

# RESOLUTION OF THE CITY COUNCIL

*No.* 189

EFFECTIVE March 30, 2015

WHEREAS, The **City of Providence** owns certain real property located at 93 Cranston Street in Providence, Rhode Island (hereinafter known as the "Property"); and

WHEREAS, The **ROCKWELL AMUSEMENTS & PROMOTIONS, INC.**, a Rhode Island corporation with an address at 10 Red Oak Drive, Johnston, Rhode Island 02919 (hereinafter referred to as "Operator") wishes to utilize the Property on a temporary basis for the purpose of operating a carnival amusement attraction open to members of the general public; and

WHEREAS, The **City of Providence** wishes to grant a temporary license to the Operator to operate a carnival amusement attraction on the Property open to members of the general public.

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a temporary license to the Operator to operate a carnival amusement attraction on the Property open to members of the general public. Said temporary license shall be granted specifically upon terms of the Temporary License Agreement attached hereto.

IN CITY COUNCIL  
MAR 19 2015

READ AND PASSED  
  
PRES.  
  
CLERK

Effective without the  
Mayor's Signature



Lori L. Hagen  
City Clerk

LICENSE AGREEMENT

by and between

THE CITY OF PROVIDENCE

and

ROCKWELL AMUSEMENTS & PROMOTIONS, INC.

DATED: March \_\_, 2015

**TEMPORARY LICENSE AGREEMENT**

THIS TEMPORARY LICENSE AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into as of the \_\_\_\_ day of March, 2015, by and between the City of Providence, a municipal corporation having a mailing address of Director of Public Property, City of Providence, 25 Dorrance Street, Providence, RI 02903 (hereinafter referred to as "Owner"), and **ROCKWELL AMUSEMENTS & PROMOTIONS, INC.**, a Rhode Island corporation with an address at 10 Red Oak Drive, Johnston, Rhode Island 02919 (hereinafter referred to as "Operator").

**W I T N E S S E T H:**

WHEREAS, the Owner is the owner of certain property located at 93 Cranston Street in Providence, Rhode Island, which real estate is more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Operator wishes to utilize the Property on a temporary basis for the purpose of operating a carnival amusement attraction open to members of the general public; and

WHEREAS, the Owner is willing to grant a temporary license to the Operator to operate a carnival amusement attraction on the Property open to members of the general public; and

WHEREAS, the parties which to set forth the terms and conditions of their agreement as to the Operator's temporary license of the Property for the purpose of operating a carnival amusement attraction.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

## ARTICLE 1

### License, Use, Term and Condition of Property

Section 1.01 The Owner, for and in consideration of of the payment of the license payment prescribed herein and the faithful performance by the Operator of the other terms, covenants, agreements and conditions herein contained on the part of Operator to be kept and performed, hereby grants the Operator a revocable license (and not a lease) and authorizes the Operator to enter upon the Property during the term of this Agreement for the purpose of operating on the Property a carnival amusement attraction, including amusement rides.

Section 1.02 The Operator shall use the Property for the purpose of operating a carnival amusement attraction, and for no other purpose. The Operator shall make no permanent improvement to, nor alteration of, the Property without the express prior written approval of the Owner, which may be withheld. Without limiting the foregoing, the Property shall not be used for any use which is disreputable, creates fire hazards, involves the storage of any hazardous materials or substances, or creates a nuisance or disturbance. In no event shall the Operator allow the use or storage of hazardous materials or substances on the Property, or materials or substances prohibited

from use on the Property by applicable laws, rules or regulations. The Operator's use of the Property shall be in compliance with all applicable federal, state and local laws, rules and regulations, and prior to the commencement of the term of this Agreement, as a precondition to the Operator's access to, and use of, the Property, the Operator shall provide the Owner with proof of having obtained all required permits, licenses and authorizations necessary to use the Property for the purposes set forth herein during the term of this Agreement. The Operator's use of the Property shall be at the sole risk and expense of the Operator, and the Owner shall have no responsibility or liability for any loss of or damage to the Operator's property or for any inconvenience, annoyance, interruption or injury by or from the actions of the Owner, its employees, agents, representatives or contractors.

Section 1.03 The Operator shall accept the Property upon the commencement of the term of this Agreement "as is, where is", in its then-existing condition. The Owner has not made, and does not make, any representation or warranty to the Operator as to the condition of the Property, its suitability for the uses to which the Operator is authorized under this Agreement, or any other matter or condition pertaining to the Property. The Operator represents that it has inspected the Property and made a determination that the Property is suitable for the purposes for which it may be used under this Agreement.

