

UNIFORM REAL ESTATE LICENSE AGREEMENT

Between

THE UNIVERSITY OF RHODE ISLAND

BOARD OF GOVERNORS FOR HIGHER EDUCATION

And

SIGMA KAPPA NATIONAL HOUSING CORPORATION

To Construct, Improve and/or Maintain a Sorority House

On

16 FRATERNITY CIRCLE
KINGSTON, RHODE ISLAND

UNIFORM REAL ESTATE LICENSE AGREEMENT

AGREEMENT entered this ____ day of _____, 2007 between the UNIVERSITY OF RHODE ISLAND, (the "University") by and through its governing board, the BOARD OF GOVERNORS FOR HIGHER EDUCATION (the "Board of Governors") and SIGMA KAPPA NATIONAL HOUSING CORPORATION, a _____ corporation with a business address of 8733 Founders Road, Indianapolis, Indiana 46268 ("Sigma Kappa").

WHEREAS, the Board of Governors is the owner of that certain parcel of land located at 16 Fraternity Circle, in the Village of Kingston, Town of South Kingstown, State of Rhode Island as more fully described on Exhibit A, attached hereto and made a part hereof (the "Licensed Premises"); and

WHEREAS, Sigma Kappa, is successor in interest and current owner of that certain residential building, sometimes referred to as the "Chapter House" previously owned by Phi Chapter of Sigma Kappa, a Rhode Island non-profit incorporated student organization at the University of Rhode Island, also known as and referred to as the Sigma Kappa Sorority (the "Sorority"); and

WHEREAS, the said residential building has been used and maintained on the Licensed Premises as a Sorority house for the housing of students by the Sigma Kappa Sorority; and

WHEREAS, Sigma Kappa wishes to continue to use and maintain the said residential building as a Sorority house for the housing of students and benefit of the Sigma Kappa Sorority; and

WHEREAS Sigma Kappa desires to obtain a license from the Board of Governors for the use, occupancy, and possession of the Licensed Premises for that purpose; and

WHEREAS, the Board of Governors has determined that the granting of such a license for that purpose is in the best interest of the University of Rhode Island (the "University") and will satisfy a portion of the University's needs for student housing;

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 is hereby acknowledged, the parties agree as follows:

01.0 Term. This license agreement ("Agreement") shall commence on the date of the final approval required by law and shall continue from year to year thereafter until terminated by either party as provided herein.

02.0 Grant of License. The Board of Governors grants to Sigma Kappa, subject to the terms and conditions set forth herein, the right and license to construct, improve, maintain and operate upon the Licensed Premises a residential building (the "Building") as a Sorority house for the housing of students and benefit of the Sigma Kappa Sorority or, if approved by the University, for the housing of students generally but for no other purpose.

03.0 Student & University Regulations. The members of the Sorority, as well as any and all other students residing in the Building shall at all times be subject to and comply with all University policies and regulations applicable to University students in general as well as those relating specifically to fraternities and sororities. In the event that the Sorority or other parties residing in the Building are suspended or dismissed from the University or are otherwise sanctioned by the University for violations of University policies and regulations, the University may, but shall not be obligated to, permit Sigma Kappa to lease the Building to some other sorority, sorority, group, fraternity, fraternity group or society of students recognized by the University. In no event, however, shall Sigma Kappa lease, assign, license, sublet, or sublicense the Building to, or otherwise permit the Building to be occupied by, any other sorority, sorority, group, fraternity, fraternity group, society of students, persons or entities without the prior written consent and approval of the University which consent and approval may be given or withheld in the sole and absolute discretion of the University.

04.0 Maintenance and Repairs. Sigma Kappa 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 (unless by separate driveway/parking lot agreement this is being done by URI Parking Services), grass cutting and trash removal. Sigma Kappa shall also keep and maintain the Building neat, clean and in good order, condition and repair, including without limitation, the roof, plumbing, electrical, heating, air conditioning, similar mechanical systems, normal wear and tear excepted, and shall further keep, maintain and operate the Building 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 Building shall be subject to inspection by the University in accordance with the building and maintenance inspection schedules of the University or as otherwise determined by the University in its sole discretion. Sigma Kappa shall be responsible to promptly correct any deficiencies, including violations of its obligations set forth in Paragraph 04. Maintenance and Repairs 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 fifteen (15) days from the date the University provides Sigma Kappa with notice of the deficiencies. In such event, the procedures set forth in Paragraph 06. New Construction, Extensions and Renovations of this License Agreement shall apply to the approval and performance of the corrective work. In the event of the failure or refusal of the Sorority 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 direct that the room and board fees paid by the students housed in the Building 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. In the event that the deficiencies uncovered present a danger, as determined in the sole and absolute discretion of the University, to the health and safety of the students housed in the

Building, the University shall have the right to direct the students to vacate the Building, without cost or liability to the University, until the Building has been determined by the University to be safe for occupancy by the students.

