

AGREEMENT FOR HISTORIC PRESERVATION TAX CREDITS 2013

THIS AGREEMENT (the "Agreement"), is made as of the 2 day of SEP, 2025 (the "Effective Date"), by and between WICKFORD SCHOOLHOUSE (the "Applicant"), and the Rhode Island Department of Revenue, through its Division of Taxation (the "Tax Division") (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to RIGL §44-33.6-4(e), the Tax Division is authorized to enter into contracts of guaranty, on behalf of the State of Rhode Island, with persons, firms, partnerships, trusts, estates, limited liability companies, corporations (whether for profit or non-profit) or other business entities who have incurred, or intend to incur, Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of a Certified Historic Structure, or some identifiable portion thereof, to be Placed in Service after July 3, 2013.

WHEREAS, in accordance with Chapter 33.6 of Title 44 of the Rhode Island General Laws, as amended, and the Regulations adopted by the Rhode Island Historical Preservation and Heritage Commission (the "Commission") and the Tax Division, the Applicant desires to conduct Substantial Rehabilitation of a Certified Historic Structure or, an identifiable portion thereof, located in Rhode Island, and described in Exhibit A attached hereto (the "Project") and, as a consequence thereof, to receive Historic Preservation Tax Credits ("Tax Credits").

WHEREAS, a Determination of Historic Significance (a/k/a Part 1 Certification) and a Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) have been issued by the Commission to the Applicant.

NOW, THEREFORE, the Applicant and the Tax Division agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them pursuant to Chapter 33.6 of Title 44 of the Rhode Island General Laws and the Regulations implementing same.

SECTION 2. Adequate Consideration. The Processing Fee payable by the Applicant, under Section 4(b) hereof and the Regulations, constitutes adequate consideration for the contractual obligation of the Tax Division to provide the Tax Credits described in Section 5(a) hereof in accordance with the terms hereof.

SECTION 3. Effective Date of Rhode Island Law. Unless otherwise indicated herein, all references herein to the Rhode Island General Laws and the Regulations shall refer to such statutes as in effect as of the date of enactment of Public Law 2013, Ch 144, Art. 22 by the Rhode Island General Assembly and to such regulations as promulgated by the Commission and/or the Tax Division to implement Public Law 2013, Ch 144, Art. 22.

SECTION 4. Duties of the Applicant.

(a) The Applicant shall fulfill the requirements for the Substantial Rehabilitation of the Project approved by the Commission and, in addition thereto, the Applicant specifically covenants that:

(1) *Full, Fair and Honest Disclosures Required.* The Applicant has made, and will make, full, fair and honest disclosure of all material facts to both the Commission and the Tax Division during the entire Application process set forth in the Regulations.

(2) *Rehabilitation Will be Consistent with Plan and Standards.* The Applicant shall insure that the Project, when finished, will be consistent with the proposed rehabilitation plan certified by the Commission and that all completed work will meet the criteria set forth in the Regulations and the *Standards of Rehabilitation* incorporated therein.

(3) *Documentation Required to Verify Costs Incurred.* The Applicant will furnish, on demand and in a complete and timely fashion, any additional and detailed documentation to verify that any final costs attributable to the Substantial Rehabilitation of a Certified Historic Structure were actually incurred and furthermore, meet the criteria of Qualified Rehabilitation Expenditures. Said documentation shall include, at the minimum, the items set forth in Tax Division Regulation CR 13-16.

(b) *Processing Fee.* The Applicant agrees to pay, in full, a Processing Fee equal to three percent (3%) of estimated Qualified Rehabilitation Expenditures to the Tax Division before or upon execution of the within Agreement. If full payment is not tendered to the Tax Division along with a proposed Agreement, the Agreement will not be signed and any partial payment remitted shall be returned to the Applicant. The failure to pay the Processing Fee, in full and within thirty (30) days from the Commission's Part 2 certification date, will result in the denial of Tax Credits and the Applicant's loss of place in the Queue for Tax Credits.

SECTION 5. Duties of the Tax Division.

(a) *Tax Credit.* The Tax Division shall allow a Tax Credit, as set forth in Exhibit B, calculated in accordance with RIGL §44-33.6-3(a), and equal to the lesser of: (i) the estimated Qualified Rehabilitation Expenditures as submitted with this Agreement multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant, or (ii) the actual Qualified Rehabilitation Expenditures, incurred by the Applicant and verified by the Tax Division, for the Substantial Rehabilitation multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant. Provided further that:

(1) *25% Tax Credit Requires Trade or Business Use.* If the Applicant elects twenty five percent (25%) of the Qualified Rehabilitation Expenditures as the Tax Credit, the Applicant acknowledges and agrees that: (i) at least twenty five (25%) percent of the total rentable area of the Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17), or (ii) the entire rentable area located on the first floor of a Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17).

(2) *Qualified Rehabilitation Expenses Incurred on or after July 3, 2013.* The Applicant acknowledges that the Qualified Rehabilitation Expenses upon which the Tax Credit is claimed must be incurred on or after July 3, 2013. Qualified Rehabilitation Expenses incurred prior to July 3, 2013 cannot be used for calculating Tax Credits under this program.

(3) *Maximum Tax Credit Allowed.* The Applicant acknowledges and agrees that the maximum amount of the Tax Credit allowed for any certified rehabilitation project, under Chapter 33.6 of Title 44 of the General Laws, is Five Million Dollars (\$5,000,000) and that this limitation applies regardless if the structure is to be completed in phases or in multiple projects.

(4) *Qualified Rehabilitation Expenditures Allowed by Certification after Audit.* The Applicant acknowledges that the Qualified Rehabilitation Expenditures are allowed only if certified by the Tax Division after audit and further acknowledges that the Tax Division is authorized to conduct said audits and issue such certifications. The within acknowledgement does not abrogate or hinder the Applicant's right to contest the denial, in whole or in part, of a request to certify Qualified Rehabilitation Expenditures.

(b) *Processing Fee is Non-Refundable.* The Applicant acknowledges and agrees that the Processing Fee paid pursuant to Section 4(b) of this Agreement is, pursuant to RIGL §44-33.6-4(d), non-refundable. Processing Fees will not be returned if the Applicant subsequently abandons the Project and no longer desires the Tax Credit nor will Processing Fees be returned, in part, if the Processing Fees paid with this Agreement exceed three percent (3%) of the actual Qualified Rehabilitation Expenditures incurred by the Project as certified by the Tax Division.

