



Request For Proposals



For the redevelopment and use of up to 5.03 acres of land situated at:



The Galilee Fishing District
307 Great Island Road,
Narragansett, Rhode Island



Dated Published:
September 30, 2021

Submission Deadline:
November 15, 2021

REQUEST FOR PROPOSALS

FOR THE DEVELOPMENT AND USE OF UP TO 5.03 ACRES OF LAND

SITUATED IN

THE PORT OF GALILEE

307 GREAT ISLAND ROAD, NARRAGANSETT, RHODE ISLAND

DATED

SEPTEMBER 30, 2021

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INTRODUCTION

PRI X, L.P. (“PRI”), a private Rhode Island limited liability corporation, in cooperation with the State of Rhode Island Department of Environmental Management (“RIDEM”), offers this Request for Proposals for the Development and Use of up to 5.03 acres of land designated as lots 250, 256 and 257 in the Port of Galilee (“Port”) in Narragansett, Rhode Island (“RFP”) to any individual, group or entity, public or private.

The Site in question is currently improved with the former Lighthouse Inn Galilee (f/k/a The Dutch Inn), a 100-room, two-level, outside corridor, circa-1968 concrete block building with unpaved parking lots located behind the building. The building area totals approximately 62,543 square feet of which part is one level and part is two levels. The former hotel also had a restaurant, bar and covered swimming pool. The hotel has been closed and out of use since 2015. The Site totals 5.03 acres (“Site”) and is located opposite the Block Island Ferry, including its Fast Ferry, as well as being in close proximity to numerous private businesses focused on the commercial fishing industry and related uses. Located in the Port of Galilee, a State-owned section of the Town of Narragansett, Rhode Island, the Site has frontage of 179 feet on Great Island Road, 823 feet of rear frontage on the Galilee Connector Road and is irregular in shape. The Site Plan, consisting of a survey, dated October 9, 2019, that reflect the shape and total land area, as well as the footprint of the former hotel building, is attached as Exhibit A. Photographs of the Site are attached as Exhibit B.

The Site is owned by the State of Rhode Island through RIDEM and is currently under lease to PRI. This RFP seeks proposals for the redevelopment of the Site in cooperation with PRI and RIDEM. PRI is amenable to cooperating with the selected Respondent in a number of ways including a sub-lease with PRI, partnership with PRI, direct lease with RIDEM or other structure. Due to the original condemnation, the Site is not available for purchase, so the selected Respondent will have a lease-hold interest and not a fee interest. The existing lease dated October 16, 1990 between RIDEM and Galilee Hotel Associates, was assumed by PRI in bankruptcy proceedings in 2005, and is attached as Exhibit C.

Timing of this RFP is as follows:

Distribution:	October 1, 2021
Responses Due:	November 15, 2021
Respondent Selected:	December 15, 2021
Final Approval and Execution:	January 15, 2022



PORT OF GALILEE

The Site, together with other parcels of land in the Port, was condemned by the State of Rhode Island through condemnation proceedings in 1946 and 1962. The State condemned these properties to develop a State Port facility to ensure the economic viability and future expansion for the State's commercial fishing industry. The Port consists of approximately 38 acres. RIDEM has its Office of Coastal Resources and manages some of the land for parking in the Port. The remaining State-owned land in the Port surrounding the Site is leased to commercial fishing businesses and related uses through 27 land leases.

Land leases in the Port are for a variety of businesses including fish processing, wholesale and retail fish markets, businesses that support the commercial fishing industry, charter fishing operations, restaurants and beach related gift shops. The majority of tenants in the Port have been there for years and have grown successful businesses despite challenging economic times.

The Port is one of the largest working commercial fishing ports on the East Coast, providing a diverse array of seafood products to both national and international markets. The Port supports over 200 commercial fishing vessels and takes in over 48 million pounds of seafood annually, valued at \$66 million in seafood (*2019 figures*). Galilee is the largest contributor to Rhode Island's 3,100 seafood industry jobs, and in excess of \$202 million in economic impact for the State.

Over the past decade the State, through RIDEM, has made substantial investments in infrastructure improvements in the Port, particularly to the bulkhead, piers and docks to ensure continued economic viability and growth.



HISTORY OF THE SITE

The hotel on the Site originally operated under the name Dutch Inn, then Lighthouse Inn. The current use of the Site, as set forth in the lease between RIDEM and Galilee Hotel Associates dated October 16, 1990, is for the operation of a hotel and parking. The hotel consisted of 100 rooms, a restaurant, a bar and a swimming pool. The hotel operated until 2015, when it was closed. The hotel owners also operated the parking area which then had a capacity of approximately 300 vehicles.

PRI notified RIDEM in 2015 of its intentions to close the hotel, continue to operate the parking functions and seek out a redevelopment of the Site. At the time, the hotel would require a substantial investment as there is no vertical transportation, no central heating or air conditioning, the bathrooms are small and outdated, and the building is not ADA compliant.

The need for on-site parking was generated to a minor degree by the hotel, but primarily by the Block Island ferry, which docks opposite the Site. The Block Island ferry, owned and operated by Interstate Navigation, operates several vessels which transport passengers, private vehicles and freight to the Town of New Shoreham (Block Island). Interstate additionally has a high-speed passenger-only ferry which also docks in Galilee.

While most leases with the State have a term limit of 20 years, based on R.I. General Laws § 46-5-10, leases by RIDEM to tenants in the Port have a maximum term of forty (40) years, typically in five-year option increments. At the end of the forty (40) year term, Lessees may either vacate or seek an additional lease term.

Since 2015, PRI has presented a number of development possibilities for the Site. Among the redevelopment options proposed were for use as a dedicated parking facility, a large restaurant and function space, retail stores and a public park in combination with the parking use.



ZONING AND SITE CONDITIONS

The Site is zoned G-B in the Port special district. The G-B zone consists of general commercial and mixed uses. However, these do not preclude other possible uses which the State and RIDEM may otherwise support. Additional information is available in the Town of Narragansett Ordinances Appendix A Zoning at the following link:

https://library.municode.com/ri/narragansett/codes/code_of_ordinances

It is critical to note that the entire Site is within a flood plain and is susceptible to flooding in the near future as driven by climate change. Investigations by PRI indicate that any new construction on the Site may require that the first “occupiable” level be at least eleven (11) feet off the current grade.

