

GROUND LEASE

BY AND BETWEEN

THE NEW ENGLAND YEARLY MEETING OF FRIENDS

AND

MOSES BROWN SCHOOL INCORPORATED

_____, 2009

LEASED PREMISES:

250 LLOYD AVENUE, PROVIDENCE, RI 02906

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is entered into as of _____, 2009, by and between by and between **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation (“**NEYM**”) and **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation (“**Moses Brown**”).

ARTICLE 1: Premises

1.1 NEYM, for and in consideration of the rents hereinafter reserved by NEYM and the covenants and agreements hereinafter contained on the part of Moses Brown to be paid, kept and performed, does hereby lease to Moses Brown, and Moses Brown does hereby take, upon and subject to the terms and conditions herein set forth, the land situated on 250 Lloyd Avenue in Providence, Rhode Island, which premises are more particularly described in ***Exhibit A*** attached hereto, together with all right, title and interest of NEYM in and to all easements and other rights appurtenant to said premises, including air rights, subsurface rights and interests in all private ways, public streets, highways, public ways or land lying in the bed of any street or highway within or adjacent to such premises (the “**Leased Premises**”).

ARTICLE 2: Term; Holding Over

2.1 The term of this Lease (the “**Term**”) shall commence on _____, 2009 (the “**Lease Commencement Date**”) and end upon the 99th anniversary of the Lease Commencement Date (the “**Expiration Date**”).

2.2 Any holding over by Moses Brown after the Expiration Date shall not constitute a renewal or extension or give Moses Brown any rights in or to the Leased Premises.

ARTICLE 3: Rent

On the Lease Commencement Date, Moses Brown covenants and agrees to pay to NEYM as rent on the first business day of each year during the Term, in lawful money of the United States, the sum of \$1.00.

ARTICLE 4: Possession; Use; Compliance with Laws

4.1 Possession of the Leased Premises shall be delivered by NEYM to Moses Brown upon the Lease Commencement Date free and clear of all liens and encumbrances, all except for those matters disclosed in the Permitted Encumbrances set forth in ***Exhibit B***. The Leased Premises are to be delivered in their present condition, “**AS IS**”, it being agreed that NEYM has made no representations and warranties of any kind with respect to such condition and that NEYM shall have no obligation to do any work on or with respect to the Leased Premises, or the condition thereof, except as expressly provided herein.

4.2 Moses Brown shall not use the Leased Premises during the Term for any use other than the Permitted Use (as hereinafter defined) and otherwise in compliance with applicable law. Moses Brown acknowledges that NEYM shall have no obligation whatsoever to grant consent to

allow Moses Brown to use the Leased Premises for any other purpose. Moses Brown agrees throughout the Term, at Moses Brown's sole cost and expense, to promptly comply with and cause the Leased Premises to be maintained in conformity with, and not in violation of, all laws and ordinances. Notwithstanding the foregoing, Moses Brown shall not be responsible for any violation of any law or ordinance relating to Hazardous Materials existing on the Leased Premises prior to the Lease Commencement Date. For purposes hereof, "**Permitted Use**" shall mean the operation of an educational facility in accordance with the bylaws of Moses Brown in effect from time to time.

4.3 Moses Brown agrees to indemnify, defend (with counsel of Moses Brown's selection), and save harmless NEYM against and from any and all claims by or on behalf of any person, firm or corporation, arising during the Term from the conduct or management of any work or thing whatsoever done in or about the Leased Premises, or arising from any breach or default on the part of Moses Brown in the performance of any covenant or agreement on the part of Moses Brown to be performed under the terms of the Lease, or arising from any act, omission or neglect of Moses Brown or any of its agents, contractors, servants, employees or licensees, or anyone claiming by, through or under Moses Brown. Notwithstanding the foregoing, nothing herein shall obligate Moses Brown to indemnify, defend or save harmless NEYM from any claims arising out of the negligence or default of NEYM, its agents, contractors, servants, or employees.

