REAL ESTATE LICENSE AGREEMENT

Between

THE UNIVERSITY OF RHODE ISLAND

UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES

And

TOMAQUAG INDIAN MEMORIAL MUSEUM

To construct, maintain and operate a Museum

On

Ministerial Road
South Kingstown, RI
REAL ESTATE LICENSE AGREEMENT

LICENSE AGREEMENT entered this 21st day of July, 2020 between the UNIVERSITY OF RHODE ISLAND, (the "University") by and through its governing board, the UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES (the "Board" or "Board of Trustees"), a Rhode Island public corporation established by Chapter 32, Title 16 of the General Laws of Rhode Island and successor-in-interest to the Rhode Island Council on Postsecondary Education, board of education and board of governors for higher education and the TOMAQUAG INDIAN MEMORIAL MUSEUM, with an address of 390 Summit Road, Exeter, RI 02822 ("Licensee"). All references to the "University" in this Agreement shall be construed to include both the University and Board unless it is clear from the context that it refers to the University or the Board individually.

WHEREAS, the Board is the owner of that certain parcel of land located at Ministerial Road, Town of South Kingstown, State of Rhode Island designated as AP 30, Lot 24 by the South Kingstown Tax Assessor, "Lot "); and

WHEREAS, a portion of said Lot, as more fully described on Exhibit A, and depicted on Exhibit B, attached hereto and made a part hereof, shall constitute and be the sole land and property of the Board that is subject to this license agreement (the “Licensed Premises”); and

WHEREAS, Licensee, intends to construct, own, maintain and operate certain commercial buildings on the Licensed Premises, as more fully described on Exhibit C attached hereto and made a part hereof, to be known as the “Tomaquag Indian Memorial Museum” and referred to herein as the “Tomaquag Museum.”; and

WHEREAS, the said Tomaquag Museum will be used and maintained on the Licensed Premises for the mutual benefit of the Licensee, the University and surrounding community at the University of Rhode Island as well as the general public; and

WHEREAS Licensee desires to obtain a license from the Board for the construction, ownership, operation and maintenance of the Tomaquag Museum and for the use, occupancy, and possession of the Licensed Premises for that purpose; and

WHEREAS, the Board has determined that the granting of such a license for that purpose is also in the best interest of the University of Rhode Island (the “University”);

NOW THEREFORE, in consideration of the above, the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

01.0 Term. This license agreement (“Agreement”) shall commence on the date of the final approval by the State Properties Committee as required by law (the “Commencement Date”) and shall continue thereafter until terminated by either party as provided herein. This license is coupled with the interest of the Licensee in the buildings and shall not be revoked or terminated except as expressly set forth in this Agreement.

02.0 Grant of License. The Board grants to Licensee, subject to the terms and conditions set forth herein, the right and license to construct and/or to own, improve, repair, maintain and operate upon the Licensed Premises the Tomaquag Museum for the mutual benefit of the Licensee, the University, the University community and the general public but for no other
purpose.

02.1 The construction of the Tomaquag Museum buildings (the “buildings”) shall take place in two (2) phases. Phase 1 shall consist of 2 buildings identified on Exhibit C as the Museum Building and Education Building and shall constitute the primary museum buildings essential to the operation of the Tomaquag Museum. Phase 2 shall consist of 2 buildings identified on Exhibit C as the Research Center and IEN Building and shall constitute the secondary museum buildings that are not essential to the operation of the Tomaquag Museum and considered optional and dependent upon sufficient funding.

03.0 Incidental Use of Buildings. Licensee shall have the right, from time to time, to rent out or permit different rooms in the buildings to be used by different groups or entities to conduct lectures, classes, seminars, workshops and the like that are consistent with the fundamental mission and objectives of the Tomaquag Museum. Any use of the buildings or any room or part thereof, that will be for a period greater than three (3) consecutive days shall require the written consent and approval of the University.

04.0 Maintenance and Repairs. Licensee shall keep and maintain the Licensed Premises neat, clean and in good order, condition and repair, including without limitation, snowplowing and sanding of roads, driveways and parking lots, grass cutting and trash removal. Licensee shall also keep and maintain the buildings neat, clean, free of graffiti and in good order, condition and repair, including without limitation, the structural integrity, roof, plumbing, electrical, heating, air conditioning, similar mechanical systems, normal wear and tear excepted, and shall further keep, maintain and operate the buildings in full compliance with applicable laws, rules, regulations, ordinances and codes, including without limitation, applicable building codes, fire codes and handicap accessibility requirements, as well as applicable University policies and regulations.

