

[August, 2019]

[Name/Address of Purchaser]

**LETTER OF INTENT**

\_\_\_\_\_, 20\_\_

I-195 Redevelopment District  
Attn: Chairperson  
315 Iron Horse Way, Suite 101  
Providence, RI 02908

**Re: Parcel [ ], Providence, Rhode Island**

Ladies and Gentlemen:

We present this Letter of Intent (“LOI”) for the purchase of Parcel [ ] located on [ ] Street in Providence, Rhode Island. This LOI sets forth the proposed terms for the negotiation of a Purchase and Sale Agreement (the “Agreement”) for the Property (as defined below).

**Buyer:** [ ].

**Seller:** I-195 Redevelopment District.

**Property:** Parcel [ ] located at [ ] in Providence, Rhode Island containing approximately [ ] acres. Seller shall convey the Property with clear, marketable and insurable (at Buyer’s expense) title as further provided in the Agreement.

**Purchase Price:** [ ] Dollars (\$[ ]) payable at Closing (as hereinafter defined), inclusive of all deposits.

**Initial Deposit and Third Party Expense Deposit:** Upon execution of the Agreement, Buyer shall deposit [ ] Dollars (\$[ ]) (the “Initial Deposit”) into escrow with Pilgrim Title Insurance Company (“Escrow Agent”). In addition to the Initial Deposit, upon execution of the Agreement, Buyer shall deposit [ ] Dollars (\$[ ]) with Seller (the “Third Party Expense Deposit”). Seller may apply the Third Party Expense Deposit to pay Seller’s professional fees and expenses and the fees and expenses of third parties that Seller may retain to analyze Buyer’s financial capability and development plans.

**Due Diligence:** Buyer shall have [sixty (60)] days from the execution of the Agreement (the “Due Diligence Period”) to complete its review of the Property including, but not limited to, review of all

physical conditions of the Property, survey and environmental conditions, title matters and such other studies and investigations as Buyer may elect.

If by the end of the Due Diligence Period, Buyer determines, at its sole discretion, for any or no reason, not to proceed with the transaction, then Buyer may terminate the Agreement and the Deposit and any interest earned thereon, together with any balance of the Third Party Expense Deposit, shall be returned to Buyer and all obligations by and between the parties shall cease except those provisions which are stated in the Agreement as surviving such termination.

If Buyer does not terminate the transaction by the end of the Due Diligence Period, Buyer shall deposit an additional [ ] Dollars [(\$ )] (the "Second Deposit") with the Escrow Agent. The Initial Deposit and the Second Deposit (collectively referred to as the "Deposit") shall remain in escrow until Closing and shall be applied to the Purchase Price at Closing.

In connection with Buyer's due diligence, Seller shall make available to Buyer upon execution of this LOI (to the extent the information is available to Seller) any information concerning the Property in Seller's possession and not previously provided to Buyer. It is anticipated Buyer will conduct a Phase I environmental audit, appraisal, engineering studies and such feasibility and other studies and investigations regarding the condition of the Property as Buyer may consider prudent. No Phase II environmental site assessment or any other invasive testing of any nature will be permitted unless Seller grants its written approval to same, which approval shall be not be unreasonably withheld.

***Permitting:***

Buyer shall have [one hundred eighty (180)] days from the execution of the Agreement (the "Permitting Period") to obtain all permits and approvals (other than a building permit), including Level 1 Approval and Level 2 Approval and all other permits and approvals from Seller ("Permits and Approvals"), to permit Buyer to build a [ ] (the "Project") on the Property. In the event that Buyer, after exercising commercially reasonable efforts, is unable to obtain all necessary Permits and Approvals by the end of the Permitting Period, then Buyer may terminate the Agreement and the Deposit and any interest earned thereon shall be returned to Buyer and all obligations by and between the parties shall cease except those provisions

which are stated in the Agreement as surviving such termination.

***Application Fee:***

Upon Level 2 Approval, Buyer shall pay to Seller a non-refundable application fee in the amount of \$[ ].

