

EXECUTION COPY

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") made and entered into as of this 1st day of November, 1991, by and between the State of Rhode Island and Providence Plantations (the "State"), and the Rhode Island Convention Center Authority (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority, as lessor, and the State, as lessee, have entered into the Lease and Agreement dated as of November 1, 1991 (the "Agreement") providing for the lease of the Project, as defined in the Agreement, located on the Leased Land described in Exhibit A hereto; and

WHEREAS, the State wishes to sublease to the Authority and the Authority wishes to sublease from the State, the Project, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the rent to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties hereto, as follows:

Section 1. Certain Defined Terms. In addition to the terms defined elsewhere in this Sublease, capitalized terms shall have the meanings ascribed thereto in the Agreement.

Section 2. Lease of Facilities. The State hereby demises, rents, leases and lets to the Authority, and the Authority hereby leases and hires from the State, the Project in accordance with the provisions of this Sublease, to have and to hold for the lease term as described in Section 3 below. The Authority is hereby entitled to any rents and profits generated by the Project.

Section 3. Term. This Sublease is effective as of the date first above written and will terminate immediately prior to the date the Agreement is terminated pursuant to the terms thereof.

Section 4. Rent. The Authority agrees to pay to the State during the lease term the sum of \$1 per year. Such rent is payable initially on the effective date of this Sublease, and thereafter on the first day of July of each year. The State and the Authority shall be responsible for all taxes, insurance, utilities, maintenance and, in general, all matters

relating to the operation and maintenance of the Project to the same extent and in the manner allocated between such parties in the Agreement.

Section 5. Events of Default. The term "Event of Default", as used herein, means the occurrence of an "event of default", as described in the Agreement, or the occurrence of any default hereunder.

Section 6. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, the Authority or the State, as applicable, may, at their option, exercise any one or more of the following remedies: (a) cancel this Sublease, (b) bring suit hereunder or (c) exercise any other remedies available at law or in equity.

Section 7. Partial Release of Project. In the event of the sale or exchange of any property or facility constituting a portion of the Project as permitted by Section 6.9 of the Agreement, the Authority and the State shall execute and deliver such agreements and instruments as are necessary or appropriate to release such portion of the Project from the provisions of this Sublease and to convey title thereto to the State or such person as the State may designate.

Section 8. Subordination and Attornment. This Sublease shall be subordinate to the lien of the Open-End Mortgage Deed dated as of November 1, 1991 from the Authority to the Trustee, as amended from time to time, and the Authority covenants that in the event of any sale of the Project, or any portion thereof, through foreclosure, the Authority will, upon ten (10) days' written notice from the purchaser of the Project (or the purchaser's assignee) given within thirty (30) days after the sale thereof, attorn to such purchaser or the purchaser's assignee as the direct tenant of such purchaser or the purchaser's assignee.

Section 9. Amendments. This Sublease shall inure to and bind the successors and assigns of the parties hereto. This Sublease and any provision hereof may be amended or modified in writing signed by the Authority and the State.

Section 10. Notices. All notices to be given under this Sublease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth below or at such address as the party may provide in writing from time to time.

If to the Authority:

Rhode Island Convention Center Authority  
15 LaSalle Square  
Providence, Rhode Island 02903-1814  
Attention: Executive Director

If to the State:

State of Rhode Island and Providence Plantations  
One Capitol Hill  
Providence, Rhode Island 02903  
Attention: Director of Administration

Section 9. Governing Law. This Sublease shall be construed in accordance with and governed by the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by the Governor of the State and the Authority has caused this instrument to be signed by its Vice Chairman and its seal affixed hereto all as of the day and year first above written.

STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

By:  \_\_\_\_\_

Bruce G. Sundlun  
Governor

[SEAL]

WITNESS:

RHODE ISLAND CONVENTION CENTER  
AUTHORITY

By: \_\_\_\_\_

Louis A. Fazzano  
Vice Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Bruce G. Sundlun, whose name as Governor of the State

If to the Authority:

Rhode Island Convention Center Authority  
15 LaSalle Square  
Providence, Rhode Island 02903-1814  
Attention: Executive Director

If to the State:

State of Rhode Island and Providence Plantations  
One Capitol Hill  
Providence, Rhode Island 02903  
Attention: Director of Administration

Section 9. Governing Law. This Sublease shall be construed in accordance with and governed by the laws of the State.

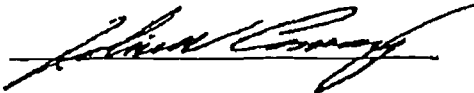
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by the Governor of the State and the Authority has caused this instrument to be signed by its Vice Chairman and its seal affixed hereto all as of the day and year first above written.

STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

By: \_\_\_\_\_  
Bruce G. Sundlun  
Governor

[SEAL]

WITNESS:



RHODE ISLAND CONVENTION CENTER  
AUTHORITY

By: \_\_\_\_\_  
Louis A. Fazzano  
Vice Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Bruce G. Sundlun, whose name as Governor of the State

of Rhode Island and Providence Plantations is signed to the foregoing Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the State of Rhode Island and Providence Plantations.

Given under my hand and seal of office this 20<sup>th</sup> day of November, 1991.

  
Notary Public

My Commission Expires: 6/30/93

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Louis A. Fazzano, whose name as Vice Chairman of the Rhode Island Convention Center Authority is signed to the foregoing Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of Rhode Island Convention Center Authority.

Given under my hand and seal of office this            day of November, 1991.

\_\_\_\_\_  
Notary Public

My Commission Expires:

of Rhode Island and Providence Plantations is signed to the foregoing Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the State of Rhode Island and Providence Plantations.

Given under my hand and seal of office this            day of  
November, 1991.

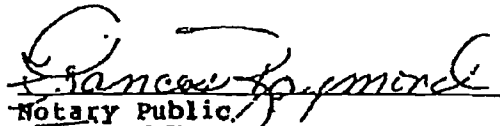
\_\_\_\_\_  
Notary Public

My Commission Expires:

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

I the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Louis A. Fazzano, whose name as Vice Chairman of the Rhode Island Convention Center Authority is signed to the foregoing Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of Rhode Island Convention Center Authority.

Given under my hand and seal of office this 19<sup>th</sup> day of  
November, 1991.

  
Notary Public

My Commission Expires:

Francis Raymond

My Commission Expires June 30 1992

## FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (the "Amendment") dated as of July 1, 1993 by and between the State of Rhode Island and Providence Plantations (the "State") and the Rhode Island Convention Center Authority (the "Authority"):

### W I T N E S S E T H :

WHEREAS, the Authority, as Lessor and the State, as Lessee, have entered into the Lease and Agreement dated as of November 1, 1991, as amended as of July 1, 1993, providing for the lease of the Project, as defined therein, located on the Leased Land described therein; and

WHEREAS, the State, as sublessor, and the Authority, as sublessee have entered into a Sublease Agreement dated as of November 1, 1991 (the "Sublease"); and

WHEREAS, the State and the Authority wish to amend the Sublease to modify the definition of "Agreement" therein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The second paragraph of page 1 of the Sublease is hereby amended by adding the phrase ", as amended by the First Amendment to Lease and Agreement dated as of July 1, 1993 and as may be further amended from time to time" after "November 1, 1991" therein.

Section 2. (a) Except as expressly amended hereby, the terms of the Sublease remain in full force and effect.

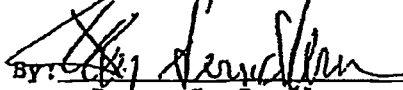
(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by the Governor of the

State and the Authority has caused this instrument to be signed by its Vice Chairman and its seal affixed hereto all as of the day and year first above written.

STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

By:   
Bruce G. Sundlun  
Governor

[SEAL]

RHODE ISLAND CONVENTION CENTER  
AUTHORITY

WITNESS:

By: \_\_\_\_\_  
Louis A. Fazzano  
Vice Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Bruce G. Sundlun, whose name as Governor of the State of Rhode Island and Providence Plantations is signed to the foregoing First Amendment to Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said First Amendment to Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the State of Rhode Island and Providence Plantations.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 1993.

  
Notary Public

My Commission Expires: 6-26-95



State and the Authority has caused this instrument to be signed by its Vice Chairman and its seal affixed hereto all as of the day and year first above written.

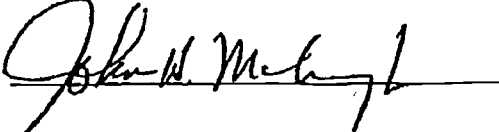
STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

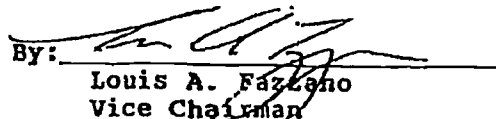
By: \_\_\_\_\_  
Bruce G. Sundlun  
Governor

[SEAL]

RHODE ISLAND CONVENTION CENTER  
AUTHORITY

WITNESS:



By:   
Louis A. Fazzano  
Vice Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Bruce G. Sundlun, whose name as Governor of the State of Rhode Island and Providence Plantations is signed to the foregoing First Amendment to Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said First Amendment to Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the State of Rhode Island and Providence Plantations.

Given under my hand and seal of office this      day of July, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Louis A. Fazzano, whose name as Vice Chairman of the Rhode Island Convention Center Authority is signed to the foregoing First Amendment to Sublease Agreement and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said First Amendment to Sublease Agreement he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of Rhode Island Convention Center Authority.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 1993.

