

LEASE

This Lease is entered into as of the ____ day of _____, 2021 (“Effective Date”), between AAA Northeast, a Delaware corporation with offices at 110 Royal Little Drive, Providence, RI 02904 (“Landlord”) and The City of Warwick, a Rhode Island municipality with offices at 3275 Post Road, Warwick, RI 02886 (“Tenant”).

ARTICLE I REFERENCE PROVISIONS, DEFINITIONS AND EXHIBITS

As used in this Lease, the following terms shall have the meanings set forth in Sections 1.1 and 1.2 below.

1.1 Reference Provisions.

1.1.1 Premises: The agreed floor space of the Premises is approximately 30,371 square feet which includes one hundred percent (100%) of the second floor of the Building (as hereinafter defined) and approximately seventy-five percent (75%) of the first floor of the Building, as highlighted on the space plan attached as **Exhibit A**.

1.1.2 Term: The period beginning on the Commencement Date (as hereinafter defined) and continuing until the last day of the month that is fifteen (15) years from the end of the month in which the Commencement Date occurs (the “Termination Date”), subject to Tenant’s option to extend the Term pursuant to Section 16.17.

1.1.3 Commencement Date: The date that Landlord delivers possession of the Premises to Tenant with Landlord’s Work and Tenant’s Work substantially complete.

1.1.5 Termination Date: The last day of the month that is fifteen (15) years from the end of the month in which the Commencement Date occurs, as may extended by Tenant by exercising one or both options as set forth in Section 16.17.

1.1.6 Minimum Annual Rent:

Lease Year	Base Rent (SF)	CAM (SF)	Buildout Allowance (SF)	Total Rent (SF)	Total Monthly Rent	Annual Rent
1	\$ 8.10	\$ 3.00	\$ 4.13	\$ 15.23	\$ 38,554.29	\$ 462,651.43
2	\$ 8.30	\$ 3.08	\$ 4.13	\$ 15.51	\$ 39,256.62	\$ 471,079.39
3	\$ 8.51	\$ 3.15	\$ 4.13	\$ 15.80	\$ 39,976.50	\$ 479,718.04
4	\$ 8.72	\$ 3.23	\$ 4.13	\$ 16.09	\$ 40,714.39	\$ 488,572.65
5	\$ 8.94	\$ 3.31	\$ 4.13	\$ 16.39	\$ 41,470.72	\$ 497,648.64
6	\$ 9.16	\$ 3.39	\$ 4.13	\$ 16.69	\$ 42,245.96	\$ 506,951.52
7	\$ 9.39	\$ 3.48	\$ 4.13	\$ 17.01	\$ 43,040.58	\$ 516,486.98
8	\$ 9.63	\$ 3.57	\$ 4.13	\$ 17.33	\$ 43,855.07	\$ 526,260.82
9	\$ 9.87	\$ 3.66	\$ 4.13	\$ 17.66	\$ 44,689.92	\$ 536,279.00
10	\$ 10.12	\$ 3.75	\$ 4.13	\$ 18.00	\$ 45,545.64	\$ 546,547.64
11	\$ 10.37	\$ 3.84	\$ 4.13	\$ 18.34	\$ 46,422.75	\$ 557,073.00
12	\$ 10.63	\$ 3.94	\$ 4.13	\$ 18.70	\$ 47,321.79	\$ 567,861.49
13	\$ 10.89	\$ 4.03	\$ 4.13	\$ 19.06	\$ 48,243.31	\$ 578,919.70
14	\$ 11.17	\$ 4.14	\$ 4.13	\$ 19.43	\$ 49,187.86	\$ 590,254.36
15	\$ 11.45	\$ 4.24	\$ 4.13	\$ 19.82	\$ 50,156.03	\$ 601,872.38

1.1.7 Permitted Use: To the extent permitted by applicable laws and ordinances, the Premises shall be used for municipal offices.

1.2 Definitions.

1.2.1 Building: The building located at 65 Centerville Road, Warwick, RI.

1.2.2 Common Areas: All improvements, facilities, signs and areas or space (as the same may be enlarged, reduced, replaced, increased, removed or otherwise altered by Landlord) from time to time made available by Landlord for the non-exclusive, common and joint use or benefit of Landlord, Tenant and other tenants, occupants and users of the Building, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, or any of them, which may include (but shall not be deemed a representation as to their availability) sidewalks, parking areas, access roads, driveways, landscaped areas, service ways, loading areas, stairs, ramps, public washrooms, and other similar areas and improvements, all as Landlord shall from time to time deem appropriate.

1.2.3 Property: The land and Building located at 65 Centerville Road, Warwick, RI.

1.2.4 Lease Year; Partial Lease Year: A period of twelve (12) consecutive calendar months, the first Lease Year commencing on the Commencement Date, or, if such date is not the first day of a calendar month, the first day of the first full calendar month following the Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the date of commencement of the first Lease Year. Any portion of the Term which is less than a Lease Year shall be deemed a Partial Lease Year, except that if the Commencement Date occurs on a date other than the first day of a calendar month, then the period commencing the Commencement Date and ending on the last day of the calendar month containing the Commencement Date shall be included in the first Lease Year.

1.2.5 Person: "Person" includes an individual, firm, partnership, association, corporation or any other entity.

1.2.6 Rent: All sums payable by Tenant to Landlord under this Lease, including without limitation CAM and Solar Charges. All sums payable by Tenant to Landlord in addition to the Minimum Annual Rent shall be deemed to be and shall become additional rent under this Lease whether or not the same shall be designated as such, and shall be included in the term "Rent" wherever used in this Lease (notwithstanding that in some cases the words "additional rent" are used with specific charges included in such term or with the general use of such term, but use is not made in other cases). Landlord shall have the same remedies for Tenant's failure to pay such additional rent as for Tenant's failure to pay the Minimum Annual Rent.

1.2.7 Tenant's Share. Tenant's Share means Tenant's pro rata share of any taxes (except to the extent Tenant is exempt therefrom) and other expenses as otherwise set forth herein, which shall be 88.4%.

ARTICLE II
PREMISES, BUILDING AND COMMON AREAS

2.1 Demise. Landlord, in consideration of the Rent to be paid and the other conditions and covenants to be satisfied and performed by Tenant, demises and leases to Tenant, and Tenant leases and takes from Landlord, the Premises, upon the terms and conditions of this Lease; provided, however, that in addition to other rights provided to or reserved by Landlord in this Lease or otherwise, Landlord shall have (a) subject to Tenant's signage rights set forth in Section 4.4, the exclusive right to use the exterior faces of the exterior walls of the Premises and the roof of the Building and (b) the exclusive right to install, maintain, use, repair and replace pipes, ducts, cables, conduits, plumbing, vents, utility lines and wires to, in, through, above and below the Premises and other parts of the Building as and to the extent that Landlord, its architect or duly authorized agent may now or thereafter deem appropriate for the proper operation and maintenance of the Building or any portion thereof, but if and to the extent any of the foregoing are located within the Premises, it shall not materially and substantially interfere with the operation of Tenant's business in the Premises.

2.2 Changes to Building and Common Areas. Exhibit A sets forth the general layout of the Building and Common Areas but is not, and shall not be deemed to be, a warranty, representation or agreement on the part of Landlord that all or any part of the Building and Common Areas (except the Premises) is, will be, or will continue to be, configured as indicated on Exhibit A. In addition to other rights provided to or reserved by Landlord under this Lease or otherwise, Landlord hereby reserves the right (but without any obligations), at any time and from time to time, to make alterations or additions to, build additional stories on, and demolish all or any part of the Building and Common Areas. Tenant consents to the performance of all work deemed appropriate by Landlord to accomplish any of the foregoing, and any inconvenience caused thereby. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not change the dimensions or location of the Premises without Tenant's consent (which consent shall not be unreasonably withheld or delayed), unless Landlord elects or is required to do any of the foregoing by reason of any federal, state or local law, rule, regulation, guideline, judgment or order, as a result of any cause beyond the reasonable control of Landlord, or in accordance with the provisions of Article XI or XII below. Parking is provided in common with other tenants in the building; provided, however Landlord shall designate certain parking spaces in the lower front parking lot for Tenant and Landlord's use in accordance with the Parking Plan attached hereto as **Exhibit B**. Additionally, handicap spaces are designated. Unless otherwise designated on the Parking Plan, Employees of all tenants, including Tenant and Landlord, are required to park in the lots in the back of the Building including the upper lot. In addition, Tenant shall be permitted at its sole cost and expense to install, maintain and operate electric charging stations in the parking lot(s) of the Building at locations and upon terms as mutually agreed upon by Landlord and Tenant.