Special Flood Hazard Consideration:

The existing grade of the Site ranges from approximately 5 to 8 feet above Mean Sea Level. The National Flood Hazard FIRM shows the Site in an AE zone E1 13, and adjacent to a VE zone E1 15. The RI CRMC STORMTOOLS Design Elevation (SDE) Maps show the Site in a recommended 100-year SLR elevation of 18.8 NAVD88. Any proposed use for the Site should consider this generalized information in planning for future structures, their first-floor elevations, and the lowest horizontal structural member of the proposed building(s).

Flood plain and climate change maps as prepared by the Rhode Island Coastal Resources Management Council can be accessed directly from the CRMC web site at:

<http://www.crmc.ri.gov/climatechange.html>



RFP GOALS

The goal of this RFP is to secure bona-fide redevelopment and use proposals from persons or entities – public or private – for the Site. Zoning ordinances (or should variances be needed, indicating the variances required) and environmental issues (flood plain, climate change, etc.), viability of the proposed use, ability to finance the redevelopment with equity, debt or some combination thereof, what types of contributions the redevelopment will bring to the commercial fishing industry, local population, Town of Narragansett and the state-wide interests will be considered in the evaluation of the proposals.

The responses should include and describe elements that will ensure that the redevelopment is aesthetically consistent with the traditional New England fishing village architecture of the Port and landscaping that will visually improve the Site including pedestrian walkways, lighting, benches, and any other amenities as appropriate to the redevelopment proposal. Importantly, proposals must address how it contributes to the enhancement and growth of the commercial fishing industry.

Respondents must address the following:

1. Description of the proposed use and redevelopment, including visual renderings of all anticipated improvements including any buildings, other Site improvements and landscaping.
2. How much of the Site, if not the entire Site, is needed (express in square footage) for the proposal.
3. How the proposed redevelopment will impact the Port in terms of contributing to its expansion and enhancement of existing businesses including the commercial fishing industry, if any.
4. Employment opportunities generated by the proposed redevelopment, including the number of full-time jobs created, if appropriate.
5. Timing to implement the proposed use.
6. Contributions the redevelopment will bring to the commercial fishing industry, Town of Narragansett, State of Rhode Island and the general public.
7. Details on the background and experience of the Respondent.
8. Respondent's familiarity, history and experience with the type of proposed redevelopment.
9. Value of the entire proposed redevelopment and source of financing (debt and equity).
10. Any additional information Respondent may feel is important.

SUBMISSIONS, QUESTIONS, FORMATTING AND DELIVERY

All questions regarding this RFP and RFP submissions must be submitted in writing via e-mail to both Attorney Kay and Attorney Voccola at their respective e-mail addresses below.

Responses to this RFP should be in electronic format and simultaneously be directed to both of the following no later than 5PM on November 15, 2021.

Mary E. Kay, Esq.
Assistant Director and Chief Legal Counsel
Rhode Island Department of Environmental Management
mary.kay@dem.ri.gov

and to:

Michael A. Voccola, Esq.
Corporate Vice President
Procaccianti Companies, Inc.
mvoccola@procaccianti.com



DISCLOSURES

This RFP was prepared, reviewed and is presented as a joint effort between RIDEM and PRI.

Responses will be evaluated independently by both RIDEM and PRI. Subsequently, RIDEM and PRI will meet to discuss the responses, evaluate the completion and viability of each application and select one or more for further evaluation.

All RFPs received may become public information.

The names and concepts of all Respondents may become public information. Respondents may indicate any information in their responses which they feel is confidential.

RIDEM and PRI reserve the right to reject any and all submissions for any reason.

RIDEM and PRI agree that PRI may also submit a response to this RFP. If the proposal selected does not move forward in a reasonable time or if that proposal is withdrawn, PRI and RIDEM reserve the right to move forward with another proposal submitted.

PRI and RIDEM reserve the right to cancel this RFP for any reason without any liability to end Respondents.

Any interpretation of, or additions to, or deletions from, or any other corrections to the Proposed document, may be issued as written addendums by PRI and RIDEM.

PRI and DEM have made every effort to provide factual information in this RFP. Respondents are encouraged to confirm all the data required for their responses. PRI and DEM assume no responsibility or liability for any errors or misinformation herein.

EXHIBIT A

Site Plan /Survey

EXHIBIT B

General Photographs of the Site



EXHIBIT C

Existing lease dated October 16, 1990

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and among

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,

GALILEE HOTEL ASSOCIATES, L.L.C. by its Trustee in Bankruptcy,

ADVANCED FINANCIAL SERVICES, INC.

and

PRI X, LLC

~~MARCH~~ This Assignment and Assumption Agreement is entered into on the 3rd day of ~~February~~, 2005, by and among the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting by and through the Director of the Department of Environmental Management (hereinafter referred to as the "DEM" or as "LESSOR"), Galilee Hotel Associates, LLC by its Trustee in Bankruptcy with an address in care of Lisa A. Geremia, Esq., Geremia & DeMarco, Ltd., The Gardens Office Park I, 1350 Division Street Suite 102, West Warwick, Rhode Island, 02893-7553 (hereinafter referred to as "Galilee"), Advanced Financial Services, Inc., a Rhode Island corporation with offices at 25 Enterprise Center, Middletown, Rhode Island 02842, ("Advanced") and PRI X, LLC, Rhode Island limited liability company, having a mailing address of 1140 Reservoir Avenue, Cranston, Rhode Island 02920-6032 (hereinafter referred to as "PRI").

WITNESSETH

WHEREAS, the LESSOR is the owner of that certain real property in the Port of Galilee, in the Town of Narragansett, County of Washington, State of Rhode Island, consisting of three (3) lots or parcels of land delineated as lots 118, 119 and 120 on that plan entitled "State of Rhode Island, Department of Natural Resources (Division of Harbors and Rivers, state owned land at Galilee, Narragansett, RI, Lease of Lots 119 and 120 to KGR Realty Company, as per lease agreement, scale 1"=100'-0", dated June 14, 1968, Plan No. Nar-32"), as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, the LESSOR and KGR Realty Company, a Rhode Island corporation ("KGR") entered into an Indenture of Lease dated October 16, 1990 leasing the Premises to KGR; and

WHEREAS, KGR, LESSOR and THE DUTCH INN, INC. formerly known as the ROSCOMMON GROUP, INC., a Massachusetts corporation ("TDI") entered into an Assignment and Assumption Agreement dated March 4, 1997 whereby KGR assigned all of its rights under the Lease (as such term is hereafter defined) to TDI; and

WHEREAS, LESSOR and TDI entered into an Amendment to Lease dated as of September 18, 2001 (the original lease, as amended, is hereinafter referred to as the "Lease"); and