Margaret R. Hayes-Cote  
Notary Public Margaret R. Hayes-Cote

My Commission Expires: 8/1/93

**SECOND AMENDMENT  
TO SUBLEASE AGREEMENT**

THIS SECOND AMENDMENT TO SUBLEASE AGREEMENT (the "Amendment") dated as of April 19, 2005 by and between the State of Rhode Island and Providence Plantations (the "State") acting by and through the Rhode Island Department of Administration, and the Rhode Island Convention Center Authority (the "Authority").

**W I T N E S S E T H:**

WHEREAS, the Authority, as Lessor and the State, as Lessee, have entered into the Lease and Agreement dated as of November 1, 1991, as amended (the "Agreement"), providing for the lease of the Project, as defined therein, located on the Leased Land described therein; and

WHEREAS, the State, as sublessor, and the Authority, as sublessee have entered into a Sublease Agreement Dated as of November 1, 1991, as amended (the "Sublease"); and

WHEREAS, contemporaneously herewith the State and the Authority entered into a Second Amendment to the Agreement to enable the Authority to sell the hotel/office building, the building's related furnishings and equipment, and adjacent vacant parcel of land, all of which are part of the Project leased under the Agreement and subleased under this Sublease; and

WHEREAS, the State and the Authority wish to amend the Sublease to acknowledge the changes made to the Agreement by its Second Amendment and to conform the property leased by the Authority to the State in the Sublease to that leased by the State to the Authority in the Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Section 1.** The parties to the Sublease hereby agree to the Agreement's amendment of the definition of "Facilities" and the amendment of Exhibit A to the Agreement to release from the Agreement's coverage and the coverage of this Sublease the real estate described in Schedule 1 thereto and hereto and the hotel/office building's related furnishings and equipment.

**Section 2.** The parties to the Sublease hereby agree to the further amendment of Exhibit A to the Agreement by the insertion of the following language at the end of Exhibit A:

Together with the benefits to the Rhode Island Convention Center Authority contained in that certain Reciprocal Easement Agreement by and between the Rhode Island Convention Center Authority and PRI XVIII, L.P. dated April 26, 2005, and to be recorded simultaneously herewith.

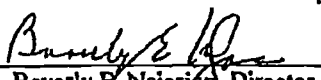
**Section 3.** (a) Except as expressly amended hereby, the terms of the Sublease remain in full force and effect.

(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by the Director of the Rhode Island Department of Administration and the Authority has caused this instrument to be signed by its Chairman and its seal affixed hereto all as of the day and year first above written.

STATE OF RHODE ISLAND  
PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION

By:   
Beverly E. Najarian, Director

(SEAL)

RHODE ISLAND CONVENTION  
CENTER AUTHORITY

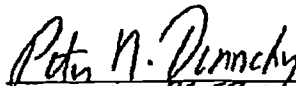
WITNESS:

  
Thomas P. McQuarrie

By:   
David A. Duffy  
Chairman

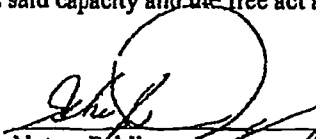
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this 19th day of April, 2005, before me personally appeared Beverly E. Najarian, to me known and known by me to be the Director of the Rhode Island Department of Administration and the party for and on behalf of the State of Rhode Island and Providence Plantations who executed the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed individually and in her said capacity and the free act and deed of the State of Rhode Island and Providence Plantations.

  
Notary Public 155512 P. 057705111  
My Commission Expires: 2/12/06

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 18 day of April, 2005, before me personally appeared David A. Duffy, to me known and known by me to be the Chairman of the Rhode Island Convention Center Authority, and the party executing the foregoing instrument for and on behalf of the Rhode Island Convention Center Authority, who acknowledged said instrument by him so executed to be his free act and deed individually and in his said capacity and the free act and deed of the Rhode Island Convention Center Authority.

  
Notary Public Theodore F. Azyle  
My Commission Expires: 9/9/05  
# 12721

Approved this 18 day of April, 2005, by the State Properties Committee.

APPROVED AS TO TERMS & CONDITIONS:

By:   
Chairman

APPROVED AS TO FORM:

By:   
for Attorney General

APPROVED AS TO SUBSTANCE:

By:   
Director of Administration

APPROVED:

By:   
Public Member

## **SCHEDULE I**

### **Parcel One**

That certain parcel of land in Providence, Rhode Island on the northerly side of West Exchange Street, Shown as New Lot 133 on the plan entitled "SUBDIVISION PLAN OF LAND IN PROVIDENCE, RHODE ISLAND ASSESSOR'S PLAT 19 LOTS 132 & 133" PREPARED FOR: RHODE ISLAND CONVENTION CENTER AUTHORITY ONE WEST EXCHANGE STREET PROVIDENCE, R.I. 02903 401-351-4295; PREPARED BY: Vanasse Hangen Brustlin, Inc. Transportation, Land Development, Environmental Services 530 Broadway Providence, R.I. 02909 401/272-8100; DATE: MARCH 23, 2005; SCALE: 1 INCH = 50 FT.; SHEET 1 OF 1", recorded prior hereto, beginning at the southwesterly corner of the herein described parcel.

