediation plan is first submitted to Landlord, a certificate to that effect shall be provided to Landlord by such environmental consultant on behalf of Tenant, which certificate shall also state, to the reasonable satisfaction of Landlord, the status of the Remedial Action and the schedule for completion of the Remedial Action, the reasons why such Final Governmental Approval is not likely to be obtained within such time period and that all Remedial Actions to date have been completed in accordance with all Environmental Laws.

Landlord shall reasonably cooperate with Tenant, at no material cost to Landlord, with respect to the imposition of any environmental land use restriction required by any Governmental Authority against the Land and to the extent authorized by the Tenant.

Section 7.03 Tenant shall have the right to contest, at its sole cost, by appropriate legal proceedings, the amount or validity of any fine, charge or penalty imposed in connection with an alleged violation of Law, the validity of any Law to the Property, the validity of any application of any Law to the Property,

the existence of any violation of Law, and/or the validity of any issued notice of violation of Law (the "Contested Obligation"). Tenant may defer payment and/or performance of the Contested Obligation to the extent that and so long as Tenant is diligently contesting, at its expense, by appropriate legal proceedings the existence, amount or validity of the Contested Obligation, provided that all of the following conditions are met:

- (a) There is no outstanding Event of Default.
- (b) Such contest is made and prosecuted in good faith.
- (c) Such proceeding shall operate during the pendency thereof to prevent (i) the sale, forfeiture or loss of Landlord's fee estate in the Premises (and potential reversionary estate in the Improvements), and (ii) the forfeiture or loss of the Base Rent or Additional Rent, and (iii) any interference with the use or occupancy of the Property, and (v) the cancellation of any insurance policy required to be maintained by Tenant pursuant to Article IX of this Lease. In addition, such proceeding shall not create a material risk that any of the foregoing will occur.
- (d) If the applicable loan documents require the Leasehold Lender's and/or Fee Lender's consent, such consent(s) has(have) been obtained. Tenant shall furnish to Landlord, promptly upon request, evidence of such consent.
- (e) If the reasonably estimated cost of curing or discharging the Contested Obligation and of satisfying any potential civil and/or criminal penalties if judgment is not in favor of Tenant exceeds One Hundred Thousand Dollars (\$100,000.00), Tenant shall have furnished to Landlord a bond or other security reasonably acceptable to Landlord, to secure Tenant's obligations under this Article VI, in an amount equal to 125% of the reasonably estimated cost of curing or discharging the Contested Obligation plus the reasonably estimated penalties.
- (f) Tenant is not contesting a criminal liability, penalty, or sanction.
- (g) Tenant reimburses Landlord, within thirty (30) days of being billed therefor, for all Liabilities incurred by Landlord in connection with such contest.
- (h) Landlord is not exposed to any risk of criminal liability, penalty, or sanction.
- (i) Tenant shall, promptly upon Landlord's request, apprise Landlord of the status of the contest and provide Landlord with copies of all documentation relating to such contest.
- (j) Tenant promptly and diligently prosecutes such contest to final conclusion by appropriate legal proceeding, but Tenant shall have the right to attempt to settle or compromise such contest, subject to receipt of Landlord's consent, which shall not be unreasonably withheld, if the settlement or compromise will in Landlord's reasonable judgment have a material impact on the use and occupancy of the Property.

Tenant shall indemnify and save Landlord harmless against any and all Liabilities incurred by Landlord in connection with any such contest or the Contested Obligation. Tenant shall, promptly after the final determination of such contest, comply with the requirements of such determination and pay all amounts levied, assessed, charged or imposed on any of the Landlord Parties, Overlease Parties, Fee Lender, Tenant, the Property or any part thereof, in connection therewith, together with all fines, penalties, interest, costs and Liabilities.

Section 7.04 Notwithstanding anything in this Section 7 to the contrary, as to Hazardous Substances that exist as of the date of this Lease ("**Pre-Existing Hazardous Substances**"):

No Indemnity by Tenant. Tenant shall not, under any circumstances, be responsible to indemnify Landlord, or any of the Overlease Parties, for any Pre-Existing Hazardous Substances on, at, under or around the Premises. In other words, if any third parties should bring a suit or other action against the Landlord (or any of the Overlease Parties), Tenant shall not be required to indemnify Landlord or such other parties with respect to the same.

Tenant Releases Landlord and Overlease Parties. Tenant covenants not to sue the Landlord or the Overlease Parties with respect to, or arising from, any environmental liability whatsoever relating to Pre-Existing Hazardous Substances on, at, under or around the Premises. In other words, if Tenant discovers that Pre-Existing Hazardous Substances do exist, Tenant shall not sue or take any other action against Landlord or the Overlease Parties, nor shall the Lease be affected or the rent abated.

Section 7.05 Notwithstanding anything in this Section 7 to the contrary, as to any Hazardous Substances that first exist at the Premises or Improvements after the date of the Lease ("**Future Hazardous Substances**"):

Landlord shall be liable for the remediation of any Future Hazardous Substances that Landlord actually, directly causes. Further, Tenant shall have all of its rights and remedies at law and equity against the applicable Overlease Party with respect to any cost or expense incurred by Tenant in connection with Future Hazardous Substances that any of the Overlease Parties may actually, directly cause to the Property.

Subject to the foregoing provision, during the Term of the Lease, Tenant shall indemnify Landlord and the Overlease Parties from and against all costs and expenses incurred from all Future Hazardous Substances at the Property, even if applicable Hazardous Substances are caused by neighbors or other third parties. To be clear, such indemnity shall continue only during the term of the Lease, provided, however, that such indemnity shall extend beyond the term of the Lease as to any Hazardous Substances that Tenant actually causes at the Property during the term of the Lease.

Article VIII. Repairs and Maintenance

Section 8.01 Tenant, at its own expense, shall at all times, subject to the provisions of Articles XI and XII (a) maintain the Property in an orderly and safe condition, in a good state of repair, and in a manner consistent with the standards of operation and maintenance of First Class properties similar to the Property, and (b) make such repairs, replacements and Alterations to the Property as are necessary to keep it in the condition required by the preceding clause (a) and to comply with the requirements of Article VII, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen.

Section 8.02 Tenant shall not permit any waste of the Property.

Section 8.03 Tenant shall keep the entire Property, including adjoining sidewalks, substantially free of any accumulation of dirt, rubbish, snow and ice.

Section 8.04 Unless otherwise expressly provided in this Lease, Landlord is under no obligation to maintain, repair, clean, alter or improve the Property, to comply with any Requirements, or to provide any service to the Property.

Article IX. Insurance; Compliance with Insurance Requirements

Section 9.01 The following basic terms, as used in this Lease and in all amendments to the Lease (unless otherwise specified or unless the context otherwise requires), shall have the following meanings: A "**Customary**" form of policy or amount of coverage or endorsement or other aspect of insurance is that form of policy, amount of coverage, endorsement or other aspect that is then customarily required by prudent Institutional Lenders for similar properties in the vicinity of the Premises (the "**Comparison Area**").

Section 9.02 Tenant, at Tenant's sole expense, shall maintain at all times during the Term (except as otherwise specifically provided below), and after the Term for so long as Tenant, or any Person holding through or under Tenant, remains in possession of the Property, the following insurance:

Liability Insurance. Tenant shall maintain a policy of commercial general liability insurance in Customary form (the "**Liability Policy**") protecting Tenant against claims of third parties for bodily injury, death, personal injury, and property damage (including personal injury liability covering libel, slander, false arrest and malicious prosecution, and fire and water damage legal liability) occurring in, upon, or about the Property and any appurtenances thereto. Such policy shall include contractual liability coverage covering Tenant's indemnification obligations under this Lease with respect to covered claims. Subject to Landlord's right (as set forth below) to require Tenant to increase coverage limits, such policy (either by itself, or together with an umbrella policy) shall have a per occurrence combined single limit of at least Five Million Dollars (\$5,000,000) annually and per location.

Property Insurance. Effective on and after the Construction Completion Date, Tenant shall maintain property insurance covering the Improvements and Personal Property insuring against (a) all risks, including fire, other risks and losses caused by explosion of boilers and other pressurized equipment, insured under the then Customary form of policy (as of the Commencement Date, the required form of policy shall be Causes of Loss -- Special Form) and shall cover increases in costs incurred by reason of changes in ordinances or laws, and (b) loss of rents in an amount at least equal to gross receipts from all sources of income from the Property, as reasonably estimated, for a period of at least 24 months (but in no event in an amount less than Base Rent and all regularly recurring Additional Rent payments for a period of at least 24 months, as reasonably estimated) notwithstanding that the policy may expire prior to the end of such period, and which coverage shall contain an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and Personal Property has been repaired or restored, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss or the expiration of 12 months from the date that the Improvements are repaired or replaced and operations are resumed, whichever first occurs, notwithstanding that the policy may expire prior to the end of such period; and (c) losses due to disruption of utility services originating away from the Improvements (the "**Property Damage Policy**"). With respect to losses to property, such policy shall be in an amount equal to 100% of the Full Replacement Cost (hereinafter defined) of the Improvements and Personal Property, but such coverage shall be, in any event, at least sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies. The term "**Full Replacement Cost**" shall mean the actual replacement cost of the Improvements and Personal Property, including the cost of demolition and debris removal and without deduction for depreciation and excluding the cost of excavation, foundations and footings. Such policy shall not exclude losses caused by flood, mold, fungus or acts of terrorism (including bioterrorism). With respect to losses covered by the insurance described in clause (b), the amount of the rental loss or business income insurance, as

applicable, shall be determined initially upon Substantial Completion of the Improvements and at least once each year thereafter based on Tenant's reasonable estimate of the gross income from the Property for the succeeding period of coverage.

Workers Compensation. Tenant shall maintain workers compensation insurance as required by law and which shall include employer's liability insurance for all employees of Tenant, in accordance with the statutory limits required by Law.

Automobile Insurance. Tenant shall maintain a policy of Automobile Liability insurance on owned, non-owned and hired motor vehicles used in connection with the operation of the Improvements with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

Liquor Insurance. If Tenant serves liquor or permits liquor to be served on the Property, Tenant shall maintain commercially reasonable liquor law sales and dram shop coverage and check room liability.

Insurance Required by Lenders. To the extent any Leasehold Lender may require Tenant to obtain any insurance coverage not required by this Lease, or require additional insurance coverage, or require a different or more highly rated insurance company to issue the insurance, or impose any requirement relating to Tenant's insurance that is more stringent than the requirements of this Lease, Tenant shall comply with such Leasehold Lender's insurance requirements.

The insurance coverage obtained by Tenant pursuant to this Article shall contain no more than a commercially reasonable amount of deductible or self-insured retention.

Whenever, in Landlord's reasonable judgment, good business practice and changing conditions indicate a need for additional liability limits or different types of insurance coverage, Tenant shall, within thirty (30) days after Landlord's request, obtain such insurance coverage, at Tenant's expense; provided that the requested amounts and types of coverage are Customary and provided that Landlord shall not require any increase in the limits of coverage of the Liability Policy more than once every five (5) years.

Section 9.03 All policies required by this Article shall be issued by insurance companies licensed to do business in the State of Rhode Island. All such insurers shall have a claims paying ability rating of no less than "A-8" and a financial class category rating of at least "VIII" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Landlord if A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed). If it is commercially impracticable to obtain insurance from an insurer with an "A-8" rating and a financial size category of at least "VIII" because of changes in the insurance industry or conditions in the Comparison Area, Tenant's insurers shall have a policy holder's rating that is at least equal to the Customarily required rating.

Section 9.04 Such policies may be carried under a blanket policy covering the Property and other locations of Tenant and Tenant's Affiliates, if such blanket policy contains an endorsement that guarantees a minimum limit available for the Property equal to the minimum limits required by this Article and that the minimum limits shall not be reduced for claims made with respect to other properties, and otherwise complies with this Article.

Section 9.05 The Liability Policy shall name Tenant as insured and shall include as additional insureds the Landlord Parties, the Overlease Parties, and all Lenders.

Section 9.06 If the Property is not encumbered by a Leasehold Mortgage: (a) the Property Damage Policy shall name Landlord as loss payee as its interest may appear and shall expressly provide that any losses thereunder shall be adjusted with Landlord, Tenant, and any Fee Lender; and (b) such policies shall include a standard Rhode Island mortgagee endorsement with respect to each Fee Lender; and (c) all proceeds paid under such policies shall be applied in accordance with the requirements of this Lease. If the Property is encumbered by a Leasehold Mortgage, the provisions of Article XV shall govern with respect to loss payee status and application of mortgage proceeds.

Section 9.07 All insurance policies required by this Article shall (i) contain endorsements that such insurance may not be canceled or amended, except upon not less than thirty (30) days prior written notice to Landlord, and (ii) be written as primary policies not contributing to or in excess of any policies carried by Landlord, and (iii) each contain a Waiver of Subrogation endorsement, in form and substance reasonably satisfactory to Landlord, in favor of the Landlord Parties, the Overlease Parties, and the Fee Lender.