WHEREAS, LESSOR, TDI and Galilee entered into an Assignment and Assumption Agreement dated May 21, 2002 whereby TDI assigned all of its rights under the Lease to Galilee; and

WHEREAS, Galilee filed a voluntary Chapter 11 petition in the United States Bankruptcy Court For the District of Rhode Island (the "Court") on April 30, 2004; and

WHEREAS, the Bankruptcy proceeding was converted to a Chapter 7 proceeding and Lisa A. Geremia was duly appointed as the Chapter 7 Trustee ("Trustee") on October 20, 2004; and

WHEREAS, on November 15, 2004 the Court entered an order authorizing the Trustee to assume the Lease; and

WHEREAS, the Court entered an order authorizing the Trustee to assume the Lease; and

WHEREAS, the Trustee filed a Notice of Intended Sale to sell the assets of Galilee; and

WHEREAS, the Court approved the sale of the assets of Galilee, including the Lease, to Advanced or its designee by court order dated January 5, 2005; and

WHEREAS, Advanced entered into an Assignment Agreement regarding the assets of Galilee with PRI dated December 23, 2004; and

WHEREAS, as a condition of the sale, PRI requires an Assignment and Assumption of the Lease from Galilee to PRI; and

WHEREAS, PRI's agreement to purchase the assets of Galilee is contingent upon the approval of the DEM and the State Properties Committee.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM, Galilee, Advanced and PRI hereby agree as follows:

1. Galilee, by and through the Trustee, hereby assigns all of its right, title and interest in the Lease to PRI upon the terms and conditions set forth herein.

2. PRI hereby assumes all rights, obligations, and duties of Galilee under the Lease, including all required payments and responsibilities and shall comply with all terms and conditions of the Lease.

3. PRI shall use the Premises only for those purposes as set forth in Section 1 of the Lease.

4. DEM and the State Properties Committee hereby consent to the assignment of the Lease.

5. DEM and the State Properties Committee further consent to the assignment of the Lease in accordance with Section 4 of the Lease and the sale of the buildings and assets related thereto in accordance with Section 24 of the Lease, upon the terms and conditions as set forth herein.

6. This Assignment and Assumption Agreement shall only be effective upon the final closing and transfer of the assets of Trustee or Advanced to PRI, as evidenced by the recording of conveyance documents, including this Assignment and Assumption Agreement, in the Land Evidence Records for the Town of Narragansett. If such closing does not occur within Ninety (90) days of the date hereof, this Assignment and Assumption Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the DEM, Galilee, Advanced and PRI have caused these presents to be executed by their duly authorized officials and officers the day and year first written above.

WITNESS:

LESSOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS;
Department of Environmental Management

Grace J. Smith

By: Frederick J. Vincent
Frederick J. Vincent, Acting Director

ASSIGNOR:

GALILEE HOTEL ASSOCIATES, LLC, by its
Trustee in Bankruptcy:
Lisa A. Geremia, Esq.

By: _____
Title: Trustee

ASSIGNEE:

PRI X, LLC

By: _____
Title:

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 7th day of February, 2005, before me personally appeared Frederick J. Vincent, Acting Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Grace J. Smith
Notary Public

GRACE J. SMITH, Notary Public
My Commission Expires: My Commission Expires 04/20/2006

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of February, 2005, before me personally appeared Lisa A. Geremia, Esq., as duly appointed Chapter 7 Trustee for GALILEE HOTEL ASSOCIATES, LLC, to me know and known by me to be the party executing the foregoing instrument for and on behalf of GALILEE HOTEL ASSOCIATES, LLC, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of GALILEE HOTEL ASSOCIATES, LLC.

Notary Public

My Commission Expires _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of February, 2005, before me personally appeared _____ of PRI X, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of PRI X, LLC, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of PRI X, LLC.

5. DEM and the State Properties Committee further consent to the assignment of the Lease in accordance with Section 4 of the Lease and the sale of the buildings and assets related thereto in accordance with Section 24 of the Lease, upon the terms and conditions as set forth herein.

6. This Assignment and Assumption Agreement shall only be effective upon the final closing and transfer of the assets of Trustee or Advanced to PRI, as evidenced by the recording of conveyance documents, including this Assignment and Assumption Agreement, in the Land Evidence Records for the Town of Narragansett. If such closing does not occur within Ninety (90) days of the date hereof, this Assignment and Assumption Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the DEM, Galilee, Advanced and PRI have caused these presents to be executed by their duly authorized officials and officers the day and year first written above.

WITNESS:

LESSOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS:
Department of Environmental Management

By: _____
Frederick J. Vincent, Acting Director

ASSIGNOR:

GALILEE HOTEL ASSOCIATES, LLC, by its
Trustee in Bankruptcy:
Lisa A. Geremia, Esq.

By: _____
Title: Trustee

ASSIGNEE:

PRI X, LLC

By: _____
Title: _____

Melissa Lopez

[Handwritten Signature]

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of February, 2005, before me personally appeared Frederick J. Vincent, Acting Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of February, 2005, before me personally appeared Lisa A. Geremia, Esq., as duly appointed Chapter 7 Trustee for GALILEE HOTEL ASSOCIATES, LLC, to me know and known by me to be the party executing the foregoing instrument for and on behalf of GALILEE HOTEL ASSOCIATES, LLC, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of GALILEE HOTEL ASSOCIATES, LLC.

Notary Public

My Commission Expires _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 4th day of February, 2005, before me personally appeared Elizabeth P. Proulx of PRI X, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of PRI X, LLC, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of PRI X, LLC.

3. PRI shall use the Premises only for those purposes as set forth in Section 1 of the Lease.

4. DEM and the State Properties Committee hereby consent to the assignment of the Lease.

5. DEM and the State Properties Committee further consent to the assignment of the Lease in accordance with Section 4 of the Lease and the sale of the buildings and assets related thereto in accordance with Section 24 of the Lease, upon the terms and conditions as set forth herein.

6. This Assignment and Assumption Agreement shall only be effective upon the final closing and transfer of the assets of Trustee or Advanced to PRI, as evidenced by the recording of conveyance documents, including this Assignment and Assumption Agreement, in the Land Evidence Records for the Town of Narragansett. If such closing does not occur within Ninety (90) days of the date hereof, this Assignment and Assumption Agreement shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the DEM, Galilee, Advanced and PRI have caused these presents to be executed by their duly authorized officials and officers the day and year first written above.

WITNESS:

LESSOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS:
Department of Environmental Management

Mary E. Kay

By: Frederick J. Vincent
Frederick J. Vincent, Acting Director

ASSIGNOR:

GALILEE HOTEL ASSOCIATES, LLC, by its
Trustee in Bankruptcy:
Lisa A. Geremia, Esq.

