

COOPERATIVE MUTUAL
INVESTMENTS & FINANCE

THE ASSIGNMENT OF LEASE made and entered into this 15th day of January 2017 by and between the City of Warwick, a municipal corporation, located within the limits of the limits of Rhode Island, and located in the County of Providence, State of Rhode Island, hereinafter called the "Lessor" and the Boys & Girls Clubs of Warwick, a Rhode Island non-profit corporation, hereinafter called the "Lessee."

WITNESSETH

That the Lessor, for and in consideration of the real and personal estate consideration hereinafter described, does hereby demise and lease unto the Lessee a certain portion of the premises identified as the Cooper Building, located at 802 South Main, and as listed on Warwick Tax Assessors File 343, Assessment Lot 343 (the "Demised Premises").

TO HAVE AND TO HOLD the Demised Premises shall be set and established by the City of Warwick for the use of youth recreational activities, together with storage for items of property belonging to the Lessee for a period of ten (10) years, from the 1st day of July, 2017, unless sooner terminated as provided herein, yielding and paying hereunder, during said term, an annual rental in the sum of One Dollar (\$1) per and payable annually on the day of the next lease year.

Such notice to terminate shall be given six (6) months prior to the intended date of termination. Termination of the lease shall also occur if, at any time, the Lessee ceases to operate as a viable nonprofit agency. Such determination shall be made in common by representatives of the Lessee and the Lessor and if necessary a neutral arbitrator agreeable to both parties or in the absence of such agreement, by an arbitrator selected by the American Arbitration Association. Consideration shall be given to the level and quality of services offered by the Lessee, as well as the financial stability of the organization. If it is determined that the Lessor is no longer a viable organization, vacancy of the properties herein described shall be accomplished within sixty (60) days of such determination. In the event that the Lessor sends notice by registered mail to the Lessee at the Lessee's primary office (said address) that the Lessor has ceased to operate and the Lessee does not respond to said notice in writing to be

received by the Lessee from the City of Warwick, Department of Education, which is (1) that when it shall be conclusively determined that the Lessee has agreed to undertake a suitable renovation and the Lessee shall have the absolute right to terminate this lease and to enter the Demised Premises without further action being necessary.

It is agreed upon between the parties herein that in addition to the heretofore described fixtures, together with the buildings and improvements which are situated thereon, this lease will include all such equipment, furniture, and other contents of the building or buildings owned by the Lessee and located on the above described Demised Premises. It is understood and agreed that all contents of the building, that have been purchased or will be purchased by the Lessee and will remain the Lessee's property and not part of this lease.

It is further understood and agreed that the Demised Premises shall, in addition to the permitted use by the Lessee, be used as a multi-purpose community center that will serve the Warwick community and vicinity, and that the leased premises may be used as a polling place. No other activity or use of the Demised Premises shall be permitted without further written agreement of the Lessor.

The Lessee shall not remove, alter or encroach on the Demised Premises in any manner without first obtaining the expressed written consent of the Lessor, except for painting and mounting objects on the walls.

The Lessee agrees to maintain the Demised Premises in good condition except that equipment and other contents which have, in the judgment of the Lessor, and with the consent of the Lessor, become obsolete will be removed from the Demised Premises and discarded or conveyed to the Lessee, at the Lessee's option.

The Lessee shall develop a master schedule for the use of the Demised Premises with the Warwick Park and Recreation Department or as otherwise designated by the Lessor at the start of each calendar year. The Lessor reserves the right to overrule any previously scheduled activity in the event of an emergency.

The Lessee agrees to waive the Lessor's harmless liability for any injury or damage to either person or property arising out of the Lessee's use of the Demised Premises, unless said injury or damage is caused by the Lessor. Further, the Lessee agrees to carry liability insurance on the Demised Premises and name the Lessor as an additional insured on that said policy of

insurance commitments on behalf of Lessor's liability to the Lessor's liability with a certificate from the insurance company that said insurance is in full force and effect.

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whatsoever may be any time by falling or collapsing or visiting the Demised Premises or by any, or about the same, whether or not loss, injury, death, or damage of all be caused by or in any way result from, or be due to, any negligence or omission or negligence of Lessee or any occupant, visitor, or user of any portion of the premises, or all result from or may be caused by any other matter or thing within of the same and as one of a different kind from the matters of the things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever or amount of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or to be erected, placed or built on the Demised Premises, and to the property of Lessee in, on or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time. The laws prevailing sometimes shall not apply to (i) loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessee, their agents, or employees, and (ii) loss, injury, death or damage arising by reason of the negligence or misconduct of individuals or entities outside the control of Lessee. The cost of insurance shall be borne by the Lessee, and any improvements which are an integral part of the building shall heretofore be the property of the Lessor upon termination of this lease.

Should the property under Demised Premises be damaged by fire or other non-sudden casualty so as not to be usable, or should the property be taken by eminent domain or otherwise taken or seized under law by total expropriation or if the Lessee should cease to exist as a corporate body or ceases the Demised Premises, this lease will terminate and the obligations of the parties hereto cease and terminate. Lessee agrees to pay to the Lessor out of any insurance proceeds recovered, and part attributable to the building and such contents as may be the property of the Lessor as of the date the lease had been scheduled to terminate.

Lessee shall not be liable for taxes, water, gas, light, telephone, telephone service, sewer use and assessments, and other public utilities of any kind furnished to the Demised Premises throughout the term hereof, except for services installed exclusively for the benefit of the Lessee at the Lessee's direction.

The lessor hereby grants, conveys and covenants to the lessee the right to use the premises for the purpose of viewing the same or for any other legal purpose, subject to the lessor's retaining the right to enter the premises at any time to inspect the premises and to see that the condition of the premises is maintained as to control who enters and who uses such premises. The lessee shall not assign this lease or sublet the premises or any portion thereof.

IN WITNESS WHEREOF, the said City of Warwick and the Boys and Girls Club of Warwick by their duly authorized officers, hereunto have caused to be executed and their seals to be hereunto affixed this 27th day of January, 2016.

City of Warwick
Don V. ...
 Mayor

Boys and Girls Club of Warwick
[Signature]
 President

STATE OF RHODE ISLAND
 COUNTY OF KENT, RI

In Warwick on the 26th day of January, 2016, before me personally appeared Scott Avedisian, Mayor of the City of Warwick, to me known by me to be the person executing the foregoing instrument for and on behalf of said City of Warwick, who, being by me duly sworn, did depose and say that he signed his name hereon by authority of said City of Warwick and acknowledged the said lease as the act and deed of said City of Warwick.

[Signature]
 Notary Public
 - 2016

STATE OF RHODE ISLAND
 COUNTY OF KENT, RI

In Warwick on the 26th day of January, 2016, before me personally appeared [Signature] of the Boys and Girls Club of Warwick, to me known by me to be the person executing the foregoing instrument for and on behalf of said Boys and Girls Club of Warwick, who, being by me duly sworn, did depose and say that they signed their names hereto by authority of said Boys and Girls Club of Warwick and acknowledged the said lease as the act and deed of said Boys and Girls Club of Warwick, Inc.

[Signature]
 Notary Public
 - 2016