05.0 Inspections and Deficiencies. The Licensed Premises and the buildings shall be subject to inspection by the University, who will be escorted by a representative from the Museum provided one is made available, in accordance with the building and maintenance inspection schedules of the University or as otherwise determined by the University in its sole discretion. The University shall have the right to access the Licensed Premises and enter the buildings for that purpose and, in the absence of an emergency as reasonably determined by the University, upon reasonable notice to the Licensee. Licensee shall be responsible to promptly correct any deficiencies, including violations of its obligations set forth in Section 04.0 of this License Agreement, uncovered during such inspections or as otherwise discovered by the University, and will present to the University for written approval a written schedule or plan to complete the corrective work within thirty (30) days from the date the University provides Licensee with notice of the deficiencies unless some other period to complete the corrective work has been approved or reasonably required by the University in writing. In such event, the procedures set forth in Sections 06.0 – 06.4 of this License Agreement shall apply to the approval and performance of the corrective work. In the event of the failure or refusal of Licensee to correct the said deficiencies as required herein, the University shall have the right, but not the obligation, to perform or contract the corrective work and invoice the Licensee for all costs and expenses incurred for the corrective work which shall be due and payable within thirty (30) days from the date of invoice. In addition, but subject and subordinate to the rights of an approved secured creditor or lender, the University may direct that the membership fees paid by the patrons of the museum in the buildings be paid directly to the University until all related costs and expenses incurred by the University are paid in full, and until such time, the amount of such costs and expenses shall constitute a charge and lien upon the building to secure the repayment of said amounts to the University.
06.0 New Construction, Extensions and Renovations. The following provisions and procedures shall apply to the construction of a new building(s), or to any extensions and/or repairs, renovations and improvements (including corrective work) to the existing building(s), all of which shall be individually and collectively referred to as the “Work”.

06.1 Prior to the commencement of any Phase 1 or Phase 2 Work (as applicable) on a new building or buildings, Licensee shall submit to the University's Vice President for Administration and Finance, or his/her designee, (the "Vice President or his/her designee") a complete set of plans of the scope of work and specifications, including engineers drawings, as required by law or the University together with a schedule of the Phase 1 or Phase 2 Work, that includes a definite date of commencement and completion of the Phase 1 or Phase 2 Work, for the written approval by the University. This approval shall not be unreasonably withheld or delayed. Once approved by the University, the Work shall be conducted in accordance with the approved plans and specifications and no changes or modifications shall be made without the further written approval of the University, provided however, that no Phase 1 or Phase 2 Work shall commence until Licensee shall have first provided to the Vice President or his/her designee such information and documentation as he/she may reasonably require to show that the Phase 1 or Phase 2 Work has been fully funded or financed and will be completed on time to the satisfaction of the Vice President or his/her designee. In addition, Licensee (and/or its contractor) shall have in place a payment and performance bond, equal to the full value of the total project costs or have funds in hand sufficient to fully fund the Phase 1 or Phase 2 Work, to be held in escrow with an escrow agent and subject to an escrow agreement reasonably acceptable to the University, before approval to commence construction is granted by the University. Unless expressly waived in writing by the University, all such plans and specifications for the Phase 1 or Phase 2 Work shall be prepared by a licensed architect and/or engineer. During the construction or the performance of the Phase 1 or Phase 2 Work, Licensee and/or its contractor shall conduct regularly scheduled meetings (no less than monthly or as reasonably requested by either party), with the Vice President or his/her designee to review the progress and quality of the work being performed on the premises and to identify and resolve any related issues and problems. The University's participation in this process is for administrative purposes to ensure that the Work is being conducted in accordance with the approved plans and specifications and shall not constitute an agency, joint venture, or partnership relationship with Licensee. Licensee shall remain solely responsible for the Work and, in addition to any other indemnification set forth herein, does hereby agree to indemnify, defend and hold harmless the University, the Board, and the State of Rhode Island, their respective agents, representatives, members, trustees, directors, officers, employees, students, agents, successors and assigns, from and any and all loss, liability or payment of any claims or demands of any kind or nature, arising out of or related in any way to the Work, the approval of the plans and specifications by the University, or any design defect whether or not reviewed or approved by the University.