Micah K. Maltwin

By: [Signature]

Title: Trustee

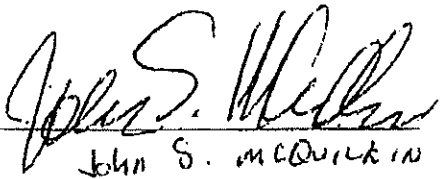
ASSIGNEE:

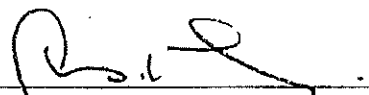
PRI X, LLC

By: _____

Title:

ADVANCED FINANCIAL SERVICES, INC.


John S. McQuilkin

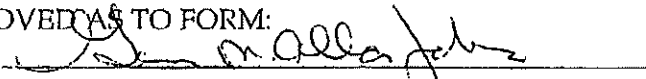
By: 
Kurt Norce Title: President

Approved this 22nd day of February, 2005, by the State Properties Committee.

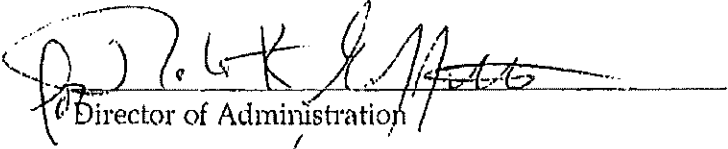
APPROVED
AS TO TERMS AND
CONDITIONS:


Chairman, State Properties Committee

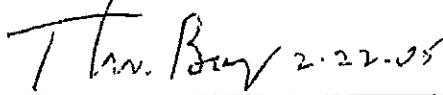
APPROVED AS TO FORM:


Attorney General

APPROVED AS TO
SUBSTANCE:


Director of Administration

APPROVED:


Public Member, State Properties Committee

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of February, 2005, before me personally appeared Frederick J. Vincent, Acting Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

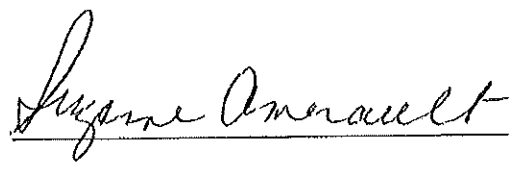
not before
In Providence, in said County and State, on the 17 day of February, 2005, before me personally appeared Lisa A. Geremia, Esq., as duly appointed Chapter 7 Trustee for GALILEE HOTEL ASSOCIATES, LLC, to me know and known by me to be the party executing the foregoing instrument for and on behalf of GALILEE HOTEL

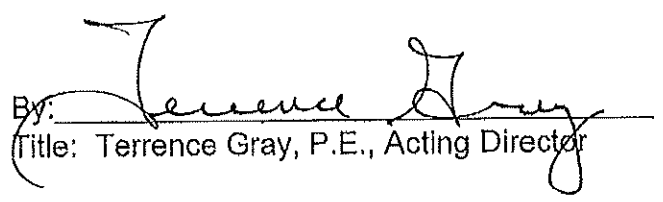
3. During the Extension Period, PRI shall submit to DEM a projected timeline for the demolition of the building and completion of the parking and landscaping improvements on the Premises by November 1, 2021.
4. PRI shall maintain the Premises in a manner suitable for use as a public parking lot in a safe and clean manner, and PRI shall be entitled to use the Premises for public parking in accordance with the terms of the Lease.
5. PRI shall pay the increased rental at the appraised value during the extension period commencing on August 1, 2021. The total amount of the rental for July 1, 2021 through October 31, 2021 is \$48,134.36. PRI shall make all rental payments on a timely basis. DEM shall provide PRI with the applicable calculations and documentation for the rental increase.
6. This Extension Period shall not modify, reduce or otherwise alter the remaining five-year extensions contained within the Lease
7. All other obligations of PRI under the Lease, including indemnification and insurance requirements shall remain in full force and effect.
8. The goal of PRI and DEM is to have a feasible redevelopment plan for Lots 250, 256 and 257 within the Extension Period.

IN WITNESS WHEREOF, DEM and PRI have caused this Memorandum of Agreement to be executed by their duly authorized officials and officers the day and year first written above.

WITNESS:

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT

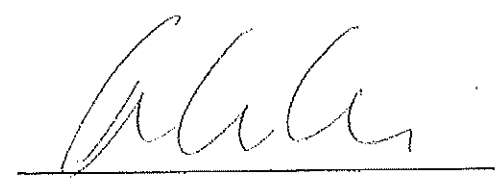


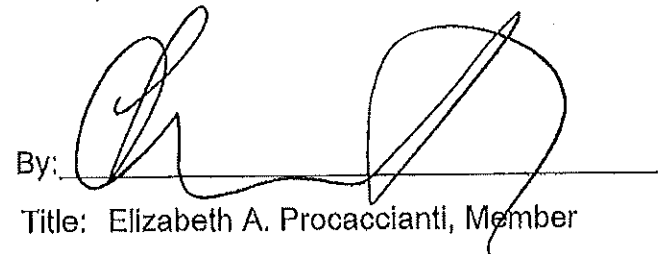
By: 

Title: Terrence Gray, P.E., Acting Director

WITNESS:

PRI X, LLC



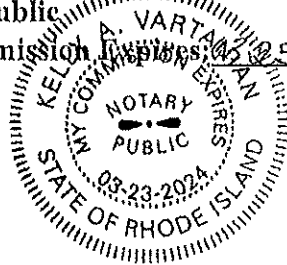
By: 

Title: Elizabeth A. Procaccianti, Member

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on this 22nd day of July, 2021, before me personally appeared Terrence Gray, P.E. the Acting Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT to me known and known by me to be the party executing the foregoing instrument on behalf of said STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Kelly A. Vartanian
Notary Public
My Commission Expires: 03-23-2024



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Cranston on this 21st day of July, 2021, before me personally appeared ELIZABETH A. PROCACCIANTI, Member and Authorized Signatory of PRI X, LLC to me known and known by me to be the party executing the foregoing instrument on behalf of said PRI X, LLC and she acknowledged said instrument, by her executed in her capacity as aforesaid, to be her free act and deed and the free act and deed of said PRI X, LLC.