ARTICLE III
TERM

3.1 Term. The Term shall begin on the Commencement Date and continue until the last day of the Fifteenth (15th) Lease Year from the Commencement Date. Tenant shall, upon request by Landlord, confirm the Commencement Date in writing.

3.2 Surrender of Premises. On the Termination Date (or such other time as Tenant may vacate the Premises, notwithstanding that so vacating may constitute a default), Tenant shall quit and surrender the Premises in accordance with the terms of this Lease and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also deliver all keys for the Premises to the person and at the place specified by Landlord, and inform Landlord of all combinations on locks, safes and any vaults in the Premises.

3.3 Holding Over. This Lease shall terminate on the Termination Date without the necessity of notice from either Landlord or Tenant, unless such notice is specifically required by the terms of this Lease. If Tenant fails to vacate the Premises on the Termination Date, Landlord shall have the benefit of all provisions of law respecting the recovery of possession of the Premises from a tenant holding over (whether by summary proceedings or otherwise) to the same extent as if statutory notice had been given. In addition to and not in limitation of the foregoing, if Tenant fails to surrender the Premises to Landlord on the Termination Date, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, but shall be subject to all the other terms, covenants, conditions of this Lease, except that for each day Tenant holds over Tenant shall pay daily rent equal to 150% of the Minimum Annual Rent payable in the last year of the Term divided by three hundred sixty-five (365) plus all other amounts constituting rent hereunder ("Holdover Rent"). No extension or renewal of this Lease shall be deemed to have occurred by any holding over. In addition to paying to Landlord the Holdover Rent, if Tenant fails to surrender the Premises to Landlord on the Termination Date as required by the terms of this Lease, Tenant shall indemnify and hold Landlord, its affiliates, and its and their officers, directors, agents, and contractors harmless from and against all loss, liability and damages (including, without limitation, attorneys' fees and expenses) resulting from such failure, including, without limitation, claims made by any succeeding tenant of all or any part of the Premises.

ARTICLE IV USE AND OPERATION OF THE LEASED PREMISES

4.1 Use and Trade Name. Tenant shall use the Premises solely for the Permitted Use and for no other purpose.

4.2 Hours. Tenant shall generally conduct its business in the Premises Monday through Friday, between the hours of 7:30 A.M. and 6:00 P.M.; provided, that Tenant may conduct its business during such additional hours and on Saturdays as may be permitted by applicable laws and ordinances.

4.3 Additional Operating Covenants. Tenant expressly covenants and agrees, at all times during the Term and such other times as Tenant occupies the Premises or any part thereof, to comply, at its own cost and expense, with the following and only in the areas and through entrances and exits designated for such purposes by Landlord:

4.3.1 Deliveries. Deliveries to Tenant may be made during the normal course of business hours, in accordance with reasonable rules and regulations adopted by Landlord from time to time and applicable to all tenants of the Building and so as to not interfere with Landlord and any other tenant's use of the Building.

4.3.2 Refuse. Tenant shall be responsible for the timely removal of its own trash and refuse from the Premises to the designated trash receptacles provided by Landlord.

Landlord shall responsible and contract for the removal of all garbage and other refuse from the Property. Tenant shall comply with all laws, ordinances and regulations relating to the recycling of garbage and other refuse.

4.3.3 No Nuisance, Etc. Tenant shall not (a) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interference with the safety, comfort or convenience of Landlord or of any other occupant or user of the Building; (b) paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parking in the Common Areas, whether belonging to Tenant, its employees, or any other person; provided, however, Tenant shall be permitted to maintain a "community bulletin board" in the common area of the Building for posting notices and other announcements in accordance with applicable laws; (c) solicit business or distribute, or cause to be distributed, in the Building or the Common Areas any handbills, promotional materials or other advertising; (d) conduct or permit any other activities in the Premises that might constitute a nuisance; (e) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, walkway, parking area, mall or any other Common Area; or (f) use or occupy the Premises or do or permit anything to be done therein which in any manner might cause injury or damage in or about the Building or the Common Areas or which might restrict access to the Property, including without limitation allowing any public demonstration or gathering on the Property; provided, however, if notwithstanding Tenant's efforts to prevent or mitigate such actions, such an event takes place, Tenant shall be responsible for any and all costs related to addressing or mitigating the effects of such actions, including without limitation costs of security or police details required as a result thereof.

4.3.4 Use of Plumbing. Tenant shall use and allow to be used all plumbing within the Premises and the Building only for the purpose for which it is designed, and no foreign substance of any kind shall be thrown therein.

4.3.5 Alcoholic Beverages, Etc. Prohibited. Tenant shall not store, display, sell, or distribute any alcoholic beverages or any dangerous materials without the prior written consent of Landlord.

4.3.6 Compliance with Law. Tenant shall comply with and shall cause the Premises to comply with all statutes, laws, rules, orders, regulations of federal, state and local governmental authorities and agencies. Tenant, within two (2) business days of receipt, shall send Landlord copies of all written notices and other documents received or given by Tenant relating to any violation or alleged violation of or any investigation under any such statute, law, rule, order or regulation relating to the Premises or the use thereof by Tenant.

4.3.7 Rules and Regulations. Tenant shall comply with and observe all rules and regulations established by Landlord from time to time which apply generally to substantially all other tenants.

4.3.8 Hazardous Materials Prohibited. Tenant shall not permit the creation, storage, discharge or presence in or about the Premises or Building of any hazardous materials, hazardous wastes or other similar materials to which federal, state or local statutes and regulations relate.

4.4 Signs and Advertising. Landlord and Tenant will work in good faith to agree on a plan for signage at the Property; provided, however all signs, decorations, lettering, advertising matter or other items used by Tenant (including signs which may be visible from outside the Premises) shall (a) be at Tenant's sole cost and expense and conform to the standards of design, motif, and decor from time to time established by Landlord for the Building, (b) comply with all applicable governmental ordinances, statutes, and regulations (Tenant agreeing hereby that Tenant shall, at its sole cost and expense, obtain any necessary governmental permits and approvals prior to installing any signs, advertising or the like), and (c) be insured and maintained at all times by Tenant in good condition, operating order and repair. Tenant shall not install any flashing signs. If any damage is done to Tenant's signs, Tenant shall commence to repair same within five (5) days after such damage occurs, and upon Tenant's failure to commence repair, within said five (5) day period and to diligently prosecute the same to completion, Landlord may, after notice to Tenant, repair such damage and Tenant shall pay to Landlord as additional rent upon demand Landlord's costs and expenses in connection therewith.

ARTICLE V RENT

5.1. Rent Payable. Tenant shall pay the Rent and any other charges payable under this Lease to Landlord, without prior demand therefor and without any setoff or deduction whatsoever, at the rates and times set forth in this Lease in lawful money of the United States, at such place as Landlord shall designate by notice given to Tenant from time to time. Unless another time shall be expressly provided for payment, Rent shall be due and payable on demand or on the first day of the month in accordance with the rent schedule set forth in Section 1.1.6, whichever shall first occur. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or in any letter or other writing accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

5.2. Payment of Minimum Annual Rent. Commencing on the Commencement Date and continuing on the first day of each and every calendar month thereafter during the Term, Tenant shall pay to Landlord the Minimum Annual Rent provided in Section 1.1.6 in equal monthly installments of one-twelfth (1/12) of the annual amount in advance. If the Commencement Date is not the first day of a calendar month, the first such installment of Minimum Annual Rent shall be pro rated to reflect the number of days in the first month.

5.3. Taxes. The term "Taxes" shall mean all taxes and assessments and other betterments, governmental charges and levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature (including interest thereon whenever the same may be payable in installments) which are or shall become levied, due and payable or liens upon, assessed directly or indirectly against all or any portion of the Property (including without limitation, land, buildings and improvements, or any of them, as the same may be enlarged or reduced from time to time), arising out of the use or occupancy of the Building or any part thereof, imposed by any authority having jurisdiction over the Property or any part thereof, in the amount billed and payable immediately prior to the date the same are delinquent together with the cost (including, without limitation, fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by or on behalf of Landlord to reduce or prevent an increase in any such tax, assessment or charge, and all of Landlord's administrative costs with respect to the

foregoing, all of which shall arise during the Term or which shall be attributable to the period in the Term.

