

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement" or "Lease") is entered into on this 8th day of July, 2015 by and between THE CITY OF CENTRAL FALLS, a municipal corporation in the State of Rhode Island having its principal place of business located at 580 Broad Street, Central Falls, RI 02863 ("Landlord") and JACK'S ICE CREAM, a Rhode Island limited liability corporation having its principal place of business located at 241 Grotto Avenue, Pawtucket, RI 02860. ("Tenant").

WITNESSETH:

Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Premises: In consideration of the rents, covenants, and obligations herein provided, Landlord does hereby lease and demise to Tenant a portion of the property located at 1420 Broad St., Central Falls, RI, as marked on Exhibit 1, (the "Premises"), for the express purpose of operating an ice cream truck.

SECTION 2. Term: The term of this lease shall be beginning on July 8, 2015 and ending on November 1, 2015 (the "First Full Term"), daily between 10:00AM and 10:00PM. The Tenant agrees to voluntarily terminate this Agreement upon thirty (30) days written notice of the Landlord approving a bid for the development or purchase of the Premises.

SECTION 3. Rent and Utilities: Rent for the First Full Term shall be as follows: Rent from the commencement shall be for \$1.00 for the entire term. Tenant covenants and agrees to pay, as Additional Rent, 100% of all gas, electricity, water and sewer usage fees and assessments related thereto for the term of this lease, including the water usage fees for the fire sprinkler system servicing the Premises, if any. Landlord shall provide Tenant with the invoices for gas, electricity, water and sewer usage fees to be paid by Tenant as additional rent within ten (10) days of receiving said invoices from the Landlord. Any payment not delivered to Landlord within twenty (20) days of the required payment date shall result in a late fee due to Landlord in the amount of Two Hundred Dollars (\$200.00) per outstanding payment. Any payment not delivered to Landlord within forty (40) days of the required payment date shall result in immediate termination of this lease. It is the intention of the Landlord and the Tenant that the rent herein specified shall be net to the Landlord during the term of this Lease, that all costs, expenses and obligations of every kind relating to the Premises and structures, devices, and components servicing the premises for ingress or egress which may arise or become due during the term of this Lease shall be paid by the Tenant in the form of direct payment to the Landlord or as otherwise designated by Landlord, and that the Landlord shall be indemnified by the Tenant against such costs, expenses, and obligations.

All check payments are to be made payable as follows:

City of Central Falls
Attn: Cynthia DeJesus
580 Broad St.
Central Falls, RI 02863

SECTION 4. Use and Prohibited Uses: The Tenant covenants and agrees to use the Premises only for an ice cream truck and for no other purpose (herein defined as the "Permitted Use"). Tenant shall not use or permit the Premises to be used for any other purpose without first obtaining

prior written consent from the Landlord and if so granted without first obtaining permits and licenses from all applicable governing authorities having jurisdiction over the contemplated use as the case may be. Tenant shall not lease, sub-lease, assign or transfer its rights to the Premises without prior written consent from the Landlord and approval from the City Council.

Prohibited Uses: Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done or anything to be brought into or kept in, the Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease, (ii) for any unlawful purposes or in any unlawful manner or (iii) which, in the judgment of Landlord shall in any way (a) impair or tend to impair the appearance or reputation of the Premises, (b) impair or interfere with or tend to impair with the proper and economic heating, cleaning, air conditioning or other servicing of the building or with the use of any of the other areas of the building. Without limiting the generality of the foregoing, no gambling, betting or wagering shall otherwise be permitted on or about the Premises; no machinery shall be operated in the Premises if such operation involves vibratory motion of any kind, no loitering shall be permitted on or about the Premises; and no loading or unloading of supplies or other material to or from the Premises shall be permitted on the Premises except at times and in locations to approved by Landlord. If any government license or permit shall be required for the proper and lawful conduct of the Permitted Use, and if the failure to secure such license or permit would in any way affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant at Tenant's expense, shall at all times comply with the terms and condition of each such license or permit. In the event there is a violation of any provision of this paragraph, the Tenant shall indemnify and hold the Landlord harmless for all actions, claims, losses, or damages which may arise as a result of a violation of this paragraph including but not limited to the cost and fees to defend or prosecute any violation of this Lease and the Landlord may at its option, cancel and terminate this Lease at anytime thereafter after the violation of this paragraph, it being expressly agreed that Tenant hereby waives all defenses. In addition to other remedies, Landlord shall have the right to commence all actions in law and equity, including ejectment proceedings against Tenant and may seek injunctive relief against Tenant.

