

**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease (the “Amendment”) is made and entered into this \_\_\_\_ day of December, 2021 (the “Effective Date”), by and between the City of Warwick, a Rhode Island municipality with offices at 3275 Post Road, Warwick, RI 02886 (“Tenant”) and AAA Northeast, a Delaware corporation with offices at 110 Royal Little Drive, Providence, RI 02904 (“Landlord”). Landlord and Tenant are hereby collectively referred to as the “Parties.”

RECITALS:

**A.** By Lease dated May 24, 2021 (the “Lease”), Landlord leased to Tenant approximately 30,371 square feet of floor space located at 65 Centerville Road, Warwick, Rhode Island (the “Premises”); and

**B.** The parties have agreed to modify the terms of the Lease in the manner and on the terms and conditions contained herein as of the Effective Date.

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

1. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Lease, unless otherwise defined in this Amendment. The Recitals are incorporated into and made a part of this Amendment by this reference.
2. Section 1.1.6 shall be replaced and superseded with the following rent chart:

Lease Year	Base Rent/RSF	CAM/RSF	Buildout Allowance Repayment/RSF	Secondary Buildout Allowance Loan Payment/RSF	Total Rent/RSF	Total Monthly Rent	Total Annual Rent
1	\$ 8.10	\$ 3.00	\$ 4.13	\$ 3.28	\$ 18.51	\$ 46,847.27	\$ 562,167.24
2	\$ 8.30	\$ 3.08	\$ 4.13	\$ 3.28	\$ 18.79	\$ 47,555.92	\$ 570,671.04
3	\$ 8.51	\$ 3.15	\$ 4.13	\$ 3.28	\$ 19.07	\$ 48,264.58	\$ 579,174.96
4	\$ 8.72	\$ 3.23	\$ 4.13	\$ 3.28	\$ 19.36	\$ 48,998.55	\$ 587,982.60
5	\$ 8.94	\$ 3.31	\$ 4.13	\$ 3.28	\$ 19.66	\$ 49,757.82	\$ 597,093.84
6	\$ 9.16	\$ 3.39	\$ 4.13	\$ 3.28	\$ 19.96	\$ 50,517.10	\$ 606,205.20
7	\$ 9.39	\$ 3.48	\$ 4.13	\$ 3.28	\$ 20.28	\$ 51,326.99	\$ 615,923.88
8	\$ 9.63	\$ 3.57	\$ 4.13	\$ 3.28	\$ 20.61	\$ 52,162.19	\$ 625,946.28
9	\$ 9.87	\$ 3.66	\$ 4.13	\$ 3.28	\$ 20.94	\$ 52,997.40	\$ 635,968.80
10	\$ 10.12	\$ 3.75	\$ 4.13	\$ 3.28	\$ 21.28	\$ 53,857.91	\$ 646,294.92
11	\$ 10.37	\$ 3.84	\$ 4.13	\$ -	\$ 18.34	\$ 46,417.01	\$ 557,004.12
12	\$ 10.63	\$ 3.94	\$ 4.13	\$ -	\$ 18.70	\$ 47,328.14	\$ 567,937.68
13	\$ 10.89	\$ 4.03	\$ 4.13	\$ -	\$ 19.05	\$ 48,213.96	\$ 578,567.52
14	\$ 11.17	\$ 4.14	\$ 4.13	\$ -	\$ 19.44	\$ 49,201.02	\$ 590,412.24
15	\$ 11.45	\$ 4.24	\$ 4.13	\$ -	\$ 19.82	\$ 50,162.77	\$ 601,953.24

3. Section 9.2 (b) shall be replaced and superseded with the following:

“(b) Tenant and Landlord will comply with the following provisions in connection with Tenant’s Work:

(i) Before any of Tenant’s Work is begun, Tenant shall (A) work with Landlord’s architect to develop the plans and specifications therefor; and (B) submit for Landlord’s approval such plans and specifications for Tenant’s Work.

