

RHODE ISLAND CONVENTION CENTER
SPECIAL USE LICENSE AGREEMENT
Contract #

THIS AGREEMENT is made and entered into as of this 4th day of April, 2020, by and among the Rhode Island Convention Center and SMG, a unit of ASM Global ("Licensor"), which has been engaged to manage and operate the Rhode Island Convention Center (the "Center") on behalf of the Rhode Island Convention Center Authority ("Owner" or the "Authority"), and the State of Rhode Island and Providence Plantations, acting through its Department of Administration, on behalf of the Department of Health and the National Guard ("Licensee").

Whereas, in response to the Covid-19 pandemic Licensee desires to license from Licensor the Center in order to operate an overflow annex for up to 600 low acuity COVID-19 patients as new admittees or as step-down from hospital care individuals who need continuing care; and

Whereas, all medical-related operations at the Center will be operated by Lifespan Corporation for the State; and

Whereas, in order to make the Center appropriate for such use certain renovations need to be made to the Center, and Licensee has retained AECOM (designer) and Dimeo Construction Company (construction manager), at the State's expense, to design and to construct such renovations;

Therefore, in consideration of the License set forth in this Agreement, and the other terms and conditions of this Agreement, Licensor and Licensee agree:

1. Premises. Subject to the terms and conditions contained herein, Licensor grants to Licensee the nonassignable right to use and occupy the Center, less the second floor office mezzanine, its South Garage (exclusive of the valet section of the garage) with approximately 500 parking spaces, and spaces for parking 3 trailer trucks in the rear of the adjacent Dunkin' Donuts Center (the "Premises").

2. Purpose. The Premises are to be used solely for the purpose of an overflow facility for up to 600 low acuity COVID-19 patients as new admittees or as step-down from hospital care individuals who need continuing care. Attached as Exhibit A are floor plans of the Premises indicating the use that the State may make of each portion of the Premises. No use may be made of a particular area other than as indicated on Exhibit A without the express written consent of Licensor. Any part of the Premises occupied by patients or used to store medical supplies, wastes or other materials, or otherwise used for medical purposes shall be the "Medical Area".

3. Renovations. Owner and Licensor grant Licensee permission, at Licensee's sole risk and expense, through AECOM and Dimeo Construction Company to make the renovations to the Premises required for Licensee's temporary use. Prior to this License termination, Licensee shall be responsible for returning the Premises to the condition it was provided, unless otherwise agreed by the parties, including without exception all necessary cleaning and decontamination required to provide certification that the Premises are to the reasonable satisfaction of SMG suitable for general use.

4. Term. The term of this License shall be from the period beginning April 4, 2020 for a six month initial term expiring October 3, 2020. Provided the Governor's Declaration of an Emergency is extended, Licensee shall have the right to extend the initial term upon 30 days advance written notice as to each extension up to four additional one month extension periods (the "Term"), unless otherwise agreed in writing by the parties. At the end of three months the parties shall meet to review the Licensee's anticipated needs.

5. Rent and Other Charges.

A. Licensee agrees to pay Licensor, as Rent for the use of the Premises, the sum of \$660,000 per month, prorated for any portion of a month, payable monthly upon billing.

B. Licensee shall pay Licensor, in addition to Rent, any sum due to Licensor for additional services, accommodations, personnel or materials furnished by Licensor, and getting the Premises ready for use by Licensee; at rates established and on file in Licensor's administrative office. Payment of such itemized costs are payable monthly upon receipt of proper documentation. Licensee initially certifies that Dacia Read, Assistant Secretary of the Executive Office of Health and Human Services and Lt. Colonel Jamie S. Scott of the Rhode Island National Guard are each designated, and acting singly, and shall have full authority to bind Licensee with respect to any written order, which may be in email form, for such goods and services. Licensor may rely on the assertion of authority by either party. Licensee may designate a substitute for Ms. Read and/or Lt. Colonel Scott in writing to Licensor. Exhibit B attached sets forth those items included in the monthly rent.

