



Executive Chamber, City of Providence, Rhode Island

Vincent A. Cianci, Jr.  
MAYOR

November 25, 1983

The Honorable Members  
The City Council of the  
City of Providence  
City Hall  
Providence, RI 02903

Dear Honorable Members:

I hereby disapprove and veto the resolution authorizing His Honor the Mayor to execute a lease to Anthony D. Mastronardi of a Certain Area of land situated on a portion of Lot 16, on City Assessor's Plat 18.

I have taken this action to permit a thorough study and review of possible impediments to the City's ability to grant a clear leasehold interest on this property.

Respectfully,

*Vincent A. Cianci, Jr.*  
VINCENT A. CIANCI, JR.  
Mayor of Providence

VAC

IN CITY COUNCIL  
DEC 1 1983

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*Rae M. Mendonca* CLERK

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No.

Approved

RESOLVED, That His Honor the Mayor is hereby authorized to execute a lease to Anthony D. Mastronardi, 870 Greenwich Avenue, Warwick, Rhode Island 02886, of a portion of Lot 16, as set out and delineated on City Assessor's Plat 18, designated by the letters A-B-C-D-A, on accompanying plan entitled, "Providence, R.I., P.W. Dept.-Engineering Office, City Property Section, Plan No. 064253, September 16, 1983", for that portion of said lot situated along South Water Street, containing approximately eleven thousand (11,000) square feet of land, more or less, for a period of twenty (20) years, at a rental fee of One Hundred Fifty (\$150.00) Dollars monthly, to be renegotiated following ten years of said lease, subject to such terms and conditions as the Mayor and the City Solicitor shall deem to be in the best interest of the City of Providence.

IN CITY COUNCIL  
NOV 17 1983

READ AND PASSED

*[Signature]*  
Clerk

*I hereby disapprove  
and veto*

*Mayor  
Nov 25, 1983*

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of  
The Within Resolution

*George M. Mendelsohn*  
Chairman

*September 7, 1983*

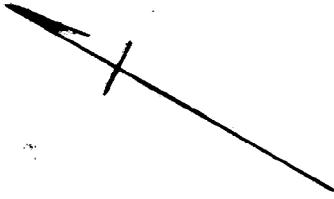
RECEIVED

SEP 11 1983

No 807  
December 1, 1983

VETOED

PROVIDENCE R I
P. W. DEPT ENGINEERING OFFICE
CITY PROPERTY SECTION
Plan No <u>064253</u>
Date <u>September 16, 1983</u>



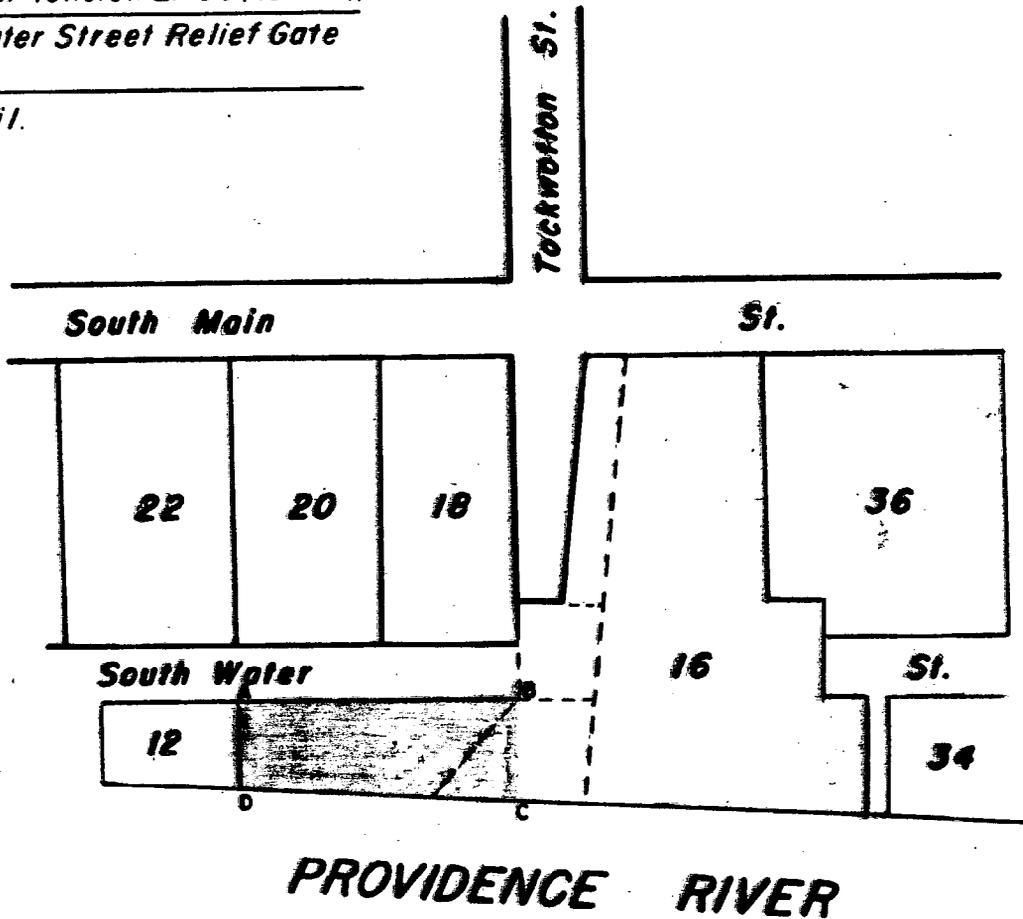
Note: Structures Upon Lot No. 16

Power Supply for Sewer Gates  
at Hurricane Barrier.

NEL. High Tension Lines (Tower).

South Water Street Relief Gate  
(Sewer).

Bike Trail.



Note:  
Shaded Area (A-B-C-D-A)  
Indicates Proposed Lease

CITY OF PROVIDENCE, R. I.
Public Works Dept' Engineering Office
Shows <u>Proposed Lease Portion of</u>
<u>Lot 16 Plot 18</u>
Drawn by <u>L.D.A.</u> Checked by <u>R.J.O.</u>
Scale <u>Not to Scale</u> Date <u>9-16-83</u>
Correct <u>[Signature]</u> Associate Eng.
Approved <u>[Signature]</u> CHIEF ENGINEER

LOT NUMBERS FROM ASSESSOR'S PLAT 18

768  
K-99

# S.S. Victoria

515 SOUTH WATER STREET  
PROVIDENCE, RHODE ISLAND 02903

(401) 751-7400

737-4481  
870  
Greenwood St  
Woonsocket  
02886

Councilman Andrew J. Annaldo  
Chairman, City Property Committee  
c/o Rose M. Mendonca, City Clerk  
City Hall  
Providence, RI 02903

Dear Councilman Annaldo,

In response to your letter of May 23, 1983. I appreciate the committee's offer to lease a portion of land on Lot 16, Plat 18 on a year to year basis. However, I would like to appear before the committee to state my case in hopes of a longer lease, in view of the plans and capital I am hoping to invest there.

I would appreciate that opportunity if you could notify me when it would be convenient to appear before your committee.

Sincerely,



Anthony D. Mastronardi

C.C. Vincent A. Cianci, Jr., Mayor  
Charles A. Pisaturo  
Robert Garofano

✓  
P  
9/27/83

**FILED**

JUL 25 9 29 AM '83

DEPT. OF CITY CLERK  
PROVIDENCE, R. I.

# S.S. Victoria

515 SOUTH WATER STREET  
PROVIDENCE, RHODE ISLAND 02903

(401) 751-7400

1 October 1982

Committee on City Property  
c/o City Clerk  
Providence City Hall  
Providence, Rhode Island 02903

Att: Rose Mendonca

Dear Ms. Mendonca,

Please find enclosed letter of 29 July 1982 to Councilman Harry A. Johnson. I met with Mr. Johnson and Mr. Stan Bernstein on 29 September 1982 in regards to city property that I am interested in purchasing. It was suggested at that meeting that I submit a proposal, to be presented to the committee at the next meeting, which I understand to be on 4 October 1982.