Section 9.08 Concurrently with execution of this Lease and thereafter at least fifteen (15) days prior to the expiration of any policy, Tenant shall deliver to Landlord a binding certificate or certificates evidencing the insurance required by this Article in form and content reasonably satisfactory to Landlord, together with evidence of payment of the annual premium for each policy; except that the initial certificate evidencing the Property Damage Policy shall be first delivered on or before the Construction Completion Date. In addition, Tenant shall at any time and from time to time during the Term, promptly upon Landlord's request, furnish Landlord with a copy of the then current paid-up policy, appropriately authenticated by the insurer or, at Landlord's option, the Declarations page of such policy evidencing the required insurance.

Section 9.09 If Tenant fails to maintain the insurance required by the foregoing provisions of this Article or to timely furnish to Landlord the required evidence of such insurance and payment of the insurance premiums, Tenant shall be responsible for all Liabilities incurred by Landlord with respect to such default, including any Liabilities that would have been covered by the insurance Tenant is required to maintain. If Tenant fails to maintain any of the insurance required by this Article, Landlord may, at its option, in addition to exercising any other remedies available to it under this Lease or at law, obtain the insurance described in this Article, in which event Tenant shall reimburse Landlord, as Additional Rent, within 10 days of being billed therefor, for the costs incurred by Landlord to obtain such insurance.

Section 9.10 Tenant also shall require the Persons described below to carry the following insurance.

Subtenants. Tenant shall require all of its Subtenants to:

- (a) maintain Customary insurance required of tenants in similar properties (which insurance, as to any tenant serving liquor, shall include liquor law sales and dram shop coverage and check room liability), and
- (b) include the Landlord Parties and Overlease Parties and the Fee Lender as additional insured on their commercial general liability policies (or equivalent policies); and
- (c) obtain a waiver of subrogation endorsement in all policies in favor of the Landlord Parties, the Overlease Parties, and the Fee Lender.

Contractors, Subcontractors, Etc. Tenant shall require all of its Subtenants' contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials or labor to all or any portion of the Property to:

(a) include as additional insured in their commercial general liability policies the Landlord Parties, Overlease Parties and Fee Lender; and

(b) obtain a waiver of subrogation endorsement in all policies in favor of the Landlord Parties, Overlease Parties and Fee Lender,

in each case to the same extent Tenant requires such contractors, subcontractors, construction managers, design-builders, consultants, and other entities to include Tenant as additional insured and/or to obtain a waiver of subrogation endorsement in favor of Tenant.

Property Manager. If Tenant has a property manager, Tenant shall cause the company engaged to manage all or substantially all of the Improvements (the "Manager") to maintain at all times during the term of its management agreement, and thereafter for so long as Manager continues to manage the Improvements:

Workers compensation insurance as required by Law and which shall include employer's liability insurance for all employees of Manager; and

Liability Insurance with a per occurrence combined single limit of at least One Million Dollars (\$1,000,000) (annually and per location) including the Landlord Parties, Overlease Parties and Fee Lender as additional insured; and

Automobile liability insurance on owned, non-owned and hired motor vehicles used in connection with the operation of the Improvements with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

Each of the required coverages, excluding the professional liability insurance, fidelity insurance, and automobile liability insurance, shall contain a Waiver of Subrogation endorsement, in form and substance reasonably satisfactory to Landlord, in favor of the Landlord Parties, the Overlease Parties, and the Fee Lender.

Section 9.11 Tenant, at Tenant's expense, shall comply, and shall cause its Subtenants to comply, in all material respects at all times, with all Insurance Requirements.

Article X. Indemnity

Section 10.01 Tenant shall indemnify and hold harmless the Landlord Parties, the Overlease Parties, and the Fee Lender from and against any and all Liabilities arising from or in connection with all of the following: (a) the Property and/or any operations or activities thereon during the Term and after the Term for so long as Tenant, or any Person holding through or under Tenant, remains in possession of the Property, except to the extent such Liabilities arise out of Landlord's gross negligence or intentional misconduct; (b) any act, omission, negligence, or misconduct of Tenant and/or any of Tenant's officers, directors, employees, partners, members, agents, contractors, invitees, or Subtenants; (c) any accident, injury or damage (including death) occurring in, at or about the Property during the Term and after the Term for so long as Tenant, or any Person holding through or under Tenant, remains in possession of the

Property, except to the extent such Liabilities arise out of the Landlord's (or an Overlease Party's, or Fee Lender's) gross negligence or intentional misconduct; (d) any breach or default by Tenant under this Lease; (e) any claims made by Subtenants during or after the Term (including claims for return of security deposits and prepaid rent), except to the extent such claims arise out of Landlord's gross negligence or intentional misconduct; and (f) any holdover by Tenant, or by any Person(s) holding through Tenant, after the Expiration Date. If any action or proceeding is brought against Landlord and/or any Landlord Party, Overlease Parties or Fee Lender by reason of any such claim(s), Tenant, upon notice from Landlord or such Landlord Party, Overlease Parties, and Fee Lender shall resist and defend such action or proceeding by counsel reasonably satisfactory to Landlord or such Landlord Party, Overlease Parties, and Fee Lender.

Article XI. Casualty Damage and Destruction

Section 11.01 If the Property is damaged or destroyed by fire or other cause (ordinary or extraordinary), Tenant shall give Landlord prompt notice of such event and, except as provided in Section 11.03, shall repair such damage and restore the Property to the condition existing prior to such damage or destruction (or, if changes in laws prohibit restoration to such prior condition, then as reasonably near thereto as practical under the circumstances) and to a standard and quality no less than the construction of the original Improvements (the "Restoration"). Such repair and restoration shall be affected with reasonable diligence, subject to reasonable delays for adjustment of the insurance loss and Unavoidable Delays. Subject to Section 11.03, such obligation shall survive any termination of this Lease. Rent (including Base Rent and Impositions) shall not be abated by reason of any such damage or destruction and Tenant's obligations under this Lease shall not be affected by reason of such damage or destruction. Except as provided in Section 11.03, this Lease shall not terminate solely by reason of such damage or destruction.

Section 11.02 The proceeds of any Property Damage Policy shall be disbursed to Tenant, subject to the rights of the Leasehold Lenders.

Section 11.03 Notwithstanding the foregoing, if the cost to restore the Improvements, as reasonably estimated, would equal or exceed 50% of the Full Replacement Cost of the Improvements, Tenant may, at its option, elect not to restore the Improvements, by notice given to Landlord no later than thirty (30) days after such fire or other causal event, provided all of the following conditions are met:

- (a) Tenant is not in default of this Lease, which default is not cured within the applicable cure period (if any), and
- (b) Tenant has paid all Rent then due, and
- (c) Tenant has completed the Casualty Termination Work (hereinafter defined) in a good and workmanlike manner and in compliance with all Laws, and
- (d) There are no Subtenants whose leases or occupancy agreements have not been validly terminated by reason of such damage or destruction.

If such notice of its election not to restore the Improvements is given, this Lease shall continue in full force and effect, and Tenant shall continue to pay the Base Rent and Additional Rent, without any abatement. However, if Tenant does not commence re-building within one hundred eighty (180) days of delivering such notice (and thereafter diligently continue such re-building to completion) then Landlord may at anytime thereafter (unless and until such re-building is commenced, provided same is diligently continued to completion) terminate the Lease upon written notice thereof to Tenant, without penalty or recourse to either party. Any such notice by Landlord shall also be provided to Leasehold Lender.

Section 11.04 If Tenant exercises its option not to re-build pursuant to Section 11.03 of this Lease, Tenant, at Tenant's sole expense, shall demolish the Improvements (except as otherwise directed in writing by Landlord, which direction shall be given to Tenant within thirty (30) days after Landlord receives Tenant's notice of termination pursuant to Section 11.03), remove all debris, grade the Land, and adequately secure the site during such work (collectively, the "Casualty Termination Work"). At any time before the Landlord's notice to terminate the Lease becomes effective, the Tenant shall have the right to commence reconstruction of the Improvements in accordance with the terms and conditions set forth herein. In such event, the notice of termination shall be vacated and this Lease shall remain in full force and effect.

Article XII. Condemnation

Section 12.01 The following basic terms, as used in this Lease, shall have the meanings set forth below:

- (a) The term "Taking" shall mean a taking during the Term of all or any part of the Property, or any interest therein or right accruing thereto including any right of access, by or on behalf of any Governmental Authority or by any entity granted the authority to take property through the exercise of a power of eminent domain granted by statute, any agreement that conveys to the condemning authority all or any part of the Property as the result of, or in lieu of, or in anticipation of the exercise of a right of condemnation or eminent domain, or a change of grade affecting the Property. The date of the Taking shall be deemed to be the date that title vests in the condemning authority or its designee.
- (b) The term "Award" shall mean the condemnation award and/or proceeds of the Taking, including any interest earned on the Award.

Section 12.02 Landlord and Tenant shall each notify the other if it becomes aware of a threatened or possible Taking (including any letter of interest from the condemning authority or its designee), or the commencement of any proceedings or negotiations which might result in a Taking. Landlord and Tenant shall have the right to appear in such proceedings, as their interests may appear, and be represented by their respective counsel.

Section 12.03 If there is a permanent Taking of the entire Property (each, a "Total Taking"), the Term of the Lease shall cease and terminate on the date of the Taking as fully and completely as if such date were the originally stated Expiration Date of this Lease. The Award for a Total Taking shall be allocated as follows:

- (a) Landlord shall be entitled to amounts it would have been paid by Tenant hereunder had no Taking occurred and instead this Lease had continued (assuming Tenant would have exercised its Call at the earliest possible time); and
- (b) the balance of the Award, if any, shall be paid to Tenant.

Section 12.04 If the Taking is not a Total Taking (including, without limitation, if the Taking is temporary) (a "Partial Taking"), this Lease shall continue in full force and effect, without any abatement of Rent or any reduction of the option purchase price and the Tenant shall be entitled to the entire Award for the Taking. Neither Landlord nor Tenant shall have any obligation to restore the Property.

Section 12.05 Notwithstanding the foregoing: To the extent any Award is allocated to reimbursement for real estate taxes and assessments that have been paid with respect to periods after the date title vests in the condemning authority or its designee, such portion shall be paid to the party who paid such taxes and assessments. To the extent any Award is allocated to reimbursement of prepayment penalties, such portion shall be paid to (a) Tenant with respect to any Leasehold Mortgage, and (b) Landlord with respect to any Fee Mortgage.

Section 12.06 Landlord's and Tenant's rights under this Article shall be subject and subordinate to the rights of the Fee Lender (and Tenant's rights under this Article shall be subject and subordinate to the rights of the Leasehold Lender). However, nothing in the foregoing prevents Tenant from negotiating with the Fee Lender to have the consent and nondisturbance from the Fee Lender that is referred to in Section 14.01 hereof contain, among its other terms and provisions, a provision addressing the relative rights, as between Fee Lender and Tenant, to any condemnation proceeds, or other relevant matters hereunder.

Section 12.07 If this Lease terminates pursuant to this Article, Landlord, within ten (10) Business Days after this Lease terminates, shall return to Tenant all Rent previously paid that is attributable to the period after such termination. The termination of this Lease shall not affect those obligations and liabilities of Tenant under this Lease that accrued before the termination of this Lease or that relate to periods before such termination, which obligations shall survive termination.

Section 12.08 Nothing in this Article is included for the benefit of the condemning authority, the intent being only to set out the rights of the parties *vis à vis* one another.

Article XIII. Estoppel Certificates

Section 13.01 Landlord and Tenant shall, at any time and from time to time, within ten (10) Business Days following receipt of written request from the other party, execute, acknowledge and deliver a written statement certifying: that this Lease is in full force and effect and unmodified (or, if modified, stating the nature and date of such modification); the Commencement Date; the then Expiration Date; whether any Extension Options have been exercised and describing the Extension Term(s) to which such option(s) relate; the dates to which the Rent reserved hereunder has been paid and the amount of such Rent; whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Lease (and, if so, specifying each such default of which the signer shall have knowledge); if the signer is the Tenant, that Tenant is not in default of any of its obligations under this Lease; and as to such other matters regarding this Lease as may reasonably be requested. Failure to deliver such statement within said ten (10) Business Days' period shall be conclusive as to the facts stated in the requested certification and binding upon the party who failed to deliver such certification.

Article XIV. Mortgages

Section 14.01 Fee Mortgage. Landlord may mortgage its fee interest in the Premises (and its potential reversionary interest in the Improvements). This Lease and all rights of Tenant hereunder, as well as the lien of any Leasehold Mortgage, shall be subordinate to any mortgage that either now or hereafter encumbers the fee interest in the Premises (and the Landlord's potential reversionary interest in the Improvements) or any portion thereof and to each and every advance thereunder, and each and every extension, amendment, modification, or restatement thereof (unless the holder of such mortgage should elect to have this Lease be superior to such mortgage). Notwithstanding anything to the contrary contained herein, any such subordination shall be subject to Landlord obtaining from any future Fee Lender and Landlord, Tenant, and the holder of such future Fee Mortgage executing a subordination, non-

disturbance and attornment agreement from the holder of such fee mortgage in the form attached hereto and incorporated herein as Exhibit 6, or in such other, commercially reasonable form as the holder of such fee mortgage may require. Landlord shall provide, and Tenant shall within thirty (30) days thereafter, execute and deliver back to Landlord, such a subordination, non-disturbance and attornment agreement and such subordination, non-disturbance and attornment agreement shall be recorded at the time such future mortgage is recorded. To be clear, there is not required to be any such subordination, nondisturbance or attornment agreement from the existing Fee Lender, as to the existing Fee Mortgage. However, during the first sixty (60) days of the Due Diligence/Permitting Period (and continuing after said sixty day period if reasonably necessary under the circumstances), Landlord will use commercially reasonable efforts to assist Tenant, at no material cost to Landlord, in Tenant's commercially reasonable efforts to obtain a mutually agreeable consent and nondisturbance agreement from the existing Fee Lender. If such efforts are not successful, or if Tenant is not satisfied with the contents of such consent and nondisturbance agreement, then Tenant may, naturally, exercise its contingency termination rights during the Due Diligence/Permitting Period.