5.4 Payment of Tax Rent. Except to the extent Tenant is exempt therefrom, Tenant shall pay Tenant's Share of Taxes ("Tax Rent") in equal monthly installments in such amounts as are estimated by Landlord for each Tax Year during the Term, with the first installment being on the Commencement Date and each succeeding installment being due on the first day of each calendar month thereafter. The term "Tax Year" means each twelve (12) month period established as the real estate tax year by the taxing authorities having jurisdiction over the Property. Landlord will notify Tenant of the estimated Tax Rent and the amount of each monthly installment thereof which Tenant agrees to pay without further notice until the estimated Tax Rent is changed by Landlord. If at any time during a Tax Year it shall appear that Landlord has underestimated the Tax Rent for such Tax Year, Landlord may adjust the amount of the monthly installments of Tax Rent and bill Tenant for any deficiency which may have accrued during such Tax Year. After Landlord's receipt of the final tax bills for each Tax Year, Landlord shall notify Tenant of the amount of Taxes for the Tax Year in question and the amount of the Tax Rent. In the event of any overpayment or deficiency in the Tax Rent for such Tax Year, Tenant shall pay Landlord or Landlord shall credit to Tenant's account for future Tax Rent (or, if such adjustment is at the end of the Term, pay Tenant), as the case may be, within thirty (30) days after notification to Tenant, the amount of any such excess or deficiency of Tax Rent paid or payable by Tenant. Tenant's Share of Taxes shall be adjusted appropriately to take account of any partial Tax Year occurring at the beginning or end of the Term.

5.5 Taxes on Rent and Tenant's Personal Property. (a) No inheritance, estate, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord personally shall be deemed to be included in "Taxes"; provided, however, that, if at any time during the Term, there shall be levied, assessed or imposed in addition to or as a substitute for the whole or any part of the taxes now levied, assessed or imposed on all or any part of the Property, (i) a tax, assessment, levy, imposition, or charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise, (ii) a tax or license fee measured by the rents received by Landlord from the Property or any portion thereof, (iii) a tax license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Property or any portion thereof, or (iv) any other tax, levy, imposition, charge or license fee however described or imposed, then the same shall be included in the computation of Tax Rent, but computed as if the amount thereof so payable were the amount which would be due if the Property were the only property of Landlord subject thereto.

(b) If any such tax, excise on rents or other imposition, however described, is levied or assessed by any taxing authority on account of, without limitation, Tenant's interest in this Lease or the leasehold estate hereby created, the Rent, Tenant's inventory, furniture, trade fixtures, the Leasehold Improvements (as hereinafter defined), any Tenant's occupancy of or right to occupy the Premises, Tenant's investment or business operation in the Premises (including without limitation, any and all documentary stamps or similar taxes assessed upon this Lease), then Tenant shall be responsible therefore and shall pay the same before delinquency. If any taxing authority requires that any such tax or excise on rents or other imposition, however described, for which Tenant is responsible (other than the Taxes included in the calculation of the Tax Rent) be paid by Tenant, but collected by Landlord for and on behalf of such taxing authority, then the same shall be paid by Tenant to Landlord at such times as such taxing authority shall require and be collectible by Landlord and the payment thereof enforced in the same fashion as provided for the enforcement of payment of Rent.

5.6 Rent for a Partial Month. For any portion of a calendar month included at the beginning or end of the Term, Tenant shall pay one-thirtieth (1/30) of each monthly installment of Rent for each day of such portion in advance at the beginning of such portion.

5.7 Rent to be Net. It is the intention of Landlord and Tenant that the Rent and all other sums payable to Landlord as provided in this Lease shall be net to Landlord, and that (a) all costs, expenses and obligations of every kind relating to the Premises which may arise or become due during the Term (or in certain circumstances as provided in this Lease, from and after the date Landlord tenders possession of the Premises to Tenant); and (b) Tenant's Share of all Taxes and all other costs and expenses of every kind related to the operation of the Property which may arise or become due during the Term of this Lease, shall be paid by Tenant.

ARTICLE VI COMMON AREAS

6.1 Use of Common Areas. During the Term, Tenant, its employees, agents and customers shall have a non-exclusive license, in common with Landlord and all others to or for whom Landlord has given or may hereafter give the same or similar rights, to use the Common Areas, but such license shall at all times be subject to the exclusive control and management by Landlord, the rights of Landlord and of other tenants, and such rules and regulations as Landlord may from time to time impose.

6.2 Management and Operation of Common Areas. Landlord shall operate, equip and maintain, or shall cause to be operated, equipped and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and Landlord shall have the exclusive right and authority to employ and discharge personnel with respect thereto.

6.3. Landlord's Operating Costs Defined. The term "Landlord's Operating Costs" or CAM (as hereinafter defined) shall mean all costs and expenses incurred in a manner deemed by Landlord to be appropriate and for the best interest of the Property in connection with the operation, maintenance, repair and replacement of the Property, including without limitation the costs and expenses of: (a) operating, maintaining, repairing, replacing, lighting, cleaning, painting and striping of, and removing snow, ice and debris from, the Property, removing garbage and trash from the Property, operating, constructing, installing, maintaining, repairing, and replacing ducts, conduits, and similar items, fire protection systems, sprinkler systems, security alarm systems, storm and sanitary drainage systems and other utility systems, signs and markers, on and off-site traffic regulation and control signs and devices, and complying with any environmental standards, and other laws and regulations; (b) all insurance applicable to the Property with types, amounts, and deductibles determined by Landlord; (c) exterior planting, replanting, and replacing flowers, shrubbery, plants, trees, and other landscaping; (d) all repairs, maintenance, replacements and improvements of or to the Property, including, without limitation, floors, ceilings, roofs, windows, all parking area and structures, transportation equipment used in the operation or maintenance of the Property, including heating, air conditioning and ventilating equipment, and all personal property taxes and other charges incurred in connection with such machinery and equipment, plus interest on the unamortized portion of the original cost of such machinery and equipment; (f) all license and permit fees that may result from any laws, rules, regulations, guidelines or orders; and (g) personnel, including, without limitation, security and maintenance personnel employed in connection with the operation, maintenance and repair of the Property, management personnel, and all costs and expenses relating to the employment of such

personnel, including, without limitation, the salaries, benefits, and insurance costs of such personnel. Landlord may cause any or all of said services to be provided by an independent contractor or contractors. In the case of costs described in item (d) above, costs of items which are capital in nature and have a useful life of more than three (3) years under applicable Internal Revenue Code provisions shall be amortized over such period.

6.4 Common Area Maintenance Charge. In and for each Lease Year or Partial Lease Year, Tenant shall pay Landlord, as additional rent, the common area maintenance ("CAM") charge as set forth in Section 1.1.6, which shall be paid monthly in the same manner the Rent is paid.

ARTICLE VII UTILITIES

7.1 Utility Charges. Tenant shall pay, as and when the same become due and payable, all rents, rates and charges for water, sewer, electricity, gas, heat, air-conditioning, ventilating, lighting systems, telephone service and other utilities supplied to the Premises, however supplied (the "Utility Charges"). If any such utilities are not separately metered or assessed, then in addition to Tenant's payments of separately metered charges, Tenant shall pay to Landlord Tenant's Share of charges for such utilities. At any time and from time to time, Landlord may, at Landlord's option, install submeters in connection with the utility services furnished to the Premises, and Tenant shall pay the Utility Charges directly to the utility provider. If any supplier of utilities shall require a deposit as a precondition to the supply of utility service directly to the Premises and chargeable directly to Tenant, Tenant shall be solely responsible for the payment of such deposit.

7.2 Discontinuances and Interruptions of Service. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not (a) constitute a termination of this Lease, (b) an actual or constructive eviction of Tenant or (c) entitle Tenant to an abatement of Rent or other charges.

7.3 Landlord's Right to Alter Utilities. Landlord, in its sole discretion, reserves and shall at all times, have the right to alter any and all utilities, and the equipment relating thereto, serving the Building or any portion thereof; provided, however, that no such alteration shall materially adversely affect the service available to the Premises.

