



STATE OF RHODE ISLAND  
Department of Children, Youth and Families  
Director's Office  
101 Friendship St.  
Providence, RI 02903

5/16/2024

91 7199 9991 7032 8370 8525

Provident Property, LLC  
c/o U.S. Realty Advisors, LLC  
1345 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, NY 10105  
Attn: General Counsel

Re: **Lease Agreement: Provident Property, LLC – Department of Children, Youth, and Families**  
**Lease Premises: 101 Friendship Street, Providence, RI**

Dear Mr. Genende:

Please be advised that the Department of Children, Youth, and Families hereby exercises its option to extend the term of the above-referenced lease in accordance with Term language contained in the Second Amendment to Lease Agreement (attached).

Said extension shall be for a period of ten (10) years commencing on December 1, 2025 and will be formalized in a Third Amendment to Lease upon completion of lease negotiations. The Third Amendment To Lease is subject to approval by the Rhode Island General Assembly and the State Properties Committee.

Sincerely,

Ashley Deckert, *MSW, MA*  
Director

cc: Deborah Buffi, Esq., Albert Vitali, Esq., Marco Schiappa, Adam Boudreaux, File

## SECOND AMENDMENT TO LEASE

**THIS SECOND AMENDMENT TO LEASE** (“Second Amendment”) is entered into on this \_\_\_ day of May 2024, by and between PROVIDENT PROPERTY, LLC, a Rhode Island limited liability company (“Landlord”) and the STATE OF RHODE ISLAND ACTING BY AND THROUGH its DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES (“Tenant”).

**WHEREAS**, Landlord and Tenant entered into a lease dated November 10, 2015 (the “Original Lease”), as amended by that certain First Amendment to Lease dated August 30, 2016 (the “First Amendment”, and together with the Original Lease, the “Lease”) for that certain premises located at 101 Friendship Street (AKA 140 Pine Street) in Providence, Rhode Island (the “Leased Premises”). All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.

**WHEREAS**, Landlord and Tenant desire to amend the Lease and wish to formalize their understanding in this Second Amendment.

**NOW THEREFORE**, the Parties hereby agree as follows:

1. Section 6 as presently constituted shall be deleted in its entirety and replaced with the language below:

If the Tenant is not then in default under this Lease, Tenant shall have the exclusive right (the “Extension Right”), at its election, to extend the Term of this Lease for an additional ten (10) years commencing on December 1, 2025 and terminating on November 30, 2035 (the “Extended Term”). Tenant may elect to exercise the Extension Right by providing Landlord written notice (the “Extension Notice”) thereof that is received by Landlord on or before May 31, 2024. Following Tenant’s timely exercise of the Extension Right, Landlord and Tenant shall negotiate to jointly determine the Fixed Rent for the Extended Term acceptable to Landlord and Tenant in their respective sole discretion. If the parties cannot agree on such Fixed Rent by December 1, 2024, then either Landlord or Tenant, in their respective sole discretion, may elect, by written notice to the other received by such other party no later than December 31, 2024, to render the Extension Notice null and void such that the Term of this Lease shall end on November 30, 2025 and Tenant’s Extension Right shall immediately terminate.

Notwithstanding the foregoing, the Extended Term shall be subject to approval by the R.I. General Assembly, and memorialized by the parties in a Third Amendment to Lease, which shall be subject to approval by the R.I. State Properties Committee. Both R.I. General Assembly and R.I. State Properties Committee’s approval must occur on or before July 31, 2025, or the Election Notice shall automatically be deemed null and void such that the Term of this Lease shall end on November 30, 2025. If the Tenant exercises its Extension

Right, it agrees to use best efforts to timely obtain the requisite approvals contemplated herein.

2. Exhibit D of the Lease is hereby deleted and any references thereto in the Lease shall be deemed a reference to Section 6 of the Lease as amended hereby.
3. The Tenant acknowledges that Landlord's address for purposes of notices under the Lease is:

Provident Property LLC  
c/o U.S. Realty Advisors, LLC  
1345 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, New York 10105  
Attention: General Counsel

4. Except as expressly amended herein, the Lease is hereby ratified and confirmed and shall remain in full force and effect.
5. In the event of a conflict between the terms of the Lease and this Second Amendment, the terms of this Second Amendment shall control.
6. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and together will constitute one and the same Second Amendment, binding upon each of the parties hereto. This Second Amendment may be executed and delivered by electronic means (including, without limitation, DocuSign, electronic image, e-mail, facsimile, ".pdf", ".tif", ".jpg" and ".jpeg"), and thereupon shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart hereof delivered in person.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as follows and shall be effective May 16, 2024.

LANDLORD:

PROVIDENT PROPERTY, LLC

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

Name: David M. Ledy  
Title: Vice President

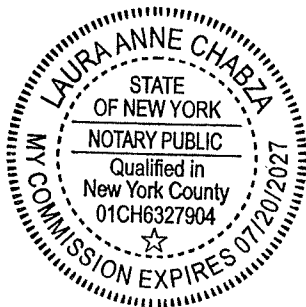
State of New York  
County of New York

In New York on this 16 day of May 2024 before me personally appeared David M. Ledy who proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency or [ ] oath or affirmation of a credible witness or [ ] personal knowledge of the undersigned, to me known and known by me to be the President of Provident Property, LLC, who executed the foregoing instrument in my presence, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of Provident Property, LLC.

Jan Ch

Notary Public

My Commission expires:



TENANT:

STATE OF RHODE ISLAND, acting by and through its DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

By: 

Name: Ashley Deckert

Title: Director

State of Rhode Island

County of Providence

In Providence on this 20<sup>th</sup> day of May 2024, before me personally appeared Ashley Deckert, Director of the Department of Children, Youth, and Families, to me known and known by me to be the party executing the foregoing instrument on behalf of said Department of Children, Youth, and Families, and she acknowledged said instrument, by her executed in her capacity as aforesaid, to be her free act and deed and the free act and deed of said Department of Children, Youth, and Families.



Notary Public

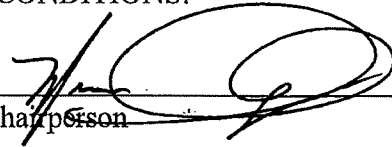
My Commission expires:



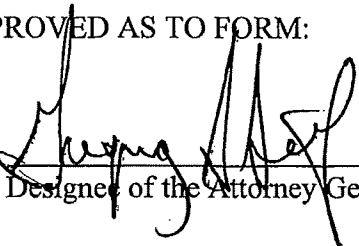
**STATE PROPERTIES COMMITTEE**

APPROVED this 28<sup>th</sup> day of May 2024 by the State Properties Committee.

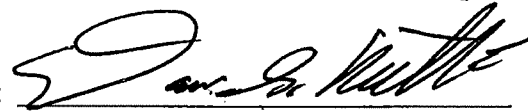
APPROVED AS TO TERMS:  
AND CONDITIONS:

By:   
Its: Chairperson

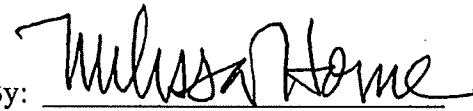
APPROVED AS TO FORM:

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