

# RESOLUTION OF THE CITY COUNCIL

No. 299

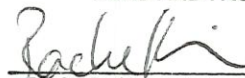
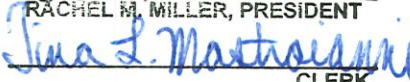
Approved June 29, 2023

WHEREAS, Pursuant to Article IV, Sec. 416 of the City's Home Rule Charter, the Council must approve the lease of city-owned real property.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor of the City of Providence is hereby authorized by this Council to enter into a lease agreement with Achievement First Rhode Island, Inc., for an initial period not to exceed five years and total period not to exceed twenty-five years, for the property at the Charles N. Fortes Elementary School at 234 Daboll Street, as presented in Exhibit A attached hereto.

IN CITY COUNCIL

JUN 27 2023  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 6/29/2023

## LEASE

This Lease (the "Lease") is entered into by and between the CITY OF PROVIDENCE (hereinafter the "City" or "Lessor") and ACHIEVEMENT FIRST RHODE ISLAND, INC., a Rhode Island non-profit corporation (hereinafter the "Lessee" or "AFRI"), as of the latest date signed below. It is mutually agreed by and between the parties as follows:

1. Property: The Lessor hereby leases to the Lessee the land and building commonly known as Charles N. Fortes Elementary School, located at 234 Daboll Street, Providence, Rhode Island, and identified as Building 1, Lot 570 on Assessor's Plat 43 of the City of Providence, consisting of one building totaling approximately 61,730 square feet of improvements (the "Building") on approximately 2.36 acres of land (hereinafter the "Property"). In connection with this Lease, Lessee shall also have the right to use certain spaces set forth in the adjoining property owned and operated by the Lessor, located at 234 Daboll Street, Providence Rhode Island (the "Adjoining Building"), as more fully described in Article 28 hereof.
2. Rent: The Lessee will pay to the Lessor the annual rent of One Dollar (\$1.00) on or before the first day of each lease year of the Term.
3. Term and Termination:
  - (a) The Term of this Lease shall be for a five-(5) year period, which period shall begin on the date that the Property is delivered to the Lessee (the "Initial Term"). The Lessee shall have the option to extend the Initial Term of the Lease for four (4) successive extension periods of five (5) years each (each extension an "Extension Term"), subject to the same terms and conditions set forth herein. The Initial Term or any Extension Term, as applicable, shall be automatically extended unless (i) the Lessee notifies the Lessor in writing on or before one hundred twenty (120) days that precedes the expiration of the Initial Term of the applicable Extension Term of its intention not to extend the Initial Term or Extension Term, as applicable; (ii) the Lessee fails to submit an Assessment for the current term in accordance with Section 6(a); (iii) the Lessee fails to submit a Facilities Improvement Plan in accordance with Section 6(a); or the Lessee fails to submit Annual Reports in accordance with Section 6(a).
  - (b) Notwithstanding subsection (a) above, the Lessee shall be entitled to terminate this Lease upon providing the Lessor with notice of its intention to terminate this Lease at least eighteen (18) months in advance of the proposed termination date. In the event Tenant is no longer authorized to operate a public charter school in the State of Rhode Island, Lessor shall have the right to terminate this Lease, provided such termination shall not be effective until the end of Tenant's charter term.
  - (c) In the event the Lessor requires to use the Property as a public school that is part of the Providence School District, the Lessor shall be entitled to terminate this Lease, provided, that in such event, (i) the Lessor shall be required to provide the Lessee with notice of its

intention to terminate this Lease at least three (3) years in advance of the proposed termination date; (ii) repay the Lessee for any capital improvements made by the Lessee or paid for by Lessee, calculated in accordance with Section 23, which repayment shall be made by the Lessor first to the holder of any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate; and (iii) the Lessor shall secure a space adequate for the Lessee's programmatic needs on substantially the same lease terms as those set forth in this Lease. Notwithstanding the foregoing, the Lessor's election to terminate this Lease shall not be effective until the Lessor fulfills the requirements set forth in subsections (i)-(iii) of this subsection and the indebtedness secured by any mortgages or trust deeds upon the leasehold estate is repaid in full by the repayment made for capital improvements pursuant to subsection (ii).

