I-195 REDEVELOPMENT DISTRICT

RESOLUTION REGARDING SALE OF DISTRICT PARCEL 41

July 15, 2026

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 June 4, 2025 (the "Resolution"), the Commission agreed to (a) cooperate with the Providence Housing Authority ("PHA") to select a developer to construct new mixed income housing on a parcel to be created by combining District Parcel 41 and adjacent land owned by PHA and (b) enter into a Letter of Intent with the selected developer to sell Parcel 41 on terms set forth in the Resolution; and

WHEREAS: PHA, in consultation with the District, has selected Preservation of Affordable Housing, Inc., an experienced developer of affordable and mixed-income housing (the "Developer") to both renovate PHA's adjacent Dexter Manor property and to develop on District Parcel 41 and adjacent land of PHA a mixed-income residential building to contain not less than fifty (50) units (the "Project"); and

WHEREAS: Pursuant to the Resolution, the District and the Developer have entered into a Letter of Intent dated July 8, 2026 (the "Letter of Intent") with respect to the Project; and

WHEREAS: The Chairperson and Executive Director have briefed the Commissioners in Executive Session this date regarding negotiations with the Developer 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 Parcel 41" 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

July 15, 2026

Summary of Terms of Purchase Agreement for Parcel 41

1.	**Purchaser/Developer:**	Preservation of Affordable Housing, Inc.
2.	**Property:**	Parcel 41 and a to be determined portion of adjacent land (the "PHA Parcel") owned by the Providence Housing Authority ("PHA"). The Property and the PHA Parcel will be combined to create a new parcel (the "Development Parcel") on which the Project will be developed. At closing the Property will be conveyed to PHA which will combine the PHA Parcel and the Property to create the Development Parcel. PHA will then ground lease the Development Parcel to Developer for a term of not less than sixty-five (65) years (the "Ground Lease").
3.	**Project:**	A mixed income building to contain not fewer than fifty (50) residential units, subject to availability of resources and financial feasibility.
4.	**Contract Purchase Price:**	$250,000.00
5.	**Deposits, Third Party Expense and Application Fee:**	a) $25,000 deposit upon execution of Purchase Agreement (refundable to Developer if Developer elects to terminate during due diligence); b) $50,000 Third Party Expense Deposit; d) Non-refundable application fee payable upon Final Design Approval based upon project cost.
6.	**Due Diligence Period:**	180 days from execution of the Purchase Agreement.
7.	**Tax Credit Award:**	Developer will have a period of two (2) years from the end of the Due Diligence Period to receive an allocation or award of low-income housing tax credits for the Project in an amount acceptable to Developer.
8.	**Permitting Period:**	A period ending eight (8) months after receipt of the Tax Credit Award, not to exceed thirty-two (32) months from the end of the Due Diligence Period.
9.	**Closing Date:**	Eight (8) months after receiving the Tax Credit Award but not later than the end of the Permitting Period. Developer may

		extend the closing for two (2) periods of two (2) months each provided Developer satisfies Seller that it is diligently proceeding to close.
10.	**<u>Default</u>:**	a) If Purchaser defaults, Seller to retain all deposits and other payments as liquidated damages and sole remedy; b) If Seller defaults, Purchaser may either (i) terminate the Agreement and receive return of all deposits and other payments or (ii) sue for specific performance.
11.	**<u>Broker</u>:**	None
12.	**<u>Project Milestones</u>:**	At closing Purchaser will enter into a Development Agreement which shall require the Purchaser to meet the following project milestones (subject to *force majeure*): i) Commence construction within thirty (30) days of closing; ii) Vertical construction to commence within six (6) months of commencement of construction; and iii) Complete construction and obtain certificate of occupancy (temporary or permanent) within twenty-four (24) months of closing. Financial penalties for failure to comply with milestone dates ($10,000 per month for the first three months/$25,000 per month thereafter) shall be secured by a guaranty from a credit-worthy individual or entity.
13.	**<u>Purchaser Conditions</u>:**	Seller to have satisfied its obligations under the Agreement.
14.	**<u>Seller Conditions</u>:**	Seller's obligation to close the sale will be subject to satisfaction of each of the following conditions: a) Purchaser has demonstrated to Seller's reasonable satisfaction that it has closed on all financing, debt and equity, required to complete the Project; b) Purchaser has executed a construction contract with an order to proceed promptly upon closing of Purchaser's financing and has provided a copy of such contract to Seller; and c) Subject to acquisition of the Property by PHA, Developer and PHA shall immediately thereafter enter into the Ground Lease.

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