(ii) Landlord shall pay or cause to be paid all third party hard costs and expenses arising out of or in connection with or by reason of any of Tenant’s Work, as well as the soft costs for Landlord’s engineers and architect, up to an aggregate maximum amount of One Million Eight Hundred Eighty-Three Thousand and Two Dollars (\$1,883,002) (“Initial Buildout Allowance”); provided, however, Tenant shall reimburse Landlord for such Initial Buildout Allowance over the Term of the Lease. In addition to the Initial Buildout Allowance, Landlord shall also pay or cause to be paid all third party hard costs and expenses arising out of or in connection with or by reason of any of Tenant’s Work, as well as the soft costs for Landlord’s engineers and architect, up to an additional aggregate maximum amount of Eight Hundred Thousand Dollars (\$800,000) (“Secondary Buildout Allowance”); provided, however, Tenant shall reimburse Landlord for such Secondary Buildout Allowance over the first ten (10) years of the Term of the Lease at 4.5% annual interest. The Initial Buildout Allowance and the Secondary Buildout Allowance shall be jointly referred to herein as the “Buildout Allowance”. Payments by Tenant to Landlord for the Buildout Allowance shall be made monthly in accordance with the rent schedule set forth in Section 1.1.6. and shall be considered additional rent hereunder. Any amount due and owing for Tenant’s Work in excess of the Buildout Allowance shall be paid by Tenant within thirty (30) days of Landlord’s or contractor’s request therefor. Tenant shall be entitled to a credit for any portion of the Buildout Allowance not used for Tenant’s Work, which credit may be (a) used to pay for, in whole or in part, the construction of a footbridge from the Building to the upper parking lot, the design of which is subject to Landlord’s approval or (b) to reduce the monthly amount payable for Buildout Allowance in Section 1.1.6.

(iii) In addition, Landlord shall pay or cause to be paid up to Six Hundred Ninety-Eight Thousand Five Hundred Dollars (\$698,500) (“TI Allowance”) for the purchase of furniture, fixtures and equipment (“FFE”) for the Premises or such other expenses or costs as agreed by the parties, including without limitation, any amount due and owing for Tenant’s Work in excess of the Buildout Allowance. Tenant shall submit a detailed list of the FFE to be ordered by Landlord on Tenant’s behalf. Provided Tenant shall not be in default under any of the terms and conditions in this Lease, the TI Allowance shall be paid by Landlord directly to suppliers of such FFE; provided, however, if the cost of the FFE exceeds the TI Allowance, then Tenant shall pay the suppliers directly for such excess amount. Alternatively, Tenant shall be entitled to a credit for any portion of the TI Allowance not used to purchase furniture, which credit may be used to pay for, in whole or in part, the construction of a footbridge from the Building to the upper parking lot, which is subject to Landlord’s approval.

4. MISCELLANEOUS PROVISIONS.

(a) The Lease is hereby ratified and confirmed and, as modified by this Amendment, shall remain in full force and effect.

(b) This Amendment shall have the effect of an agreement under seal and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(c) This Amendment may be signed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment. Landlord and Tenant agree that an electronic copy of a signed signature page of a counterpart amendment shall evidence and constitute valid execution of this Amendment and shall be binding on a party to the same extent as the original signature counterpart copy. This Amendment may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Amendment, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

(d) Landlord represents and warrants to Tenant that the person executing this amendment on behalf of Landlord has the authority to execute this Amendment and bind Landlord to the terms and provisions hereof. Tenant represents and warrants to Landlord that the person executing this Amendment on behalf of Tenant has the authority to execute this Amendment and bind Tenant to the terms and provisions hereof.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment to Lease as of the Effective Date.

LANDLORD:

**AAA NORTHEAST**

By: \_\_\_\_\_  
John R. Galvin, President and CEO

TENANT:

**THE CITY OF WARWICK**

By: \_\_\_\_\_  
Name:  
Title: