

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PUBLIC UTILITIES AND CARRIERS**

**IN RE: A & R MARINE CORP. D/B/A/ PRUDENCE
& BAY ISLANDS TRANSPORT'S APPLICATION FOR DOCKET # D-13-105
CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY**

MOTION TO INTERVENE OF TOWN OF BRISTOL, RHODE ISLAND

Now comes the Town of Bristol, Rhode Island, and moves, pursuant to Rule 17 of the Rules of Practice and Procedure of the Division of Public Utilities and Carriers, to intervene in this proceeding.

The Town of Bristol, Rhode Island (hereafter "Bristol," or the "Town) claims a right to intervene in this Docket, and an interest in the proceeding of such nature that the grant of its request is appropriate, and should be approved. This proceeding concerns an application for the issuance of a Certificate of Public Convenience and Necessity (CPCN) and authority to operate a ferry water carrier of passengers and freight between Prudence Island, and the Town of Bristol, Rhode Island, and the only location in Bristol currently suitable for such service is the land and dock recently purchased by the Town of Bristol. As such, the Town has an interest in the subject matter of the Docket, and its interests are not adequately represented by the existing parties to the proceeding.

STANDARD FOR INTERVENTION AT THE DPUC

The standard used by the Division of Public Utilities and Carriers (hereafter the “Division”, or “DPUC”) in deciding motions to intervene is broad in scope, and is liberally applied in furtherance of the Division’s statutory responsibilities. Participation in a proceeding as an Intervenor may be initiated by order of the Hearing Officer upon the filing of a motion to intervene. Under the DPUC’s rules, “any person with a right to intervene or an interest of such nature that intervention is necessary or appropriate may intervene in any proceeding before the Division. Rule 17 (b). Such a right or interest may be : (1) conferred by statute; (2) an interest which may be directly affected and which is not adequately represented by existing parties and as to which the movant’s may be bound by the Division’s action in the proceeding. Id. Consumers served by the applicant or exiting certificate holder are among the class of interested persons who may have an interest in the proceeding sufficient to warrant the granting of intervention status. Further, intervention may be granted where the movant’s participation may be in the public interest. Rule 17 (b) (3).

BRISTOL IS A PROPER PARTY TO SEEK INTERVENTION

The Town is a proper party to seek intervention in this proceeding for several reasons. The current ferry service runs and has run for several decades from downtown Bristol to Prudence Island. The users of the service park in Bristol, shop in Bristol, get intermodal connections to the RIPTA bus lines in Bristol, and form a valuable component of the towns commerce. The dock from which the current ferry service is operating is also, at this time, the only likely location for any new service, as the Town of Portsmouth does not have any suitable location or dock, especially for transport of vehicles by ferry.

Moreover, the Town recently purchased the land and dock located in Bristol from the current Certificate Holder/ferry operator. Thus the Town now has a real property interest at stake. As part of the purchase of land and dock, the Town has leased back the outer portion of the dock to the current ferry operator until “June 14, 2014, or until such time as the current President of the Tenant either no longer owns or operates the current ferry service, whichever is soonest to occur, but in no event later than June 14, 2014.” (See Lease attached hereto as Exhibit A.)

The current operator of the ferry service communicated to the DPUC and the public that it intended to cease ferry service to Prudence Island as of December 1, 2013. In response to this communication the Town of Portsmouth issued a “Request for Information” (“RFI”) relative to Prudence Island Ferry Service. The purpose of the RFI was to seek information and creative solutions to ensure a seamless transition of ferry service and to prevent an interruption in this essential service. Based on the contradictory statements of the current ferry operator, there is significant doubt as to the continued provision of ferry services between Bristol and Prudence Island after December 1, 2013.