SECTION 5. Default: The Tenant shall, without the requirement of any previous demand, pay to the Landlord or its agent(s) the said rent and additional rent at the times set forth in Section 3 herein and shall comply with the covenants, terms, conditions, and provisions described in this Lease. In the event of non-payment of said rent, additional rent or any charge or other monetary amount due under this Lease or if any installment thereof or balance shall remain unpaid for a period of forty (40) days after the due date the Tenant shall be in default of this Lease (hereinafter defined as "Monetary Event of Default"). Upon a Monetary Event of Default, the Landlord at its sole option, may terminate the Tenant's rights under this Lease and/or the Landlord or its agents may pursue all legal and equitable actions in all applicable courts against Tenant and without precluded the prosecution of cumulative remedies, Landlord shall have the lawful right without notice to enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefrom, and may relet the Premises as the agent of the Tenant and receive the rent therefrom upon such terms as shall be satisfactory to the Landlord (herein defined as "Landlord's Remedies"). In addition, if the Premises shall be deserted or vacated for longer than thirty (30) days the Landlord may pursue Landlord's Remedies as defined herein. Any such reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this Lease. The Tenant shall be liable to the Landlord for the cost of repairing or altering the Premises for reletting purposes and all expenses of such reletting for a similar use. If the sum realized or to be realized from the reletting is

insufficient to satisfy the monthly or term rent provided in this Lease, the Landlord, at its option, may require that the Tenant pay such deficiency month by month, or may hold the Tenant liable in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the Premises, to secure payment of the rent and performance of the covenants and conditions of this Lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the Premises, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all reasonable attorneys' fees and other expenses incurred by the Landlord in enforcing any of the obligations under this Lease.

SECTION 6. Subletting and Assignment and Diminution of Control: The Tenant shall not sublet the Premises, nor any portion thereof, nor shall this Lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon and approval of the City Council. A transfer of more than 20% percent of Tenant's interest or in the event of a transfer or change of control of Tenant's entity; or a change in the composition of persons, members or entities owning or operating the Tenant's entity whether by sale, operation of law, merger, or consolidation of Tenant with or into any other entity, including but not limited to, LLC or partnership, shall be deemed an assignment for purposes of this Section 8 and shall be prohibited.

SECTION 7. Condition of Premises, Repairs by Tenant: The Tenant has had an opportunity to and has examined and inspected the Premises and accepts the Premises in its present "AS IS" condition without representations or warranties from the Landlord or its agents. The Tenant accepts the Premises without representations or warranties as to the present state or future condition of the Premises. Tenant shall be responsible for any and all costs of modifying or upgrading the fire alarm and the fire sprinkler system, or as may be necessitated by any construction or build out performed by the Tenant in connection with its proposed use of the Premises. All other work to be performed and all necessary permits and approvals shall be done by Tenant at Tenant's own expense. The Tenant shall keep the Premises and all areas servicing the Premises, including all fixtures, components, and devices attached or placed in, on, or affixed thereto in first-class order, repair and condition and Tenant shall at its expense repair, replace, redecorate, paint, and renovate the Premises, and its parts, including, all stairwells servicing the Premises, as may be necessary to continually keep the all of such in first-class order, repair, and condition. Tenant agrees to adequately heat the Premises at a minimum temperature of 55' at all times in order to prevent freezing or damage to the plumbing or other things servicing the Premises. Tenant shall at its expenses maintain, repair, and replace all heating and air conditioning components servicing the Premises to adequately heat and cool the Premises. The Tenant shall, at Tenant's expense; maintain, service, repair and replace, the roof, all plumbing (including unclogging, and repair of sewer lines) and electrical components, devices, fixtures, including breakers, pipes, wiring and components associated therewith servicing the Premises. The Tenant shall arrange for routine extermination at and about the Premises, and shall be liable for the cost of any pest control which may become necessary in or about the Premises.

