

GOLF COURSE OPERATION AND MANAGEMENT AGREEMENT

This Golf Course Operation and Management Agreement ("Agreement") is entered into this 1st day of March, 2026, by and between the Town of Bristol, a municipal corporation organized and existing under the laws of the State of Rhode Island ("Town"), and McNeil Design Collaborative, Inc., a New Jersey corporation, d/b/a The Northeast Golf Company/NGC Golf Operations Management with a principal place of business at 118 Beauchamp Drive, Saunderstown, RI 02874 ("Operator").

RECITALS

The Town owns The Bristol Golf Course located at 96 Broadcommon Road, Bristol, Rhode Island, consisting of a nine-hole golf course ("Golf Course"), pumphouse, and other related infrastructure and improvements (collectively the "Golf Facility").

The Town desires to utilize the services and experience of the Operator in connection with the management of the Golf Facility and the Operator desires to render such services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions set forth hereinafter, and for other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS.

The following terms shall have the meaning ascribed to them in this Section 1, unless the context clearly indicates a contrary intent:

"Commencement Date" shall have the meaning ascribed to that term in Section 6.01 of this Agreement.

"Town" shall mean the Town of Bristol, Rhode Island.

"Equipment and Supplies" shall mean all equipment and supplies used or useful at the Golf Facility, to be purchased and/or provided by the Operator, including, without limitation, the Pro Shop Inventory, golf course maintenance vehicles and equipment, rental golf clubs and bags, greens flags, yardage markers, tee markers, flags, appliances and supplies, janitorial equipment and supplies, office supplies, and all equipment and supplies used in accordance with this Agreement.

"Event of Default" shall have the meaning ascribed to that term in Section 10 of this Agreement.

"Golf Course" shall mean The Bristol Golf Course, located at 96 Broadcommon Road, Bristol, Rhode Island, consisting of a nine-hole golf course.

“Golf Facility” shall mean the Golf Course, as defined above, pumphouse, which and other related improvements.

“Golf Facility Expenses” shall mean all costs and expenses incurred in the operation, management and maintenance of the Golf Facility, including, but not limited to: (a) all expenditures incurred by the Operator in the performance of its obligations under this Agreement; (b) the costs and expenses of re-ordering, restocking, maintaining, repairing and/or replacing Equipment and Supplies; and (c) all other expenses specifically identified as “Golf Facility Expenses” in this Agreement.

“Greens Fees” shall mean those charges to patrons set forth by the Operator hereinafter or as amended from time to time based on market conditions.

“Gross Revenue” shall mean all revenues generated from the operation of the Golf Facility and/or its various components, determined in accordance with generally accepted accounting principles consistently applied, including, without limitation, greens fees, rental fees, golf shop revenue, merchandise sales, and any other revenue relating to the Golf Facility.

“Improvements” shall mean all buildings, permanent structures and improvements now located or hereafter constructed on the land encompassing the Golf Facility (the “Site”) and all fixtures and equipment attached to, forming a part of and necessary or desirable for the operation of such buildings, structures as presently exist at the Golf Facility or hereafter may be added thereon during the Term.

“Legal Requirements” shall mean any and all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, official orders and requirements of, or conditions imposed by, all federal, state and local governmental or regulatory agencies and authorities, which are as of the date hereof or hereafter become applicable to the Golf Facility, including, without limitation, any of the foregoing relating in any way to hazardous materials or hazardous waste.

“Operator” shall mean McNeil Design Collaborative, Inc. d/b/a The Northeast Golf Company/NGC Golf Operations Management.

“Premises” shall mean the Town owned property located at 96 Broadcommon Road.

“Pro Shop Inventory” shall mean the merchandise usually sold at golf shops at private and public golf course facilities, including, without limitation, clubs, bags, balls, clothes, shoes, gloves, hats, tees, markers, towels and other golf apparel and accessories.

“Term” shall mean the period of time from March 1, 2026 to March 1, 2031 and such renewal periods as may be extended pursuant to Section 6 of this Agreement.

2. AGREEMENT. MANAGEMENT FEES. STANDARDS OF PERFORMANCE.

2.01 Agreement to Manage. The Town hereby appoints and retains the Operator, and the Operator accepts such appointment and retention, to act as consultant to the Town and as operator and manager of the Golf Facility during the Term of this Agreement with full power and authority to carry out, at the Operator's sole cost and expense, all responsibilities of the Operator under this Agreement, and otherwise upon the terms and subject to the conditions hereinafter set forth.

2.02 Standards of Performance. Relationship between Town and Operator. The Operator accepts the relationship of trust and confidence established between the Operator and the Town by the terms of this Agreement. The Operator covenants with the Town to furnish its best skill and judgment in performing its obligations hereunder, and shall at all times provide such consulting, operational and managerial services in a manner which maintains the good name and business reputation of the Town and the Golf Facility. The Operator shall perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interests of the Town and in such a manner so as to maximize all Gross Revenues and minimize all Golf Facility Expenses, both as set forth in this Agreement and otherwise in connection with operation and maintenance of the Golf Facility.

The Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. The Operator acknowledges that it is acquiring no rights whatsoever to the Golf Facility, or any portion thereof (including the Golf Course), except a nonexclusive and revocable license, during the Term, to enter upon the Golf Facility to carry out its obligations pursuant to this Agreement. In acknowledging that the Operator is acquiring no rights whatsoever to the Golf Facility, the Operator further agrees that it will not assert, in any legal action or otherwise, any right or interest in the Golf Facility, or any portion thereof. In no event shall the Operator make any alterations or improvements to any portion of the Golf Facility except as directed by the Town, in writing, or as expressly permitted under this Agreement.

3. DUTIES AND OBLIGATIONS OF THE TOWN.

3.01 Subject to the terms of this Agreement, the Town shall provide to the Operator possession and control of the Golf Facility and delegates to the Operator the right to use its discretion in the day-to-day operation, direction, management, maintenance and supervision of the Golf Facility.

3.02 It is expressly understood and agreed by the Parties that all costs associated with capital improvement projects initiated by the Operator are solely the Operator's responsibility and within the Town's control and discretion. The Town shall consider reasonable accommodations to assist with the successful implementation of a capital project at its discretion. Ownership of all capital improvements shall remain with the Town at all times during and after the Term of this Agreement.

3.03 The Town shall be responsible for the installation and maintenance of all signage, road crossing asphalt markings and any signage or markings that directly impact golfer and staff

crossings along Broadcommon Road. The Town shall be responsible for the installation and maintenance of all wayfinding signage along roadways adjacent and leading to Bristol Golf Park.

4. DUTIES AND OBLIGATIONS OF THE OPERATOR.

4.01 Operational Requirements. Operator shall operate and maintain the Golf Facility and all its amenities. Operator agrees that it will occupy the Premises for the purpose of operating and managing a public golf course, the sale and/or rental of golf-related merchandise and equipment at a golf professional's shop, furnishing of lessons by a golf professional, and, at the sole option of the Operator, the sale of food and beverages. In addition, the Operator shall be responsible for the following:

- (a) All maintenance equipment, inventory and supplies required for maintenance of the Golf Course to industry standards;
- (b) The Operator shall have the right during the Term of this Agreement, at its sole option, and where required subject to approval of the Town, and at its sole cost and expense to provide food and beverage services at the Golf Facility. The Operator shall be responsible for obtaining any and all required permits associated with same;
- (c) All equipment within the Clubhouse/Maintenance Building(s);
- (d) All maintenance, pro shop and food and beverage inventory; and
- (e) All such equipment and inventory is and shall remain the property of the Operator and may be removed by the Operator at the expiration or termination of this Agreement as provided for hereinafter.

4.02 Maintenance.

- (a) Operator shall be responsible for regular, ordinary and continuous maintenance of the Golf Facility, including all costs associated with major repairs to the existing irrigation system including, but not limited to head replacement to establish proper turf coverage, pipe repairs, pumpstation repairs. Operator shall be responsible for any and all costs associated with proposed system expansions.
- (b) Operator shall regularly and continuously maintain the Golf Course and all landscaped areas.