Tenant hereby agrees to give to any Fee Lender copies of all notices given by Tenant of default by Landlord under this Lease at the same time and in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Such Fee Lender shall have the right to remedy any default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants such Fee Lender such period of time as may be reasonable to enable such Fee Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default which is a default. Tenant shall accept performance by such Fee Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No default by Landlord under the Lease shall exist or shall be deemed to exist (i) as long as such Fee Lender, in good faith, shall have commenced to cure such default and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Property is required in order to cure such default, or if such default is not susceptible of being cured by such Fee Lender, as long as such Fee Lender, in good faith, shall have notified Tenant that such Fee Lender intends to institute proceedings under the Fee Mortgage and, thereafter, as long as such proceedings shall have been instituted and shall prosecute the same with reasonable diligence and, after having obtained possession, prosecutes the cure to completion with reasonable diligence. The Lease shall not be assigned by Tenant or modified, amended or terminated without such Fee Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of the termination of the Lease by reason of any default by Landlord hereunder or for any other reason whatsoever except the expiration thereof, upon such Fee Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such Fee Lender or its designee or nominee a new lease of the Premises (including the Improvements thereon) for the remainder of the Term of the Lease upon all of the terms, covenants and conditions of this Lease. Neither such Fee Lender nor its designee or nominee shall become liable under the Lease unless and until such Fee Lender or its designee or nominee becomes, and then only for so long as such Fee Lender or its designee or nominee remains, the fee owner of the Premises.

Section 14.02 Leasehold Mortgage. Subject to any restrictions or requirements under the Fee Mortgage, Tenant may, from time to time, grant to any Institutional Lender providing financing or refinancing to Tenant with respect to the Property a mortgage lien encumbering Tenant's interest in the Property and its interest in, to and under this Lease, together with an assignment of leases and rents and a security interest in any Personal Property owned by Tenant, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Tenant's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, such financing, any other lien or security interest granted by

Tenant, a "Leasehold Mortgage"; and each holder of a Leasehold Mortgage, a "Leasehold Lender"). In no event shall Landlord's interest in the Premises (or its potential reversionary interest in the Improvements) be subordinated to any Leasehold Mortgage. No such Leasehold Mortgage shall attach to Landlord's interest in this Lease or the Premises (or its potential reversionary interest in the Improvements) nor shall any such Leasehold Mortgage affect Landlord's interest in this Lease, or in any leases and rents or other proceeds from the Property. Tenant may not have more than two (2) Leasehold Mortgages at any time, and the aggregate debt shall not exceed an 80% loan to value ratio. In all events, however, the Leasehold Lender rights provided under this Lease shall inure and run solely to the Leasehold Lender whose mortgage was recorded first (i.e., before the second mortgage), and the terms "Leasehold Mortgage" and "Leasehold Lender" or "Lender" shall be construed to give effect to such intention. It shall be up to the two Leasehold Lenders to enter into such agreements between themselves as may give such protections to the second leasehold mortgagee as such second leasehold mortgagee requires; but the Landlord is not part of any such agreements or bound by their terms, the Landlord's obligations running solely and exclusively to the first such Leasehold Lender. Subtenants may not grant a Leasehold Mortgage. Although Tenant will own the Improvements during the term of the Lease, Tenant shall not mortgage its interest in the Improvements unless done in conjunction with a mortgage of its leasehold estate in the Premises. Thus, any such mortgaging of the Improvements shall be subject to the same provisions regarding Tenant mortgaging as apply to the leasehold estate.

Article XV. Leasehold Lender Protections

Section 15.01 Tenant shall give Landlord prompt notice of any Leasehold Mortgage, together with contact information for notices to the Leasehold Lender (such notice and/or any notice given by Lender to Landlord of its contact information, collectively, the "Lender Notice"). Tenant promptly shall furnish Landlord with a complete copy of the Leasehold Mortgage (including all documents and instruments comprising the Leasehold Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Tenant. No lender of a Leasehold Mortgage shall be considered a "Leasehold Lender", nor shall there be considered any such "Leasehold Mortgage" unless and until (in addition to the other conditions for the existence of a Leasehold Mortgage and Leasehold Lender set forth in this Lease), the Landlord has been provided, in writing, a Lender Notice.

Section 15.02 After receipt of a Lender Notice, Landlord shall give such Leasehold Lender, in the manner provided by the notice provisions of this Lease, a copy of each notice of default given by Landlord to Tenant, at the same time that Landlord gives such notice of default to Tenant or promptly thereafter. No such notice of default given by Landlord to Tenant shall be effective unless and until a copy of such notice shall have been so given to each such Leasehold Lender at the last address furnished to Landlord. Notice to a Leasehold Lender shall be deemed given on the date received by the Leasehold Lender. The Leasehold Lender shall have the right, but not the obligation (except as provided in the next section), to cure such default or to cause such default to be cured, within the time periods set out in Section 15.03 below.

Section 15.03 Landlord shall not exercise its right to terminate this Lease following a default by Tenant, or otherwise, if:

- (a) As to a monetary default, the Leasehold Lender cures such default on or before the date that is the later of (i) thirty (30) days after the date such default is required to be cured by Tenant under the terms of this Lease and (ii) thirty (30) days after the date Leasehold Lender is given notice of Tenant's default; and
- (b) As to a non-monetary default, (i) Landlord receives written notice from the Leasehold Lender (the "Lender Cure Notice"), within thirty (30) days after Leasehold Lender is given Landlord's

notice of Tenant's default, that Leasehold Lender agrees to remedy the default, and (ii) Lender cures such default on or before the date that is the later of (A) sixty (60) days after the date such default is required to be cured by Tenant under the terms of this Lease, and (B) sixty (60) days after the date Leasehold Lender is given notice of Tenant's default, provided, however, that if any non-monetary default is not capable of being remedied by the Leasehold Lender within such time period, Leasehold Lender shall have such greater period of time as is necessary to cure such default if Leasehold Lender shall:

- i) commence to remedy the default within such period and shall diligently continue to prosecute such cure to completion, or
- ii) if possession of the Property is required in order to cure such default, institutes judicial or non-judicial foreclosure proceedings within such sixty (60) day period and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession, commences promptly to cure the default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Leasehold Lender, shall be performed.

If such non-monetary default is of such a nature that it cannot be cured by Leasehold Lender (for example, the bankruptcy of Tenant), and if Leasehold Lender succeeds Tenant to the position of tenant hereunder, Landlord shall not terminate this Lease by reason of such default unless the Leasehold Lender consents in writing to such termination.

Section 15.04 At any time after the delivery of the Lender Cure Notice, Leasehold Lender may notify Landlord, in writing, that it has relinquished possession of the Property, or that it will not institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings, and that it relinquishes all right to a New Lease (the "Abandonment Notice"). In such event, Leasehold Lender shall have no further obligation to cure Tenant's default(s). Landlord may, at any time after receipt of such Abandonment Notice or upon Leasehold Lender's failure to comply with the requirements of Section 15.03 above, terminate this Lease in accordance with the terms thereof, without any obligation to give Leasehold Lender a New Lease.

Section 15.05 Subject to the preceding sections, no Leasehold Lender shall become liable under the provisions of this Lease, or any lease executed pursuant to this Article, unless and until such time as it becomes, and then only for as long as it remains, the tenant under the leasehold estate created by this Lease. No Leasehold Lender or designated Affiliate of a Leasehold Lender shall have any personal liability under this Lease except to the extent of its interest in this Lease, even if it becomes Tenant or assumes the obligations of Tenant under this Lease.

Section 15.06 Subject to Section 15.03, Leasehold Lender has no obligation to cure any default of Tenant under the Lease.

Section 15.07 If this Lease is terminated for any reason, or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Landlord shall give prompt notice thereof to each of the then Leasehold Lenders whose contact information Landlord has received in a Lender Notice, in the manner provided by the notice provisions of this Lease. Landlord, upon written request of any such Leasehold Lender (or if more than one Leasehold Lender makes such request, the Leasehold Lender whose Leasehold Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Landlord, shall promptly execute and deliver to such Leasehold

Lender a new lease of the Premises (the "New Lease"), naming such Leasehold Lender or its designee as the tenant under this Lease, for the remainder of the Term upon all of the terms, covenants, and conditions of this Lease (including options to extend the term of this Lease, if any) except for such provisions that must be modified to reflect such termination, rejection or disaffirmance and the passage of time, if such Leasehold Lender shall pay to Landlord, concurrently with the delivery of such New Lease, all unpaid Rent due under this Lease up to and including the date of the commencement of the term of such New Lease. Leasehold Lender or its designee shall execute and deliver to Landlord such New Lease within thirty (30) days after delivery of such New Lease by Landlord to Leasehold Lender. Upon execution and delivery of such New Lease, Leasehold Lender shall cure or cause to be cured all defaults existing under this Lease which are capable of being cured by such Leasehold Lender or its designee promptly and with diligence after the delivery of such New Lease.

Section 15.08 The New Lease and the leasehold estate thereby created shall, subject to the terms and conditions of this Lease, have the same priority as this Lease. Landlord shall execute, and shall cause any Fee Lender to execute, any instruments reasonably necessary to maintain such priority. Concurrent with the execution and delivery of such New Lease, Landlord shall pay (or shall cause any depository or Fee Lender to pay) to the tenant named in the New Lease, any moneys (including insurance and condemnation proceeds) then held by Landlord (and/or such depository or Fee Lender) that would have been payable to Tenant as of the date of execution of the New Lease but for the termination of this Lease. With respect to any moneys held by Landlord under the terms of this Lease that would not be payable to Tenant if the Lease had not been terminated, Landlord shall continue to hold, and to disburse such moneys, in accordance with the terms of this Lease.

Section 15.09 As stated in Section 14.02, there shall never be more than two (2) Leasehold Mortgages at a time.

Section 15.10 Landlord's agreement to enter into a New Lease with Leasehold Lender shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by either Landlord or Tenant. The provisions of this Article shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Article were a separate and independent contract made by Landlord, Tenant and Leasehold Lender. The provisions of this Article are for the benefit of Leasehold Lender and may be relied upon and shall be enforceable by Leasehold Lender as if Leasehold Lender were a party to this Lease.

Section 15.11 Until the Leasehold Lender has been given a Lender Cure Notice and this Lease has been terminated, Landlord shall have no right and expressly waives any right arising under applicable Law in and to the rentals, fees, and other amounts payable to Tenant under any Sublease, to the extent such rentals and fees are assigned by Tenant to Leasehold Lender.

Section 15.12 If a Leasehold Mortgage is in effect, then, without the prior written consent of the Leasehold Lender: (a) this Lease shall not be modified, amended or terminated by the parties hereto without the Leasehold Lender's consent, such consent not to be unreasonably withheld, conditioned or delayed, and (b) the Premises shall not be surrendered by Tenant, and Landlord shall not accept any such surrender of this Premises by Tenant. Notwithstanding the foregoing, (i) this Lease may be terminated by the parties, and the Premises surrendered by Tenant in connection with such termination, in connection with a casualty or condemnation in accordance with the terms of this Lease, and (ii) Landlord may terminate this Lease by reason of Tenant's default in accordance with the terms and conditions of this Lease, subject to the Leasehold Lender's rights under this Article. If a Leasehold Lender becomes the owner of the leasehold estate, such Leasehold Lender shall not be bound by any modification, amendment, or termination of this Lease made subsequent to the date of its Leasehold Mortgage and delivery to

Landlord of the Lender Notice except for (i) a termination effected in connection with a casualty or condemnation in accordance with the terms of this Lease, and (ii) a termination occurring by reason of Tenant's default in accordance with the terms and conditions of this Lease, subject to the Leasehold Lender's rights under this Article, and (iii) a modification or amendment effected with such Leasehold Lenders' consent, not to be unreasonably withheld, conditioned or delayed.

Section 15.13 If and when a Leasehold Lender or its designee succeeds Tenant as the tenant under this Lease or becomes the tenant under a New Lease, as the case may be, it may assign this Lease and/or sublease all or part of the Property without the consent of Landlord; but any further assignment or subletting shall be subject to the terms of this Lease and the consents required by Landlord under this Lease.

Section 15.14 Any Leasehold Mortgage shall be subject and subordinate to the Fee Mortgage and the rights of the Overlease Parties, as well as to Landlord's interest in this Lease (but, as to Landlord's interest in this Lease, subject to the provisions of this Article XV).