SECTION 8. Alterations and Improvements: Prior to performing any material alterations, repairs or improvements on the Premises, The Tenant shall submit plans drawn to scale to the Landlord for review and to all applicable local and state agencies having authority and jurisdiction, including but not limited to, the local building official and local fire department for review and

written approval. Such submitted plans shall detail all work, modifications, alterations to be performed or installed by Tenant. Tenant shall be liable to ensure such plans and projected work are in compliance with all applicable codes, rules and regulations and Tenant's proposed alterations, repairs or work shall not cause any other portion of the building or Property to become in violation of any applicable code or to otherwise become non-code compliant. The Tenant shall not alter or deviate from any plan(s) that are approved by Landlord and any authority having jurisdiction over the matter. The Tenant shall comply with all codes, rules, regulations, applicable inspection procedures and shall not make any penetrations, alterations, additions, or improvements to the Premises without the prior written consent of the Landlord and the building official and local fire department, and if such consent is given such shall be performed at Tenant's expense and in accordance with all applicable laws and codes by licensed contractors approved in writing by Landlord. At Landlord's option, the items described herein shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or early termination of this Lease, without compensation to the Tenant. Landlord may by written notice to Tenant require removal of all alterations, additions and improvements at the expiration or earlier termination of this Lease and in which case Tenant shall restore the Premises to a clean, finished condition satisfactory to the Landlord. In addition, Landlord may at anytime require the immediate removal of any alterations, fixtures, or additions made without Landlord's written consent.

SECTION 9. Parking Areas, Sidewalks and Stairwells: Tenant agrees to keep the parking areas, including the dirt parking lot behind the building, stairwells, and entranceways servicing the Premises clean and free of all debris, trash, snow and ice. Tenant shall apply sand and salt to such areas as necessary.

SECTION 10. Liability of Landlord: The Landlord shall not be responsible for: (i) any claim or loss of or damage to property or injury to any persons or entities, occurring in or about the Property or Premises, and/or common areas, including but not limited to, claims, damages or injuries caused by fire, water, steam, dampness, air quality, noise, smoke, sewage backups, mold, odors, the bursting of pipes, acts of vandalism or drunkenness; (ii) violations or negligence of any persons, entities, including but not limited to other tenants, whether or not the claim, damage, or injury suffered is caused by reason of any existing or future condition, defect, matter or thing present in or about the Premises, the building, or the Property of which the Premises are a part. The Tenant agrees to indemnify and save the Landlord harmless from any and all costs, fees, claims, and liability for losses of or damage to property, or injuries to persons or entities, resulting from Tenant's business activities, use, or occupancy of the Premises. In the event it is ever judged, ordered, or otherwise decreed or interpreted that Landlord or its agents are or were liable to repair any portion of the Premises or Property and the Landlord or its agent(s) failed to perform such repair, the liability of Landlord shall be limited solely to the cost of making such repair. In the event of any breach by Landlord of any duty imposed on it by law or by provision of this Lease the Landlord shall not be liable to Tenant, or any party claiming through or in connection with Tenant (including Tenant's invitees) for incidental, consequential, or punitive damages. In addition, it is agreed that Tenant assumes all risk of damage to its own equipment, fixtures, and property of every kind of Tenant and of all persons claiming by, through or under Tenant placed in or about the Premises arising from any cause, including without limitation, loss or damage by theft, smoke, water damage or otherwise.

SECTION 11. Right to Inspect and Exhibit: The Landlord, or its agents, shall have the right to enter the Premises in the day or night to inspect the same, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the building or

improvements, or for the safety or convenience of any occupant (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and to put upon the Premises suitable "For Sale" signs. Prior to the expiration or early termination of the term, the Landlord, or its agents, may similarly exhibit the Premises to prospective tenants, and may place the usual "For Rent" signs thereon.