The lot which I am interested in is part of Lot #16, as outlined on the enclosed map. I have been located in the immediate area for the last three years and am presently leasing the dock space. Since my present lease is a short term one, I would be interested in purchasing Lot #16 or leasing it with an option to buy. The area is presently nothing more than an overgrown, unused bike path, bringing no revenue to the City of Providence. I would have to clear the lot, pave with asphalt and landscape, as well as install proper lighting to be used for parking for my customers. If I could buy the land, it would insure that my business could continue operating in that area. I would offer to lease this property for five years for \$150.00 a month, with an option to purchase at \$.80 per square foot.

I would appreciate your consideration in this matter, and would be willing to attend a meeting should you have any further questions or an alternative proposal.

Thank you,

*Anthony D. Mastronardi*  
Anthony D. Mastronardi

CC: Stanley Berstein  
Director, Providence Redevelopment Agency

29  
15  
16

*Apr 6 APC  
CA*

P 1 5 3 9

OCT 4 9 52 AM '82

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

THE COMMITTEE ON  
CITY PROPERTY

Recommends Indefinite  
Postponement

*Rose M. Marchant*  
Clerk Chairman

MAY 18 1985

CITY PLAN COMMISSION  
PROVIDENCE, R. I.

Ref. No. 2066 B Subject: Sale of City Property

Plat No. 18 Lot No. 16 (portion)

Lot Area: 11,000 sq. ft.

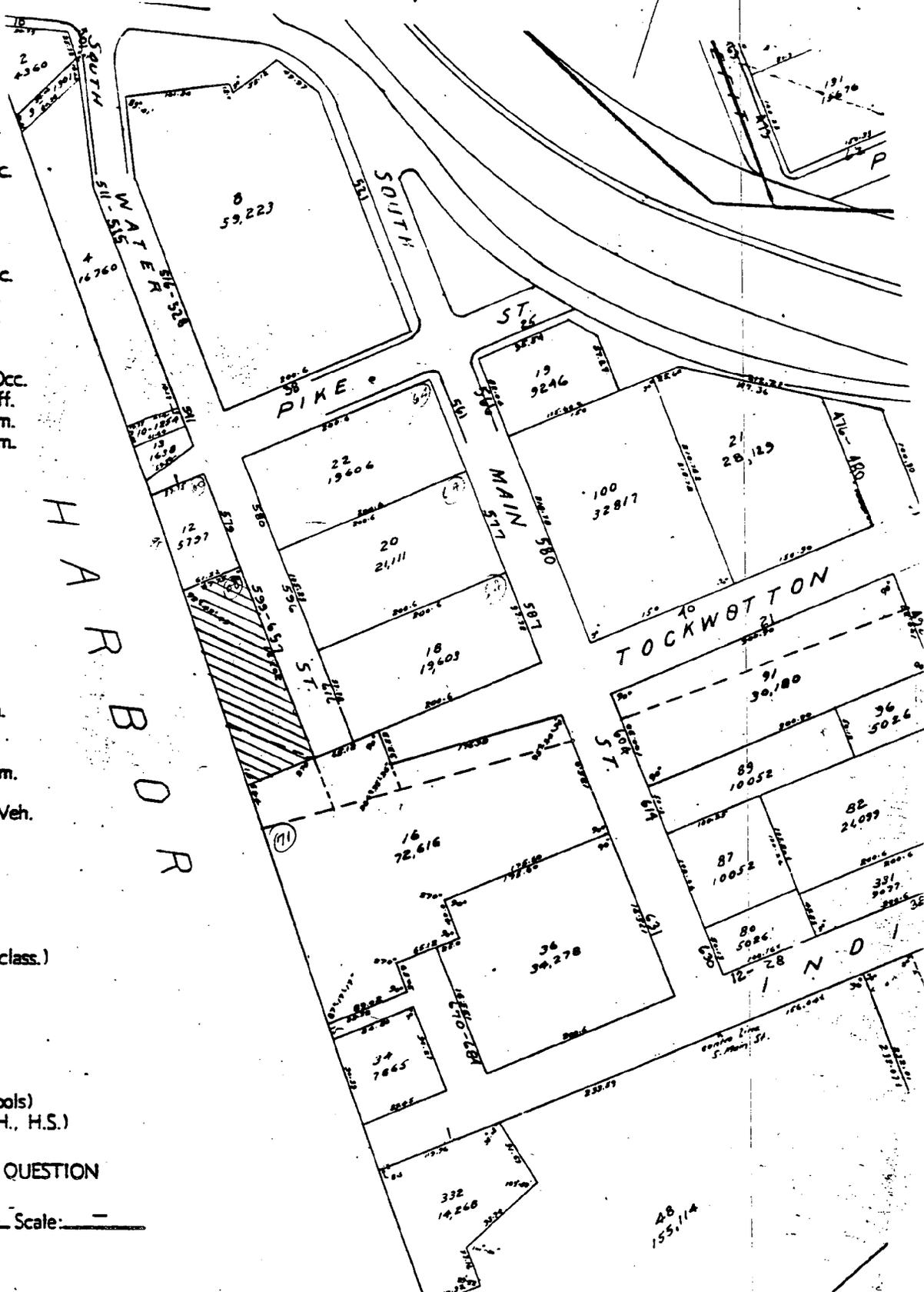
LAND USE LEGEND

- 00 Vac. Land
- 10 One Fam.
- 11 One Fam. & Nonres.
- 12 One Fam. & Home Occ.
- 13 One Fam. & Prof. Off.
- 15 Auxiliary to Res.
- 20 Two Fam.
- 21 Two Fam. & Nonres.
- 22 Two Fam. & Home Occ.
- 23 Two Fam. & Prof. Off.
- 25 Two Fam. & One Fam.
- 30 Three Fam.
- 31 Three Fam. & Nonres.
- 32 Three Fam. & Home Occ.
- 33 Three Fam. & Prof. Off.
- 35 Three Fam. & One Fam.
- 36 Three Fam. & Two Fam.
- 40 Apt. 4 Fam. or More
- 41 Apt. & Nonres.
- 42 Apt. & Home Occ.
- 43 Apt. & Prof. Off.
- 45 Apt. & One Fam.
- 46 Apt. & Two Fam.
- 47 Apt. & Three Fam.
- 48 Lodging House
- 49 Fraternity
- 51 Limited Comm.
- 52 Parking Lot
- 53 Gen. Comm.
- 54 Nonstruct. Gen. Comm.
- 55 Parking Gar.
- 56 Heavy Comm.
- 57 Nonstruct. Heavy Comm.
- 58 Auto. Service Sta.
- 59 Stor. Gar. for Comm. Veh.
- 64 Gen. Ind.
- 65 Nonstruct. Gen. Ind.
- 67 Heavy Ind.
- 68 Nonstruct. Heavy Ind.
- 71 Utility
- 75 Railroad
- 81 Instit. (not elsewhere class.)
- 82 Parochial School
- 93 Church
- 94 Private School or Coll.
- 85 Cemetery
- 91 Park, Golf Course
- 92 Playground & Playfield
- 95 Public Bldg. (exc. schools)
- 96 Public School (E.S., J.H., H.S.)



AREA IN QUESTION

Date: 8/12/82 By: S.D.C. Scale: —



48  
155,114

785-1153

# S.S. Victoria

515 SOUTH WATER STREET  
PROVIDENCE, RHODE ISLAND 02903

(401) 751-7400

29 July 1982

Councilman Harry A. Johnson  
Chairman, Committee on City Property  
c/o City Clerk  
Providence City Hall  
Providence, Rhode Island 02903

Dear Councilman Johnson,

I am the owner of the S.S. Victoria Restaurant and Lounge, an authentic steamship, presently docked at 515 South Water Street, Providence. I lease and use the property, Lot #4, which is owned by RIFCO Realty, c/o R.I. Fish Company also at 515 South Water Street.

I would be interested in purchasing a portion of Lot #16, owned by the City of Providence as outlined on the enclosed map. It would encompass approximately 11,000 square feet.

I would appreciate meeting with you, at your earliest convenience, to discuss both the possibility and the price.