Section 15.15 Landlord shall, within ten (10) business days after it receives the request of any Leasehold Lender or prospective Leasehold Lender, provide an estoppel certificate as to such matters pertaining to this Lease as are reasonably requested by such Leasehold Lender or prospective Leasehold Lender.

Section 15.16 There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises, unless and until such Person and the Leasehold Lender and Fee Lender shall join in a written instrument expressly providing for such merger and such instrument is recorded.

Article XVI. Assignment; Sublease; and Non-Disturbance

Section 16.01 Except as permitted by Article XV, Tenant may not assign this Lease or Sublease all substantially all of the Property in a single transaction or related transactions, or otherwise transfer (whether by operation of law or otherwise) all or substantially all of its interest in this Lease or the Property, before: (i) Substantial Completion of the Facility; and (ii) such Facility opening for business to the public; provided however that prior to such time an assignment to an Affiliate of Tenant shall be allowed, subject to Landlord's prior written consent not to be unreasonably withheld, conditioned or delayed. If Tenant is a corporation, partnership, limited liability company, or other entity, the transfer (whether by a single transfer or by a series of related or unrelated transfers) of 50% or more of the stock, partnership interests, membership interests, or other interests of Tenant, or of any Parent Entity (hereinafter defined), however accomplished and whether effected voluntarily or by operation of Law, shall be deemed an assignment of this Lease, whether such transfer(s) shall involve a transfer or transfers of outstanding interests of Tenant and/or the issuance of interests in Tenant (whether stock, partnership, membership interests or other interests). A "Parent Entity" is any entity that owns 50% or more of the stock, partnership interests, general partnership interests, membership interests, or other interests of Tenant.

Section 16.02 Subject to the provisions of Section 16.01, Tenant may assign this Lease or Sublease all or a portion of the Property, with the prior consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. The parties stipulate that the following is a non-exclusive list of reasonable bases for Landlord to refuse consent: the proposed transferee (A) is not creditworthy in Landlord's reasonable judgment, (B) will not use the Property for the Permitted Use, (C) is a

governmental entity, or subdivision or agency thereof, or (D) is a Person with whom Landlord is negotiating to lease space at another location in the City of Providence for a size and term similar to that being offered by Tenant. If Tenant requests Landlord's consent to an assignment or Sublease (a "Transfer"), then, at least ten (10) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all material terms and conditions of the proposed Transfer, copies of the proposed documentation (or letter of intent if there is not yet any proposed lease, in which event Landlord's consent shall be subject to conformance of the final lease with the material terms and conditions provided to Landlord in the letter of intent), and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Property; and banking, financial, and other credit information, and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness. Concurrently with Tenant's notice of any request for consent to a Transfer, Tenant shall pay to Landlord a fee of \$1,000 to defray Landlord's expenses in reviewing such request, and Tenant shall also reimburse Landlord immediately upon request for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer, but only if and to the extent that such reasonable attorney's fees may exceed \$1,000. Furthermore, Tenant shall, promptly after such assignment or Sublease (i) provide notice to Landlord specifying the address and employer identification number of the assignee or Subtenant, together with a completed and signed W-9 for such assignee or Subtenant; and (ii) deliver to Landlord a true and complete copy of the assignment or Sublease, as the case may be, and all related agreements. No such assignment or Sublease, nor any amendment thereto, shall be effective unless and until Tenant delivers to Landlord, within ten (10) days of execution thereof, a duplicate original of the fully-executed instrument of assignment or Sublease or amendment.

Notwithstanding anything in the foregoing or elsewhere in this Lease to the contrary, Tenant may assign or Sublease the Property, without the consent of Landlord (but subject to compliance with subparts (i) and (ii) above), to any Affiliate of Tenant, provided that in the event of an assignment to an Affiliate, such Affiliate have a net worth equal to or greater than that of Tenant, which net worth is evidenced by proof delivered to Landlord that is reasonably acceptable to Landlord.

Notwithstanding the foregoing, the Tenant shall have the right to sublease space within the Facility to restaurants, retail shops and other types of uses which are consistent with the use of the Property for the Permitted Development, without the prior written consent of the Landlord. However, any such subletting that exceeds, in the aggregate, twenty five percent (25%) of the usable floor area of the Facility shall require the consent of Landlord, not to be unreasonably withheld, conditioned, or delayed.

All Subtenants and assignees must comply with the terms of this Lease, including without limitation the Permitted Use provision.

If an Event of Default occurs while the Property or any part thereof are subject to a Sublease, then Landlord, in addition to its other remedies, may collect directly from such Subtenant all rents becoming due to Tenant and apply such rents against Rent; provided, however, that such direct payment of rent to Landlord shall not be construed as making the Subtenant the new Tenant or otherwise construed as releasing Tenant from its obligations hereunder in any manner. Tenant authorizes its Subtenants to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder.

Landlord shall not be entitled to any portion of any Sublease or assignment profits.

Section 16.03 No Sublease of all or any part of the Property shall be deemed effective unless it contains substantially the following provisions (properly modified to reflect the terminology of the sublease and properly completed with respect to any blanks):

- (a) This lease [sublease] is subject and subordinate to the underlying Lease between _____, as tenant, and _____, as landlord ("Overlandlord"), dated _____, as same has been amended, modified, extended and/or assigned (the "Ground Lease"), and to all matters to which the Ground Lease is subordinate. In the event of a default by the tenant under the Ground Lease that results in the termination of the Ground Lease, the tenant [subtenant] hereunder shall, at the option of Overlandlord, and subject to the rights of any Leasehold Lender (as such term is defined in the Ground Lease), attorn to and recognize Overlandlord as the landlord hereunder and shall, promptly upon the Overlandlord's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition, but any failure to execute such instruments shall not affect such attornment and recognition. Notwithstanding such attornment and recognition, Overlandlord shall not be: (i) liable for any previous act or omission of the landlord hereunder; (ii) subject to any offset or defense that shall have accrued to the tenant hereunder against said landlord; or (iii) bound by any prepayment of more than one month's rent or for any security deposit which shall not have been delivered to Overlandlord. The tenant hereunder hereby waives all rights under any present or future law to elect, by reason of the termination of the Overlease, to terminate this lease or surrender possession of the premises demised hereby; and
- (b) If Overlandlord gives the tenant hereunder notice that the landlord hereunder has defaulted in payment of any Base Rent or Additional Rent payable under the Overlease beyond any applicable grace period, the tenant hereunder shall pay all rent and additional rent payable hereunder to Overlandlord, which amounts Overlandlord shall apply to the Base Rent and Additional Rent payable under the Overlease and amounts paid to Overlandlord shall be credited against tenant's obligations hereunder to the landlord hereunder.

Section 16.04 Notwithstanding any assignment of this Lease or subletting of all or part of the Property, Tenant shall remain liable for the payment of the Rent and for the timely observance and performance of all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed or observed. Tenant's obligations under this Lease shall be unaffected by (a) any modification of this Lease by Landlord and any assignee of this Lease, except that Tenant's obligations hereunder shall be determined as if such modification had not been effected unless the assignee is an Affiliate of Tenant, (b) any discharge or release of any assignee of this Lease in connection with any bankruptcy, reorganization, or other insolvency proceeding or assignment for the benefit of creditors, (c) any rejection or disaffirmation of this Lease in any bankruptcy, reorganization, or other insolvency proceeding or assignment for the benefit of creditors, or (d) any reduction, modification, impairment or limitation of the liability of any assignee of this Lease, its successors or assigns, or of Landlord's remedies under this Lease, in connection with any bankruptcy, reorganization or other insolvency proceeding or any assignment for the benefit of creditors. In addition, if Landlord is required to disgorge or pay back to the assignee's estate any payments made by the assignee under the Lease in connection with any bankruptcy, reorganization or insolvency proceeding, the assigning (or any predecessor) Tenant's obligations as to such payments shall be reinstated. If this Lease has been assigned and is rejected in connection with any bankruptcy or other insolvency proceeding by the assignee, the assignor or any predecessor Tenant shall, at the election of Landlord, enter into a new lease with Landlord upon the executory terms and conditions of this Lease as of the date of such rejection, subject to the rights of the Leasehold Lender.

Section 16.05 Landlord, at the request of Tenant, shall enter into subordination, non-disturbance and attornment agreements with one or more Subtenants of Tenant in a form that is commercially reasonable and satisfactory to Landlord (the "Subtenant SNDA") provided all of the following conditions are met:

- (a) The Subtenant is leasing all the rentable square feet of the Improvements; and

- (b) The Subtenant is not an Affiliate of Tenant at any time during the term of its lease with Tenant; and
- (c) There is no outstanding default in payment of Base Rent or Additional Rent and there is no outstanding Event of Default;
- (d) The rent payable by such Subtenant shall be at least equal to the then market rental rates and in no event less than the Rent payable by Tenant to Landlord hereunder; and
- (e) At Landlord's option, the terms and provisions of this Lease (including without limitation the Put and Call provisions hereof), and not the term and provisions of the Sublease, shall govern the lease relationship between such Subtenant and Landlord.

Notwithstanding the foregoing, if there is a Subtenant who would sublease a material amount of space, and whose presence would be reasonably necessary and integral part of the project, such as, but not limited to, a restaurant, then Landlord shall provide a Subtenant SNDA to such Subtenant, provided that conditions (b) and (c) above are met, and further provided that, if such Sublease contains a term exceeding ten (10) years, then the SNDA would provide that Landlord, as the new landlord of such Subtenant, would have the right to terminate such Lease (upon thirty (30) days advance written notice) as of the end of the tenth (10th) year of such Sublease; and further provided that such SNDA would provide that Landlord would have absolutely no obligation, as the new landlord to the Subtenant, to maintain the Property or perform any other landlord obligations that may be set forth in the Sublease, the Landlord having only the obligations set forth in this present Lease.

Article XVII. Default; Insolvency Events; and Conditions of Limitation

Section 17.01 This Lease and the term and estate thereof is subject to the conditional limitation set forth below. If any of the following events occur (each, an "Event of Default"):

- (a) If Tenant fails to pay Rent to Landlord when the same is due and payable under the terms of this Lease and such failure continues for a period of ten (10) days after written notice thereof is given to Tenant, or
- (b) Tenant fails to discharge any mechanic's or other lien in excess of \$100,000 in the aggregate that is its obligation to discharge under the terms of this Lease within the applicable time period provided in this Lease; or
- (c) Tenant, whether by action or inaction, fails to timely perform or observe any of the other terms, covenants or conditions of this Lease and such default is not remedied within thirty (30) days after written notice thereof is given to Tenant, provided that if such default cannot, with reasonable diligence, be fully remedied within such 30-day period, Tenant shall have as long as is reasonably necessary to cure such default, but in no event longer than three (3) months after the date such default notice is given to Tenant, provided Tenant commences compliance within such 20-day period (or as promptly as reasonably possible in an emergency) and thereafter pursues compliance to completion with reasonable diligence; or
- (d) If, after commencing vertical construction of Improvements, Tenant deserts or abandons the Property for sixty (60) or more consecutive days; or

- (e) A receiver is appointed for Tenant or any property of Tenant in any action, suit, or proceeding by or against Tenant and such appointment is not vacated or annulled within one hundred twenty (120) days, or
- (f) The interest of Tenant in this Lease or the rents from the Property is sold under execution or other legal process and a final judgment is entered and all appeals have expired or been exhausted;

then Landlord may, at any time during the continuance of such Event of Default, give Tenant notice of termination of this Lease and, upon the date five (5) days after service of such notice, this Lease and the term and estate thereof (whether or not the Commencement Date shall have occurred) shall terminate and end with the same force and effect as if that day were the day herein definitely fixed for the end and expiration of this Lease, but Tenant shall remain liable for damages as provided in this Lease and Landlord may resort to and enforce any of the remedies provided in Article XVIII below.