FACTS RELATING TO BRISTOL’S INTEREST IN THIS PROCEEDING

A recent Report and Order issued by the DPUC in Docket # 13 MC 22, stated in pertinent part that “persons or companies interested in replacing Prudence Island Ferry, Inc., effective December 2, 2013, should plan to submit their application for operating authority to the Motor Carrier Section of the Division no later than October 15, 2013, in order to ensure adequate time for public notice, formal hearing, and issuance of a Report and Order granting (or denying) the application for a certificate of public convenience and necessity (CPCN).”

As noted above, the Town of Bristol owns the land and dock in Bristol currently leased to Prudence Island Ferry, Inc., but which could be leased to a person or entity that could qualify for a CPCN, either on December 2, 2013 if the Prudence Ferry, Inc defaults on the lease by failing to operate the current ferry service, or in any case by June 15, 2014. Bristol is ready, willing, and able to enter a lease for the Bristol dock with a viable ferry operator at a commercially reasonable rent.

THE TOWN'S POSITION IN THIS PROCEEDING

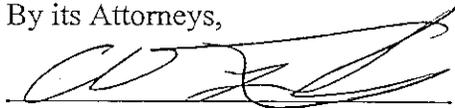
The Town seeks a long-term solution for the provision of ferry service between Bristol and Prudence Island. Recent events have resulted in uncertainty over the continued stability of service by the existing certificate holder. The Town would be willing to lease land it owns in Bristol to a ferry operator in order to ensure the continued provision of this "lifeline" service. At this time, the Town takes no position as to which potential operator it prefers. If permitted to do so, the Town would submit evidence to the DPUC for its consideration (including the attached Exhibit A), cross examine witnesses as necessary, and represent Bristol's views on other issues as they arise during the course of the hearing.

CONCLUSION

The Town of Bristol has an interest in this proceeding that warrants the grant of its Motion to Intervene, and it respectfully requests that the motion be granted in furtherance of the public interests at stake in this Docket.

TOWN OF BRISTOL, RHODE ISLAND.

By its Attorneys,



Andrew M. Teitz, Esq.

Assistant Town Solicitor

Ursillo, Teitz & Ritch, Ltd.

2 Williams Street

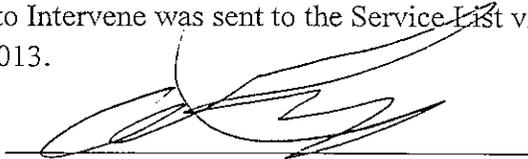
Providence, RI 02903

401-331-2222

andyteitz@utrlaw.com

CERTIFICATE OF SERVICE

I certify that a copy of the within Motion to Intervene was sent to the Service List via U.S. mail, or e-mail, on the 23rd day of October, 2013.



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LEASE

THIS LEASE (the "Lease") is entered into as of the 14th day of June, 2013, by and between **TOWN OF BRISTOL**, a Rhode Island municipal corporation, with a mailing address of 10 Court Street, Bristol, Rhode Island 02809 (the "Landlord"), and **PRUDENCE FERRY, INC.**, a Rhode Island corporation, with a mailing address of 300 West Main Road, Portsmouth, Rhode Island 02871 (the "Tenant").

IT IS MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. Definitions and Construction.

For the purposes of this Lease, the following words and phrases are defined as set forth below:

1.01 "Commencement Date" shall mean June 14, 2013.

1.02 "Landlord Indemitees" shall mean the Landlord and the Landlord's lessors, its partners, officers, directors, trustees, principals, agents, property managers, employees, and any mortgagee(s).

1.03 "Premises" shall mean that portion of the Real Estate (as hereinafter defined) comprised of the westernmost sixty-five (65) feet of the dock on the Real Estate, including the ticket shed thereon

1.04 "Real Estate" shall mean the land which the Premises are a part of commonly known as and numbered 133 **Thames Street, Bristol, Rhode Island**, as more particularly shown on Exhibit A attached hereto.