7.4 Solar Panels. Landlord shall install solar panels on the roof of the Building at Landlord's sole cost and expense; provided, however, Tenant shall pay to Landlord One Thousand Two Hundred and Seventy-One Dollars (\$1,271) per month over the Term of the Lease as additional rent for its share of the cost of the solar panels ("Solar Charges").

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnity by Tenant. (a) Tenant shall indemnify, defend and hold Landlord, and its affiliates and its and their agents, directors, employees and any mortgagee(s) harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord, its agents, employees, and/or any mortgagee(s) and arising, directly or indirectly, out of or in connection with the use or occupancy of the Premises by, through

or under Tenant, and (without limiting the generality of the foregoing) any of the following occurring during the Term: (i) any work or thing done in, on or about the Premises or any part thereof by Tenant or any of its assignees, licensees, agents, contractors, employees or invitees; (ii) any use, non-use, possession, occupation, condition, operation, maintenance or management by Tenant or any of its assignees, licensees, agents, contractors, employees or invitees of the Premises or any part thereof; (iii) any act or omission of Tenant or any of its assignees, licensees, agents, contractors, employees or invitees; (iv) any injury or damage to any person or property occurring in, on or about the Property or any part thereof, as a result of the actions by Tenant or any of its assignees, licensees, agents, contractors, employees or invitees; or (v) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease with which Tenant, on its part must comply or perform. In case any action or proceeding is brought against Landlord by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding by counsel approved by Landlord.

(b) Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any "Hazardous Substances" at the Premises, through the acts of Tenant, its officers and employees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. The foregoing indemnity shall survive the expiration of the Term. For the purposes of definition, Hazardous Substances includes, without limitation, any toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., or as identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq. In addition, Tenant hereby acknowledges that the Property is subject Environmental Land Usage Restrictions (ELURs), and that Landlord does not warrant nor guarantee and will not be held responsible to Tenant, its agents, employees or invitees for the environmental contamination covered by the ELURs or otherwise on the Property.

8.2 Landlord Not Responsible for Acts of Others. Landlord and Landlord's agents, contractors, employees and any mortgagee(s) shall not be liable for, and Tenant waives (as against Landlord, Landlord's agents, directors, employees and any mortgagee(s) all claims for loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in, on or about the Property including without limitation claims for loss, theft, or damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind or weather; (c) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air conditioning equipment, electric wiring, or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any tank, tub, washstand, water closet, water pipe, drain or other pipe (g) the escape of steam or water; (h) water, snow or ice being upon or

coming through the roof, trap door, stairs, doorways, windows, walks or any other place upon or near the Building; (i) the falling of any fixture, plaster, tile, stucco or other material; (j) any act, omission or negligence of other tenants, licensees or any other persons or occupants of the Building or owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public work; or (k) any other cause of any nature. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Property as Tenant is herein given the rights to use, at Tenant's own risk.

The foregoing provisions of this Section 8.2 shall not relieve Landlord from liability for loss, change, damage, theft or injury caused solely and directly by the gross negligence of Landlord, its agents or employees (other than third-party contractors).

8.3 Tenant's Insurance. At all times commencing on and after the earlier of (a) the Commencement Date or (b) the date Tenant enters the Premises for any purpose, Tenant shall carry and maintain the following insurance at its sole cost and expense:

8.3.1 Liability Insurance. Comprehensive general liability insurance with a broad form endorsement applicable to the Premises and its appurtenances providing, on an occurrence basis, with a minimum combined single limit of at least Two Million Dollars (\$2,000,000).

8.3.2 Property Insurance. All risks basis property and casualty insurance, including flood insurance, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's Property in the Premises and all leasehold improvements installed in the Premises.

8.4 Policy Requirements. Insurance which Tenant is required to maintain (all such insurance as well as any other insurance pertaining to the Premises or the operation of Tenant's business therein being referred to as "Tenant's Insurance") shall be issued by companies and be in form reasonably satisfactory to Landlord. All such insurance company or companies shall be licensed and qualified to do business in Rhode Island. All policies evidencing Tenant's Insurance shall specify Tenant and Landlord (and any designees of Landlord as the interest of such designees shall appear) as named insureds. Provided that the coverage afforded Landlord and any designees of Landlord shall not be reduced or otherwise adversely affected, all of Tenant's Insurance may be carried under a blanket policy covering the Premises and any other of Tenant's locations. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) will give to Landlord and its designees, if any, at least thirty (30) days advance written notice of any change, cancellation, termination or lapse of said insurance. Such policies shall also provide that any loss otherwise payable thereunder shall be payable notwithstanding (a) any act, omission or negligence of Tenant which might, absent such endorsement, result in a forfeiture of all or a part of such insurance payment; (b) the occupation or use of the Premises for any purposes more hazardous than permitted by the terms of such policy; (c) any foreclosure or other proceeding initiated by any mortgagee; or (d) any change in title or ownership of the Premises. Tenant shall be solely responsible for payment of premiums for all of Tenant's Insurance.

8.5 Increase in Insurance Premiums. Tenant, its employees, agents, assignees, licensees or contractors shall not do, or suffer to be done, fail or act or cause such failure to act, or keep or suffer to be kept anything in, upon or about the Property which will: (a) violate the terms of any of Landlord's insurance policies; (b) prevent Landlord from obtaining such policies of

insurance acceptable to Landlord or any mortgagee; (c) contravene the rules, regulations and recommendations of Landlord's insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Property or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions; or (d) result in an increase in the rate of fire or any other insurance on the Property, any other property of Landlord or of others within the Property or adjacent thereto, beyond the rate applicable for the least hazardous type of occupancy legally permitted on the Property. In the event of the occurrence of any of the events set forth in this Section 8.5, Tenant shall pay Landlord upon demand as additional rent, the cost of the amount of any increase in any such insurance premium.

8.6 Waiver of Right of Recovery. If a Casualty (as defined in Section 11.1 below) or other occurrences which should be covered by the insurance required by this Article VIII shall occur, Tenant shall look solely to its insurer for reimbursement, and, to that end, Tenant shall cause such insurance to be so written that the insurer(s) thereunder waive(s) all rights of subrogation and shall have no cause of action against Landlord, other tenants of the Building, or their respective agents or employees as a result of such Casualty or other occurrence, no matter how caused. Except for Landlord's gross negligence and willful misconduct, Tenant hereby releases and waives all right of recovery which it might otherwise have against Landlord, the other tenants of the Building, and their respective agents and employees by reason of any loss or damage resulting from such Casualty or other occurrence no matter how caused, to the extent that the same is covered by the insurance covering Tenant, or which would cover Tenant if Tenant complied with the requirements of this Article VIII.

ARTICLE IX CONSTRUCTION

9.1. Condition of Leased Premises. Tenant acknowledges that:(a) it has inspected the Premises; (b) it will accept the Premises on the Commencement Date "AS IS" with no representation or warranty by Landlord as to the condition or suitability of the Premises or of the Building for Tenant's use thereof and (c) Landlord has no obligation to improve or repair the Premises or Property unless said obligation is specifically set forth in this Lease.

9.2 Tenant's Work. (a) Landlord acknowledges and agrees that it is responsible for hiring a general contractor for the installation of all partitioning, doors, flooring, ceilings, outlets, equipment and other alterations and improvements necessary to prepare the Premises for the Permitted Use ("Tenant's Work") and for obtaining all building and other permits necessary for Tenant's Work in accordance with all plans and specifications relating thereto.

(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 Thousand Eighty-Three Dollars (\$1,883,002)

("Buildout Allowance"); provided, however, Tenant shall reimburse Landlord for such Buildout Allowance over the Term of the Lease. Payments by Tenant to Landlord for the Building 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.

(c) Landlord agrees that at the request of Tenant, Landlord will either (i) file any appropriate applications or petitions in which Tenant will join or (ii) join in any applications or petitions filed by Tenant, and, in either event, Landlord will cooperate with Tenant and provide reasonable assistance to Tenant, but all at the sole cost and liability of Tenant, as required to obtain all necessary building and similar permits for Tenant's Work. Tenant shall be solely responsible for the preparation and filing and processing of all such applications or petitions and, Landlord shall have no liability as a result of Tenant's failure to obtain any of such approvals or permits.