Section 17.02 This Lease and the term and estate thereof is subject to the further conditional limitation that if any of the following events occur ("Insolvency Events"):

- (a) Tenant makes an assignment for the benefit of its creditors, or
- (b) If an involuntary petition is filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, and such petition is not dismissed within one hundred twenty (120) days after the date filed; or
- (c) Tenant shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Tenant under the reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import; or
- (d) Any guarantor of some or all of Tenant's obligations under this Lease, during the period that the guaranty is in effect, dies or becomes incapacitated, is dissolved or liquidated, makes an assignment for the benefit of his/her/its creditors, is the debtor named in a voluntary petition in bankruptcy, is the debtor named in an involuntary petition in bankruptcy which petition is not discharged within 120 days, has a receiver appointed for his/her/its assets which receivership is not vacated or annulled within 120 days, or is the subject of any other insolvency proceeding and such insolvency proceeding is not dismissed within 120 days;

then Landlord may, at any time during the continuance of such Insolvency Event, give Tenant notice of termination of this Lease and, upon the date ten (10) days after service of such notice, this Lease and the term and estate thereof (whether or not the Commencement Date shall have occurred) shall terminate and end with the same force and effect as if that day were the day herein definitely fixed for the end and expiration of this Lease, but Tenant shall remain liable for damages as provided in this Lease and Landlord may resort to and enforce any of the remedies provided in Article XVIII below

Article XVIII. Remedies

Section 18.01 If (a) this Lease is terminated pursuant to Article XVII, or (b) Landlord reenters or obtains possession of the Property by summary proceedings or any other action or proceeding, or (c) Landlord reenters or obtains possession by any other legal act (which Landlord may do without further

notice and without liability or obligation to Tenant or any occupant of the Property if this Lease is terminated pursuant to Article XVII), all of the provisions of this Section shall apply (in addition to any other applicable provisions of this Lease):

- (a) Tenant shall immediately vacate the Property and surrender the Property to Landlord in good order, condition and repair, excepting reasonable wear and tear and damage that is not Tenant's obligation to repair; and, if Tenant fails to surrender the Property in such condition, Tenant shall reimburse Landlord for all costs incurred by Landlord to restore the Property to such condition.
- (b) Landlord, at Landlord's option, may (i) relet the Property, or any portion of the Property, from time to time, in the name of Landlord, Tenant or otherwise, as determined by Landlord, to any person and on any terms, but Landlord shall have no obligation to relet the Property, or any portion of the Property, or to collect any rent (and the failure to relet the Property, or any portion of the Property, or to collect any rent shall not impose any liability or obligation on Landlord or relieve Tenant of any obligation or liability under this Lease), and (ii) make any changes to the Property as Landlord, in Landlord's judgment, considers advisable or necessary in connection with a reletting, without imposing any liability or obligation on Landlord or relieving Tenant of any obligation or liability under this Lease.
- (c) Tenant shall pay Landlord the following amounts:

- 1) All Rent payable to the date on which this Lease is terminated or Landlord reenters or obtains possession of the Property; and
- 2) Any deficiency between (i) the aggregate Rent for the period which otherwise would have constituted the unexpired portion of the Term (conclusively presuming the periodic Additional Rent for each year thereof to be the same as was payable for the 12 month period immediately preceding the termination, re-entry or obtaining of possession); and (ii) the rents, if any, applicable to that period collected under any reletting of any portion of the Property; and Tenant shall pay any such deficiency in monthly installments on the days specified in this Lease for payment of installments of the Base Rent, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same arises. No suit to collect the deficiency for any month shall prejudice Landlord's right to collect the deficiency for any subsequent month. Tenant shall not be entitled to any rents payable (whether or not collected) under any reletting, whether or not those rents exceed the Rent.

In lieu of any further deficiency pursuant to this subparagraph (2), Landlord may recover from Tenant, and Tenant shall pay Landlord, on request, as liquidated damages for such further deficiency, the amount by which (i) the unpaid Rent for the period which otherwise would have constituted the unexpired portion of the Term (conclusively presuming the Additional Rent for each year thereof to be the same as was payable for the 12-month period immediately preceding the termination, re-entry or obtaining of possession) exceeds (ii) the then fair market rental value of the Property, including the Additional Rent for the same period, both discounted to present value at the annual rate of then issuing ten year US Treasury bonds.

- 3) Any costs and expenses incurred by Landlord in connection with the termination, reentry or obtaining of possession, and the reletting of the Property, including all repossession costs, brokerage commissions, reasonable attorneys' fees and disbursements, alteration costs and other expenses of preparing the Property for reletting.

- (d) Tenant shall deliver to Landlord all sums held by Tenant with respect to Subtenants of the Property, including prepaid rents, estimated prepayments relating to real estate taxes, operating expenses, and other expenses; all security deposits; and all guaranties of Subtenant obligations (whether full or partial guaranties); and shall transfer to Landlord at Tenant's expense any letters of credit, bonds and other security instruments issued to Tenant on behalf of such Subtenants in accordance with the requirements of the issuer thereof.
- (e) Nothing contained in this Lease shall be considered to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages or otherwise by any Law.

Section 18.02 Tenant hereby waives (a) the service of any notice of intention to re-enter or obtain possession of the Property or to institute any legal action in connection therewith, and (b) on its own behalf and on behalf of all persons claiming under Tenant, including all creditors, any rights Tenant and all such persons might otherwise have under any Law to redeem the Premises, to re-enter or repossess the Property, or to restore this Lease, after (i) Tenant is dispossessed pursuant to any Law or by any Authority, (ii) Landlord reenters or obtains possession of the Property pursuant to any legal act, action or proceeding, or (iii) the date of termination of this Lease, whether by operation of law or pursuant to this Lease.

Section 18.03 Either party may seek to enjoin any breach or threatened breach of any provision of this Lease. The right of any party to exercise any particular remedy available under this Lease, at law or in equity, shall not preclude such party from exercising any other remedy it might have pursuant to this Lease, in law or in equity. Each right and remedy specified in this Lease and each other right or remedy that may exist at law, in equity or otherwise upon breach of any provision in this Lease, shall be deemed distinct, separate and cumulative; and no right or remedy, whether exercised or not, shall be deemed to be in exclusion of any other unless otherwise expressly provided in this Lease.

Section 18.04 If (a) there is then an Event of Default, or (b) if Tenant fails to comply with any obligation under this Lease which in Landlord's reasonable opinion creates an emergency, or if Tenant has commenced vertical construction and then has abandoned or deserted the Premises for thirty (30) or more consecutive days, Landlord may, but is not obligated to, cure the default. Tenant shall reimburse Landlord, as Additional Rent, for all Liabilities incurred by Landlord in connection therewith, within ten (10) days after Tenant is billed for such Liabilities.

Section 18.05 Tenant shall reimburse Landlord, as Additional Rent, for all costs and expenses incurred by Landlord in connection with any default by Tenant in the performance or observance of any of the terms, covenants or conditions on Tenant's part to be observed or performed under this Lease, including all costs and expenses incurred in interpreting and enforcing Landlord's rights and in instituting, prosecuting or defending any legal action by or against Tenant, including summary proceedings, or in connection with any dispute under this Lease. Such amounts shall be paid to Landlord within ten (10) days after Tenant is billed for such costs and expenses.

Section 18.06 No payment by Tenant or receipt by Landlord of a lesser amount than the Rent shall be considered other than on account of the Rent. No endorsement or statement on any check or letter accompanying any check or payment shall prevent Landlord from cashing the check or otherwise accepting the payment, without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy.

Section 18.07 Tenant waives Tenant's right, if any, to designate the items against which any Rent payments made by Tenant pursuant to this Lease are to be credited and Tenant agrees that Landlord may apply any payments made by Tenant to any Rent items Landlord sees fit irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

Section 18.08 All legal actions relating to this Lease shall be adjudicated in any Rhode Island state courts or in any federal court having jurisdiction in the county in which the Premises are located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease and waives any claim that any legal action relating to this Lease brought in any such court has been brought in an inconvenient forum. This consent to jurisdiction is self-operative and no further instrument or legal action, other than service of process in any manner permitted by Law or this Section, is necessary in order to confer jurisdiction upon the person of Tenant and the subject matter in question in any such court.

Section 18.09 The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be considered to be restricted to their technical legal meanings.

Article XIX. Broker

Section 19.01 Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker in connection with this transaction, and each party indemnifies the other against any broker claiming by, through, or under the indemnifying party.

Section 19.02 Tenant shall keep the Property and this Lease free from any broker's lien, other than the lien of any broker that Landlord is obligated to pay pursuant to this Lease.

Article XX. No Impairment of Landlord's Title

Section 20.01 Nothing contained in this Lease, or any action or inaction by Landlord, shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Premises (or the Landlord's potential reversionary interest in the Improvements).

Section 20.02 In amplification and not in limitation of the foregoing, Tenant shall not permit the Property to be used by any person or persons or by the public, as such, at any time or times during the term of this Lease, in such manner as might reasonably tend to impair Landlord's title to or interest in the Premises (or the Landlord's potential reversionary interest in the Improvements) or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with respect to the Property.

Section 20.03 Tenant shall not cause, or permit any Subtenant to cause, Landlord's fee estate in the Premises (or Landlord's potential reversionary interest in the Improvements) to be encumbered by any lien or other encumbrance, including any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer with respect to work, material or services alleged to have been performed at or with respect to the Property. If any such lien or encumbrance is filed or recorded, Tenant shall discharge any such lien or encumbrance by bond or otherwise within forty five (45) days after such lien or encumbrance is filed in the Providence Land Evidence Records; provided, however in no event may there be any threat of imminent foreclosure of a lien or other form of forfeiture.

Notwithstanding the foregoing, Notice of Intentions for up to One Hundred Thousand Dollars (\$100,000.00) worth of work/materials may appear of record, provided the Construction Completion Guaranty is still in effect and contains (as is so required by Section 5.01(b)) hereof, a guaranty of lien-free completion of the project. (But, in no event may there be any threat of imminent foreclosure of a lien or other form of forfeiture). If Tenant fails to discharge such lien or encumbrance within such period, Landlord may pay the amount reflected on such lien or encumbrance (or any portion thereof) and any costs, interest, and/or penalties imposed in connection therewith or take such other action as Landlord deems necessary or desirable to remove such lien or encumbrance, without being responsible for investigating the validity thereof and without regard to any objection by Tenant. The amount so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease payable within thirty (30) days after Tenant is billed therefor. Nothing in this Lease shall be deemed in any way to: (a) constitute Landlord's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair of the Property; or (b) evidence Landlord's agreement to subject its fee estate to any such lien.

Article XXI. Quiet Enjoyment

Section 21.01 Landlord covenants that if and so long as Tenant observes and performs each and every covenant, agreement, term, provision and condition of this Lease on the part of Tenant to be observed and performed, Tenant shall quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

Article XXII. Limitation of Landlord Liability

Section 22.01 If Landlord sells, assigns, or otherwise transfers (whether by operation of law or otherwise) all or part of its or their interest in the Premises (and its potential reversionary interest in the Improvements) or this Lease, (a) the transferor shall be relieved of all obligations and liabilities of Landlord under this Lease accruing after the effective date of the transfer, and (b) the transferee shall be deemed to have assumed all of Landlord's obligations and liabilities under this Lease effective from and after the effective date of the transfer.

Section 22.02 Landlord, its partners, members, shareholders, officers, directors and principals, disclosed and undisclosed, shall have no personal liability under or in connection with this Lease. Tenant shall look only to Landlord's interest in the Premises (and its potential reversionary interest in the Improvements) and this Lease for the satisfaction of Tenant's remedies or to collect any judgment requiring the payment of money by Landlord or such persons under or in connection with this Lease. No other assets of Landlord or such persons shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies or the collection of any judgment under or in connection with this Lease. If Tenant acquires a lien on such other property or assets by judgment or otherwise, Tenant shall promptly release that lien by signing, acknowledging and delivering to Landlord any instrument, prepared by Landlord, required for the lien to be released.

Article XXIII. Waiver of Jury Trial

Section 23.01 LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PROPERTY, INCLUDING ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY AND OTHER STATUTORY REMEDY WITH RESPECT THERETO.

Article XXIV. Notices

Section 24.01 Except as may be provided in this Lease, any notice or other communication under this Lease, other than any Rent bill, shall be in writing and shall be sent by United States express mail or by a nationally recognized overnight delivery service that provides receipts or by hand delivery addressed to the party for whom intended at its Notice Address. Any such notice or other communication shall be deemed given and received when delivered or refused or when delivery is attempted on a Business Day during normal business hours. Rent bills to Tenant may be sent in the manner set forth above or may be sent by first class mail; provided that nothing contained in this Section shall be deemed to require Landlord to bill or otherwise make demand on Tenant for the payment of Rent, except where this Lease expressly requires billing. Attorneys may give notice on behalf of their clients.

Section 24.02 Either party may, by notice to the other party, designate a different address (or addresses) for notices and other communications intended for it, which designation shall become effective on the date such notice is received.

Article XXV. End of Term

Section 25.01 On the Expiration Date or such earlier date that this Lease terminates or expires, Tenant shall peaceably and quietly surrender the Property to Landlord vacant, broom clean, in good order, condition and repair excepting reasonable wear and tear and damage that is not Tenant's obligation to repair, free and clear of all Subleases, liens, and other encumbrances (except for liens and encumbrances caused or expressly consented to by Landlord), and with all Personal Property acquired (or leased) by Tenant or Tenant's Affiliates and all personal property of Subtenants removed. Tenant shall deliver to Landlord, on or before the Expiration Date or such earlier date that this Lease terminates or expires, upon Landlord's request, all licenses, permits, warranties, and guaranties then in effect for the Property (and shall assign same to Landlord upon Landlord's request) and all books and records reasonably requested by Landlord. Tenant shall cooperate with Landlord to achieve an orderly transition of the Property to Landlord's control. Landlord and Tenant shall, prior to the Expiration Date, (a) adjust for Impositions and all other appropriate expenses and income of the Property, and (b) if a Memorandum of Lease has been recorded, execute a document in recordable form evidencing the termination of this Lease and all amendments thereto.

Section 25.02 Any personal property of Tenant or any Subtenant which shall remain on the Property after the Expiration Date or such earlier date that this Lease terminates or expires, may, at the option of Landlord, be deemed to have been abandoned and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Tenant shall reimburse Landlord, as Additional Rent, for all costs and expenses incurred by Landlord in connection with disposing of such property.

Section 25.03 If the Property is not vacated and surrendered in accordance with this Lease on the Expiration Date or sooner termination of this Lease, Tenant shall be liable to Landlord for (a) all

Liabilities incurred by Landlord in connection with such holdover, including Liabilities incurred in connection with any summary proceedings, action or proceeding to recover possession of the Property from Tenant and any Subtenants, and (b) per diem use and occupancy in respect of the Property equal to 150% of the Rent for the last year of the Term of this Lease, prorated on a daily basis, and (c) all damages incurred by Landlord in connection with such holdover, including any lost opportunity damages incurred by Landlord. If only a portion of the Property is timely vacated and surrendered, Tenant shall nevertheless remain liable for per diem use and occupancy with respect to the entire Premises, but any reletting proceeds received by Landlord during the period of Tenant's holdover shall be credited against Tenant's liability for use and occupancy for the entire Premises. In no event shall this Section be construed as permitting Tenant (or other occupants) to remain in possession of the Property after the Expiration Date or sooner termination of this Lease. Tenant shall indemnify, defend and hold harmless Landlord against all claims made by any succeeding tenants to the extent such claims arise by reason of the failure of Tenant (and all other occupants) timely to vacate and surrender the Property (or any portion thereof) in accordance with this Lease.

Section 25.04 No act or thing done by Landlord or Landlord's agents (including receipt of keys) during the Term shall be deemed an acceptance of a surrender of the Property, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord.

Article XXVI. Memorandum of Lease

Section 26.01 This Lease shall not be recorded, but, concurrently with the execution of this Lease, Landlord and Tenant shall execute and deliver to the other, a memorandum of this Lease, in the form attached hereto as Exhibit 4. Tenant, at Tenant's expense, may record such memorandum of Lease. If this Lease is amended, Landlord and Tenant shall, promptly upon the request of either party, execute and deliver an amendment of such memorandum giving notice of such amendment. The party requesting such amendment shall pay the recording fees imposed in connection therewith. At the expiration or sooner termination of this Lease, each party shall, at the request of the other party, execute and deliver an instrument evidencing the termination of this Lease and Landlord may, at its sole cost and expense, record such instrument; but the failure of either party to execute and deliver such instrument shall not prevent or affect the termination of this Lease or serve to reinstate this Lease.

Article XXVII. Put and Call Options

Section 27.01 Landlord and Tenant shall have the following so-called "put" and "call" options (any exercise by Tenant shall be subject to the condition precedent that the Lease be in full force and effect, and no default by Tenant exist beyond any applicable cure period, and, if there is a default within a cure period, then the cure being accomplished within such cure period; provided, however, that Landlord may elect to waive such condition precedent in writing).

The Tenant shall have the "call" rights discussed below only if there has been Initial Construction of a hotel on the Premises and such hotel has opened to the public,

The "Purchase Price" shall be \$1,000,000. The Rent under this Lease shall *not* be credited against the Purchase Price.

Tenant may elect to purchase, at the Purchase Price, by delivering written notice (a "Call") of such election to Landlord within sixty (60) days after the Bonds that are currently secured by the Land are fully paid off in the ordinary course and the existing Fee Mortgage, as it relates to the Premises, has been discharged of record. However, if the Bonds are paid off and Tenant exercises such right prior to the end

of the fifth (5th) Lease Year, then Tenant shall pay to Landlord an "equalization payment" equal to fifty percent (50%) of the Base Rent that would have been due between the date of the closing on such conveyance, and the end of what would have been the fifth (5th) Lease Year.

In addition to the foregoing, within the sixty (60) days period preceding the end of the fifth (5th) Lease Year (provided, however, that the Bonds have been paid off by such date and the existing Fee Mortgage, as it relates to the Premises, has been discharged of record), and also within the sixty (60) day period preceding each subsequent end of a Lease Year, Landlord and Tenant shall have the option to make a so-called "Put" or "Call", respectively, to the other party, for the sale of the Premises (and Landlord's potential reversionary interest in the Improvements) at the Purchase Price, by delivering written notice of such election to the other party within such applicable time periods. Tenant shall not be obligated to accept any Landlord Put except for any such Put at the end of the tenth (10th) Lease Year (unless the term of the Lease has been extended, in which event it is any such Put at the end of the fifteenth (15th) Lease Year that Tenant would have to accept). To be clear, Landlord is not obligated to make the final Put. But if Landlord does make the final Put then Tenant will be obligated to purchase the Premises (and Landlord's potential reversionary interest in the Improvements) (at the Purchase Price). Any purchase pursuant to the above Put/Call rights shall close within ninety (90) days. Such closing shall be held at 11 a.m. at the Providence Land Evidence Records, or at such different time of day, and/or location, as Landlord and Tenant may mutually agree to. Landlord and Tenant each represent and warrant to the other that no brokers are involved in such sale and accordingly no broker's fees are due to any person. Landlord shall convey by a quitclaim deed, without any representations, warranties or covenants of any kind except for the statutory quitclaim covenants, provided, however, that such quitclaim covenants shall be subject to all matters of record. There shall not be any adjustments or prorations between Landlord and Tenant at the Closing, as this is an absolutely net lease and thus Tenant shall have been paying (and shall continue to pay, after the Closing) all the costs and expenses of the Property. This Lease (and the obligation to pay Rent) shall remain in effect until the date of closing, and if necessary to effectuate this, the term of this Lease shall be deemed extended until the closing occurs.

Article XXVIII. Extension Option(s)

Section 28.01 Tenant is granted the option to extend the Term of this Lease for one (1) additional term of five (5) years (such additional term being referred to as the "Extension Term," and such option being referred to as an "Extension Option") provided all of the following conditions (the "Extension Conditions") are met with respect to each Extension Term: (a) Tenant gives Landlord notice that it is exercising such Extension Option (the "Extension Notice") at least one hundred eighty (180) days prior to commencement of the Extension Term, and (b) at the date the Extension Option is exercised, and at the commencement of the Extension Term to which such option relates, Tenant is not in default of its obligations under the Lease, unless such default is cured within the applicable cure period. Such Extension Term shall commence at the expiration of the prior term. If such Extension Option is not timely exercised or if the Extension Conditions are not met with respect to such Extension Term, such Extension Option or Extension Term and all further Extension Options and Extension Terms shall be deemed null and void. Time is of the essence with respect to such extension notice; provided, however, that if Tenant does not give such notice within such time period, then nonetheless Tenant may give such extension notice any time thereafter until the sooner of (a) the end of the then-existing Term, and (b) the tenth (10th) day after the date, if any, that Landlord notifies Tenant in writing that Tenant has missed the extension notice deadline.

Section 28.02 If this Lease is terminated or expires for any reason, the Extension Option granted in this Article shall be deemed null and void.

Section 28.03 The Base Rent payable during such Extension Term shall be the Base Rent set forth for such period of time in Exhibit 2 attached hereto.

Article XXIX. Miscellaneous

Section 29.01 This Lease may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Section 29.02 Receipt or acceptance of Rent by Landlord and payment of any Rent by Tenant shall not be deemed to be a waiver of any default under the covenants, agreements, terms, provisions and conditions of this Lease, or of any right which Landlord or Tenant, as the case may be, may be entitled to exercise under this Lease. Failure to insist upon the strict performance of any of the provisions of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such provision, right, remedy or election, but the same shall continue and remain in full force and effect. The waiver by either party of any breach of this Lease shall not be deemed a waiver of any future breach.

Section 29.03 Consent of Landlord to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve Tenant from the obligation wherever required under this Lease to obtain the consent of Landlord to any other act or matter. If Tenant requests Landlord's consent or approval and Landlord fails or refuses to give such consent or approval, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent or approval, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold or delay its consent or where as a matter of law Landlord may not unreasonably withhold its consent.

Section 29.04 Landlord and Tenant acknowledge that they are not partners or joint venturers and that, except with respect to casualty insurance proceeds and condemnation awards (as set out in Articles XI and XII), they do not stand in a fiduciary relationship to one another.

Section 29.05 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

Section 29.06 This Lease is governed by and shall be construed and enforced in accordance with the laws of the State of Rhode Island, without regard to principles of conflicts of law.

Section 29.07 The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the permitted successors and assigns of Tenant.

Section 29.08 Upon the expiration of the Term of this Lease, neither party shall have any further obligation or liability to the other except as otherwise provided in this Lease and except for (a) such obligations as by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration, and (b) any liability for Rent, and (c) any liability for acts or omissions occurring during the Term, and (d) any liability under Article XIX and XXVI, all of which obligations shall survive such expiration.

Section 29.09 Each party represents and warrants (a) that this Lease has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, (b) that there are no actions, suits or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or in equity or before any Governmental Authority which would impair such party's ability to perform its obligations under this Lease, and (c) that the consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement. If Tenant is not an individual, Tenant shall provide to Landlord, upon Landlord's request, evidence that the execution and delivery of this Lease have been duly authorized by Tenant and that the person or persons executing and delivering this Lease on behalf of Tenant have been duly authorized to do so, together with a certified copy of Tenant's articles of incorporation, partnership agreement or operating agreement, as applicable, and all amendments thereto.

Section 29.10 Notwithstanding anything in this Lease to the contrary, to the contrary, in no event shall Landlord be liable for any consequential damages under this Lease. To be clear, the foregoing does not waive any rights that Tenant may have to actual, direct damages. However, notwithstanding anything in this Section 29.10 to the contrary, in no event whatsoever shall Landlord (or any Overlease Parties) be liable for any lost profits, or loss in value of property, with respect to environmental matters.

Section 29.11 There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises, unless and until such Person and the Leasehold Lender and Fee Lender shall join in a written instrument expressly providing for such merger and such instrument is recorded.

Section 29.12 If there is to be any excavation or construction on land adjacent to the Premises, Tenant shall permit the Person performing such excavation or construction to enter the Property for the purpose of performing such work as is reasonably necessary or desirable to support and preserve the Facility, upon such terms and conditions as Tenant may reasonably impose, without any abatement of the Rent.

Section 29.13 This Lease represents the entire agreement of the parties with respect to the Premises and the development thereof, and, accordingly, all prior understandings and agreements between the parties with respect to the Premises and the development thereof are merged into this Lease, which alone fully and completely expresses the agreement of the parties.

Section 29.14 The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation.

Section 29.15 This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

Section 29.16 Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

Section 29.17 All terms and words used in this Lease shall be deemed to include any other number and any other gender as the context may require.

Section 29.18 The submission of drafts of and comments to this Lease, the negotiation of this Lease, and the exchange of correspondence concerning the negotiation and execution of this Lease shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party. This Lease shall become a binding agreement only after both Landlord and Tenant have executed this Lease and duplicate originals thereof (including any counterparts) shall have been delivered to the respective parties.

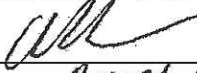
Section 29.19 This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or “.pdf” signatures to this Lease shall be binding.

Section 29.20 Tenant acknowledges that this Lease may be a public document and Landlord cannot ensure its confidentiality.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

By 
Name: Robert D. Graciano
Title: Executive Director

Approved as to form and correctness:


Adrienne Southgate, Acting City Solicitor

EXCHANGE ST. HOTEL LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

PROVIDENCE REDEVELOPMENT AGENCY

By _____
Name: _____
Title: Executive Director

Approved as to form and correctness:

Jeffrey M. Padwa, City Solicitor

EXCHANGE ST. HOTEL LLC

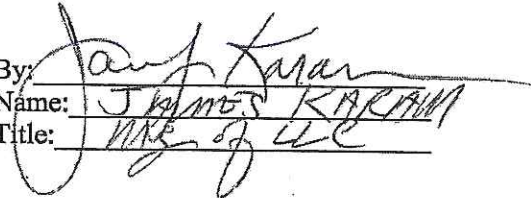
By: 
Name: JAMES KARAM
Title: Mgr of LLC

EXHIBIT 1

Description of Land

That certain parcel of land, situated on the easterly side of Exchange Street and the southerly side of Memorial Boulevard in the city of Providence, County of Providence, State of Rhode Island and delineated as Parcel No. 12, on that plan entitled "Plan of land in Providence, R.I., surveyed for the Capital Center, surveyed and drawn by CE Maguire, Inc. Scale 1" 40' feet, 1982, Revised December, 1982; Amended April, 1986" (plan consists of three (3) sheets) bounded and described as follows:

Beginning at a point in the easterly line of Exchange Street, said point being located ten and no hundredths (10.00) feet north of its intersection with the northerly line of Exchange Terrace;

thence N 24°—51'—35" W along the easterly line of said Exchange Street a distance of one hundred seventy—four and 10/100 (174.70) feet to a point of curvature;

thence northwesterly bearing northerly and easterly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 09/100 (19.09) feet to a point of compound curvature in the southerly line of said Memorial Boulevard;

thence southeasterly bearing easterly and southerly along the arc of a curve having a radius of five hundred eighty—four and no hundredths (584.00) feet a distance along said arc and southerly line of Memorial Boulevard of two hundred forty and 06/100 (240.06) feet to a corner;

thence S 46°-08'-20" W a distance of two hundred fifteen and 81/100 (215.81) feet to a point of curvature;

thence southwesterly bearing westerly and northerly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 02/100 (19.02) feet to the easterly line of said Exchange Street, and the point and place of beginning.

