



State of Rhode Island and Providence Plantations  
Council on Postsecondary Education  
**OFFICE OF THE POSTSECONDARY COMMISSIONER**  
560 Jefferson Boulevard Suite 100  
Warwick, Rhode Island 02886-1304

Enclosure 8f  
April 14, 2016

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Chair

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TO: Members of the Council on Postsecondary Education

FROM: Jim Purcell, Ed.D, Commissioner for Postsecondary Education

DATE: April 4, 2016 

RE: Approval of a Lease Agreement between the Council on Postsecondary Education and the Office of Veterans Affairs

**Background**

The Office of Veterans Affairs (VA) is looking to lease office space in the building owned by the Council on Postsecondary Education, located at 560 Jefferson Blvd, Warwick, RI.

Specifically, the VA is seeking to lease Suite 206 of the building, comprised of 1,428 square feet with existing furniture at a rate of \$19.75 per square foot or \$28,203.00 annually, payable in monthly installments of \$2,350.25. Additionally, the VA will reimburse the Council for its proportionate share (8.5%) of common area maintenance expenses including, but not limited to, costs incurred for janitorial, landscaping, snow removal, and heating.

The initial term of the lease will be for a period of three (3) years beginning on May 1<sup>st</sup>, 2016 with an option to renew for additional three (3) year terms contingent upon successful renegotiation of the lease.

The form of the Lease is attached and reflects standard terms and conditions respecting the interests of both parties with regard to the dedicated spaces to be utilized by Veterans Affairs. The lease has been approved by the Office of the Postsecondary Commissioner, General Counsel and is attached to this memo.

As with all agreements related to the leasing of space, this agreement will be brought to the State Properties Committee upon approval by the Council on Postsecondary Education.

Accordingly, I recommend

THAT the Council on Postsecondary Education approves the lease between the Council on Postsecondary Education and the Office of Veterans Affairs for office space located in the building located at 560 Jefferson Blvd, Warwick, RI. Upon approval of the lease, the lease will be brought to the State Properties Committee for its review and approval as required.

**LEASE AGREEMENT**

**BY AND BETWEEN**

**THE COUNCIL FOR POSTSECONDARY EDUCATION**

**(“LANDLORD”)**

**AND**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ACTING BY AND THROUGH**

**THE RHODE ISLAND DEPARTMENT OF VETERANS AFFAIRS**

**(“TENANT”)**

**FOR PREMISES LOCATED AT**

**SUITE #206, 560 JEFFERSON BLVD, WARWICK, RI 02886**

**DATED: APRIL 29, 2016**

# LEASE AGREEMENT

## INTRODUCTION

THIS LEASE is made as this 29th day of April, 2016 by and between The Council for Postsecondary Education (the “**Landlord**”) and the State of Rhode Island and Providence Plantations acting by and through the Rhode Island Office of Veterans Affairs (the “**Tenant**”).

## RECITALS

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

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

## AGREEMENT

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

### 1. Definitions and Construction

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

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

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

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

**Commencement Date:** May 1<sup>st</sup>, 2016

**Land:** that lot or parcel of land on which the Building is located

**Lease Delivery Date:** April 29<sup>th</sup>, 2016

**Leased Premises:** 1,428 square feet located on the second floor of the Building located at Suite #206, 560 Jefferson Blvd, Warwick, R.I., together with the receptionist area located in the common entrance to the Building.

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

**Parking Spaces:** Two (2) reserved parking spaces with approximately 100 parking spaces in common with other tenants.

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

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

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

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

**Total Annual Rent for Lease Period:** \$28,203.00      **Monthly Rent:** \$2,350.25

**Rentable Square Feet in the Building:** 16,850

**Rentable Square Feet in the Leased Premises:** 1,428

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

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

**Term:** Three (3) years beginning on the 1<sup>st</sup> day of May, 2016 and terminating on the 30<sup>th</sup> day of April, 2019. Tenant may extend the Lease Term for additional three (3) years terms. All option terms must receive prior approval by the State Properties Committee and the Rhode Island General Assembly.