2. Leasing. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases and takes from the Landlord the Premises.

3. Term. To have and to hold the Premises unto the Tenant for and during the term of **one (1) year** from the Commencement Date to **and including June 14, 2014, or until such time as the current President of the Tenant either no longer owns or operates the current ferry service, whichever is soonest to occur, but in no event later than June 14, 2014.**

4. Acceptance of Premises. Except as may otherwise be expressly provided herein, the Tenant shall accept the Premises on the Commencement Date in its "AS-IS" condition, with all HVAC, mechanical, and electrical systems in good working condition, and

subject to all applicable laws, ordinances, regulations, covenants, and restrictions, and the Landlord shall have no obligation to perform or pay for any repair or other work therein for the Tenant of the Tenant's business prior to the Commencement Date.

5. **Security Deposit.** [INTENTIONALLY OMITTED.]

6. **Rent.** The Tenant shall pay rent to the Landlord, without deduction, set off, prior notice, or demand, the sum of **ONE and 00/100 Dollars (\$1.00)** in advance as of the Commencement Date.

7. **Additional Rent.** [INTENTIONALLY OMITTED.]

8. **Utilities.** The Tenant shall pay all utilities and services furnished to or used by the Tenant, including, without limitation, electricity, water, and for all connection charges, if any, and any charges for sewer use, whether the same are designated as charges, taxes, assessments, fees or otherwise, such payments to be made by the Tenant as the same shall become due. The Tenant shall be solely responsible for its own trash and recycling removal and costs. The Tenant, at its sole expense, shall purchase and install all replacement lamps and light bulbs used in the Premises as well as to pay for, at its sole expense, trash and snow removal.

9. **Repairs and Maintenance.**

9.01 The Tenant shall, at the Tenant's sole cost and expense, during the term hereof, and any extended term hereof, make all maintenance, replacement and repairs to the Premises, whether foreseen or unforeseen, and shall: (i) keep and maintain in good order, condition, replacement and repair the Premises and each and every part thereof, interior and exterior, as applicable; (ii) keep the alterations and improvements made by the Tenant in good repair, including structural repairs, if any, and in compliance with all ordinances, requirements, orders, directives, rules and regulations of federal, state, city governments and all other governmental authorities or any national or local Board of Fire Insurance Underwriters.

9.02 The Landlord shall not be required to make any repairs whatsoever to the Premises during the term of this Lease, except for any items or systems which is used in common with other tenants, unless any repair needed thereto is the result of damage caused by the Tenant or any invitee, guest, licensee, agent, or employee of the Tenant. In which case, the Tenant shall bear the burden of the full cost of such repair.

9.03 The Landlord will not be responsible for damages to the Tenant's business assets, personal property, equipment, inventory, fixtures, or any property being held by or in the custody of the Tenant for another whatsoever, including, without limitation, by roof leaks, window leaks, flooding, natural or otherwise, fire or any other peril of loss.

9.04 The Tenant shall, at its expense, cause the Premises to be cleaned as necessary to maintain same in a good, clean, sanitary condition in accordance with the standards of a ferry service, and supplying therefor all necessary cleaning goods, supplies and paper goods.

10. **Alterations and Improvements.** The Tenant may not make any alterations or improvements to the Real Estate and/or the Premises without the prior written consent of the Landlord. All such alterations or improvements shall, at the option of the Landlord, become the property of the Landlord.

11. **Parking.** The Tenant shall be allowed no more than twenty-six (26) parking spaces of vehicles on the Real Estate at any time (the "Parking Area"). The Landlord reserves the right to remove any vehicle that exceeds that allowed amount or which may not be operable or properly registered and shall not be responsible for any costs or liability for such action. At no time shall the Tenant permit any oversized vehicle to park on the Real Estate. The Landlord shall not be responsible for any vehicle damages whatsoever resulting from, by way of example, theft, flooding, or any other type of loss. The Tenant's general liability policy is expected to cover any losses resulting thereto. The Landlord assumes and shall have no responsibility whatsoever for any damages or injuries arising therefrom or in any way in connection therewith, and the Tenant agrees to fully and unconditionally defend, indemnify, and hold harmless the Landlord and the Landlord's Indemnitees. The Tenant shall be permitted to retain any rental fees for the twenty-six (26) parking spaces that may have already been collected for the period of January 1, 2013 through and including December 31, 2013. Thereafter, the rental fees for said spaces shall accrue to the Landlord.