The above described Parcel No. 12 contains an area of twenty—four thousand two hundred forty—nine (24,249) square feet of land or five hundred fifty—seven thousandths (0.557) Acres, be the same more or less,

EXHIBIT 2

Base Rent

1. The Base Rent shall be:

Lease Year 1 -	\$25,000.00
Lease Year 2 -	\$35,000.00
Lease Year 3 -	\$61,000.00
Lease Year 4 -	\$80,000.00
Lease Year 5 -	\$105,000.00
Lease Year 6 -	\$76,000.00
Lease Year 7 -	\$76,000.00
Lease Year 8 -	\$105,000.00
Lease Year 9 -	\$105,000.00
Lease Year 10 -	\$105,000.00
Lease Year 11 -	\$125,000.00
Lease Year 12 -	\$130,000.00
Lease Year 13 -	\$135,000.00
Lease Year 14 -	\$140,000.00
Lease Year 15 -	\$145,000.00

If for any reason a closing in connection with a Put or Call is not able to occur due solely to actions or inactions of the Landlord (or the City or another of the Overlease Parties), then the term of the Lease shall continue (until conveyance does occur), but the Base Rent shall be deemed reduced to one half (1/2) of the Base Rent for the year in which the applicable Put or Call was delivered. To be clear, said abatement of Base Rent shall be Tenant's sole recourse or remedy with respect to Landlord.

The parties acknowledge there is no Call right unless and until the Bonds are completely paid off and any and all Bond issues completely satisfied or extinguished, including without limitation the discharge (at least as to the Premises, and any interest in the Improvements) of the existing Fee Mortgage. Accordingly, the foregoing provision regarding half Base Rent shall not apply to any conveyance issue that involves anything to do with the Bonds.

EXHIBIT 3

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT made as of the _____ day of _____, 20____,
between _____ ("Landlord") and _____ ("Tenant").

RECITALS

- A. Landlord and Tenant are landlord and tenant under that certain ground lease dated as of _____, 2015, (the "Ground Lease") pursuant to which Landlord has leased certain premises more particularly described therein to Tenant (the "Premises"). Capitalized terms not described herein are described in the Lease.
- B. The Commencement Date has occurred, and thus the Rent Commencement Date (which is the same date as the Commencement Date) has also occurred, and the initial Expiration Date is now known and Landlord and Tenant wish to confirm the dates.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. The Commencement Date is _____.
2. The Rent Commencement Date is the same date as the Commencement Date.
3. The initial Expiration Date is _____.
4. This Commencement Date Agreement is the document that Landlord and Tenant intended to execute pursuant to Section 2.03 of the Ground Lease.
5. Landlord and Tenant hereby ratify and confirm the terms and provisions of the Ground Lease.

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

_____, Landlord

By: _____

_____, Tenant

By: _____

EXHIBIT 4

Memorandum of Lease

(starts on next page)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of _____, 20__, between _____, a _____ [corporation/limited liability company] having an office at _____, Rhode Island _____ ("Landlord") and _____, a _____ [corporation/limited liability company], having an office at _____, Massachusetts _____ ("Tenant").

1. _____, as Landlord, and _____, as Tenant, are parties to that certain lease dated as of _____ (the "Lease"), covering that certain parcel of land and the improvements thereon described in Schedule A annexed hereto, and identified on the current Tax Map of the City of _____, County of _____, State of Rhode Island as _____ (the "Premises"). The Lease was executed on _____.
2. Landlord's address, as set forth in the Lease, is _____.
3. Tenant's address, as set forth in the Lease, is _____.
4. The term of the Lease is for ten (10) years, with one (1) extension option for an additional five (5) years.
5. The commencement date of the Lease is on the first day following the end of the Due Diligence/Permitting Period as such term is defined in the Lease.
6. The expiration date of the Lease is at 11:59 P.M. on the last day of the term of the Lease, subject to earlier termination pursuant to the terms of the Lease or applicable law.
7. Landlord, its successors and assigns may, upon the expiration or sooner termination of the Lease, unilaterally execute and record an instrument evidencing the expiration or sooner termination of the Lease. Landlord, its successors and assigns, is hereby irrevocably appointed attorney-in-fact for Tenant, its successors and assigns, effective upon the expiration or sooner termination of the Lease, to execute and record such instrument.
8. The Lease contains a purchase option in favor of Tenant, and also the right of Landlord to require Tenant to purchase the premises, all in accordance with terms more particularly set forth in the Lease.
9. All of the terms, covenants and conditions of the Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy created by the Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Lease as it may be amended.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

LANDLORD:

By: _____

Name:

Title:

TENANT:

By: _____

Name:

Title:

STATE OF RHODE ISLAND

ss:
COUNTY OF _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF MASSACHUSETTS

ss:
COUNTY OF _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A
TO MEMORANDUM OF LEASE

That certain parcel of land, situated on the easterly side of Exchange Street and the southerly side of Memorial Boulevard in the city of Providence, County of Providence, State of Rhode Island and delineated as Parcel No. 12, on that plan entitled "Plan of land in Providence, R.I., surveyed for the Capital Center, surveyed and drawn by CE Maguire, Inc. Scale 1" 40' feet, 1982, Revised December, 1982; Amended April, 1986" (plan consists of three (3) sheets) bounded and described as follows:

Beginning at a point in the easterly line of Exchange Street, said point being located ten and no hundredths (10.00) feet north of its intersection with the northerly line of Exchange Terrace;

thence N 24°—51'—35" W along the easterly line of said Exchange Street a distance of one hundred seventy—four and 10/100 (174.70) feet to a point of curvature;

thence northwesterly bearing northerly and easterly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 09/100 (19.09) feet to a point of compound curvature in the southerly line of said Memorial Boulevard;

thence southeasterly bearing easterly and southerly along the arc of a curve having a radius of five hundred eighty—four and no hundredths (584.00) feet a distance along said arc and southerly line of Memorial Boulevard of two hundred forty and 06/100 (240.06) feet to a corner;

thence S 46°-08'-20" W a distance of two hundred fifteen and 81/100 (215.81) feet to a point of curvature;

thence southwesterly bearing westerly and northerly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 02/100 (19.02) feet to the easterly line of said Exchange Street, and the point and place of beginning.

The above described Parcel No. 12 contains an area of twenty—four thousand two hundred forty—nine (24,249) square feet of land or five hundred fifty—seven thousandths (0.557) Acres, be the same more or less,

EXHIBIT 5

Property Access Agreement

(starts on next page)

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT (the "Agreement") is entered into as of this 16th day of September, 2014 (the "Effective Date"), by and between Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended, having an address at 444 Westminster Street, Providence, Rhode Island ("Owner"), and First Bristol Corporation, having an address at 10 North Main Street, Fall River, Massachusetts 02720 ("Potential Tenant").

A. Owner is the owner of certain undeveloped land located at 5 Exchange Street in Providence, Rhode Island (the "Property").

B. Potential Tenant desires to conduct examinations, inspections, testing, studies, surveys and/or investigations on the Property and review information regarding the Property (collectively, "Due Diligence") in connection with its interest in ground leasing the Property, and Potential Landlord is willing to facilitate Potential Tenant's Due Diligence during normal working hours, provided that Potential Tenant executes this Agreement.

C. In conducting its Due Diligence, Potential Tenant and its officers, directors, agents, employees, contractors, representatives, consultants, engineers, surveyors, attorneys and prospective lenders (collectively, "Potential Tenant's Representatives") intend to visit the Property to review the condition of the Property and to otherwise conduct Due Diligence with respect to the Property.

D. Owner has required that Potential Tenant execute this Agreement prior to permitting access to the Property by Potential Tenant and/or Potential Tenant's Representatives.

In consideration of the foregoing recitals and the mutual covenants set forth herein, the parties hereby intending to be legally bound agree as follows:

1. Access. During the period beginning on the Effective Date and terminating as provided in Section 6, Potential Tenant and/or the Potential Tenant Representatives shall have the right to (a) make a physical inspection of the Property, and to conduct feasibility and other studies and tests of the Property as Potential Tenant considers to be appropriate, including, without limitation, environmental investigations; provided, however, Potential Tenant may not conduct any intrusive physical testing or Phase 2 environmental site assessment of the Property unless recommended by Potential Tenant's environmental consultant and subject to Owner's prior written approval, which may be withheld or conditioned in Owner's sole discretion; and (b) examine the non-privileged due diligence materials relating to the Property that are in the possession of Owner, if any.

2. Conditions to Access. Owner shall allow Potential Tenant's Representatives access to the Property on the terms and conditions set forth in this Agreement for the purpose of conducting the Due Diligence, subject to the following limitations:

(a) Access to the Property shall be on business days and during normal working hours (i.e., 8:00 a.m. – 5:00 p.m. Eastern Time, daily) upon at least twenty-four (24) hours notice to Owner's designated representative, Don Gralnek, Executive Director (which may be given by email or telephone), Phone: (401) 680-8426; email: Dgralnek@providenceri.com. Owner shall have the right, at its option, to cause a representative of Owner to be present at all such Due Diligence and during any access.

(b) Potential Tenant shall provide to Owner in advance the names, addresses and scope of work for each of Potential Tenant's Representatives who will be conducting Due Diligence at the Property and the names of each of Potential Tenant's Representatives who will be accessing the Property as part of the Due Diligence.

(c) Potential Tenant has in effect, and shall maintain during all entries, with reputable companies rated no less than A-, Class VI by A.M. Best Company and licensed in the State in which the Property is located, a commercial general public liability insurance policy including, but not limited to, owned, leased/hired, or non-owned vehicle liability, personal injury, blanket contractual, broad form property damage and product/completed operations liability coverage covering any and all liability of Potential Tenant and Owner with respect to or arising out of any work to be performed by Potential Tenant, or for Potential Tenant under this Agreement with limits of not less than Two Million Dollars (\$2,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage liability as well as an umbrella/excess liability policy with limits of not less than Four Million Dollars (\$4,000,000) each occurrence/aggregate, (ii) Potential Tenant or Potential Tenant's agents or subcontractors have a workers' compensation insurance policy covering the activities of all of Potential Tenant's agents, contractors, subcontractors and employees on or about the Property, and (iii) Owner, its subsidiaries and affiliated companies, as well as the employees, officers, directors and agents of such companies and any other designees of Owner, has been named as an additional insured on such insurance policies. Notwithstanding the foregoing sentence, any contractor who is gaining entry for the purpose of conducting any testing, Phase I report or permitted Phase 2, shall be required to maintain insurance in an amount of no less than what Potential Tenant is required to maintain pursuant to this Agreement. Prior to any entry, Potential Tenant must provide Owner with certificates, in form reasonably satisfactory to Owner, evidencing such coverage and any and all deductibles.

(d) Potential Tenant shall cause each of Potential Tenant's Representatives to be aware of this Agreement and the obligations of such parties hereunder.

3. Covenants.

(a) All such Due Diligence shall be at Potential Tenant's sole expense. Potential Tenant shall at all times conduct such Due Diligence in compliance with applicable laws, including without limitation, laws relating to worker safety and the proper disposal of discarded materials, and in a manner so as to not cause damage, loss, cost or expense to Owner or the Property, and Potential Tenant shall promptly restore the Property to the same condition immediately preceding such Due Diligence to the extent the same is damaged in the course of such Due Diligence and shall keep the Property free and clear of any mechanic's liens or materialmen's liens in connection with such Due Diligence.

(b) Potential Tenant acknowledges that any information hereafter furnished to Potential Tenant with respect to the Property will be so furnished on the condition that Potential Tenant maintain the confidentiality thereof. Accordingly, Potential Tenant shall hold, and shall cause each of Potential Tenant's Representatives to hold, in strict confidence, and not disclose to any other person without the prior written consent of Owner, any of the confidential information in respect of the Property delivered to or for the benefit of Potential Tenant whether by Potential Tenant's Representatives or by Owner or any of its agents, representatives or employees, including, but not limited to, any information hereafter obtained by Potential Tenant or any of Potential Tenant's Representatives in connection with its Due Diligence. In the event this Agreement is terminated, Potential Tenant shall promptly at the request of Owner either destroy or return to Owner all copies of documents containing any of such information without retaining any copy thereof or extract therefrom. Notwithstanding anything to the contrary hereinabove set forth, Potential Tenant may disclose such information (i) on a need-to-know basis to Potential Tenant Representatives, (ii) as any governmental agency may require in order to comply with applicable laws, and (iii) to the extent that such information is a matter of public record. The confidentiality provisions of this Section 3(b) shall not apply to any information which is otherwise available to the public or which has been obtained from sources that are not subject to a similar confidentiality restriction or to disclosures as required by law. The provisions of this Section 3(b) shall survive any termination of this Agreement.

(c) Potential Tenant shall provide to Owner, upon Owner's written request therefor copies of any reports by or for Potential Tenant in connection with Due Diligence at the Property.

(d) Notwithstanding any provision in this Agreement to the contrary, Potential Tenant shall not contact any governmental official or representative (other than Owner) regarding the condition of the Property without Owner's prior written consent thereto, which consent shall not be unreasonably withheld. In addition, if Owner's consent is obtained by Potential Tenant, Owner shall be entitled to receive at least one (1) business day prior written notice of the intended contact (which written notice may be by electronic email to the address set forth

in Section 2(a) above) and to have a representative present when Potential Tenant has any such contact with any governmental official or representative.