ARTICLE 5: Payment of Taxes and Other Expenses

5.1 Commencing on the Lease Commencement Date and continuing until the Expiration Date, Moses Brown agrees to pay and discharge or cause to be paid and discharged promptly as the same become due and payable, all Impositions (as hereinafter defined).

For purposes hereof, "**Impositions**" shall mean all taxes, assessments, charges, license fees, municipal liens, levies, excise taxes or imposts, whether general or special, ordinary or extraordinary, imposed by any governmental authority or pursuant to any legislative action as a result of or with respect to the ownership or use of the Leased Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises, or any part thereof or upon the leasehold estate hereby created, or upon Moses Brown solely by reason of its possession of the Leased Premises. Notwithstanding the foregoing, Moses Brown shall not be required to pay any Impositions the amount, validity or payment of which is being contested, in good faith, by appropriate legal proceedings, and so long as Moses Brown provides NEYM with a sum sufficient to discharge such lien or charge to be deposited in escrow as security therefore.

5.2 It is the intent of this Lease and the parties hereby agree that (i) NEYM shall bear no expense whatsoever with respect to the expenses, operation or maintenance of the Leased Premises and (ii) any and all claims, expenses and liabilities relating to the Leased Premises which arise or relate to or become due during the Term shall be paid by Moses Brown, except as otherwise specifically provided herein.

ARTICLE 6: Changes and Alterations; Permits

Moses Brown may at its sole discretion make any alterations, additions, changes, improvements or modifications to the Leased Premises during the Term so long as such alterations, additions, changes, improvements or modifications are consistent with the Permitted Use. Notwithstanding the foregoing, no work shall be undertaken until Moses Brown shall have produced and paid for, or caused to be paid for, so far as the same may be required from time to time, all governmental permits and authorizations of the various governmental agencies having jurisdiction. NEYM acknowledges that Moses Brown intends to obtain permits such as zoning and other public approvals. NEYM agrees to consent to or join in the application for such permits or authorizations, whenever such action is necessary, but at Moses Brown's sole cost and expense.

ARTICLE 7: Mechanics' and Other Liens; Payments to Public Utilities

7.1 Moses Brown agrees that it shall not suffer or permit any mechanics', laborers', materialmen's or other liens to attach against or be filed against the Leased Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to or on behalf of Moses Brown or to anyone claiming by, through or under Moses Brown (NEYM and Moses Brown hereby expressly agreeing that NEYM shall have no liability whatsoever on account of any such liens, such liability being hereby expressly denied and prohibited). If any mechanics', laborers', materialmen's or other liens shall at any time be filed against the Leased Premises, or any part thereof, Moses Brown shall cause the same to be discharged of record within 60 days after the date of filing the same unless, within such 60 day period, Moses Brown shall furnish NEYM with satisfactory evidence that it has instituted appropriate legal proceedings to contest any such lien which will prevent the enforcement thereof, prior to the final determination of such proceedings.

7.2 Moses Brown shall pay or cause to be paid when due all use and consumption charges and service fees and the like for all public utilities used upon or furnished to the Leased Premises during the term hereof, including, without limitation, charges for water, gas, electricity and telephone service.

7.3 In addition to paying for all utility use and consumption charges and service fees as hereinabove required, Moses Brown shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of poles, wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utilities servicing the Leased Premises.

ARTICLE 8: Insurance

8.1 Moses Brown shall maintain, at Moses Brown's sole cost and expense, but for the mutual benefit of NEYM and Moses Brown, and in the name of NEYM and Moses Brown, such comprehensive general public liability or other insurance as is reasonably prudent for the Leased Premises.

8.2 Every insured loss shall be adjusted and settled promptly by Moses Brown and the insurer. Proceeds of liability insurance shall be applied against payment of the claim covered by such insurance.

8.3 All policies of insurance hereinbefore referred to shall be written in companies authorized to do business in the State of Rhode Island, and shall be written in such form as shall be consistent with the policies applicable to like properties in Providence. All policies of insurance shall provide that any act or negligence of Moses Brown shall not prejudice the rights of NEYM as a party insured under said policies.