6. Personnel. Licensee agrees to employ at its own expense all necessary personnel not furnished by Licensor.

7. Building systems and Utilities. Licensor represents that all building systems (HVAC; roof; plumbing; electrical; telephone; connectivity, etc) are fully functional. Licensor will provide customary and normal lighting, heating, air conditioning, electricity, and water and maintain all building systems as fully functional during the duration of this License at no additional costs to Licensee. In the event Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of Licensor, including shortage of personnel or work required in a medical areas, such failure shall not be considered a breach of this Agreement, and a third party may be contracted to perform such services. If the necessity for any repair is the result of actions of Licensee or anyone occupying the Premises through Licensee the cost

shall be borne by Licensee. If Licensor is unable to find someone to make the repair or provide the service, Licensee, after consultation with Licensor, may undertake such services and back bill or set-off for such costs against monies owed to Licensor. Heat and Air Conditioning as well as lights may be at reduced levels during move in and move out periods.

8. Defacement of Property: Signs and Posters. Licensee shall not cause or permit the Premises to be defaced, injured, marred or damaged in any manner. Licensee, without Licensor's written approval, shall not make any alterations of any kind to the Center or equipment therein other than as previously approved by Licensee in Exhibit B. Licensee shall be responsible for any and all damage caused by Licensee's use of the Premises and shall return the same to Licensor in the same condition as when possession was received, reasonable wear and tear excepted. Licensee shall pay to Licensor, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or equipment located therein as a result of the use thereof by Licensee, its agents, employees, contractors, invitees, attendees, patrons and guests. Licensee may post signs, posters or cards only of a type and in those locations in and about the Center approved in advance by Licensor. Use of the partition track for hanging of signage is strictly prohibited.

9. Default by Licensee. Licensee shall be in default of this Agreement; (a) if it fails to pay any amount due under this Agreement; (b) if it breaches any provisions of this Agreement or the Event Guide or any Rules and Regulations promulgated by Licensor; or (c) if it violates any applicable laws or ordinances during its use of the Premises. Upon Licensee's default, Licensor, at its sole option, may terminate this Agreement and/or exercise all rights and remedies at law or in equity. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to relicense the Premises. In the event of cancellation of this Agreement by Licensee, Licensee shall pay Minimum Rent as set forth in Paragraph 4 and all costs incurred to the date of cancellation as liquidated damages. In the event Licensee holds over beyond the end of the Term, Licensee shall be responsible for all costs and damages to Licensor and subsequent licensees of the Premises.

10. Vacation of Premises. Any property of any kind brought upon the Premises by Licensee, its agents, employees, contractors, invitees, attendees, patrons and guests shall be at the sole risk of Licensee and shall be promptly removed from the Premises on the expiration of the Term. In the event that the Premises, or any portion thereof, is not vacated by Licensee at the expiration of the Term, Licensor may move from the Premises and/or dispose of, at the expense of the Licensee, any and all goods, wares, merchandise and property, then occupying the Premises, or portion thereof; and Licensor shall not be liable for any damages or loss sustained by reason of such removal or disposal, and Licensor and the Authority are hereby expressly released from any and all claims for damages.

11. Force Majeure. If the Center or any part thereof is destroyed or damaged by fire or any other cause, or if in the opinion of Licensor any other casualty or unforeseen occurrence renders the Center unsafe or impracticable to use, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure of public utilities, or unusually severe weather, then this Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of Rent, fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, contractors, invitees, attendees, patrons or guests has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all Rent, fees and charges hereunder in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.

12. Laws and Regulations. Licensee will comply with all laws of the United States, the State of Rhode Island, all municipal ordinances and all orders of police and fire departments and any other municipal authority, including the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on the Premises during the Term in violation of any laws, ordinances, rules or orders.

13. Interruption or Termination of the Event Licensor retains the right to cause the ejection of any person in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License be so interrupted or terminated.

14. Assignment or Transfer. Licensee shall not assign, transfer or encumber this Agreement, nor the license given hereby. Licensor may assign this Agreement to the Authority.