SECTION 6. Termination of Agreement

(a) *Grounds for Termination and Sanctions.* If information comes to the attention of either the Commission or the Tax Division, at any time up to and including the last day of the Holding Period, that is materially inconsistent with representations made by the Applicant herein or in an application or supporting documentation filed with the Commission or the Tax Division, the Tax Division may terminate this Agreement and the Commission or the Tax Division may deny requested certifications or rescind certifications previously issued. In either instance, any Processing Fees paid by the Applicant will be forfeited. Upon termination, any Tax Credits issued under this Agreement hereunder shall be null and void and subject to recapture. In addition, any proceeds received from the sale, transfer or assignment of Tax Credits will be subject to taxation. This Section of the Agreement shall be applied in a manner consistent with RIGL §44-33.6-4(h) and RIGL §44-33.6-3(f).

(b) *Holding Period Defined.* The term "Holding Period" as used within this Agreement shall mean twenty-four (24) months after the Commission issues a Certificate of Completed Work. In the case of a rehabilitation which may reasonably expected to be completed in phases, as described in RIGL §44-33.6-2(16), "Holding Period" shall be extended to include a period of time beginning on the date of issuance of a Certificate of Completed Work for the first phase or phases for which a Certificate of Completed Work is issued and continuing until the expiration of twenty-four (24) months after the Certificate of Completed Work issued for the last phase.

SECTION 7. Assignment of Agreement.

(a) *Assignments Allowed and Consents Required.* The Applicant's right to assign this Agreement is limited and shall be governed by RIGL §44-33.6-4(g) with that section allowing such assignment only to:

(1) An Affiliate of the Applicant without the consent of the Tax Division, or

(2) A banking institution, as defined by RIGL §44-14-2(1), or a credit union, as defined by RIGL §44-15-1.1(1), without the consent of the Tax Division, or

(3) A person, firm, partnership, trust, estate, limited liability company, corporation (whether for profit or non-profit) or other business entity that incurs Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of Certified Historic Structures or some identifiable portion thereof to be Placed in Service on or after July 3, 2013, with such assignment to be approved by the Tax Division and which approval shall not be unreasonably withheld, or

(4) A person, firm, partnership, trust, estate, limited liability company, corporation (whether for profit or non-profit) or other business entity that is approved by the Tax Division, and such assignment shall require the consent Tax Division.

(b) *Affiliate Defined.* The term "Affiliate" is defined in RIGL §44-33.6-4(g) as any entity controlling, controlled by or under common control with such person, firm, partnership, estate, trust, limited liability company, corporation (whether for profit or non-profit) or other business entity.

(c) *Notice of Assignments.* Prior written notice of any assignments of the Agreement, including those for which no consent is required, shall be given to the Tax Division pursuant to Section 13. Such notice shall include the name, tax identification number, the address, phone number, and contact person for both the assignor and the assignee and shall indicate the date of assignment.

SECTION 8. Timely Progress of Project Required.

(a) *Project Schedule Must Have Been Filed.* The Applicant covenants that it has submitted to the Commission, along with its Part 2 Application, a reasonably detailed project timeline setting forth a schedule whereby various identifiable aspects of the Project (e.g., rough plumbing & electrical, exterior siding, interior finish work on 1st floor) will be completed and the estimated amount of Qualified Rehabilitation Expenditures that will be expended on each such aspect of the Project (the "Project Schedule"). In the event that the Project is to be completed in phases, the Project Schedule should also reflect when it is anticipated that each phase will be completed and an estimate as to the amount of Qualified Rehabilitation Expenditures that will be incurred in each phase.

(b) *"Substantial Construction" Requirement.* The Applicant acknowledges and agrees that Substantial Construction on the Project must commence within twelve (12) months from the date on which the Applicant's Part 2 Application is approved by the Commission. Furthermore, upon commencing Substantial Construction, the Applicant shall file an affidavit with the Commission

attesting to the commencement of Substantial Construction together with evidence that the requirements of Substantial Construction have been satisfied.

(c) *Substantial Construction Defined.* The term “Substantial Construction” is defined to mean that (i) the owner of a Certified Historic Structure has entered into a contract with the Tax Division and paid the Processing Fee; (ii) the Commission has certified that the Certified Historic Structure’s rehabilitation will be consistent with standards set forth in Chapter 33.6 of Title 44; and (iii) the owner has, within five (5) years from the date this Agreement is executed, expended ten percent (10%) of the Qualified Rehabilitation Expenditures estimated in the contract entered into with the Tax Division for the Project or, if a phased project, for the first phase the Project. Substantial Construction does not occur until all three of the above requirements are fulfilled.

(d) *Project Shall Not “Remain Idle”.* The Applicant further covenants that within twelve (12) months from the date of Part 2 Certification, construction will commence and the Project shall not Remain Idle for any period of time exceeding six (6) months prior to the completion of the Project.

(e) *Remain Idle Defined.* The term “Remain Idle” is defined to mean that:

(1) Substantial work has ceased at the Project; or

(2) Work crews have been reduced by more than twenty-five percent (25%) for reasons unrelated to (i) scheduled completion of work in accordance with the Project’s schedule, (ii) reasonably unanticipated physical conditions, or (iii) an event of force majeure; or

(3) The Project Schedule that was originally submitted to the Applicant to the Commission has been extended for more than twelve (12) months for reasons unrelated to (i) reasonably unanticipated physical conditions or (ii) an event of force majeure.

The Project is deemed to Remain Idle if any one of the above three criteria are met.

(f) *Force Majeure Defined.* To be deemed an event of force majeure, the cause of the event must be (i) reasonably unforeseen, (ii) outside the control of the Applicant and (iii) could not be avoided by the Applicant’s exercise of due care. By way of example, and not in limitation, any delays, work stoppages, or work force reductions caused by financial difficulties, labor disputes or violation of the law shall be deemed to cause the Project to Remain Idle.