The Operator acknowledges and agrees that it has been advised by the Owner that the Property has been impacted by environmental contamination and that certain conditions on the Property have been remediated and that the following conditions currently exist on the Property:

1. Contamination of perchloroethylene (PCE) in groundwater, although such levels are compliant with current Rhode Island Department of Environmental Management GB Groundwater criteria.

2. Petroleum impacted subsurface soil at depths of from 11 feet to 30 feet below the ground surface.

The Operator further represents that it has had the opportunity to consult with environmental professionals and legal counsel with regard to the aforesaid environmental conditions on the Property (the "Environmental Conditions") and that the Operator accepts such Environmental Conditions on the Property. The Operator acknowledges and agrees that the Owner has not made, does not make, and the Owner specifically disclaims, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (ii) the suitability of the Property for any and all activities and uses which the Operator may conduct thereon including but not limited to the Operator's use, (iii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental body, (iv) the habitability, merchantability or fitness for a

particular purpose of the Property, or (v) any other matter with respect to the Property, and the Owner specifically disclaims any representations regarding hazardous materials. The Operator, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action or claim for contribution or other action or claim against the Owner, the City of Providence, or any related party based on (a) any federal, state or local environmental law or health and safety law or regulation, or any similar law now existing or hereafter enacted, (b) any discharge, disposal, release, or escape of any chemical, or any material whatsoever, on, at, to, or from the Property, or (c) any environmental conditions whatsoever on, under, or in the vicinity of the Property (if, as to an environmental condition in the vicinity of the Property, such environmental condition in the vicinity of the Property emanated from or migrated from the Property). The provisions of this Section 1.03 shall survive the termination of this Agreement for any reason.

Section 1.04 The term of this Agreement shall commence on April 27, 2015, for a period of seven (7) days, and shall expire on May 3, 2015 (the "Term"), unless sooner terminated as provided herein, and the Operator shall not have access to the Property prior to the commencement of the Term.

Section 1.05 The Owner's representatives shall have the right to enter the Property during the Term for all purposes, including without limitation the determination if the Operator is in compliances with the terms hereof, provided that such use does not interfere with the Operator in the enjoyment of its rights granted by this Agreement and the performance of its obligations under this Agreement.

Section 1.06 The Operator shall make no permanent improvement to, nor alteration of, the Property without the express prior written approval of the Owner, which may be withheld or denied in the Owner's sole discretion.

## ARTICLE 2

### License Fee and Security Deposit

Section 2.01 The Operator covenants and agrees to pay to the Owner upon the date of execution and delivery of this Agreement, and as a precondition to the effectiveness of this Agreement, (i) the amount of One Dollars (\$1.00), as a non-refundable license fee in consideration of the license herein granted, and (ii) the amount of Two Thousand Dollars (\$2,000.00), paid to the Providence Redevelopment Agency, as a security deposit to secure the payment and performance of the obligations of the Operator under this Agreement (the "Security Deposit"), which Security Deposit may be utilized by the Owner to offset any damages or costs incurred by the Owner resulting from the breach of the Operator's duties and obligations under this Agreement. In the event the Operator fully and faithfully performs its obligations under this Agreement, the Security Deposit shall be returned to the Operator within ten (10) days following the expiration of the term of this Agreement. The license fee has been set by the Owner at a de minimus level in recognition of the Operator making a charitable contribution of One Thousand Five Hundred Dollars (\$1,500.00) on or before, March 15, 2015 to Rekindling the Dream Foundation, a 501(c)3 entity formed by the Providence School Department, with an address at 797 Westminster Street, Providence, Rhode Island, with an additional Five Hundred Dollar (\$500) contribution to be made to the same charitable entity in the

event the Operator determines in its good faith commercially reasonable judgment that the carnival was successful, such additional contribution to be made prior to April 30, 2015 if it is to be made .

Section 2.02 The Operator shall pay to the Owner any out-of-pocket charges or costs incurred during the term of this Agreement by the Owner and pertaining to the use of the Property by the Operator, including without limitation increased insurance costs and utility costs, including without limitation electricity, water and sewer. Such costs and expenses shall be determined by the Owner in good faith and provided to the Operator for prompt payment.

Section 2.03 All other sums required to be expended by the Operator under this Agreement in order to utilize the Property for a carnival amusement attraction, as well as to set up, operate and maintain, and take down all equipment, property, staging, materials, etc. necessary and appropriate to the use and operation of a carnival amusement attraction shall be payable by the Operator and shall not be the responsibility of the Owner.

### ARTICLE 3

#### Payment of Impositions

Section 3.01 The Owner shall be obligated to pay any and all impositions assessed against the Property during the term of this Agreement, including without limitation real estate taxes and property taxes to the extent assessed, unless otherwise expressly provided to the contrary herein.