8.4 Moses Brown shall deliver to NEYM, on or before the commencement of the Term, certificates or certified copies of all such policies of insurance, in the amounts and covering the risks hereinabove provided, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same, and Moses Brown shall deliver to NEYM, not less than 30 days prior to the expiration of any then current policy, a new policy (or certificates or certified copies thereof) in replacement thereof, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same. However, if the insurance is carried under a blanket policy, Moses Brown may deliver certificates thereof, specifying the amount of insurance allocated to the Leased Premises in lieu of the original policy, as long as the possession of such certificates confers upon the holder thereof the same rights as the holder would have if in possession of the original of such insurance policies.

ARTICLE 9: Condemnation

9.1 In the event that the Leased Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between NEYM, Moses Brown and those authorized to exercise such right (any such matters being herein referred as a "**Taking**"), Moses Brown, in cooperation with NEYM, shall have the right, at its sole cost and expense, to participate in negotiations or any proceedings or agreement related to a Taking in order to protect its interests hereunder.

9.2 If at any time during the Term of this Lease there shall be a Taking by eminent domain of the whole or substantially all of the Leased Premises, the rights of NEYM and Moses Brown with respect to the award shall be as follows: (a) First, to the payment of the costs, fees and expenses incurred by NEYM and Moses Brown in connection with the collection of the award; (b) Second, Moses Brown shall receive an amount equal to the then-appraised value of the portion of the land taken in connection with the Taking and any separate award made by the Taking authority for the consequential damages to NEYM and diminution in value of the portion of the land which is not taken (determined, in each case, by the Taking authority); and (c) all remaining proceeds shall be divided between NEYM and Moses Brown in the ratio which the then value of NEYM's interest in the Leased Premises bears to the then value of Moses Brown's interest in the remainder of the Term, determined, in each case, in accordance with generally accepted appraisal principals.

For the purpose of this Article, "**substantially all of the Leased Premises**" shall be deemed to have been taken if the untaken part of the Leased Premises shall be insufficient to

allow the economic and feasible operation of the Leased Premises by Moses Brown, as determined by Moses Brown in its sole discretion.

9.3 If at any time during the Term a portion of the Leased Premises is subject to a Taking by eminent domain, then this Lease shall terminate as to the portion of the Leased Premises so taken upon the date of the Taking, but this Lease shall continue in full force and effect as to the remainder of the Leased Premises.

9.4 If the whole or any part of the Leased Premises shall be the subject of a temporary Taking, this Lease shall remain in full force and Moses Brown shall be entitled to receive any award so made for the period of the temporary taking so long as such temporary Taking terminates prior to the Expiration Date.

ARTICLE 10: Default; NEYM's Remedies

10.1 Upon an "Event of Default" (as hereinafter defined) this Lease shall remain in force and effect, and NEYM shall have the right to seek injunctive relief or other equitable remedies. Moses Brown agrees that such injunctive relief is appropriate for a breach of its obligations hereunder. These remedies are in addition to all other rights and remedies provided by law or equity, provided that this Lease shall not be terminated on account of an Event of Default.

10.2 A breach of this Lease shall exist if any of the following events (severally "Event of Default" and collectively "Events of Default") shall occur:

(a) Moses Brown shall have failed to pay any charge, additional rent or any obligation of Moses Brown requiring the payment of money under the terms of this Lease for 30 days after written notice from NEYM; or

(b) Moses Brown shall have failed to perform any term, covenant, or condition of this Lease, to be performed by Moses Brown, except those requiring solely the payment of money, and Moses Brown shall have failed to cure the same within 60 days after written notice from NEYM, except that, where such failure could not reasonably be cured within said 60 day period, Moses Brown shall not be in default, and no Event of Default shall exist, unless Moses Brown has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable; or

(c) Moses Brown shall have made a general assignment of its assets for the benefit of its creditors; or

(d) (i) a court shall have made or entered any decree or order adjudging Moses Brown to be bankrupt or insolvent; (ii) a petition seeking reorganization of Moses Brown or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or Statute of the United States or any State thereof is filed against Moses Brown and not dismissed within 60 days thereafter; (iii) a receiver, trustee or assignee of Moses Brown in bankruptcy or insolvency or for its property is appointed and not discharged within 90 days thereafter; (iv) a court shall have made or entered any decree directing the winding up or liquidation of Moses

Brown and such decree or order shall have continued for a period of 90 days; or (v) Moses Brown shall have voluntarily submitted to or filed a petition seeking any such decree or order; or

(e) the sequestration or attachment of or execution or other levy on Moses Brown's interest in this Lease or the Leased Premises shall have occurred and Moses Brown shall have failed to obtain, a return or release of such property within 60 days thereafter, or prior to sale pursuant to such levy, whichever first occurs.

