

LEASE EXTENSION AGREEMENT – 2020

This Extension Agreement made and entered into on this _____ day of _____ 2020, by and between Matunuck Beach Properties, Inc. (hereinafter referred to as the "Landlord"), and

(hereinafter collectively referred to as the "Tenant"), Cottage Number _____.

1. Tenant and Landlord have executed a Seasonal Lease Agreement (the "Lease"), a ground lease pursuant to which Tenant is allowed to keep its cottage on Landlord's real estate for the period running from May 1, 2020 through April 30, 2021.

2. The Lease defines the period during which the Tenant may occupy its cottage as commencing on May 1, 2020 and terminating on October 15, 2020 (the "Term of Occupancy").

3. Due to the unique challenges presented by the Covid-19 pandemic during the current Term of Occupancy, as an accommodation, Landlord has offered, and Tenant has agreed to accept an extension of the Term of Occupancy.

4. Landlord and Tenant have agreed to extend the Term of Occupancy to allow Tenant to occupy its cottage up to November 5, 2020. (the Modified Term).

5. Tenant acknowledges that some services normally provided during prior seasons have been restricted or prohibited during the term of the Lease, and those restrictions will remain in place during the Modified Term.

Tenant acknowledges that no lifeguards will be available after September 7, 2020 and that the business office will close September 6th, 2020.

With the exception of limitations listed in the foregoing paragraph, as an accommodation, the restricted services currently being provided will be extended through the end of the Modified Term, instead of terminating as they normally due at the end of the Term of Occupancy.

6. Tenant shall maintain insurance covering both the Term of Occupancy and the Modified Term in accordance with the terms of Paragraph 5 of the Lease.

7. Tenant acknowledges that is has read, reviewed and executed the Lease and Rules and Regulations attached to the Lease. Except as modified by the terms hereof, all of the provisions of the Lease and the Rules and Regulations attached thereto shall apply during the Modified Term. In the event of a conflict between the Lease and this Modification Agreement, the terms of the Lease shall control.

8. Tenant acknowledges and agrees that due to the ongoing pandemic, and for any other reason as specified in Paragraph 9 of the Lease, Landlord may restrict access to the premises, and Tenant agrees to vacate its cottage in the event Landlord must do so. If a hurricane threatens, the ramps, benches and bathroom trailer may be taken in, and will not be returned for the remainder of the Modified Term.

9. In the event Tenant should occupy its cottage for any days other than those specified herein or in the Lease, such occupancy will be considered a violation of Paragraph 1 of the Lease and will result in the imposition of the fine(s) outlined in the Lease and may result in the termination or non-renewal of Tenant's lease for the following year.

10. COVID-19 is a highly infectious and transmittable virus, and the nature of our facility makes it impossible to guarantee our resident's safety from the virus. By entering the RCB property Tenant and visitors to your cottage are assuming the risk that you may be exposed to COVID-19, and the risk of transmitting the virus to those you come in contact with.

11. In accordance with the ordinances of the Town of South Kingstown, all owners of the cottage must execute this Lease Extension Agreement.

EXECUTED AND DELIVERED on the date first set forth above.

LANDLORD:

Matunuck Beach Properties, Inc.

TENANT(S):