SECTION 12. Observation of Laws, Ordinances, Rules and Regulations:

The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the permitted use by Tenant of the Premises. Tenant shall be responsible to make such alterations to the Premises as may be required from time to time in order that the Premises complies with any such laws, ordinances, rules and regulations during the term of this Lease or during its occupancy thereafter. The Tenant agrees not to do or permit anything to be done in said Premises, or keep anything therein, which will increase the rate of fire insurance premiums on the building or improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants or patrons, or conflict with the regulations of the Fire Department or Fire Marshall or require a special permit or license, or with any insurance policies upon said improvements or any part thereof. Tenant shall be solely responsible for obtaining all necessary licenses and permits (including Certificate of Occupancy) for the lawful operation of its business, and shall provide Landlord with copies of all such documents upon Tenant's receipt thereof. All necessary permits shall be obtained by Tenant, and copies thereof forwarded to Landlord, prior to Tenant opening for business. Any signage shall comply in all respects with any applicable zoning or signage ordinances of the City of Central Falls and shall be installed in a good and workmanlike manner, insured by Tenant, and shall be properly maintained throughout the term of this Lease.

SECTION 13. Rules and Regulations of Landlord: The rules and regulations regarding the Premises and Property, affixed to this Lease, if any, as well as any other and further rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents, customers, invitees, contractors and any breach thereof by any of the aforementioned shall be considered a breach by the Tenant. The Tenant shall be responsible for the conduct of its employees, agents, customers, invitees, contractors. The Landlord reserves the right to rescind any presently existing rules applicable to the Premises, the building and/or the Property and to make such other and further rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the Premises, the building and the Property, and/or for the building or Property's compliance with all restrictions, covenants, regulations, whether now present or for all future laws, regulations, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this Lease. Landlord may repair, modify, make or affix improvements to the Property at anytime.

SECTION 14. Notices: All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by regular mail or by certified mail return receipt requested or by overnight courier, addressed to the Tenant at the address of the Premises or to leave or serve a copy thereof: i) upon the Tenant; or ii) the registered agent for service of process for the Tenant; or iii) tacked upon the front door of the Premises or the mail box; or iv) upon a person of suitable age situated within the Premises. Notices from the Tenant to the Landlord shall be sent by certified mail, return receipt requested, or by overnight courier to the Landlord as follows: City of Central Falls, Attn: Cynthia DeJesus, 580 Broad

Street, Central Falls, RI 02863. Tenant shall provide Landlord with an address and telephone number to be used in the event of an emergency, and shall update that information from time to time as required. Tenant's contact information is as follows:

Address: Jack's Ice Cream
241 Grotto Ave.
Pawtucket, RI 02860
401-677-9015

SECTION 15. Lease Provisions Not Exclusive: The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

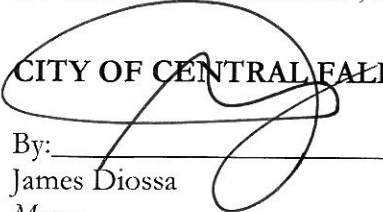
SECTION 16. Indemnification and Insurance: Tenant covenants to provide on or before the commencement of this Lease and to keep in force during the term hereof, Comprehensive Liability Insurance indemnifying and saving the Landlord harmless from and against all liability and expense of any kind arising from injuries or damages to persons, or property about the Premises and Property arising out of or resulting in any way from any act or omission of Tenant, its agents, contractors, employees related to the Premises and the common areas (if any) and areas servicing the Premises, and its appurtenances on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, property damage, personal injury or death to any one person or persons and/or damage to property. If Tenant fails or neglects to carry such insurance and pay all premiums therefore, or if the policy or policies of insurance shall be cancelled for any cause and Tenant does not promptly obtain other insurance prior to or simultaneously with such cancellations, Tenant shall be in default and Landlord may obtain such insurance in Landlord's own name to the extent herein provided and pay the premium therefore, and any sums paid by Landlord for said premiums shall be deemed additional rent hereby reserved and shall be payable by Tenant on demand of Landlord, together with interest at the rate of twelve percent (12%) per annum.


SECTION 17. Environmental: Tenant shall defend, indemnify and hold Landlord harmless from and against all loss, cost, expense or damages Landlord, its stockholders, officers, directors or employees may suffer or incur as a result of the discharge, release, generation, storage or disposal of any Hazardous Materials on or about the Premises during the term of this Lease and during all holdover periods.


[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement this 8th day of July, 2014.