4.03 Utilities. Operator shall be responsible for charges for utilities at the Golf Facility, including, electric, gas, heating, cooling, telephone and cable, and shall keep all utility services active and current at all times during the Term of this Agreement. Town shall reasonably accommodate Operator to establish a permanent power connection and golf course lighting improvement.

4.04 Real Property and Personal Property Taxes.

- (a) Operator shall have no liability for any state, federal or municipal real property taxes and state, federal or municipal real property assessments with regard to the Golf Facility and premises.
- (b) Operator shall pay all taxes assessed or imposed on the equipment and inventory of the Operator or levied upon the business operations of the Operator conducted on the Premises.

4.05 Costs and Expenses. Operator shall be solely responsible for all Golf Facility Expenses, as defined in Section 1 of this Agreement.

5. OPERATING POLICIES. OPERATING AND GREEN FEES. GENERAL MANAGEMENT REQUIREMENTS.

5.01 Operating Policies. The Operator shall keep the Town advised of matters affecting the operation and maintenance of the Golf Facility through the Town Administrators Office.

5.02 Operating Fee. The Operator shall pay to the Town an annual operating fee as set forth below and shall work with the Bristol Parks and Recreation Department to deliver programs for children, youth, and seniors.

2026 Year 1 \$500

2027 Year 2 \$500

2028 Year 3 \$500

~~And, if an extension is agreed to.~~

2029 Year ⁴ \$500

2030 Year ⁵ \$500

~~2031 Year 3 \$500~~

(THRU 3/1/31) PM

5.06 Golf Course Management System Operator shall bear the cost of a golf course management system providing point of sale, data generation, marketing and credit card capabilities.

5.08 Human Resources. Operator shall be the employer of all employees at the Golf Facility, and shall be solely responsible for all human resource issues, including, but not limited

to, wages, benefits, paid time off, payroll taxes, tax withholding, worker's compensation, hiring and firing, compliance with applicable federal occupational, health, and safety laws and regulations, and all other matters.

Operator shall be responsible for any employment-related liability, fine, penalty or award (including the cost of defense and attorney fees) with respect to claims, demands, arbitration or litigation brought by an employee or employees of Operator at the Golf Facility resulting from violations by Operator's corporate office and/or Golf Facility supervisory staff of federal, state or local laws, ordinances or regulations governing the employment or working conditions of the employees at the Golf Facility ("Damages"). Operator shall not be entitled to any reimbursement by the Town for such Damages.

In the performance of this Agreement, Operator shall not discriminate against any employee or guest of the Golf Facility because of race, color, religion, ancestry, gender, national origin, sexual orientation, physical or mental disability or age. Operator will take affirmative measures to ensure that employees and guests are treated without regard to their race, color, religion, ancestry, gender, national origin, sexual orientation, physical or mental disability or age.

Affirmative measures relating to employment shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; and rates of pay or other forms of compensation.

5.09 Marketing. Operator shall be responsible for the development of all marketing materials, including brochures, promotional fliers, scorecards, etc., and shall be responsible for all advertising and marketing, including, but not limited to, website, internet and/or e-mail marketing efforts. The Parties agree that the Operator may utilize the name of the Golf Course (Bristol Golf Park), the name of the Town, photographs of the Golf Course and Golf Course Facility, and reference to this Agreement in the advertising, promotional materials and marketing programs of the Operator, and that the Town may use Operator's marketing/advertising materials on the Town's website, social media, billboards, publications and in other promotional materials.

