

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE, hereinafter called the "LEASE", entered into this ____ day of _____, 2026, by and between the STATE OF RHODE ISLAND, acting by and through the Director of the DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, party of the first part, hereinafter called the "LESSOR", and _____, a _____, located at _____, party of the second part, hereinafter called the "LESSEE".

The expressions LESSOR and LESSEE wherever hereinafter used in this LEASE shall be construed as including and referring to the parties hereto and their respective heirs and assigns, wherever such construction is required or consistent with the provisions of this LEASE; and all covenants, agreements, conditions, rights, powers and provisions hereinafter contained on the part of the respective parties hereto shall extend to and be binding upon their respective successors and assigns.

WITNESSETH

WHEREAS, the LESSOR does hereby demise and lease the existing towers and portions of that parcel of land consisting of the fenced areas and other appurtenances located at 193 West Wrentham Road, Cumberland, State of Rhode Island, designated as a AP 60 Lot 27, referred to as the "Premises", which Premises are more particularly described and delineated in Exhibit "A" attached hereto and made a part of hereof.

NOW THEREFORE in consideration of the leasing of said Premises, with all rights, privileges, or preferential use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for and during the term commencing January 1, 2027, and terminating December 31, 2046, with one (1) option to renew upon the following covenants and conditions:

1) USE OF THE LEASED PREMISES

The LESSEE shall use the Premises for the tower space and maintenance of antennas and satellite systems. Any use by the LESSEE of the Premises shall at all times be consistent with all of the terms and conditions of this LEASE. The Premises may not be used for any other purpose unless said other use is approved in writing by the LESSOR. It is the intention of the LESSOR and the LESSEE in carrying out their respective functions and responsibilities under this LEASE to work toward enhancement of their mutual goals and interests in natural resource protection. Failure to comply with the terms and conditions of this section shall be grounds for termination of this LEASE.

- a) LESSEE shall have use of the Premises for LESSEE'S antennas and satellite systems on the existing tower, and the maintenance of LESSEE'S equipment.

- b) LESSEE shall have sufficient space in the interior and exterior of the existing shelter structure to house LESSEE'S transmitter/receiver base stations, together with LESSEE'S right to, at its own expense, to secure such space.
- c) LESSEE will have the right to access the Premises, twenty-four (24) hours a day, seven (7) days a week as may be required to operate, maintain, repair, replace, protect, or secure LESSEE's equipment and otherwise exercise the rights granted herein.
- d) LESSEE will use the Premises to house, maintain, operate, and repair LESSEE's equipment. LESSEE will have the right to remove or substitute equipment should the need arise, provided LESSEE pays all costs associated therewith.
- e) LESSEE will provide LESSOR with a key so LESSOR may access the Premises in the case of an emergency.
- f) LESSEE is solely responsible for any and all of the LESSEE's personal property on the Premises.
- g) In the event that there is damage to the tower it shall be repaired at the sole discretion of the LESSOR.
- h) LESSEE shall maintain good standing with the Rhode Island Secretary of State.

2) RENT

The LESSEE shall pay unto the LESSOR an annual rental fee of _____ for each and every year of this LEASE, payable to the Department of Environmental Management, State of Rhode Island, and sent to the Division of Agriculture and Forest Environment, 235 Promenade Street, Providence, RI 02908. The LESSEE, paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said Premises and appurtenances during the term of this LEASE without any lawful let or hindrances by the LESSOR, or any person claiming, by, through, or under it.

3) PRIOR TERMINATION

- a) If, during the term of this LEASE, the LESSOR determines that the Premises, or any part thereof, are desired by the LESSOR for an alternate public use, and upon written notice given six (6) months in advance by the LESSOR to the LESSEE to vacate, this LEASE shall be terminated and thereupon declared at an end.
- b) In the event the LESSEE shall fail to comply with and to perform all the covenants and agreements contained in this LEASE, including but not limited to rental payments, and such failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at liberty to enter upon and take immediate possession of the Premises and declare this LEASE terminated.
- c) The LESSOR shall have the right to terminate this LEASE.

4) BUILDING ERECTION, REPAIRS & ALTERATIONS

No building or other structure shall be erected or installed on the Premises.

5) ACCESS

LESSEE shall not block any access road/fire lane/parking area/trailhead/park entrance/etc. adjacent to the Premises, nor shall it permit its agents, servants, invitees, or visitors to block said access road/fire lane/parking area/trailhead/park entrance/etc. with trucks or other vehicles, or in any other manner

6) PARKING

LESSEE shall park all vehicles for its employees, agents, servants, and/or guests in the properly established parking areas designated upon the Premises by the LESSOR.

