#### **AGREEMENT FOR HISTORIC PRESERVATION TAX CREDITS 2013**

THIS AGREEMENT (the "Agreement"), is made as of the day of July, 2014 (the "Effective Date"), by and between Mosarco B+CDC (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. <u>Definitions</u>. 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. <u>Adequate Consideration</u>. The Processing Fee payable by the Applicant, under <u>Section 4(b)</u> hereof and the Regulations, constitutes adequate consideration for the contractual obligation of the Tax Division to provide the Tax Credits described in <u>Section 5(a)</u> hereof in accordance with the terms hereof.
- SECTION 3. <u>Effective Date of Rhode Island Law</u>. 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 1<sup>st</sup> 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 <u>Section 8(a)</u>, 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 <u>Section 4(b)</u>. 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. <u>Jurisdiction and Venue</u>. 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. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>Notices</u>. 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:

Diana Campbell, Executive Director

Mosaico Business & Community Development Corporation

500 Wood Street

Bristol, RI 02809

If to the Tax Division:

Tax Administrator RI Division of Taxation One Capitol Hill, 1<sup>st</sup> 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. <u>Further Assurances</u>. 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. <u>Captions</u>. 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. <u>Disclosure and Dissemination of Reported Information</u>. 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

Date: 7 18 2014

APPLICANT NAME

By: Drana Campbell

Diana Campbell
PRINT NAME

Title: Executive Director

Date: 7/9/14

#### **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 AND PROVIDENCE PLANTATIONS

#### HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House • 150 Benefit Street • Providence, R.I. 02903-1209

TEL (401) 222-2678

FAX (401) 222-2968

TTY / Relay 711

Website www.preservation.ri.gov

# HISTORIC PRESERVATION INVESTMENT TAX CREDIT Part 1 -- Certification of Historical Significance

RI Project Number 13-16 Property Name National Rubber Company (Bristol Industrial Park) Property Address 500 Wood Street, Bristol, Rhode Island This Part 1 evaluation of significance has been reviewed by R Greenwood 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 Bristol Waterfront Historic District  $\checkmark$ 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. 6/10/2014

Date

**Executive Director** 

Historical Preservation and Heritage Commission

#### HISTORIC PRESERVATION INVESTMENT TAX CREDIT Part 1 -- Certification of Historical Significance Page 2

#### AREAS OF SIGINIFICANCE

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

Industrial complex with original EV, 2 story, gable roof, stone building,

- with wood belfry, constructed in 1864. Subsequent additions
- including stone and brick buildings date from 1870 following a major fire; eight large 2 story and 3 story brick buildings constructed In 1882; by 1893 thirty-seven buildings covered the expanded eighteen acre site.

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

"National Rubber Co." or "Kaiser Aluminum & Chemical Corp.

- Plant" 1864 et seq.: EV -20th cen.; Industrial complex

.In 1887, the company was reorganized as the National India Rubber Company, consolidated in 1892 -aé part of the United States Rubber Co. and

- acquired by the Kaiser Aluminum & Chemical Corporation in 1957.

#### **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 AND PROVIDENCE PLANTATIONS HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House • 150 Benefit Street • Providence, R.I. 02903-1209

TEL (401) 222-2678

FAX (401) 222-2968

TTY (401) 222-3700

Website www.preservation.ri.gov

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

RI Proje	ct Number <u>13-16</u>
Part 2 Fe	ee Paid \$0.00 Part 3 Fee Paid
Property	Name <u>National Rubber Company (Bristol Industrial Park)</u>
Property	Address 500 Wood Street, Bristol, Rhode Island
Certified	l Historic Structure? 🗹 yes 🗀 pending
Type of	Request Part 2
	☐ Amended Part 2
Part 2 Fee Paid  \$0.00  Part 3 Fee Paid  Property Name  National Rubber Company (Bristol Industrial Park)  Property Address  500 Wood Street, Bristol, Rhode Island  Certified Historic Structure?  yes  pending  Type of Request  Part 2	
This app	plication was reviewed by Roberta Randall who meets Historic Preservation
Professi	onal Qualification Standards.
The proj	ect:
	meets the Standards for Historic Preservation Projects and is approved.
· 🔽	•
	does not meet Standard number(s) for the reasons stated on page 2.
	The project is not approved.
Property Name National Rubber Company (Bristol Industrial Park)  Property Address 500 Wood Street, Bristol, Rhode Island  Certified Historic Structure?  yes pending  Type of Request  Part 2  Amended Part 2   CERTIFICATION  This application was reviewed by Roberta Randall 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.	
6/)	10/2014 Thurd Sanderson

Date

**Executive Director** 

Historic Preservation and Heritage Commission

# HISTORIC PRESERVATION INVESTMENT TAX CREDIT Certification -- Part 2

Page 2

TO	CIT	п	$\sigma \alpha$
ıs	71	3 1	٠,٦

☐ Additions, including rooftop additions.
☐ Alteration of significant exterior features or surfaces.
☐ Alteration, removal, or covering of significant interior finishes or features.
$\square$ 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.)

National Rubber Company is a collection of structures that includes many contributing buildings that connect to form the complex, most associated with the historical development of the property between 1864 and 1957, its period of significance. The complex consists of 41 buildings, the northern half consisting of 18 which have been previously restored for Elderly Housing and the southern half consisting of 22 buildings that are part of this project. Building 35 is not part of either project and is separately owned. The numbers in parenthesis are the historic numbers related to the National Register nomination in the Part 1. This is largely a maintanence and repair project of an occupied industrial complex. However as buildings or building spaces are taken over by tenants during the course of the project, the scope of work may increase and ammendments will be necessary.

#### **GROUP 1 BUILDINGS**

Group 1 Buildings consist of five buildings located furthest to the south. These 5 buildings are all connected to each other.

Building 111 (29) was the main power plant and has the smoke stack attached. Although it appears as a two story building from the exterior, the interior is a large open one story space with exposed rafters and monitor above. A small office exists at the north end of the building. The Owner proposes to repair the roof, masonry walls, windows and trim on the exterior of the building. Everything will be repaired, if possible, or replaced in kind if necessary. The exterior masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. The interior masonry will be repaired and repointed. The space will remain as a large open space and will be cleaned and painted.

Building 112 (66) is attached to the east side of Building 111. It is a non-contributing concrete block building. The exterior trim will be repaired.

Building 113 (32), a former Machine Shop constructed in 1884, is attached to the east side of Building 112. It is a two story brick building with a flat roof with a one story brick addition on the south side and a wood stair tower on the north. The Owner proposes to repair the roof, masonry walls, windows and trim on the exterior of the building. Everything will be repaired if possible or replaced in kind if necessary. The exterior masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. The original windows were 12-over-12 double hung sash in curved toped masonry openings, several of which remain and will be restored. Some windows have been replaced with one-over-one windows. These windows will also remain unless they are beyond repair. New windows will match the original windows. The door on the south side, which is plywood now, will be replaced with a new door to match the existing original door on the north. The first floor has been divided up into smaller spaces. Some of the later partitions will be moved or changed to suit tenant needs and to provide egress from the building. A vestibule will be created inside the south entrance. The original partitions and interior doors will remain. The existing stair and stair tower will also remain. Adjustments will be made to the stair to make it functional. The second floor also has had partitions added over time that will remain.

Building 114 (23), constructed in 1917 as a Carpentry shop, is attached to the east side of Building 113. It is a one story wood framed building with a gable roof and 6-over-6 double hung windows. The interior is one large space open to the rafters. A non-contributing metal shed is attached at the south side of the building. The Owner proposes to repair the siding and trim as needed and paint the exterior of the building. The windows will be retained, repaired and painted as well. There is one missing window which will be replaced to match the existing windows. The Owner proposes to repair the existing exterior doors or replace in-kind. Only surface preparation and painting is proposed for the interior of this building. The interior steel clad door that connects this building to Building 113 will be retained in place. The metal shed addition will be removed.