Sincerely,

Anthony D. Mastronardi

CC: Stanley Bernstein  
Director, Providence Redevelopment Agency

Councilman Harry A. Johnson  
Chairman, Committee on City Property  
% City Clerk  
City Hall  
Prov. R.I. 02903

REPORT

CITY OWNED LAND

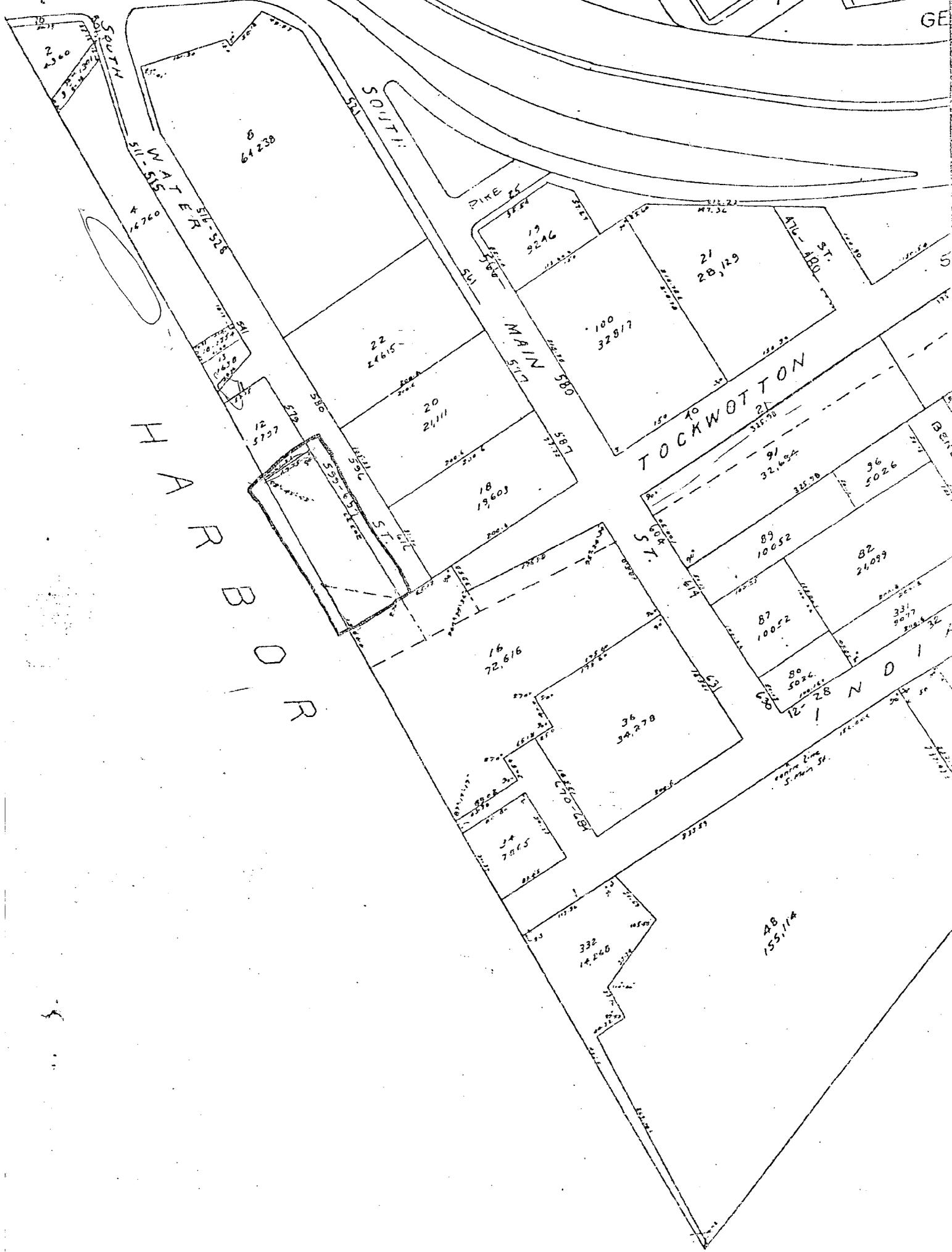
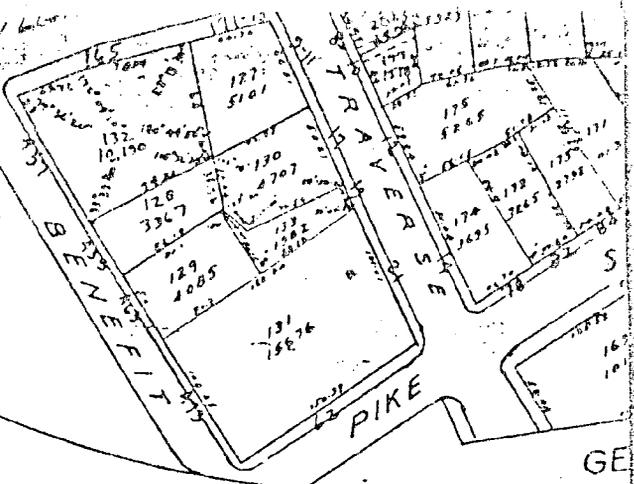
SOUTH WATER ST. AREA

July 26, 1982

559-657 So. Water Street

A.P. 18	Lot 16	72,616 sq. ft.	City of Providence
-----			
A.P. 18	Lot 2	4,360 sq. ft.	City of Providence
	Lot 4	16,760 sq. ft.	RIFCO Realty c/o R. I. Fish Co. 515 S. Main St.
	Lot 10	1,254 sq. ft.	Narragansett Electric
	Lot 13	1,638 sq. ft.	A.P. Fence Co. 815 Sheldon St. Providence, R. I.
	Lot 12	5,797 sq. ft.	A.P. Fence Co. 815 Sheldon St. Providence, R. I.
	Lot 34	7,865 sq. ft.	Maurania Corp. 1 India Street Providence, R. I.
	Lot 36	34,278 sq. ft.	Maurania Corp. 1 India Street Providence, R. I.
	Lot 3	1,320 sq. ft.	Narragansett Electric Co.
	Lot 332	14,268 sq. ft.	Maurania Corp. 1 India Street Providence, R. I.
	Lot 48	155,144 sq. ft.	Maurania Corp. 1 India Street Providence, R. I.

BRIDGE ST.



# S.S. Victoria

515 SOUTH WATER STREET  
PROVIDENCE, RHODE ISLAND 02903

(401) 751-7400

29 July 1982

Councilman Harry A. Johnson  
Chairman, Committee on City Property  
c/o City Clerk  
Providence City Hall  
Providence, Rhode Island 02903

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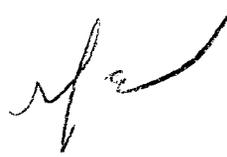
I would appreciate meeting with you, at your earliest convenience, to discuss both the possibility and the price.