(g) *Penalties for Non-Compliance.* In the event that Substantial Construction is not commenced within twelve (12) months from the date on which the Applicant’s Part 2 Application is approved by the Commission or if the Project Remains Idle for a period of time exceeding six (6) months, the Applicant shall forfeit all Processing Fees paid prior to that date and this Agreement for Tax Credits shall be terminated and deemed null and void without further action or documentation.

(h) *Periodic Reports Required.* In order to demonstrate that the Project does not Remain Idle, the Applicant, or its successor in interest, is to submit quarterly reports, with supporting documentation, to the Tax Division on or before the fifth day of April, the fifth day of July, the fifth day of October and the

fifth day of January. Said reports shall briefly set forth the work or tasks accomplished and the number of individuals employed on the Project during the preceding quarter.

(i) *Reapplication after Forfeiture and Termination.* Upon forfeiture and termination, the Applicant, pursuant to RIGL §44-33.6-7, may re-apply for Tax Credits for the Project but the Applicant acknowledges that it will be placed at the end of queue of prior applicants then awaiting the availability of Tax Credits. To reapply and be placed at the bottom of the Queue, the Applicant must submit a new application for Rhode Island Historic Preservation Tax Credits 2013 (Form HTC-13) to the Tax Division. If and when Tax Credits become available, the Applicant acknowledges that reapplication is expressly conditioned and subject to the following:

(1) The Applicant shall submit to the Commission a new application for Part 2 Certification, an amended Project Schedule as described in Section 8(a), setting the new reasonably detailed project timeline;

(2) The Applicant shall submit evidence, along with its request for reapplication, establishing the reason for the delay in the commencing Substantial Construction of the Project or for the Project Remaining Idle, and shall further provide evidence, reasonably satisfactory to the Commission, that the condition or event, causing the delay in commencing the Project or causing the Project to Remain Idle, has been resolved and will not recur; and

(3) The Applicant will be required to remit a three percent (3%) non-refundable Processing Fee as described in Section 4(b). This Processing Fee shall be calculated in accordance with the re-application submitted to the Commission and the Tax Division.

SECTION 9. Restrictive Covenants Required.

(a) *Material Alterations.* The Applicant acknowledges and agrees that no Tax Credits shall be issued until the owner of the Certified Historic Structure grants to the Commission a restrictive covenant agreeing that, during the Holding Period as defined in Section 6(b), no material alterations will be made to the Certified Historic Structure (i) without the Commission's prior approval, and, if approved, (ii) such material alterations shall be consistent with the standards established by the Secretary of the United States Department of the Interior for the rehabilitation of historic structures.

(b) *Trade or Business Use.* In the event that application has been made for the twenty five percent (25%) Tax Credit under this Agreement, the owner of the Certified Historic Structure shall also grant to the Commission a restrictive covenant agreeing that, for a period of sixty (60) months commencing when the Certified Historic Structure, or an identifiable portion thereof, was Placed into Service, either (i) twenty five percent (25%) of the total rentable area of the Certified Historic Structure or (ii) the entire rentable area located on the first floor of the Certified Historic Structure will be made available for a Trade or Business, as defined below.

(1) *Trade or Business Defined.* Pursuant to RIGL §44-33.6-2(17), a Trade or Business means an activity carried on for the production of income from the sale or manufacture of goods or performance of services, *excluding residential rental activity.*

(2) *Made Available Defined.* For purposes of this Agreement, the rentable area of a Certified Historic Structure is “made available for a Trade or Business” if, during the sixty (60) months after the Certified Historic Structure, or an identifiable portion thereof, was Placed into Service, the owner of the Certified Historic Structure has:

(i) Consistently and repeatedly advertised and marketed the rentable area for immediate occupancy or use by means of electronic media, print media, commercial listings or directories and other channels of communication reasonably designed to reach businesses located throughout the State of Rhode Island and in communities in adjoining states; or

(ii) Has consistently and repeatedly rented or leased the rentable area to a Trade or Business as defined in Section 9(b)(1) above.

(3) *Documentation Required to Demonstrate Compliance.* The Tax Division may require rental agreements and/or sample advertising materials and invoices to document compliance with the provisions of RIGL §44-33.6-4 and RIGL §44-33.6-2(17).

(c) *Participation in Registered Apprenticeship Program.* The Applicant acknowledges and agrees that, under RIGL §44-33.6-8, if the Hard Construction Costs of the Project equal or exceed ten million dollars (\$10,000,000), Tax Credits will be allowed only if any contractor and subcontractor working on the Project has an apprenticeship program for all apprenticeable crafts that will be employed on the Project at the time of bid. Said apprenticeship programs must be registered and approved by the United States Dept. of Labor in conformity with federal regulations.

(1) *Hard Construction Costs Defined.* Hard Construction Costs shall mean direct contractor costs for labor, material, equipment, and services associated with the Project, contractors’ overhead and profit, and other direct construction costs. By way of example and not in limitation, Hard Construction Costs do not include architectural and engineering fees, the cost of surveying, legal and accounting expenses, insurance premiums or development costs. Hard Construction Costs are not necessarily costs that are allowable as QREs.

(2) *Minimum Employees Required.* The requirement to have a registered and approved apprenticeship program applies to any contractor and subcontractor working on the Project that has five (5) or more employees.

(3) *Review to Ascertain Non-Compliance.* The Applicant acknowledges that there are statutory sanctions for non-compliance with RIGL §44-33.6-8 and that the Department of Labor & Training, in conjunction with the Tax Division and other agencies, may review claims that a contractor or subcontractor was exempt from the apprenticeship program requirement due to insufficient employees.

SECTION 10. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Rhode Island. Venue for all legal proceedings arising out of this Agreement, or the breach thereof, shall be located only in a court with competent jurisdiction in the State of Rhode Island.

SECTION 11. Entire Agreement. This Agreement contains the entire understanding between the Parties. For purposes of this Section, the Exhibits attached hereto are integral to the Agreement and made a part of the Agreement. The Agreement may not be changed orally but only by agreement in writing signed by the Parties.

SECTION 12. Severability. If one or more of the provisions of this Agreement should become legally invalid, the validity of the remaining provisions shall not be affected thereby. However, in such case, the Parties shall immediately agree on some other contractual arrangement which secures, as far as possible, the intended economic effect of the invalid provision(s).