Building 115 (59), constructed 1911-20 as a Machine Shop, is attached to the east end of Building 114. It is a one-story, brick building with a flat roof. The windows are paired 16-over-16 double hung wood sash set in curved top openings.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Masonry window sills will be reconstructed to match the original brick sills. The Owner proposes to replace the existing wood windows, many of which are missing, with new wood window units fabricated to match the originals including arch top. The exterior doors will be or replaced in-kind.

The interior is a large open space with a small office in the rear. The interior walls are painted brick and the ceiling is open to the framing above. The exposed ceiling framing is also painted. The Owner proposes to repaint the walls and ceilings throughout as needed. The wood floors in this building will be refinished.

#### **GROUP 2 BUILDINGS**

Group 2 consists of six connected buildings. These buildings are located north of the Group 1 Buildings and west of Group 3 Buildings

Building 211 (24), constructed in 1864/65, was built as a Callender Room and Garage. The building is a one-story building constructed of coursed rubblestone with granite quoins and bluestone window sills and caps. The windows were 12-over -12 double hung, most of which are missing. Only five original sash exist on the east elevation. The east elevation also has two large garage door openings that have been infilled.

The timber trussed roof has

a 4' high monitor constructed c. 1900. The monitor originally had 8-over-8 double hung sash, only a few of which remain.

The interior is a single open column free space. The floor is a concrete slab. The ceiling is exposed framing open to the monitor above. Building 211 is connected to Building 212 by a one story passage.

The masonry will be power washed, repaired and repointed, replacing stone where needed with stone to match the existing. The roof framing is in disrepair and will be repaired and /or replaced to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The door openings that have been filled in will also be opened up and new doors will be constructed to match others on site based on tenant need.

The interior walls are plastered and the ceilings are painted. The Owner proposes to repaint the ceilings. The plaster walls will be repaired and or replaced to match original condition. Non-contributing partitions and finishes will be removed. The original wood floor is missing and the floor surface is currently plywood. The Owner proposes to remove the plywood and framing and expose the concrete floor below. The concrete floor will be repaired and power washed.

Building 212 (19, 17A), is located to the north and east of Building 211. Building 212 is connected to Building 213 on the northeast and 214 on the east. Building 212 has a one-story section and a two story section also constructed in 1864/65 of coursed rubblestone with granite quoins and bluestone window sills and caps. The windows were 12-over -12 double hung, similar to the windows of Building 211, most of which are missing. The two story section of the building has a slightly pitched roof. The one story section has a flat roof. The building has a fire escape.

The interior on the first floor has been subdivided into offices. The second floor is a single open space. The only interior stair that provides access to the second floor is in a neighboring building that is not part of this project.

The masonry will be power washed, repaired and repointed, replacing stone where needed with stone to match the existing. The roof framing is in disrepair and will be repaired and /or

replaced to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The interior walls are plastered and the ceilings are painted on the first floor and a drop ceiling has been installed on the second. The Owner proposes to repaint the ceilings. The plaster walls will be repaired and or replaced to match original condition. The concrete floor will be repaired and power washed. A new interior stair will be added in the southwest corner of the building to provide a means of egress from the second floor.

Building 213 (17), constructed in 1865 with an 1870 addition was a Cutting room. It is a one-story building of coursed rubblestone and is attached to other buildings on all four sides. The roof is slightly pitched with skylights that are in poor condition. Non-original windows exist on the north wall and they will remain. The ceiling framing is exposed and painted. The interior has a variety of wall finishes including plaster, wood and painted brick. The floor is concrete.

The masonry will be power washed, repaired and repointed, replacing stone where needed with stone to match the existing. The roof framing and skylights are in disrepair and will be repaired and /or replaced to match the existing. Windows that exist will be repaired. The Owner proposes to repaint the ceilings. The plaster walls will be repaired and or replaced to match original condition. Other wall surfaces will be cleaned and painted. The concrete floor will be repaired and power washed.

Building 214 (21), also constructed in 1865 of the same coursed rubble stone, is attached to other buildings on three sides. It is a one story building with a slightly pitched roof. The exposed elevation has two windows and a door which is cover by a concrete block vestibule. This building was originally used as a Mixing Room. The ceiling framing is exposed and painted. The interior has a variety of wall finishes including plaster, concrete block, and painted brick. The floor is concrete. The building is a large open space and the Owner has no plans to divide to space.

The masonry will be power washed, repaired and repointed, replacing stone where needed with stone to match the existing. The roof framing and skylights are in disrepair and will be repaired and /or replaced to match the existing. Windows that exist will be repaired. The Owner proposes to repaint the ceilings. The plaster walls will be repaired and or replaced to match original condition. Other wall surfaces will be cleaned and painted. The concrete floor will be repaired and power washed.

Building 215 (12) (42), constructed in 1918 as a Wire Cable Building, is a one-story, flat roofed brick building. A small Blacksmith Shop, constructed in 1905 also of brick, is attached to the south side of the Wire Cable Building and is part of Building 215 in this application. The roof of the large building has stepped parapets and monitors. The windows are paired 12/12 wood sash set in segmental arched openings in both buildings. Building 215 is connected to Building 213 and 214 along the west side of the building and to Building 216 along the south side. The ceiling framing of the larger building is exposed and painted. The interior is one large open space that has a variety of wall finishes including plaster, concrete block, and painted brick.

The smaller Blacksmith Shop is divided up into small support spaces. The floor is concrete in both.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. The wall surfaces will be cleaned and painted. The concrete floor will be repaired and power washed.

Building 216 (55), the Heel Press Building constructed in 1919, is a one-story, gabled roof, brick building attached to the south side of Building 215. Windows are paired 12/12 sash set in segmental arch openings in recessed and corbelled panels. The building is one large open space with painted exposed framing at the ceiling and painted brick walls.

The roof trusses and decking will be repaired or replaced in-kind and the roof will be resigned. The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted. The concrete floor will be repaired and power washed.

#### **GROUP 3 BUILDINGS**

Group 3 consists of ten connected buildings. These buildings are located east of the Group 2 Buildings.

Building 311 and 312 (65), are a non-contributing concrete block buildings constructed in 1966. They are attached to Buildings 313 and 314 on the east. Repairs will be made to the roof, windows and trim.

Building 313 and part of 314 (15), constructed in 1912, is a small part of a larger Insulated Wire Building (not part of this project). It is a two-story, brick building with a trussed gable roof. The windows are paired 9/9 double hung windows set in segmental openings with granite sills. The interior ceilings are exposed frame which are painted. The interior walls are painted brick. There are non-historic partitions on the first floor which was originally open. There is currently one stair to the second floor which is open. A second stairway has been closed off, but will be reopened as part of this project. The first floor has a concrete floor. The second floor has a wood floor which is partially covered by steel plates.

The roof trusses and decking will be repaired or replaced in-kind and the roof will be resigned.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on

tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted. The concrete floor will be repaired and power washed. The wood floors will be refinished where possible or replaced in-kind where necessary. A new corridor will be added to the second floor space to provide egress.

Building 314 (25) (38) (39) is a series of connected internal buildings including a 1945 brick Insulating Development Building and two smaller brick buildings. The buildings are two stories and have flat roofs with parapets. There are several window types, most of which are 9/9 double hung sash in segmental arched openings. The interior has exposed frame ceiling that are painted. The walls are painted brick. There are several original brick partitions. This building has no stair from the first to the second floor and uses the stair in Building 313 for egress. The floors are wood.