06.2 All Work shall be done in a good workmanlike manner and in compliance with applicable codes, laws, ordinances and regulations, including without limitation, applicable building code, fire code and handicap accessibility requirements as well as applicable University policies and regulations. Licensee shall be responsible for obtaining, at its sole cost and expense, all permits, licenses and approvals required by law, ordinance or regulation applicable to the Work.

06.3 In addition to the above, the repairs, renovations and improvements shall be consistent with standard University requirements. Such requirements shall be provided by the University to the Licensee prior to any construction.

06.4 The failure to submit the complete set of plans of the scope of work and specifications for approval by the University as required by Section 06.1 of this License Agreement
within six (6) months from the date of approval of this License Agreement by the State Properties Committee shall, unless such time has been extended by the University, in its sole discretion, operate to terminate this License Agreement which shall become null, void and of no further effect without further notice or obligation of either party to the other, in the case of construction of a new building(s), and in all other cases, shall operate to revoke the University's approval to conduct any Work (including corrective work) to the existing building(s).

07.0 Mechanics and Other Liens. Licensee shall not permit or suffer to be filed against the Licensed Premises, the building(s) or any interest therein, any mechanics' liens, materials' liens, or other liens, claims or encumbrances of any kind. If any such lien, claim or encumbrance is filed against the Licensed Premises, building(s) or any interest therein, it shall be the duty of Licensee, within 60 days after receipt of notice of such lien, claim or encumbrance, to cause the Licensed Premises, building(s) or interest so liened to be fully released therefrom, either by payment, posting a bond, payment into the registry of court of an amount necessary to relieve and fully release the Licensed Premises, building(s) or interest from such lien, claim or encumbrance, or in any other manner which, as a matter of law, shall result in such release within such period of sixty (60) days. Once the Licensed Premises, building(s) or other interest has been fully released from such lien, claim or encumbrance, nothing contained herein shall prevent the Licensee from commencing a legal action contesting the validity of the amount of such lien. In the event of the failure or refusal of Licensee to cause the Licensed Premises, building(s) or interest to be so released from all liens, claims or encumbrances, the University shall have the right, but not the obligation, to make the payments or to post such bonds in the amount necessary to so relieve and release and discharge the said lien, claim or encumbrance and invoice the Licensee the amount of the payments made by the University or the costs of such bonds which shall be due and payable within thirty (30) days from the date of invoice. In addition, but subject and subordinate to the rights of an approved secured creditor or lender, the University may direct that the membership fees paid by the patrons in the building(s) be paid directly to the University until all related costs and expenses incurred by the University are paid in full, and until such time, the amount of such costs and expenses shall constitute a charge and lien upon the building(s) to secure the repayment of said amounts to the University.

07.1 Section 07.0 shall not apply to any secured loan issued to Licensee by an approved secured lender or creditor for the construction of a new building(s) or to any extensions and/or repairs, renovations and improvements (including corrective work) to the existing building(s) in which the building(s) has or have been pledged as security for the loan.

08.0 Insurance. Licensee shall obtain, keep and maintain in full force and effect, at its sole cost and expense, during all Terms of this License Agreement, insurance policies in standard form and with such companies as are satisfactory to the University. Policies shall be as follows:

Comprehensive general liability insurance with policy limits not less than Two Million and 00/100 Dollars ($2,000,000.00) combined single limit each occurrence and Two Million and 00/100 Dollars ($2,000,000.00) aggregate.

Licensee shall ensure that during the entire period of time in which construction or construction related activity is occurring a builder's risk policy shall be in force in amounts agreed at the time of the start of construction.

From the completion of construction, property damage insurance (including fire and extended coverage) covering the building and contents with policy limits equal to the replacement value of the building and/or property improvements.
All required policy limits shall be exclusive of any applicable deductibles, retentions or self-insurance reserves. In addition to Licensee, the University of Rhode Island, University of Rhode Island Board of Trustees and State of Rhode Island shall, by appropriate endorsement, be named insureds on all policies of insurance required hereunder as their interests may appear.

08.1 Licensee shall provide the University, upon execution of this Agreement (or at such other time as the Parties may agree in writing), and upon reasonable request thereafter, with a certificate of insurance in usual form, evidencing insurance policies and coverage in compliance with Section 08.0 and containing a provision that written notice of cancellation or modification of any of required policies of insurance shall be given to the University within a reasonable period of time prior to the effective date of such cancellation or modification but in no event less than ten (10) business days prior to said cancellation or modification.