9.3 Ownership of Improvements. All present and future installations, alterations, additions or improvements made in, on or to the Premises, by either party, including, without limitation, all equipment and fixtures, light fixtures, roof-top air conditioning units, pipes, ducts, conduits, plumbing, wiring, paneling, decorations, partitions, railings, mezzanines, floors, floor and wall coverings, galleries and similar items (the "Leasehold Improvements") shall be deemed the property of Landlord, and unless Landlord directs otherwise, shall remain upon and be surrendered with the Premises as part thereof in good order, condition and repair, ordinary wear and tear excepted, upon Tenant's vacation or abandonment of the Premises. All movable goods, inventory, furniture, vaults/safes, trade fixtures and other movable personal property belonging to Tenant which are installed or stored in the Premises, shall remain Tenant's property ("Tenant's Property") and shall be removable by Tenant at any time provided that: (a) Tenant is not in default under this Lease; and (b) Tenant shall immediately repair any damage to the Premises caused by the removal of any of Tenant's Property and restore the Premises to the same condition as existed prior to the installation of such property. Nothing in this Section 9.3 shall be construed to permit Tenant to remove so much of Tenant's Property from the Premises prior to the end of the

Term without the immediate replacement thereof with similar property of comparable or better quality so as to maintain the Premises suitable for the Permitted Use throughout the Term.

9.4 Removal of Tenant's Property. Provided Tenant is not in default under this Lease, or in the event of such default, then if and as Landlord directs, on or immediately prior to the Termination Date or the termination of Tenant's right to possession in the event of a default, Tenant shall remove Tenant's Property from the Premises, and Tenant shall repair any damage to the Leasehold Improvements, the Premises, or any other portion of the Building caused by such removal.

9.5 Mechanic's Liens. No work performed by Tenant shall be deemed to be for the immediate use and benefit of Landlord so that any mechanic's or other lien shall be allowed against the Building or Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor, materials or services with respect to any work performed by or at the direction of Tenant on or about the Premises. If any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or anyone holding or occupying the Premises by, through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded within ten (10) days after notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, by paying the amount claimed to be due without inquiring as to the validity of any such lien, and the amount so paid by Landlord, including attorney's fees incurred by Landlord in connection therewith, shall be due and payable by Tenant to Landlord upon demand as additional rent.

ARTICLE X REPAIRS, MAINTENANCE AND LANDLORD'S ACCESS; ALTERATIONS

10.1 Repairs by Landlord. Subject to the terms and conditions set forth in Articles XI and XII and excluding all items which Tenant is obligated to maintain and repair pursuant to Section 10.2 or any other provision of this Lease, Landlord shall make, or cause to be made, necessary structural repairs to the Common Areas and to the exterior and structural elements of the Building, including the Premises.

10.2 Repairs and Maintenance by Tenant. Tenant shall at all times during the Term, from and after the Commencement Date, at its own cost and expense, maintain the Premises in good and clean order, condition and repair and make all necessary replacements and repairs to the Premises and every part thereof (other than any repairs required to be made by Landlord pursuant to Sections 10.1, 11.3 or 12.1). Tenant shall not cause or permit any waste, damage or injury to the Premises or Property. Tenant shall initiate and carry out a program of regular cleaning, maintenance and repair of the Premises, including the painting or refinishing of the Premises, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. Tenant's obligations shall include, without limitation, cleaning repairing, maintaining, and making replacements to items such as the following located within or serving the Premises: floors (other than structural floors) and floor coverings; walls (other than the exterior face of service corridor walls); ceilings; utility meters; fixtures; locks and closing devices; window sashes, casements and frames; glass; and doors and door frames.

10.3 Inspections and Access by Landlord. Tenant shall permit Landlord, its agents, employees and contractors to enter all parts of the Premises during normal business hours (and in emergencies at any time) to inspect the same and to show the same to third parties.

10.4 Repairs Made by Landlord on Behalf of Tenant. Nothing contained in this Lease shall imply any duty on the part of Landlord to do any work which Tenant is required to perform nor shall it constitute a waiver of Tenant's default in failing to do the same. However, in addition to all other remedies of Landlord under this Lease, if (a) Tenant does not satisfy its obligations to repair to the reasonable satisfaction of Landlord, (b) Landlord, in the exercise of its reasonable discretion, determines that emergency repairs are necessary, or (c) repairs or replacements to any area of the Property or Premises are made necessary by any act, omission or negligence of Tenant, its agents, employees, assignees, contractors, invitees or licensees, then in any such event, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional rent Landlord's costs for making such repairs upon demand.

10.5 Alterations, Painting and Displays by Tenant. Tenant shall not make any alterations, renovations, improvements or other installations in or to the Premises or any part thereof which would (a) affect any structural elements, plumbing or heating, air conditioning or ventilation equipment relating to the Premises or the exterior of the Building or (b) otherwise materially affect the Premises, without in each case Landlord's prior written approval thereof. Tenant shall cause plans and specifications therefor to be prepared at Tenant's expense for Landlord's approval by an architect or other duly qualified person. Tenant shall not paint or decorate any part of the exterior of the Premises, without first obtaining Landlord's written approval. All work performed by Tenant shall be performed: (a) promptly, efficiently and competently at Tenant's sole cost and expense in a first-class, workmanlike manner with first-class materials; (b) by duly qualified or licensed persons; (c) without interference with, or disruption to, the operations of Landlord or other tenants or occupants of the Building; and (d) in accordance with the plans and specifications therefor, as required and approved by Landlord; and (e) in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

ARTICLE XI CASUALTY

11.1 Right to Terminate. In the event of fire or other casualty (a "Casualty") to the Premises or Building and if (a) either the Premises or the Building shall be damaged to the extent of more than 25% of the cost of replacement thereof; (b) the net proceeds of Landlord's insurance recovered as a result of a Casualty and retained by Landlord shall be insufficient to pay fully for the cost of replacement of so much of the Premises or the Building damaged; (c) the Premises or the Building shall be damaged as a result of any cause which is not covered by Landlord's insurance; (d) the Premises shall be damaged in whole or in part during the last two (2) Lease Years or in any Partial Lease Year at the end of the Term; or (e) any or all of the Common Areas are damaged to such extent that in the sole judgment of Landlord, the Building cannot be operated as an economically viable unit; then, in any such event, Landlord may terminate this Lease by notice given to Tenant at any time within one hundred eighty (180) days after either (x) the settlement of the loss resulting from the Casualty with the Landlord's insurer(s) or (y) in the event of an uninsured Casualty, the date when the damage occurred. If Landlord terminates this Lease as aforesaid, then the Termination Date shall be the date set forth in the notice to Tenant, which

date shall not be less than thirty (30) days after the giving of said notice. The "cost of replacement" shall be determined by the company or companies selected by Landlord insuring Landlord against the Casualty in question, or if there shall be no such determination, by a person selected by Landlord qualified to determine such "cost of replacement".

11.2 Rent Abatement. If the Casualty, or the repair or restoration pursuant to Section 11.3, shall render the Premises untenable, in whole or in part, and provided that the Casualty or the occurrence causing the untenability of the Premises is not caused by or attributable to Tenant, its agents, assignees, licensees, employees or contractors, all Minimum Annual Rent and Tenant's Share of Landlord's Operating Costs shall abate proportionately during the period of such untenability, computed at any given time on the basis of the ratio which the amount of floor space of the Premises rendered untenable bears to the total floor space of the Premises. Such abatement of Rent shall terminate on the earlier of (a) the date any such repair and restoration work is substantially completed by Landlord pursuant to its obligations, if any, under Section 11.3, or thirty (30) days after such date in the event Tenant is required to perform repair work pursuant to Section 11.4, or (b) the date Tenant reopens for business in the portion of the Premises previously rendered untenable. Except to the extent specifically set forth in this Section 11.2, neither the Rent nor any other obligations of Tenant under this Lease shall be affected by any Casualty, and Tenant hereby specifically waives all other rights it might otherwise have under law or by statute.