The roof trusses and decking will be repaired or replaced in-kind and the roof will be redone.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted. The wood floors will be refinished where possible or replaced in-kind where necessary. All original partitions will remain.

Building 315 (26, 15A), is made of two connected buildings, a 1912 Engine Room and a 1944 Refrigeration Building. Both buildings are 1-story brick buildings with flat roofs. The Engine Room has 12/12 wood double hung sash. The windows in the Refrigeration Building have been replaced. The ceiling is exposed framing which is painted. The interior walls are painted brick. The floors are concrete.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted. The concrete floors will be power washed.

Building 316 (37), is a three story, low pitched gable roof brick building constructed in 1882 as a Storehouse and Cable Making Building. It has segmental arched windows with stone sills and 6/6 wood double hung sash. There is an elevator tower at the southeast corner which was a later addition. It was originally a free standing building but is now attached to Building 314 and 315 on the west side and 318 on the north and 317 on the east. The original ceiling was exposed framing that was painted. The walls are painted brick. There are several partitions, some of which are original. The floors are combination of wood, concrete, tile and steel plate. There are no stairs connecting the first and second floor. A later stair exists between the second and third floors.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings and walls to match original condition. The concrete floor and tile will be repaired and power washed. Wood floors will be repaired and refinished as need. A new interior stair will be added to provide a means of egress from the building.

Building 317 (36), constructed in 1945 is a three story brick building with paired 6/6 double hung wood windows. The roof is a flat roof with skylights. The interior is a large open space on each floor with some later partitions added. The first and second floors have dropped ceilings and the third floor has a corrugated metal deck over painted steel frame. The walls are painted brick. Floors are concrete.

The roof framing and decking will be repaired or replaced in-kind and the roof will be redone.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted.

The concrete floor will be repaired and power washed.

Building 318 (40), is a group of connected building built between 1882 and 1920 as Boiler House, compound Room and General Storage. Two sections of the building are two-story and the third section is a one-story. All are brick buildings with gable roofs and segmental arched windows. Originally free standing, these buildings are now attached to Building 317 on the west and Building (35) on the east which is owned separately and not part of this project. The interior of the building is one large continuous space on each floor extending from one building to the next. The ceilings are exposed framing with wood deck and are painted. The walls are painted brick. The floors are a combination of wood and concrete. No stairway exists in this building. The second floor is accessed by a stairway in Building 317.

The roof framing and decking will be repaired or replaced in-kind and the roof will be redone.

The masonry will be power washed, repaired and repointed, replacing brick where needed with brick to match the existing. Windows that exist will be repaired. Windows beyond repair will be replaced to match existing. Where windows do not exist and openings have been filled in, the Owner will removed infill and fabricate a new window to match the originals based on tenant need. The Owner proposes to repaint the ceilings. Wall surfaces will be cleaned and painted. The wood floors will be refinished where possible or replaced in-kind where necessary.

Building 319 (40A) is a non-contributing building constructed in 1959 and is a one story concrete block building. Maintenance work will occur on this building including roof repair, window repair and painting. No interior work is planned.

Building 3110 is an addition to Building 314 and also attached to Building (25). It is a non-contributing building. No work is proposed.

#### CONDITIONS THAT MUST BE MET FOR APPROVAL

Roofing: Roofing materials that will be visible should be an appropriate material and color. A sample showing color and texture of the material for these roofs must be reviewed and approved by the RIHPHC. Other roofing materials that will not be visible should be held back form the roof edge. A detail of the roofing installation at the roof edge must be reviewed and approved by the RIHPHC. Exposed rafter ends and cornice moldings must be retained and restored if necessary. Covering over these details will not be approved. All roof penetrations including roof penetrations for plumbing vents, HVAC equipment, chimneys, other vents, etc. must be reviewed and approved prior to installation.

Replacement Windows: Window details for all replacement and new window units must be reviewed and approved by RIHPHC prior to installation and must match the originals being replaced. Replacement windows must match the appearance, size, design, proportions, and profiles of the existing windows and must have clear glazing. In order to ensure the proposed windows meet the Standards for the larger buildings with numerous windows, a full size sample of the proposed replacement window for each window type must be installed in the building next to an existing original window at the ground floor for comparison purposes. The locations of mockups must be selected by the RIHPHC and the Owner prior to the demolition of the existing windows.

Exterior Masonry: Masonry cleaning, repointing and brick replacement samples for the exterior must be provided and approved by the RIHPHC prior to the start of work. Approved samples must be maintained throughout construction. Sandblasting will not be allowed. The cleaning process proposed for the exterior masonry must not damage or substantially alter the physical characteristics of the masonry surfaces. Good quality overall and close-up color photographs of the masonry both before and after cleaning must be submitted with the Request for Certification of Completed Work. Repointing mortar must match the color, texture, strength, joint width and joint profile of the existing historic masonry. Specifications and repointing samples should be reviewed and approved by the State Historic Preservation Office before proceeding with this work. Good quality overall and close-up color photographs of the masonry both before and after repointing must be submitted with the Request for Certification of Completed Work.

Wood Trim Repair Replacement: All exterior wood trim on all buildings must be repaired. If trim is beyond repair, the trim must be replicated to match exactly the trim it is replacing. Samples of molded trim must be provided for review and approval by the RIHPHC.

Exterior Doors: All existing original exterior doors must be retained and repaired. If exterior doors are determined to be beyond repair in consultation with the RIHPHC, the new doors must match the original exactly. Shop drawings must be provided for review by the RIHPHC

prior to doors being fabricated. Glass may be added to original doors, if with the review and approval of details provided to the RIHPHC Architect.

Exterior Additions: All additions to the exterior of the building such as ramps, stairs, awnings, loading docks, etc. must have shop drawings prepared and presented to be reviewed and approved by the RIHPHC prior to construction or installation.

Infill Details: Details for all infill (including glass infill and security gates) at overhead doors, loading doors or pedestrian doors must be submitted for review and approval by RIHPHC prior to fabrication and installation. All proposed infill must be historically appropriate and compatible with mill architecture. Details for any new canopies or entrances, including exterior stairs and ramps, must be submitted for review and approval by RIHPHC. Where there are existing original doors or parts of original doors existing, they must be retained and restored. If they are beyond repair, they must be replicated to match the original.

Windows to Doors: Anywhere that windows are being changed to doors, the opening should not be made wider than the existing window opening. The design of the door should include a transom that replicates the top sash of the window and a panel door with glass in the top to replicate the lower sash as closely as possible. Details must be provided for review and approval by the RIHPHC prior to fabrication.

Paint Removal from Interior Brick; Interior brick walls that were originally painted should remain painted wherever possible, but especially in corridors, stairwells and public areas which includes retail and commercial spaces. Very often in mill buildings, the lower wall is painted a contrasting color from the lighter colored upper wall. This is a significant interior feature and should be maintained. Paint colors selected should be appropriate mill interior colors. Where paint is to be removed from walls in residential tenant areas, a sample of the paint removal method must be approved by the RIHPHC prior to the work being done to insure that the brick and mortar will not be eroded. Sandblasting must not raise the grain or feather the surface of the brick or wood. See Preservation Brief 6, Dangers of Abrasive Cleaning to Historic Buildings. Specifications for this treatment, including type of sand, grit, size, psi, and distance that the nozzle will be held from the surface, as well as test samples, should be reviewed and approved by the State Historic Preservation Office before proceeding with this work. Good quality overall and close-up color photographs both before and after sandblasting must be submitted with the Request for Certification of Completed Work. Aggressive sandblasting will not be allowed.