SECTION 13. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by registered or certified mail, return receipt requested, or, if transmitted by other means, when received by the other Party at the address set forth herein, or such other address as may hereafter be furnished to the other Party by like notice.

(a) It is the responsibility of the Applicant or its successor and assignees to timely notify the Tax Division of any changes in contact information, and in particular, to notify the Tax Division of any change in address to which written notices should be sent.

(b) Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee. In the case of receipt by registered or certified mail, notice or communication hereunder shall be deemed to have been received by the date noted on the return receipt. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail or delivered, postage prepaid, to the addresses below:

If to the Applicant:

PAUL BOGH OSSLIAN - WICKFORD SCHOOLHOUSE, LLC
38 FRANKS NECK
NARRA, RI 02882

If to the Tax Division:

Tax Administrator
RI Division of Taxation
One Capitol Hill, 1st floor
Providence, RI 02908-5800

SECTION 14. Guarantee, Binding Effect and Enforceability.

(a) *Guarantee of Delivery of Tax Credits*. If this Agreement is not terminated pursuant to Section 6 or Section 8(f) and the Applicant has secured a Certification of Completed Rehabilitation from the Commission, the Tax Division guarantees delivery of one hundred percent (100%) of the amount of the Tax Credit, subject to audit and confirmation, to (i) the Applicant pursuant to RIGL §44-33.6-3(b)(1) as the party that incurred Qualified Rehabilitation Expenditures for the Substantial Rehabilitation

of a Certified Historic Structure or an identifiable portion thereof, as specified in the Agreement, and Placed in Service on or after July 3, 2013, or (ii) to the Assignee(s) of the Applicant pursuant to RIGL §44-33.6-3(f) and the Regulations.

(b) If this Agreement is not terminated pursuant to Section 6 or Section 8(f) and the Applicant has secured a Certification of Completed Rehabilitation from the Commission, the Tax Division guarantees that the Tax Credit, subject to audit and certification, shall be allowed pursuant to RIGL §44-33.6-3(b) and §44-33.6-3(e) for the taxable year in which a Certified Historic Structure or an identifiable portion thereof, as specified in the Agreement, is Placed in Service; Provided that the Substantial Rehabilitation test is met for such taxable year and provided further that the Certified Historic Structure, or an identifiable portion thereof, is Placed into Service on or after August 1, 2013.

(c) "Substantial Rehabilitation" means that the Qualified Rehabilitation Expenditures incurred with respect to the Certified Historic Structure during the twenty-four (24) month period selected by the Applicant ending with or within the taxable year, in which the Certified Historic Structure is Placed in Service, exceed the Adjusted Basis in such building and its structural components as of the beginning of such period. In the case of any Rehabilitation which may reasonably be expected to be completed in phases, the above definition shall be applied by substituting "sixty (60) month period" for "twenty-four (24) month period".

(d) This Agreement constitutes a binding and enforceable agreement between the Applicant and the Tax Division. This Agreement and the rights granted hereunder shall be enforceable by the Parties through all remedies available at law and in equity.

SECTION 15. Limitations.

(a) *Applicability of Agreement.* This Agreement applies only to a Rehabilitation of a Certified Historic Structure or some identifiable portion thereof, that: (i) is Placed in Service on or after August 1, 2013; (ii) for which an Application for Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) and an Application for Determination as a Historic Structure (a/k/a Part 1 Certification) have been issued by the Commission after August 1, 2013; and (iii) for which Qualified Rehabilitation Expenses have been incurred on or after July 3, 2013.

(b) *Election of Tax Credit Program.* The Applicant and/or its Assignees who elect and qualify for Tax Credits for the Substantial Rehabilitation of a Certified Historic Structure under Chapter 33.6 of Title 44 are ineligible to claim Tax Credits for Rehabilitation of that particular Certified Historic Structure under Chapter 33.1 of Title 44, Chapter 64.7 of Title 42 or Chapter 31 of Title 44. Applicants and/or their assignees must waive, in writing, any claims to tax credits under the aforementioned chapters prior to entering into this Agreement.

SECTION 16. Further Assurances. Each of the Parties hereto shall promptly execute and deliver all such documents, instruments and assurances and do or cause to be done all such acts and things as are necessary or advisable fully to perform and carry out the provisions and intent of this Agreement.

SECTION 17. Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

SECTION 18. No Waiver. The failure of any Party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the Parties.

SECTION 19. Executed in Counterparts. For the purpose of facilitating proving this Agreement, and for other purposes, this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

SECTION 20. Warranties.

(a) *Warranty of Legal Existence.* The Applicant warrants that it is duly organized, chartered or formed under the laws of its State of domicile and that it has the lawful power to engage in the business it is presently conducting or will conduct in the future. The Applicant is duly licensed or qualified and in good standing in each jurisdiction, including Rhode Island, wherein the nature of the business it transacts makes such licensing or qualification necessary.

(b) *Warranty of Authority to Execute.* The Applicant and the signatory of this Agreement for the Applicant both warrant that they have the power and authority to negotiate and execute this Agreement and to perform the obligations thereunder and all such acts have been duly authorized by the necessary proceedings.

(c) *Warranty of No Outstanding Delinquencies or Deficiencies.* The Applicant further warrants that it does not have any outstanding delinquencies or deficiencies for taxes or regulatory fees owed to the State of Rhode Island.

SECTION 21. Disclosure and Dissemination of Reported Information. The Applicant acknowledges and agrees that RIGL § 44-33.6-9 imposes certain reporting requirements for the Applicant's participation in this tax credit program and that the information reported shall be specific, definite, and attributable to an identifiable person. In addition, such specific information, including this Agreement and its terms and exhibits, pursuant to RIGL § 44-33.6-9, shall be:

(a) Shared with or disseminated among other instrumentalities of the State, including but not limited to, the Commission, the Economic Development Corporation, designated members of both houses of the General Assembly, the governor, and the Department of Labor and Training; and

(b) A public document made available to the public for inspection by any person and published by the Tax Administrator on the Tax Division website.