Sincerely,



Anthony D. Mastronardi

CC: Stanley Bernstein  
Director, Providence Redevelopment Agency



**FILED**

**AUG 2 10 09 AM '82**

**DEPT. OF CITY CLERK  
PROVIDENCE, R. I.**

REPORT

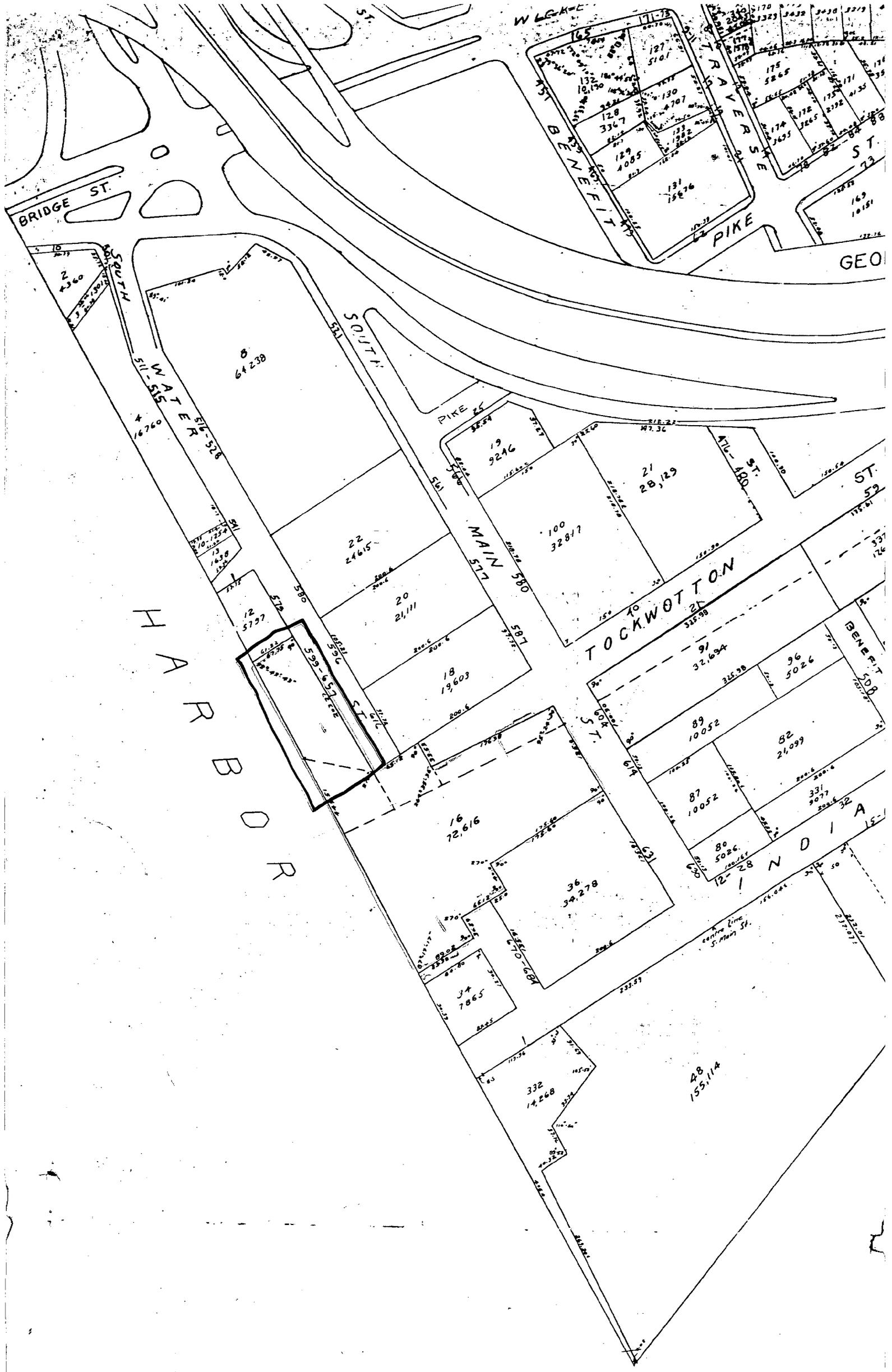
CITY OWNED LAND

SOUTH WATER ST. AREA

July 26, 1982

559-657 So. Water Street

A.P. 18	Lot 16	72,616 sq. ft.	City of Providence
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BRIDGE ST.

SOUTH WATER ST.

SOUTH PIKE ST.

MAIN ST.

W LAKELAND ST.

BENEFIT ST.

GEO ST.

8  
64,238

511-515  
16,760

22  
24,615

20  
21,111

12  
5,727

599-552  
596

18  
19,603

19  
9,246

100  
32,817

21  
28,129

16  
72,616

36  
39,278

3A  
7865

332  
14,268

48  
155,114

91  
32,694

96  
50,266

89  
10,052

87  
10,052

82  
21,099

80  
50,266

331  
90,777

12-28

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## THE CITY ASSESSOR

CITY HALL, PROVIDENCE, RHODE ISLAND 02903

421-5900

### MEMORANDUM

TO: Harry A. Johnson, Chairman  
Committee on City Property

FROM: Theodore C. Littler, City Assessor

DATE: October 21, 1982

RE: Request for appraised valuation  
Plat 18, portion of Lot 16

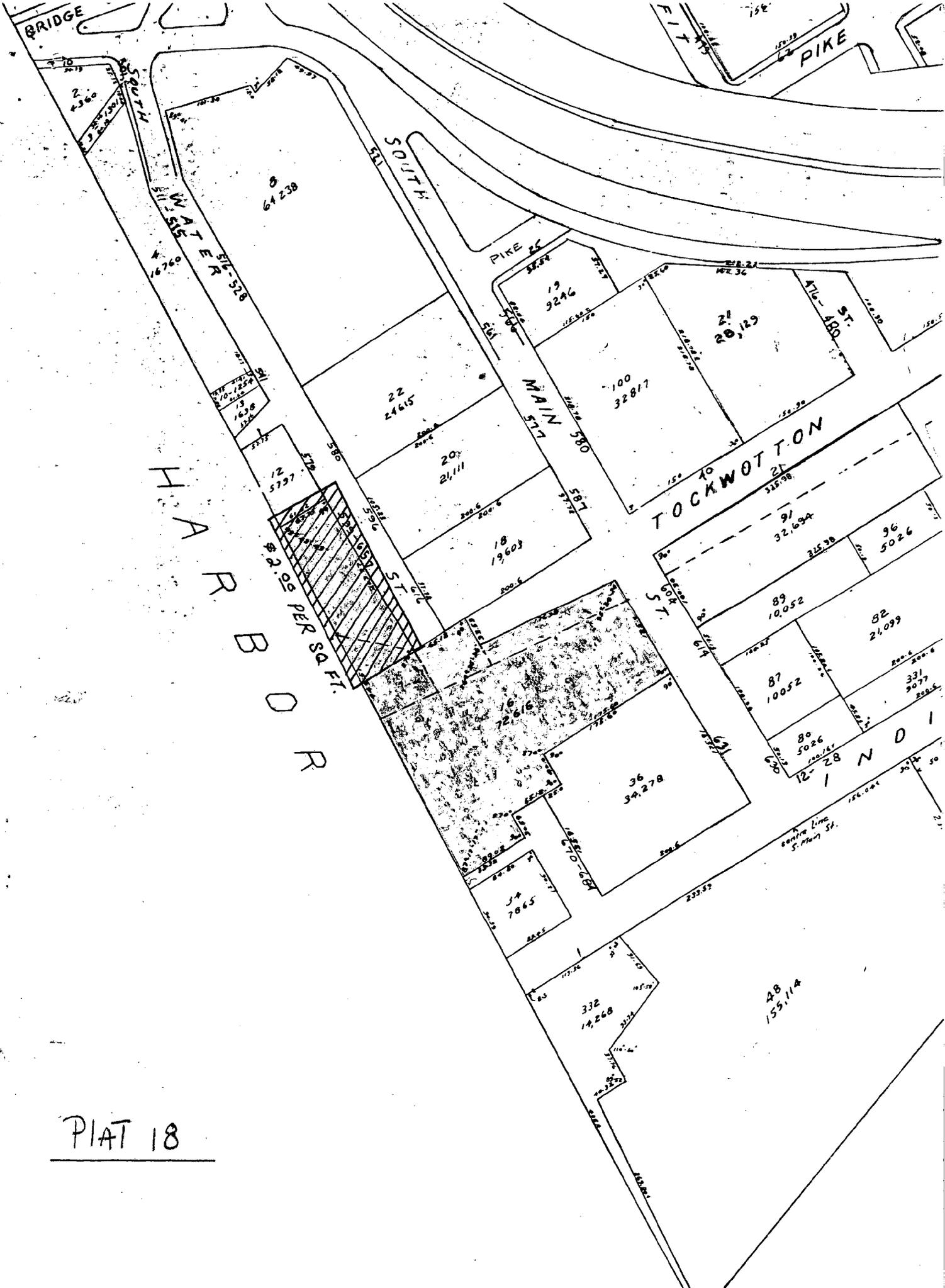
With regard to your request for an appraised valuation of a portion of Lot 16 on Assessors Plat 18, the following is submitted for your information.

The lot in question is located at the intersection of Tockwotton Street with the Harbor. The entire parcel is in excess of 72,000 sq. ft with the request being made of the Committee to purchase approximately 11,000 sq. ft.