06.0 New Construction, Extensions and Renovations. The following provisions and procedures shall apply to the construction of a new building, or to any extensions and/or repairs, renovations and improvements (including corrective work) to the existing Building, all of which shall be individually and collectively referred to as the "Work".

06.1 Prior to the commencement of any Work on the Building, the Sorority shall submit to the University's Vice President for Administration, or his/her designee, (the "Vice President or his/her designee") a complete plan of the scope of work and specifications as required by law or the University for the said for written approval by the University which approval shall not be unreasonably withheld. 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. Unless expressly waived in writing by the University all such plans and specifications for the Work shall be prepared by a licensed architect. During the construction or the performance of the Work on the Building, Sigma Kappa 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 primarily for administrative purposes to ensure that the Work is being conducted in accordance with the approved plans and specification and shall not constitute an agency, joint venture, or partnership relationship with Sigma Kappa. Sigma Kappa shall remain fully responsible for the Work on the Building and does hereby agree to indemnify, defend and hold harmless the University, the Board of Governors and the State of Rhode Island, their respective agents, representatives, employees, successors and assigns, from 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 on the Building, 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 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. Sigma Kappa shall be responsible for obtaining, at its sole cost and expense, all permits, licenses and approvals required by law, ordinance or regulation as set forth herein applicable to the Work.

06.3 In addition to the above, the repairs, renovations and improvements shall be consistent with standard University student housing program requirements.

07.0 Mechanics and Other Liens. Sigma Kappa shall not permit or suffer to be filed against the Licensed Premises, the Building or any interest therein, any mechanics'

liens, materialmens' liens, or other liens, claims or encumbrances of any kind. If any such lien, claim or encumbrance is filed against the Licensed Premises, Building or any interest therein, it shall be the duty of Sigma Kappa, within sixty (60) days after receipt of notice of such lien, claim or encumbrance, to cause the Licensed Premises, Building or interest so liened to be fully released therefrom, either by payment, posting a bond, payment into the registry of court an amount necessary to relieve and fully release the Licensed Premises, Building 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. In the event of the failure or refusal of Sigma Kappa to cause the Licensed Premises, Building 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 direct that the room and board fees paid by the students housed in the Building 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.

07.1 This section shall not apply to any secured loan issued to Sigma Kappa or the Sorority by any bank or other lender for the construction of a new building or to any extensions and/or repairs, renovations and improvements (including corrective work) to the existing Building approved by the University as provided herein in which the Building has been pledged as security for the loan.

08.0 Insurance. Sigma Kappa 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 providing comprehensive general liability coverage with policy limits not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit each occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, together with property damage coverage (including fire and extended coverage) covering building and contents with policy limits not less than Five Million and 00/100 Dollars (\$5,000,000.00) combined single limit each occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate or other such property damage coverage amount that may be reasonably required or agreed upon by the University. All required policy limits shall be exclusive of any applicable deductibles, retentions or self-insurance reserves. In addition to Sigma Kappa, the University of Rhode Island, Board of Governors for Higher Education, and State of Rhode Island shall be named insureds on all policies of insurance required hereunder as their interests may appear.

08.1 Sigma Kappa shall provide the University, upon execution of this Agreement, and upon reasonable request thereafter, with a certificate of insurance in usual form, evidencing insurance policies and coverage in compliance with this paragraph 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 10 business days prior to said cancellation or modification.

08.2 The amounts and types of insurance coverages required by this Licenses Agreement shall be subject to review every three (3) years during the term of this License Agreement, beginning on the first three year anniversary date of the initial commencement date of this License Agreement 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 Sigma Kappa 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.

09.0 Indemnification. Sigma Kappa agrees to and shall indemnify, defend and hold harmless the University, the Board of Governors, and the State of Rhode Island, their respective officers, employees, students, contractors or agents, 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 Sigma Kappa or the Sorority; (ii) the use and occupancy of the Licensed Premises by Sigma Kappa and/or the Sorority, (iii) the management, maintenance and operation of the Building as a Sorority house or student housing; or (iv) any acts or omissions of Sigma Kappa and/or the Sorority or any of their respective officers, directors, employees, student members, contractors or agents.