15. Notice. For the purposes of notice or demand, the respective parties shall be served by hand delivery or certified or registered mail, return receipt requested, at the addressees next to their signatures below.

16. Entire Agreement. This Agreement, the attached Exhibits and the attached Rider and all reasonable rules and regulations promulgated by Licensor from time to time constitute the entire agreement of the parties hereto and representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.

17. Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected by such invalidity.

RIDER TO LICENSE AGREEMENT

Whereas, in response to the Covid-19 pandemic, and to make the Premises available to facilitate the public response thereto, the Premises owner, the Rhode Island Convention Center Authority (the "Authority") has requested SMG, the operator of the Premises, on the Authority's behalf to enter into the foregoing Special Use License Agreement with Licensee (the "Agreement"), and SMG does so at the request of the Authority. The terms and provisions of this Rider supplement, and to the extent inconsistent with shall take precedence over, the terms and conditions of the Agreement.

Whereas, this Special Use Agreement authorizes Licensee, at its sole risk and responsibility, to use the Premises for the purpose of facilitating Licensee's response to the Covid-19 pandemic, including making the Premises available to other persons ("Invitees") including but not limited to medical staff, support personnel, emergency services and persons affected by or sheltering from Covid-19 infection.

Whereas, given the unprecedented and emergency nature of this use of the Premises, it is understood that SMG is acting solely at the direction of the Authority, the owner of the Premises, and Licensee assumes all risk and responsibility associated with its use of the Premises, and SMG's and the Authority's obligations (if any) to Licensee and others shall be strictly and narrowly construed.

1. The Premises. Licensee accepts the Premise on an as-is basis, including without limitation with respect to compliance with laws concerning accessibility, environmental conditions, safety, sanitation and structural condition and design; excepting that Licensor represents that all building systems (previously described) are fully functional and shall be maintained as such by Licensor. Licensee acknowledges and agrees that it has been afforded the opportunity to inspect the Premises and that Licensee has satisfied itself that the Premises are suitable for Licensee's use and that Licensee is not relying upon any statement or representation by SMG concerning such suitability. Licensee waives any claim concerning the condition or suitability of the Premises, including with respect to Licensee's intended or actual use of the Premises; except as to the building systems as stated above..

2. Invitees. Licensee shall be solely responsible for the safety and welfare of all Invitees. Licensee shall be solely responsible for any property damage or personal injury cause by any Invitee, or any other loss or liability suffered by or caused by any Invitee. Licensee assumes full responsibilities for the character, acts and conduct of all persons admitted to the Premises in connection with their use of the Premises.

3. SMG's Employees. Licensee shall take all appropriate steps to ensure the safety and welfare of SMG's employees. Licensee shall provide to SMG's employees all training and personal protective equipment deemed reasonably necessary or required for their protection under the circumstances of Licensee's use of the Premises. In no event shall SMG or SMG's employees be obligated to perform any medical services (including the handling of medical wastes), enter into or occupy areas occupied by patients or otherwise designated for medical purposes, or perform any other activity that would expose them to infection or illness. Licensee will not have direction and control of SMG's employees.

Facility access and credentials of Licensee's personnel shall be provided in collaboration with Licensor.

4. Licensee's Insurance. Licensee Agrees to comply with the Insurance Specifications, attached hereto.

5. Insurance Costs. Licensee shall pay any insurance cost increase to SMG for its usual and regular insurance coverage incurred as a consequence of Licensee's use of the Premises.

6. Immunity. It is hereby understood and agreed that Licensee is using the Premises for the purpose of responding to a public health emergency, and that the Premises are being licensed to Licensee and utilized by Licensee at the direction of the State of Rhode Island and Providence Plantations. SMG and the Authority shall be afforded all immunities and protections from loss and liability that may apply under such circumstances, and in order to further the public purpose of this Agreement all such immunities and protections shall be construed liberally in favor of SMG and the Authority.