7) FAILURE TO REMOVE PROPERTY FIXTURES

If upon termination of this LEASE under any of the provisions hereof, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within six (6) months after such termination, moving out, dispossession, or expiration, all its furniture, trade fixtures, machinery, and equipment or other personal property, and any and all of its building existing or hereafter erected by the LESSEE on the Premises, such remaining furniture, trade fixtures, machinery and equipment or other personal property and buildings shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR. This paragraph shall not apply to any property of the LESSOR, or any permanent structures constructed on the Premises.

8) ASSIGNMENT AND SUBLETTING

- a) The LESSEE shall not assign this LEASE.
- b) The LESSEE may sublet a portion or portions of the Premises only with prior written approval from the LESSOR.
- c) Any sublessee is required to conform to the same standards of operation as outlined in Section 1 “USE OF THE LEASED PREMISES” of this LEASE and must maintain insurance in addition to LESSEE consistent with Section 11 “INSURANCE” of this LEASE.

9) UTILITIES

LESSEE agrees to pay when due the cost of all electric services for the Premises.

10) MAINTENANCE OF THE PREMISES

The LESSEE shall keep the Premises clean and in good repair during the term of this LEASE, and maintain structural systems as necessary to maintain compliance with fire and building safety codes, damage by fire and other unavoidable casualty excepted, LESSEE shall also keep the Premises fenced and secure at all times, provided that the expiration or sooner termination thereof,

the LESSEE will peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted. The LESSEE shall be responsible for maintaining the grounds surrounding the Premises including lawn and shrubbery maintenance and snow and ice removal. LESSEE shall keep the Premises and free and clear of litter and debris and perform routine preventative maintenance as necessary. During the LEASE period LESSOR shall assume no responsibility for repair or maintenance of the Premises. The LESSEE shall be responsible for and repair, at its own expense, all damage, caused by LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitees, or visitors, to the buildings and other appurtenances including those owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may at all reasonable times enter to view and inspect the Premises and any building, structure or other appurtenance thereon, and to order such repairs as may be considered reasonably necessary.

11) INSURANCE

- a) **Liability:** The LESSEE shall obtain and maintain throughout the operation of this LEASE, comprehensive general liability insurance running to the benefit of both the LESSOR and the LESSEE for bodily injuries including death in the sum of ONE MILLION (\$1,000,000.00) DOLLARS for any one individual and ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for property damage. The aggregate comprehensive general liability coverage is to be in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS. The minimum amounts of such general liability insurance and terms thereof to be in effect for each year during the term of this LEASE shall be fixed by the Director of DEM.
- b) **Personal Property:** The LESSEE shall obtain and maintain throughout the operation of this LEASE, personal property insurance for all personal property on the Premises. LESSOR assumes no responsibility for personal property of the LESSEE on the Premises.
- c) **Worker's Compensation:** Unless exempted by the State of Rhode Island, the LESSEE shall obtain workers' compensation insurance coverage in a minimum amount of ONE HUNDRED AND FIFTY THOUSAND (\$150,000.00) DOLLARS per occurrence, ONE HUNDRED AND FIFTY THOUSAND (\$150,000.00) DOLLARS for disease or policy limit, and ONE HUNDRED AND FIFTY THOUSAND (\$150,000.00) DOLLARS for each employee. The worker's compensation insurance policy must include a waiver of subrogation in favor of the State of Rhode Island and DEM.
- d) **Auto:** If LESSEE or its or their agents drive vehicles they own or rent onto Premises for purposes of this LEASE, then the LESSEE must provide evidence of comprehensive auto liability insurance with a combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS. Coverage may be a combination of primary and excess (umbrella) liability insurance. This insurance shall cover owned or hired vehicles.
- e) **Certificates:** LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term

of this LEASE and annually on or before January 1st of each year of this LEASE and as LESSOR may otherwise reasonably request. Regarding the insurance policies mentioned above, with the exception of workers' compensation, said certificates shall name the State of Rhode Island and DEM as additional insureds on a primary and non-contributory basis with a waiver of subrogation in favor of the State of Rhode Island and DEM. As regards workers' compensation, there shall be a waiver of subrogation in favor of the State of Rhode Island and DEM. These insurance policies shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

- f) LESSOR (or the respective successors in their functions) reserve the right to adjust required insurance amounts within reason at any time during the term of this Lease.

12) TAXES

All real estate and other taxes legally assessed against property of the LESSEE on the Premises shall be paid by the LESSEE during the term of this LEASE.