11.3 Landlord's Duty to Reconstruct. Provided this Lease is not terminated pursuant to Section 11.1 or any other provision of this Lease, and subject to Landlord's ability to obtain the necessary permits therefor and the availability of insurance proceeds (it being specifically understood and agreed that, in connection with any repair or reconstruction of damage resulting from a Casualty, Landlord shall not be required to expend amounts in excess of the amount of insurance proceeds (net of expenses of collection) actually received by Landlord as a result of such Casualty), Landlord shall repair or reconstruct the Premises to a substantially similar condition as existed prior to the Casualty; provided, however, that in no event shall Landlord be liable for interruption of Tenant's business or for damage to or repair of any of those items which Tenant is required to insure, any Tenant Improvements, any Tenant Property, or any other alterations or improvements to the Premises made by or at the direction of Tenant.

11.4 Tenant's Duty to Reconstruct. Provided this Lease is not terminated pursuant to any provision of this Lease, Tenant shall promptly commence and diligently pursue to completion the repair, redecorating and re-fixturing of the Premises to a substantially similar condition as existed prior to the Casualty, and otherwise in accordance with the terms and conditions of this Lease. Tenant shall reopen for business in the Premises as soon as practicable after the occurrence of the Casualty.

11.5 Insurance Proceeds. All insurance proceeds payable with respect to loss or casualty of the Premises under Tenant's Insurance shall be held in trust by Tenant and used solely to repair, redecorate and re-fixture the Premises in accordance with Section 11.4.

ARTICLE XII CONDEMNATION

12.1 Taking of Leased Premises. (a) If more than fifty percent (50%) of the floor space of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in anticipation thereof, (each being

hereinafter referred to as a "taking"), either party shall have the right to terminate the Lease as of the date physical possession of the property taken is delivered to the condemning authority (hereinafter referred to as the "effective date of the taking") by giving notice to the other party of such election within thirty (30) days after the effective date of the taking.

(b) If there is a taking of a portion of the Premises and this Lease shall not be terminated pursuant to Section 12.1, then (i) as of the effective date of the taking, this Lease shall terminate only with respect to the portion taken; (ii) after the effective date of the taking and during the balance of the Term, the Minimum Annual Rent, and Tenant's Share of Landlord's Operating Costs shall be reduced proportionately on the basis of a fraction, the numerator of which shall be the floor space taken and the denominator of which shall be the floor space of the Premises immediately prior to the taking; (iii) as soon as reasonably possible after the effective date of the taking, Landlord shall, at its expense and to the extent feasible, restore the remaining portion of the Premises (unless alternative space has been substituted for the Premises) to a complete unit of a similar condition as existed prior to any work performed by or at the direction of Tenant; provided, however, that Landlord shall not be required to expend more on such alteration or restoration work than an amount equal to the net proceeds of the condemnation award actually received and retained by Landlord which is allocable to the Premises.

12.2 Taking of Building or Property. If there is a taking of fifty (50%) percent or more of the leasable floor space within the Building or if there is a taking of any portion of the Property or Common Areas so as to render, in Landlord's judgment, the remainder unsuitable for use as originally designed, regardless in either case as to whether or not there is a taking of the Premises, Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant.

12.3 Effective Date of Termination. If any notice of termination is given pursuant to Sections 12.1 or 12.2, then the Termination Date shall occur on the date contained in the notice given in accordance therewith.

12.4 Condemnation Award. All compensation awarded for any taking of the Premises (including, without limitation, the Leasehold Improvements), the Property or any interest in either shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in any such award; provided, however, Tenant shall be entitled to retain any separate award for Tenant's Property or moving expenses.

12.5 Parking Reduction. Any reduction in the parking area or number of parking spaces, or any restriction on the number of motor vehicles that may enter the Land, by action or order of any governmental authority or quasi-governmental authority, or by any court having jurisdiction, which does not constitute a physical taking of property shall not constitute a taking so as to entitle Tenant to exercise any rights it might otherwise have under this Article XII.

ARTICLE XIII SUBORDINATION AND ATTORNMENT

13.1 Subordination. Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of: (a) any lease of land only or of land and buildings in a sale-leaseback or similar transaction involving the Premises; (b) any mortgage, deed of trust or other security instrument affecting the Premises or Property; and (c) all renewals, modifications, replacements, consolidations and extensions of, or participations in, those documents referred to in clauses (a) and (b) above, whether the same shall be in existence on the date hereof or created

hereafter. Tenant's acknowledgment and agreement of subordination provided for in this Section 13.1 is self-operative, and no further instrument of subordination shall be required; provided, however, Tenant shall execute such further assurances thereof as may be requested from time to time by Landlord and upon Tenant's failure to execute and deliver to Landlord any such further assurances, Landlord is hereby authorized to execute the same for and on behalf of Tenant as Tenant's attorney-in-fact. Notwithstanding the foregoing, before such subordination shall be effective as to any future mortgage, Landlord shall cause the mortgagee to deliver to Tenant, in proper form for recording, the agreement of such mortgagee or other party that no foreclosure of such mortgage or any other Person claiming by or through or under such mortgagee shall disturb the possession of Tenant under this Lease so long as Tenant is not in default hereunder, and that the validity and continuance of this Lease will be recognized. In no event shall any mortgagee or Person claiming by, through or under any mortgagee have any liability to Tenant hereunder on account of any acts or omissions of Landlord.

13.2 Attornment. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest.

13.3 Quiet Enjoyment. Landlord covenants that Tenant, on paying all of the Rent and performing all of Tenant's other obligations in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term without hindrance, ejection or molestation by any person lawfully claiming by, through or under Landlord, subject, however, to all encumbrances and easements now or hereafter of record and to all mortgages and underlying leases to which this Lease may be or become subject and subordinate from time to time.

13.4 Estoppel Certificate. As often as may be requested by Landlord, Tenant shall promptly and without cost to Landlord certify by written instrument, executed and delivered by Tenant to Landlord or any other person designated by Landlord: (a) that this Lease is unmodified and in full force and effect (or if there has been a modification, that the same is in full force and effect as modified, and stating the modification); (b) the date, if any, to which the Rent, and other sums and payments due under this Lease have been paid; (c) whether Landlord has breached the performance of any covenants, terms and conditions on Landlord's part to be performed under this Lease, and the nature of Landlord's breach, if any; and (d) such other relevant information as Landlord or any mortgagee may request.

ARTICLE XIV ASSIGNMENT AND SUBLETTING

14.1 Landlord's Consent Required. Tenant shall not, under any circumstances, sublet the whole or any portion of the Premises, nor by operation of law or otherwise shall Tenant pledge, hypothecate or assign all or any of its interest in this Lease, or the Premises, whether for collateral purposes or otherwise. Any such subletting or assignment shall be referred to as a "Transfer", and the person to whom Tenant's interest is transferred shall be referred to as a "Transferee".

14.2 Unpermitted Transfers; No Waiver. Any Transfer shall not be binding upon Landlord, and shall confer no rights upon any third person. Each such unpermitted Transfer shall, without notice or grace period of any kind, constitute a default by Tenant under this Lease. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XIV shall not be deemed to be either consent by Landlord to any such Transfer or a waiver by

Landlord of any remedy of Landlord under this Lease. No reference in this Lease to assignees, subtenants or licensees shall be deemed to be consent by Landlord to the occupancy of the Premises by any such assignee, subtenant or licensee.

ARTICLE XV
DEFAULT AND REMEDIES

15.1 Default. (a) Any one or more of the following events shall constitute a default by Tenant under this Lease: if

(i) Tenant fails to pay within fifteen (15) days of the date due any Rent or installments thereof, or any other charge or sum whatsoever due hereunder;

(ii) Tenant shall breach or fail in the observance or performance of any of the terms, conditions or covenants of this Lease to be observed or performed by Tenant (other than those involving the payment of money) and, unless otherwise provided in this Lease, such breach shall not have been cured for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

(iii) Tenant vacates or abandons the Premises;

(iv) Tenant fails to perform any covenant or agreement under this Lease after Tenant shall have defaulted under this Lease on two previous occasions, even though such default or defaults had been cured within any applicable cure period;

(v) Tenant shall file a petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition seeking any reorganization, arrangement, composition, dissolution or similar relief under any law or regulation relating to bankruptcy, insolvency, or the rights of creditors generally, or if Tenant shall seek or consent to or acquiesce in the appointment of a trustee, receiver or liquidator of Tenant or the business or affairs of Tenant, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts when due;

(vi) there shall be filed against Tenant of this Lease an involuntary petition in bankruptcy or any proceeding seeking to reorganize, dissolve or liquidate Tenant, or if a trustee or receiver shall be appointed for Tenant, or over the business of substantially all of the property of Tenant, and such petition, proceeding, trustee or receiver is not dismissed with prejudice with sixty (60) days; or

(vii) any execution or attachment shall be issued against Tenant, or any of Tenant's property, whereby all or any part of the Premises or Tenant's interest under this Lease shall be taken or occupied or attempted to be taken or occupied, and such adjudication, appointment, assignment, petition, execution or attachment, shall not be set aside, vacated or discharged within sixty (60) days after the issuance of same.