Elizabeth L. Comella
Notary Public
My Commission Expires: 01/12/2022

Elizabeth L Comella
Notary Public
State of Rhode Island
Commission Expires: 01/12/2022
ID # 57335

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE entered into this 16th day of August, 1990, by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting by and through the Director of the Department of Environmental Management, party of the first part, hereinafter called the STATE or LESSOR, and KGR REALTY COMPANY, a Rhode Island corporation having a mailing address at P. O. Box 297, Peace Dale, Rhode Island, party of the second part, hereinafter called the LESSEE.

The expressions "LESSOR" and "LESSEE" wherever hereinafter used in this INDENTURE OF LEASE shall be construed as including and referring to the parties hereto and their respective successors and assigns, wherever such construction is required or consistent with the provisions of this lease; and all covenants, agreements, conditions, rights, powers, and provisions hereinafter contained on the part of the respective parties hereto shall extend to and be binding upon their respective successors and assigns.

WITNESSETH

That the LESSOR does hereby demise and lease to LESSEE those parcels of land and all appurtenances thereto described as follows:

Those certain three (3) lots or parcels of land, located in the Town of Narragansett, Rhode Island, and delineated as Lot No. 118, Area 115,585 square feet; Lot No. 119, 47,405 square feet; and Lot No. 120, 60,834 square feet on that plan entitled "State of Rhode Island, Department of Natural Resources, Division of Harbors and Rivers, state-owned land at Galilee, Narragansett, R.I., Lease of Lots Nos. 119 and 120 to KGR Realty Company, as per lease agreement, scale 1"=100'-0", dated June 14, 1968, Plan No. Nar-32", a copy of which is attached hereto as Exhibit A.

TO HAVE AND TO HOLD said premises, with all rights, privileges, or preferential use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for and during the term of five years from the first day of August 1, 1990 to and including the 31st day of July 1995, together with 5 five year renewal options as hereinafter provided, upon the following covenants and conditions:

1. USE OF THE LEASED PREMISES: The leased premises shall be used for the purpose of conducting thereon a motel and restaurant business and related activities including without limitation, banquet, catering and related activities and the sale of alcoholic beverages with or without entertainment. The Lessor does not have any objection to the dispensing of alcoholic beverages on the leased premises provided that the requisite liquor license required by law first be procured from the appropriate licensing authority. Portions of the leased premises may be used for the purpose of parking trucks and motor vehicles.
2. RENT. During the term of this lease and the renewal options, the LESSEE shall pay unto the LESSOR, in advance a base annual rental fee of Forty Thousand Dollars (\$40,000.00) commencing August 1, 1990, payable in quarterly installments of Ten Thousand Dollars (\$10,000.00) each due on the first business day of each and every quarter. In addition to base annual rent, LESSEE shall pay to LESSOR a sum equal to 3.5% of Gross Room Rental (as hereinafter defined) in excess of One Million One Hundred Twenty-Five Thousand One Hundred Sixty-Six Dollars (\$1,125,166.00) per lease year. For purposes of this paragraph "Lease Year" is defined as August 1 through July 31 of each year during the term of this Lease. Within one hundred twenty (120) days after the end of each Lease Year LESSEE shall determine Gross Room Rentals for the prior lease year and will

calculate and pay to LESSOR the additional percentage rent due to LESSOR. Gross Room Rental shall be all revenue received by LESSOR directly from the rental of motel rooms during the applicable Lease Year as calculated by LESSEE's independent accountants in accordance with accounting rules consistently applied during the term of the Lease. LESSEE shall, within one hundred twenty (120) days of the end of each Lease Year furnish LESSOR with a statement of LESSEE's Gross Room Rental certified to be correct by LESSEE.

3. PRIOR TERMINATION. (a) If, during the term of this lease, the LESSOR, through its Department of Environmental Management determines that the leased premises, or any part thereof, are desired by the LESSOR for an alternate public use, and upon written notice given twelve (12) months in advance by the LESSOR to the LESSEE to vacate, this lease shall be terminated and thereupon declared at an end; to the extent of the premises so desired, and, in the event the entire leased premises is so desired, both the LESSOR and the LESSEE shall be fully released and discharged of all and any of the terms, covenants and conditions of this lease, provided the LESSEE has paid to the LESSOR all accrued rental and other charges that may be due under this lease, and, in the event a portion of the demised premises is so desired, all terms, covenants, and conditions of this lease shall remain in full force and effect, except that LESSOR shall prorate the annual rental for each remaining year of the lease to compensate for the portion taken. If Lessor pursuant to this Paragraph 3 terminates this Lease as to a material portion of lots 119 and/or 120 it shall be deemed to be a termination of this Lease as to the entire leased premises. In the event the LESSOR exercises its rights under this paragraph 3(a), LESSOR, upon termination of this lease as to all or any portion of the premises, shall pay to

LESSEE an amount equal to the "full replacement cost" (as hereinafter defined) of any buildings or improvements effected by such termination. Full replacement cost shall be determined by an architect, engineer or contractor selected by LESSEE and reasonably acceptable to LESSOR. "Full replacement cost" shall be all costs and expenses which would be directly or indirectly incurred in reconstructing or replacing the buildings or improvements including without limitation, all material, labor, licensing, permitting, architectural, engineering, design, administration, supervisory, travel, storage and all other related costs and expenses.

(b) In the event the LESSEE shall fail to pay the quarterly installment of rent within fifteen (15) days after written notice thereof from LESSOR to LESSEE, or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such failure shall continue for more than thirty (30) days or longer than is necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at liberty to enter upon and take immediate possession of the leased premises and declare this lease at an end.

4. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the leased premises without the prior written consent of the LESSOR and the State Properties Committee, which consent shall not be unreasonably withheld or delayed. With respect to subletting a portion of the leased premises, consent will not be required so long as LESSEE remains liable for the performance of all obligations of LESSEE hereunder and the sublease has a term of not more than two (2) years.

5. FAILURE TO REMOVE PROPERTY AND FIXTURES: If, upon termination of this lease under any of the provisions hereof, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within six (6) months after such termination, moving out, dispossession, or expiration, all its furniture, trade fixtures, machinery and equipment or other personal property and all of its buildings existing or hereafter erected by LESSEE on the leased premises, such remaining furniture, trade fixtures, machinery and equipment or other personal property and buildings shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR.
6. LAWS: The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State and Local Governments and all reasonable rules and regulations of LESSOR generally applicable to property owned by LESSOR and leased to third parties.
7. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the leased premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire and other unavoidable casualty excepted, provided that upon expiration or sooner termination thereof, the LESSEE will peaceably surrender up possession of the leased premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted. The LESSOR may at all reasonable times after reasonable notice to LESSEE enter to view and inspect the leased premises and any building, structure or other appurtenances thereon, and to order such repairs as may be considered reasonably necessary.
8. INSURANCE: The LESSEE shall obtain liability insurance

running to the benefit of both the LESSOR and the LESSEE for personal injuries in the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for one person and ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for any one occurrence and FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for property damage for any one occurrence. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of insurance in the State of Rhode Island. LESSEE shall provide LESSOR with a certificate of such insurance and proof of payment of premium therefore upon the execution of this agreement, each renewal thereof, annually on or before June 10th of each year of this lease and as often as LESSOR may reasonably request. Said certificate shall name LESSOR as an insured on the policy and shall cover the entire scope of LESSEE'S use of the demised premises.