ARTICLE 11: Assignment and Subletting

Except as otherwise provided in this **Article 11**, it is hereby agreed that throughout the Term, Moses Brown shall not transfer assign, mortgage, pledge, or otherwise encumber this Lease or its interest therein, or sublet all or any part of Moses Brown's rights under this Lease or of Moses Brown's interest in the leasehold estate created hereby or of any portion of the Leased Premises shall be made or suffered. The prohibitions expressed in **Section Article 11** against transfer of Moses Brown's interest under this Lease and against transfer of a legal or beneficial interest in Moses Brown shall not apply to transfers to an entity controlling, controlled by, or under common control with Moses Brown. No transfer of Moses Brown's interest under this Lease shall be effective unless accomplished by suitable written instrument recorded in the office in which, by law, records relating to real estate in Providence, Rhode Island, are required to be filed to be effective against *bona fide* purchasers for value of such property, and a true and correct copy thereof, certified as such by the transferor and the transferee, shall have been sent to NEYM in the same fashion in which notices are required to be given under the terms of this Lease.

ARTICLE 12: Covenant Against Encumbrances

12.1 Moses Brown shall have no right or power to, and Moses Brown shall not, in any way, encumber the fee simple title of NEYM in and to the Leased Premises, nor shall such fee simple estate or other interest of NEYM be in any way subject to any claim against Moses Brown by way of lien, or otherwise, whether arising by operation of law, by express or implied contract or in any other manner, and any such encumbrance or claim by way of lien or otherwise upon the Leased Premises, whether arising by operation of law, by any act or omission of Moses Brown or in any other manner, shall accrue only against the leasehold estate of Moses Brown.

12.2 If any such encumbrance or claim by way of lien or otherwise shall exist or be asserted against the fee simple title of NEYM in and to the Leased Premises, then, in addition to any other right or remedy which NEYM may have under this Lease or at law or in equity, NEYM shall have the right, without any obligation so to do, to discharge or pay the same, including the payment of penalties, interest and costs claimed to be due, *provided* Moses Brown shall first have been notified of NEYM's intent to take such action and Moses Brown shall have failed to pay or cause to be discharged such encumbrance or lien within 30 days thereafter. All amounts paid and all costs and expenses incurred by NEYM (including reasonable attorneys' fees) pursuant to the provisions of this **Article 12**, together with interest thereon from the date of any payment or expenditure by NEYM at the annual rate hereinafter set forth, shall constitute additional rent hereunder and shall be payable to NEYM on demand.

ARTICLE 13: Surrender of the Leased Premises

Moses Brown shall, upon termination of this Lease, surrender and deliver the Leased Premises to the possession and use of NEYM, without fraud or delay and in the same order and condition as originally leased, ordinary wear and tear excepted and as from time to time altered not in violation of this Lease. NEYM, upon termination of this Lease for any reason, may, without notice (any notice to quit or intention to re-enter required by law being expressly waived by Moses Brown), re-enter upon the Leased Premises and possess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess Moses Brown and remove Moses Brown and all other persons and property from the Leased Premises which it may elect so to dispossess, to the extent that it has not theretofore otherwise agreed, and may enjoy the Leased Premises and have the right to receive all rents and other income from the same, without hindrance or interference from Moses Brown or anyone claiming by, through or under Moses Brown. Any personal property of Moses Brown remaining on the Leased Premises beyond 30 days after termination of this Lease shall be treated as having been abandoned by it and be retained by NEYM as its sole property or be disposed of, without liability or accountability, as NEYM sees fit.