7 Confidentiality. Licensee and Lifespan Corporation Licensee's medical provider, shall protect the confidentiality of all confidential information, including medical information, personally-identifiable information or other protected data concerning any Invitee, patient or any other person. SMG does not consent to receive such information, and Licensee shall not provide SMG with access thereto.

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8. Licensee's Indemnity. To the extent permitted under R.I.G.L. 9-31-1 et seq., to the fullest extent allowed under applicable law, Licensee agrees to indemnify, hold harmless and defend SMG and the Authority, and each of and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and **expenses** (including attorney's fees) arising from Licensee's use of

the Premises or on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its employees, agents, subcontractors or Invitees, or any other person (including any employee of SMG) entering upon the Premises.

The undersigned parties have duly executed the preceding Special Use License Agreement and this Rider effective as of the day and year first written above in the Special Use License Agreement.

“Licensee”

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
By and through the Department of Administration on behalf of the
Department of Health and the National Guard

By BS
Its Director of Administration
Address One Capitol Hill
Providence RI 02908

“OWNER”

RHODE ISLAND CONVENTION CENTER AUTHORITY

By BA
Its Executive Director
DDC – Third Floor
One LaSalle Square
Providence, RI 02903
Attn: Executive Director

“SMG”, a unit of ASM Global

By: AS
Its: General Manager
One LaSalle Square
Providence, RI 02903
Attn: General Manager

INSURANCE SPECIFICATIONS

1. Licensee agrees, at its sole expense, to use its best efforts to procure and maintain during the term of this License

Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage for the mutual benefit of Licensee, SMG, the owners of the Licensed Areas and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Licensed Areas arising in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of not less than \$25,000,000 at a reasonable cost..

2. The insurance policies set forth in above shall name as Additional Insureds: (i) SMG (ii) the Rhode Island Convention Center Authority, and (iii) ASM Global Parent, Inc., and each of their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary and non-contributing to insurance maintained by SMG and the Authority.

3. To the extent applicable, Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement, Workers Compensation insurance in accordance with statutory limits and Employer's Liability at a limit of \$1,000,000 per occurrence covering all employees, and other such persons as are employed by Licensee and its respective affiliates), which shall be evidenced on the certificate of insurance. The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Licensed Areas) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Licensed Areas).

4. All insurance shall be by valid and enforceable policies issued by insurers, licensed to do business in the State of Rhode Island, such responsibility and the insuring agreements to meet with the reasonable approval of SMG. An insurer with a current A.M. Best rating of at least A VI or better shall be deemed to be acceptable. Receipt by SMG of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.

Exhibits

STATE PROPERTIES COMMITTEE

APPROVED this 15th day of April, 2020 by the State Properties Committee.

APPROVED AS TO TERMS:
AND CONDITIONS:

By: Marco Schiappa
Digitally signed by Marco Schiappa
DN: cn=Schiappa, email=Schiappa@state.nj.gov,
c=US, ou=NJ State Properties Committee
Date: 2020.04.16 13:07:14-0400
Its: Chairperson

By: Gregory S. Schultz
Digitally signed by Gregory S.
Schultz
Date: 2020.04.16 12:33:59 -0400
Its: Designee of the Attorney General

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Designee of the Director,
Department of Administration

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: [Signature]
Its: Public Member