12. **Commercial General Liability and Property Insurance; Indemnity.**

12.01 The Tenant shall obtain and pay for commercial general liability insurance insuring the Landlord and the Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Real Estate or the Premises, the coverage and protection of such insurance to be not less than \$1,000,000.00 (combined single limit).

12.02 The Tenant shall obtain and pay for property insurance insuring the Tenant's personal property and business assets on the Premises, personal property of others in the care, custody and control of the Tenant and any improvements and alterations made to the Premises by the Tenant, all of the foregoing at replacement cost, against loss or damage resulting from perils commonly insured against under a standard "all risks" policy of insurance, and shall: (i) contain a cross-liability endorsement or severability of interest clause in a commercially reasonable form; (ii) provide that an act or omission of one of the insureds or additional insureds thereunder which would void or otherwise reduce coverage, shall not void or reduce coverage as to the other insureds or additional insureds; and (iii) provide that the insurer thereunder waives any right of recovery by way of subrogation against the Landlord and the Landlord Indemnitees in connection with any loss, damage, or injury covered by such insurance policy.

12.03 The Tenant shall indemnify, defend and hold harmless the Landlord and the Landlord Indemnitees from and against all loss, cost or damage (including reasonable attorneys'

fees) sustained by the Landlord on account of: (i) damage to property or injury to persons resulting from any accident or other occurrence on or about the Premises; (ii) damage to property or injury to persons resulting from activities or omissions of the Tenant, or its agents or employees on or about the Premises or elsewhere; and (iii) the Tenant's failure to perform or fulfill any term, condition or agreement contained or referred to herein on the part of the Tenant to be performed or fulfilled. The Landlord shall not be responsible or liable to the Tenant for loss of business or other consequential loss or damage from any cause whatsoever.

12.04 As of the Commencement Date the Tenant shall provide the Landlord with an ACORD Form of Certificate and Evidence of Insurance naming the Landlord as additional insured and loss payee satisfactory to the Landlord for all insurance coverages.

13. Fire or Other Casualty; Cross Releases and Waiver of Subrogation; Tenant's Property.

13.01 The Tenant understands and acknowledges that the Real Estate and the Premises are located within a flood plain and may be subject to flooding. ~~The Tenant is required to obtain and maintain proper flood insurance for the Premises and all of the Tenant's personal property, assets, equipment, fixture, furniture, inventory, and the like.~~ The Landlord is not be responsible to the Tenant for any damage whatsoever caused to the Premises and/or that of the Tenant's personal property, assets, equipment, fixtures, furniture, inventory, and the like, including, without limitation, as a result of flooding.

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from

13.02 If the Real Estate, the Premises, or any part thereof is damaged by fire or other casualty, including, but not limited to, flooding, that is not caused by the Landlord, the Landlord shall forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if the Landlord so elects, then upon notice given to the Tenant not later than thirty (30) days after the casualty, the Landlord may terminate this Lease as of the date of the casualty and a proportionate part of the rent paid in advance shall be repaid to the Tenant. If the repair of the damage to the Premises is expected to require more than one hundred twenty (120) days from the date of the casualty and the Tenant shall be deprived of substantially all beneficial use of the Premises during that time, then upon notice given to the Landlord not later than thirty (30) days after the casualty, the Tenant may terminate this Lease as of the date of the casualty and a proportionate part of the rent paid in advance shall be repaid to the Tenant.

13.02 The parties hereby release each other from and against any claims for damage to any person or to the Premises and to the personal property, fixtures, improvements, inventory, and alterations of either the Landlord or the Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage.