## ARTICLE 4

### Surrender

Section 4.01 On the last day of the Term hereof or upon any earlier termination of this Agreement, except in the event of any lawful re-entry by the Owner upon the Property, the Operator shall surrender the Property in good order, condition and repair, in the same or better condition than at the commencement of the Term, reasonable wear and tear excepted, and free and clear of any liens or encumbrances created by the Operator.

Section 4.02 All installations made on the Premises by the Operator shall be removed by the Operator at its sole cost and expense either prior to the expiration of the Term or any earlier termination of this Agreement. All materials and equipment not on the Property at the commencement of the Term and not placed on the Property after the commencement of the Term by the Owner or its representatives, shall be removed by the Operator as the Operator's sole cost and expense. The Operator shall remove all trash, rubbish, debris, and other materials from the Property not located on the Property prior to the commencement of this Term or not placed on the Property after the commencement of the Term by the Owner or its representatives. Any damage to the Property occasioned by the Operator and/or the use of the Property, as well as by the removal of any installations made on the Property by the Operator, shall be repaired at the Operator's sole cost and expense. Any items brought on the Property by the Operator or during the Term of this Agreement which are not removed by the Operator shall be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or

otherwise disposed of the Owner without notice to the Operator and without any obligation to account for such items, and any cost incurred by the Owner in doing so shall be promptly paid by the Operator. The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5

### Insurance and Indemnity

Section 5.01 The Operator shall, at its sole cost and expense, during the entire term of this Agreement, carry and maintain comprehensive general liability insurance in such form as shall protect the Owner, the Operator, and the Lot 504 (as additional insureds) from any loss, costs, damage or liability imposed by law on account of (1) bodily injuries, including death resulting therefrom, suffered by any person or persons within, upon or about the Property or the sidewalks or ways adjacent thereto, in an amount for any accident resulting in injuries to one person, including death, of not less than Three Million Dollars (\$3,000,000), and subject to the same limit for each person, the total coverage on account of any one accident resulting in injuries to more than one person, including death, to be not less than Five Million Dollars (\$5,000,000) and (2) damage to property, arising out of the Operator's use of the Property or access to the Property or out of Operator's use hereunder, in an amount of not less than One Million Dollars (\$1,000,000).

Section 5.02 The Operator shall, at its sole cost and expense, and during the entire term of this Agreement, carry and maintain all-risk insurance at replacement cost value insuring the Operator's personal property either existing on the Property at the commencement of the term of this Agreement or installed by the Operator during the term of this Agreement. Tenant shall also pay all premiums of insurance maintained by the Owner and insuring the Owner and covering the Premises.

Section 5.03 The Owner and its agents shall not be liable for any damage to property of the Operator, nor for the loss of or damage to any property of the Operator by theft or otherwise, unless caused by the willful misconduct or gross negligence of the Owner or its agents. The Operator acknowledges that it is solely responsible for the security of its own equipment on or in proximity to the Property. The Operator agrees to indemnify and hold harmless the Owner, the Lot 504 Owner, and the City of Providence and its members, officers, directors, contractors, agents and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including, but not limited to, reasonable counsel fees and disbursements incurred in any action or proceeding), to which the Owner or any such member, officer, director, contractor, agent or employee may be subject or suffer by reason of any liability or claim for any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) arising from or in connection with the use and occupancy of the Property or from any work, installation or thing whatsoever done or omitted to be done with respect to the Property during the term of this Agreement, or pertaining to the use of, access to or egress from,

the Property or otherwise arising under this Agreement, whether during the term of this Agreement or otherwise, or due to or resulting from any default by the Operator in the performance of the Operator's obligations under this Agreement or from any act, omission or negligence of the Operator or any of the Operator's agents, contractors, servants, employees, subtenants, licensees, guests or invitees, provided that the Operator shall have no duty to indemnify and hold harmless the Owner for any claims resulting from the negligence, willful misconduct or wanton conduct of the Owner. The indemnity set forth herein shall survive the expiration or sooner termination of this Agreement.

Section 5.04 The Operator shall provide to the Owner prior to the commencement of the term hereof certificates of insurance demonstrating current insurance coverage required hereunder. In case of any loss covered by insurance, the Owner and the Operator shall each lend its cooperation and assistance to any adjustment with any insurance company involved, to such extent as may be reasonably necessary. The Operator's insurance shall provide primary coverage to the Owner and the Lot 504 Owner in the event that any policy issued to the Owner and the Lot 504 Owner (if any) provides duplicate or similar coverage, and in such circumstances any such policies of the Owner or the Lot 504 Owner will be excess over the Operator's policy.