**2. Lease; Fire Safety Inspection.**

Landlord demises and leases to Tenant and Tenant leases and takes from Landlord the Leased Premises for and during the Term and otherwise on the terms and conditions set forth herein

**3. Rent.**

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

**4. ~~Additional Rent~~**

~~As additional rent, Tenant will pay Tenant's Proportionate Share of increases in Property Taxes in excess of those Property Taxes payable with respect to or during the Base Tax Year. The increases in Property Taxes will be billed to Tenant promptly after the end of each calendar year after the first full calendar year of this Lease and will be payable after receipt by Tenant of proof of payment by the Landlord of the tax bills and appropriate calculations evidencing Tenant's Proportionate Share of the~~

same. In any event, the taxes for any Base Tax Year for purposes hereof shall not be less than the average Property Taxes assessed upon the Building and Land for the first three years after the Commencement Date, without regard to abatement or moratorium or similar reduction. Tenant shall, at its own expense, have the right to audit Landlord's records relating to the determination of Property Taxes and Tenant's Proportionate Share and all related calculations; provided however that if there is a discrepancy in the amount due Landlord hereunder Landlord shall promptly pay for the costs of such audit and refund any excess amounts paid to Landlord hereunder. If after the first three years following the Commencement Date it is determined that Tenant has paid in excess of the additional rent then such amount shall at the option of Tenant be promptly refunded by Landlord or Tenant may setoff such amounts directly against its payment obligations to Landlord hereunder. Landlord shall not assess any costs or apportion any share of costs related to Landlord's efforts to dispute or abate the Property Taxes.

(Not Applicable)

**5. Utilities.**

Tenant will be responsible for the payment of all charges for electricity servicing the Leased Premises as it is separately metered at the time of the Commencement Date. Tenant shall be responsible for payment of all charges for gas calculated as Tenants Proportionate Share (8.5%) or the total Gas Bill.

**6. Landlord's Tax Compliance.**

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

(Not Applicable)

**7. Permitted Use.**

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

**8. Repairs, Maintenance and Janitorial Service.**

Landlord shall be responsible for any and all maintenance, repairs and replacements relating to the Land, Building and Leased Premises. Without limiting the generality of foregoing, Landlord shall: (i) keep the sidewalks, curbs, entrances, passageways, lobby, halls, stairways, parking lot and areas adjoining

the Building in a clean and orderly condition, free from snow, ice, rubbish and obstructions; (ii) maintain and make routine and other necessary repairs and replacements to the interior and exterior of Building and the Leased Premises (iii) make plate glass replacements; (iv) be responsible for landscaping the Land, trimming shrubs, leaf removal and lawn cutting; (v) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC and elevators; and (vi) make any structural repairs of or replacements to the foundation, walls and roof of the Building and repairs or replacements to any septic/treatment system, the parking lot and mechanical and utility systems on the Building or Leased Premises. Landlord shall also provide janitorial and other services for the Leased Premises. Landlord shall bill quarterly and Tenant shall pay its proportionate share (8.5%) of such repairs, maintenance and Janitorial expenses.

#### **9. Tenant's Trade Fixtures.**

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

#### **10. Alterations and Improvements.**

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

#### **11. General Representations and Warranties of Landlord**

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

requirements of the Statewide Energy Conservation Office and Rhode Island General Laws Section 37-8-17.

## **12. Insurance**

Landlord will obtain and pay for commercial general liability insurance insuring Landlord and Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Land and Building, including the Leased Premises, the coverage and protection of such insurance to be not less than \$1,000,000 (combined single limit). Limits of such commercial general liability insurance will be increased if required by the Applicable Rules and Regulations. Landlord shall also obtain and pay for fire and extended coverage insurance covering the Building, including the Leased Premises, the Leased Premises' equipment and common area furnishings and leasehold improvements in the Leased Premises, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler and other pressure vessels, flood, glass breakage and sprinkler leakage with \$1,000,000 of extra expense coverage so that expeditious repair of the Building may be undertaken in the event of a loss. Landlord shall, prior to the Commencement Date and on the anniversary of the Commencement Date and otherwise upon request of Tenant, deliver to Tenant, a certificate of insurance of all policies procured by Landlord in compliance with its obligations under this Lease. In the event any part of the Building is in a flood zone, then Landlord shall also provide evidence of flood insurance. All policies of Landlord insurance shall contain endorsements that the insurer(s) will give to Tenant and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of said insurance. All insurance required under this Lease will be issued by companies duly authorized and licensed to do business in Rhode Island and otherwise reasonably satisfactory to Tenant. Each such policy will contain a provision that no act or omission of Landlord or Tenant will affect or limit the obligation of the insurer to pay the amount of the loss sustained by, or claim made against, Tenant. Except to the extent solely caused by or arising out of the negligent act or omission of either party, each party hereby waives all liability of, and all right to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party, for an loss of or damage to property arising out of fire or casualty to the extent insured, and each party agrees that all insurance policies relating to the Leased Premises shall contain waivers of such liability, recovery, subrogation and suit.