Paint Removal From Interior Wood: Interior posts, beams and ceilings that were originally painted should remain painted wherever possible, but especially in corridors, stairwells and public areas which includes retail and commercial spaces. Wood surfaces below 10' must be done using scraping methods. Where paint is to be removed from wood in residential tenant areas, a sample of the paint removal method must be approved by the RIHPHC prior to the work being done to insure that the wood will not be eroded. Sandblasting of wood surfaces will not be approved. If blasting is done, it must not raise the grain or feather the surface of the wood. See Preservation Brief 6, Dangers of Abrasive Cleaning to Historic Buildings.

Specifications for this treatment, including type of grit, size, psi, and distance that the nozzle will be held from the surface, as well as test samples, should be reviewed and approved by the State Historic Preservation Office before proceeding with this work. Good quality overall and close-up color photographs both before and after sandblasting must be submitted with the Request for Certification of Completed Work. Aggressive sandblasting will not be allowed.

Original Fabric: All original interior fabric not already mentioned must be retained in its original location including doors, window and door trim, baseboards, wainscoting, stairways, and etc. If for some reason original interior fabric can not remain in a particular location, it must be brought to the attention of the RIHPHC and its removal must be approved. If possible the fabric removed with the approval of the RIHPHC should be relocated elsewhere in the Mill.

Structural Repairs: Structural repairs should be done in such a manner that they are not intrusive. If structural repairs are needed in areas where they will be visible, details must be reviewed and approved by RIHPHC.

Window Clearance: All interior partitions, new ceilings and ductwork shall be installed so that they do not intersect or obscure any windows. All ductwork, ceilings or soffits that drop below the top of the window must be held back a minimum of 4'-0" from the outside wall. Kitchen cabinets and/or counters must not project into the masonry opening for any window.

Sound Proofing: If sound proofing is needed it should be done between the rafters at the ceilings by adding insulation and gypsum board/plaster between the beams, the finish should be a flat plaster finish or painted wood. No soundproofing shall be done from above by covering the floor with soundproofing

Wood Floors: All existing original wood flooring must be retained and refinished unless it is determined to be beyond repair in consultation with the RIHPHC. If original flooring is beyond repair and is located in a public space such as a lobby, hallway, stairway or other space open to the public, it should be replaced in-kind with flooring to match the original. If it is desirable to have other flooring material inside tenant spaces, the original wood plank flooring must be maintained and covered in a reversible manner.

Mechanicals: Mechanicals should be installed in such a manner so that they are not intrusive. Exterior units should be hidden from view whether on the roof or on the ground. Several of the roofs are one or two-story high. Mechanical equipment on these roofs is likely to be visible. Alternate locations for rooftop units and equipment must be located if it is not possible to locate them on the roof without being visible. Ductwork on the interior should not run through the center of spaces. Ductwork should be run as much as possible along the interior walls and painted to match the walls or ceilings. Mechanical plans showing mechanical units and ductwork should be reviewed and approved.

<u>Lighting</u>: All lighting on the exterior and lighting being installed in the public areas on the interior including lobbies, stair halls and corridors must be industrial in nature and compatible with the building. All light fixtures must be reviewed and approved by the RIHPHC prior to

#### installation.

Paint: Interior paint colors must be historically appropriate for mill interiors.

Signage: All signage must be reviewed and approved by the RIHPHC prior to installation.

Site Design: Site Design at historic mill complexes must maintain the industrial character of the complex. Foundation planting should be limited to low growing ground cover, and trees and planting beds should be kept a distance from the facades. If historic renderings exist of the mill complex, those should be consulted for the appropriate extent of landscaping around the site. All new railings must be painted metal.

Fencing: Details for the new cast iron fencing and gates being installed on the site must be reviewed and approved prior to fabrication.

#### **EST. PROJECT TIME LINE - PHASE 1**

PROJECT TAX CREDIT NO. \_\_\_\_\_

ng/ QRE		Cook	Completion	plds. New Options			Completic
213 create egress/replace door	architectural/angineering	Cost	Date	Bldg. Non-QRE work 211/212 repair connecting	architectural/engineering	Cost	Dat
215 create egress/replace door	completeted	n/a	n/a	shed	completeted	n/n	_
	contruction contract awarded	n/a	n/a	sneu	contruction contract awarded	n/a	n,
	contractor/in house staff	i i y a	11/ a		contractor/in house staff	n/a	n
	authorized to proceed	n/a	8/30/13		authorized to proceed	n/a	2/20/
	dutionized to proceed	included in	0/30/13		authorized to proceed	n/a	3/30/
	building permit application filed	total below			building permit application filed	included in	
	other permitting		n/n			total below	
	project completed/certificate of	n/a	n/a		other permitting	n/a	n
	occupancy issued	#1 OUU	12/20/12		project completed/certificate of	+2.000	
	occupancy issued	\$1,800	12/30/13	•	occupancy issued	\$3,000	6/30/
216 repair/replace roof	architectural/engineering			replace guard shack	c architectural/engineering		
	completeted	n/a	n/a	. 5	completeted	n/a	n
	contruction contract awarded	n/a	n/a		contruction contract awarded	n/a	, n
	contractor/in house staff	·	•		contractor/in house staff	.,, 4	• • • •
	authorized to proceed	n/a	11/1/13		authorized to proceed	n/a	3/1/
		included in			·	included in	-, -,
	building permit application filed	total below			building permit application filed	total below	r
	other permitting	n/a	n/a		other permitting	n/a	r
	project completed/certificate of	.,-	.,, -		project completed/certificate of	11/4	• • • • • • • • • • • • • • • • • • • •
	occupancy issued	\$12,000	12/30/13		occupancy issued	\$3,000	9/30/:
115 repair/replace windows	architectural/engineering			210 wanain/wania aa waaf			
115 repair/replace willdows	completeted	n/a	n/n	319 repair/replace roof	architectural/engineering		•
	•	n/a /	n/a		completeted	n/a	n
	contruction contract awarded contractor/in house staff	n/a	n/a		contruction contract awarded	n/a	n
	The state of the s	m/m	44/4/40		contractor/in house staff	,	
	authorized to proceed	n/a	11/1/13		authorized to proceed	n/a	3/1/.
		included in				included in	
	building permit application filed	total below	11/1/13		building permit application filed	total below	. n
	other permitting	n/a	n/a		other permitting	n/a	n
	project completed/certificate of				project completed/certificate of	., -	
	occupancy issued	\$9,600	3/30/14		occupancy issued	\$10,000	9/30/:
114 romovo addition	architectural/onsinessine						•
114 remove addition	architectural/engineering			•			
	completeted	n/a	n/a		·		
	contruction contract awarded contractor/in house staff	n/a	n/a				
	authorized to proceed	n/a	3/30/14				

### EST. PROJECT TIME LINE - PHASE 1

PROJECT TAX CREDIT NO. \_\_\_\_\_

ling/			Completion				Completio
p QRE		Cost	Date	Bldg. Non-QRE work	·	Cost	Dat
		included in					
	building permit application filed	total below	n/a				
	other permitting	n/a	n/a				
	project completed/certificate of						
	occupancy issued	\$4,500	6/30/14				
111 repair/replace roof	architectural/engineering			site work	architectural/engineering		
	completeted	TBD	TBD		completeted	n/a	n,
	contruction contract awarded contractor/in house staff	TBD	TBD		contruction contract awarded contractor/in house staff	n/a .	4/30/
	authorized to proceed	n/a	6/30/14		authorized to proceed	n/a	5/1/
	•	included in				included in	
	building permit application filed	total below	n/a		building permit application filed	total below	n
					other permitting		n
	other permitting	n/a	n/a	•		n/a	11
	project completed/certificate of occupancy issued	\$20,000	9/30/14	•	project completed/certificate of occupancy issued	\$535,000	12/30/
113 repair/replace doors	architectural/angineering				•		
113 repair/replace doors	architectural/engineering completeted	n/n	n/n				
	•	n/a	n/a				
	contruction contract awarded contractor/in house staff	n/a	n/a		•		
	authorized to proceed	n/a	6/30/14				
	building permit application filed	n/a	n/a				
	other permitting	n/a	n/a				
	project completed/certificate of	·					
	occupancy issued	\$2,500	9/30/14			•	
114 repair/replace windows	architectural/engineering						
•	completeted	n/a	n/a				
	contruction contract awarded	n/a	n/a				
	contractor/in house staff	,	- 4 -				
	authorized to proceed	n/a	6/30/14		•		
	•	included in	. ,				
	building permit application filed	total below	n/a				
	other permitting	n/a	n/a	•			
	project completed/certificate of	11, 4	11, 4				
	occupancy issued	\$14,400	9/30/14				
	occupancy lobucu	Ψ1 1, 100	5/50/14				

