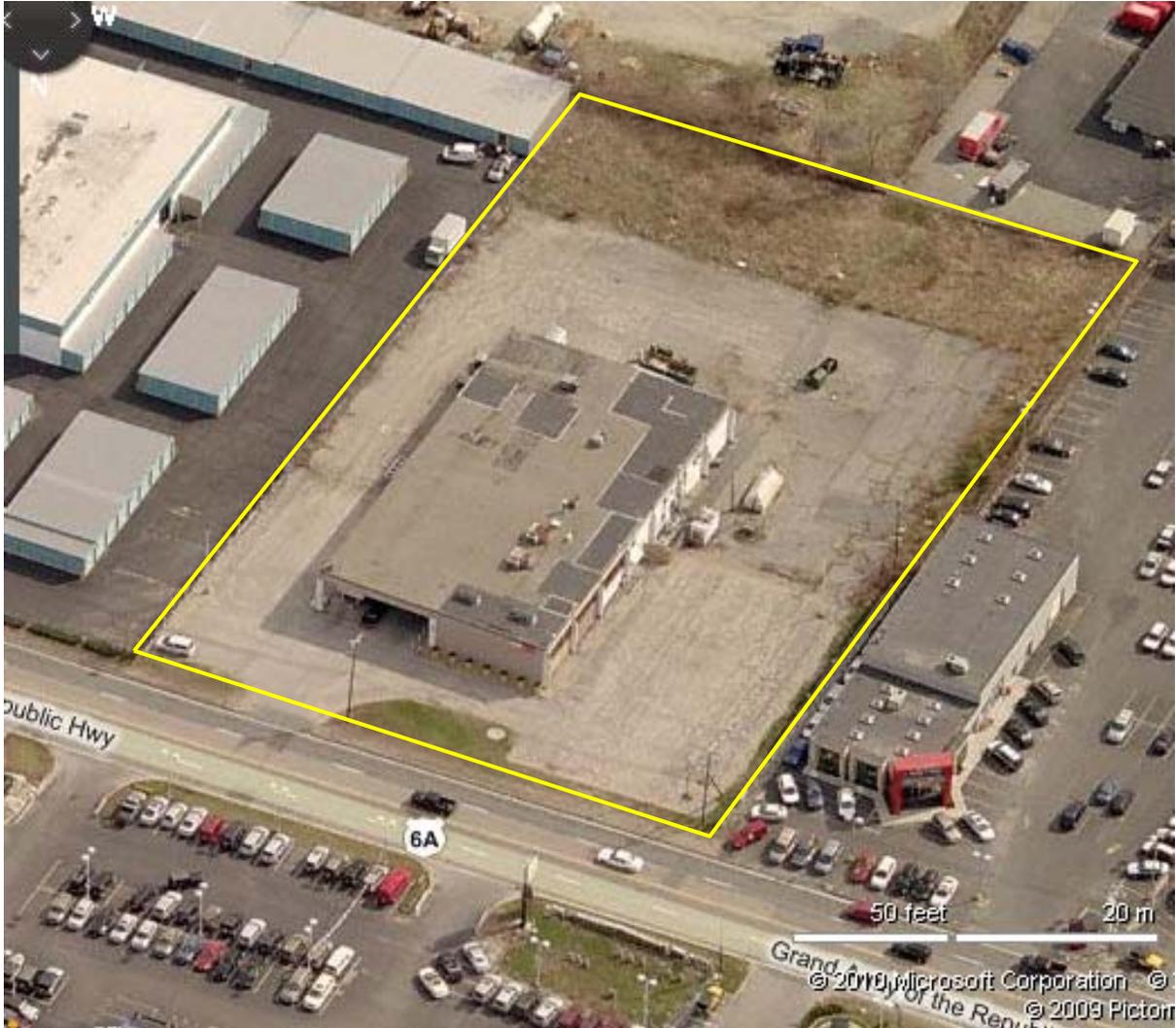


BID NUMBER SPLP 145
SEALED BID - SALE OF EXCESS LAND AND IMPROVEMENTS
PROPERTY IDENTIFIED AS 1670 HARTFORD AVENUE, JOHNSTON
TAX ASSESSOR'S PLAT: 53 LOT: 186



The State of Rhode Island, acting through the Department of Administration's Division of Purchasing, invites bids from the general public for the sale of real property deemed excess by the Department of Administration. The property comprises approximately 99,918 square feet of land, which is improved with an office building containing approximately 17,757 square feet. A more detailed property description and instructions to bidders are contained in the attached prospectus.

Gary S. Sasse Director
Department of Administration

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- PHOTOGRAPHS OF SUBJECT PROPERTY

ADDENDA II

- TAX ASSESSOR'S MAP
- PERPETUAL EASEMENT AGREEMENT
- PERPETUAL EASEMENT AGREEMENT PLAN
- RIDOT CONDEMNATION PLAT MAP
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- AFFIDAVIT OF NON-COLLUSION
- AFFIDAVIT OF NON-CONVICTION
- CERTIFICATE OF AUTHORITY
- CERTIFICATE OF DISCLOSURE OF CORPORATION
- CERTIFICATE OF PARTNERSHIP
- CERTIFICATE OF LIMITED LIABILITY COMPANY

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PART I
PROPERTY DESCRIPTION AND INFORMATION

OVERVIEW

The State of Rhode Island, acting through the Department of Administration's Division of Purchasing, offers for sale approximately 99,918 square feet of excess land and improvements at 1670 Hartford Avenue, Johnston, Rhode Island. The subject property comprises portions of that parcel formerly identified in the Johnston Tax Assessor's Records as Plat 53, Lot 186. Maps of the property to be conveyed and its environs are attached as Exhibit A.

SITE DESCRIPTION

The subject site is situated on the southerly side of Hartford Avenue which is also known as Rhode Island Route 6. Notably, Hartford Avenue is a state-maintained arterial and it is a major truck route to points west such as Connecticut.

The subject property is designated as Lot 186 on Map 53 of the Tax Assessor's Plats of the Town of Johnston. According to the assessor's plat map, the subject parcel is fairly rectangular in shape, level and at street grade, and is serviced by all public utilities. Frontage along Hartford Avenue is approximately 250 linear feet and overall site area is approximately 2.28 acres, or 99,918 +/- square feet. Prior to the widening of Hartford Avenue, the subject's depth was approximately 400 feet which rendered a site area of 99,918 square feet, as had been recorded in the 1985 deed (Book 132 Page 648).

The subject's original use was as a Volkswagen automobile dealership. As a result, that portion of the site not improved with building improvements is essentially still represented as asphalt pavement. This pavement is in generally fair condition with noticeable cracked areas. The perimeter of the site is enclosed with a six-foot high chain link fence and landscaping is essentially restricted to the frontage area along Hartford Avenue in the form of a grassed island bordering the sidewalk. Drainage is adequately maintained away from the building and soil/subsoil conditions appear to be adequate to support many varied types of suburban development given the surrounding uses.

IMPROVEMENT DESCRIPTION

The subject site is improved with a 17,757 square foot, one-to two-story structure which is predominantly used as a computer data center for the State of Rhode Island. The subject structure was originally constructed circa 1960 as an automobile dealership and then converted to its present use in 1981 upon acquisition by the State.

Of the building total, approximately 12,700 square feet is first floor space and 5,057 square feet is second floor space. While the State's data enter occupies much of the building area, approximately one-third of the second floor area is occupied by the Rhode Island Army National Guard in its use as a Distance Learning Center.

The first floor space is subdivided into the main computer room (approximately 4,500 square feet), a tape library room, vault room, a tape storage room, mail room, general offices, as well as men's and ladies restrooms. Additionally, the first floor area also provides for mechanical

systems such as the Center's 1,600 amp, 3 phase, 4 wire circuit breaker system and Halon cylinder tanks which supplies the building's sprinkler system that is centrally monitored.

The main computer room is improved with a raised floor and has an acoustical dropped ceiling with recessed fluorescent lighting. There are smoke detectors located within both the ceiling and floor area.

Exterior wall construction is of concrete block. Within the main computer room, the interior walls are soundproofed with a fibertile covering. The roof throughout the building is that of a metal deck having a tar and gravel cover per the assessor's records.

The tape library, vault, and tape storage rooms are improved with flexicore ceiling for fireproofing and security purposes. The vault room is serviced by its own Liebert HVAC system with a back-up unit. A generator is on-site in case of power outages.

Located within the mail room are separate men's and ladies restrooms. The mail room can be accessed via a main/side entrance, which is protected by an overhang. The general office or work station areas on the first floor are essentially improved wall-to-wall commercial grade carpeting and wood plank ceilings with fluorescent light fixtures.