08.2 The amounts and types of insurance coverages required by this License Agreement shall be subject to review no less than every three (3) years during the Term of this License Agreement, beginning on the third year anniversary date of the initial Commencement Date and on every third year anniversary of said date thereafter. The amounts and types of insurance coverages required by this License Agreement may be changed or modified in such amounts and types as agreed upon by the parties following each review, or in absence of such agreement, as shall be reasonably required by the University. All insurance carriers selected by Licensee shall be licensed to do business in the State of Rhode Island and be subject to approval by the University, which approval shall not be unreasonably withheld or delayed.

09.0 **Indemnification.** Licensee agrees to and shall indemnify, defend and hold harmless the University, the Board, and the State of Rhode Island, their respective officers, employees, students, contractors or agents (collectively, "the University and its Related Parties"), from any and all payment, liability, loss or damage, including reasonable attorney’s fees and court costs, arising out of any claims, demands or actions for property damages, personal injuries, including bodily injuries or death, caused by or resulting from: (i) the breach of any representation, warranty, term or condition of this License Agreement by Licensee; (ii) the use and occupancy of the Licensed Premises by Licensee, its employees, agents, contractors, guests or invitees; (iii) the management, maintenance and operation of the buildings and the Tomaquag Museum; or (iv) any acts or omissions of Licensee and/or any of their respective officers, directors, employees, members, guests, invitees, contractors or agents; provided, however, that Licensee shall not be responsible for defending, indemnifying, or holding harmless the University and its Related Parties from claims arising from (a) their own willful misconduct/gross negligence or (b) arising from the breach of any material representation, warranty, term, or condition of this License Agreement by the University or Board.

10.0 **Hazardous Materials.** Licensee represents and warrants that it will not use, introduce, bring or cause to be brought, allow or suffer to be present on the Licensed Premises or in the buildings or any other place or location on the University’s campus and property, any products, substances, pollutants or materials defined as hazardous, toxic or subject to regulation as such by law without the prior written consent of the University which may be granted or withheld in the sole and absolute discretion of the University. Licensee shall be solely liable and responsible for bodily injuries to any person, including death, or for any property damages to any person or entity, including the University, the Board, and State of Rhode Island, of any kind, including any spills, releases, pollution or other damage to the environment caused by or related in any way to its use, possession or control of such hazardous or toxic materials, and in addition to any other indemnification contained in this Agreement, hereby agrees to indemnify, defend and hold
harmless the University, the Board, and the State of Rhode Island, their respective officers, employees and agents, from and against any related loss, payment or liability, including without limitation, all costs, expenses or penalties assessed or imposed by any governmental agency or entity. Licensee reserves the right to terminate this License Agreement should surface or subsurface Hazardous Materials or conditions be found to exist in, under, on, or about the Licensed Premises which were not brought onto the Premises by Licensee or its agents, or should a Limited Subsurface Investigation or Phase II be required by Licensee’s secured creditor or lender (if any). If Licensee exercises its’ right to terminate this License Agreement it shall restore the Licensed Premises to its former condition within 60 days from the effective date of termination.

11.0 Taxes and Assessments. Licensee shall promptly pay or cause to be paid, any and all property taxes, fire district taxes, sewer, water and/or other municipal or like charges and assessments imposed on the buildings and improvements by the Town of South Kingstown and/or other taxing authority, if any. The failure of refusal of Licensee to promptly pay or cause to be paid the said taxes and assessments as provided herein within a reasonable period of time, not to exceed 60 days of the due date, may result in the termination or revocation of this License by the University without penalty or liability to the University or the Board. This section shall not apply if the failure or refusal to pay such amount is related to an appeal of such taxes or assessments and Licensee is diligently pursuing such appeal and has complied with any administrative or judicial condition or requirement related to the appeal.

12.0 Secured Financing. Licensee shall have the right to mortgage its interest in this License or, to grant a security interest therein, to an approved secured lender or creditor and to assign this License as collateral security for any mortgage or loan obtained by Licensee to be secured by the buildings or to any extensions and/or repairs, renovations and improvements thereto, subject to the prior written approval and consent of the University which shall not be unreasonably withheld, and upon the condition that all rights acquired under such mortgage or security agreement shall, except as otherwise set forth herein, be subject to the terms and conditions of this License and to all rights and interests of the University herein. An approved secured lender or creditor, for the purpose of this License Agreement, is one to whom the granting of such mortgage or security interest and assignment of this License has received the consent and approval of the University as set forth herein, and that has also registered with the Vice President or his/her designee which registration shall include the name of the office and address authorized to receive notice on its behalf. The consent and approval of the University to the granting of such mortgage or security interest and assignment of this License shall not, however, be construed to relieve Licensee from obtaining the consent and approval of the University to any further mortgage or security interest or assignments of this License.