***Buyer Conditions:***

The obligations of the Buyer under the Agreement will be subject to satisfaction of each of the following conditions:

(a) [ ]

(b) [ ]

***Seller Conditions:***

The obligation of Seller under the Agreement to close will be subject to satisfaction by Buyer of the following conditions not later than Closing:

(a) Buyer has received a financing commitment for the Project from a bona fide source(s) on customary terms and conditions;

(b) Buyer has entered into a construction contract with a general contractor for the project with an order to proceed promptly upon closing of Buyer's financing for the Project;

(c) [ ]

***Development Agreement:***

At Closing, Buyer and Seller will enter into a Development Agreement on mutually acceptable terms (the "Development Agreement") which will provide, inter alia, that Buyer will meet the following Project Milestones:

(a) Construction shall commence by [ ].

(b) Vertical construction shall commence by [ ].

(c) A certificate of occupancy shall be received by [ ].

The Development Agreement shall provide for payment to Seller of financial penalties for the failure of Buyer to commence/continue/complete construction as provided in the Development Agreement, payment of which penalties shall be guaranteed by [ ].

**Closing:** Subject to satisfaction of the contingencies above, Closing shall take place not later than thirty (30) days after the end of the Permitting Period.

**Defaults:** The Agreement shall provide that (a) upon default by Seller, Buyer may elect, as its sole and exclusive remedy: (i) to terminate the Agreement, in which event it will receive from the Escrow Agent a return of the Deposit and any unexpended Third Party Expense Deposit, or (ii) to bring a suit for specific performance, and (b) upon default by Buyer, Seller shall be entitled to receive the Deposit and retain any unexpended portion of the Third Party Expense Deposit, as fixed and liquidated damages and as Seller's sole remedy, at law or in equity.

**Costs:** Seller is exempt from conveyance taxes. Title insurance premiums and charges and all due diligence costs will be the responsibility of Buyer. Buyer and Seller will each pay their own legal and professional fees and other costs and expenses.

**Brokerage:** Buyer and Seller each will represent and warrant to the other that it has not dealt with any broker with respect to the transaction contemplated by this LOI. Seller and Buyer will indemnify each other from any claims arising out of discussions of Seller or Buyer (as the case may be) with any broker.

**Exclusivity:** In consideration of Buyer's efforts and expenses in analyzing and proposing this transaction, Seller agrees that Seller will not negotiate with any third party for the sale, purchase or other disposition of the Property until either Seller or Buyer elects to terminate negotiation of an Agreement but not less than thirty (30) days from the date hereof.

**Confidentiality:** Buyer acknowledges that Seller is a quasi-governmental entity and accordingly, by law the Agreement, if executed, must be made available to the public upon request. Notwithstanding the foregoing, to the extent permitted by law, Seller will maintain in confidence any proprietary or financial information provided to Seller by Buyer and designated as confidential.

With the exception of the paragraphs titled Exclusivity and Confidentiality above, which are intended to be binding, this LOI is not intended to be binding and will not give rise to any right or obligation based on any legal or equitable theory (including any right to continue negotiations), it being intended that only a subsequent formal written contract (the Agreement), if executed and delivered by the parties, will bind the parties as to any matter which is the subject of this LOI. In further clarification of the foregoing, either party may at any time withdraw from

and terminate (without recourse) any discussions or negotiations with respect to this LOI or the proposed Agreement, and neither party will be bound to the other unless and until the Agreement is executed by all parties. Until the execution of such Agreement, no enforceable rights or obligations exist hereunder excluding the Exclusivity provision referenced above.

It is anticipated the Agreement shall be fully executed not later than thirty (30) days from the date on which Seller executes this LOI.

This LOI shall be valid until 5:00 p.m. on \_\_\_\_\_, 20\_\_, at which time it will expire if not sooner accepted by Seller.

We look forward to your timely response.

Sincerely,

**BUYER:**

[            ]

By: \_\_\_\_\_

Name: [     ]

Title: [     ]

**AGREED AND ACCEPTED BY:**

**SELLER:**

**I-195 Redevelopment District**

By: \_\_\_\_\_

[     ]

Chairperson