4. Permitted Use: The Lessee will use the Property primarily for educational purposes and uses incidental thereto, unless the Lessor expressly consents, in writing, to a use for another purpose. The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (the "Property Requirements") of federal, state, and city governments, and all other governmental authorities affecting the Property or the Lessee's use thereof, provided, however, that the Lessee shall be entitled to a reasonable amount of time to bring the Property into compliance with existing Property Requirements and provided further that Lessee shall not be required to make any structural change, alteration, addition or correction required by any Legal Requirements unless necessitated by Lessee's alterations to the Property.
5. Condition of the Property, Repairs, Maintenance and Utilities.
  - (a) Except for improvements made to the Property in accordance with this Lease, the Lessee agrees to keep the Property in substantially the same condition existing as of the commencement of the Term, reasonable wear and use and casualty excepted.
  - (b) The Lessee shall be responsible for custodial services required to maintain the interior of the Building during the Term.
  - (c) During the Term, the Lessee shall pay to the Lessor on a quarterly basis, within thirty (30) business days of receiving an invoice from the Lessor, a percentage of the cost of utilities in connection with the use and occupancy of the Property, including, without limitation, water, gas, sewer, and electricity, which percentage shall be equal to the percentage of square feet of space Lessee occupies in the Building (the "Utilities Percentage"). For the avoidance of doubt, in the event utilities or services are shared across the Building and the Adjoining Building, Tenant's Utilities Percentage shall be equal to the percentage of square feet of space Lessee occupies in the Building over the total square footage of the Building and the Adjoining Building.
  - (d) Throughout the Term, Lessor, at Lessor's cost and expense, Lessor shall maintain and make all reasonably necessary repairs and replacements to the exterior and structural portions of the Building (including, without limitation, roofing, membrane, façade,

windows, sidewalks, foundation slabs and building envelope) and mechanical systems servicing the Building (i.e., plumbing systems, electrical systems, elevator, life/fire safety equipment and HVAC equipment) and keep the same in good condition, order and repair, reasonable wear and tear excepted. Notwithstanding the foregoing, to the extent any damage to the foregoing is caused by or resulting from any act or omission of gross negligence or willful misconduct of Lessee or any of Lessee's contractors, agents, students, employees or invitees, Lessor shall repair such damage at Lessee's cost and expense. Lessor shall work collaboratively with Lessee on all on all aspects of design, planning and execution of such repairs and maintenance. Should Lessor fail to perform any necessary repair or maintenance to the Property or Building and such failure shall continue for twenty-one (21) days after written notice thereof by Lessee, and provided that Lessee then gives Lessor written notice that Lessee intends to perform said repair or maintenance and Lessor does not perform or commence performance of said repair or maintenance within thirty (30) business days thereafter, Lessee may, but shall not be obligated to, perform said repair or maintenance, without waiving or releasing Lessor from any other default by Lessor under this Agreement. All reasonable, documented, out of pocket sums so paid by Lessee in performing said repair or maintenance for which proper prior notice has been provided to Lessor shall be payable to Lessee within thirty (30) days of Licensor's receipt of a written demand therefor.

- (e) In the event Lessor needs to complete certain capital improvements to the Property and/or Building during the Term, Lessor agrees to be responsible for and bear the cost of the mutually agreed upon capital improvements. Any contractors, builders, designers, etc. shall be selected, paid and managed by the Lessor for such capital improvements. Lessor and Lessee will work collaboratively on all aspects of design, planning and execution of such capital improvements. The Lessor shall not have any obligation to make any alterations, additions, improvements, or maintenance on the portion of the Property solely occupied by Lessee, except for repair and replacements as explicitly set forth in this Lease.
- (f) Notwithstanding anything herein to the contrary, Lessor shall extend its contract pricing to Lessee for Lessee's school support contracts, including custodial, custodial supplies, food service, and repairs and maintenance. Lessee shall have the option, but not the obligation, to opt into any such school support contract.