12.1 So long as the secured loan is outstanding, copies of all notices of default or termination given by the University to Licensee pursuant to this License shall also be sent to the approved secured lender or creditor at the address provided to the University by the approved secured lender or creditor. Notwithstanding anything else contained herein, the University agrees not to terminate this License Agreement without first providing written notice of any default to the approved secured lender or creditor and giving said lender or creditor, where possible, the opportunity and right to cure any and all such defaults under the License within sixty (60) days from the date said lender or creditor receives written notice of the default from the University.

12.2 So long as the secured loan is outstanding, (following any period of time that may have been given to Licensee to cure or correct any default or reason for which foreclosure is sought) and prior to the foreclosure of the mortgage or the foreclosure or enforcement of the security interest by the approved secured lender or creditor, the University shall have the right, but
not the obligation, to acquire full and absolute title and ownership of the buildings by paying to
the said secured lender or creditor the remaining unpaid balance of the outstanding loan secured
by the buildings or to any extensions and/or repairs, renovations and improvements thereto. The
payment of the unpaid balance of the secured loans by the University as set forth herein, shall
operate to automatically transfer all right, title and interest of the Licensee and the secured lender
or creditor in the buildings to the Board, for the benefit of the University, without the necessity of
any further act. Notwithstanding the foregoing, the Licensee shall, upon request of the University,
execute and deliver to the Board, for the benefit of the University, a good and sufficient bill of sale
and/or other instruments and documents determined by the University, in its sole discretion, to be
reasonably necessary or convenient to transfer and convey to the Board full ownership and title to
the buildings.

12.3 If the University does not acquire title and ownership of the buildings as set forth
in Section 12.2 and so long as the secured loan is outstanding, in the event that the secured lender
or creditor forecloses on said mortgage, or forecloses and/or enforces its security interest, then the
secured lender or creditor or any qualified purchaser at such foreclosure sale may take possession
of the buildings subject to all the terms and conditions of this License Agreement, except that the
use of the buildings shall be limited to those uses permitted under this License Agreement and/or
to such other uses approved by the University that are consistent with University programs or
operations which approval shall not be unreasonably withheld. A purchaser under this section
shall be considered a qualified purchaser, if it is either (a) the approved secured lender or creditor,
(b) another Licensee or Museum recognized by the University that agrees to be bound by the terms
of this License, or (c) any other purchaser approved by the University. In the event such purchaser
is a business corporation or other for-profit, partnership, sole proprietorship, business, group or
entity and is neither the approved secured lender or creditor, nor another University recognized
Licensee or Museum, the University reserves the right to charge an annual license fee or rental as
reasonably determined by the University for the remaining term of the License from the date of
the purchase. The assignment of this License to a qualified purchaser must be approved by the
University and Board which approval shall not be unreasonably withheld, and by the State
Properties Committee ("SPC") pursuant to law.

12.4 Except as otherwise provided herein, the University hereby subordinates any lien
on, interest in, or claim with respect to, the Personal Property of the Licensee, which it now has or
may acquire in the future, whether under this License Agreement or otherwise, in favor of the
security interest of the approved secured lender or creditor and the secured lender or creditor's
right in connection therewith including the secured lender or creditor's right to take possession of
all or any of the said Personal Property. The term "Personal Property" as used herein, shall mean
all of the personal property of the Licensee, including the buildings and improvements, which is
now or may hereafter be located on or affixed to the Licensed Premises and in which the approved
secured lender or creditor now has or in the future may have a security interest securing payment
of all or any portion of the obligations of the Licensee including, without limitation, the obligations
of Licensee to the approved secured lender or creditor under the above-referenced loan(s) and all
renewals and extensions thereof.