Inasmuch as this lot has a substantial frontage on the Harbor, thereby giving it a future potential value to the City, it is my recommendation that the portion of the lot in question be leased to the owners of the S. S. Victoria on a short term basis -- perhaps year to year only.

One would assume that the owners of the S. S. Victoria plan to use this parcel for parking which might potentially be a great misuse of waterfront property.

ads



PLAT 18



# The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE RHODE ISLAND 02903

October 14, 1982

Committee on City Property  
c/o City Clerk  
City Hall  
Providence, Rhode Island 02903

Attention: Rose Mendonca, City Clerk

Subject: Referral No. 2066 - Proposed Sale of Various Parcels of City Property

Gentlemen:

The City Plan Commission, at its October 6, 1982 regular monthly meeting, reviewed and evaluated the subject proposal. The Commission's comments and recommendations are as follows:

Referral No. 2066(A) - Lots 135 & 119, Plat 18 at the corner of Benefit and India Streets

A field inspection revealed that the subject lots are vacant and unimproved. There are abandoned railroad tracks on Lot 119 that runs westerly to a former scrap metal yard, now a parking lot, across Benefit Street. Lot 135 with its adjoining lot at the northerly side had been designated as "Washington Square Park". Based on an earlier request, the Commission has learned that Lot 135 was deeded to the City for recreation and open space purposes with a stipulation that it may not be sold or leased for private use. The subject lots are located in the M-1 General Industrial Zone.

On the basis of the aforestated facts, the Commission voted to recommend to the Committee that this petition be denied, and further, if and when the legal restrictions on the sale of Lot 135 is lifted, the subject petition be referred back to the Commission for further study.

Referral No. 2066(B) - Portion of Lot 16, Plat 18 at 599-657 South Water St.

A field inspection revealed that subject portion of Lot 16 is located between South Water Street and the Providence River; has a dimension of approximately 70 feet by 160 feet; and contains a bike route and benches as part of the bicycle trail. The remainder of Lot 16 is part of the Fox Point Hurricane Barrier. The subject parcel is located in the M-1 General Industrial Zone and the East Side Renewal Project, the plan of which has designated the subject lot for public use.

The field survey further revealed that Lot 18 is now improved and used for parking to serve the new Maguire Building across the Harbor at

the Davol Square complex. Adjacent lots 20 and 22 are presently unimproved and have greater potential for parking than the subject site.

The subject portion of Lot 16 is part of the Heritage Trail bicycle trail. Now fallen into disuse, the trail has a potential for upgrading and, more importantly, the lot has far more significance for public access to the Providence River than as a parking lot in private ownership. The State Department of Transportation has plans for the upgrading of this Bike Path to connect the East Bay into Downtown Providence.

On the basis of the aforestated facts, the Commission voted to recommend to the Committee that this petition be denied, and further voted to recommend that the subject portion of Lot 16 be leased for one year, with annual options to renew until such time as either the City or State is ready to re-establish a public use for said site. After that the City may terminate the lease and restore the site. The Commission is particularly mindful of the City's obligation to preserve valuable waterfront property for public use,

Referral No. 2066(C) - Lot 100 on Plat 31 at 79 Superior Street

A field inspection revealed that the subject lot is vacant and unimproved. It is located in the R-3 General Residence Zone. The surrounding properties consist of residential structures in fair condition. This area is within the West End Renewal Project. DPUD is aware of no present plan for the use of disposition of the subject lot.

On the basis of the aforestated facts, the Commission voted that no objection is offered to the proposed sale of subject lot.

Referral No. 2066(D) - Lot 476 on Plat 48 at the corner of Oxford and Burnside Streets

A field inspection revealed that the subject lot contains an abandoned two-story masonry structure which is the former civil defense control center and police station. It is located in the R-3 General Residence Zone and adjacent to the Mary E. Forgarty Elementary School.

The Department of Planning and Urban Development is aware of no present plan for the public use of the subject lot.

On the basis of the aforestated facts, the Commission voted that no objection is offered to the proposed sale of subject lot.

Referral No. 2066(E) - Lot 670 on Plat 47 at 50 Potters Avenue

A field inspection revealed that the subject lot is vacant and unimproved. It is located in the R-3 General Residence Zone. The surrounding properties consist of residential structures in poor to fair condition except the commercial strip along Eddy Street. DPUD is aware of no present plan for the use of the subject lot.

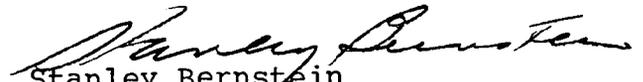
On the basis of the aforestated facts, the Commission voted that no objection is offered to the proposed sale of subject lot.

Referral No. 2066(F) - Lot 534 on Plat 64 at Erastus Street

A field inspection revealed that the subject lot is a one foot strip of land which runs northerly along the easterly side of Erastus Street from Pomona Avenue to Saucer Street. It appears that the subject lot has become part of the yard of its adjoining lots (Lots 230 and 231). It is only 170 square feet in area and is of inadequate size as a platted lot.

On the basis of the aforesaid facts, the Commission voted that while no objection is offered to the proposed sale, it would be most desirable to offer the sale of one-half of the subject lot to each of the owners of its two adjoining lots (lots 230 and 231).

Sincerely yours,

  
Stanley Bernstein  
Director

SB/cd  
attachments

cc: Councilwoman Carolyn F. Brassil  
Councilman Edward W. Xavier  
Councilman David G. Dillon  
Councilman Laurence K. Flynn  
Councilman William J. Moise  
Councilman Lloyd T. Griffin, Jr.  
Councilman Vincent J. Cirelli  
Councilman Raymond Cola

May 23, 1983

Mr. Anthony D. Mastronardi  
S.S. Victoria  
515 South Water Street  
Providence, RI 02903

Dear Mr. Mastronardi,

I have been directed by Councilman Andrew J. Annaldo, Chairman, Committee on City Property to correspond with you relative to your request dated October 1, 1982 in which you inform of an interest in purchasing a portion of Lot 16 on City Assessor's Plat 18,

The members are in receipt of reports from the City Assessor and City Plan Commission, who are of the opinion the property should not be sold.

The Committee may review a request, if you so desire, to lease the parcel for one year, with options to renew for each additional year.

Very truly yours,

Rose M. Mendonca,  
City Clerk.

RMM/jma

August 31, 1983

Mr. Anthony D. Mastronardi  
c/o S.S. Victoria  
515 South Water Street  
Providence, RI 02903

I have been directed by Councilman Andrew J. Annaldo, Chairman of the Committee on City Property, to invite you to attend its next meeting scheduled to be held Wednesday, September 7, 1983 at 2:00 o'clock P.M. in Committee Room "A", City Clerk's Department, third floor level of City Hall.

At that time, the members will review your request to lease a portion of Lot 16 as set out and delineated on City Assessor's Plat 18.

If you have any questions, do not hesitate to contact me by telephone, 421-7740, ext. 248 or 249.

Very truly yours,

Rose M. Mendonca,  
City Clerk.

RMM:hgg

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: September 8, 1983

TO: Joseph C. DiSanto, Director of Public Works and Robert Quigley  
City Engineer

SUBJECT: REQUEST FOR TRACING

CONSIDERED BY: Councilman Andrew J. Annaldo, Chairman/Committee on City Property

DISPOSITION: Attached hereto is a copy of communication from Anthony D. Mastronardi, who has requested to lease property same being a portion of Lot 16, on City Assessor's Plat 18.

Enclosed also is a copy of a map they have submitted, the portion to be leased by them, circled in red.

Will you kindly prepare and transmit a tracing as soon as practical so that the Resolution may be submitted to the City Council for adoption.

*Rose M. Mendonca*  
City Clerk

JOSEPH C. DiSANTO  
DIRECTOR OF PUBLIC WORKS



VINCENT A. CIANCI, JR.  
MAYOR

## DEPARTMENT OF PUBLIC WORKS

October 3, 1983.