The second floor is accessed via two stairways, as the building lacks elevator service. The second floor provides for a lunch room, two unisex restrooms, the aforementioned Rhode Island National Guard space, a telecommunications room, executive office, library/conference room, and other general office space. Interior improvements are a combination of either wood plank ceiling or acoustical tile ceiling with either fluorescent or parabolic lighting. Flooring is a combination of carpeting and/or vinyl tile.

Located on the second floor is a boiler room which houses a gas Weil-McLain boiler (forced warm air heat), a Ruud gas hot water heater, and the main fire alarm panel for the Center's central fire alarm system. The entire building is air conditioned via roof-top electronically powered units.

As the Center has a back-up generator, it also accommodates on-site a 3,000 gallon above-ground diesel fuel tank. Also, located under the front overhang section of the structure is a mobile office trailer that is needed for support office space.

UTILITIES

The following public utilities are available and presently connected to the subject property.

- Water
- Sanitary Sewer
- Storm Sewer
- Electricity
- Gas
- Telephone
- Underground Cable

EASEMENTS

Normal utility easements are in place on the subject parcel and are assumed to have no detrimental effect on the subject's vale.

- Temporary Easement Area:

The Rhode Island Department of Transportation has filed a condemnation plat (**Condemnation Plat 2633A**) to secure a temporary easement area along the subject property Hartford Avenue frontage. This easement area will allow roadway construction crews to complete the proposed roadway widening and sidewalk installation

* A copy of the condemnation plat map is included in the addenda.

- Perpetual Easement Agreement

The subject property is the beneficiary of a perpetual easement agreement (Dated: 10/29/96) that the State of Rhode Island entered into with southerly abutting property owner (Filed in Town of Johnston // Book: 2056 Pages: 120-126.

The State of Rhode Island secured this agreement in order to connect the subject building to the municipal sewer line that is located in Industrial Way. This parcel is one of the few parcels situated along Hartford Avenue that is connected to the municipal sewer system.

***A copy of this perpetual easement agreement and the site plan is included in the addenda.**

APPLICABLE ZONING

According to the official zoning maps for the Town of Johnston, the subject property is located in a zone designated B2 General Business” District. This district is proposed for certain land and structures that provide for the retailing of commodities and the furnishing of services which depend upon a great volume of vehicular and pedestrian traffic. Uses allowed in the B2 zone include, but are not limited to, the following: municipal or governmental buildings; police or fire station; professional office, real estate, insurance agency, etc.; bank/credit union; office for wholesale or manufacturing use; office building; personal convenience services; and specialty services.

FLOOD ZONE DATA

The subject property is not located in a designated flood zone hazard area as depicted on the FEMA National Flood Insurance Rate Map entitled Community Panel # 4400180020C and dated November 17, 1983. According to the flood hazard map, the subject property is situated within a Flood “X” non-flood hazard area. A copy of the flood map may be found in the Addendum section.

TAX ASSESSMENT INFORMATION

The current assessment of the subject property is as follows:

Land:	\$ 509,800
Building:	\$1,035,100
Extra Building Features:	\$ 21,300
Outbuildings:	\$ 33,900
Total Assessment:	\$1,600,100

(Current Taxes: Tax Exempt)

AREA ANALYSIS

Johnston is considered a suburban community which is densely developed and populated. The town is considered to be a “bedroom” community of the greater metropolitan Providence area. Per the 2000 U.S. Census, Johnston’s population was 28,195. This represented a 6.2% change over the 1990 U.S. Census population estimate of 26,542. The town is improved with many pockets of residential subdivisions consisting of older ones established during the 1920’s in such areas as Centerdale, Thorton, and Simmonsville, with newer residential development constructed during the mid 1980’s throughout the 1990’s, primarily in the western portion of the town.

The town is bounded to the east by the city of Providence; to the north by the towns of North Providence and Smithfield; at the west by the town of Scituate; at the south by the city of Cranston. Given its central location, the town is easily accessible via the Interstate highway system. Route 6 (Hartford Avenue) and Route 44 (Putnam Pike) are major east/west connector roads which essentially dissect the town into northern and southern halves.

The major commercial/retail areas of the town are that of Hartford and Atwood Avenues, an area which is directly accessible via Interstate Route 295, as well as the aforementioned Route 6. Major retail trade and commerce in the town takes place within the Hartford Avenue/Atwood Avenues sphere, the area represented by many national and regional franchises, including well noted local merchant establishments. While retail trade dominates the Hartford and Atwood Avenue business area, professional office space also exists.

From the residential property perspective, property occupancy is predominantly that of owner-occupant. Most homes in town are average style, single family dwellings with some multi-family residential uses interspersed. Multi-family units are represented predominantly by two family types; however, there also exist modern apartment buildings and condominium properties as well. Home prices reflect a wide array of value, with most residential product being deemed as affordable in relation to other suburban areas located further away from the metropolitan Providence influence.

PART II
TERMS AND CONDITIONS

1. The subject property will be sold “as is” by quit claim deed in accordance with statutory requirements. No warranty deed will be offered by the State. Any and all sales of surplus property are subject to the final approval of the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids.
2. The submitted bid package must include the following documents:
 - a) A cashier’s or certified check in the amount of fifty thousand (\$50,000) dollars as a good faith deposit to be credited towards the final purchase price. This check will be forfeited if the winning bidder fails to execute a purchase and sale agreement with the Department of Administration within thirty (30) days from the date the winning bidder is notified in writing that the bid was accepted by the State Properties Committee. In the event that the Town of Johnston exercises its statutory pre-emptive right to purchase the property, the bidder’s deposit check will be promptly returned.
 - b) A duly executed Offer To Purchase form
 - c) A lease proposal that clearly specifies total cost per month for a twelve-month (July 1, 2010-June 30, 2011) lease. **The form of lease is attached in the addenda of this package.**
 - d) A completed Affidavit of Non-Collusion form
 - e) A completed Affidavit of Non-Conviction form
 - f) A completed Certificate of Authority form
 - g) A completed version of one of the following forms;
 - Certificate of Disclosure of Corporation
 - Certificate of Disclosure of Partnership
 - Certificate of Disclosure of Limited Liability Company
3. The balance of the purchase price shall be paid by bank or certified check or wire transfer payable to the General Treasurer – State of Rhode Island **on or before June 30, 2010.**
4. The selected bidder will be responsible for the cost and preparation of a conveyance deed, including a metes and bounds description describing the subject property. The successful bidder shall be responsible for the documentary deed stamps that are required to be affixed to the deed.
5. The State will pay no broker’s fee, finder’s fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale of the subject property or consummation of the lease hereinafter described.
6. No representations will or have been made by the State that the subject property meets local, State or Federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise.
7. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.

8. All accepted bids are subject to the pre-emptive rights to the subject parcel's (re)purchase by the Town of Johnston pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended.
9. Any use of the subject property will be in compliance with "Appendix C," Title VI of the Federal Civil Right Act of 1964, as amended, i.e., without discrimination as to race, color, or national origin.
10. No billboard, sign, or other outdoor advertising devices shall be erected upon the subject property other than those indicating ownership or on-premise advertising and shall be subject to reasonable restrictions with respect to number, size, location, and design by regulation of the RIDOT and/or the Federal Highway Administration and subject to local zoning ordinances.
11. Any public utilities or municipalities having facilities under, over, or through the subject property as of the date of its conveyance to the selected bidder shall have the right and easement to continue to maintain, operate, and renew their facilities within the subject property.

PART III
INSTRUCTIONS TO BIDDERS

- General

Sealed bids will be accepted no later than **10:00 a.m. on March 12, 2010.**

IMPORTANT: The sealed bid must also include a lease proposal as the State of Rhode Island must lease back the property for a period of twelve (12) months (Lease Term: 7/1/2010-6/30/2011). **Bid packages that do not contain a lease proposal will be deemed non-responsive.**

All bids must be delivered in a sealed envelope and clearly addressed as follows:

**Rhode Island Department of Administration
Division of Purchases
One Capitol Hill
Providence, R.I. 02903**

**Invitation To Bid SPLP Number 145
1670 Hartford Avenue, Johnston, R.I.**

***** Please include one (1) original and four copies of bid package.**

- Pre-Bid Conference/Property Inspection
There will be a mandatory pre-bid conference on **Wednesday, February 24, 2010 at 10:00 a.m.** at the site. The property will be open for a walk through inspection immediately following the pre-bid conference.
- Bid Package, Bid Surety and Closing
The submitted bid package must include the following documents:
 1. A cashier's or certified check in the amount of fifty thousand (\$50,000) dollars as a good faith deposit to be credited towards the final purchase price. This check will be forfeited if the winning bidder fails to execute a purchase and sale agreement with the Department of Administration within thirty (30) days from the date the winning bidder is notified in writing that the bid was accepted by the State Properties Committee. In the event that the Town of Johnston exercises its statutory pre-emptive right to purchase the property, the bidder's deposit check will be promptly returned.
 2. A duly executed Offer To Purchase form
 3. A lease proposal that clearly specifies total cost per month for twelve-month (July 1, 2010-June 30, 2011) lease. The form of lease is attached in the addenda of this package.
 4. A completed Affidavit of Non-Collusion form
 5. A completed Affidavit of Non-Conviction form
 6. A completed Certificate of Authority form
 7. A completed version of one of the following forms;
 - a. Certificate of Disclosure of Corporation
 - b. Certificate of Disclosure of Partnership
 - c. Certificate of Disclosure of Limited Liability Company
- Questions and Responses
Any questions or requests for additional information must be submitted in writing by the close of business on **March 3, 2010** and addressed to:

John P. Ryan at e-mail address: JohnR@gw.doa.state.ri.us
Phone: (401) 222-4240

Responses will be disseminated to all parties by the close of business on **March 5, 2010**.