#### **EST. PROJECT TIME LINE - PHASE 1**

PROJECT TAX CREDIT NO. \_\_\_\_\_

Building/			Completion				•		Completion
Group QRE		Cost	Date	Bldg.	Non-QRE work			Cos	t Date
115 repair masonry	architectural/engineering	_							
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a					•	
	contractor/in house staff	_							
	authorized to proceed	n/a	11/1/13						
•		included in							
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of	•	•			,			
	occupancy issued	\$7,000	9/30/14						
115 replace door	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff	•	·						
	authorized to proceed	n/a	11/1/13						
	building permit application filed	n/a	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of	Tiya	11/4						
	occupancy issued	\$3,500	9/30/14						
	occupantly issued	Ψ3,300	J/ 30/ 14						
215 repair/replace roof	architectural/engineering								
220 ( Span, ) Spinds / SSI	completeted	\$10,000	3/30/14						
•	contruction contract awarded	n/a	4/30/14						
	contractor/in house staff	11/4	1/30/11						
	authorized to proceed	n/a	4/30/14						
		included in	., 55, 21						
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of	., .	.,, ~						
	occupancy issued	\$190,000	9/30/14						
		•	-,,					•	
315 repair/replace roof	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff	.,, u	.,, u						
	authorized to proceed	n/a	4/30/14						
		.,, u	., 55, 11						

#### **EST. PROJECT TIME LINE - PHASE 1**

PROJECT TAX CREDIT NO. \_\_\_\_\_

uilding/			Completion		Co	mpletion
roup QRE		Cost	Date	Bldg. Non-QRE work	Cost	Date
		included in				
	building permit application filed	total below	n/a			
	other permitting	n/a	n/a			
•	project completed/certificate of					
	occupancy issued	\$6,000	9/30/14			
317 repair/replace roof	architectural/engineering					
• • •	completeted	n/a	n/a			
	contruction contract awarded	n/a	n/a	:		
	contractor/in house staff	,				
	authorized to proceed	n/a	4/30/14			
		included in			,	
	building permit application filed	total below	n/a			
	other permitting	n/a	. n/a			
	project completed/certificate of					
	occupancy issued	\$12,000	9/30/14			
Group 1 repair/replace and paint	architectural/engineering					
trim and siding	completeted	n/a	n/a			
	contruction contract awarded	n/a	n/a			
	contractor/in house staff	,	- 4	•		
	authorized to proceed	n/a	5/30/14			
	building permit application filed	n/a	n/a			
	other permitting	n/a	n/a	•		
	project completed/certificate of					
	occupancy issued	\$20,100	9/30/14			
214 repair/replace loading doc	ck architectural/engineering					
roof	completeted	n/a	n/a			
	contruction contract awarded	n/a	n/a		,	
	contractor/in house staff	., .	., -			
	authorized to proceed	n/a	5/30/14			
		included in				
	building permit application filed	total below	n/a			•
	other permitting	n/a	n/a			

#### **EST. PROJECT TIME LINE - PHASE 1**

PROJECT TAX CREDIT NO. \_\_\_\_\_

	Cast	Completion	DI- N 055	1				Completion
project completed/cortificate of	Cost	рате	Blag. Non-QRE W	ork	<u> </u>		Cost	Date
	ቀጋ ድለስ	0/20/14	•					
occupancy issued	\$2,500	9/30/14						
architectural/engineering								
	n/a	n/a						
•								
	.,, =	.,, a						
	n/a	5/30/14						
·		• •						
huilding permit application filed		n/a						
	11/4	11/ 0						
	\$3,200	9/30/14						
ossapane, issued	45,250	5,50,11						
architectural/engineering						`		
	n/a	n/a						
•								
contractor/in house staff	.,	.,,						
authorized to proceed	n/a	5/1/14						
	included in							
building permit application filed		n/a						
	11, 4	11, 0						
	\$4,000	12/30/14						
, , , , , , , , , , , , , , , , , , , ,	1 ./	,,						
architectural/engineering								
completeted	n/a	1/30/13						
contruction contract awarded	n/a	n/a						
contractor/in house staff								
authorized to proceed	n/a	7/3/13						
	included in							
building permit application filed		n/a						
	.,, a	,, u						
occupancy issued	\$152,200	12/30/14						
	authorized to proceed  building permit application filed other permitting project completed/certificate of occupancy issued  . architectural/engineering completeted contruction contract awarded contractor/in house staff authorized to proceed  building permit application filed other permitting project completed/certificate of	architectural/engineering completeted n/a contruction contract awarded contractor/in house staff authorized to proceed n/a included in total below other permitting n/a contruction contract awarded contractor/in house staff authorized to proceed shape of the project completed/certificate of occupancy issued shape of contruction contract awarded contractor/in house staff authorized to proceed n/a included in total below other permitting n/a included in total below other permitting n/a project completed/certificate of occupancy issued shape occupancy issued shape occupancy issued n/a contruction contract awarded contractor/in house staff authorized to proceed n/a included in total below other permitting n/a contruction contract awarded contractor/in house staff authorized to proceed n/a included in total below other permitting n/a included in total below other permitting n/a project completed/certificate of other permitting n/a project completed/certificate of	project completed/certificate of occupancy issued \$2,500 9/30/14  architectural/engineering completeted n/a n/a n/a contruction contract awarded contractor/in house staff authorized to proceed n/a 5/30/14  building permit application filed other permitting n/a n/a n/a project completed/certificate of occupancy issued \$3,200 9/30/14  architectural/engineering completed n/a n/a n/a n/a contruction contract awarded n/a 4/30/14  contruction contract awarded n/a 4/30/14  contruction permit application filed other permitting n/a n/a project completed/certificate of occupancy issued n/a 5/1/14  architectural/engineering n/a n/a n/a project completed/certificate of occupancy issued \$4,000 12/30/14  architectural/engineering n/a n/a n/a n/a n/a project completed n/a n/a n/a n/a n/a contruction contract awarded n/a n/a n/a n/a contruction contract awarded n/a n/a n/a n/a n/a contruction contract awarded n/a n/a n/a n/a n/a n/a contruction contract awarded n/a n/a n/a n/a n/a n/a contractor/in house staff n/a	project completed/certificate of occupancy issued \$2,500 9/30/14  architectural/engineering completeted n/a n/a n/a contruction contract awarded contractor/in house staff authorized to proceed n/a 5/30/14  building permit application filed other permitting n/a n/a n/a project completed/certificate of occupancy issued \$3,200 9/30/14  architectural/engineering completeted n/a n/a contruction contract awarded contractor/in house staff authorized to proceed n/a 5/1/14  building permit application filed other permitting n/a n/a project completed/certificate of occupancy issued \$4,000 12/30/14  architectural/engineering n/a n/a n/a contruction contract awarded n/a 1/30/14  architectural/engineering n/a n/a n/a n/a contruction contract awarded n/a	project completed/certificate of occupancy Issued \$2,500 9/30/14  architectural/engineering completeted n/a n/a n/a n/a contruction contract awarded contractor/In house staff authorized to proceed n/a 5/30/14  building permit application filed other permitting n/a	project completed/certificate of occupancy Issued \$2,500 9/30/14  architectural/engineering completeded n/a n/a n/a contruction contract awarded contractor/in house staff authorized to proceed n/a 5/30/14  building permit application filed other permitting n/a n/a n/a project completed/certificate of occupancy issued n/a suthorized to proceed n/a 5/30/14  architectural/engineering completeted n/a n/a n/a n/a project completed/certificate of occupancy issued n/a suthorized to proceed n/a 5/1/14  building permit application filed other permitting n/a n/a project completed/certificate of occupancy issued n/a suthorized to proceed n/a suthorized to proceed n/a suthorized to proceed n/a	project completed/certificate of occupancy issued  \$2,500 9/30/14  architectural/engineering completeted n/a n/a n/a contruction contract awarded contractor/in house staff authorized to proceed  building permit application filed office office occupancy issued  \$3,200 9/30/14  architectural/engineering completed/certificate of occupancy issued  architectural/engineering completed n/a included in total below n/a n/a project completed/certificate of occupancy issued  architectural/engineering completed n/a n/a n/a n/a n/a n/a included in total below n/a	project completed/certificate of occupancy issued \$2,500 9/30/14  architectural/engineering completedd n/a n/a n/a contruction contract awarded n/a n/a n/a project completed/certificate of occupancy issued n/a