This section shall also apply to any contract voided under the provisions of this Program.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby:

**STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE, by
its DIVISION OF TAXATION**

By: Marye

Date: 9/4/25

APPLICANT NAME

By: [Signature]

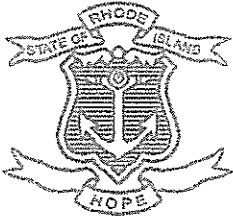
PAUL BOGHOSIAN MEMBER
PRINT NAME

Title: _____

Date: _____

Exhibit A: Determination of Historic Significance

[Attach a copy of the Determination of Historic Significance (Part 1 Certification) issued by the RI Historical Preservation & Heritage Commission]



STATE OF RHODE ISLAND

HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House 150 Benefit Street Providence, RI 02903

Telephone 401-222-2678
TTY 401-222-3700

Fax 401-222-2968
www.preservation.ri.gov

HISTORIC PRESERVATION INVESTMENT TAX CREDIT

Part 1 -- Certification of Historical Significance

RI Project Number **13-140**

Property Name Wickford Elementary School

Property Address 99 Phillips St, North Kingstown, Rhode Island

This Part 1 evaluation of significance has been reviewed by Joanna Doherty who meets Historic Preservation Professional Qualification Standards.

REASON FOR CERTIFICATION OF HISTORICAL SIGNIFICANCE

(See page 2 for a brief description of the property and its significance.)

- Property is individually listed in the National Register of Historic Places (Or determined to be eligible by the US Department of Interior).
- Property contributes to the significance of the Wickford Historic District

- Property has been designated as a historic property by Ordinance in the City/Town of _____, in accordance with RIGL 45-24.1 and
 - it is more than fifty (50) years old, and
 - it is related to a broad theme of the community's history or is a good example of a type, style, or method of construction, and
 - it possesses sufficient integrity of location, design, setting, materials, workmanship, feeling and association to convey its historical significance.

- THIS IS ONLY A PRELIMINARY DETERMINATION. The property appears to meet the criteria indicated, but it has not been formally listed or designated. In order to claim a RI Historic Preservation Investment Tax Credit the property must receive FINAL Certification of Significance before the rehabilitation work is completed and before the building is placed in service.

10.16.23

Date

[Signature]
for Executive Director

Historical Preservation and Heritage Commission

HISTORIC PRESERVATION INVESTMENT TAX CREDIT

Part 1 -- Certification of Historical Significance

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AREAS OF SIGNIFICANCE

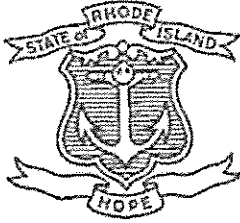
Property is a good example of a type, style, method of construction (specify):

The former Wickford Elementary School is a good example of an early-20th-century public school building designed in the Colonial Revival style, the prevailing architectural style of the time.

Property is associated with one of the broad themes of the community's history (specify):

Exhibit B: Certified Rehabilitation Plan

[Attach a copy of the Certification of a Rehabilitation Plan (Part 2 Certification) issued by the RI Historical Preservation & Heritage Commission and a complete copy of the detailed project timeline (including costs and dates of rehabilitation) submitted to the Commission as part of the Applicant's Part 2 Application]



STATE OF RHODE ISLAND

HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House 150 Benefit Street Providence, RI 02903

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**HISTORIC PRESERVATION INVESTMENT TAX CREDIT
Certification -- Part 2**

RI Project Number 13-140

Property Name Wickford Elementary School

Property Address 99 Phillips St, North Kingstown, Rhode Island

Certified Historic Structure? yes pending

Type of Request Part 2

Amended Part 2

CERTIFICATION

This application was reviewed by Virginia Hesse who meets Historic Preservation Professional Qualification Standards.

The project:

- meets the Standards for Historic Preservation Projects and is approved.
- meets the Standards only if the conditions stated on page 2 are met.
Approval is
- does not meet Standard number(s) for the reasons stated on page 2.
The project is not approved.
- does not provide sufficient information. The project is not approved.

August 1, 2025

Date

Virginia Hesse (for)

Executive Director

Historic Preservation and Heritage Commission

HISTORIC PRESERVATION INVESTMENT TAX CREDIT

Certification -- Part 2

Page 2

ISSUES

- Additions, including rooftop additions.
- Alteration of significant exterior features or surfaces.
- Alteration, removal, or covering of significant interior finishes or features.
- Adjacent new construction, extensive site work, or demolition of related structures.
- Changes to significant interior spaces or plan.
- Window replacements on any major elevation that do not match historic.
- Damaging or inadequately specified masonry treatments.
- Other (explain)

EVALUATION OF PROJECT AND CONCERNS

(Basis for decision to approve or deny the project.)

The Wickford Elementary School, which has been vacant since 2006, is being rehabilitated for 33 apartments. The Town has been soliciting proposals for redevelopment since approximately 2010. Two previous proposals involved extensive new additions or new buildings on the site, and multi-story rooftop additions. Neither of these proposals met the Secretary of the Interior's Standards for Rehabilitation and therefore were not considered for state or federal tax credits. Both projects eventually failed to gain local approvals and financing. The Town solicited another round of proposals, and in this last round the RFP allowed for the demolition of the school. Fortunately, this proposal will keep the much-loved historic school and without new structures added to the site.

The brick school building is comprised of two construction periods. An original building, c.1907, is a two-story Colonial Revival structure with a hipped slate roof with cross gable facing north and south. The original school had 4 classrooms per floor flanking a wide central corridor, with staircases at each end. Windows were 2/2 wood double-hung windows with transoms, and a half-round divided light window in the cross gable.

The school more than doubled its size circa 1930's when a two and a half-story flat-roofed addition was added at the west end. The addition added 8 more classrooms on the two upper floors, plus two more in the partially below grade basement/ground-floor level. Windows, based on a historic image, were multi-light steel industrial type sash. New staircases were added at both the new western addition and also replaced the original stair and entrance at the eastern end while also removing a hipped roof over the projecting stair tower. The two staircase structures included modest Art Deco ornament. As is typical of schools of this age, all windows were replaced with non-historic replacement windows of varying configurations in the late 20th century. Fire escapes were also added to the original building on the north and south elevations. The interiors appear to retain a relatively high degree of integrity of original finishes. Chalk-rails and cork/tack boards, some chalkboards, wood doors and built-in cabinets, and beadboard

wainscoting in the older building survive. Most floors appear to have been relatively recently carpeted so the condition of flooring is not included in photos. Photo 127 shows a cut through the floor structure which does not clearly show original finish flooring, though there appears to be a level of wood - likely a finished floor - above the subfloor, and then some kind of vinyl or asbestos material under the carpeting. Some classrooms in the addition have a strip of vinyl tile flooring at the chalkboard.