5.10 Legal Compliance. At all times during the Term of this Agreement, Operator shall do the following:

- (a) Comply with all, applicable local, state and federal laws and regulations, and all other Legal Requirements;
- (b) Maintain in full force and effect all applicable permits, licenses, franchises, authorizations, approvals, consents and variances, pursuant to local, state and/or federal laws or regulations;
- (c) Immediately advise the Town of any discovery by Operator of any hazardous waste in, on or about the Golf Facility; jointly determine with the Town the actions which should be taken to ensure that the presence of such hazardous waste in, on or about the Golf Facility will not constitute a violation of any Legal Requirement; and upon approval by the Town of any action recommended by Operator promptly

take, or cause to be taken, such actions or, in the alternative, allow the Town to enter the premises in order to take such actions it deems necessary to abate or mitigate the condition;

- (d) Comply with all federal, state and local laws and regulations pertaining to the storage, use and disposal of hazardous or toxic wastes, substances, or materials as defined by applicable law; and
- (e) Immediately advise the Town of any discovery by Operator of any condition or event which may have a material adverse impact upon the Golf Facility or its operations.

5.11 Equipment and Supplies. Operator shall arrange for and procure, at its sole cost and expense, all Equipment and Supplies and other goods and services that Operator deems necessary for the normal and ordinary course of operation of the Golf Facility and to operate the Golf Facility in accordance with this Agreement. For any other procurements or expense, Town purchasing rules must be followed.

5.13 Restricted Activities of Operator. Without the prior written consent of the Town, which consent may be granted or withheld in the Town's sole discretion, Operator shall not do, or cause or permit to be done, any of the following throughout the Term:

- (a) Borrow or lend money in the name of the Golf Facility or the Town;
- (b) Enter into any lease, license, management or other agreement or contract relating, directly or indirectly, to occupancy or operation of the Golf Facility, other than license/rental agreements, food and beverage agreements, food truck agreements, pop up retail services and other services ancillary to golf course operations;
- (c) Make, execute or deliver in the name of the Town, or with respect to any of the assets of the Town or the Golf Facility, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.
- (d) In the name of or on behalf of the Town, endorse any note, or become a surety, guarantor, or accommodation party to any obligation;
- (e) Commence or maintain in the name of or on behalf of the Town any action or proceeding, whether judicial, administrative or otherwise; or
- (f) Use any trade names, trademarks, logos, emblems or similar identifying marks of the Town.

6. TERM.

6.01 Term. The Term of this Agreement shall be for three (3) years and shall commence on March 1, 2026 (the "Commencement Date"). Subject to such earlier termination

as set forth in Section 6.02, the Term of this Agreement shall terminate on March 1, 2028. This Agreement may be extended for additional (3) year Terms pursuant to Section 6.03 herein and subject to annual negotiation and approval by the Operator and Golf Commission.

6.02 Termination.

- (a) The Parties may mutually agree to terminate the Agreement at the end of each calendar year. If the Parties mutually agree to a termination, the Parties shall mutually release each other from the obligations and liability under this Agreement.
- (b) The Operator or the Town may elect to terminate this Agreement at the end of each calendar year, provided written notice of at least ninety (90) days is served to the other party at early termination and further provided that such notice includes a specific explanation as to the basis for such termination. The other party shall have the opportunity to address and/or cure said issue(s) within the ninety (90) day period. At early termination, the Parties shall mutually release each other from the obligations and liabilities under this Agreement.
- (c) The Town may terminate this Agreement immediately and without additional notice and without any additional compensation owing to Operator hereunder in the event that (i) Operator has committed an Event of Default which has not been cured in accordance with the terms of Section 10.01 herein, (ii) Operator engages in conduct which materially impacts adversely the reputation of the Golf Facility after written notice from the Town specifying in detail the conduct of Operator in that regard, and an opportunity to cure as specified in said notice, or (iii) Operator files a petition of any type in bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership.
- (d) The Town may terminate this Agreement on thirty (30) days' prior written notice thereof to the Operator, without penalty and for the Town's convenience. In the event of such termination for convenience, the Operator shall be paid, pursuant to the Agreement, for work completed as of the effective date of the termination. Operator shall not be entitled to any other compensation and expressly waives any claim for consequential, special, incidental or any other type of damages.