#### **EST. PROJECT TIME LINE - PHASE 1**

PROJECT TAX CREDIT NO. \_\_\_\_\_

Building/			Completion	•				Completion
Group QRE		Cost	Date	Bldg. I	Non-QRE work		Cost	Date
Group 2 majority of fire								
suppression/life safety								
	ıral/engineering							
replaced complete		n/a	1/30/13					
	on contract awarded	n/a	n/a					
	r/in house staff		7/0/40					
autnorize	d to proceed	n/a	7/3/13					
		included in						
building r	permit application filed	total below	n/a					•
other per	mitting	n/a	n/a	•				
project co	ompleted/certificate of							
occupanc	y issued	\$74,700	12/30/14					
Group 1 upgrade electrical systems architectu	ıral/engineering			· ·				
complete		n/a	n/a					
contruction	on contract awarded	n/a	n/a					
contracto	r/in house staff							
authorize	d to proceed	n/a	11/1/13					
		included in						
building r	permit application filed	total below	n/a					
other per		n/a	n/a					
	ompleted/certificate of	.,,	.,, _					
occupanc		\$4,400	12/30/14					
Group 2 upgrade electrical systems architectu	ıral/engineering							
complete		n/a	n/a					
•	on contract awarded	n/a	n/a					
	r/in house staff	.,, =	.,, =					
	d to proceed	n/a	11/1/13		•			
		included in						
huilding r	permit application filed	total below	n/a					
other per		n/a	n/a					
	ompleted/certificate of	11/4	11, 4		·			
occupanc		\$18,000	12/30/14			·		
TOTAL PHASE 1		\$572,400			·		\$551,000	

### EST. PROJECT TIME LINE - Phase 2

PROJECT TAX CREDIT NO.

1/1/15-12/30/15

Building/			Completion			(	Completion
Group QRE	***************************************	Cost	Date	Bldg. Non-QRE work		Cost	Date
211 repair masonry	architectural/engineering			319 repair/replace	architectural/engineering		
	completeted	TBD	n/a	windows	completeted	n/a	n/a
•	contruction contract awarded contractor/in house staff	n/a	1/30/15		contruction contract awarded contractor/in house staff	n/a	n/a
	authorized to proceed	n/a	1/30/15		authorized to proceed	n/a	1/30/15
		included in				included in	
	building permit application filed	total below	n/a		building permit application filed	total below	n/a
	other permitting project completed/certificate of	n/a	n/a		other permitting project completed/certificate of	n/a	n/a
	occupancy issued	\$4,000	3/30/15		occupancy issued	\$12,000	3/30/15
212 repair fire escape	architectural/engineering			113 improve	architectural/engineering		
	completeted	n/a	n/a	hall/entryway	completeted	TBD	
	contruction contract awarded contractor/in house staff	n/a	1/30/15		contruction contract awarded contractor/in house staff	n/a	n/a
	authorized to proceed	n/a	1/30/15		authorized to proceed	n/a	1/1/15
		included in				included in	
	building permit application filed	total below	n/a		building permit application filed	total below	TBD
	other permitting project completed/certificate of	n/a	n/a		other permitting project completed/certificate of	n/a	n/a
	occupancy issued	\$6,600	3/30/15		occupancy issued	\$6,000	6/30/15
212 create 2nd floor egress	architectural/engineering			311 repair/replace roof	architectural/engineering		
	completeted	TBD		•	completeted	n/a	n/a
	contruction contract awarded	n/a	n/a		contruction contract awarded	n/a	n/a

#### EST. PROJECT TIME LINE - Phase 2

PROJECT TAX CREDIT NO. \_\_\_\_\_

1/1/15-12/30/15

nouse staff proceed it application filed	n/a	<b>Date</b> 10/1/14	Bldg.	Non-QRE work	contractor/in house staff	Cost	Date
proceed		10/1/14					
		10/1/14					
it application filed	included in				authorized to proceed	n/a	6/1/15
it application filed						included in	
	total below	10/1/14			building permit application filed	total below	n/a
	n/a	n/a			other permitting project completed/certificate of	n/a	n/a
	\$76,500	3/30/15			occupancy issued	\$8,000	9/30/15
engineering				•			
	n/a	n/a					
	n/a	n/a					
	n/a	1/1/14			•		
proceed		_, _,					
it application filed		n/a					
	•	,					
	\$82,000	6/30/15				•	
engineering							
	n/a	n/a					
	n/a	n/a					
	n/a	6/1/15					
proceed		0/1/13					
it application filed		n/a			•		
	11,4	1., a					
	\$56,000	9/30/15					
engineering							
	n/a	n/a					
ontract awarded				•			
	•	•					
	n/a	6/1/15					
-	included in						
it application filed	total below	n/a					
	eted/certificate of ued engineering ontract awarded house staff proceed it application filed ng eted/certificate of ued engineering ontract awarded house staff proceed it application filed ing eted/certificate of ued engineering ontract awarded house staff proceed it application filed ing eted/certificate of ued engineering ontract awarded house staff proceed ontract awarded house staff proceed	eted/certificate of ued \$76,500  engineering	ng n/a n/a eted/certificate of ued \$76,500 3/30/15  engineering n/a n/a ontract awarded n/a n/a house staff proceed n/a 1/1/14 included in it application filed total below n/a ng n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering n/a n/a ontract awarded n/a n/a house staff proceed n/a 6/1/15 included in it application filed total below n/a engineering n/a n/a ontract awarded n/a n/a eted/certificate of ued \$56,000 9/30/15  engineering n/a n/a eted/certificate of ued \$56,000 9/30/15  engineering n/a n/a ontract awarded n/a n/a house staff proceed n/a 6/1/15 included in	ng n/a n/a eted/certificate of ued \$76,500 3/30/15  engineering n/a n/a ntract awarded n/a n/a house staff proceed n/a 1/1/14 included in it application filed total below n/a ng n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering n/a n/a nha nha nha nha nha nha nha nha nha nh	ng n/a n/a eted/certificate of ued \$76,500 3/30/15  engineering  n/a n/a ontract awarded n/a n/a house staff proceed n/a 1/1/14 included in it application filed total below n/a ng n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering  n/a n/a ontract awarded n/a n/a house staff proceed n/a 6/1/15 included in it application filed total below n/a n/a n/a eted/certificate of ued \$56,000 9/30/15  engineering  n/a n/a ontract awarded n/a n/a included in it application filed total below n/a ing n/a n/a eted/certificate of oued \$56,000 9/30/15  engineering  n/a n/a ontract awarded n/a n/a house staff proceed n/a 6/1/15 included in	ng n/a n/a n/a other permitting project completed/certificate of ued \$76,500 3/30/15 occupancy issued  engineering  n/a	ng n/a n/a project completed/certificate of ued \$76,500 3/30/15 occupancy issued \$8,000 engineering  n/a n/a n/a n/a n/a n/a n/a n/a included in total below n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering  n/a n/a n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering  n/a n/a n/a eted/certificate of ued \$82,000 6/30/15  engineering  n/a n/a n/a house staff proceed  n/a n/a n/a n/a eted/certificate of ued \$56,000 9/30/15  engineering  n/a n/a n/a eted/certificate of ued \$56,000 9/30/15  engineering  n/a n/a n/a included in included i