9. TAXES: All real estate and other taxes legally assessed against property of the LESSEE on the leased premises shall be paid by the LESSEE during the term of this lease.

10. MORTGAGE: The following provisions shall apply with respect to any mortgage covering LESSEE'S estate hereunder:

(a) LESSEE may at any time execute and deliver one or more mortgages (each a "Mortgage"), without the consent of LESSOR.

(b) If LESSEE shall default under this lease, written notice to that effect shall be sent by LESSOR to each mortgage lender and LESSOR shall take no action with respect to such default provided that:

(i) If such default shall be a default in the payment of any rent or other sum hereunder, such mortgage lender shall remedy such default not later than 30 days after the receipt of such notice; or

(ii) If such default shall be a default in observing or performing any other covenant or condition to be observed or performed by LESSEE hereunder, such mortgage lender shall remedy such default not later than 60 days after the giving of such notice, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such period of 60 days, such mortgage lender shall have such additional period as may be necessary to remedy such default with diligence; or

(iii) If such default shall be a default which can only be remedied by such mortgage lender upon obtaining possession of the leased premises, such mortgage lender shall seek to obtain such possession with diligence, through a receiver or otherwise, and shall remedy such default within 45 days after obtaining such possession.

In the event that LESSEE shall default under any of the provisions of this lease, the mortgage lender, without prejudice to its rights against LESSEE, shall have the right to make good such default within the applicable grace periods provided for in the preceding section of this paragraph whether the same consists of the failure to pay any sum due under this lease or the failure to perform any other matter or thing which LESSEE is hereby required to do or perform, and LESSOR shall accept such performance on the part of the mortgage lender as though the same had been done or performed by LESSEE. For such purpose LESSOR and LESSEE hereby authorize the mortgage lender to enter upon the premises and to exercise any of the LESSEE'S rights and powers under this lease, and, subject to the provisions of this lease, under its mortgage. Upon compliance with the

foregoing, any notice of LESSOR advising of any such event of default shall be deemed rescinded and this lease shall continue in full force and effect.

(c) If any mortgage lender or a person designated by such mortgage lender shall either become the owner of the interest of LESSEE hereunder upon the exercise of any remedy provided for in the mortgage, or shall enter into a new lease with LESSOR as provided in subsection (d) below, such mortgage lender or such person shall have the right to assign to any person such interest or such new lease upon notice to LESSOR.

(d) If this lease shall terminate for any reason or be rejected or disaffirmed pursuant to any bankruptcy law or any other law affecting creditors' rights, any mortgage lender, or a person designated by such mortgage lender, shall have the right, exercisable by notice to LESSOR within 60 days after the effective date of such termination, to enter into a new lease of the premises with LESSOR. The term of said new lease shall begin on the date of the termination of this lease and shall continue for the remainder of the term of this lease. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements that have already been performed provided that such mortgage lender shall have remedied all defaults on the part of LESSEE hereunder which are susceptible of being remedied by the payment of money, and provided further that such new lease shall require the LESSEE thereunder promptly to commence, and expeditiously to continue, to remedy all other defaults on the part of LESSEE hereunder to the extent susceptible of being remedied. The provisions of this subsection (d) shall survive the termination of this lease and shall continue in full force and effect thereunder to the same extent as if this

subsection (d) were a separate and independent contract among LESSOR, LESSEE and each mortgage lender. From the date on which any mortgage lender shall serve upon the LESSOR the aforesaid notice of the exercise of its right to a new lease, such mortgage lender may use and enjoy the premises without hindrance by LESSOR.

(e) No mortgage lender shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by LESSEE unless and until such mortgage lender becomes the owner of LESSEE'S interest hereunder upon the exercise of any remedy provided for in any mortgage. Thereafter such mortgage lender shall be liable for the performance and observance of such covenants and conditions only so long as such mortgage lender owns such interest.

11. NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be in writing and addressed to the Director of the Department of Environmental Management, 9 Hayes Street, Providence, Rhode Island 02908, and any notices from the LESSOR to the LESSEE shall be addressed to KGR REALTY COMPANY, P. O. Box 297, Peace Dale, Rhode Island or to such other addresses as the parties hereto may respectively designate by notice in writing.

12. OPTION TO RENEW LEASE: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option to renew this lease for 5 five year renewal options each upon the same terms and conditions as are herein contained, including base annual rental and percentage rent, excepting, however, an option for further renewal. The minimal insurance requirement, and minimum liability period shall be fixed by the Director of the Department of Environmental Management and with the approval of the State Properties Committee (or their respective

successors in their functions), as to each renewal option.

The LESSEE, in order to exercise such option, must have give notice in writing by certified mail to the LESSOR at least six (6) months before the expiration date of this lease or the current renewal term of its intention to exercise such option.

13. ABATEMENT OF RENT: In the event of damage by fire or the elements to any building or buildings, or other appurtenances existing or hereafter erected by the LESSEE on the leased premises, in accordance with this lease, or in the event of flood or other loss thereof, or other unavoidable casualty so that the LESSEE reasonably determines that said leased premises shall be made unfit entirely or in part for occupation and use as herein contemplated, LESSOR will grant a proportionate abatement of rent until the same be properly repaired or restored by the LESSEE, provided, however, if the LESSEE elects not to so repair or restore LESSEE shall give written notice thereof to LESSOR, this lease shall then be terminated and all insurance proceeds due shall be paid to the LESSEE. LESSEE shall remove the structures from the leased premises and fill and grade the foundation hole, unless the Rhode Island Department of Environmental Management waives this requirement. LESSEE'S obligation to remove the structures from the leased premises and fill and grade the foundation hole shall survive the termination of this lease. The LESSEE shall be given six (6) month's time to remove all its furniture, trade fixtures, machinery, equipment or other personal property, owned by the LESSEE on the leased premises.