CITY OF CENTRAL FALLS:

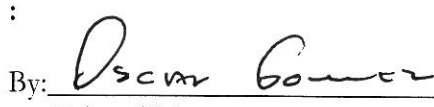
By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

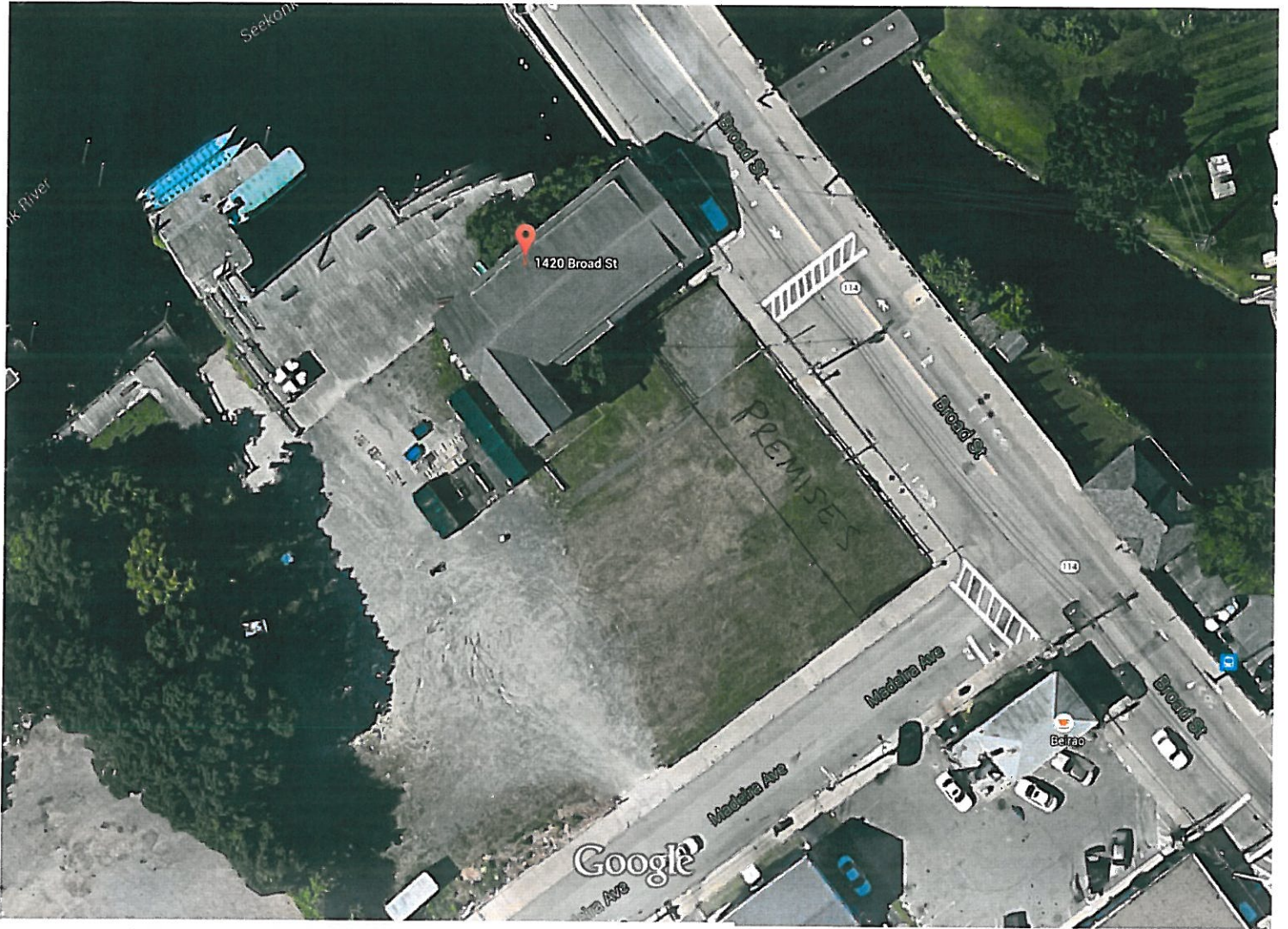
Date: 7-8-15

JACK'S ICE CREAM, INC

By: 
Printed Name


Signature

Date: 07/08/15



1420 Broad St, Central Falls, RI 02863

Street View · Search nearby

Imagery ©2015 Google, Map data ©2015 Google 20 ft

EXHIBIT 1