Section 5.05 All insurance which is carried by either party to this License Agreement with respect to the Property and required hereunder shall include provisions which either designate the other party one of the insured or deny to the insurer acquisition by subrogation of rights or recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the State of Rhode Island (even though extra premium may result therefrom). Each party hereto hereby waives all rights and recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amounts recovered by such insurance.

## ARTICLE 6

### Utilities

Section 6.01 The Owner shall at all times during the term of this Agreement be obligated to provide electrical utility service to the Property at the Owner's sole cost and expense, provided, however, the Operator shall be responsible for paying the usage charges for such services during the Term of this Agreement.

## ARTICLE 7

### Discharge of Liens

Section 7.01 The Operator shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge (levied on account of any imposition or any mechanic's, laborer's or materialman's lien or any conditional sale, title retention agreement or chattel mortgage, or otherwise) upon the Property or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of the Owner in the Property or any part thereof or in the income therefrom, and the Operator shall not suffer any other matter or thing whereby the estate, rights and interest of the Owner in the Property or any part thereof might be impaired; provided, however, that the Operator shall not be responsible for the discharge of any such lien, encumbrance or charge upon the Property or any part thereof or the income therefrom, which has been created or permitted to be created or to remain, by the Owner.

Section 7.02 The Operator shall procure, and shall promptly provide to the Owner, contractor lien releases on a regular basis during any construction, erection or disassembly activity on the Property.

Section 7.03 If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, the Operator, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided, however, that the Operator shall not be responsible for the discharge of any mechanic's, laborer's or materialman's lien created or permitted to be created or to remain by the Owner.

## ARTICLE 8

### Condemnation and Casualty

Section 8.01 If the whole of the Property shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu of any such taking for public or quasi-public use under any statute or by right of eminent domain, then this Agreement shall automatically terminate as of the date that possession is taken.

Section 8.02 In the event that a part of the Property shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu of any such taking for public or quasi-public use under any statute or by right of eminent domain so as to prevent the Operator from using the Property for the purposes herein intended, the Operator may terminate this Agreement by notice in writing to the Owner given within five (5) days after the date of such taking, which notice shall state the date upon which such termination shall take effect, provided,

however, that in no event shall such termination take effect sooner than the date possession is taken.

Section 8.03 The Owner reserves all rights to awards, settlements or judgments for damages to the Property and the license hereby created now accrued or hereafter accruing (including any award for the value of the improvements on the Property (if any) installed by the Owner), by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done pursuant to any public or other authority; and by way of confirmation the Operator grants to the Owner all the Operator's rights to such awards, settlements or judgments not expressly herein reserved to the Operator (if any) and agrees to execute and deliver such further instruments of assignment thereof as the Owner may from time to time request.

Section 8.04 In the event of a partial taking (or purchase) not resulting in the termination of this Agreement, pursuant to the provisions of this ARTICLE 8, the Owner shall have no obligation to make any expenditures and the Operator shall have the right to use the Property for the purposes of this Agreement, and to the extent any expenditures are necessary to so use the Property for the purposes of this Agreement, the Operator may elect to make such expenditures at its sole cost and expense or terminate this Agreement.

Section 8.05 Should a substantial portion of the Property be substantially damaged by fire or other casualty in such a manner that the Owner or the Operator concludes that the Property is no longer suitable for the purposes provided herein, either party hereto may terminate this Agreement by written notice to the other party.

## ARTICLE 9

### Assignment

Section 9.01 The Operator shall not have the right to assign this Agreement or to allow others to use the license herein granted without the Owner's prior written consent, which consent may be withheld or denied in the Owner's sole and absolute discretion.

## ARTICLE 10

### Default

Section 10.01 If the Operator shall be in default in the payment of any obligation of the Operator required to be paid hereunder, or any part thereof, at the times and places herein fixed for the payment thereof after ten (10) days of receipt of written notice of such nonpayment, or if Operator shall be in default in the performance of any other covenants herein contained on the part of the Operator to be kept and performed hereunder, and if such default shall continue for a period of ten (10) days after receipt of written notice to the Operator specifying such default and the cure required, or if the Operator shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or shall be adjudged bankrupt, or if a permanent receiver of the property of the Operator shall be appointed or the Operator shall be declared bankrupt or insolvent according to law, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, the Owner, thereupon or at any time thereafter, while such default, assignment, insolvency,

legal proceedings, desertion, vacancy or neglect shall continue, or be in effect, may terminate this Agreement and all of the Operator's interest hereunder by giving written notice to the Operator of such termination and of the effective date thereof (and, such notice having been given, this Agreement shall cease and expire on the date named therein).