Tenant is responsible for purchasing insurance for the contents and property maintained in the Leased Premise, as well as its own general liability coverage.

## **13. Fire or Other Casualty**

If the Leased Premises or any part thereof is damaged by fire or other casualty in an estimated amount valued at less than Five Hundred Thousand Dollars (\$500,000), then, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if the estimate costs of repair is valued at more than Five Hundred Thousand Dollars (\$500,000), if Landlord so elects, then upon notice given not later than 30 days after such casualty, either party may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to Tenant. If the repair of the damage to the Leased Premises is reasonably determined by an architect reasonably acceptable to the parties require more than 180 days (assuming work will be performed during normal working hours) to complete and the Tenant will be deprived of substantially all

beneficial use of the Leased Premises during that time, or such repair is not commenced within 60 days after the date of the casualty, then Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the Rent and Additional Rent paid in advance will be repaid to Tenant. Any such termination notice will be deemed null and void if Landlord cures the failure within a period of thirty (30) days thereafter. Until the Leased Premises are restored by Landlord, there will be an equitable abatement of Rent and Additional Rent and all other expenses (taxes, utilities, etc.) payable by the Tenant.

**14. Indemnification.**

Landlord shall indemnify, defend and hold Tenant harmless from, against and in respect of any and all damage, loss, cost, expense and all other claims whatsoever arising from Landlord's ownership, use or occupancy of the Building, Land or Leased Premises (including reasonable attorneys' fees) which Tenant may sustain, or to which Tenant may be subjected, by reason of (a) any inaccuracy in or breach of any of Landlord's representations and warranties contained in this Lease or in any document delivered in connection herewith; (b) damage to property or injury to Persons including death resulting or arising from any accident or other occurrence on or about the Leased Premises, Land or Building which is the result of the negligent act(s) or omission(s) of the Landlord; and (c) any act or omission of Landlord including any of Landlord's contractors, licensees, invitees, customers, agents, servants, or employees, which constitutes a breach or default under, or other failure to perform, satisfy or discharge any of Landlord's covenants or agreements under the Lease; and Landlord shall also defend Tenant against and exonerate Tenant from any claim, charges, suits or other proceedings seeking to impose such party, or which may result in the imposition upon such party of, any such damage, loss, cost or expense.

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

**15. Condemnation.**

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

**16. Assignments and Subleases.**

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

**17. Default and Remedies.**

In the event of any default by Tenant in the performance or observance of any agreement or condition in this Lease contained on Tenant's part to be performed or observed, Landlord may give Tenant written notice specifying such default (provided, however, no notice shall be required to be given

to Tenant as to its failure to pay Rent or Additional Rent) and, if Landlord shall do so, then Tenant shall have 30 days in which to cure any such default; provided, however, if such default is of a non-monetary nature and, although curable, cannot reasonably be cured within 30 days, Tenant shall not be in default if Tenant commences to cure such default within the aforesaid thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event that Tenant shall remain in default following the foregoing cure period, then, notwithstanding any license or waiver of any former breach of covenant in a former instance, it shall be lawful for Landlord thereupon or at any time thereafter, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), without waiver or prejudice, however, to the Landlord's claims for Rent and Additional Rent then due and thereafter due for the period that would have constituted the balance of the Term but for such termination. Landlord may also assert all other claims for breach of covenant hereunder and may exercise all other rights and remedies available hereunder and at law and in equity. Landlord shall, however, have an affirmative duty to use reasonable efforts to mitigate its damages.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on Landlord's part to be performed or observed and shall not cure such default within 30 days after notice thereof from Tenant (or if such default, although curable, cannot reasonably be cured within 30 days, if Landlord shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), Tenant shall have the option, but not the obligation, and without waiving any claim for damage, or any other right or remedy of Tenant, in law or in equity or otherwise available under this Lease, at any time thereafter give written notice to Landlord that if efforts to cure such default are not commenced within 5 business days and thereafter diligently prosecuted to completion, Tenant will be entitled to cure the default on Landlord's behalf. If Tenant cures Landlord's default at its own expense, the Tenant shall be entitled to reimbursement of all reasonable documented cost of such cure from Landlord and may deduct said costs from the rent due under this lease.

Without limiting any and all other rights available to Tenant at law or equity, Tenant shall have the rights provided to it under the Applicable Rules and Regulations.

#### **18. Landlord Access; Secure Areas**

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

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

#### **19. Surrender.**

At the expiration or sooner termination of this Lease, Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage or other matter which is the risk or obligation of Landlord. Upon surrender, the Tenant is not responsible

for the removal of any cabling that has been installed in the demised premises. If Tenant remains in possession of the Leased Premises after the expiration of the Term and continues to pay rent without any express agreement as to holding over, Landlord's acceptance of rent will be deemed an acknowledgment of Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the Term hereof

**20. Quiet Enjoyment.**

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

**21. Signs.**

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

**22. Tenant's Early Termination Right**

Tenant shall have the right to cancel the Lease in its entirety by giving not less than twelve (12) months prior written notice (the "**Cancellation Notice**") to Landlord at any time after the first twelve (12) months of the Lease Term in the event that: (a) Tenant reasonably determines that sufficient state and/or federal funding does not or will not exist, nor will be available to Tenant, so as to permit Tenant to meet and make payments specified in this Lease; or (b) due to insufficient State and/or federal funding, the State of Rhode Island reasonably determines that it is necessary to consolidate any or all of the offices of the departments or agencies occupying eighty percent (80%) or more of the Leased Premises into centralized or regional locations owned by the State or any of its agencies. Tenant shall vacate the Leased Premises on the date specified in Tenant's Cancellation Notice, and the Term shall then end.

**23. Waivers.**

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

**24. Notices.**

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

If to Landlord:  
The Council for Postsecondary Education  
560 Jefferson Blvd  
Warwick, RI 02886  
Attn: Commissioner Purcell

With copy to:  
Rhode Island State Properties Committee  
One Capital Hill  
Providence, RI 02903  
Attn: Chairperson of State Properties Committee

If to Tenant (required copy to both):

Department of Veterans Affairs  
Suite 206  
560 Jefferson Blvd  
Warwick, RI 02886

With copy to:  
Rhode Island State Properties Committee  
One Capital Hill  
Providence, RI 02903  
Attn: Chairperson of State Properties Committee

**25. Governing Law.**

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

**26. Successors and Assigns.**

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

**27. Entire Agreement.**

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

**28. Tenant's Estoppel Certificate.**

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

~~29. Non-Disturbance Agreement; Memorandum of Lease.~~

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

**30. Parking.**

Landlord shall provide the required Parking Spaces at no additional cost.

**31. Hazardous Substances.**

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

**32. Miscellaneous.**

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

**[Remainder of Page Intentionally Blank]**

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

LANDLORD:  
Rhode Island Council for Postsecondary Education

By: \_\_\_\_\_  
Name: William Foulkes  
Title: Chair

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In Providence, on \_\_\_\_\_, before me personally appeared William Foulkes, Chair of The Council for Postsecondary Education \_\_\_\_\_, to me known and known by me to be the party executing the foregoing instrument on behalf of said Council for Postsecondary Education and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of the Council for Postsecondary Education.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

TENANT:  
  
State of Rhode Island and Providence Plantations, acting through the Department of \_\_\_\_\_

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

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In Providence, on \_\_\_\_\_, before me personally appeared \_\_\_\_\_ of the Rhode Island Department of \_\_\_\_\_, to me known and known by me to be the party executing the foregoing instrument on behalf of said the Department of \_\_\_\_\_, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Department of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to terms and Conditions:

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Chairman, State Properties Commission

Approved as to Form:

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Attorney General

Approved as to Substance:

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Director of Department of Administration

Approved:

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Public Member, State Properties Committee