- **Bid Due Date**

Sealed bids will be accepted no later than **10:00 a.m. on March 12, 2010**.

- **Bid Evaluation and Award**

The project committee will evaluate the submitted bid/lease proposal packages. The sole criteria for award will be the overall financial benefit to the State of Rhode Island. In other words, the winning bid will provide the highest financial return to the State of Rhode Island when considering the total bid/lease proposal package.

ELEMENTS OF TOTAL BID/LEASE PROPOSAL PACKAGE

- ❖ **Bid** (Purchase price to acquire the property located at 1670 Hartford Avenue, Johnston)
- ❖ **Proposal** (Lease proposal – State of Rhode Island leasing back property for twelve (12) months.)

FINAL BID AWARD IS SUBJECT TO STATE PROPERTIES COMMITTEE REVIEW AND APPROVAL.

ADDENDA I



View of easterly side of property



View of Hartford Avenue (Facing In Westerly Direction)



View of property facing south (from Hartford Avenue)



View of property facing southwesterly direction (from Hartford Avenue)



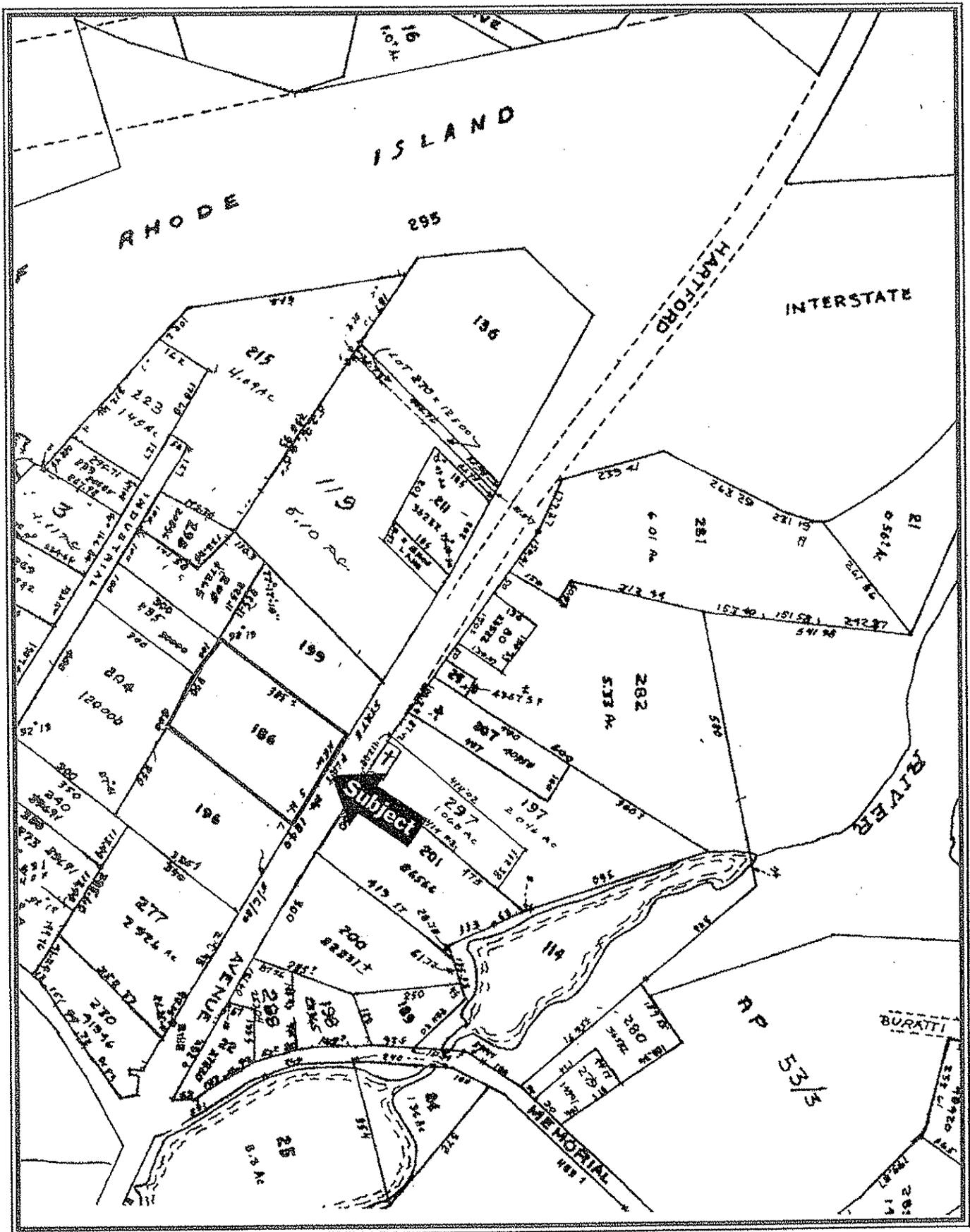
View of rear portion of building and parking area



View of westerly side of property

ADDENDA II

ASSESSOR'S MAP



PERPETUAL EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "agreement") is made and entered into by and between the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Administration, hereinafter referred to as the Grantee, in pursuance of and by virtue of Title 37, Chapter 6, of the General Laws of Rhode Island, as amended, and Peterbilt Company of Connecticut, a company chartered under the laws of the State of Connecticut, hereinafter referred to as the Grantor.

For good and valuable consideration in the sum of Five Thousand (\$5,000.00), paid to the Grantor by the Grantee, the Grantor hereby grants to the Grantee, its successors and assigns, a perpetual easement commencing _____, 1996, to construct, install, repair, and maintain a sewer line all upon, above, or within parcels of land (the "easement") containing 4,916 square feet, more or less, located in the City/Town of Johnston, in the County of Providence, State of Rhode Island and Providence Plantations, said land owned in fee simple by the Grantor and shown on certain plans, attached hereto and incorporated herein by reference as Exhibit A, prepared by Geisser Engineering Corporation, Riverside, Rhode Island.

It is the intention and agreement of the parties hereto that:

A. Said easement shall be subject to all legal highways, to any existing natural watercourse, to physical conditions, occupancies and encroachments, if any, that an accurate survey or personal inspection of the easement area may disclose, to the rights of any parties in possession, to the right of access, if

any, across said easement area by the abutting owners to the adjacent roadways, to current taxes and assessments not yet due and payable, to other easements, covenants, restrictions and other encumbrances of record, if any, to zoning and building laws and ordinances, and to the reservations and covenants, if any, set forth in said easement as hereinafter mentioned.

B. The Grantee shall have the right during the term of this agreement to enter and re-enter the easement area with the Grantee's servants, independent contractors, agents, vehicles, machinery and equipment for the general purpose of constructing, operating and maintaining the said sewer line within that certain area designated on the aforementioned plan.

C. The Grantee shall not fence in or otherwise enclose the easement area without the prior written consent of the Grantor.

D. In the exercise of its rights under this agreement the Grantee shall promptly refill any holes or depressions made by them on the easement area, and regrade and restore said easement area to substantially the same condition as said easement area existed prior to any such excavation. Such restoration shall include, but not be limited to, any necessary regrading and replanting of any grass areas and paving of any paved areas. Such restoration shall be subject to the written approval of the Grantor which shall not be unreasonably withheld.

E. The exercise of the rights of the Grantee under this agreement shall be at the sole cost and expense of the Grantee and such rights shall be exercised in a manner which will not unreasonably interfere with the Grantor's use of the premises. It

is understood and agreed that if there is any conflict between the construction or repair work to be done by the Grantee at any particular location within the easement area, and work of any nature to be done by the Grantor at the same location, the Grantor's work shall take priority over the work of the Grantee.

F. In connection with any maintenance, repair and/or replacement to be performed to said land or to said easement area by or on behalf of the Grantee from time-to-time, the Grantee agrees that such work shall be performed in a prompt, efficient and continuous manner. The Grantee shall be solely and completely obligated to repair any damage to the Grantor's land and/or facilities caused by such maintenance, repair and/or replacement.