Chairman of the Public Works Committee  
Providence City Council  
City Clerk's Office  
City Hall  
Prov., R. I. 02903

Dear Sir:

The Department of Public Works has objections to the proposed leasing of portion of lot 16 on City of Providence Assessors Plat 18. The lot in question is a portion of land acquired for the Hurricane Barrier use, upon this lot is power supply for the Hurricane Barrier Gates, also Narragansett Electric Company high tension lines servicing East Providence. South Water Street relief gates and a bike trail is also on this lot.

This Department also feels that U. S. Corp. of Engineers should be appraised of this situation and their opinion considered.

Very truly yours,

  
Daniel MacLellan, P. E.  
City Engineer

DM/me

*J. A. Cianci, Jr.*

Ground Lease

by and between

City of Providence, Landlord/Lessor

and

Anthony D. Mastronardi or nominee, Tenant/Lessee

dated \_\_\_\_\_, 1983.

Table of Contents

ARTICLE I - Reference Data

- 1.1 Subjects Referred To.....
- 1.2 Exhibits.....

ARTICLE II - Premises and Term

- 2.1 Parties and Premises.....
- 2.2 Term and Extensions.....

ARTICLE III - Improvements

ARTICLE IV - Rent

- 4.1 Rent and Taxes.....
- 4.2 Insurance and Utilities.....
  - Insurance (See Addendum 4.2.3A).....
- 4.3 Late Payment of Rent.....

ARTICLE V - Tenant's Additional Covenants

- 5.1 Affirmative Covenants.....
  - 5.1.1 Perform Obligations.....
  - 5.1.2 Use.....
  - 5.1.3 Repair and Maintenance.....
  - 5.1.4 Compliance with Law.....
  - 5.1.5 Tenant's Work.....
  - 5.1.6 Indemnity.....
  - 5.1.7 Landlord's Right to Enter.....
  - 5.1.8 Personal Property at Tenant's Risk.....
  - 5.1.9 Payment of Landlord's Cost of Enforcement....
  - 5.1.10 Yield Up.....
  - 5.1.11 Estoppel Certificate.....
  - 5.1.12 Landlords's Expenses re Consents.....

- 5.2 Negative Covenants.....
- 5.2.1 Assignment and Subletting.....
- 5.2.2 Overloading and Nuisance.....
- 5.2.3 Installation, Alterations or Additions.....

ARTICLE VI - Casualty, Taking, Termination and Sale

- 6.1 Fire or Casualty.....
- 6.2 Eminent Domain.....
- 6.3 Partial Taking.....
- 6.4 Award If Lease Terminates.....
- 6.5 Taking for Temporary Use.....
- 6.6 Sale of Property/Termination of Lease.....

ARTICLE VII - Defaults

- 7.1 Events of Default.....
- 7.2 Remedies Cumulative.....
- 7.3 Landlord's Right to Cure Defaults.....
- 7.4 Effect of Waivers of Default.....
- 7.5 No Accord and Satisfaction.....

ARTICLE VIII - Miscellaneous Provisions

- 8.1 Notices from One Party to the Other.....
- 8.2 Quiet Enjoyment.....
- 8.3 Lease Not To Be Recorded.....
- 8.4 Bind and Inure; Limitation of Landlord's Liability.....

8.5 Landlord's Default.....

8.6 Brokerage.....

8.7 Applicable Law and Construction.....

8.8 Submission Not an Offer.....



1.2 Exhibits.

The Exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

- |            |                              |
|------------|------------------------------|
| EXHIBIT A. | Description of Premises.     |
| EXHIBIT B. | Preliminary plans and sketch |

PREMISES AND TERM

2.1 Parties and Premises. City of Providence ("the Lessor") leases to Anthony D. Mastronardi ("the Lessee"), the land, located at South Water Street, Providence, Rhode Island with the building and improvements to be erected thereon according to the plot plan, plans and specifications, now or hereafter signed by the parties and attached to this Lease as Exhibit B (the "Plans"). The legal description of the property is set forth in Exhibit A attached hereto.

2.2 Terms and Extensions. (a) This Lease is for an initial term of ten (10) years.

(b) The initial term of this Lease shall be extended upon the same terms and conditions except for the rent for two additional successive terms of ten (10) years each unless the Lessee shall give the Lessor written notice at least six (6) months prior to the expiration of the initial or extended term, as the case may be, of the Lessee's election to terminate; the rent for each option exercised shall be established by agreement of the lessor and lessee, and failing agreement, then by arbitration, which shall be binding under the rules of the American Arbitration Association.

## IMPROVEMENTS

3.1 Construction of Premises. (a) The Lessee shall promptly obtain such reasonable assurances that all permits, licenses and approvals can be obtained from public authorities which are necessary or deemed by the Lessee advisable to operate the proposed business on the premises seven days per week. Lessee has entered into this Lease Agreement subject to its obtaining all assurances permits or approvals necessary for the operation of a Restaurant/Lounge.

(b) Lessee shall perform construction work on the building as set forth in its building plans, which prior to constructions should be submitted to the City Property Committee for approval, which approval shall not be unreasonably withheld. Lessee warrants that sufficient funds are available for said construction and agrees to produce evidence of same if requested by Lessor.

(c) Prior to the commencement of the term, the Lessee may erect temporary or permanent signs and install fixtures and other installations on the premises but shall not unreasonably interfere with the Lessor. The Lessee will, prior to commencing such work, cause the Lessor to be insured from the date of Lessee's entry upon the premises with liability insurance coverage elsewhere herein, provided, to be carried by the Lessee during the term hereof, and will adequately satisfy the Lessor that all workmen of the Lessee and any of its contractors and subcontractors are properly covered by Workmen's Compensation

Insurance. Upon commencement of construction, Lessee shall be responsible for its own utility charges. Construction shall start within one year after the execution of this lease by both parties and should be substantially completed within 24 months after the start, provided that a request or requests for extensions by lessee shall not be unreasonably withheld, and shall be granted if the lessee is not at fault for the delay.

4.1 Rent and Taxes. During the term of this Lease, Lessee shall pay to Lessor the following annual base rentals in equal monthly installments, in advance, on the first day of each month (for fractions of a calendar month at the beginning or the end of the term, rent shall be prorated based on a thirty (30) day month).

<u>Years</u>	<u>Annual Rental</u>
1 through 10	\$1,800.00
10 through 20	To be agreed or arbitrated
20 through 30	To be agreed or arbitrated

In addition to rental hereinabove reserved, the Lessee agrees to pay, before interest and penalties accrue, all general real estate taxes which are imposed, including all buildings and improvements. Lessee shall have the right to pay such taxes directly to the taxing authority. Such taxes for the first and last years of the term shall be apportioned. The Lessee may, at its own expense and in the name of either or both the Lessor or the Lessee, initiate and prosecute proceedings for an abatement of any tax and the Lessor agrees to cooperate with the Lessee in any such proceedings.

4.2 Insurance. To procure and maintain or cause to be procured and maintained, at Lessee's expense, in the name of the Lessor and Lessee a policy or policies of general liability insurance against claims and damages in connection with the Premises in amounts of not less than \$1,000,00 bodily injury and property damage combined.

4.2.3.1 All-Risk insurance, with endorsement for extended coverage No. 4 (or coverage then equivalent or better), debris removal and demolition, in an amount at least equal to the replacement cost of the building to be constructed by Tenant on the Premises, as such replacement cost may from time to time be determined by agreement or by appraisal made at Tenant's expense by an accredited insurance appraiser approved by Landlord which may be required by either party whenever three years have elapsed since the last such agreement or appraisal, or when alterations or additions increasing cost have been made, with such additional insured as Landlord from time to time may designate by notice to Tenant.

4.2.3.2 Comprehensive liability insurance indemnifying Landlord and Tenant against all claims and demands for any injury to person or property which any be claimed to have occurred on the Premises or on the sidewalk or ways adjoining the Premises, in amounts which shall, at the beginning of the Term, be at least equal to the limits set forth in Section 1.1, and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes; and workmen's compensation insurance with statutory

limits covering all of Tenant's employees working on the Premises.