An event provided for in clause (i) and clauses (iii) through (vii), inclusive, shall be a default without notice or grace period of any kind except as expressly provided therein.

(b) Upon the occurrence of any event described in this Section 15.1, the remedial provisions of Section 15.2 shall automatically become effective.

15.2 Remedies and Damages. (a) It shall be lawful for Landlord, at Landlord's election, by notice, re-entry, summary proceedings, any other action or proceeding or otherwise, to terminate this Lease or to terminate Tenant's right to possession without terminating this Lease (as Landlord may elect), and to enter upon the Premises or any part thereof and expel Tenant or any persons or entities occupying the Premises and so to repossess and enjoy the Premises. If this Lease or Tenant's right to possession under this Lease shall at any time be terminated under the terms and conditions of this Section 15.2 or in any other way, Tenant hereby covenants and agrees to immediately surrender and deliver up the Premises peaceably to Landlord. Landlord may also (without obligation) perform, or cause to be performed, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the cost of which shall be deemed additional rent and shall be payable by Tenant to Landlord upon demand. Landlord shall also have the right to exercise any other legal or equitable right or remedy. In performing or causing the performance of any obligations of Tenant, Landlord shall incur no liability for any loss or damage that may accrue to Tenant, the Premises or Tenant's Property by reason thereof. The performance by or on behalf of Landlord of any such obligation shall not constitute a release or waiver of any of the Tenant's obligations under this Lease.

(b) Upon termination of this Lease or the termination of Tenant's rights to possession under this Lease, or both, as the case may be, by notice, re-entry, summary proceedings or under any provision of law now or at any time hereinafter in force or otherwise, Landlord may, at its option, but without obligation, at any time and from time to time, relet the Premises (or any part thereof) for the account of Tenant or otherwise, at such rentals and upon such terms and conditions as Landlord shall reasonably deem appropriate. Landlord shall receive and collect any such rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises, including, without limitation, legal expenses and attorneys' fees, and for putting the same into good order and condition and preparing or altering the same for re-rental, and expenses, commissions and charges paid, assumed or incurred by or on behalf of Landlord in connection with the reletting of the Premises, and then to the fulfillment of the covenants of Tenant under this Lease. Any such reletting or relettings may be for the remainder of the Term of this Lease or for a longer or shorter period, as Landlord elects. In any such case and whether or not the Premises or any part thereof be relet, and notwithstanding any termination of this Lease by Landlord, Tenant shall pay to Landlord the Rent and all other sums payable up to the time of such termination of this Lease or Tenant's right to possession under this Lease as aforesaid by Landlord, and thereafter, Tenant covenants and agrees to pay Landlord until the end of the Term the equivalent of the amount of all the Rent and all other sums reserved herein required to be paid by Tenant less the net avails of such reletting, if any, and the same shall be due and payable by Tenant to Landlord on the dates ("rent days") such Rent and other sums above specified are due under this Lease. Landlord may file a suit or suits to recover any sums falling due under the terms of this Lease from time to time. In any event, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any sums due upon such reletting.

(c) In any of the circumstances set forth above in which Landlord shall have the right upon the several rent days herein specified to hold Tenant liable to pay Landlord the equivalent of the amount of all the Rent and all other sums required to be paid by Tenant less the net avails of reletting, if any, Landlord shall have the election, in place and instead of holding Tenant so liable, forthwith to recover against Tenant as damages for loss of the bargain, and not as a penalty, the then present worth of the excess (if any), as determined by Landlord, of (i) the

projected Rent and all other sums payable by Tenant hereunder that would have accrued for the balance of the term of this Lease less (ii) the aggregate rental value of the Premises for the balance of such term. Landlord's determination of such excess shall be conclusive and binding upon Tenant and shall be deemed to have been made in good faith, subject only to manifest error.

15.3 Assignment in Bankruptcy. In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law and Landlord is prevented from or elects not to terminate this Lease under Section 15.2, the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, without limitation, assumption of all of the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord: (a) that assignee has sufficient capital to pay the Rent and other charges due under the Lease for the entire Term; (b) that assumption of the Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement or operating agreement relating to the Building; and (c) that such assignment and assumption will not disrupt or impair any existing tenant mix in the Building.

15.4 Legal Expenses. Tenant shall reimburse Landlord for its expenses incurred in connection with the enforcement of Landlord's rights under this Lease, including, without limitation, court costs and reasonable attorneys' fees and expenses. In connection with any request by Tenant for approval or consent of Landlord in connection with this Lease, the Tenant shall promptly reimburse the Landlord for its reasonable costs and expenses associated therewith, including, but not limited to, reasonable attorneys' fees and indirect costs.

15.5 Remedies Cumulative. No reference to any specific right or remedy in this Lease shall preclude Landlord from exercising any other right, from having any other remedy or from maintaining any action to which it may otherwise be entitled under this Lease, at law or in equity. Without limiting the generality of the foregoing sentence, the maintenance of any action or proceeding to recover possession of the Premises or any installment or installments of Rent or any other monies that may become due from Tenant to Landlord shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings from the recovery of possession of the Premises or of any other monies that may be due or become due from Tenant. Any entry or re-entry into the Premises by Landlord shall not be deemed to absolve or discharge Tenant from liability under this Lease.

15.6 Waiver. Landlord shall not be deemed to have waived any breach of any term, covenant, or condition herein contained unless the same has been specifically waived by Landlord in writing. Any such waiver shall not be deemed to be a waiver of any subsequent breach of the same of any other term, covenant or condition herein contained.

15.7 Late Charge. Tenant shall pay to Landlord on demand a late charge of five percent (5%) of the amount of any Rent which is not paid within fifteen (15) days of the date due. It is expressly understood and agreed that the foregoing charge is not a penalty but agreed upon compensation to the Landlord for administrative costs incurred by Landlord in connection with any such late payment. In addition, any amount of Minimum Annual Rent or additional rent, which is unpaid as of the last day of each month, shall require the payment of interest at the rate of one percent (1.00%) per month.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 Notices. Whenever any demand, request, approval, consent or notice ("Notice") shall be or may be given by one party to the other, Notice shall be by registered or certified mail with return receipt requested, or by Federal Express or other similar overnight delivery service, at the respective address of the parties set forth in the first paragraph of this Lease, or, if the Tenant, such Notice may also be mailed or sent in the manner described above, delivered in hand, or posted on the door or entrance, at the Premises. Any Notice under this Lease delivered by mail shall be deemed to have been given and received on the third day following the day on which the same shall have been mailed with sufficient postage prepaid. Any notice under this Lease delivered by Federal Express or other similar overnight delivery service shall be deemed to have been given and received on the business day next succeeding the day on which the same shall have been sent with sufficient charges prepaid. Either party may, at any time, change its Notice Address by giving the other party Notice in accordance with the above, stating the change and setting forth the new address.

16.2 Notice of Lease. This Lease shall not be recorded without the express written consent of Landlord. However, Landlord and Tenant shall execute, acknowledge and deliver at any time after the date of this Lease, at the request of either party hereto, a "notice of lease" suitable for recording. Recording, filing and like charges shall be paid by the requesting party.

16.3 Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, and Tenant and their respective permitted successors and assigns. Upon any sale or other transfer by Landlord of its interest in the Premises, Landlord shall be relieved of any obligations under this Lease occurring subsequent to such sale or other transfer.

16.4 Limitation on Right of Recovery against Landlord. It is specifically understood and agreed that there shall be no personal liability of Landlord (or any agent, employee, director, officer, member or stockholder of Landlord, or any person holding any interest whatsoever in Landlord) in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Property for the satisfaction of Tenant's remedies. Landlord shall in no event be in default in the performance of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages by reason of Landlord's breach or default of the terms of this Lease.