6.03 Renewal.

- (a) At the conclusion of the three-year Term, the Operator shall have the option to renew the contract for an additional three (3) year term.

6.04 Transition to New Management Company or Operator. Subsequent to Operator receiving written notification of the termination or expiration of this Agreement pursuant to this Section, Operator shall cooperate reasonably with the Town in the transition of management responsibility to a new management company or operator. In connection therewith, Operator agrees to provide all requested documents and information in its possession relating to the Golf

Facility (other than Operator's proprietary information), and shall provide reasonable training, assistance, and direction to the new management company or operator, and shall, in good faith, endeavor to facilitate a smooth, seamless and efficient transition of management responsibility. Operator's failure to comply with this Section 6.04 shall be a material default of this Agreement.

7. INSURANCE.

7.01 Operator Insurance Requirements. Operator shall maintain insurance from companies licensed to write business in Rhode Island of the kinds and minimum amounts specified below as per RFP #999

Operator will meet the specified requirements for insurance and agrees to provide the Town with a certificate of insurance which names the Town of Bristol as an Additional Insured for the work specified. Insurance required:

- Workman's Compensation in compliance with statutory limits
- Comprehensive General Liability Insurance of at least \$1,000,000.
- Security Bond in the amount of \$250,000.

7.02 Town Insurance Requirements.

- (a) The Town shall maintain, at the Town's sole cost and expense, a standard policy or policies of casualty and extended coverage insurance on the Premises, including the Pumphouse Building(s), power station, roadways for full replacement cost.
- (b) In the event that any structure located on the Premises shall be destroyed or so damaged by fire or other casualty as to require repair or rebuilding, the Operator, by written notice to the Town, may elect to rescind this Agreement without any further costs or obligations to the Operator.

7.03. The Town agrees to waive any requirement of flood insurance coverage on Fairways and Greens coverage, and hold Operator harmless for any damage due to same.

8. DAMAGE OR DESTRUCTION. EMINENT DOMAIN. FORCE MAJEURE EVENTS. FRUSTRATION OF PURPOSE.

8.01 Damage or Destruction. Should the Golf Facility be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, the Town, by written notice to Operator given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement on the basis that the Town does not choose to rebuild or restore the Golf Facility, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events

occurring, prior to the effective date of such termination. If this Agreement is not terminated in the event of damage to the Golf Facility, either because the damage does not amount to substantial damage as described above, or notwithstanding destruction of or substantial damage to the Golf Facility, the Town elects to restore the Golf Facility, then the Town shall proceed, at the Town's own expense, with all due diligence to commence and complete restoration of the Golf Facility to its condition and character just prior to the occurrence of such casualty, unless the damage or destruction is occasioned by the negligence or willful misconduct of the Operator, in which case restoration shall be at the Operator's expense.

8.02 Eminent Domain. If all of the Golf Facility, or such a substantial portion of the Golf Facility so to make it unfeasible, in the reasonable opinion of the Town, to restore and continue to operate the remaining portion of the Golf Facility for the purposes contemplated in this Agreement, shall be taken through the exercise, or by agreement in lieu of the exercise, of the power of eminent domain, then upon the date that the Town shall be required to surrender possession of the Golf Facility or of that substantial portion of the Golf Facility, this Agreement shall terminate and all base operating fees already made for that operating year shall be apportioned as of the date of the taking and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Golf Facility shall not make it unfeasible, in the reasonable opinion of the Town, to restore and continue to operate the remaining portion of the Golf Facility for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and the Town shall proceed, at the Town's own expense, with all due diligence to alter or modify the Golf Facility so as to render it a complete architectural unit which can be operated as a golf course of substantially the same type and character as before.