10.0 Hazardous Materials. Sigma Kappa 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 Building 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. Sigma Kappa 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, Board of governors 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 of Governors 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

11.0 Taxes and Assessments. Sigma Kappa shall promptly pay or cause to be paid, any and all property taxes, fire district taxes, and/or other municipal assessments imposed on the Building and improvements by the Town of South Kingstown and/or

other taxing authority, if any. The failure of refusal of Sigma Kappa to promptly pay or cause to be paid the said taxes and assessments as provided herein may result in the termination or revocation of this License by the University without penalty or liability to the University or the Board of Governors.

12.0 Right to Acquire Title to Building. The Board of Governors shall have the exclusive right to acquire title and full ownership of the Building and improvements (by bill of sale or other instrument satisfactory to the Board of Governors) at any time for the benefit of the University, subject 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 Sigma Kappa and paying to Sigma Kappa or to the approved secured lender or creditor, or both, an amount equal to the then fair market value of the Building and improvements. An approved secured lender or creditor for the purpose of this License Agreement is one in whose favor the Board of Governors has executed and delivered a Waiver of Interest in Chattel and/or other related instruments and documents.

12.1 The parties agree to submit any dispute they may have regarding the fair market value of the Building and improvements 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 Sigma Kappa, except that each party shall be solely responsible for its own counsel and witness fees.

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

13.0 Termination of License. Except as otherwise provided Paragraph 12.0, this License Agreement may be terminated at any time by the Board of Governors without obligation to pay the fair market value of the Building and improvements or any other liability or penalty to the University, or the Board of Governors for the failure of Sigma Kappa and/or the Sorority to perform or otherwise be in breach of any of the terms and conditions of this License Agreement, including without limitation, the failure of Sigma Kappa and/or the Sorority (i) to promptly pay when due all taxes and assessments imposed on the Licensed Premises, the Building and improvements; (ii) to promptly pay when due all loans and/or other financial obligations to any bank or lender that has a security interest in the Building and improvements; (iii) to promptly pay and reimburse the University when due any and all funds paid by the University pursuant to this License Agreement; (iv) to commence and/or complete the construction of any new building or any extension, renovation or improvements to the existing Building

13.1 In such event, the Board of Governors shall provide to Sigma Kappa a written notice of intent to terminate the License Agreement specifying the effective date of termination, the reasons therefore and providing a reasonable cure period, not to exceed thirty (30) days, that will allow Sigma Kappa an opportunity to correct the failure

or breach prior to the effective date of termination. The effective date of termination may be any date following the expiration of the cure period specified in the notice of intent to terminate.

13.2 A copy of the notice of intent to terminate the License Agreement may be sent, as a courtesy, to the approved lender or secured creditor where possible on the same date as it is provided to Sigma Kappa but the failure of the Board of Governors to do so shall have no effect on either the effective date of termination or right of the Board of Governors to terminate the License Agreement.

14.1 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.

14.2 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.

14.3 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.

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

14.5 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.

14.6 Economic hardship shall not constitute force majeure.

14.7 If the force majeure continues for a period greater than sixty (60) then either party shall have the right to terminate this License Agreement at any time thereafter without further obligation to the other.

15.0 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 on the fifth business day following the date of mailing 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 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. A postmarked postal receipt shall be deemed adequate 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: Vice President for Student Affairs
University of Rhode Island
Memorial Union Building
Kingston, Rhode Island 02881

To Sigma Kappa: Attn: President of the Corporate Board
Sigma Kappa National Housing Corporation.
8733 Founders Road
Indianapolis, Indiana 46268

15.1 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.

16.0 Miscellaneous.

16.1 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.

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

16.3 This License Agreement shall not be assigned in whole or in part by Sigma Kappa without the prior written consent of the University which consent may be given or withheld in the sole discretion of the University. Any assignment, mortgage, pledge or encumbrance made by either party without such consent shall be null, void and of no effect.

16.4 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.

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

16.6 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.

16.7 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.

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

16.9 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.

16.10 This instrument contains the entire agreement of the parties with regard to its subject matter and purpose as set forth in this License Agreement but may be subject to and shall not supersede or replace prior agreement between the parties unrelated to the subject matter and purpose of this License Agreement

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.

UNIVERSITY OF RHODE ISLAND

Witness

By: _____
Its: Assistant Vice President for Business Services

BOARD OF GOVERNORS FOR HIGHER
EDUCATION

Witness

By: _____
Its: Chairman

SIGMA KAPPA NATIONAL HOUSING
CORPORATION

Witness

By: _____
Its: President

EXHIBIT A

Legal Description to be attached