This application has been compiled and amended over a period of many months to get it to a point where the information was sufficiently complete to evaluate and submit to NPS for review. There has been an extended period of requesting revisions and additional information to fully describe the project, to retain as much historic fabric as possible, and to bring the scope into compliance with the Standards. The drawings are now sufficiently complete and in accordance with the narrative.

The building will be rehabilitated and subdivided to accommodate 33 new apartments. In order to accommodate this number of units, the building will be expanded with a single-story rooftop addition over the flat-roofed structure, and a cross-gable dormer addition (in place of a hipped roof cross-gable that existed over the east stair tower prior to the expansion of the original school) will be added to the east side of the original roof to accommodate units in the attic. In addition to the cross-gable dormer addition, skylights will be added to the original gable to light the attic space, and additional windows will be added to the north-facing gable. The siting of the building, and the surrounding landscape is notable for considering the visibility of certain elevations when evaluating the rooftop changes. The school is set atop a sloping grassy hill, which rises from an historic stone retaining wall that is approximately 3' tall at the sidewalk on Phillips Street. The school is imposing as it sits high above Phillips Street as viewed directly from the south. The site slopes gradually down more than a full story in height toward the west, and there are longer views of the flat-roofed building approaching from that direction on Phillips Street that are partially screened by foliage seasonally. To the east, the site slopes sharply down to Phillips Street, and the adjacent site is heavily treed, so this is not a prominent view, especially if existing site trees are retained. The site to the north consists of a driveway adjacent to the building, and a steep drop-off to a pond on the other side of the driveway. The steep bank is heavily treed. Views of the north side of the school building from across the pond are obscured by foliage through half of the year.

The proposed rooftop addition has been significantly reduced in mass and scope since we first saw the originally proposed two-story structure. It has been reduced to a single-story addition with a flat-roof, that is held back from the face of the surrounding parapet approximately 8'. The walls of the addition are predominantly glass, to reflect the sky. While it will be partially visible, especially from the west, it is simple in form and will not significantly detract from the historic character of the original brick school building or the flat-roofed addition. The changes in roof form to the east elevation are not without some precedent. The flat roof of the dormer differentiates it from the previous intersecting hipped roof. (See historic photo ca. 1910.) The new dormer is predominantly glass, but a change to punched window openings on this side may reduce its visibility/impact.

We understand that a criterion for this development includes extending a relatively new town sewer line that does not yet serve Phillips Street to this site to tie-in this development. The cost to extend the line far exceeds \$1 million and is not eligible for any incentives to defray this

cost. It has been a handicap to previous proposed developments as well as this one. Therefore, the unit count of 33 apartments is necessary to defray this investment, to make the project economically viable. The unit count had been reduced to this number by our previous request to reduce the rooftop addition to a single story.

The rehabilitation of the building will substantially restore the Phillips Street façade with more historically appropriate aluminum replacement windows, a restored slate roof, removal of the rusty fire-escapes, and retention of existing stair towers. Two windows will be added to the east stairtower on its east wall where two windows had previously been filled in (see historic postcard). A new primary entrance will be created at the center of the south façade just west of the transition between the original building and the addition. The new entrance will be at the ground floor level and will access a new elevator located centrally in the building. The new entrance will cut down an existing window opening to a new lowered grade and will be configured to be compatible with the original industrial steel windows that were original to that addition. Other work on the South façade includes lowering the Ground Floor windows in the addition to provide more light to those units. This change will not be visible from the street. Similarly, Ground Floor windows in the original school will be lowered however they will be in areaways below grade and will not be visible behind the existing berm against the building. The small, half-round window in the gable will be divided vertically. See detail 4 on drawing A331, which should be noted as a plan view of the window division. Detail 3 on the same drawing describes in section the relationship of the proposed mezzanine floors being added in the second floor units with the historic reproduction 2/2 windows with transom.

The sitework will include a driveway that connects the east and west sides of the site close to the front elevation and will be screened from the street by a retaining wall and plantings. Parking will be added in front of the building perpendicular to the driveway, and also at the end of the driveway east of the building. A larger parking lot will be added to the west side of the site, adjacent to an existing parking lot. A terrace at grade along the west elevation will have a swimming pool. Areaways will be cut into the grade along the north elevation to provide light and doorway access to ground floor units along that side of the building. They will not be visible from the north. The existing paved driveway on the north side will be removed. The grade immediately in front of the original school will be maintained at its current grade against the basement windows, and will transition to a lowered grade against the addition to accommodate the new accessible entrance and for larger windows in the ground floor units.

The interior of the building is characterized on the first and second floors by a wide corridor connecting to the staircases to the east and west and flanked by classrooms on the north and south sides. These floors retain a high degree of architectural integrity, and the proposed plan will subdivide the classrooms for apartments. The original classroom walls will be retained, and the rooms will be subdivided. The wide corridors will be retained. The second floor apartments will take advantage of high ceilings to incorporate lofts into the units. The new mezzanine floor structure will be held back from the windows by 6 inches and will be painted a dark color to reduce visibility from the exterior. Corridors will retain wainscotting where found (in the original school), as well as wood doors into classrooms. Wood flooring will be restored and patched as required if found to be in good condition. New wood flooring will be added in corridors and where existing is not in good condition.

The ground floor has little architectural character beyond the simple stage and proscenium in the Cafetorium. The room has a higher floor to ceiling height than the rest of the ground floor, but there are no distinctive floor, wall or ceiling finishes. The proscenium has a simple molded wood trim casing and the face of the stage has simple recessed panels in matching stained wood finish. Classrooms have dropped ceilings and carpeted concrete floors. Evidence of some sort of square patterned floor in the corridor and Cafetorium look like vinyl tile, or that asbestos tile has been abated.