### **EST. PROJECT TIME LINE - Phase 2** 1/1/15-12/30/15

PROJECT TAX CREDIT NO. \_\_\_\_\_

Building/ Completion Completion Group QRE Cost **Date** Bldg. Non-QRE work Cost Date other permitting n/a n/a project completed/certificate of occupancy issued \$55,000 9/30/15 215 repair/replace windows architectural/engineering completeted n/a n/a contruction contract awarded n/a n/a contractor/in house staff authorized to proceed 6/1/15 n/a included in building permit application filed total below n/a other permitting n/a n/a project completed/certificate of occupancy issued \$12,000 9/30/15 314 repair/replace roof architectural/engineering completeted n/a n/a contruction contract awarded n/a n/a contractor/in house staff authorized to proceed 6/1/15 n/a included in building permit application filed total below n/a other permitting n/a n/a project completed/certificate of \$6,000 9/30/15 occupancy issued repair/replace and paint trir architectural/engineering Group 2 completeted n/a n/a contruction contract awarded n/a n/a contractor/in house staff authorized to proceed 3/1/15 n/a building permit application filed n/a n/a other permitting n/a n/a project completed/certificate of occupancy issued \$28,400 9/30/15 architectural/engineering 216 repair/replace windows completeted n/a n/a contruction contract awarded n/a n/a

#### **EST. PROJECT TIME LINE - Phase 2**

PROJECT TAX CREDIT NO.

1/1/15-12/30/15

Building/	•			Completion				Com	pletion
Group	QRE	·	Cost	Date	Bldg.	Non-QRE work		Cost	Date
		contractor/in house staff							
		authorized to proceed	n/a	. 6/1/15					
			included in	•					
		building permit application filed	total below	n/a					
	•	other permitting project completed/certificate of	n/a	n/a					
		occupancy issued	\$19,200	9/30/15					
Group 2	plumbing improvements	architectural/engineering						-	
-		completeted	n/a	n/a					
		contruction contract awarded contractor/in house staff	n/a	n/a					
		authorized to proceed	n/a included in	1/1/15	-				
		building permit application filed	total below	n/a					
		other permitting project completed/certificate of	n/a	n/a					
		occupancy issued	\$12,000	9/30/15					
TOTAL PI	HASE 2		\$357,700				\$26,	000	

#### **EST. PROJECT TIME LINE - Phase 3**

PROJECT TAX CREDIT NO. \_\_\_\_\_

1/1/16-12/30/16

Building/			Completion					Completion
Group QRE		Cost	Date	Bldg.	Non-QRE work	<del></del>	Cost	Date
113 repair/replace windows	architectural/engineering				remove transforme	r architectural/engineering		,
· - <b></b> · · · · · · · · · · · · · · · · ·	completeted	n/a	n/a		tower	completeted	n/a	n/a
	contruction contract awarded contractor/in house staff	n/a	n/a			contruction contract awarded contractor/in house staff	n/a	n/a
	authorized to proceed	n/a included in	3/30/16			authorized to proceed	n/a	3/30/16
	building permit application filed	total below	n/a			building permit application filed	n/a	n/a
	other permitting project completed/certificate of	n/a	n/a			other permitting project completed/certificate of	n/a	n/a
	occupancy issued	\$24,000	6/30/16			occupancy issued	\$15,000	6/30/16
114 repair/repace doors	architectural/engineering							
•	completeted	n/a	n/a					
	contruction contract awarded contractor/in house staff	n/a	n/a					
	authorized to proceed	n/a included in	3/30/16			·		
•	building permit application filed	total below	n/a					
	other permitting project completed/certificate of	n/a	n/a					
	occupancy issued	\$2,500	6/30/16					
·								

#### **EST. PROJECT TIME LINE - Phase 3**

PROJECT TAX CREDIT NO. \_\_\_\_\_

1/1/16-12/30/16

Building/			Completion					Co	mpletion
Group QRE		Cost	Date	Bldg.	Non-QRE work			Cost	Date
318 repair/replace masonry	architectural/engineering	*						····	-
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a		•				
	contractor/in house staff								
	authorized to proceed	n/a	3/30/16				•		
		included in							
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of								
	occupancy issued	\$14,000	12/30/16						
Group 3 majority of fire									
suppression/life safety									
systems upgraded and/or	architectural/engineering								
replaced	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
•	contractor/in house staff								
	authorized to proceed	n/a	3/30/16		,				•
		included in			. *				
	building permit application filed	total below	n/a						
· .	other permitting	n/a	n/a			•			
	project completed/certificate of								
	occupancy issued	\$210,000	12/30/16				•		
TOTAL PHASE 3		\$250,500						\$15,000	

#### **EST. PROJECT TIME LINE - Phase 4**

NO. \_\_\_\_\_

1/1/17-12/30/17

ng/ O QRE		Cost	Completion	n	Nam OBE made				ompletion
— QRE		Cost	Date	Blag.	Non-QRE work	<del></del>		Cost	Date
314 repair/replace floors	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff	,	, -						
	authorized to proceed	n/a	1/1/17						
	building permit application filed	n/a	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of	•	•						
	occupancy issued	\$19,000	3/30/17						
316 replace door	architectural/engineering								
·	completeted	n/a	n/a			•			
	contruction contract awarded	n/a	n/a						
	contractor/in house staff								
	authorized to proceed	n/a	1/1/17						
	building permit application filed	n/a	n/a						
	other permitting	n/a	n/a		`				
	project completed/certificate of								
	occupancy issued	\$2,000	3/30/17						
317 replace door	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff								
	authorized to proceed	n/a	1/1/17						
	building permit application filed	n/a	n/a						
	other permitting	n/a	n/a				•		
	project completed/certificate of								
	occupancy issued	\$1,600	3/30/17						
318 replace roof	architectural/engineering								
	completeted	TBD	1/1/17						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff								
	authorized to proceed	n/a	1/1/17						
		included in							
	building permit application filed	total below	1/1/17						