Exhibit A – Use of rooms in the premises as of April 9, 2020, subject to change

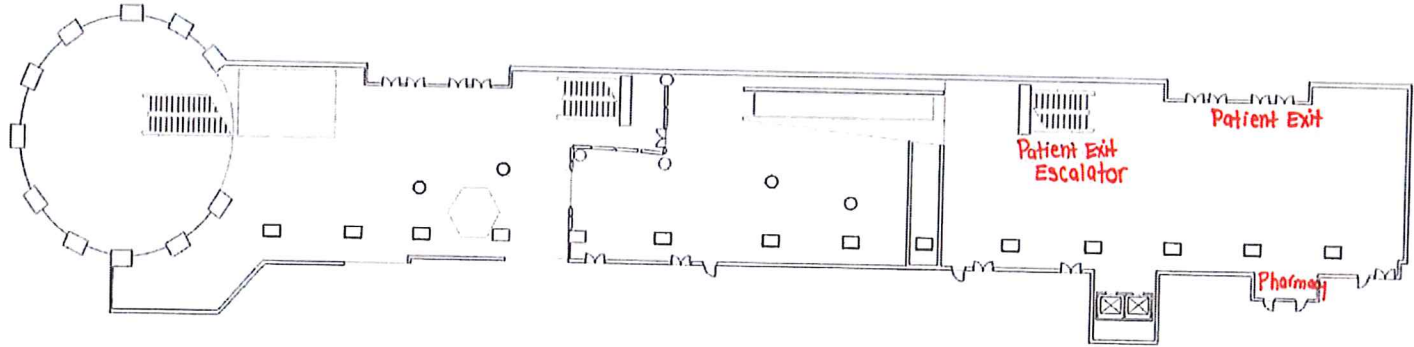
Exhibit B– Included in monthly rent

Exhibit B
Included in the monthly rent

Licensors represent that the monthly rent includes utilities, heat, light AC, basic WiFi, janitorial service in the non-medical areas, waste removal other than for medical/hazardous waste, necessary building operation persons during customary building hours

- Cold zone (no patients)
- hot zone (patients, dr/nurse)