G. The Grantee, its successors and assigns, shall, up to the cap on liability contained in R.I.G.L. 9-31-1 et seq., indemnify and hold the Grantor harmless against claims for any injuries sustained by any individual resulting from or arising out of the construction, maintenance, repair or replacement of said sewer line, unless caused by the tortious act or omission of Grantor.

H. The Grantee shall, up to the cap on liability contained in R.I.G.L. 9-31-1 et seq., indemnify, save harmless and defend the Grantor from any claim arising from the transportation, storage and disposal of hazardous waste on the property conveyed attributable to the Grantee subsequent to the date of this conveyance arising under Rhode Island General Laws, Section 23-19 or otherwise.

I. This agreement is conveyed by the Grantor to the Grantee subject to the rights of the Grantor its successors and assigns to disapprove any subsequent transfer or conveyance by the Grantee of

the rights and interests herein conveyed, except that the Grantee may convey without the written approval of the Grantor, its rights and interest to another State agency or department. The Grantor hereby covenants with any subsequent transferee or assignee of the Grantee's rights under this agreement that its approval shall not be unreasonably withheld.

Bk# 2054 Pg# 123
INST# 00090100

J. This agreement is executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, legal representatives, and assigns. This agreement is intended to be governed by and construed in accordance with the laws of the State of Rhode Island. This agreement may not be amended or modified except pursuant to a written instrument signed by all parties hereto.

K. It is understood and agreed by the parties hereto that the Grantor makes no representations regarding the ownership of the real estate described in the agreement which is subject to the rights of the owners in fee simple of said real estate other than the Grantor, if such be the case, and subject also to any prior easements affecting said real estate and any other rights of any other parties therein.

Note: Copies of this Easement Agreement are filed in the Tax Assessor's Office of the following Municipality: City/Town of

Providence, Rhode Island.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first above written.

GRANTEE: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF ADMINISTRATION

By: [Signature]
Robert L. Carl, Jr., Ph.D. - Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

BK# 2054 P# 124
IN# 00090100

In Providence on this _____ day of _____, A.D. 1996, before me personally appeared Robert L. Carl, Jr., Ph.D., to me known and known by me to be the Director of the Rhode Island Department of Administration and the party for and on behalf of the State of Rhode Island and Providence Plantations who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed individually and in his said capacity and the free act and deed of the State of Rhode Island and Providence Plantations.

Notary Public

My Commission expires: _____

GRANTOR:

Peterbilt of Connecticut, Inc.

Name of Company

By: [Signature]
Name/Title

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Berlin, CT on this 16th day of December, A.D., 1996, before me personally appeared Richard Berluti to me known and known by me to be the party executing the foregoing instrument for and on behalf of _____ Name of Company _____, who acknowledged said instrument by _____ so executed to be _____ free act and deed individually and in _____ said capacity and the free act and deed of _____ Name of Company _____.

[Signature]
Notary Public

My Commission expires: 3/31/2001

Approved this 29th day of October, A.D., 1996, by
the State Properties Committee.

APPROVED AS TO TERMS &
CONDITIONS:

BY *Robert M. Lynch*
Chairman

APPROVED AS TO FORM:

BY *Julia M. Koller*
Attorney General

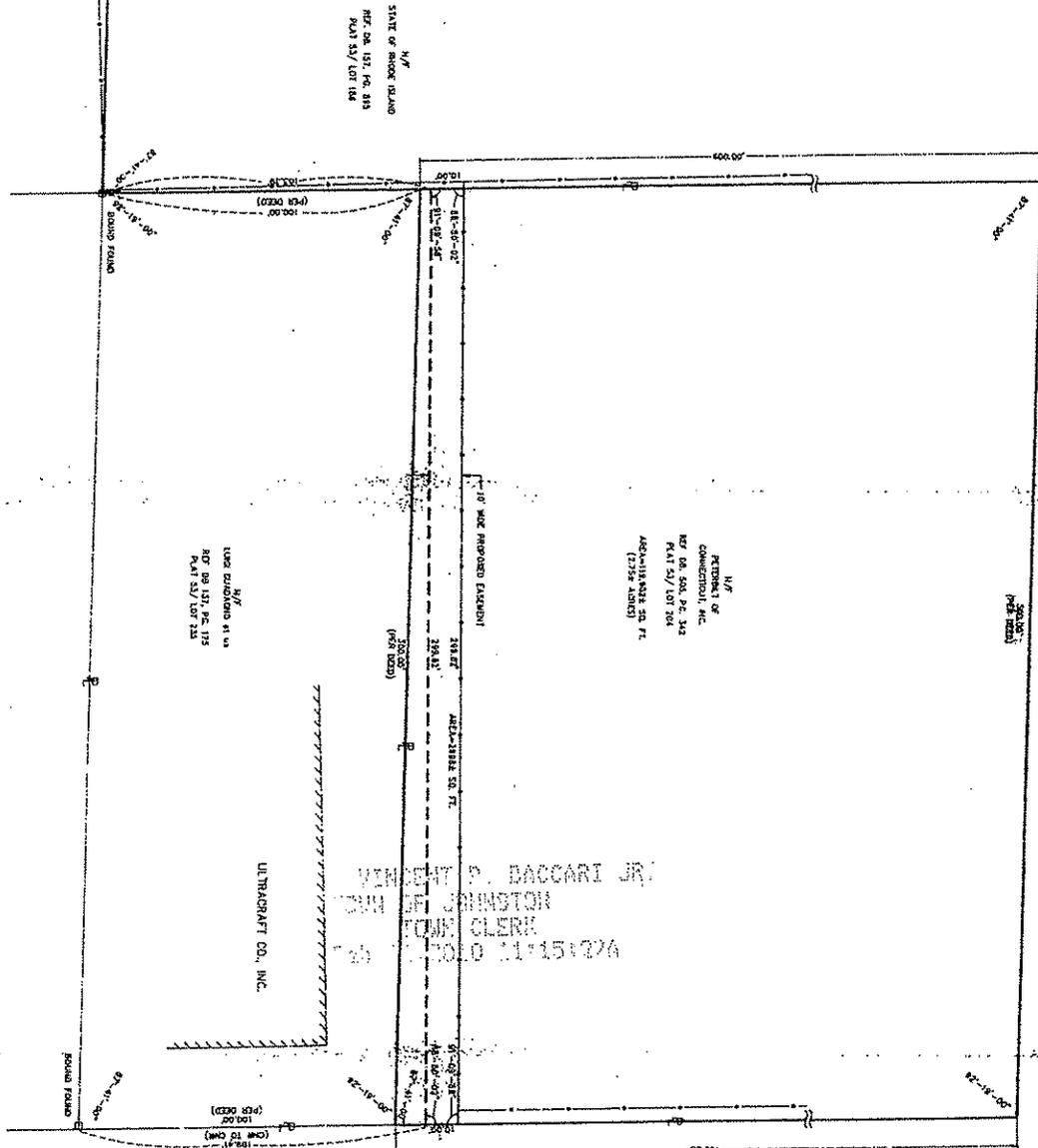
APPROVED AS TO SUBSTANCE:

BY *[Signature]*
Director of Administration

APPROVED:

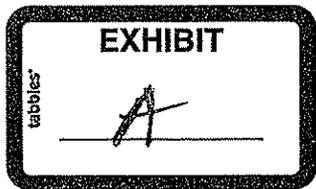
BY *P. Anderson 29 Oct 1996*
Public Member

DR # 2056 P.W. # 126
 INSET: 00090100



VINCENT P. BACCARI JR.
 TOWN OF JOHNSTON
 TIME CLERK
 2010 11-15-07

LEGEND
 --- PROPERTY LINE
 --- OUTSIDE FENCE
 --- PROPOSED EASEMENT
 --- ROAD FRONT



DATE: 3/14/86
 SCALE: 1"=20'
 DESIGNED BY: AF
 DRAWN BY: MRC
 CHECKED BY: GCH

**PROPOSED SEWER EASEMENT
 ON LAND OF PETERBILT OF CONNECTICUT, INC.
 (PLAT 53, LOT 204)
 IN JOHNSTON, RHODE ISLAND**



GEISSER ENGINEERING CORP.
 CONSULTING ENGINEERS
 227 WAMPANOAG TRAIL
 RIVERSIDE, RHODE ISLAND 02915
 401-459-7711

APPROVED

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	INDEX OF OWNERS
4	COMPOSITE PLAN
5-11	PLAT PLANS

PLAT
SHOWING LAND IN
JOHNSTON

TAKEN FOR STATE HIGHWAY
PURPOSES ON BEHALF OF

THE STATE OF RHODE ISLAND
& PROVIDENCE PLANTATIONS

BY THE
DIRECTOR OF TRANSPORTATION

ACQUISITION BY CONDENSATION AUTHORIZED BY THE
STATE PROPERTIES COMMITTEE ON 3.27.2005

PURSUANT TO THE PROVISIONS OF TITLE 37,
CHAPTER 6 OF THE GENERAL LAWS OF RHODE ISLAND, 1956
AS AMENDED AND PURSUANT TO THE PROVISIONS OF CHAPTER 111
OF THE PUBLIC LAWS OF RHODE ISLAND, 1979

NOTE:

THE NAMES OF OWNERS INDICATED HEREON ARE GIVEN
FOR THE PURPOSE OF IDENTIFYING THE PARCELS AS
SHOWN, WITHOUT ESTABLISHING TITLE THEREBY,
AND ARE AS RECORDED ON THE ASSESSORS PLATS
AS OF NOVEMBER 2004.