The ground floor level is complicated. The ground floor level of the 1935 cafetorium is several feet lower than the rest of the basement/ground level. There are 6 risers in the corridor of the ground floor that step down to the cafetorium. There are two classrooms on the south side of the Cafetorium that are at the higher floor level of the corridor. The proposed rehab will extend the north corridor wall and floor level all the way to the west side of the building through the Cafetorium. There will be a gym area in front of the stage that will retain a portion of the space at full height, and the remainder of the cafetorium will be subdivided for apartments that will have steps from the raised corridor down to the lower floor level. The lobby from the new south entrance will enter the building at grade into the corridor level which will provide handicap access to the building via the new elevator.

In general, we find that the proposed rehabilitation will retain the historic character of the school at the most iconic and significant south façade of the building facing Phillips Street. The west elevation will show the rooftop addition, though it will be relatively low-profile compared to the 2-1/2 story school and the full story plus of the sloping site and trees in the foreground. The setback of the rooftop addition from the face of the 1935 addition should further help to reduce the profile of the new addition relative to the mass of the brick building. The north and east elevations are not as prominent and will not be significantly impacted by the addition of windows and the rooftop changes. The interior character of the school will be preserved with the restoration and retention of common areas such as the staircases, the corridors, and the gym portion of the ground floor level. Classroom demising walls will be retained, and where possible, architectural features such as chair rails, wainscoting and chalkboards. While we do have some concerns and conditions, we find that if the conditions are met this proposed rehabilitation will meet the Standards for Rehabilitation. The development team has been motivated to make significant changes to the project scope to comply with the Standards. Given the difficulties of the site, which include adjacencies to coastal bodies of water, flood zones to the west property line, and associated buffers and environmental issues, as well as the required sewer tie-in, we are encouraged and enthusiastic that this proposal will retain the historic character of the building in the Wickford Village historic district. After the previous two failed developments that did not respect the historic nature of the Wickford Elementary School and the Town government's willingness to allow for its demolition, we find this proposal to be not only a substantial improvement but a rehabilitation that will meet the Standards. The good preservation and retention of historic features, spaces, and restoration of historic window configurations that characterize the school will outweigh the impact that will result from the rooftop addition. We strongly recommend approval of this project with conditions.

CONDITIONS THAT MUST BE MET FOR APPROVAL

The following work samples must be prepared prior to construction for review and approval by RIHPHC: Masonry Samples of:

1. Joint Raking/Cutting. If blade is used – grinding of joints with a rotary blade must not be used on vertical joints, and if used on horizontal joints must not result in the widening of the joints by grinding brick edges above and below the joint.

2. Mortar Sample - examined for color and texture match to existing/original (whichever is predominant)

3. Repointed Joint examined for joint profile

4. Patching/coating sample if used on brick masonry, stone masonry, or exposed below-grade foundation

5. Masonry cleaning sample

6. Stone wall rebuild sample, and replacement stone sample if any is needed

Additional information must be provided about the following items prior to construction, for review and approval.

• Window Shop-drawings for both 2/2 with transom windows, and industrial steel sash windows. If shop drawings do not sufficiently replicate the historic windows as seen in photos, an installed mock-up may be required.

• Existing Site Trees and Parking Screening – Retention of site trees that partially screen the west elevation and the east elevation is recommended to minimize the impact of the new rooftop structures to the historic character and massing of the existing building. Parking in front of the south façade must be landscaped to minimize the visibility of cars parked in front of the building, with a combination of retaining walls (recessing the parking level below the sloped bank) berms, and plantings.

• Visibility of Mezzanine Flooring at Windows in Second Floor Units: A six-inch setback of the floor structure from the face of window is barely any setback at all, and is likely to be highly visible from the street. The floor structure facing south must be painted a dark color to minimize its visibility, and we recommend frosting or obscuring the glass in the top sash of the double-hung window to obscure the appearance of the floor structure. Additionally, if blinds (horizontal mini-blinds or roller blinds) are provided to all units, they must be a dark color such as dark grey as seen from the exterior. Or as agreed upon with NPS.

• Ductwork in Soffits should be held back more than 3' from face of inside wall (not from face of window) wherever possible. Since the mechanical layout will be design-build, we suggest a setback of 4'.

• Floor Finishes – floor finish schedule must be reviewed and approved by SHPO prior to construction.

• Historic Architectural Features and Finishes which characterize the school where found must be preserved whenever possible – even if only partially on subdivided walls. Examples of significant historic features include chalkboards; tack/cork boards; beadboard wainscoting with chalk-rail; wood doors to classrooms; window and door casings; fireplace mantle in

library; proscenium arch and stage front in cafetorium.

Provide Elevation Detail of New Entrance at South Façade – can be included with window shop drawings.

New East-Facing Dormer – Punched Window Openings rather than what appears to be a storefront system of windows, would help to minimize the very different character of the new dormer construction which will be forward of the original hipped roof. Or as approved by NPS.

ESTIMATED PROJECT TIME-LINE

Project Name - Wickford Elementary School Conversion

Project Tax Credit Number - #140

Project Address- 99 Phillips Street, North Kingston, RI

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED COST	ESTIMATED COMPLETION DATE
1	Architectural & Engineering completed	\$ 680,000	April 15, 2026
2	Construction contract awarded	CA - hourly	June 1, 2026
3	Contractor Authorized to proceed	\$ 150,000	June 15, 2026
4	Building Permit Application filed	retainer	June 15, 2026
5	Other permitting (CRMC, Zoning, etc.)	\$ 100,000	<i>Completed July 2025</i>
6	Exterior Envelope Rehabilitation Completed	\$ 200,000	Aug 1, 2027
	Demolition	\$ 5,880,000	
	Masonry/carpentry repairs	2.1M	
	Windows and doors	.7M	
	Roof	1.4M	
	Painting	1.0M	
		.7M	
7	Interior Rehabilitation Completed		
	Rough framing	1.4M	
	Plumbing, mechanical, electrical, sprinklers	3.9M	
	Interior finishes	2.8M	
	Development fee & 15%	2.1M	
8	Site work and landscaping completed	\$ 1,000,000	Sept 1, 2027
9	New construction/additions completed	\$ 2,000,000	
10	Project completion and Certificate of Occupancy issued		
	Total	\$19,980,000	<i>Completed Dec 1 2027</i>

Exhibit C: Tax Credit Methodology Election and Fee Payment

[Attach Original of Form HTC-V -2013: "Rhode Island Historic Structures-Tax Credit-Processing Fee Form"]

State of Rhode Island and Providence Plantations
Form HTC-V-2013
Historic Structures Tax Credit Processing Fee Form



13130399990101

Name

Federal employer identification number

Wickford Schoolhouse, LLC

Address

38 Franks Neck Rd

Address 2

City, town or post office

State ZIP code

E-mail address

Narragansett

RI 02882

Part A - Project Information

- 1 Project name: Wickford Elementary School
- 2 Project location: 99 Phillips St, North Kingstown, RI 02852
- 3 Project number: 13-140

Part B - Processing Fee Calculation Complete lines 1, 2, 3 and 7. If you wish to revise the amounts from your Form HTC-13, complete lines 1 through 7. NOTE: You cannot receive more Historic Preservation Tax Credits 2013 than what you initially applied for. If line 6 is more than line 3, you must change line 4 or 5, or both.