8.03 Force Majeure Events; Frustration of Purpose. At any time during the Term of this Agreement, if the governing body of any political subdivision having competent jurisdiction over the Golf Facility should enact any valid zoning ordinance, law or regulation which prohibits the use of any portion of the Golf Facility for the purposes as provided in this Agreement, or if an event of *force majeure* occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, earthquakes, pandemic or other acts of God, which substantially prevents Operator's fulfillment of its obligations as provided for in this Agreement for a consecutive period of fifteen (15) or more days, it is agreed that Operator may elect, within one hundred twenty (120) days after the effective date of such ordinance, law, regulation or the occurrence of the event of *force majeure*, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender will act to release and discharge Operator from any further obligation under this Agreement except for claims which relate to acts or omissions that occurred prior to such cancellation and the base operating fees already paid for the calendar year during which such cancellation and surrender occurs shall be pro-rated and Operator shall pay to Town within sixty (60) days of such cancellation a pro-rated percentage operating fee. The parties may negotiate a revision of the Operating Fee representative of expenses incurred and revenue lost due to Operator's inability to conduct normal business activities through no fault of its own as outlined in this Agreement.

9. INDEMNIFICATION.

9.01 Operator agrees to and shall indemnify and hold harmless the Town and its officials, officers, employees, agents and volunteers from and against any and all claims, demands, actions, lawsuits, proceedings, damages liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses which result from any act or omission arising from or relating to Operator's operation and/or management of the Golf Facility pursuant to this Agreement, or which result from any action taken by Operator relating to the Golf Facility that is expressly prohibited by this Agreement, or which result from Operator's breach of any covenant or obligation contained in this Agreement, or caused by negligent or willful misconduct of the Operator, or its employees, assigns or subcontractors.

9.02 Town agrees to and shall indemnify and hold harmless the Operator and its officials, officers, employees, agents and volunteers from and against any and all claims, demands, actions, lawsuits, proceedings, damages liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses which result from any action taken by Town relating to the Golf Facility that is expressly prohibited by this Agreement, or which result from Town's breach of any covenant or obligation contained in this Agreement, or caused by negligent or willful misconduct of the Town, or its employees, assigns or subcontractors.

10. DEFAULT. REMEDIES.

10.01 Events of Default. The occurrence of any one or more of the following events which is not cured in the time permitted shall constitute a default under this Agreement ("Event of Default"):

- (a) Operator's failure to pay any sums payable under this Agreement, including, without limitation, any Golf Facility Expense, when due.
- (b) Either Party's failure to comply with any of the material covenants, agreements, terms, or conditions of this Agreement where such failure shall continue for a period of thirty (30) days after written notice to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be reasonably necessary for the defaulting party to cure the failure.

10.02 Remedies.

- (a) If any of the conditions identified in Section 10.01 above should occur and the Party in default does not cure the default, the non-defaulting party may elect to terminate this Agreement immediately.
- (b) If either party at any time by reason of the other party's default pays any sum or

does any act that requires payment of any sum, the sum paid by the non-defaulting party will be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear per annum interest at the prime rate until the non-defaulting party is reimbursed by the defaulting party.

11. REPRESENTATIONS AND WARRANTIES.

11.01 Operator's Representations. As a material inducement to the Town to enter into this Agreement, the Operator represents and warrants the following:

- (a) Operator is a New Jersey corporation, duly organized, validly existing and in good standing under the laws of the State of New Jersey; that it is duly qualified to do business and is in good standing in the State of Rhode Island; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Operator of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Operator is a party or by which Operator is bound.
- (b) All actions required to be taken by or on behalf of Operator to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Operator enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (c) The person(s) executing this Agreement on behalf of Operator have full power and authority to bind Operator to the terms hereof.

11.02 Town's Representations. As a material inducement to Operator to enter into this Agreement, the Town represents and warrants the following:

- (a) The Town is a municipal corporation organized and existing under the laws of the State of Rhode Island; that it is duly qualified to do business and is in good standing in the State of Rhode Island; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the Town of Town's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the Town is a party or by which the Town is bound.
- (b) All actions required to be taken by or on behalf of the Town to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of the Town enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable

principles relating to or limiting the rights of contracting parties generally.

- (c) The persons executing this Agreement on behalf of the Town have full power and authority to bind the Town to the terms hereof.