13.03 The risk of loss of or damage to property of the Tenant or that of any persons in the care and custody of the Tenant on or about the Premises shall be borne solely by the Tenant and the Landlord shall not have any liability whatsoever for loss thereof or damage thereto.

13.04 In the event of a breach of this Lease, in addition to all other remedies of the Landlord hereunder, which causes an increase in premiums to any insurance carried by the Landlord, the Tenant shall pay to the Landlord, as additional rent, any and all such increases where such increases were caused in any way by the occupancy or use of the Tenant or the condition of the Premises.

14. Insurance Policies.

14.01 All insurance required under this Lease shall be issued by companies reasonably satisfactory to the Landlord. Each such policy shall contain a provision that no act or omission of the Tenant shall affect or limit the obligation of the insurer to pay on behalf of the Landlord the amount of the loss sustained by, or claim made against, the Landlord and, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled without at least twenty (20) days' prior written notice to the Landlord.

14.02 The Tenant shall maintain adequate workers' compensation insurance in statutory amounts at all times for all of the Tenant's employees working in the Premises. Upon the Landlord's request, the Tenant shall furnish a copy of such insurance with appropriate ACORD Form certificates thereof.

15. Force Majeure. In the event that the Landlord is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the Landlord, the Landlord shall not be liable to the Tenant therefor, nor except as may be expressly otherwise provided herein, shall the Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the Tenant that such failure constitutes actual or constructive eviction from the Premises or any part thereof.

16. Subordination. This Lease shall be subject and subordinate to any mortgage of the Real Estate and/or the Premises now of record or recorded after the date hereof. Such subordination is effective without any further act of the Tenant and the Tenant shall from time to time on request from the Landlord execute and deliver any instruments, that may be required by any lender to effect the subordination provided for herein. If the Tenant shall fail to execute and deliver any such instrument, the Tenant hereby irrevocably appoints the Landlord, with full power of substitution, as the Tenant's attorney-in-fact to execute and deliver any such instrument.

17. Assignments and Subleases. The Tenant shall not assign its interest in this Lease, or sublease, or subdivide, all or any part of the Premises, or allow any other person, firm or corporation to occupy or use all or any part of the Premises, without first obtaining the Landlord's written consent, which consent may be granted or withheld in the sole discretion of the Landlord. Any assignment, encumbrance or sublease without the Landlord's consent shall be voidable and, at the Landlord's election, constitute a material default under this Lease. No permitted assignment or subleasing shall in any way affect or reduce any of the obligations or

duties of the Tenant under this Lease nor affect or increase any of the obligations or duties of the Landlord.

18. Default and Remedies.

18.01 The Tenant shall be in default under this Lease upon the occurrence of any of the following events or conditions: (i) the Tenant's failure to pay rent, additional rent or make any other payments at the times and in the manner provided for herein, such failure having continued for a period of five (5) days (no notice of such nonpayment shall be required to be given by the Landlord to the Tenant); (ii) the Tenant's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, on the part of the Tenant to be performed or fulfilled, such failure having continued for a period of fourteen (14) days after notice thereof shall have been given by the Landlord to the Tenant; (iii) the Tenant's being adjudged bankrupt or insolvent, or voluntarily or involuntarily taking advantage of any of the provisions of the Bankruptcy Act, or making a general assignment for the benefit of creditors, or a permanent receiver being appointed for its property and estate or of any part thereof, or the leasehold interest hereby created being levied upon by execution or taken by process of law; (iv) the death or incapacity of the Tenant; (v) failure of or discontinuance of the business being conducted in the Premises by the Tenant; or (vi) the attachment of or levy upon the Tenant's interest in this Lease or the Premises.