4. **Indemnity, Hold Harmless and Defense.** Potential Tenant hereby agrees to indemnify, defend, and hold Owner and each of the other Owner Parties (as hereinafter defined) free and harmless from and against any and all damages, losses, costs, claims, liabilities, expenses, judgment, award, fine, lien, loss, damage, expenses, charge, cost of any kind or character, demands and obligations, of any kind or nature whatsoever (including any claim for damage to property or injury to or death of any persons and including any and all attorneys fees, court costs, expenses and costs including but not limited to those incurred in any legal proceeding) arising directly or indirectly out of this Agreement, the use, inspection, examination and access of the Potential Tenant, its agents and representatives to the Property, as well as any violations, defaults or breaches of this Agreement. The foregoing indemnification shall survive the termination of this Agreement. As used herein, the term "Owner Parties" shall mean and include, collectively, (a) Owner and its affiliates; (b) Owner's legal counsel; and (c) all officers, directors, partners and employees of Owner or its affiliates. Potential Tenant shall select and pay for any and all legal counsel retained to defend the Owner Parties, subject to the prior approval by the Owner of such counsel, which approval shall not be unreasonably withheld.

5. **Waiver and Release.** POTENTIAL TENANT, FOR ITSELF AND ALL OF POTENTIAL TENANT'S REPRESENTATIVES, HEREBY WAIVES AND RELEASES OWNER AND EACH OF THE OWNER PARTIES FROM ALL CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ACCESS TO, ENTRANCE UPON, OR INSPECTION OF THE PROPERTY BY POTENTIAL TENANT OR ANY OF POTENTIAL TENANT'S REPRESENTATIVES, EXCEPT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS. THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. **Term.** If Owner and Potential Tenant execute a ground lease covering the Property, this Agreement will merge into such ground lease and shall be of no further force or effect. If Owner and Potential Tenant do not execute and deliver a ground lease covering the Property on or before November 1, 2014, this Agreement will terminate on that date unless it is either further extended by mutual agreement of the parties or otherwise terminated as provided in this Section. Notwithstanding the foregoing, this Agreement may be terminated upon three (3) days prior notice by the Owner that the proposed lease is not approved by the Board of the Owner. Alternatively, this Agreement may be terminated upon five (5) days prior notice upon a breach or default by the Potential Tenant of this Agreement. If this Agreement terminates without execution of a ground lease, Potential Tenant will comply with the terms of Section 3(c) of this Agreement.

7. Miscellaneous.

(a) If any action or proceeding is commenced (including an appeal thereof) to enforce any of the provisions of this Agreement, the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees actually incurred, disbursements and costs, court costs and reimbursements for any other expenses actually incurred in connection therewith. The rights and obligations of the parties under this Section 7(a) shall survive any termination of this Agreement.

(b) This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and thereof and supersedes all prior negotiations, understandings and agreements with respect thereto. This Agreement may not be modified, changed, amended, supplemented or terminated, except by a written instrument signed by both parties.

(c) This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Rhode Island.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures hereon which are transmitted by facsimile or electronically shall be binding as if they were originals.

8. Notices. Any notice pursuant to this Agreement, except as otherwise set forth in this Agreement, shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) legible facsimile transmission or (d) email, sent to the intended addressee in accordance with the contact information set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission or email, as of the date of the facsimile transmission or email (if such is received by 5:00 p.m. local time of the recipient) provided that an original of such facsimile or email is also sent to the intended addressee by means described in clauses (a), or (b) above. Attorneys may send notices on behalf of their clients. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Owner:

Providence Redevelopment Agency
444 Westminister Street
Providence, Rhode Island 02903-3215
Attn: Mr. Don Gralnek, Executive Director
Tel: 401.680.8426
Fax: 401.680.8492
Email: dgralnek@pra.gov

If to Potential Tenant:

c/o First Bristol Corporation
10 North Main Street
Fall River, Massachusetts 02720
Attn: Mr. James Karam
Tel: 508.679.1180
Fax: 508.677-4940
Email: jink@firstbristol.com

With a copy to:

DarrowEverett LLP
One Turks Head Place, Suite 1200
Providence, Rhode Island 02903
Attn: Eric Everett, Esquire
Tel: 401-453-1200
Fax: 401-453-1201
Email: eeverett@darroweverett.com

With a copy to:

Moses Afonso Ryan Ltd.
160 Westminister Street, Suite 400
Providence, Rhode Island 02903
Attn: Thomas V. Moses, Esquire
Tel: 401-453-3600
Fax: 401-453-3604
Email: tmoses@marlawri.com

Signatures to follow on next page.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**PROVIDENCE REDEVELOPMENT
AGENCY**

By: 
Name: David G. Glick
Title: Executive Director

FIRST BRISTOL CORPORATION

By: 
Name: James J. Karam
Title: President & CEO

EXHIBIT 6

Form of Subordination, Nondisturbance and Attornment Agreement

(starts on next page)

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

THIS AGREEMENT is dated _____ between _____, a
_____ ("Mortgagee") and _____, a _____ ("Tenant").

PRELIMINARY STATEMENTS

A. Tenant has executed a Ground Lease dated _____, as amended by agreement(s) dated _____ ("Lease") with _____, a _____ ("Landlord") of the premises ("Premises") described in Exhibit A.

B. Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is dated _____, and is recorded _____.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Mortgagee and Tenant agree as follows:

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure the defaults), then:

(a) Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the mortgage or the note which it secures. Further, Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Mortgagee or such person be:

(i) liable for any act or omission of Landlord; or

(ii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance unless such pre-paid or additional rent was paid pursuant to the terms of the Lease.

2. The Lease shall be subject and subordinate to the lien of the mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. Tenant hereby agrees to give to Mortgagee copies of all notices given by Tenant of default by Landlord under the Lease at the same time and in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Mortgagee shall have the right to remedy any default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants Mortgagee such period of time as may be reasonable to enable Mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default which is a default. Tenant shall accept performance by Mortgagee of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No default by Landlord under the Lease shall exist or shall be deemed to exist (i) as long as Mortgagee, in good faith, shall have commenced to cure such default and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Mortgagee, as long as Mortgagee, in good faith, shall have notified Tenant that Mortgagee intends to institute proceedings under the mortgage and, thereafter, as long as such proceedings shall have been instituted and shall prosecute the same with reasonable diligence and, after having obtained possession, prosecutes the cure to completion with reasonable diligence. The Lease shall not be assigned by Tenant or modified, amended or terminated without Mortgagee's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of the termination of the Lease by reason of any default by Landlord hereunder or for any other reason whatsoever except the expiration thereof, upon Mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Mortgagee or its designee or nominee a new lease of the Premises for the remainder of the Term of the Lease upon all of the terms, covenants and conditions of this Lease. Neither Mortgagee nor its designee or nominee shall become liable under the Lease unless and until Mortgagee or its designee or nominee becomes, and then only for so long as Mortgagee or its designee or nominee remains, the fee owner of the Premises.

4. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure of or attempt to foreclose the mortgage or exercise of any power of sale it shall be required or desired that notice or demand be given or served by either party hereto, such notice, demand or communication shall be in writing signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid and addressed to the party for whom it is intended at the following addresses:

To Tenant:

To Mortgagee:

or such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so sent shall be deemed to have been given as of the time it is deposited with the overnight carrier or in the United States mail.

5. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

MORTGAGEE:

TENANT:

By _____
Its _____

By _____
Its _____

[Insert Notary Blocks]

[Add Exhibit A -Description of Premises]

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (this "Amendment") is entered into on this 28th day of September, 2015 (the "Effective Date"), by and between The Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended, having offices at 444 Westminster Street, Suite 3A, Providence, Rhode Island 02903 ("Landlord"), and Exchange Street Hotel, LLC, a Rhode Island limited liability company having offices at c/o First Bristol Corporation, 10 North Main Street, Fall River, Massachusetts 02722 ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated effective as of February 16, 2015 (as amended, the "Lease"), pursuant to which Tenant leases from Landlord certain premises having a street address of 5 Exchange Street in Providence, Rhode Island and more particularly described in the Lease; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed thereto in the Lease; and

WHEREAS, Landlord and Tenant desire to set forth herein certain amendments to the Lease.

NOW, THEREFORE, for and in consideration of the recitals hereinabove and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree that the Lease should be, and hereby is, amended as follows:

1. The second paragraph of Section 2.01 of the Lease, wherein the term "Due Diligence/Permitting Period" is defined, is hereby deleted and replaced with the following:

Tenant shall have a "Due Diligence/Permitting Period" that ends upon the earlier of: (a) Tenant obtaining a building permit or foundation permit, or (b) May 15, 2015, provided that such date of May 15, 2015 is subject to twelve (12) extension periods of thirty (30) days each, all as more specifically set forth below.

2. The fourth paragraph of Section 2.01 of the Lease captioned "Extended Due Diligence/Permitting Period" is hereby deleted and replaced with the following:

Extended Due Diligence/Permitting Period. Tenant shall have twelve (12) options to extend the Due Diligence/Permitting Period by thirty (30) days each, provided that upon notice of each such exercise Tenant shall pay an extension fee to Landlord of Three Thousand Dollars (\$3,000), which extension fee shall not be applicable to the rent, and which shall be non-refundable (the "Extended Due Diligence/Permitting Period"). The financing contingency does not survive beyond the Initial Due Diligence Period. In other words, notwithstanding anything in this Lease to the contrary, Tenant shall not terminate during the Extended Due Diligence/Permitting Period due to inability to obtain financing. Tenant hereby represents and warrants to Landlord that Tenant has sufficient equity to do the proposed development assuming customary financing.

3. The fifth paragraph of Section 2.01 of the Lease captioned "No Extension for Appeals" is hereby deleted and replaced with the following:

No Extension for Appeals. Neither the Initial Due Diligence/Permitting Period, nor the Extended Due Diligence/Permitting Period, shall be automatically extended by the need to prosecute or defend any appeals, but (a) the parties are free to attempt to negotiate for an extension, each in their sole and absolute discretion, without having any obligation whatsoever to agree to such an extension, and (b) in the event no extension is mutually agreed upon pursuant to the foregoing, in such event Tenant may terminate the Lease. (To be clear, Tenant can exercise its Extended Due Diligence/Permitting Period monthly extensions up to said twelve (12) times, in order to, among other things, take action regarding an appeal, but there would be no right to extend beyond the twelfth (12th) such monthly option.)

4. Effectiveness. Except as expressly provided in this Amendment, the terms and provisions of the Lease, as previously executed by the parties, are hereby ratified and affirmed and shall continue to govern the rights and obligations of the parties, and all provisions and covenants of the Lease, as herein amended, remain in full force and effect. The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other prior written or oral understandings and agreements between Landlord and Tenant with respect thereto and shall constitute but one instrument.

5. Governing Law. The laws of the State of Rhode Island and the United States of America shall govern the rights, remedies and duties of the parties hereto and the validity, construction, enforcement and interpretation hereof.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

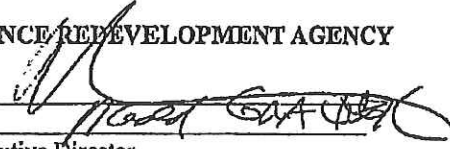
7. Illegality. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

*Remainder of Page Left Intentionally Blank
Signatures Appear on Following Page*

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.


LANDLORD:

PROVIDENCE REDEVELOPMENT AGENCY

By: 
Name: _____
Title: Executive Director

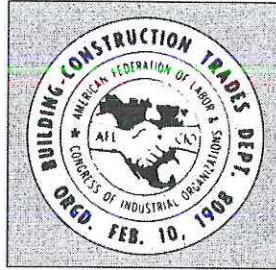
TENANT:

EXCHANGE ST. HOTEL LLC

By: 
Name: Thomas KARAM
Title: mg of LLC

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RHODE ISLAND



BUILDING TRADES

May 24, 2016

VIA EMAIL ONLY

Hon. John J. Igliazzi
Chairman
Committee on Finance
Providence City Council
Providence City Hall
25 Dorrance Street
Providence, RI 02903

Re: Support for the First Bristol Application

Dear Chairman Igliazzi:

The Rhode Island Building and Construction Trades Council is comprised of sixteen (16) Local Trade Unions and approximately 9,000 members. On behalf these Local Unions and their members I am writing **in support** of the above referred to application that First Bristol has on the docket for your consideration tonight.

Although there are some positive signs of growth, the construction industry in our state has been in a recession, if not a depression since 2008. Unemployment among the trades unions was as high as forty percent (40%) and still hovering around twenty percent (20%). As a consequence, our members have had to primarily work out of state in order to survive. **First Bristol's proposed project will create new construction jobs and opportunities for our members.** These are well paying middle class jobs. Moreover, these jobs will allow some of our members the ability to work from the city of residence.

Therefore, we support First Bristol's proposed application that is before you tonight. Thank you very much for your consideration and please accept my apologies for this late correspondence.

Very truly yours,

/s/ Michael F. Sabitoni

Michael F. Sabitoni

cc: Finance Committee
First Bristol
Rhode Island Building and Construction Trades Council