12. TRANSFERS AND ASSIGNMENTS.

12.01 Limitation on Operator. Operator shall not sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of, or agree to do any of the foregoing, all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto, except for Operator's rights to receive payments hereunder, without the prior written consent of the Town.

12.02 Limitation on Town. The Town may assign or transfer this Agreement to a governmental or other public agency related to the Town. The Town may also assign and transfer its rights under this Agreement to a purchaser or new owner of the Golf Facility that assumes the obligations of the Town hereunder. Otherwise, the Town may not assign or transfer its rights hereunder.

12.03 Successors and Assigns. This Agreement is personal to the Town and Operator and except as otherwise provided herein, Operator shall have no right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of law, without the prior written approval of the Town. Except as otherwise provided herein, Operator shall not have any right, power or authority to subcontract its services, or any portion thereof, without the prior written approval of the Town. Any approval by the Town of any subcontract of Operator's services or any part thereof shall not be construed to make the Town a party to such subcontract or to expose the Town to any claims or liabilities arising thereunder. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

13. MISCELLANEOUS.

13.01 Waiver.

- (a) The waiver by either the Town or Operator of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by Town or Operator, unless such waiver is in writing signed by the party against whom such waiver is asserted.
- (b) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of

such term, provisions, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

13.02 Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the Town and Operator, oral or written, relating to the subject matter of this Agreement. The Town has made no representations or promises not expressly contained herein. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon the Town and Operator unless reduced to writing and signed by them.

13.03 Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion, and in any event within any time limits established elsewhere in this Agreement, and shall be in writing and delivered (1) by personal delivery; (2) by deposit with the United States Postal Service (USPS) as certified or registered mail, return receipt requested, postage prepaid to the address stated below; or (3) by deposit with an overnight express delivery service. Notice by USPS shall be deemed effective three (3) business days after deposit with the USPS. Notice by overnight express delivery services shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request and reply, the address of the Town shall be:
Town Administrators Office
Bristol Town Hall
10 Court Street
Bristol, RI 02809

For purposes of notice, demand, request and reply, the address of the Operator shall be:
McNeil Design Collaborative, Inc. d/b/a The Northeast Golf Company/NGC Golf
Operations Management
118 Beauchamp Drive
Saunderstown, RI 02874

Each party shall have the right to designate a different address within the United States of America by giving of notice in conformity with this Section.

13.04 Applicable Law. This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Rhode Island.

13.05 Dispute Resolution and Venue. If a dispute arises between the Parties hereto, the Parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the Parties with decision-making authority regarding the

dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen (14) calendar days of a Party's written request for such a meeting. The meeting shall either occur virtually or within the State of Rhode Island; (b) Mediation. If the Parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The Parties shall jointly appoint a mutually acceptable mediator; if they are unable to agree upon a mediator within fourteen (14) days of a demand for mediation by either party, then the mediation shall be administered by the American Arbitration Association in accordance with the Construction Industry Rules. The mediation shall either occur virtually or within the State of Rhode Island; and (c) Litigation. If the Parties fail to resolve their dispute through mediation or are unable to convene mediation within sixty (60) days of first attempting to do so, then either party may file suit in Rhode Island Superior Court.

13.06 Cumulative Rights. The rights and remedies conferred upon both the Town and Operator in this Agreement and by law are cumulative.

13.07 Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

13.08 Further Assurances. Operator and the Town each agree to execute and deliver from time to time, promptly following any reasonable request therefore by the other party, any and all instruments, agreements and documents, and promptly shall take such other actions as may be necessary or appropriate in the reasonable determination of the other party, to carry out the transaction described in this Agreement.

13.09 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

13.10 Modification of Agreement. This Agreement may not be modified, amended or otherwise changed in any manner except by written amendment executed by all Parties or their respective successors and assigns.

13.11 Entire Agreement. This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Town and the Operator with respect to the management of the Golf Course by the Operator.

13.12 Approval and Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, said approval or consent shall be reasonably given or denied and given in a reasonably prompt manner.

13.13 Further Instruments. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this