18.02 In the event of default, it shall be lawful for the Landlord thereupon, or at any time thereafter, at the Landlord's option, with process of law, to exercise all rights and remedies available at law or in equity and to terminate this Lease and to enter upon the Premises and to expel the Tenant and those claiming under the Tenant, without being guilty of any manner of trespass, and thenceforth peacefully and quietly hold and enjoy the Premises as if this Lease had not been made; without prejudice, however, to any right to sue for and recover any rent and other sums then due under this Lease, or to any claim for damages or right of action or remedy for any preceding breach of any covenant, agreement or condition herein contained which the Landlord might otherwise have or use.

18.03 In case of entry and termination of this Lease as hereinabove provided, the Tenant shall pay to the Landlord as damages for the Tenant's breach of this Lease the amount by which the rent provided for the remainder of the term exceeds the fair rental value of the Premises for the remainder of the term.

18.04 In the event of default, alternatively, at the Landlord's option, the Landlord may enter upon the Premises as the agent of the Tenant, and if the Landlord desires, expel the Tenant and those claiming under the Tenant, without being guilty of any manner of trespass, and may rent the Premises as such agent, applying the net proceeds of such rentals on account of the rent and other sums due from the Tenant, holding the Tenant liable for any deficiency, and accounting to the Tenant for any surplus.

18.05 In the event of default, this Lease shall not, except at the option of the Landlord, continue for the benefit of any attaching creditor, assignee for the benefit of creditors, permanent receiver, or trustee in bankruptcy.

18.06 In the event of default, in addition to any other sums due to the Landlord hereunder, the Tenant shall pay for all of the Landlord's attorneys' fees and all other expenses incurred in connection with enforcing its rights hereunder.

19. **Other Rights and Responsibilities of Landlord.** The Landlord and its authorized representatives shall have the right to enter upon the Real Estate and the Premises at all reasonable times for any of the following purposes: (i) to determine whether the Premises are in good condition and whether the Tenant is complying with its obligations under this Lease; (ii) to give any notice required or permitted to be given to the Tenant hereunder; (iii) to show the Premises to prospective brokers, agents, buyers, or tenants; (iv) to do any necessary maintenance and to make any restoration or repairs to the Premises; or (v) for any other lawful purpose.

20. **Surrender; Holdover.**

20.01 At the expiration or sooner termination of this Lease, the Tenant shall peaceably surrender the Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage by fire or other casualty which has been insured against.

20.02 If the Tenant remains in possession of the Premises after the expiration of the term of this Lease and continues to pay rent without any express agreement as to holding over, the Landlord's acceptance of rent shall be deemed an acknowledgment of the Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the term hereof.

20.03. If the Tenant remains in possession of the Premises after the expiration of the term of this Lease, or any extended term hereof, whether as a month-to-month tenant pursuant to Paragraph 20.02 or otherwise, and the Landlord at any time declines to accept the rent at the rate specified herein, the Tenant's holding over thereafter shall be deemed to be as a tenant at sufferance. The Tenant shall nevertheless be subject to all of the terms and conditions of this Lease except as to the term hereof and except that the Tenant shall pay a monthly rent equal to twice the amount otherwise due hereunder and pay for all loss, cost or damage (including attorneys' fees) sustained by the Landlord on account of such holding over.

21. **Waivers.** The failure of the Landlord 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 Landlord herein contained, shall not be construed as a waiver for the future of such term, condition, agreement or option. The receipt by the Landlord of rent with or without knowledge of the breach of any term, condition, or agreement shall not be deemed to be a waiver of such breach. The receipt by the Landlord of rent after the giving of any notice required to be given to the Tenant by law or by the terms of this Lease shall not in any way affect the operation of such notice. The representations, covenants, warranties, and promises of the parties hereto contained herein shall be at all times construed as independent from one another and not mutually dependent.

22. **Notices.** No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is sent postage prepaid, by United States registered or certified mail, return receipt requested, to the other party at the respective addresses set forth on page 1 above, or to such other address as either party may designate by notice to the other party. A copy of all notices to be given hereunder to the Landlord shall be sent to Ursillo, Teitz & Ritch, Ltd., 2 Williams Street, Providence, Rhode Island 02903, Attention: Michael A. Ursillo, Esq.