THE BOUNDARY LINES ESTABLISHED BY THIS PLAT NO. 2633
ARE DELINEATED AND DEFINED AS FOLLOWS:

WHERE THIS BOUNDARY SYMBOL IS UTILIZED,
EXISTING ACCESS REMAINS OR EQUIVALENT
ACCESS WILL BE PROVIDED FROM ADJUTING
PROPERTY, ROADS, STREETS OR HIGHWAYS
TO THE ADJACENT TRAVELED WAY

WHERE THIS BOUNDARY SYMBOL IS UTILIZED,
ACCESS FROM ADJUTING PROPERTY TO THE
TRAVELED WAY IS PROHIBITED ACROSS
SAID BOUNDARY LINE.

THIS BOUNDARY SURVEY CONFORMS TO A CLASS I
STANDARD AS ADOPTED BY THE RHODE ISLAND
BOARD OF REGISTRATION FOR PROFESSIONAL LAND
SURVEYORS.

Patrick W. McCourt
PATRICK W. MCCOURT, P.L.S. #1984 DATE *9/16/05*

FILED IN THE OFFICE OF THE TOWN CLERK IN THE TOWN OF
JOHNSTON ON THE 28TH DAY OF SEPT^{MBER} 2005



PLAT NO. 2633



SUBMITTED *Ken Fendon*
DEPUTY CHIEF ENGINEER - DEPARTMENT OF TRANSPORTATION
APPROVED *Edward P. Kelly*
CHIEF ENGINEER - DEPARTMENT OF TRANSPORTATION
APPROVED *Mark F. Benvenuti*
DIRECTOR OF TRANSPORTATION

OFFER OF PURCHASE

**SPLP 145
Sale Of Land And Buildings Located At
1670 Hartford Avenue, Johnston, R.I.**

On this date and in accordance with the terms and conditions set forth in the Invitation to Bid Number, SPLP 145, the offer to purchase approximately ninety-nine thousand nine hundred eighteen (99,918±) square feet of land deemed excess to the Rhode Island Department of Administration, located at 1670 Hartford Avenue, Johnston, Rhode Island. is as follows:

Amount: _____ Dollars (\$ _____)

Also, as required by the terms of the Invitation to Bid, proposal surety in the amount Fifty Thousand Dollars (\$50,000.00) in the form of a cashier's or certified check made payable to "State of Rhode Island - General Treasurer" is enclosed.

This offer is made and surety submitted on behalf of:

Name of Individual, Business, or Corporation

Address

City/Town, State

By a duly authorized agent:

Name -- please print or type

Signature

Date

Witnessed:

Name -- please print or type)

Signature

Date

AFFIDAVIT OF NON-COLLUSION (Form 1)

**SPLP 145
Sale Of Land And Buildings Located At
1670 Hartford Avenue, Johnston, R.I.**

I, _____ of _____
(Name) *(City/Town, State)*

being of lawful age, duly sworn, state that I am an Agent authorized by the Bidder to submit the attached Invitation to Bid on the Bidder's behalf. That the proposal filed herewith is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation. That such proposal is genuine and not collusive or a sham; that said Bidder has not, directly or indirectly induced or solicited any other Proposer to put in false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone else shall refrain from bidding. That said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any to fix the bid price of said proposal or to fix any cost element of such bid price of said Bidder or any other Bidder, or to secure any advantage against anyone interested in the bid. That there has been no discussion between Bidders and any official of the Rhode Island Department of Administration or any employees of the Rhode Island Department of Administration concerning exchange of money or other things of value for special consideration in submitting a sealed bid. That all statements contained in such bid are true; that Bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto to other parties.

Proposer: _____

Signed and sworn before me this _____ day
of _____, 20__.

By: _____

Notary Public
My Commission expires _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Affix seal

AFFIDAVIT OF NON-CONVICTION (Form 2)

SPLP 145
Sale Of Land And Buildings Located At
1670 Hartford Avenue, Johnston, R.I.

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative of
(Title)

(Business, Organization, or Corporation)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I FURTHER AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above business as above-described in this bid, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, have been convicted of, or has had probation before judgment, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Rhode Island State Law or the law of any other state or the Federal government. (Indicate below the reason(s) why affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, sentence or disposition, name(s) of person(s) involved, and their current positions and responsibilities with the business.)

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any current violation of a state or federal antitrust statute;

- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. . . 1961, et seq., or the Mail Fraud Act, 18 U.S.C. . . 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (e) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Proposer: _____

Signed and sworn before me this _____ day
of _____, 20__.

By: _____

Name: _____
(typed or printed)

Notary Public
My Commission expires _____

Title: _____

Date: _____

Affix seal

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of _____ the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that _____ who executed said instrument as _____ of said corporation was then _____ of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said _____; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this _____ day of _____, 20__.

Secretary



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, _____, Secretary of _____, under oath make affidavit
(state full name of corporation)

and say that the following, the officers and directors of said _____ corporation,
(identify as business, non-business, professional)

having been duly elected and/or appointed to:

President _____

Vice President _____

Treasurer _____

Secretary _____

State of Incorporation _____

Principle Place of Business _____

DIRECTORS

Table with 2 columns: Name, Address. Multiple rows for listing directors.

STOCKHOLDERS

Table with 2 columns: Name, Address. Multiple rows for listing stockholders.

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

In witness whereof I have hereunto set my hand and the seal of the said _____,
(hereunto duly authorized) this _____ day of _____ 20__.

By _____, its Secretary.

STATE OF RHODE ISLAND
COUNTY OF _____

Subscribed and sworn to before me at _____ this _____ day of _____ 20__.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

1. Name of partnership (if any) _____

2. Type or character of business _____

3. Location of Principal Place of Business _____

4. Name of individuals having legal title to the property under lease to the State of Rhode Island:
(complete only when subject partnership is landlord)

Four horizontal lines for listing names of individuals.

5. Property under lease to / from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

6. Name and place of residence of each partner, general and limited partners being respectively designated:

Table with 3 columns: NAME, RESIDENCE ADDRESS, TYPE OF ADDRESS. Includes five rows of horizontal lines for data entry.

I hereby under oath make affidavit in my capacity as a partner and state that this certificate of disclosure is complete, true, and correct.

Signature of Partner Filing Certificate

Date

STATE OF RHODE ISLAND

COUNTY OF

Subscribed and sworn to before me at _____ this _____ day of _____ 20__.

Notary Public

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF LIMITED LIABILITY COMPANY

I, _____, Member of _____ LLC,
under oath, make affidavit and say that the following are all the members of said limited liability
company:

Member _____ Address _____

Member _____ Address _____

Member _____ Address _____

State of Limited Liability Company _____

Principal Place of Business: _____

Agent for Service _____

Property under lease to/from the State of Rhode Island covered by this Certificate:

Location: _____

State Offices Occupying Property (if any): _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said _____

_____, LLC (hereunto duly authorized) this ___ day of _____, 2008.

_____, LLC

By: _____ Member

STATE OF RHODE ISLAND, COUNTY OF _____

In _____, on this _____ day of _____, 20____, before me
personally appeared _____ Member of _____, LLC,
to me known and known by me to be the party executing the foregoing instrument on behalf of said
limited liability company, and he acknowledged said instrument and the execution thereof, to be his free
act and deed individually and in his said capacity, and the free act and deed of said limited liability
company.

Notary Public

My Commission Expires: _____

ADDENDA III
LEASE AGREEMENT

LEASE AGREEMENT

BY AND BETWEEN

("LANDLORD")

AND

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

ACTING BY AND THROUGH

DEPARTMENT OF ADMINISTRATION

("TENANT")

FOR PREMISES LOCATED AT

1670 HARTFORD AVENUE, JOHNSTON, RI

DATE:

LEASE AGREEMENT

INTRODUCTION

THIS LEASE is made as this ____ day of _____, 2010 by and between the _____ (the "Landlord") and the State of Rhode Island and Providence Plantations acting through the Department of Administration (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the Land and Building upon which the Leased Premises are located; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Lease Premises from Landlord upon the terms and conditions set forth herein;

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Construction

For the purposes of this Lease and in addition to the words and phrases otherwise defined herein, the following words and phrases are defined as set forth below:

Applicable Rules and Regulations: The statues of the state of Rhode Island and all rules and regulations of the state of Rhode Island including those promulgated by the State Properties Committee and the Division of Purchases of the Department of Administration, all as the same may be amended from time-to-time.

Base Tax Year: The first full calendar year following the Commencement Date.

Building: the building located on the Land and within which the Leased Premises are situated.

Commencement Date: t/b/d_[m]

Land: that lot or parcel of land on which the Building is located, more particularly described on Exhibit A attached hereto.

Lease Delivery Date:

Leased Premises: 17,757 square feet located on the first and second floors of the Building located at 1670 Hartford Avenue, Johnston, R.I. as detailed on the floor plan attached hereto as Exhibit B.

Lease Year: A 12 month period ending on the last day of the month containing an anniversary of the Commencement Date.

Parking Spaces: ____ spaces

Permitted Use: The Leased Premises shall be used for office and purposes ancillary thereto and such other activities not inconsistent with applicable law.

Person: refers to partnerships (including limited partnerships), corporations, limited liability companies, trusts and other legal entities, as well as natural persons.

Property Taxes: All municipal real property taxes and other assessments payable by Landlord with respect to the Building and the Land.

Rent: The annual rent during the term of this Lease will be as follows:

Rentable Square Feet in the Building: 17,757

Rentable Square Feet in the Leased Premises: 17,757

Tenant's Proportionate Share: Rentable Square Feet in the Building divided by Rentable Square Feet in the Leased Premises

Tenant's Trade Fixtures means machinery, equipment and other items of personal property owned by the Tenant and especially designed or fitted for use of its activities which will not be affixed or incorporated into the Leased Premises in such a manner that their removal will cause substantial damage to the structure of the Building.

Term: One (1) year beginning on the _____ and terminating on the _____; [Tenant shall have the option to extend the Term on a month to month basis for a period not to exceed twelve months on the same terms and conditions as set forth herein upon delivering notice to Landlord of its intent to exercise such option within _60_ days of the expiration of the initial Term_[m2].]

2. Lease; Fire Safety Inspection.

Landlord demises and leases to Tenant and Tenant leases and takes from Landlord the Leased Premises for and during the Term and otherwise on the on the terms and conditions set forth herein. Prior to the Commencement Date, the State Fire Marshal or his designee shall inspect the Leased Premises for compliance with all applicable fire safety codes and regulations. In the event that the Leased Premises fails such inspection and the failure cannot be remedied prior to the Commencement Date, Tenant may terminate this Lease without penalty.

3. Renovations and Alterations.

Landlord agrees to undertake at its expense, the renovations and alterations to the Demised Premises more fully described in the Landlord/Tenant Work Letter attached hereto as Exhibit C (the "**Renovations and Alterations**"). All "change orders" (as defined below) must be approved by the Rhode Island Department of Administration, Office of Capital Projects and Property Management. The Renovations and Alterations to the Leased Premises are to be "substantially completed" (as defined below) by Landlord not later than the Lease Delivery Date.

For purposes hereof, (i) the term “change orders” means any alteration, deviation or other change in any manner to the Renovations and Alterations described on Exhibit C and (ii) the term “substantially completed” means the date of issuance of a permanent certificate of occupancy by the municipal building official for the Leased Premises. Unless otherwise agreed in writing, the Renovations and Alterations will be the property of Landlord.

4. Rent.

Commencing on the Commencement Date Tenant will pay to Landlord the Rent at Landlord’s address as set forth in the notice provision of this Lease or to such other address as Landlord may designate by notice to Tenant. Rent will be paid in equal monthly installments, payable and received in advance on the first business day of each month. Rent payable for any partial month will be prorated on a daily basis. Landlord agrees to comply with such invoicing procedures as may reasonably be imposed from time to time by the State of Rhode Island for the payment of rent bills by the State of Rhode Island.

5. Additional Rent

As additional rent, Tenant will pay Tenant’s Proportionate Share of increases in Property Taxes in excess of those Property Taxes payable with respect to or during the Base Tax Year. The increases in Property Taxes will be billed to Tenant promptly after the end of each calendar year after the first full calendar year of this Lease and will be payable after receipt by Tenant of the tax bills and appropriate calculations evidencing Tenant’s Proportionate Share of the same. In any event, the taxes for any Base Tax Year for purposes hereof shall not be less than the average Property Taxes assessed upon the Building and Land for the first three years after the Commencement Date, without regard to abatement or moratorium or similar reduction. Tenant shall, at its own expense, have the right to audit Landlord’s records relating to the determination of Property Taxes and Tenant’s Proportionate Share and all related calculations; provided however that if there is a discrepancy in the amount due Landlord hereunder Landlord shall promptly pay for the costs of such audit and refund any excess amounts paid to Landlord hereunder. If after the first three years following the Commencement Date it is determined that Tenant has paid in excess of the additional rent then such amount shall at the option of Tenant be promptly refunded by Landlord or Tenant may setoff such amounts directly against its payment obligations to Landlord hereunder.

6. Utilities.

Tenant will be responsible for the payment of all separately metered utilities servicing the Leased Premises provided that such utilities are separately metered at the time of the Commencement Date. In the event that any utilities are not separately metered at the Commencement Date, Landlord shall pay the full cost of such utilities directly to the provider of the same and Tenant shall have no obligation with respect to the same.

7. Landlord’s Tax Compliance.

Landlord shall pay in a prompt and timely manner all Property Taxes and all real estate taxes and assessments on the Land, Building and Leased Premises, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes, all personal property

taxes for the Building's personal property, including license expenses, all taxes imposed on services of Landlord's agents and employees related to the Building, all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Land, Building or its contents or on the operation and use thereof (except as relate to specific tenants) of the Building (collectively, "**Landlord's Taxes**"). Landlord shall immediately notify Tenant in the event that any of Landlord's Taxes are not paid when due. In the event that Landlord fails to pay any of Landlord's Taxes in a timely manner, Tenant shall have the right to terminate this Lease without penalty or any further liability hereunder. Tenant shall also have the right, but not the obligation, to pay on behalf of Landlord the amount of any Landlord's Taxes directly to the appropriate taxing authority and shall have the right to setoff the amount of such payments directly against its payment obligations to Landlord hereunder.

8. Permitted Use.

Tenant acting through the agency, board or division identified in the introductory paragraph of this Lease, or by such other agency, board or division of Tenant as Tenant may designate by notice to Landlord may use the Leased Premises for any Permitted Use. Tenant's use of the Leased Premises shall be in compliance with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments.

9. Repairs, Maintenance and Janitorial Service.

Landlord shall be responsible for and shall bear all of the risk and expense of any and all maintenance, repairs and replacements relating to the Land, Building and Leased Premises. Without limiting the generality of foregoing, Landlord shall at its own expense: (i) keep the sidewalks, curbs, entrances, passageways, lobby, halls, stairways, parking lot (if any) and areas adjoining the Building in a clean and orderly condition, free from snow, ice, rubbish and obstructions; (ii) maintain and make routine and other necessary repairs and replacements to the interior and exterior of Building and the Leased Premises (iii) make plate glass replacements; (iv) be responsible for landscaping the Land, trimming shrubs, leaf removal and lawn cutting; (v) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC and elevators (if any); and (vi) make any structural repairs of or replacements to the foundation, walls and roof of the Building and repairs or replacements to any septic/treatment system, the parking lot and mechanical and utility systems on the Building or Leased Premises. Landlord shall also provide janitorial and other services for the Leased Premises as described on Exhibit D.

10. Tenant's Trade Fixtures.

Tenant may install Tenant's Trade Fixtures in the Leased Premises provided that the same will not materially impair or diminish the rental value of the Leased Premises or the Building. Tenant's Trade Fixtures will, notwithstanding the manner of their installation, remain the property of Tenant and may be removed by Tenant upon the termination of this Lease. In the event Tenant elects to remove Tenant's Trade Fixtures, Tenant will repair any damage to the Leased Premises occasioned by such removal. Any of Tenant's Trade Fixtures left on the

Leased Premises upon the termination of this Lease, will be deemed to have been abandoned and to be the property of Landlord to dispose of in its sole discretion.

11. Alterations and Improvements.

Tenant may make any alterations or improvements to the Leased Premises with the prior consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant does not remove such alterations and improvements at or prior to the expiration or termination of this Lease, such alterations and renovations will become the property of Landlord.