Section 10.02 If Owner shall be in default in the performance of any the covenants herein contained on the part of the Owner to be kept and performed and if such default shall continue for a period of ten (10) days after receipt of written notice to the Owner specifying such default and the cure required, the Operator, thereupon or at any time thereafter, while such default shall continue or be in effect, may terminate this Agreement by given written notice to Owner of such termination and of the effective date thereof. The liability of the Owner to the Operator for any default by the Owner under the terms of this Agreement shall be limited to the actual direct, but not consequential, damages directly incurred by the Operator and proximately caused by the Owner's default and shall be recoverable only from the interest of the Owner in the Property, and the Owner shall not be liable for any deficiency.

Section 10.03 In the event that either party hereto shall be in default of its obligations under this Agreement, the other party may cure such default on behalf of the defaulting party, in which event the defaulting party shall reimburse the curing party for all costs of such cure.

## ARTICLE 11

### Holding Over

Section 11.01 In the event the Operator fails to vacate the Property at the end of the Term, or at any sooner time as may be required under this Agreement, the Operator shall be a licensee at sufferance and shall be subject to all damages and remedies to which the Owner may be entitled for such holding over, as allowed at law or in equity., Nothing contained in this Section 11.01 shall limit or restrict the other rights and remedies available to the Owner by reason of such holding over, whether at law or in equity or for damages or otherwise.

## ARTICLE 12

### Notices

Section 12.01 All notices, demands and requests required under this Agreement shall be in writing and shall be deemed to have been properly given upon hand delivery, upon delivery by a recognized overnight delivery service, or upon mailing by certified mail, postage prepaid, addressed as follows:

if to Owner to: City of Providence

With a copy to: City Solicitor's Office

444 Westminster Street

Providence, RI 02903

if to Operator to: Rockwell Amusement Company

10 Red Oak Drive

Johnston, Rhode Island 02919

With a copy to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as the Owner or the Operator may from time to time designate by written notice to the other.

Section 12.02 Notices shall be deemed to have been received upon the date of actual receipt.

## ARTICLE 13

### Miscellaneous

Section 13.01 The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

Section 13.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island, without reference to principles of conflicts of law thereof.

Section 13.03 The covenants and agreements herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the Operator, its successors and assigns, except as otherwise provided herein.

Section 13.04 This Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein and supersedes all oral statements and prior writings relating thereto, and this Agreement shall not be modified except in a writing executed by all parties hereto. The rights and obligations of the parties hereto shall survive any expiration or other termination of this Agreement.

Section 13.05 The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

Section 13.06 Either party shall, within ten (10) days of receipt of request of the other party deliver to such other party and/or its lender, an estoppel certificate in commercially reasonable form regarding the status of the Agreement and the performance of the parties hereto under this Agreement.

Section 13.07 The Owner and the Operator agree that neither shall record this Agreement.

Section 13.08 The Owner and the Operator warrant and represent to each other that each has had no dealings with any broker, agent or finder in connection with this Agreement and each covenants to defend, with counsel approved by the other party hereto, hold harmless and indemnify the other party hereto from and against any and all costs, expense or liability for any compensation, commission, finder's fee, and charges claimed by any broker, agent or finder with respect to the indemnifying party's dealings in connection with this Agreement or the negotiations hereof.

Section 13.09 If any clause or provision of this Agreement is illegal, invalid, or unenforceable under any present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable. If for any reason this Agreement may not be given effect as a revocable license, then it shall be given effect as a tenancy at sufferance.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Owner and the Operator have duly executed this Agreement  
the day and year first above written.

WITNESS:

Owner:

City of Providence

\_\_\_\_\_

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

Operator:

Rockwell Amusements & Promotions, Inc.

\_\_\_\_\_

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

Its \_\_\_\_\_

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County, on this \_\_\_ day of \_\_\_\_\_, 2015,  
before me personally appeared \_\_\_\_\_, to me known and known by me to be the  
\_\_\_\_\_ of the City of Providence, and the person executing the foregoing  
instrument on behalf of the City of Providence, the party executing this instrument, and  
he acknowledged said instrument by him so executed to be his free act and deed in such  
capacity and the free act and deed of the City of Providence.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County, on this \_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Harold Fera, to me known and known by me to be the \_\_\_\_\_ of Rockwell Amusements & Promotions, Inc., and the person executing the foregoing instrument on behalf of Rockwell Amusements & Promotions, Inc. , the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said Rockwell Amusements & Promotions, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: