LEASE AGREEMENT

BY AND BETWEEN

("LANDLORD")

AND

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ACTING BY AND THROUGH

_____

("TENANT")

FOR PREMISES LOCATED AT

_____

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 _____ (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:

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: _____ square feet located on the first floor of the Building located at _____, 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: _____

Rentable Square Feet in the Leased Premises: _____

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: _____ years beginning on the _____ and terminating _____; [Tenant shall have the option to extend the Term an additional term of _____] upon delivering notice to Landlord of its intent to exercise such option within 90 days of the expiration of the initial Term.]

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 form 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) form 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 form 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 twelve (12) months prior written notice (the "**Cancellation Notice**") to Landlord at any time after the first twelve (12) months of the Lease Term in the event that: (a) Tenant reasonably determines that sufficient state and/or federal funding does not or will not exist, nor will be available to Tenant, so as to permit Tenant to meet and make payments specified in this Lease; or (b) due to insufficient State and/or federal funding, the State of Rhode Island reasonably determines that it is necessary to consolidate any or all of the offices of the departments or agencies occupying eighty percent (80%) or more of the Leased Premises into centralized or regional locations owned by the State or any of its agencies. Tenant shall vacate the Leased Premises on the date specified in Tenant's Cancellation Notice, and the Term shall then end. In the event of an early termination of this Lease under this Section, in order to compensate Landlord for the Renovations and Alterations Tenant shall pay to Landlord as liquidated damages the unamortized cost of such Renovations and Alterations, which the parties agree shall be an amount equal to $[_____], multiplied by the number of months in the originally scheduled [__] year Lease Term remaining after the effective date of the early termination of this Lease. 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 [__] years 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

Cranston, RI 0290_
Attn: Director of

Rhode Island State Properties Committee
One Capital Hill
Providence, RI 02903
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.

[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
[Board/Agency/Department]

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:_____