14. INDEMNITY: Excluding any claims, loss, costs, damage, or expenses arising out of LESSOR, its agents, employees, servants, invitees or visitors negligence or wilful acts;

LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including reasonable attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE'S agents, employees, servants, invitees or visitors; (2) all claims, loss, costs, damage or expenses including reasonable attorneys' fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the premises by LESSEE, or by LESSEE'S agents, employees, servants, invitees, or visitors; (3) all claims, loss, costs, damage, or expenses including attorneys' fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

15. NON-WAIVER: The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. The receipt by the LESSOR of rent with knowledge of the breach of any term, condition, or agreement will not be deemed to be a waiver of such breach. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by the law or by the terms of this lease will not in any way affect the operation of such notice.

16. BUILDING REPAIRS AND ALTERATIONS: (a) The LESSEE shall have the right at its own expense to construct buildings and other improvements, to bring into the leased premises water and other utilities; and to make any repairs or alterations to such installations reasonably necessary

for the conduct and operation of its business; provided, however, it shall have first submitted the plans and specifications therefore to the LESSOR for approval, which approval shall not be unreasonably withheld or delayed by the LESSOR. No building or other structure shall be erected within a distance of five (5) feet from all boundaries of the leased premises.

(b) If LESSOR shall give its consent, the consent shall be deemed conditioned upon LESSEE acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to LESSOR prior to the commencement of the work and the compliance by LESSEE of all conditions of said permit in a prompt and expeditious manner.

(c) LESSOR may require that LESSEE remove any or all said alterations, improvements, additions or utility installations at the expiration of the term, and restore the premises to their prior condition. LESSOR may require LESSEE to provide LESSOR, at LESSEE'S sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of such improvements, if the estimated cost will exceed \$100,000.00, to insure LESSOR against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should LESSEE make any alterations, improvements, additions, or utility installations without the prior approval of LESSOR, LESSOR may require that LESSEE remove any or all of such at LESSEE'S expense.

(d) LESSEE shall pay, when due, all claims for labor or materials furnished to or for LESSEE at or for use in the premises, which claims are secured by any mechanics' and materialmen's lien against the premises or any interest therein. LESSEE shall give LESSOR not less than ten (10) days notice prior to the commencement of any work in the

premises, and LESSOR shall have the right to post notices of non-responsibility in or on the premises as provided by law.

If LESSEE shall, in good faith, contest the validity of any such lien, claim or demand, then LESSEE shall, at its own expense, defend itself and LESSOR against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement against the LESSOR or the premises, upon the conditions that if LESSOR shall require, LESSEE shall furnish to LESSOR a surety bond satisfactory to LESSOR in an amount equal to such contested lien or claim or demand indemnifying LESSOR against liability for the same and holding the premises free from the effect of such lien or claim. In addition, LESSOR may require LESSEE to pay LESSOR'S reasonable attorneys' fees and costs in participating in such action if LESSOR shall decide it is in its best interest to do so.

(e) Outside storage of lumber, materials or finished product is prohibited without the written consent of the LESSOR.

17. FIRE AND EXTENDED COVERAGE INSURANCE: The LESSEE shall obtain and maintain throughout the operation of this lease Fire and Extended Coverage Insurance in an amount not less than the assessed valuation of the property of the LESSEE on the leased premises for the benefit of the LESSOR and LESSEE (as their interests may appear) for any buildings or other structures existing or hereafter erected by the LESSEE on the leased premises or appurtenances thereto, in accordance with this lease. LESSEE shall furnish a certificate of the said insurance policy to the LESSOR on or before the commencement of the lease term, renewal thereof and as often as may be reasonably required by LESSOR. In the event of a loss proceeds of such insurance shall be payable to LESSEE.

18. APPROVAL. This agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.

19. ACCESS: LESSEE shall not block the access road/fire lane, if any, on or about the demised premises, nor shall it permit its agents, servants, invitees, or visitors to block said access road/fire lane with trucks or other vehicles, or in any other manner.

20. SEWERS: The LESSEE shall maintain the connection from the leased premises to the sewer system of the Town of Narragansett, and the expense of such connection, use, maintenance and repair shall be borne by the LESSEE.

21. SUBORDINATION: This agreement is subject and subordinate to any leases, covenants, licenses, easements, and agreements which may now affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

22. LITTORAL RIGHTS RETAINED BY LESSOR: Except for that access specifically set forth above necessary for a use authorized under this lease, nothing contained in this agreement shall be construed as conveying LESSOR'S littoral rights arising out of LESSOR'S ownership of the demised parcel(s) and parcels adjacent thereto.

23. INVENTORY OF PERSONAL PROPERTY: Within six (6) months of the beginning of the lease term, LESSEE shall furnish LESSOR with an inventory of all its furniture, trade fixtures, machinery, equipment or other personal property which it may elect to remove under paragraph 5 herein. Only such personal property as is listed on written inventories furnished LESSOR shall be removable under paragraph 5.

24. SALE OF BUILDINGS BY LESSEE: If, during the term of this lease, or any renewal thereof, or upon termination of

this lease under paragraph 3(b) or upon expiration of this lease, LESSEE should desire to sell its building(s) and improvements on the demised premises and substitute a new LESSEE or assign or sublet this lease, the LESSEE must first obtain the approval of the LESSOR and the State Properties Committee or their respective successors, in accordance with paragraph 4 hereof, which approval shall not be unreasonably withheld or delayed. The sales price shall not be less than the fair market value of the buildings and improvements.

25. UTILITIES: LESSEE shall pay when due the cost of all utility service to the demised premises, including but not limited to heat, gas, telephone, sewer and electricity.

26. MEMORANDUM OF LEASE: The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth the description of the leased premises, the term of this lease and other portions thereof, excepting the rental provisions, as either party may request.

27. SIGNS: The LESSEE shall have the right to erect and maintain appropriate business signs on the leased premises so long as such signs do not affect the safety of the public, nor conflict with state law or local town ordinances. Prior to erecting or installing any signs on the leased premises the LESSEE shall obtain the consent of the LESSOR, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS has caused these presents to be executed in its name and behalf by _____, its Director of the Department of Environmental Management, hereunto duly authorized and KGR REALTY COMPANY, has caused

these presents to be executed by its duly authorized officer, each party signing counterparts the day and year first written above.

EXECUTED IN THE PRESENCE OF:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

James J. Beattie

[Signature]
Director
Department of Environmental Management

KGR REALTY COMPANY:

[Signature]

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

In the City of Providence on the 10th day of October, 1990, personally appeared before me Michael R. [Signature] Director of the Department of Environmental Management, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (as LESSOR), and he acknowledges said instrument, by him executed, to be his free act and deed of said capacity.