4.2.3.4 Policies for insurance required under the provisions of Sections 4.2.3.1 and 4.2.3.3 shall, in case of loss, be first payable to Landlord to be disbursed as provided in Section 6.1. All such policies shall be obtained from responsible companies qualified to do business in the state in which the Premises are located and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval. Tenant agrees to furnish Landlord with policies of all such insurance prior to the beginning of the Term hereof and of each renewal policy at least 30 days prior to the expiration of the policy it renews. Each such policy shall be non-cancellable with respect to the interest of Landlord without at least 10 days' prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific and sufficient amount of coverage to the Premises.

4.2.3.5 All insurance which is carried by either party with respect to the Premises or to furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, shall include provisions which either designate the other party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance

coverage from responsible companies qualified to do business in the state in which the Premises are located (even though extra premium may result therefrom). In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party, this non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section 4.2.3.5 shall derogate from or otherwise affect releases elsewhere herein contained of either party for claims. Each party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against of the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Tenant shall not acquire a insured under any insurance carried on the Premises any right to participate in the adjustment of loss or receive insurance proceeds and agrees upon request promptly to endorse and deliver to Landlord any checks or other instruments in payment of loss in which Tenant is named as payee.

4.2.4 Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone and other utilities or services used or consumed on the Premises, whether

called charge, tax, assessment, fee or otherwise, including, without limitation, water and sewer use charges and taxes, if any, all such charges to be paid as the same from time to time become due. Except as otherwise provided in Exhibit B for the installation thereof, it is understood and agreed that Tenant shall make its own arrangements for such utilities and that Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises.

4.3 Late Payment of Rent. If any installment of rent is paid after the date the same was due, it shall bear interest from the due date at the rate of five (5%) percent per annum.

#### ARTICLE V

##### Tenant's Additional Covenants

5.1 Affirmative Covenants. Tenant covenants at its expense at all times during the Term and for such further time as Tenant occupies the Premises or any part thereof:

5.1.1 Perform Obligations. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Fixed Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

5.1.2 Use. To use the Premises only for the Permitted Uses, and from time to time to procure all licenses and permits necessary therefor at Tenant's sole expense, unless this lease is amended as to uses by agreement of the Lessee and the City Property Committee.

5.1.3 Repair and Maintenance. Except as otherwise provided in Article VI, to keep the Premises including, without limitation, the exterior and structure of all improvements thereon and all heating, plumbing, electrical, airconditioning, mechanical and other fixtures and equipment now or hereafter on the Premises in good order, condition and repair; to maintain in good condition all lawns and planted areas and keep in good repair and clean and neat and free of snow and ice all surfaced roadways, walks, and parking and loading areas; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. Tenant shall secure, pay for and keep in force contracts with appropriate and reputable service companies providing for the regular maintenance of the heating and airconditioning systems and copies of such contracts shall be furnished to Landlord.

5.1.4 Compliance with Law. To make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety appliances so required; to pay all municipal, county, or state taxes assessed against the leasehold interest hereunder, or against personal property of any kind on or about the Premises; not to dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system serving the Premises; to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes,

regulations, ordinances or laws applicable to the Premises, except that Tenant may defer compliance so long as the validity of any such law ordinance, order of regulation shall be contested by Tenant in good faith and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance against any loss, cost or expense on account thereof. "Harzardous substances: as used in this paragraph shall mean "harzardous substances: as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. s9601 and regulations adopted pursuant to said Act.

5.1.5 Tenant's Work. To procure at Tenant's sole expense all necessary permits and licenses before undertaking any work on the Premises; to do all such work in compliance with the applicable provisions of Sections 3.1 and 5.2.3 hereof; to do all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulation, ordinances and laws; Lessee shall perform construction work on the building as set forth in the plans. Lessee warrants that sufficient funds are available for said construction and agrees to produce evidence of same if requested by Lessor; to pay promptly when due the entire cost of any work on the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to employ for such work one or more responsible contractors whose labor will work without interference with other labor working on the Premises; to require such contractors employed by tenant to carry workmen's

compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the Premises in amounts that at least equal the limits set forth in Section 1.1 and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

5.1.6 Indemnity. Tenant shall defend, with counsel approved by Landlord, all actions, against Landlord, any partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord, and any other party having an interest in the Premises (Indemnified Parties) with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of actions, suits, claims demands or judgments of any nature (a) to which any Indemnified Party is subject because of its estate or interest in the Premises or (b) arising from (i) injury to or death of any person, or damage to or loss of property, on the Premises or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy of any thereof, (ii) violation of this Lease, (iii) any act, fault, omission, or other misconduct of Tenant or its agents, contractors, licensees, sublessees or invitees, and (iv) any contest initiated by Tenant referred to in Section 4.2.1.

5.1.7 Landlord's Right to Enter. To permit Landlord

and its agents to enter into the Premises at reasonable times, to examine the Premises, to make such repairs and replacements which tenant has failed to make, without however, any obligation to do so, and to show the Premises to prospective purchasers, lenders and tenants, and, during the last six months of the Term, to keep affixed in suitable places notices of availability of the Premises.

5.1.8 Personal Property at Tenant's Risk. All of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to the extent prohibited by law.

5.1.9 Payment of Landlord's Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease as provided in Section 7.4.

5.1.10 Yield Up. At the expiration of the Term or earlier termination of this Lease: . to surrender all keys to the Premises, to remove all of its trade fixtures and personal property in the Premises, to remove such installations made by Tenant as Landlord may request and all Tenant's signs wherever located, to repair all damage caused by such removal and to yield up the Premises (including all buildings, installations and improvements made by Tenant except for trade fixtures and such of said installations or improvements as Landlord shall request Tenant to remove), broomclean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period after the expirations of the Term and prior to performance of its obligation under the Section 5.1.10. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided.

5.1.11 Estoppel Certificate. Upon not less than 15 days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Fixed Rent and Additional Rent and any other charges

and to perform its other covenants under this lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail), the dates to which the Fixed Rent and Additional Rent and other charges have been paid and a statement that Landlord is not in default hereunder (or if in default, the nature of such default, in reasonable detail). Any such statement delivered pursuant to this Section 5.1.11 may be relied upon by any prospective purchaser or mortgagee of the Premises, or any prospective assignee of any such mortgagee.

5.1.12 Landlord's Expenses Re Consents. To reimburse Landlord promptly on demand for all reasonable legal expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

5.2 Negative Covenants. Tenant covenants at all times during the Term and for such further time as Tenant occupies the Premises or any part thereof:--

5.2.1 Assignment and Subletting. Only with the consent of the Lessor, the Lessee shall have the right from time to time to do (a) assign its interests hereunder, or (b) assign this Lease, and consent shall not be unreasonably withheld, provided however that without consent of the lessor, the lessee may sublease any building or improvement or any part thereof; provided, however, that in all such instances, the Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and

conditions herein undertaken by the Lessee.

5.2.2. Overloading and Nuisance. Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of Landlord's insurance; nor conduct any auction, fire, "going out of business" or bankruptcy sales.

5.2.3 Installation, Alterations or Additions. Not to make any installations, alterations or additions in, to or on the Premises (including, without limitation, the building, lawns, planted areas, walks, roadways, parking and loading areas) or floors without on each occasion obtaining the prior consent of Landlord, and then only pursuant to plans and specifications approved by Landlord in advance in each instance.

6.1 Fire or Casualty. (a) If the Premises or any part thereof shall be damaged by fire or casualty, the Lessee shall have the option to restore the building or improvements to substantially the same condition as prior to the damage. Pending restoration a just proportion of the rent hereunder shall be abated according to the nature and extent of the impairment of the conduct of the business of the Lessee or sublease, but said period and such option shall not extend beyond four months after said casualty. If the Lessee does not elect to do the restoration itself, then at the option of either party, to be exercised within four months after the occurrence of the damage, the lease may be terminated by either party as though the date of

termination were the date originally fixed at the end of the term.