6. Alterations and Improvements:

- (a) Lessee shall conduct a facilities infrastructure assessment for the Building under Lessee's care and control during the first six (6) months of the Initial Term and each five-year Extension Term (each an "Assessment"). Lessee agrees to share the results of each Assessment conducted by Lessee with the City Council and Mayor by submission to the City Clerk. Based on the results of each Assessment, Lessee shall develop a facilities improvement plan that addresses necessary and desired improvements to the

Building during the then-current term, including, without limitation, a schedule of when such improvements shall be made over the course of the term, as well as the estimate cost of such improvements (each a "Facilities Improvement Plan"). Lessee shall provide the City Council and Mayor by submission to the City Clerk with Lessee's Facilities Improvement Plan for each term no later than six (6) months after the completion of the Assessment. Lessee shall further provide the City Clerk with Annual Reports outlining progress towards completion of projects identified in its Facilities Improvement Plans including, but not limited to, funds expended in the prior year as well as planned expenditures in the coming year. Said Annual Reports shall be submitted to the City Clerk no later than January 31<sup>st</sup> of each year.

- (b) The Lessee, at its sole cost and expense, shall have the right, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, to make such structural alterations, additions, and improvements (the "Structural Alterations") to the Property or Building in accordance with the Facilities Improvement Plan, provided such Structural Alterations do not decrease the value of the Property or Building in any material respect.
- (c) The Lessee shall, before making any alterations, additions or improvements (including Structural Alterations), at its sole cost and expense, obtain all permits, approvals and certificates required by any governmental authority. The Lessor agrees to use its best reasonable efforts in assisting the Lessee in obtaining such permits, approvals and certificates.
- (d) The Lessee will cause the Lessee's contractors and subcontractors to carry such worker's compensation, general liability, and personal and property damage insurance as the Lessor may reasonably require. The Lessee shall use its best efforts to utilize 30% MBE and WBE contractors during construction. The Lessee will comply with, and ensure contractor compliance with, all applicable state and federal laws and regulations, including, if applicable, prevailing wage statutes.
- (e) Lessee and Lessor agree to work in good faith to secure funding to implement the Facilities Improvement Plan during such Extension Term, which may include State Housing Aid Reimbursements through the Rhode Island Department of Education or other sources of funding including, without limitation, philanthropy and/or third-party financing arrangements.
- (f) Lessee agrees to make at minimum \$2,500,000 (two million five hundred thousand dollars) worth of capital improvements, maintenance, and upkeep to the Property during the Initial Term and each Extension Term.
- (g) The Lessee, at its sole cost, shall have the right to make such non-structural alterations, additions, and improvements to the Property as may be necessary or desirable, provided that such non-structural alterations, additions, and improvements do not decrease the value of the Property or Building in any material respect.

- (h) Any alterations, additions, or improvements (including Structural Alterations) to the Property or Building made by the Lessee during the Term shall upon the expiration of the Term be the property of the Lessor without payment therefor by the Lessor, and shall be deemed included in the Property, except for trade fixtures and moveable property, and the terms and conditions of this Lease shall be fully applicable thereto. The Lessee may, prior to making any such additions, alterations, or improvements, request the Lessor's written consent to their removal at the end of the Term. If such consent is requested, the Lessor shall be deemed to have given such consent unless a written denial is given to the Lessee within thirty (30) days after such consent is requested in writing. Lessee shall have no obligation to remove any alterations, additions, or improvements (including Structural Alterations) to the Property or Building upon the expiration of the Term.
7. Taxes: The parties acknowledge the Property is currently tax exempt. If the status of the property changes, the Lessee shall pay any and all taxes, provided both Lessor and Lessee agree to use good faith efforts, including, without limitation, filing any available appeals to contest any decision that places the Property on the tax rolls.
8. Insurance:
- (a) The Lessee will obtain and pay for commercial general public liability insurance insuring the Lessee against loss from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries to one person, including death, One Million Dollars (\$1,000,000), subject to the same limit for each person; on account of any one event resulting in injuries to more than one person, including death, Two Million Dollars (\$2,000,000); and on account of an accident resulting in damage to property, Two Hundred Fifty Thousand Dollars (\$250,000). The Lessee shall include the Lessor as an additional insured on such general commercial public liability insurance.
  - (b) Any insurance policy required pursuant to this Lease shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. On or before the commencement of the Term and thereafter prior to the expiration date of each expiring policy, certificates of such policies by such insurers shall be delivered by the Lessee to the Lessor and by the Lessor to the Lessee, as applicable.
9. Assignments and Subleases: The Lessee will not assign or encumber its interest in this Lease or in the Property or sublease all or any part of the Property, or permit any other person, firm, or corporation to occupy or use all or any part of the Property without first obtaining the Lessor's written consent, which consent shall not be unreasonably withheld or delayed, provided that, without the Lessor's consent, the Lessee may assign this Lease or sublet the Property or any portion thereof to any of the following: (i) an entity which indirectly controls, is directly or indirectly controlled by, or is under direct or indirect common control with