12.5 The University agrees that the Personal Property of the Licensee shall at all times
be deemed Personal Property, even if affixed to the real property, and the approved secured lender
or creditor may, through its authorized officers, representatives and agents, upon Default by the
Licensee, enter upon the Licensed premises at all reasonable times with prior notice to the
University, to inspect, to take possession or, to prepare for auction or private sale and to auction
and/or to sell the Personal Property on the Licensed Premises or to remove all or any portion of the Personal Property from the Licensed Premises; provided, however that secured lender shall, at its sole cost and expense, restore the Licensed Premises to its prior condition and pay for any damage that occurs to the real property as a result of the removal of the Personal Property by the secured lender or creditor, its agents or employees.

13.0 Right to Acquire Title to building. The Board shall have the exclusive right to acquire title and full ownership of the buildings and other fixtures and improvements (by delivery and acceptance of bill of sale or other instrument of the Licensee satisfactory to the University) at any time for the benefit of the University, subject and subordinate to any rights or interests then held only by an approved secured lender or creditor, by giving notice of its intention to do so to Licensee and paying to Licensee or to the approved secured lender or creditor, or both, an amount equal to the then fair market value of the building, in the office of the Vice President on an agreed upon closing date, or in the absence of said agreement, on a date determined by the University, which date shall not be less than 60 days from the date of notification. Should the fair market value of the building exceed the amounts owed to the secured lender or creditor (if any), the excess shall be paid directly to the Licensee, unless Licensee has a contrary written agreement with its Lender regarding same.

13.1 The parties agree to submit any dispute they may have regarding the fair market value of the building to arbitration before a single arbitrator to be appointed and administered by and in accordance with the applicable rules of the American Arbitration Association. Arbitration shall take place on the Kingston Campus of the University. The cost and expense of the arbitration shall be borne equally between the University and Licensee, except that each party shall be solely responsible for its own counsel and witness fees which shall not be made part of any arbitrator's award.

13.2 The acquisition of title and full ownership by the Board as provided herein shall operate to terminate this License Agreement without further notice or action by either the University, the Board or Licensee.

14.0 Termination of License by University/Board for Cause. This Notwithstanding the provisions of Section 13.0, this License Agreement may be revoked and terminated by the Board without obligation to pay the fair market value of the buildings and improvements or any other liability or penalty to the University or the Board, for “Cause” for the failure of Licensee: (i) to promptly pay when due all taxes and assessments imposed on the Licensed Premises, the buildings and improvements in accordance with Section 11; (ii) to promptly pay when due (or within 30 days thereafter) all loans and/or other financial obligations to any bank or lender that has a security interest in the buildings and improvements; (iii) to promptly pay and reimburse the University when due (or within 30 days thereafter) any and all funds paid by the University pursuant to this License Agreement; (iv) to promptly correct deficiencies in the building or the License Premises as required in Section 05.0 of this License Agreement; (v) to commence and/or complete the construction of any new buildings or any extension, renovation or improvements to the existing buildings in accordance with the plans and specifications including the dates of commencement and completion of the construction approved by the University; (vi) to correct or cure any other material breach of the terms and conditions of this Agreement, as reasonably determined by the University, within thirty (30) days from the date of notice of said breach from the University.

14.1 In the event of Termination under Section 14. the University shall provide to Licensee a written notice of intent to revoke and terminate the License Agreement specifying the effective date of termination, the reasons therefore, and providing a reasonable cure period, that
will allow Licensee an opportunity to correct the failure or breach prior to the effective date of termination which period shall not, however, be less than sixty (60) nor more than ninety (90) days. The effective date of termination may be any date following the expiration of the cure period specified in the notice of intent to terminate.

14.2 A copy of the notice of intent to terminate the License Agreement shall, where applicable, be sent to the approved lender or secured creditor on the same date as it is provided to Licensee to allow the approved lender or secured creditor an opportunity to correct the failure or breach prior to the effective date of termination.

14.3 In the event the failure or breach has not been corrected or cured prior to the effective date of termination, then subject to the rights of an approved lender or secured creditor set forth in Sections 12.0 – 12.6. Licensee shall peaceably surrender the Licensed Premises to the University on the effective date of termination together with a proposed plan for the removal of the buildings and improvements from the Licensed Premises and restoration of the Licensed Premises to its condition and grade that existed prior to construction of the buildings unless the buildings have been purchased by a qualified purchaser as set forth in Section 12.3. If the buildings have not been so purchased and Licensee fails to present such a plan for removal of the buildings and improvements as well as restoration of the Licensed Premises for University approval within 30 days from the effective date of termination, then the University shall, in its sole discretion, have the right and option (i) to remove the buildings and improvements, restore the land and charge the related costs and expenses to the Licensee; or (ii) declare the buildings abandoned which declaration shall operate to transfer full ownership and title to the buildings and improvements to the University. In addition to any other right or remedy available to the University for breach of this License Agreement, the University shall be entitled to specific performance of the provisions of this Section 14.3.