12. General Representations and Warranties of Landlord

Landlord represents and warrants to Tenant (which representations and warranties shall be deemed continuing representations and warranties throughout the Term and any subsequent time as Tenant occupies the Leased Premises, or any part thereof) that: (a) Landlord has good and marketable record title to the Land and the Building; (b) Landlord has full and lawful right to enter into this Lease; (c) the use of the Leased Premises by Tenant for the purposes set forth in this Lease will not violate the provisions of any lease, mortgage, agreement, restriction or zoning or building law, code or ordinance in effect and applicable with respect to the Leased Premises; (d) Landlord will not enter into any lease, agreement or other undertaking which will violate or interfere with any of Tenant's rights hereunder; (e) there are no present or pending violations of any applicable public, building or local safety law or regulation with respect to the Premises, or the Building, nor is there any violation of any zoning law, ordinance or regulation or any subdivision, plat, deed or other restriction; (f) all plumbing, heating, air conditioning, electrical equipment and other Building systems are of such design, efficiency and capacity as will insure the comfortable and economic enjoyment of the Leased Premises by Tenant, its servants, agents and invitees, throughout the Term of this Lease and any extension or renewal thereof; (g) the figures constituting the "Rentable Square Feet in the Leased Premises" and the "Rentable Square Feet in the Building" are accurate and correct; (h) the Building is in strict compliance with all appropriate local, state and federal laws, regulations and building codes as the same may be amended from time-to-time, including but not limited to the Americans Disabilities Act of 1991, the Rhode Island State Fire Code and all local, state and federal fire safety codes, the Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, and Rhode Island General Laws Sections 37-8-15 and 38-8-15.1 relating to access for the physically handicapped; and (i) the Building complies with the energy efficiency standards and program requirements of the Statewide Energy Conservation Office and Rhode Island General Laws Section 37-8-17.

13. Landlord's Insurance

Landlord will obtain and pay for commercial general liability insurance insuring Landlord and Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Land and Building, including the Leased Premises, the coverage and protection of such insurance to be not less than \$1,000,000 (combined single limit) and such policies shall name Tenant as an additional insured. Limits of such commercial general liability insurance will be increased if required by the Applicable Rules and Regulations. Landlord shall also obtain and pay for fire and extended coverage insurance

covering the Building, including the Leased Premises, the Leased Premises' equipment and common area furnishings and leasehold improvements in the Leased Premises, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler and other pressure vessels, flood, glass breakage and sprinkler leakage with \$1,000,000 of extra expense coverage so that expeditious repair of the Building may be undertaken in the event of a loss. Landlord shall, prior to the Commencement Date and on the anniversary of the Commencement Date and otherwise upon request of Tenant, deliver to Tenant, a certificate of insurance of all policies procured by Tenant in compliance with its obligations under this Lease which certificates shall also show any additional insured or loss payees with respect to such policies. In the event any part of the Building is in a flood zone, then Landlord shall also provide evidence of flood insurance. All policies of Tenant insurance shall contain endorsements that the insurer(s) will give to Tenant and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of said insurance. All insurance required under this Lease will be issued by companies duly authorized and licensed to do business in Rhode Island and otherwise reasonably satisfactory to Tenant. Each such policy will contain a provision that no act or omission of Landlord or Tenant will affect or limit the obligation of the insurer to pay the amount of the loss sustained by, or claim made against, Tenant.

14. Fire or Other Casualty

If the Building or the Leased Premises or any part thereof is damaged by fire or other casualty, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if Landlord so elects, then upon notice given to Tenant not later than 30 days after such casualty, Landlord may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to Tenant. If the repair of the damage to the Leased Premises is reasonably determined by an architect reasonably acceptable to the parties require more than 120 days (assuming work will be performed during normal working hours) from the date of the casualty to complete and Tenant will be deprived of substantially all beneficial use of the Leased Premises during that time, or such repair is not commenced within 45 days after the date of the casualty, then Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to Tenant. Until the Leased Premises are restored by Landlord, there will be an equitable abatement of Rent and Additional Rent.

15. Indemnification.

Landlord shall indemnify, defend and hold Tenant harmless from, against and in respect of any and all damage, loss, cost, expense and all other claims whatsoever arising from Landlord's ownership, use or occupancy of the Building, Land or Leased Premises (including reasonable attorneys' fees) which Tenant may sustain, or to which Tenant may be subjected, by reason of (a) any inaccuracy in or breach of any of Landlord's representations and warranties contained in this Lease or in any document delivered in connection herewith; (b) damage to property or injury to Persons including death resulting or arising from any accident or other occurrence on or about the Leased Premises, Land or Building; and (c) any act or omission of Landlord including any of Landlord's contractors, licensees, invitees, customers, agents,

servants, or employees, which constitutes a breach or default under, or other failure to perform, satisfy or discharge any of Landlord's covenants or agreements under the Lease; and Landlord shall also defend Tenant against and exonerate Tenant from any claim, charges, suits or other proceedings seeking to impose such party, or which may result in the imposition upon such party of, any such damage, loss, cost or expense.

Subject to the limits of liability set forth in Rhode Island General Laws Section 9-31-1 et. seq., Tenant shall indemnify, defend and hold Landlord harmless from, against and in respect of any and all damage, loss, cost and expense (including reasonable attorneys' fees) which Landlord may sustain, or to which Landlord may be subjected, by reason of damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises when such injury or damage is caused in whole or in part by any act, neglect, fault, or omission of any duty with respect to the same by Tenant, its agents or employees.

16. Condemnation.

If all or any material portion of the Building is taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord and Tenant shall each have the option, exercisable by written notice to the other party, to terminate this Lease as of the date of the taking. In the event of any such proceeding, each party may seek to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Assignments and Subleases.

Tenant may assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

18. Default and Remedies.

In the event of any default by Tenant in the performance or observance of any agreement or condition in this Lease contained on Tenant's part to be performed or observed, Landlord may give Landlord written notice specifying such default and, if Landlord shall do so, then Tenant shall have 30 days in which to cure any such default (or if such default cannot reasonably be cured within 30 days, if Tenant shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence). In the event that Tenant shall remain in default following the foregoing cure period, then, (a) Landlord shall be entitled to pursue any and all rights and remedies available at law and in equity and (b) Landlord shall have an affirmative duty to mitigate its damages.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on Landlord's part to be performed or observed and shall not cure such default within 5 days after notice thereof from Tenant (or if such default cannot reasonably be cured within 5 days, if Landlord shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), Tenant shall have the option, but not the obligation, and without waiving any claim for damage, or any other right or remedy of Tenant, in law or in equity or otherwise available under this Lease, at any time

thereafter give written notice to Landlord that if efforts to cure such default are not commenced within 5 business days and thereafter diligently prosecuted to completion, Tenant will pay that portion of the Rent due hereunder as Landlord determines is reasonable necessary to cure such default(s) into escrow with a Rhode Island law firm (the funds to be held in an IOLTA account) or with a national bank or a Rhode Island financial institution, such funds to be held in an escrow account with instructions that such funds are to be held until such party receives either (i) a joint notice, signed by both Landlord and Tenant, containing instructions as to the disposition of such funds, or (ii) an order from a court of competent jurisdiction directing the disposition of such funds. Without limiting any and all other rights available to Tenant at law or equity, Tenant shall have the rights provided to it under the Applicable Rules and Regulations.

19. Landlord Access; Secure Areas

Landlord and its authorized representatives will have the right to enter the Leased Premises at all reasonable times (after providing reasonable prior notice, in writing, except in the case of apparent emergencies or necessary repairs, in which event only notice that is reasonable under the circumstances will be required) for any of the following purposes: (i) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (ii) to show the Leased Premises to prospective brokers, agents, buyers or mortgagees; or (iii) to do any necessary maintenance and to make any restoration or repairs to the Leased Premises or the Building.

Tenant may designate one or more portions of the Demised Premises as a "Secure Area" for use as a computer room or for purposes of storing confidential information. Landlord shall have no access to any such Secure Areas except with the consent of Tenant or in the case of an emergency. If Tenant so designates, Landlord shall have no responsibility to clean or maintain such Secure Areas.

20. Surrender.

At the expiration or sooner termination of this Lease, Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage or other matter which is the risk or obligation of Landlord. If Tenant remains in possession of the Leased Premises after the expiration of the Term and continues to pay rent without any express agreement as to holding over, Landlord's acceptance of rent will be deemed an acknowledgment of Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the Term hereof.

21. Quiet Enjoyment.

Upon paying the rent and all other payments required to be made by Tenant hereunder, and upon Tenant's performing and fulfilling all terms, conditions or agreements on its part to be performed and fulfilled, Tenant will quietly have and enjoy the Leased Premises during the term of this Lease without lawful hindrance by any person claiming by, through or under Landlord.

22. Signs.

Tenant may place signs pertaining to its operations within the Demised Premises. Tenant may not place signs in common areas of the Building or on the exterior of Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All such signs must be installed according to all applicable municipal laws.

23. Tenant's Early Termination Right

Tenant shall have the right to cancel the Lease in its entirety by giving not less than 30 days prior written notice (the "Cancellation Notice") to Landlord at any time after the first six (6) months of the Lease Term in the event that the replacement site is ready for occupancy prior to^[m3] _____. There shall be no early termination payment due from Tenant to Landlord in the event that the Lease is cancelled by Tenant after the initial six (6) months of the Term.