Lessee; or (ii) an organization with a similar purpose to the Lessee. For the purpose of this Section, "control" shall mean the power to direct the management and policies of such entity whether through the exercise of voting rights or similar rights under the constituent organizational documents of such entity. In addition, it is agreed that Lessee has the right to mortgage or otherwise encumber its leasehold interest as provided in Section 21 without first obtaining the Lessor's written consent.

10. Lessee Default: The Lessee will be in default under this Lease upon the occurrence of any of the following events or conditions:

- (a) The Lessee's failure to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after written notice thereof to the Lessee by the Lessor.
- (b) The Lessee's failure to submit an Assessment or Facilities Improvement Plan as required by Section 6(a), such failure having continued for a period of thirty (30) days after written notice thereof to the Lessee by the Lessor.
- (c) The Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the Lessor, provided that if the default is of such a nature that it cannot be cured within said thirty (30) day period, Lessee may request from Lessor additional time as needed to cure such breach, which consent for such additional time shall not be unreasonably withheld, delayed or conditioned, provided, that, Lessee has indicated the reason the default cannot be cured within said thirty (30) day period, has provided Lessor with Lessee's plan to cure said breach together with an estimated timeframe for said cure, and Lessee demonstrates its due diligence in executing said plan. Lessee shall provide Lessor with updates regarding Lessee's progress in curing such breach upon the request of Lessor.

Upon the occurrence of an event of default under this Section, the Lessor may, at its option, terminate this lease by written notice to Lessee and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass.

11. Lessor Default: The Lessor will be in default under this Lease upon the Lessor's failure to perform or fulfill any term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after written notice thereof to the Lessor by the Lessee. Upon the occurrence of an event of default under this Section, the Lessee may, at its option, in addition to its remedies at law, cure such failure and seek reimbursement from Lessor for curing the same or terminate this lease by written notice to the Lessor, and thereafter the Lessee shall have no further obligations to the Lessor hereunder.

12. Option to Purchase: At any time during the Term of this Lease, Lessee may upon at least sixty (60) days prior written notice to the Lessor exercise an option to purchase the Property (the

“Option to Purchase”) in accordance with, and subject to the requirements of, Section 416 of the Providence Home Rule Charter.