14.4 Subject to the rights of an approved lender or secured creditor set forth in Sections 12.0-12.6, this Agreement may be terminated without payment, liability or penalty by (i) the commencement by or against the Licensee of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (ii) the making of an assignment for the benefit of creditors by the Licensee, (iii) the Tomaquag Museum's dissolution or ceasing to do business, or (iv) the abandonment of the buildings and Licensed Premises by the Licensee.

14.5 Subject to the rights of an approved lender or secured creditor set forth in Sections 12.0-12.6, this Agreement may also be terminated without payment, liability or penalty for the failure or inability of the Licensee to construct and maintain a new building or buildings on the Licensed Premises in the event that any existing building or buildings are destroyed, or to repair and maintain any or all of the existing building or buildings if damaged at any time during the term of this Agreement in accordance with the plans and specifications approved by the University. In either event, the Licensee shall immediately secure the destroyed or damaged building or buildings in accordance with applicable laws, regulations and ordinances. The Licensee shall provide the University with notice of its’ intention to construct a new building or buildings or to repair the existing building or buildings, as the case may be, together with the complete set of plans of the scope of work and specifications, drawings and schedule of the Work as required by Section 06.1 for approval by the University, within sixty (60) days from the date of the damage to or destruction of the existing building or buildings and thereafter shall proceed in accordance with the provisions of Sections 06.1- 06.4 of this Agreement.

15.0 Force Majeure. If either party shall be unable to carry out any of its obligations under this License Agreement due to events beyond the reasonable control of and without the fault
or negligence of the party claiming force majeure, including without limitation, an act of God, sabotage, accidents, appropriation or diversion of steam energy, equipment, materials, or commodities by order or rule of any governmental authority having jurisdiction thereof, any changes in applicable laws or regulations affecting performance, any act of governmental or judicial authority, war, blockage, insurrection, riot, fire, explosion, flood, nuclear emergency, epidemic, lightning, hurricane, earthquake or similar catastrophic occurrence, this Agreement shall remain in effect, but the effected party's obligation shall, subject to the limitations set forth below, be suspended for the period during which the effected party is unable to perform because of the disabling circumstances.

15.1 The party claiming force majeure must give the other party prompt written notice describing the particulars of the force majeure, including without limitation, the reasons why it effects or prevents performance, the nature of the occurrence and its expected duration.

15.2 The suspension of performance as provided herein shall be of no greater scope and of no longer duration than is required by the force majeure.

15.3 The non-performing party uses its best efforts to remedy its inability to perform notwithstanding the occurrence of a force majeure event.

15.4 The obligations of either party that arose before the force majeure causing suspension of performance shall not be excused as a result of the force majeure.

15.5 Economic hardship shall not constitute force majeure.

15.6 If the force majeure continues for a period greater than ninety (90) days, then either party shall have the right to terminate this License Agreement at any time thereafter.

16.0 Notices. Whenever, by the terms of this License Agreement, a notice, approval, consent, or other communication ("notice") is permitted or required to be given by one party to the other, then such notice shall be valid and effective when received if it is in writing and sent to the other party at the address set forth below, by certified or registered mail, postage prepaid, return receipt requested, or on the date of delivery to the other party at said address, if delivered in-hand or by overnight or express courier. Such notice may also be faxed to the other party which shall be deemed valid and effective if also mailed or delivered as provided herein. Any notice required or permitted to be given by the University and/or the Board shall valid if given by the Vice President or his/her designee. A postmarked postal receipt shall be deemed conclusive evidence of the date of mailing.

To the University: Office of the Vice President for Administration
University of Rhode Island
Carlotti Administration Building
Kingston, Rhode Island 02881

With a copy to: General Counsel
University of Rhode Island
Green Hall
Kingston, Rhode Island 02881
To the Museum:  Katie Kirakosian, Ph.D.
Co-Chair
The Tomaquag Indian Memorial Museum
390 A Summit Road
Exeter, RI  02822

With a copy to:  Loren Spears, Executive Director
The Tomaquag Indian Memorial Museum
390 A Summit Road
Exeter, RI  02822
401-491-9063

16.1 Either party may, from time to time, change the office or address to receive notice on its behalf by giving notice of said change to the other party as provided herein.