[Signature]
NOTARY PUBLIC

My Commission Expires: June 30 1991

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COUNTY OF Washington

In the Town of [Signature] on the 10th day of September, 1990, personally appeared before me [Signature] the President of KGR REALTY COMPANY, to me known and known by me to be the party executing the foregoing instrument on behalf of KGR

REALTY COMPANY, and he acknowledged said instrument, by him executed to be his free act and deed and the free act and deed of KGR REALTY COMPANY.

Josephine Rodriguez
NOTARY PUBLIC

My Commission Expires: *June 30, 1991*

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

APPROVED AS TO FORM:

Richard B. (C. W.) ...
Attorney General

APPROVED AS TO SUBSTANCE:

APPROVED AS TO TERMS AND CONDITIONS:

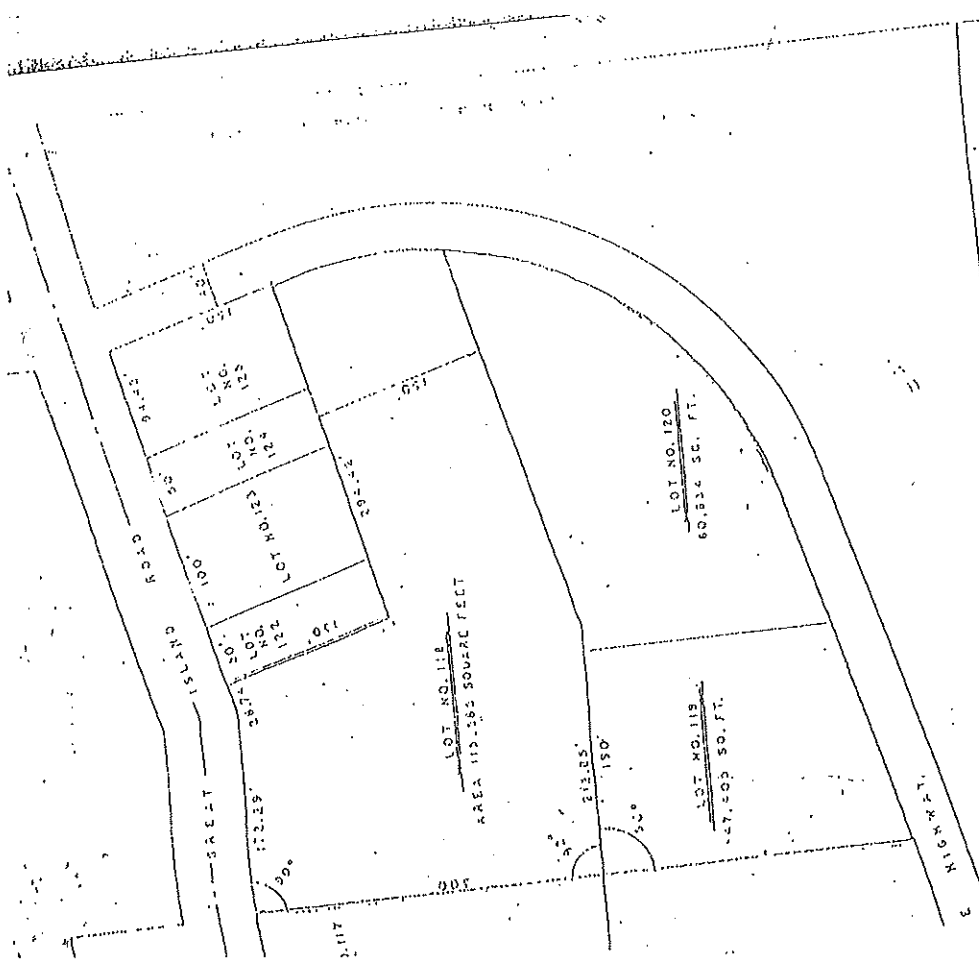
for *James F. Clegg, Jr.*
Director of Administration

Donald M. Lynch
State Purchasing Agent

APPROVED:

Shelby E. Tyler
Member, State Properties Committee

Donald M. Lynch
Chairman, State Properties Committee



STATE OF ROSE ISLAND
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF FORESTS AND RIVERS
 STATE OWNED LAND
 AT CALISE, HARRISNETT, R.I.
 LEASE OF LOT NO'S 119 & 120
 TO KGR REALTY COMPANY
 AS PER LEASE AGREEMENT

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into on the ____ day of July, 2021 by and between the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT ("DEM") and PRI X, LLC, a Rhode Island limited liability company, having a mailing address of 1140 Reservoir Avenue, Cranston, RI, 02920 ("PRI").

WITNESSETH:

WHEREAS, DEM is the owner of that certain real property in the Port of Galilee in the Town of Narragansett, State of Rhode Island consisting of three lots of land designated as lots 250, 256 and 257 (collectively "Premises") which Premises is subject to an Indenture of Lease dated August 16, 1990 between DEM and KGR Realty Company and an Amendment to Lease between DEM and The Dutch Inn, Inc. dated September 18, 2001, said Lease and Amendment of Lease being hereinafter referred to as the "Lease"; and,

WHEREAS, DEM, PRI and GALILEE HOTEL ASSOCIATES, L.L.C. by its Trustee in Bankruptcy, ADVANCED FINANCIAL SERVICES, INC. entered into an Assignment and Assumption Agreement dated March 3, 2005 whereby the Lease was assigned to PRI and PRI assumed all rights, obligations, and duties under the Lease; and,

WHEREAS, PRI has requested of DEM to exercise an existing option to extend the term of Lease for a five (5) year period commencing on August 1, 2021 and terminating on July 31, 2026; and,

WHEREAS, PRI notified DEM that it is no longer viable to operate the hotel building on the Premises; and,

WHEREAS, PRI and DEM desire to have PRI issue a Request for Proposals ("RFP") for a redevelopment plan for the Premises. DEM shall cooperate with PRI in the development of the RFP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEM hereby grants to PRI a one hundred eighty (180) day extension of the Lease commencing on August 1, 2021 and terminating on January 31, 2022 ("Extension Period").
2. During the Extension Period, PRI and DEM shall develop and PRI shall solicit redevelopment proposals for all or part of the Premises through an RFP process. PRI and DEM will cooperate to ensure the RFP receives maximum distribution to Port of Galilee and other stakeholders. PRI will prepare and distribute the RFP at PRI's sole cost and expense. The RFP shall be distributed by October 1, 2021.