

I-195 REDEVELOPMENT DISTRICT

RESOLUTION REGARDING DISTRICT PARCEL 6

July 24, 2019

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 and Providence Plantations under Chapter 64.14 of Title 42 of the General Laws of Rhode Island (the “Act”); and

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

WHEREAS: The Commission has received a proposal from Truth Box, Inc. and D&P Real Estate (the “Developers”) to develop a project consisting of up to 62 but not less than 49 residential units, a 13,100 square foot grocery store, 9,900 square feet of commercial/retail space and 162 parking spaces on District Parcel 6 (the “Project”); and

WHEREAS: The Commission has entered into a non-binding Letter of Intent with the Developers dated June 5, 2019 (the “Letter of Intent”) outlining the terms and conditions under which the District would negotiate a purchase and sale agreement with the Developers, or their nominee, with respect to the Project; and

WHEREAS: The Chairperson and Acting Executive Director have completed their negotiation of a purchase and sale agreement with the Developers and have briefed the Commissioners in Executive Session on this date as to those negotiations which are substantially in accordance with the terms and provisions of the Letter of Intent.

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 Developers with respect to the Project (the “Purchase Agreement”) on the terms contained in the “Summary of Terms of Purchase and Sale Agreement for Parcel” attached hereto as Exhibit A.
2. That each of the Chairperson and Acting 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 24, 2019

Summary of Terms of Purchase and Sale Agreement for Parcel 6

1.	<u>Purchaser:</u>	Link Street LLC, a Rhode Island limited liability company formed by Peter Case (Truth Box) and Jordan Durham (D+P Real Estate).
2.	<u>Property:</u>	Parcel 6 (approximately 64,668 sf).
3.	<u>Project:</u>	a) Approx. 13,100 sf grocery store; b) Up to 62 but not fewer than 49 residential units (approx.. 41,200 sf), 50% moderate income and workforce housing (80% - 120% AMI); c) Approx. 9,900 sf commercial space; and d) Approx. 162 parking spaces.
4.	<u>Purchase Price:</u>	\$1,000,000.
5.	<u>Deposits, Third Party Expense and Application Fee:</u>	a) \$50,000 upon execution of Purchase Agreement; b) \$100,000 at end of Due Diligence Period; c) \$25,000 Third Party Expense Deposit; and d) \$25,000 non-refundable application fee payable upon Level II approval.
6.	<u>Due Diligence Period:</u>	60 days from execution of the Purchase Agreement.
7.	<u>Permitting Period:</u>	180 days from the execution of the Purchase Agreement.
8.	<u>Closing Date:</u>	60 days after expiration of the Permitting Period (subject to extension as provided in Section 13 below).
9.	<u>Default:</u>	Upon default by either party, the non-defaulting party will have all remedies available, including suits for damages and specific performance.
10.	<u>Broker:</u>	None
11.	<u>Project Milestones:</u>	a) Purchaser shall meet the following milestones: i) Execute Letter of Intent with grocery tenant by December 31, 2019;

		<ul style="list-style-type: none"> ii) Commence construction by April 1, 2020; iii) Commence vertical construction by September 1, 2020; and iv) Certificates of occupancy issued for all buildings by November 1, 2021.
12.	<u>Purchaser Conditions:</u>	<p>Purchaser’s obligation to close will be subject to satisfaction of each of the following conditions:</p> <ul style="list-style-type: none"> a) Purchaser to receive “adequate” (in Purchaser’s discretion) state commitment for incentives within 180 days from the execution of the Purchase Agreement b) Tax Stabilization Agreement with the City not later than the end of the Permitting Period.
13.	<u>Seller Conditions:</u>	<p>Prior to closing, Purchaser shall have provided Seller with evidence (a) of a bona fide financing commitment for the Project and (b) that Purchaser has executed a construction contract with an order to proceed promptly upon closing of Purchaser’s financing for the Project.</p> <p>In addition, not later than December 31, 2019 Purchaser shall have entered into a letter of intent with a nationally-recognized grocery store operator pursuant to which the operator has agreed, subject to acquisition of the Property by Purchaser, to open and operate a full service grocery store of approximately 13,100 sf in the Project. If for any reason such tenant terminates its commitment prior to closing, Purchaser may extend closing for up to 6 months provided that it obtains a substitute tenant to operate a full service grocery store of approximately 13,100 sf.</p>
14.	<u>Guaranties:</u>	Peter Case and Jordan Durham will guaranty the obligations of Purchaser under the Purchase Agreement.