

I-195 REDEVELOPMENT DISTRICT

RESOLUTION REGARDING SALE OF DISTRICT PARCELS 8 and 8A

October 19, 2022

WHEREAS: The I-195 Redevelopment District (the “District”) was created and exists as a public corporation, governmental agency and public instrumentality of the State of Rhode Island under Chapter 64.14 of Title 42 of the General Laws of Rhode Island, as amended (the “Act”); and

WHEREAS: The Act authorizes the District, acting through its Commission (the “Commission”), to enter into agreements for the sale of properties owned by the District for any consideration and upon such terms and conditions as the Commission shall determine; and

WHEREAS: Pursuant to Resolution dated September 21, 2022, the Commission has selected a joint venture between D&P Real Estate and Truth Box Inc. (the “Developer”) to develop on District Parcels 8 and 8A a mixed-use project, to include approximately 95 residential units, an approximately 55,000 square foot office building, a garage containing approximately 180 parking spaces and ground floor retail and amenity space (the “Project”); and

WHEREAS: The Commission has entered into a non-binding Letter of Intent with the Developer dated October 19, 2022 (the “Letter of Intent”) outlining the terms and conditions under which the District would negotiate a purchase agreement with the Developer with respect to the Project; and

WHEREAS: The Chairperson and Executive Director have briefed the Commissioners in Executive Session this date regarding the Letter of Intent and have requested that they be authorized to negotiate and execute a purchase agreement with the Developer as provided herein.

NOW, THEREFORE, acting by and through its Commissioners, the District hereby resolves as follows:

RESOLVED:

1. That the District be, and it hereby is, authorized to enter into a Purchase and Sale Agreement with the Developer with respect to the Project (the “Purchase Agreement”) on the terms contained in the “Summary of Terms of Purchase Agreement for Parcels 8 and 8A” attached hereto as Exhibit A and otherwise consistent with the terms of the Letter of Intent.
2. That each of the Chairperson and Executive Director, acting singly, be and hereby is, authorized to execute the Purchase Agreement on behalf of the District subject to such modifications as he or she in his or her discretion deems necessary and appropriate.

Exhibit A

I-195 REDEVELOPMENT DISTRICT

October 19, 2022

Summary of Terms of Purchase Agreement for Parcels 8 and 8A

1.	<u>Purchaser:</u>	A to-be-formed Rhode Island limited liability company organized/controlled by Peter Gill Case and Jordan Durham.
2.	<u>Property:</u>	Parcels 8 and 8A (approximately 37,743 square feet)
3.	<u>Project:</u>	a) approximately 95 residential units; b) approximately 55,000 square foot office building; c) garage with approximately 180 parking spaces; and d) ground floor retail and amenity space.
4.	<u>Contract Purchase Price:</u>	\$3,000,000
5.	<u>Deposits, Third Party Expense and Application Fee:</u>	a) \$150,000 deposit upon execution of Purchase Agreement; b) Additional \$300,000 deposit at end of Due Diligence Period; c) \$50,000 Third Party Expense Deposit; d) Non-refundable application fee payable upon Final Design Approval based upon project cost.
6.	<u>Due Diligence Period:</u>	60 days from execution of the Purchase Agreement.
7.	<u>Permitting Period:</u>	180 days from the end of the Due Diligence Period.
8.	<u>Closing Date:</u>	30 days after expiration of the Permitting Period.
9.	<u>Default:</u>	a) If Purchaser defaults, Seller to retain deposits as liquidated damages; b) If Seller defaults, Purchaser will have all remedies available, including suit for damages and specific performance.
10.	<u>Broker:</u>	None

11.	<u>Project Milestones:</u>	<p>Purchaser shall meet the following milestones:</p> <ul style="list-style-type: none"> i) Commence construction by October 1, 2023; ii) Commence vertical construction within 5 months of construction commencement; and iii) Complete construction of each phase within 30 months of closing. <p>Financial penalties shall be secured by a \$500,000 joint and several guaranty of the principals, Messrs. Case and Durham.</p>
12.	<u>Purchaser Conditions</u>	<p>Seller to have satisfied its obligations under the Agreement.</p>
12.	<u>Seller Conditions:</u>	<p>Purchaser intends to create a two-unit land condominium immediately after acquiring the Property, to sell one of the units to Bank Rhode Island (“BRI”) and to develop for BRI an approximately 55,000 square foot office building on that land.</p> <p>Seller’s obligation to close the sale will be subject to satisfaction of each of the following conditions:</p> <ul style="list-style-type: none"> a) (i) Purchaser has entered into a binding agreement/s with Bank Rhode Island (“BRI”), reasonably acceptable to Seller, to sell on condominium unit to BRI and to develop for BRI thereon an approximately 55,000 square foot office building and has provided a copy(s) of such agreement(s) to Seller and (ii) Purchaser has received a binding commitment from a financial institution reasonably acceptable to Seller to provide debt financing for the project and has provided a copy of such commitment to Seller; c) Purchaser has demonstrated to Seller’s reasonable satisfaction that it has access to sufficient equity to satisfy the requirements of the debt financing commitment; d) Purchaser has executed a construction contract with an order to proceed promptly upon closing of purchase and has provided a copy to Seller; and e) Purchaser has met the conditions of the “Resolution Regarding District Parcels 8 and 8A” adopted at the September 21, 2022 meeting of the Commission. <p>If BRI agreements are terminated for any reason, then Purchaser may satisfy condition a) above by:</p> <ul style="list-style-type: none"> 1) Entering into a binding lease agreement with a commercial tenant reasonably acceptable to Seller for the approximately 55,000 square foot office building and providing a copy of such agreement(s) to Seller; and

		2) Closing its debt financing for the Project not later than the date of the Closing.
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