20 Feet



Rhode Island Convention Center
Lobby / Sabin Place

Lobby Level Full for Jay Test - January 1, 2020, 12:00 PM

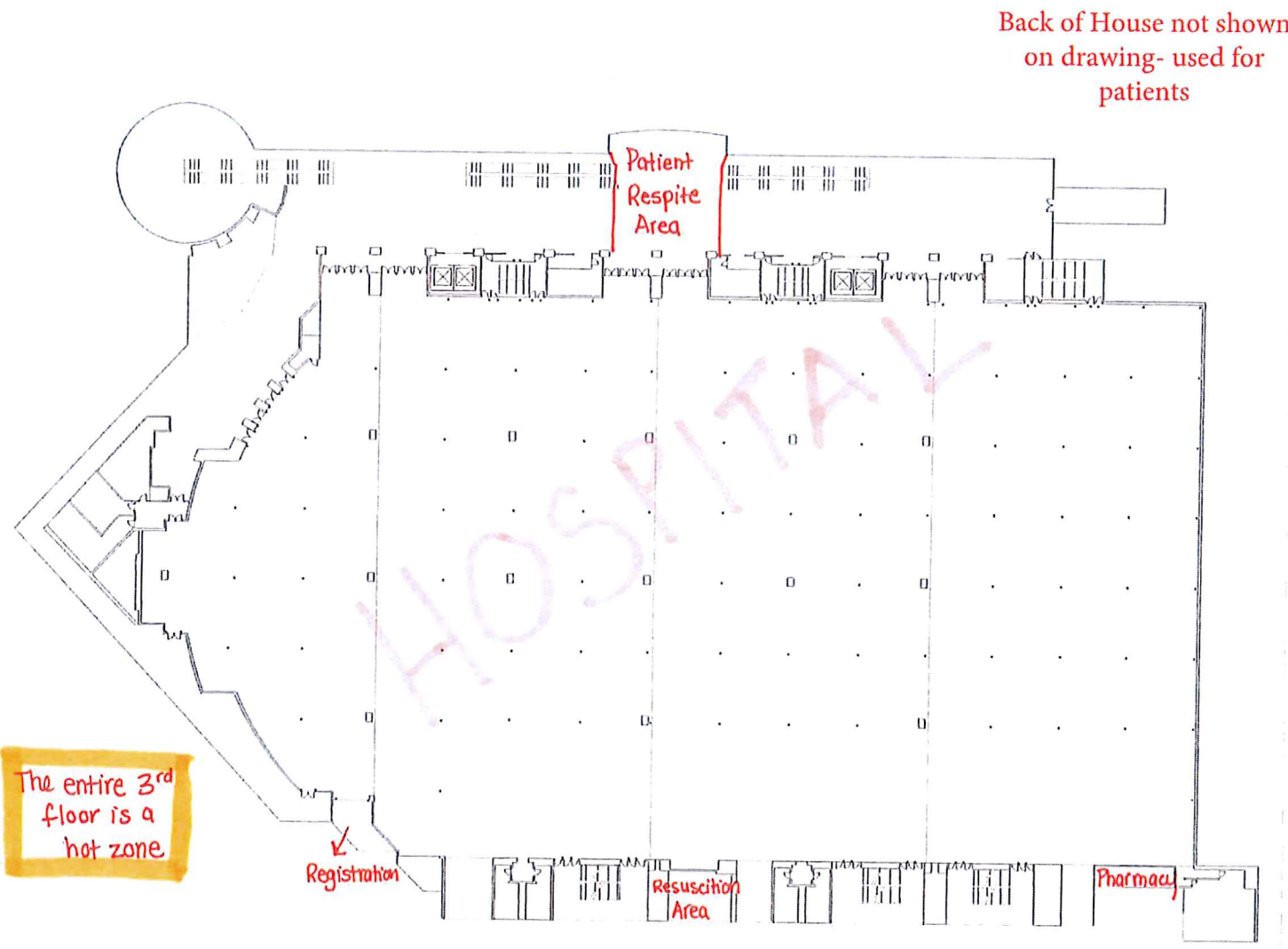
Powered by Social Tables

EXHIBIT A

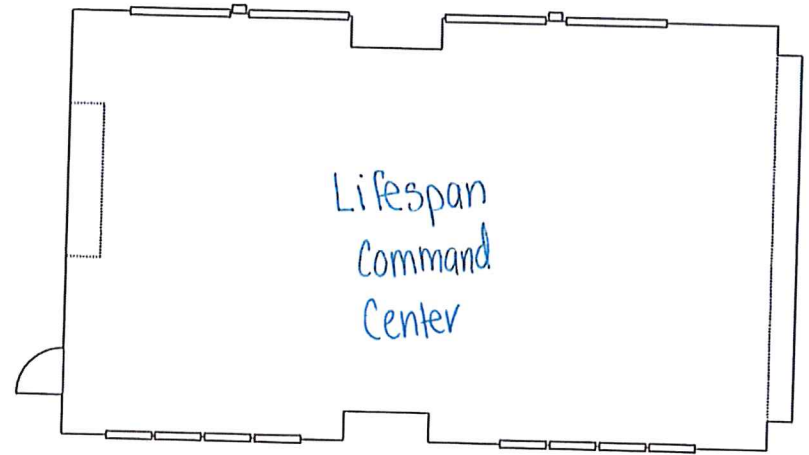
Third Floor Exhibit Hall and Prefunction for Jay Test - January 1, 2020, 12:00 PM