ARTICLE 14: Mortgages; Leasehold Mortgages

14.1 Notwithstanding any other provisions of this Lease, NEYM shall have no right to encumber, pledge or convey its interest in the Leased Premises by way of one or more mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by NEYM.

14.2 Notwithstanding any other provisions of this Lease, Moses Brown shall at all times and from time to time have the right to encumber, pledge, or convey its leasehold estate in the Leased Premises by way of one or more leasehold mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by Moses Brown; *provided, however*, that Moses Brown shall give prior written notice to NEYM of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such leasehold mortgagee and any other information regarding the leasehold mortgage and security documents which NEYM may require. It is understood and agreed that any provision hereunder which would otherwise prohibit the granting or enforcement of a leasehold mortgage shall be construed and read to all such granting or enforcement.

14.3 It is expressly understood that NEYM shall not have the right to approve any leasehold mortgagee or the terms and conditions of any leasehold mortgage. The rights in this **Article 14** provided may be exercised only by such entities as are mortgage holders.

ARTICLE 15: Notices

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given (a) upon delivery, if delivered in person or by electronic or facsimile transmission with originals to follow by overnight carrier; (b) one business day after having been

deposited for overnight delivery with Federal Express or other comparable overnight courier service, or (c) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by first class or certified mail, postage prepaid, addressed as follows, or to such other address as may thereafter be designated in writing by one party to another:

If to NEYM:

The New England Yearly Meeting of Friends

Attention: _____

Phone: _____

Fax: _____

Email: _____

with a copy to

Attention: _____

Phone: _____

Fax: _____

Email: _____

and if to Moses Brown:

Moses Brown School Incorporated

250 Lloyd Avenue

Providence, Rhode Island 02906

Attention: Head of School

Phone: 401-831-7350

with a copy to

Reavis Cianciolo LLC

55 Dorrance Street, Suite 200

Providence, Rhode Island 02903

Attention: James O. Reavis, Esq.

Phone: (401) 272-5520

Fax: (401) 272-5501

Email: jreavis@rc-legal.com

Either party may change its respective addresses by giving written notice to the other in accordance with the provisions of this paragraph.

ARTICLE 16: Quiet Enjoyment; Encroachments; Limitation of Liability

16.1 NEYM covenants that Moses Brown, upon paying the rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the Term, without hindrance or molestation of NEYM, or any person or persons claiming under or through NEYM, subject to the Permitted Encumbrances and any other matters expressly hereinabove set forth.

16.2 Neither NEYM nor Moses Brown nor, if either Moses Brown or NEYM is a limited liability company, corporation, partnership or joint venture or consists of the trustees of a trust, any manager, member, general or limited partner of, or joint venturer with, or trustee or beneficiary of, or any employee, agent or representative of, Moses Brown or NEYM, as the case may be, shall be personally liable for any of their respective obligations hereunder, and in the event of a claim by either party against the other, the claimant shall look solely to the interests of NEYM or Moses Brown in the Leased Premises, as the case may be, and not to any other assets for satisfaction of such claim.

16.3 NEYM, and its respective successors in title to NEYM's interest under this Lease, shall be liable only for breaches occurring or during its or their respective periods of ownership of such NEYM's interest hereunder, and NEYM shall never be liable to Moses Brown for consequential damages arising out of defaults by NEYM hereunder except for those consequential damages reasonably foreseeable by NEYM on the basis of facts actually known to it at the time of any such default by NEYM.

ARTICLE 17: Estoppel Certificate

Moses Brown and NEYM agree at any time and from time to time, upon not less than 10 days' prior written notice by one of them or any leasehold mortgagee requesting the same, to execute, acknowledge and deliver to the other party or any leasehold mortgagee a statement in writing, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which any amounts hereunder have been paid in advance, stating whether or not, to, the best knowledge of the party executing such statement, there are defaults or Events of Default under this Lease, and, if so, specifying each such default, it being intended that any such statement delivered pursuant to this **Article 17** may be relied upon by any prospective purchaser or assignee of the fee or leasehold or any leasehold mortgagee or assignee of any leasehold mortgagee, or any subtenant of Moses Brown.