16.5 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any facts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

16.6 Interpretation. The captions, table of contents and headings appearing in this Lease are inserted only as a matter of reference and in no way amplify, restrict, define or modify the scope or intent of any provisions of this Lease. The neuter, feminine and masculine pronouns

when used in this Lease shall each include each of the other genders. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state in which the Building is located.

16.8 No Modification. This Lease is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, agreements, warranties, or promises with respect to the Premises or the Building of which they are a part of with respect to past, present or future tenancies, rents, expenses, operations or any other matter have been made or relied upon in the making of this Lease other than those specifically set forth therein. This Lease may be modified only by a writing signed by Landlord and Tenant.

16.9 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.11 Broker's Commission. There are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify and defend the other against, and hold it harmless from, all liability arising from any such claim, including, without limitation, attorneys' fees incurred in connection therewith.

16.12 Other Tenants. Landlord reserves the absolute right to affect other tenancies in the Building as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or occupant, or the number of tenants or occupants, shall occupy any space in the Building during the Term. Any vacating of premises or cessation of operations by any other tenant(s) in the Building shall not be in any way release Tenant from its obligations under this Lease.

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

16.14 Inability to Perform. If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike, epidemics, pandemics, labor troubles, Acts of God or any cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord.

16.15 Survival. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Term of the Lease, whether the lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration of the Term.

16.16. Landlord's Self-Help. In addition to Landlord's rights of self-help set forth elsewhere in this Lease or as provided by law or in equity, if Tenant at any time fails to perform any of its obligations under this Lease, Landlord shall have the right but not the obligation, to perform or cause to be performed such obligations on behalf and at the expense of Tenant and to take all such action Landlord deems appropriate to perform such obligations. In such event, Landlord's costs and expenses incurred with respect thereto shall, upon demand, be paid for by Tenant as additional rent. In performing or causing the performance of any such obligations of Tenant, Landlord shall incur no liability for any loss or damage that may accrue to Tenant, the Premises or Tenant's Property by reason thereof. The performance by Landlord or any such obligation shall not constitute a release or waiver of any of Tenant's obligations under this Lease.

16.17 Option to Extend. Subject to the provisions of this Section 16.17, Tenant shall have the option to extend the Term of this Lease for two (2) additional period of five (5) Lease Years (the "Option to Extend"). The Option to Extend shall be exercised only by written notice from Tenant received by Landlord not less than one year (365 days) prior to the expiration of the Term hereof (the "Option Notice"), failing which notice Tenant's right to extend the term of this Lease shall be null and void. The Option Notice shall be effective only if given in the timely manner described and only if Tenant is not in default under this Lease either on the date of an Option Notice or on the date of expiration of the then current Term. Any extended term of this Lease shall be on the same terms and conditions as the initial Term hereof, except as to the term thereof, the calculation of Rent and except that there shall be no other right to extend the Term beyond the five (5) years in the Options to Extend and Minimum Annual Rent shall be as set forth below. If the Term of this Lease is duly extended, any reference herein to the "Term" shall mean the Term as extended. The CAM charges for Lease Year 16 shall be equal to and based upon Tenant's Share of Landlord's actual Operating Costs for Lease Year 15 plus three percent (3%) and shall increase therefrom by three percent (3%) for each subsequent Lease Year in the extended term(s). Prior to the commencement of the first extended term, the Tenant and Landlord shall mutually agree on additional capital improvements, if any, required at the Property and the method of calculating Tenant's share in the cost related thereto.

Year	Base Rent (SF)
16	\$ 11.85
17	\$ 12.26
18	\$ 12.69
19	\$ 13.13
20	\$ 13.59
21	\$ 14.07
22	\$ 14.56
23	\$ 15.07
24	\$ 15.60
25	\$ 16.14

16.18 Option of Purchase. Provided Tenant shall not be in default under any of the agreements and conditions in this Lease at the end of the Term, Tenant shall have an option to purchase the Property at fair market value ("FMV"), as agreed upon by Landlord and Tenant. If Tenant elects to exercise its option to purchase the Property, not less than one (1) year before the end of the Term (including any extensions), Tenant shall notify Landlord that it wishes to exercise the option to purchase the Property and its opinion of the FMV of the Property. If Landlord shall object to Tenant's FMV of the Property, Landlord shall give Tenant written notice of such objection within thirty (30) days of its receipt of such notice from Tenant, setting forth in such notice an appraiser knowledgeable in the market for commercial space in office building in the

Greater Providence area acceptable to Landlord. Tenant shall within thirty (30) days of its receipt of such notice from Landlord designate an appraiser similarly qualified; and the two appraisers so designated shall designate a third appraiser. Each appraiser shall determine a current FMV for the Property and report such determination to both Landlord and Tenant. The FMV for the Property shall be either (a) the amount designated in such notice from Tenant to Landlord (if Landlord shall not give notice of its objection thereto as aforesaid) or (b) the average of the two of the three appraisals which shall be closest in amount to the median of the three appraisals. Each party shall pay the expenses of the appraiser designated by it and one-half of the expenses of the third appraiser.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Lease under their respective hands and seals as of the day and year first above written.

LANDLORD:
AAA Northeast

By: John R. Galvin
Its: President

TENANT:
City of Warwick

By: _____
Its: _____

Exhibit A – Space Plan

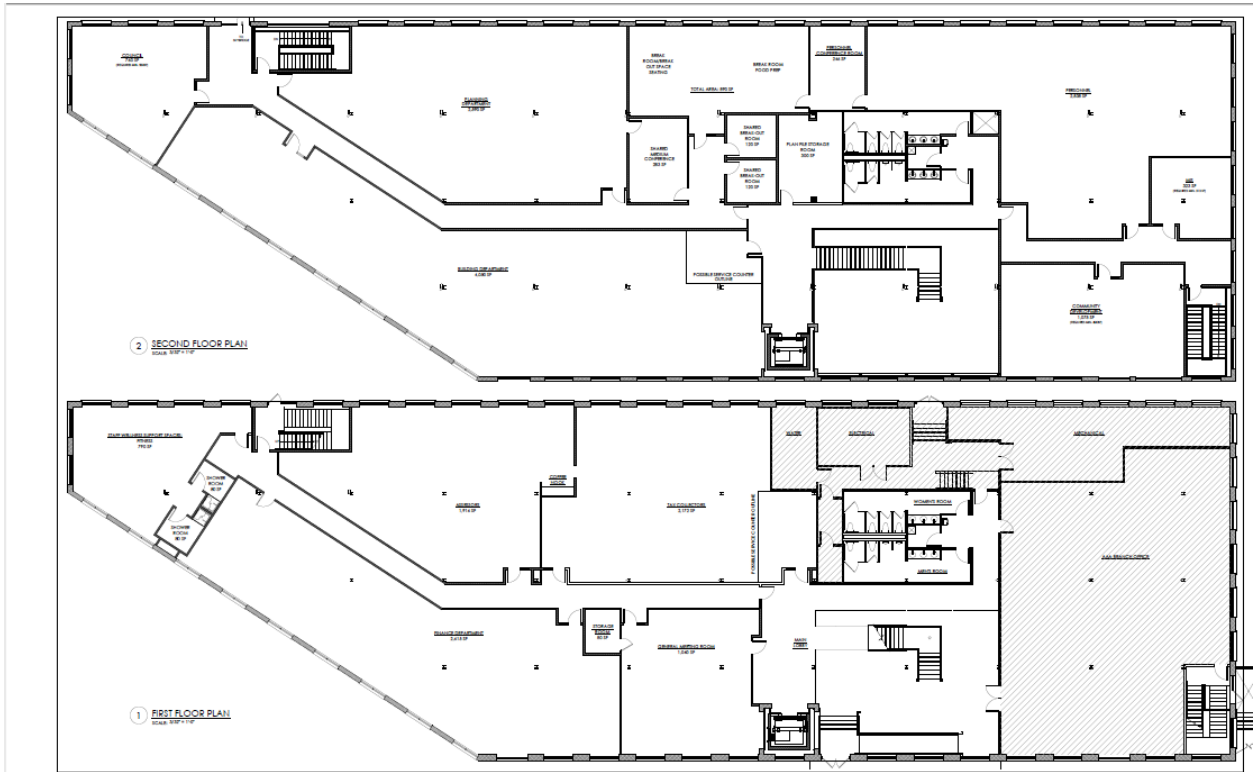


Exhibit B - Parking Plan