6.2 Eminent Domain. In case the Premises or any part thereof shall be taken by the exercise of the right of eminent domain, then the Lessee shall have the option to terminate this Lease if the taking is of such character as to prevent the Lessee from conducting its business substantially as theretofore conducted, provided said election shall be made within seventy (70) days after the Lessee's receipt of notice of said taking. If, the Lessee shall not so elect to terminate, then in case of such taking, rendering the said premises unfit for use and occupation, a just proportion of the rent according to the nature and extent of the taking or damage or destruction shall be abated until such Premises or what may remain thereof have been put by the Lessor in the proper condition for use and occupation by the Lessee. If this Lease shall not be so terminated and the Lessee shall remain in occupation thereunder then there shall be a permanent reduction of rent according to the nature and extent of the deprivation of the Lessee of the property as previously constituted. It is agreed that the interests of each party hereto in any condemnation award shall have the right to participate and represent his own interest in any such condemnation proceeding and that the Lessee shall be compensated out of the amount of any recovery award damages, including therein damages sustained to any of the Lessee's Property on the premises, the business conducted thereon, and relocation expenses.

### 6.3 Partial Taking.

(1) If fifteen percent (15%) or more of the total floor area of the building or buildings on the Premises; but less than the entire Premises, shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, then in such event Tenant shall have the right to cancel and terminate this Lease as of the date of such taking, upon giving to Landlord notice in writing of such election within sixty (60) days after receipt by Tenant from Landlord of written notice that said Premises have been taken. In the event of such cancellation, any rent theretofore paid or then payable shall be apportioned as of the date of taking any unearned charges and all deposits shall be refunded to Tenant and Tenant shall thereupon be released from any further liability under this Lease. Landlord agrees immediately after any such taking to give to Tenant notice in writing thereof.

(2) If less than fifteen percent (15%) of the total floor area of the building or buildings on the Premises shall be taken, or if fifteen percent (15%) or more of the total floor area of the building or buildings on the Premises shall be so taken and Tenant shall not elect to so terminate this Lease, but shall remain in that portion of the Premises which shall not have been taken as herein provided, then in either such event, the entire award shall be paid to Landlord and disposed of for the restoration of the building as provided in Subparagraph (1) of Section 6.1 hereof, except that from any portion of said award

not expended on repairing and rebuilding, Tenant shall be entitled to receive and retain the balance, and Landlord hereby grants to Tenant all of Tenant's rights to such damages and covenants to deliver such further assignment thereof as Tenant may from time to time request. Commencing at the date of taking, the Fixed Rent shall be reduced in the ratio that the floor area of the part of the building or buildings on the Premises which were taken bears to the total floor area of the building or buildings which were included within the Premises before such taking. The value of the land and buildings will be determined and the respective values shall be awarded to the Landlord and Tenant.

6.4 Award If Lease Terminates. In the event of a termination of this Lease pursuant to either Section 6.3 or 6.4, the total proceeds of the award made in such proceeding or the consideration paid or payable pursuant to such agreement (hereinafter after collectively or separately referred to as the "award"), shall be paid to Landlord as to the value of the land and to the Tenant as to the value of the improvements.

6.5 Taking for Temporary Use. If the temporary use of the whole or any part of the Premises or any building or buildings thereon shall be taken at any time during the term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, the term of the Lease shall not be reduced or affected in any way. In such case, Tenant shall continue to pay in full the Fixed Rent, Additional Rent,

and any other sum of money herein provided to be paid by Tenant. Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Lease, in which case the award made for such taking shall be apportioned between Landlord and Tenant as of the date of expiration. In any proceeding for such taking or condemnation, the Landlord shall have the right to intervene and participate; provided that if such intervention shall not be permitted Tenant shall, at Tenant's expense, consult with Landlord, its attorneys, and experts, and make all reasonable efforts to cooperate with Landlord in the prosecution or defense of such proceeding. At the termination of any such use or occupation of the Premises or any building or buildings thereon, Tenant will, at its sole cost, repair and restore the building, buildings and improvements then upon the Premises to the condition, as nearly as may be reasonably possible, in which such buildings and improvements were at the time of such taking. Tenant shall not be required to make such repairs and restoration if the Term shall expire prior to the date of termination of the temporary use so taken, and in any such event Landlord shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore the buildings and improvements at the expiration of such temporary taking. In the event the temporary taking expires prior to the expiration of the Term, any recovery or sum received by Landlord or Tenant as an award or compensation for physical damage to the Premises or any building or buildings

thereon caused by and during the temporary taking shall be deemed a trust fund for the purpose of repairing or restoring such damage.

6.6 Sale of Property at Termination of Lease Upon the Termination of this lease, the Landlord shall cooperate with the Tenant in the Sale of the Premises. If the Premises is sold either prior to or subsequent to the termination of this Lease, or if the premises is sold by forced sale, the Landlord and Tenant agree that the value of the land and improvement thereon shall be assessed. The Landlord and Tenant agree to allocate the value of the land and the improvements, thereon so that the value of the building and improvements will be paid to the Tenant.

In the event that the Landlord and Tenant cannot reach agreement on the allocation of values, the matter shall be submitted to arbitration under the rules and regulations of the American Arbitration Association.

## ARTICLE VII

### Defaults

7.1 Events of Default. (a) If Tenant shall default in the performance of any of its obligations to pay the Fixed Rent or Additional Rent hereunder and if such default shall continue for 30 days after written notice from Landlord designating such default or is within 60 days after written notice from Landlord to Tenant specifying any other default of defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if any assignment shall be made

by Tenant or any guarantor of Tenant for the benefit of creditors, or (c) If Tenant's leasehold interest shall be taken on execution, or (d) if a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property, including said leasehold interest, and is not discharged within 10 days thereafter or (e) if a petition is filed by Tenant or any guarantor of Tenant for liquidation, or for reorganization of an arrangement under any provision of the Bankruptcy Code as then in force and effect, or (f) if an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within 30 days thereafter, then, and in any of such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any time thereafter and without demand or notice and with or without process of law (forcibly, if necessary) enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights (including without limitation rights of redemption, if any, to the extent such

rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

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

7.3 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, cure, at any time, following 10 days' prior notice to Tenant, except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing default shall be paid by Tenant to Landlord as Additional Rent on demand, together with interest thereon at the rate provided in Section 4.3 from the date of payment by Landlord to the date of payment by Tenant.

7.4 Effect of Waivers of Default. Any consent of permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless

expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord, or by Tenant, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implies, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

7.5 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent or any other charge than due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of

such installment or pursue any other remedy in this Lease provided.

## ARTICLE VIII

### Miscellaneous Provisions

8.1 Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and addressed, if to the Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when mailed to such address postage prepaid, registered or certified mail, return receipt requested, or when delivered to such address by hand.

8.2 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the terms, covenants, conditions and provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

8.3 Lease not to be Recorded. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute.

8.4 Bind and Inure; Limitation of Landlord's Liability.

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies upon an event of default hereunder, and the general assets of the individual partners, trustees, stockholders, officers, employees or beneficiaries of Landlord shall not be levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant; provided that the foregoing provisions of this sentence shall not constitute a waiver of any obligation evidenced by this Lease and provided further that the foregoing provisions of this sentence shall not limit the right of Tenant to name Landlord or any individual partner or trustee thereof as party defendant in any action or suit in connection with this Lease so long as no personal money judgment shall be asked for or taken against any individual partner, trustee, stockholder, officer, employee or beneficiary of Landlord.

8.5 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any of its obligations

hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of 30 days or such additional time as is reasonably required to correct any such default after notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default. Tenant shall have no right to terminate this Lease for any default by Landlord hereunder and no right, for any such default, to offset or counterclaim against any rent due hereunder.

8.6 Brokerage. Tenant warrants and represents that it has had no dealings with any broker or agent in connection with this Lease and covenants to defend with counsel approved by Landlord, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to Tenant's dealings in connection with this Lease or the negotiation thereof.

8.7 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. In any term, covenants, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or unenforceable by the final ruling or a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable

provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplished the original intention of the parties.

There are no oral or written agreement between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant the obligations imposed by this Lease upon Tenant shall be joint and several.

8.8 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease of demise the Premises, it being understood and agreed that neither Landlord nor Tenant shall be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed copy delivered.

WITNESS the execution hereof under seal on the day and  
year first above written.

Landlord: Lessor

CITY OF PROVIDENCE

BY: \_\_\_\_\_

Its

Tenant: Lessee

\_\_\_\_\_  
ANTHONY D. MASTRONARDI