1	Estimated Qualified Rehabilitation Expenditures from 2013 application - Form HTC-13.....	1	15000000
2	Credit Percentage Elected - 20% or 25% from 2013 application - Form HTC-13.....	2	20 %
3	Estimated Historic Preservation Tax Credits 2013 from 2013 application - Form HTC-13.....	3	30000000
4	Revised Estimated Qualified Rehabilitation Expenditures.....	4	11000000
5	Revised Credit Percentage Elected - 20% or 25%.....	5	20 %
6	Revised Estimated Historic Preservation Tax Credits 2013 amount.. CANNOT BE MORE THAN LINE 3 CREDIT AMOUNT	6	2200000
7	Total processing fee due. Multiply line 1 or line 4, whichever is applicable, by 3% (0.0300)..	7	330000

Make cashier's check or money order payable to the RI Division of Taxation. This fee is non-refundable.

Pursuant to R.I.G.L. 44-33.6, Historic Preservation Tax Credits 2013, applicants are required to pay a non-refundable processing fee equal to 3% of Qualified Rehabilitation Expenditures as estimated on their Application for Rhode Island Historic Preservation Tax Credits 2013.

If you are revising the amount of Estimated Qualified Rehabilitation Expenditures for which you initially applied on your Application for Rhode Island Historic Preservation Tax Credits 2013, you acknowledge and agree that you waive all rights, claims and entitlements to Historic Preservation Tax Credits associated with the difference between the amount initially applied for (line 3) and the revised amount noted on line 6 above.

This 3% non-refundable processing fee must be paid prior to entering into a contract with the RI Division of Taxation under this program. Qualified applicants have 30 days from the date of Part 2 certification from the RI Historical Preservation & Heritage Commission to pay this non-refundable fee, and enter into a contract with the RI Division of Taxation.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief, it is true, accurate and complete.

Applicant signature

Print name

Date

Telephone number

Applicant address

City, town or post office

State

ZIP Code

38 Franks Neck Rd

Narragansett

RI

02882

AGREEMENT ADDENDUM

RHODE ISLAND DEPARTMENT OF REVENUE, through its DIVISION OF TAXATION

PREVAILING WAGE REQUIREMENTS (R.I. Gen. Laws § 37-13-1 *et seq.*)

Per R.I. Gen. Laws § 44-33.6-3, Historic Preservation Tax Credits 2013 projects with a budget of direct hard construction costs (as defined in R.I. Gen. Laws § 44-33.6-2) in excess of \$25,000,000 are required to pay a prevailing wage to all construction workers and are subject to the prevailing wage requirements for Agreements entered into with the R.I. Division of Taxation on or after July 1, 2025. The prevailing wage requirements are generally set forth in R.I. Gen. Laws § 37-13-1 *et seq.* These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to construction workers as defined in R.I. Gen. Laws § 44-33.6-2(5).

As of the date of this Agreement Addendum, all contractors and subcontractors engaged in a Historic Preservation Tax Credits 2013 project with a budget of direct hard construction costs (as defined in R.I. Gen. Laws § 44-33.6-2) in excess of \$25,000,000 are required to:

1. Submit to the Division of Taxation a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with R.I. Gen. Laws § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with R.I. Gen. Laws § 37-13-7;
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with R.I. Gen. Laws § 37-13-11; posters may be downloaded at <https://dlt.ri.gov/requiredposters/> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website at <https://dlt.ri.gov> on or before July 1st of each year, until such time as the project is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with R.I. Gen. Laws § 37-13-8;

5. Attach a copy of this Agreement Addendum and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by R.I. Gen. Laws § 37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <https://dlt.ri.gov/wrs/prevailingwage/> as required by R.I. Gen. Laws § 37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed Rhode Island Certified Weekly Payroll Form to the Division of Taxation on a monthly basis for all work completed in the preceding month.
9. Maintain on the work site a fully executed Rhode Island Certified Prevailing Wage Daily Log listing the employees of each contractor, subcontractor, and their assignees employed each day on the project site; the Rhode Island Certified Prevailing Wage Daily Log shall be available for inspection on the project site at all times. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the Division of Taxation.
10. Any violation of the requirements under R.I. Gen. Laws § 37-13-13 for Rhode Island Certified Weekly Payroll Forms and Daily Logs will result in the Department of Labor and Training imposing a penalty on the contractor, subcontractor, and/or assignee of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.
11. Assure that all covered prevailing wage employees on construction projects have an OSHA ten (10) hour construction safety certification in compliance with R.I. Gen. Laws § 37-23-1;
12. Employ apprentices for the performance of the awarded contract and comply with the apprentice to journey-person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with R.I. Gen. Laws §37-13-3.1;
13. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
14. Comply with all applicable provisions of R.I. Gen. Laws §37-13-1, *et seq.*

Any questions or concerns regarding this Agreement Addendum should be addressed to the attorney of the contractor, subcontractor, or assignee. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <https://dlt.ri.gov/wrs/prevailingwage/>.

CERTIFICATION

I hereby certify that I have reviewed this Agreement Addendum and understand my obligations as stated above.

By: [Signature]
Title: MEMBER

Subscribed and sworn before me this 2ND day of Sept, 2025

[Signature]
Notary Public
My commission expires: 9/19/26

DANIEL MCCAUGHEY
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES SEPT. 19, 2026