23. **Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

24. **Successors and Assigns.** This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References herein to the parties shall be deemed to include their respective successors and permitted assigns.

25. **Entire Agreement.** This Lease contains all of the agreements of the parties hereto, hereby expressly supercedes any and all prior written or oral leases, agreements or understandings and may not be modified or amended except by written agreement. This Lease has been prepared by the combined effort of the parties hereto.

26. **No Brokers.** The Tenant and the Landlord warrant and represent, each to the other, that they have not dealt with any broker in connection with the consummation of this Lease or finding of the Premises. In the event of any brokerage claims against the Landlord predicated upon prior dealings with the Tenant named herein by any other broker, the Tenant shall defend the same and indemnify the Landlord and any Landlord Indemnitees against any such claim.

27. **Provisions Binding; Limitation on Landlord's Liability, Etc.** Except as otherwise expressly provided herein, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The obligations of the Landlord shall be binding only upon the assets of the Landlord which comprise the Premises. The Landlord shall not be personally liable and the Tenant shall look solely to the Landlord's interest in the Premises in pursuit of its remedies. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment as required by the provisions hereof.

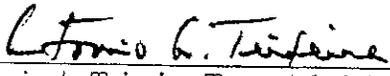
28. **Rules and Regulations.** The Tenant shall comply with all reasonable rules and regulations made by the Landlord for the care and use of the Real Estate, the Premises, and their facilities, services, and appurtenances. The Landlord shall not be liable to the Tenant for the failure of other tenants, if any, to conform to such rules and regulations.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this instrument or have caused this instrument to be executed by their duly authorized representative or officer as of the day and year first above written.

WITNESS:

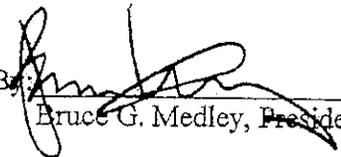


LANDLORD:
TOWN OF BRISTOL

By: 
Antonio A. Teixeira, Town Administrator

TENANT:
PRUDENCE FERRY, INC.



By: 
Bruce G. Medley, President

PARCEL II

A certain parcel of land situated on the westerly side of Thames Street, in the Town of Bristol, County of Bristol and State of Rhode Island, and laid out and described as follows:

Commencing at a stone bound on the westerly side of Thames Street twenty-four and 40/100 (24.40) feet northerly from the northwesterly corner of Thames and Church Streets; thence running westerly bounding southerly on land now or formerly of Prudence Island Navigation Company fifty (50) feet to a stone bound; thence turning an interior angle of 90 degrees and running northerly bounding westerly on said Prudence Island Navigation Company land fifty-four and 60/100 (54.60) feet to a stone bound; thence turning an interior angle of 89 degrees and 20' and running easterly bounding northerly on land now or formerly of Charles B. Rockwell fifty (50) feet to said Thames Street; thence turning an interior angle of 98 degrees 40' and running southerly bounding easterly on Thames Street fifty-four (54) feet to the point of beginning; and however otherwise described being a portion of Parcel No.2 (two) conveyed to United States Rubber Company by deed of National India Rubber Company dated February 1, 1917 and recorded in the Town Clerk's Office in said Town of Bristol in Book 79 at Page 1 and also shown on that plat entitled "Property of United States Rubber Company Bristol, R.I. W.W. Perry, C.E. June 1932", which plat is recorded in said Town Clerk's Office in Plat Book B at Page 38.

Subject to the right of certain pipes or pipe lines, intake and equipment from the pump house located on the above described premises on Thames Street to Bristol Harbor, for suction and drainage purposes; also the right to access over, upon and under the wharf, or other portions of the premises now or heretofore conveyed to Prudence Island Navigation Company, to repair, replace and otherwise maintain said pipes or pipe lines, intake and equipment, and to draw water from said Bristol Harbor.