24. Waivers.

The failure of either party to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms, or conditions of this Lease or to exercise any option of such party herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. Without limiting the generality of the foregoing sentence, the payment by Tenant of Rent and acceptance by Landlord of such payment with knowledge of a breach of any term, condition, or agreement of the other party will not be deemed to be a waiver of any such breach.

25. Notices.

No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is in writing and sent postage prepaid, by United States registered or certified mail, return receipt requested, or by reputable overnight delivery service to the other party at the addresses set forth below, or to such other address as either party may designate by notice to the other party.

If to Landlord:

Attn: _____

With Copy To:

If to Tenant (required copy to both):

Rhode Island Department of Administration
One Capitol Hill
Providence, RI 02908_
Attn: Director of Administration

Rhode Island State Properties Committee
One Capital Hill
Providence, RI 02908
Attn: Chairperson of State Properties Committee

26. Governing Law.

This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

27. Successors and Assigns.

This Lease will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References made herein to the parties will be deemed to include their respective successors and permitted assigns.

28. Entire Agreement.

This Lease contains all of the agreements of the parties and may not be modified or amended except by written agreement signed by authorized representatives of each party.

29. Tenant's Estoppel Certificate.

Upon request of Landlord, Tenant shall execute and deliver a form of estoppel certificate such form to be reasonably acceptable to Tenant and its counsel.

30. Non-Disturbance Agreement; Memorandum of Lease.

Tenant's obligations to perform under this Lease are subject to the execution and delivery by each of Landlord's mortgagees of a Non-Disturbance Agreement in form attached hereto as Exhibit E. Landlord shall also execute and deliver, a Memorandum of Lease in the form attached hereto as Exhibit F. The Non-Disturbance Agreement and Memorandum of Lease shall be recorded in the appropriate land evidence records and the recording fees shall be paid by Tenant and Tenant shall receive a credit for such costs against its payment obligations hereunder.

31. Parking.

Landlord shall provide the required Parking Spaces.

32. Hazardous Substances.

Landlord represents, warrants and covenants that the Leased Premises, Land and Building have not been and will not be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation). The term “**Release**” shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, (“CERCLA”). The term “**Hazardous Substance**” means (i) any substance defined as a “hazardous substance” under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and asbestos and (ii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Tenant shall: (a) give prior written notice to Landlord of any activity or operation to be conducted by Tenant at the Leased Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance and (b) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances and codes relating to hazardous substances, hazardous waste and asbestos abatement.

33. Miscellaneous.

The title of this Lease, as well as the paragraph and subparagraph titles, are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions hereof. Words in the singular may be construed to include the plural, and vice versa, as the context may require. Any consent, approval or acceptance required or permitted to be given by a party to this Lease will be in writing. Any notice required or permitted to be given by a party to this Lease will be in writing and will be given within the time provided for herein. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original.

34. This Lease shall be subject to acceptance and approval by the Director of Administration and the State Properties Committee. Further, the terms and provisions of this Lease may not be changed, modified or amended without State Properties Committee approval.

[Remainder of Page Intentionally Blank]

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

[Landlord]

By: _____
Name:
Title:

State of Rhode Island and
Providence Plantations, acting through
Department of Administration

By: _____
Name:
Title:

Approved as to terms and Conditions:

Chairman, State Properties Commission

Approved as to Form:

Attorney General

Approved as to Substance:

Director of Department of Administration

Approved:

Public Member, State Properties
Committee

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Landlord], to me known and known by me to be the party executing the foregoing instrument on behalf of said Landlord, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Landlord.

Notary Public
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT B
FLOOR PLAN

EXHIBIT C
RENOVATIONS AND ALTERATIONS
LANDLORD/TENANT WORK LETTER

EXHIBIT D

JANITORIAL AND OTHER SERVICES SCHEDULE

Landlord covenants and agrees with Tenant to provide cleaning and janitorial services for the Leased Premises substantially in accordance with the following schedule:

Daily

- 1) Empty wastebaskets and remove rubbish and trash (of trash and waste resulting from Tenant's day-to-day activities).
- 2) Spot clean and vacuum rugs.
- 3) Dust furniture and other dust collecting surfaces (not including occupied desks).
- 4) Clean restroom as follows: (a) wet mop floors; (b) wipe and disinfect fixtures; (c) empty receptacles; (d) wash stall partitions and tile as necessary; (e) clean and polish mirrors; and (f) put out paper and soap supplies which will be furnished by Landlord.

Weekly

- 1) Clean soiled areas on partitions, doors and walls.
- 2) Replace spent or faulty light bulbs.
- 3) Clean glass partitions as needed.

Long Term Maintenance

- 1) Wash all exterior windows on the inside as frequently as required and on the outside semi-annually.
- 2) Clean return air grilles as needed.
- 3) Vacuum blinds as needed.
- 4) Do high dusting as needed.

At Lessee's Expense on Schedule Determined by Tenant

- 1) Wash and wax all desks, tables and files.
- 2) Shampoo carpeting.

EXHIBIT E

FORM OF NONDISTURBANCE AGREEMENT

THIS NONDISTURBANCE AGREEMENT is made and entered into this ___ day of _____, 20__, by and among _____, a _____ (“Mortgagee”), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments (“Tenant”).

WHEREAS, Tenant is the holder of a leasehold interest under a lease dated _____, (the “Lease”) with _____ (the “Landlord”) demising premises (the “Premises”) in _____, described in a Memorandum of Lease dated _____ (the “Memorandum of Lease”) recorded on the land evidence records of the _____ in Book _____ at Page(s) _____; and

WHEREAS, Mortgagee is the holder of a mortgage on the Premises dated _____ and recorded on the land evidence records of the _____ in Book _____ at Page(s) _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements therein contained, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagee and Tenant hereby agree and covenant as follows:

1. So long as Tenant is not in default (beyond any period given Tenant to cure such default in the Lease) in the payment of any rent, or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant’s part to be performed, Tenant’s possession of the Premises and Tenant’s rights and privileges under the Lease, and any renewals or extensions thereof, shall not be disturbed or interfered with by Mortgagee.

2. If the interest of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of Landlord under the Lease, or if Mortgagee shall take possession of the Premises, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee’s succeeding to the interest of Landlord under the Lease, whereupon Tenant shall recognize Mortgagee, or any person claiming by, through or under Mortgagee (immediate or remote) as Landlord under the Lease, and the Lease shall continue in full force and effect. Notwithstanding anything herein to the contrary, Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals thereof, and all options thereunder, shall be

and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth fully herein.

3. If Mortgagee shall succeed to the interest of Landlord under the Lease, or take possession of the Premises, Mortgagee shall be bound to Tenant under all of the terms, covenants and conditions of the Lease including, without limitation, all of Tenant's rights and options thereunder and Tenant shall from and after Mortgagee's succession to the interest of Landlord under the Lease have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Mortgagee had not succeeded to the interest of Landlord.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, including all purchasers (both immediate and remote) acquiring the Premises at foreclosure sale, or from Mortgagee should it purchase the Premises at a foreclosure sale or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

MORTGAGEE:

By: _____
Duly Authorized

TENANT:

State of Rhode Island and Providence
Plantations acting through one or more of its
Boards, Agencies and/or Departments

By: _____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Mortgagee], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Mortgagee], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Mortgagee].

Notary Public
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

Notary Public
My Commission Expires: _____

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ___ day of _____, 20___, by and among _____, a _____ (“**Landlord**”), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments (“**Tenant**”).

1. Landlord hereby demises and leases to Tenant the _____ floor suite consisting of approximately _____ square feet of space in the building known and located at _____, to have and to hold said demised premises, together with all rights, privileges, easements and appurtenances thereunto belonging, for the term and any extension periods set forth below.
2. The demised premises are leased from Landlord to Tenant pursuant to a Lease dated as of _____ day of _____, 20___ (the “Lease”).
3. The term of the Lease is _____ () years commencing on _____, _____. Tenant shall have the right, at its election, to extend the term of the Lease for _____, _____ () year option periods, provided that Landlord receives written notice from Tenant of such exercise at least _____ () days prior to the expiration of the Lease or the extension term.
4. The Lease is subject and subordinate to all mortgages that may now or hereafter affect such Lease.
5. All of the terms and conditions of the Lease shall be deemed incorporated herein as fully as though set forth in detail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

WITNESS:

LANDLORD

By: _____
Duly Authorized

TENANT:

State of Rhode Island and Providence
Plantations acting through one or more of its
Boards, Agencies and/or Departments

By: _____

Name:

Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Landlord], to me known and known by me to be the party executing the foregoing instrument on behalf of said Landlord, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Landlord.

Notary Public

My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

Notary Public

My Commission Expires: _____