Thence: bounded westerly by New Lot 132 on above mentioned subdivision plan; N01°59'59"W one hundred ninety nine and 51/100 (199.51') feet to a point.

Thence: in the southerly line of The Civic Center Interchange as shown on Rhode Island Highway Plat No. 1989B, N88°12'54"E five and 80/100 (5.80') feet to a point.

Thence: in the southerly line of The Civic Center Interchange as shown on said Rhode Island Highway Plat No. 1989B, N86°55'58"E one hundred seventy five and 54/100 (175.54') feet to a point of non tangent curvature.

Thence: in the southerly line of The Civic Center Interchange as shown on said Rhode Island Highway Plat No. 1989B, on a non tangent curve to the left having a radius of 1,283.00' and an arc length of eighty two and 03/100 (82.03') feet to a point. Said curve has a chord of 82.02' bearing N78°37'03"E.

Thence: in the southerly line of The Civic Center Interchange, as shown on Rhode Island Highway Plat No. 2526, N88°00'31"E five and 83/100 (5.83') feet to a point.

Thence: bounded easterly by land now or formerly of Rhode Island Convention Center Authority, S02°00'03"E one hundred thirty eight and 42/100 (138.42') feet to a point.

Thence: bounded easterly by land now or formerly of Rhode Island Convention Center land, S17°49'41"E eighty and 77/100 (80.77') feet to a point in the northerly line of West Exchange Street.

Thence: in the northerly line of West Exchange Street, S87°59'57"W two hundred ninety and 10/100 (290.10') feet to the point of beginning.

Containing: 55,485 square feet or 1.27377 acres more or less.

Parcel Two

That certain parcel of land in Providence, Rhode Island on the westerly side of Francis Street and the northerly side of West Exchange Street being shown as "OFFICE TOWER PARCEL FUTURE" on that plan entitled "Rhode Island Convention Center Complex, Providence, Rhode Island; Issued for Client Review; North Parcel Subdivision of Land; Drawing No. C-2; Sheet 2 of 7; Scale 1"= 40'; Dated July 14, 1993; Rev. A No Revision 12/20/93" recorded in Plan Book 53 Page 42 in the Land Evidence Records of the City Of Providence, Rhode Island. Said Parcel having been modified by a taking for Highway purposes, as shown on Rhode Island Highway Plat No. 2526 as Parcel 4-A. Beginning at the southerly corner of the herein described premises.

Thence: bounded westerly by land now or formerly of Rhode Island Convention Center Authority, N17°49'41"W eighty and 77/100 (80.77') feet to a point.

Thence: bounded westerly by said Rhode Island Convention Center Authority land, N02°00'03"W one hundred thirty eight and 42/100 (138.42') feet to a point in the southerly line of The Civic Center Interchange.

Thence: in the southerly line of The Civic Center Interchange, as shown on Rhode Island Highway Plat No. 2526, N87°59'44"E sixty six and 58/100 (66.58') feet to a point in the westerly street line of Francis Street.

Thence: in the westerly line of Francis Street, S24°51'28"E one hundred eight nine and 13/100 (189.13') feet to a point of non tangent curvature.

Thence: in the westerly line of Francis Street, returning into the northerly line of West Exchange Street on a curve to the right, having a radius of 21.50' and an arc length of eighteen and 81/100 (18.81') feet to a point of tangency. Said curve has a chord length of 18.21' bearing S40°04'47"W.

Thence: in the northerly line West Exchange Street, S65°08'32"W seventy two and 93/100 (72.93') feet to a point.

Thence: in the northerly line West Exchange Street, S87°59'57"W thirty eight and 60/100 (38.60') feet to the point of beginning.

Containing 21,654 square feet or 0.49710 acres more or less.

Together with all buildings and improvements on the above described parcels, specifically excluding however, and not part of the above described parcels, the Authority's reservation of the Authority's Convention Center Connector Bridge, including, but not limited to, the Bridge's structural frame, its covering, supports, columns, architectural components, and interface components, all of which encroach upon the above described Parcel One, such to be considered part of the Authority's remaining real estate.

TRUE COPY  
RECORDED & INDEXED  
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RECEIVED IN RECORD

ATTEST

*Harold A. Thoney*  
Recorder of Deeds