ARTICLE 18: General

18.1 The captions used in this Lease are for the purpose of convenience only and shall not be construed to define, limit or extend the meaning of any part of this Lease.

18.2 Any executed copy of this Lease shall be deemed an original for all purposes.

18.3 In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Rhode Island.

18.4 The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and assigns (to the extent this Lease is assignable under the terms hereof). NEYM and Moses Brown each warrant and represent to the other that corporate or other action has been taken by the warranting party to authorize the execution and delivery of this Lease and that this Lease is valid and binding upon it in accordance with its terms.

18.5 The waiver by NEYM or Moses Brown of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein contained.

18.6 Each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease, and with respect to the exercise of each and every right reserved herein, and wherever in this Lease the consent, approval or exercise of judgment or discretion of either party is required or requested, such consent or approval shall not be withheld, conditioned or delayed unreasonably and such judgment or discretion shall not be exercised arbitrarily, but shall be exercised reasonably and promptly.

18.7 In the event either party shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Lease, or to enforce, protect, determine or establish any term or covenant of this Lease or right of such party, or in the case of NEYM to recover rent or to terminate the tenancy of the Leased Premises, the prevailing party shall be entitled to recover from the other party as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs.

18.8 NEYM and Moses Brown mutually agree to execute herewith a Notice of Lease with respect to this Lease substantially in the form attached hereto as *Exhibit C*, which shall be recorded forthwith with the City of Providence Registry of Deeds.

18.9 This Lease may be executed in counterparts and it shall be sufficient that the signature of each party appear on one or more of such counterparts.

ARTICLE 19: Integration

19.1 This Lease, and the Exhibits and addenda, if any, attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. No subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

Signatures appear on following page

IN WITNESS WHEREOF, the parties hereto have executed this Lease as an instrument under seal as of _____, 2009.

NEYM:

THE NEW ENGLAND YEARLY MEETING OF FRIENDS

By: _____
Name: _____
Title: _____

MOSES BROWN:

MOSES BROWN SCHOOL INCORPORATED

By: _____
Name: Habib Y. Gorgi
Title: Clerk, Board of Overseers

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

EXHIBIT C

FORM OF NOTICE OF GROUND LEASE

In accordance with the provisions of General Laws of the State of Rhode Island, as amended from time to time, notice of the Ground Lease described below is hereby given as of _____, 2009.

LANDLORD: **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation with an address _____.

TENANT: **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation with an address 250 Lloyd Avenue, Providence, Rhode Island.

LEASE AGREEMENT: Ground Lease dated as of the date hereof by and between NEYM and Moses Brown.

DESCRIPTION: That certain real estate located in Providence, Rhode Island (referred to in the Ground Lease as the Leased Premises) as more particularly described in ***Exhibit A*** attached hereto and hereby made a part hereof.

TERM OF LEASE: 99 years, unless terminated sooner pursuant to the Lease Agreement.

COMMENCEMENT: The date hereof.

OPTIONS AND EXTENSIONS: None.

SUBLEASE: Moses Brown has no right to assign or sublease the Leased Premises except as set forth in the Lease Agreement.

MISCELLANEOUS: All capitalized terms used herein (and not otherwise defined) shall have the same meaning as set forth in the Lease Agreement. This Notice of Ground Lease is executed only for the purpose of giving notice of the existence of the Lease Agreement and is not intended to modify, expand or reduce any of the rights of NEYM and Moses Brown as set forth in the Lease Agreement. NEYM and Moses Brown agree to record a Notice of Termination upon the expiration or earlier termination of the Lease Agreement.

Signatures appear on following page

Executed as an instrument under seal, by the duly authorized representatives of the parties, as of the date and year set forth above.

NEYM:

THE NEW ENGLAND YEARLY MEETING OF FRIENDS

By: _____
Name: _____
Title: _____

MOSES BROWN:

MOSES BROWN SCHOOL INCORPORATED

By: _____
Name: _____
Title: _____