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20 Feet



Rhode Island Convention Center 3rd Floor

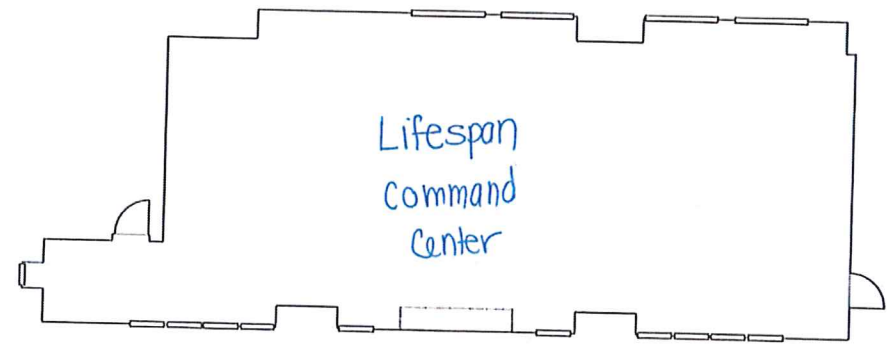


Warwick (East Side)
4th floor

5 Feet

Warwick for Jay Test - January 1, 2020, 12:00 PM

Powered by Social Tables



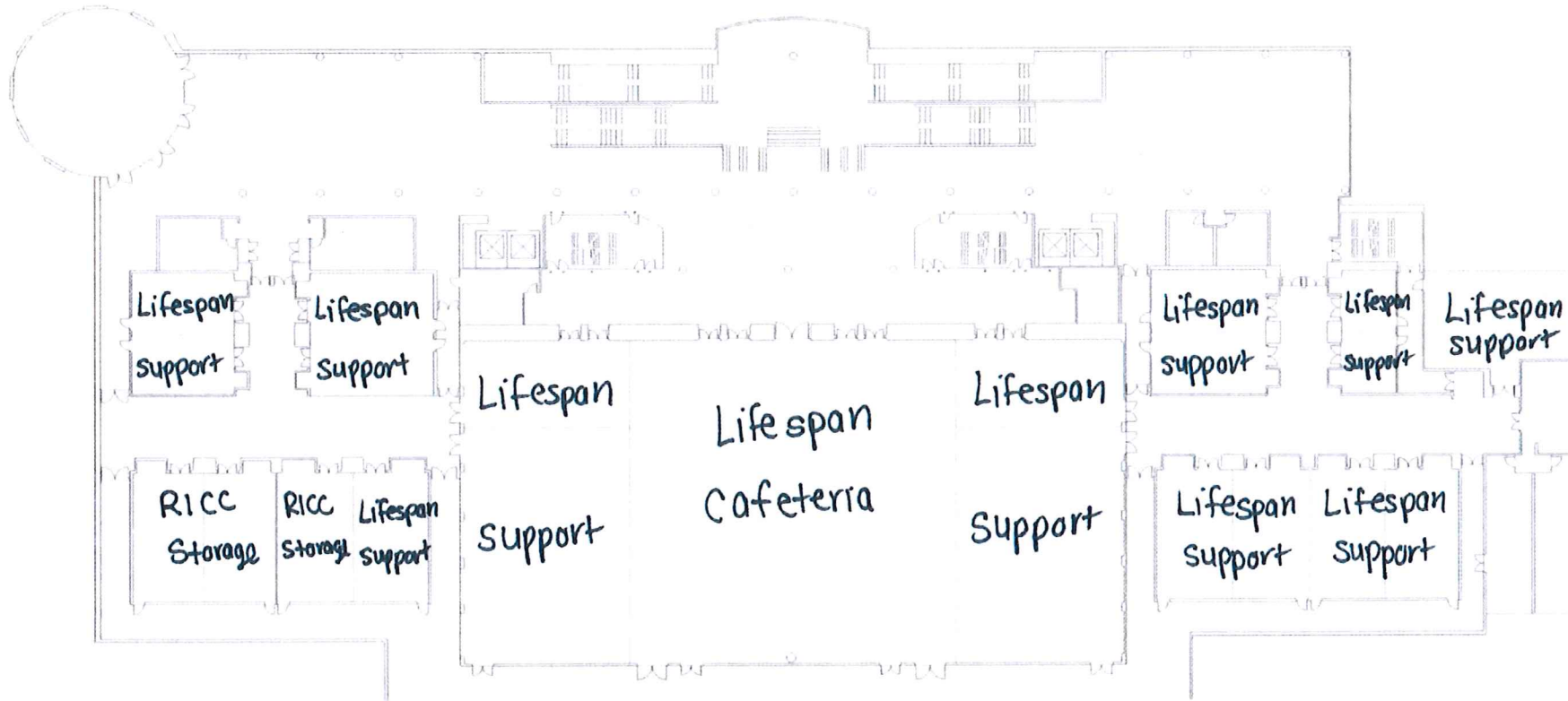
PROVIDENCE (West Side)
4th floor

5 Feet

Providence for Jay Test - January 1, 2020, 12:00 PM

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20 Feet



Rhode Island Convention Center
5th floor
Terrace Level