13. Indemnification: The Lessee does hereby agree to indemnify, hold harmless, and defend the Lessor from and against any cost and expense of any litigation and from and against any and all actions, causes of action, claims, demands, damages, and/or judgments (a “Claim”) that may be brought successfully against the Lessor as a result of the Lessor entering into this Lease, unless such Claim arises from or results from the fault, misconduct or negligence of the Lessor or its agents, servants or employees. The Lessor shall give the Lessee prompt notice in writing of any action or proceeding relating thereto. The Lessee shall have the option to defend against any such Claim with counsel of its choice and the Lessor agrees to cooperate reasonably in any such defense. As long as the defense is being handled by the Lessee, the Lessor shall not settle any such claim, action, or proceeding without the prior written consent of the Lessee. In the event the Lessee shall elect not to defend any such claim, action, or proceeding, the Lessee shall indemnify the Lessor as herein provided.
14. Notices: No notice, approval, consent, or other communication permitted or required under this Lease will be effective unless sent post pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the City: Director of Public Property, City Hall, 25 Dorrance Street, Providence, RI 02903, with a copy to the City Solicitor, Law Department, 444 Westminster Street, Suite 200, Providence, RI 02903; if to the Lessee: Attention Ketki Harale, 370 James Street, Suite 404, New Haven, CT 06513 with a copy to Lisa J. Holtzmuller, Esq., 75 Federal Street, 9<sup>th</sup> Floor, Boston, MA 02110.
15. Director of Public Property. Approval of (i) any alterations or improvements by the Lessor, (ii) any alternate uses of the Property, or (iii) any subletting or assignment of the Property may be made by and on behalf of the City by the Director of Public Property.
16. Signage: Consistent with the City’s Zoning Ordinance, the Lessee shall be allowed to erect signage on the Property, including on the building face, designating the building as “Achievement First Rhode Island” “AFRI,” or a similar designation. Existing signage may be removed by the Lessee and delivered to the Director of Public Property.
17. Destruction by Casualty: If the Property is damaged or destroyed in whole or part by storm, fire, lightning, earthquake or other casualty, the Lessor shall promptly commence restoration of the Property, provided that Lessor’s insurance coverage covers said damage, to substantially its condition immediately prior to such destruction and shall continue such restoration with all due diligence and dispatch. The Lessor will commence restoration within sixty (60) days of insurance approval and complete them in a timely manner. If access to the Property is substantially denied to Lessee, or twenty-five percent (25%) or more of the usable area of the Property is rendered unusable by Lessee, in Lessee’s good faith judgment, as a result of such casualty, then Lessee may cancel this Lease by written notice to the Lessor



and this Lease shall terminate thirty (30) days after the date of such notice. In the event Lessee may occupy only a portion of the property upon a casualty, rent, if any, shall be abated proportionally based on the square footage actually occupied by Lessee.

18. Eminent Domain:

- (a) If the entire Property shall be taken for public purposes, then this Lease shall terminate as of the date the Lessee shall be required by law to vacate the Premises or earlier upon the Lessee's election by giving at least thirty (30) days prior written notice to the Lessor. Lessor shall use any condemnation proceeds to repay the Lessee for the value of its leasehold estate and any capital improvements made by the Lessee, calculated in accordance with Section 23 herein, which repayment shall be made by the Lessor first to the holder of any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, and then to the Lessee.
- (b) If such portion of the Property or access thereto shall be taken so as to render the Property, after repair and restoration, unsuitable for the continuance of the Lessee's business in substantially the same manner as was being conducted immediately prior to such taking, the Lessee shall have the right to terminate this Lease by giving at least thirty (30) days prior written notice to the Lessor. Lessor shall use any condemnation proceeds to repay the Lessee for the value of its leasehold estate and any capital improvements made by the Lessee, calculated in accordance with Section 23 herein, which repayment shall be made by the Lessor first to the holder of any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, and then to the Lessee.

19. Covenant of Quiet Enjoyment: The Lessor covenants that upon the Lessee's paying the rent herein reserved and performing and observing all the other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Property throughout the Term.

20. Non-Disturbance: The Lessor covenants and agrees to obtain for, and to provide to, Lessee from each mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, beneficiary under a deed of trust, underlying landlord or other party whose title might now or hereafter become superior to the title of the Lessor, or who may perfect any title that might otherwise cause a termination of this Lease (collectively, the "Superior Parties"), a written agreement, in form and substance reasonably satisfactory to Lessee, providing that Lessee's use, occupancy and possession of the Property, and other rights, under this Lease will not be disturbed so long as the Lessee shall not be in default hereunder beyond any applicable grace or cure period for curing the same. The Lessor represents and warrants to Lessee that there are as of the date of this Lease no Superior Parties.

21. Mortgaging of Leasehold Estate: In the event Lessee mortgages its leasehold estate and the mortgagee or holder of the indebtedness secured by the leasehold mortgage or trust deed shall notify the Lessor, in the manner provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of indebtedness, then, in such event, the Lessor agrees that for the benefit of such mortgagees or holder of indebtedness from time to time:
- (a) Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on the Lessee, a duplicate of any and all notices or demands given by the Lessor to the Lessee. Such notices shall be given in the manner and be subject to the terms of the notice provisions of this Lease at the last known address for such mortgagee or holder of indebtedness.
  - (b) Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants under this Lease, of curing any default of the Lessee or of exercising any election, option or privilege conferred upon the Lessee by the terms of this Lease within the applicable cure periods set forth herein.
  - (c) The Lessor shall not terminate this Lease or the Lessee's right of possession for any non-monetary default of the Lessee which, although curable, is of such a nature that it cannot be cured within a period of 30 days, if, within a period of 30 days after the Lessor gives such default notice, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch as provided. While such cure is being prosecuted, the mortgagee or holder of indebtedness shall pay or cause to be paid all rent on a timely basis.
  - (d) No rights, privilege or option to amend, cancel or terminate this Lease, available to the Lessee, shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.
  - (e) Except as aforesaid, no liability for the payment of rental or the performance of any of Lessee's covenants and agreements shall attach to or be imposed upon any mortgagee or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, unless such mortgagee or holder of indebtedness forecloses its interest and becomes Lessee under this Lease. Following a foreclosure of any leasehold estate by any mortgagee or holder of any indebtedness secured by any mortgage or trust deed (or its designee(s) or nominee(s)), Lessor agrees to execute and deliver a new lease to such mortgagee or holder of indebtedness (or its designee(s) or nominee(s)), having the same relative priority in time and in right as the Lease and having the benefit of all of the right, title, interest, powers and privileges of Lessee under the Lease in and to the Premises, including specifically an assignment of the Lessor's interest in and to any then existing sublease where the subtenant may have attorned to the Lessor and may have been recognized by the Lessor. Lessor hereby agrees that with respect to any such sublease, that it will not modify or amend any of the terms or provisions thereof, during the period

between the expiration or termination of the Lease and the execution and delivery of the new lease.

- (f) Nothing contained herein shall be deemed to obligate the Lessor to subordinate its fee simple title to any such leaseholder mortgage.

22. Estoppel Certificate: The Lessor and the Lessee agree, at any time, and from time to time, upon not less than 30 days' prior written notice from the other party, to execute, acknowledge and deliver to the requesting party, and to any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, or any other specific third party which the requesting party may designate a statement in writing addressed to the requesting party and other party designated by the requesting party certifying all of the following: this Lease is in full force and effect without any amendments or modifications (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of this Lease, stating the dates to which rent and other charges, if any, have been paid and stating whether or not to the knowledge of such party there exists any default by either party in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by the certifying party; it being intended that any such statement delivered pursuant hereto may be relied upon by the party to whom it is certified.
23. Capital Improvements. The calculation of any repayment of capital improvements by the Lessor to the Lessee under this Lease shall be based on the initial construction cost of the capital improvements less depreciation of such capital improvements in accordance with the requirements of the Internal Revenue Code in effect at the time of repayment.
24. Amendments, Waivers, Consents, etc.: No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. Wherever any consent or approval is required from any party to this Lease it shall not be unreasonably withheld or delayed.
25. Cumulative Rights: Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.
26. Entire Agreement: This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements,

understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by the Lessor and the Lessee.

27. Governing Law and Severability: This Lease shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.
28. Shared Space. Lessee will require access to the Adjoining Building to use certain facilities for its students. Lessor and Lessee shall agree on a schedule for the Adjoining Property which shall include the following: Each time Lessee uses space in the Adjoining Building, Lessee shall clean and otherwise restore it to the condition and configuration that existed prior to Lessee's use thereof (including, without limitation, returning furniture, equipment, and other personal property therein, to the locations they were prior to such use).

IN WITNESS HEREOF, the City and AFRI have caused this Lease to be executed as of the latest date below.

CITY OF PROVIDENCE

ACHIEVEMENT FIRST RHODE ISLAND

By: Burt P. Smiley

By: [Signature]

Its: Mayor

Its: Treasurer

Date: 6/29/2023

Date: 6/30/2023

Approved as to form and correctness:

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