13) LIENS

Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE including any and all of its buildings or other structures existing or hereafter erected by the LESSEE on the Premises, to secure the payment of all rent due or to become due under the provisions of this LEASE, as well as the payment and performance of any and all other obligations of the LESSEE in the LEASE contained.

14) OPTION TO RENEW LEASE

The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option to renew this LEASE for a further one (1) term of ten (10) years, commencing January 1, 2037, and terminating December 31, 2046. upon the same terms and conditions as are herein contained, except that the amount of annual rent, the minimum insurance requirements, and minimum liability insurance to be in effect for each term of any extended period shall be fixed by the Director of the Department of Environmental Management (or the respective successors in their functions).

The LESSEE, in order to exercise such option, must have given notice in writing by certified mail to the LESSOR at least six (6) months before the expiration date of this LEASE, of intention to take up such option. LESSEE shall have the right to exercise any one or more of such options at any one time.

15) NOTICES

All notices required to be given by the LESSEE to the LESSOR shall be in writing and be addressed to the Director of the Department of Environmental Management, 235 Promenade

Street, Providence, RI 02908 and to the Chief of the Division of Agriculture and Forest Environment, 235 Promenade Street, Providence, RI 02908, and any notices from the LESSOR to the LESSEE shall be addressed to _____ or to such other addresses as the parties hereto may respectively designate by notice in writing.

16) INDEMNITY

LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, and their respective department, its agents, servants, and employees against and from:

- a) any and all penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors;
- b) any and all claims, including bodily injury and death, loss, costs, damage or expenses including attorneys' fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitees, or visitors;
- c) any and all claims, including bodily injury and death, loss, costs, damage or expenses, including attorneys' fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this LEASE.

17) MAINTAINING CORPORATE STATUS

LESSEE shall comply with all laws, rules and regulations that apply to operating a business in Rhode Island, including but not limited to registering with the Rhode Island Secretary of State and remaining "in good standing" throughout the LEASE term and any renewal thereof. The requirements of this section shall be integral to this LEASE and LESSEE's failure to comply with this section shall be deemed a material breach of this LEASE and default pursuant to Section 3.

18) NON-WAIVER

The failure of the LESSOR 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 the LESSOR herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option, the receipt by the LESSOR of rent with knowledge of the breach of any term, condition, or agreement will not be deemed to be a waiver of such breach. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by the law or by the terms of this LEASE will not in any way affect the operation of such notice.

19) APPLICABLE LAW

The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State and Local Governments and LESSOR. This LEASE shall be construed and interpreted according to the laws, statutory, decisional and otherwise, of the State of Rhode Island.

20) HOLDING OVER

Should LESSEE hold possession hereunder after the expiration of the LEASE term, LESSEE shall become a tenant on a month-to-month basis upon all terms, covenants and conditions herein specified except as to the option to renew.

21) ENTIRE LEASE

This LEASE sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, arrangements, and understandings between the parties.

22) SUBORDINATION

This LEASE is subject and subordinate to any leases, covenants, licenses, easements, and agreements which may now affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

23) APPROVAL

This LEASE shall be effective only subsequent to its approval by the State Properties Committee as designated below.

IN WITNESS WHEREOF, THE STATE OF RHODE ISLAND has caused these presents to be executed in its name and behalf by Terrence Gray, P.E., its Director of the Department of Environmental Management, hereunto duly authorized and _____, its _____ of _____, has caused these presents to be executed in its name and behalf hereunto duly authorized, each party signing counterparts the day and year first written above.

WITNESS:

LESSOR:

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT

By: _____

Terrence Gray, P.E., Director

WITNESS:

LESSEE:

By: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in said County and State, on the _____ day of _____, 2026, personally appeared before me Terrence Gray, P.E., the Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (as LESSOR), and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in said capacity, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

NOTARY STAMP HERE

Notary Public
My Commission expires: _____
ID #: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____ in said County and State, on the _____ day of _____, 2026, personally appeared before me _____, _____ of the _____, to me known and known by me to be the party executing the foregoing instrument for and on behalf of _____ (as LESSEE), and they acknowledged said instrument by them executed to be their free act and deed, their free act and deed in said capacity, and the free act and deed of _____.

NOTARY STAMP HERE

Notary Public
My Commission expires: _____
ID #: _____

STATE PROPERTIES COMMITTEE

Approved this _____ day of _____ 2026, by the State Properties Committee.

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Its: Chairperson

APPROVED AS TO FORM

By: _____
Its: Designee of the Attorney General

APPROVED AS TO SUBSTANCE:

By: _____
Its: Designee of the Director,
Department of Administration

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Member