17.0 Miscellaneous.

17.1 Licensee shall be solely responsible for payment of the site plan and all construction costs.

17.2 This license is granted to Licensee without any obligation to pay to the University any rent, license fee or other monetary compensation except as otherwise provided herein.

17.3 Licensee shall have the right to terminate this License Agreement prior to construction of the building for any reason without penalty upon written notice to the University except that it shall be responsible to repair any land that it may have excavated or disturbed and to bring it to rough grade in the same manner that existed prior to any such excavation or disturbance.

17.4 Each party covenants with the other that it has full power and authority to enter into and perform its obligation under this License Agreement and the persons executing this License Agreement on their behalf are duly authorized to do so by all requisite action.

17.5 No amendments or modifications to this License Agreement shall be valid unless contained in writing and signed by all parties.

17.6 This License Agreement shall not be assigned or sublet in whole or in part by Licensee without the prior written consent of the University which consent may be given or withheld in the sole discretion of the University. The consent by University to such an assignment of this License Agreement shall not be construed to relieve Licensee from obtaining the consent of the University to any further assignment or subletting. Any assignment, mortgage, pledge or encumbrance made by either Party without such consent shall be null, void and of no effect.

17.7 No waiver of any term or condition of this License Agreement or its performance shall be valid unless contained in writing and signed by the party who is claimed to have waived such term, condition or performance. The failure to insist upon the strict performance of any provision of this License Agreement or to exercise any right or remedy set forth herein shall not constitute a waiver or relinquishment of said right or remedy. The waiver of any breach of any term or condition of this License Agreement shall be limited to the particular instance and shall not
operate as a waiver of any future breaches of the same or any other term or condition of this License Agreement.

17.8 This instrument shall not be construed nor shall it operate to grant to Licensee anything other than a license in the Licensed Premises and shall, not under any circumstances, be construed or operate to grant to Licensee any interest in land relating to the Licensed Premises or any other land owned by the Board.

17.9 If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.10 Each of the parties have had an opportunity to fully review the terms and conditions of this License Agreement with counsel of their choosing and hereby agree that it shall not be construed against the party who drafted this Agreement.

17.11 This License Agreement shall be binding upon the parties hereto, their respective successors and assigns.

17.12 This License Agreement is governed by the laws of the State of Rhode Island without application of its conflict of law rules and is subject to approval by the State Properties Committee pursuant to the applicable provisions of the General Laws of Rhode Island.

17.13 This instrument contains the entire agreement of the parties with regard to its subject matter and purpose as set forth in this License Agreement and is not subject to any other agreement, promise, representation, term or conditions not expressly set forth herein.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, the parties have caused this License Agreement and a duplicate hereof, to be executed on the day and year first above written.

LICENSOR:
UNIVERSITY OF RHODE ISLAND
By: [Signature]
Vice President for Administration & Finance

UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES
By: [Signature]
Chair

LICENSEE:
THE TOMAQUAG INDIAN MEMORIAL MUSEUM
By: [Signature]
Co-Chair

Witness

Witness

Witness
STATE PROPERTIES COMMITTEE

APPROVED this 21st day of July, 2020 by the State Properties Committee.

APPROVED AS TO TERMS:
AND CONDITIONS:

By: [Signature]
Its: Chairperson

APPROVED AS TO FORM:

Gregory S. Schultz
Digitally signed by Gregory S. Schultz
Date: 2020/07/21 12:35:17 -04'00'
By: [Signature]
Its: Designee of the Attorney General

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Designee of the Director, Department of Administration

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Public Member
Exhibit A

Legal Description of the Licensed Premises

An approximate eighteen acre section of and at the southwest most corner of Plat 30, Parcel 24 in the town of South Kingstown RI, bounded by the National Grid Easement / parcel boundary to the south, the URI Bike Path to the East, the National Register of Historic Places, Ministerial Rd. Site, designated RI-781, a prehistoric Native American settlement to the North and Ministerial Road / parcel boundary to the West.
Ministerial Road
South Kingstown, RI

EXHIBIT B

Depiction of the Licensed Premises
Exhibit C

Tomaquag Indian Memorial Museum