### **EST. PROJECT TIME LINE - Phase 4** 1/1/17-12/30/17

Building	<b>/</b>	-		Completion					Completion
Group	QRE		Cost	Date	Bldg.	Non-QRE work		Cost	Date
		other permitting	n/a	n/a					
		project completed/certificate of							
		occupancy issued	\$12,000	3/30/17					
Group :	2 remainder of fire								
,	suppression/life safety								
	systems upgraded and/or replaced	architectural/engineering completeted					·		
		contruction contract awarded contractor/in house staff	n/a	n/a					
		authorized to proceed	n/a	1/1/17					
			included in	<b>-, -, -</b> -					
		building permit application filed	total below	1/1/17					
		other permitting	n/a	n/a					
		project completed/certificate of		•					
		occupancy issued	\$50,000	3/30/17		-			
31	4 repair/replace masonry	architectural/engineering			-				
	, , ,	completeted	n/a	n/a					
		contruction contract awarded contractor/in house staff	n/a	3/1/17					
		authorized to proceed	n/a	3/1/17					
		·	included in						
		building permit application filed	total below	n/a					
		other permitting project completed/certificate of	n/a	n/a					
		occupancy issued	\$12,000	6/30/17					
31	5 repair/replace windows	architectural/engineering							
		completeted	n/a	n/a					
		contruction contract awarded contractor/in house staff	n/a	n/a					
		authorized to proceed	n/a	1/1/17					
			included in	r /-					
		building permit application filed	total below	n/a /-					
		other permitting project completed/certificate of	n/a	n/a					
		occupancy issued	\$8,000	6/30/17					

#### **EST. PROJECT TIME LINE - Phase 4**

1/1/17-12/30/17

Building/			Completion					C	ompletion
Group QRE		Cost	Date	Bldg.	Non-QRE work		Co		Date
316 repair/replace windows	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a		•				
	contractor/in house staff			•	•				
	authorized to proceed	n/a	1/1/17						
		included in							
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of								
	occupancy issued	\$22,000	6/30/17						
314 repair/replace windows	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff	.,, =	.,, a						
	authorized to proceed	n/a	1/1/17			·		٠	
		included in							
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of								
	occupancy issued	\$36,000	9/30/17						
318 repair/replace windows	architectural/engineering								
	completeted	n/a	n/a						
	contruction contract awarded	n/a	n/a						
	contractor/in house staff	1., 4	11/ 4						
	authorized to proceed	n/a	1/1/17						
	:	included in	1, 1, 1,						
	building permit application filed	total below	n/a						
	other permitting	n/a	n/a						
	project completed/certificate of	nyu	11/4						
	occupancy issued	\$10,000	9/30/17						
Group 3 remainder of fire									
suppression/life safety									
systems upgraded and/or									
replaced	completeted								
	contruction contract awarded	n/a	n/a						

#### **EST. PROJECT TIME LINE - Phase 4**

1/1/17-12/30/17

NO.	<del></del>
-----	-------------

Building/			Completion					Completion
Group QRE		Cost	Date	Bldg.	Non-QRE work		Cost	Date
	contractor/in house staff						,	
	authorized to proceed	n/a	1/1/17					
		included in						
	building permit application filed	total below	1/1/17					
	other permitting	n/a	n/a					
	project completed/certificate of							
	occupancy issued	\$35,400	12/30/17					
Group 3 upgrade electrical systems	architectural/engineering					•		
	completeted							
	contruction contract awarded	n/a	n/a					
	contractor/in house staff							
	authorized to proceed	· n/a	1/1/17					
	·	included in						
•	building permit application filed	total below	1/1/17					
	other permitting	n/a	n/a					
	project completed/certificate of	•						
	occupancy issued	\$10,000	12/30/17					
	, ,							
		\$218,000						

#### **EST. PROJECT TIME LINE - Phase 5**

1/1/18-12/30/18

NO. \_\_\_\_\_

Building/			Completion		•	Completion
Group QRE		Cost	Date	Bldg. Non-QRE work	Cost	-
111 repair/replace masonry	architectural/engineering			·		
· - <b>-</b> , · - <b>-</b> , · - <b>-</b> ,	completeted	n/a	n/a			
	contruction contract awarded	n/a	3/1/18			
	contractor/in house staff	•				
	authorized to proceed	n/a	3/1/18			
		included in				
	building permit application filed	total below	n/a			
	other permitting	n/a	n/a			
	project completed/certificate of		-4			
	occupancy issued	\$8,000	6/30/18			
111 repair/replace windows	architectural/engineering					
• • •	completeted	n/a	n/a			
	construction contract awarded	n/a	3/1/18			
	contractor/in house staff					
	authorized to proceed	n/a	3/1/18			
		included in				
	building permit application filed	total below	n/a			
	other permitting	n/a	n/a	•		
	project completed/certificate of	100 100	0.400.440			
	occupancy issued	\$38,400	9/30/18			
Group 3 repair/replace and paint	architectural/engineering					
trim and siding	completeted	n/a	n/a			
,	contruction contract awarded	n/a	n/a			
	contractor/in house staff					
	authorized to proceed	n/a	3/1/18			
		included in				•
	building permit application filed	total below	n/a	·		
	other permitting	n/a	n/a			
	project completed/certificate of	<b>4EE 000</b>	0/20/40			
	occupancy issued	\$55,000	9/30/18			
TOTAL PHASE 5		\$101,400				

#### **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"]

already sent in



### State of Rhode Island and Providence Plantations

Form HTC-V-2013



13130399990101

#### Historic Structures Tax Credit Processing Fee Form

Name			F.	deral employer identification	number	
Mosaico Business	-	•	ŧ			
Address 240 High Street						
Address 2						
City, town or post offic	<b>).</b>	State ZIP code	E-	mall address	140 & 50 Year (	
Bristol	z www.stremen.com/www.stremen.com/en.com/stremen.com/en.com/stremen.com/	RI 02809	e con se so Los	and the entire production of the state of th	hales to see of the end of see - 22-	ರ್ವೇಷ-೧೯೬೩ ಕಟೇ ನಿರ್ವಹಿಸುವ ಮತ್ತು ನಗಳ ತರ್ಗಾಗಿ ತಮ್ಮ
Part A - Project		Company (Bristol Indust	trial Park)1			
1 Project name:	500 Wood Stree	t, Bristol, RI 02809	<u>, a. 6 </u>	energene en	N. 28 28 1	
2 Project location:	13-16	en e	,	. १५८२ (च्या १४४) राज्या स्थापन च ४ (च्या १४) स्थापन राज्यस्य सम्बद्धाः स्थापन स्थापन स्थापन स्थापन स्थापन स्थ स्थापन	en e	
3 Project number:		Complete lines 1. 2. 3 a			m vour F	orm HTC-13. compl
Part B - Process	ing Fee Calcula	Complete lines 1, 2, 3 a tion lines 1 through 7. NOT what you initially applie	E: You cannot ed for. If line 6	receive more Historic Prese Is more than line 3, you mus	ervätion T st change	ax Credits 2013 tha line 4 or 5, or both.
1 Estimated Qu	alified Rehabilitati	on Expenditures from 20	113 applicati	on - Form HTC-13	1	1,600,000 00
2 Credit Percent	age Elected - 20%	or 25% from 2013 appli	cation - Forr	n HTC-13	2	25 %
3 Estimated Hist	toric Preservation	Tax Credits 2013 from 20	13 applicatio	n - Form HTC-13	3	400,000 00
4 Revised Estim	ated Qualified Rel	nabilitation Expenditures			4	and the state of t
5 Revised Credi	t Percentage Elec	ted - 20% or 25%	**********		5	%
6 Revised Estin	nated Historic Pre	servation Tax Credits 20	13 amount	CANNOT BE MORE THAN LINE 3 CREDIT AMOUNT	6	
7 Total processi	ng fee due. Multi	ply line 1 or line 4, which	ever is appl	icable, by 3% (0.0300).	7	48,000 00
Pursuant to R.I.G.L processing fee equ Historic Preservation If you are revising to cation for Rhode Is	. 44-33.6, Historic I ai to 3% of Qualific on Tax Credits 201 he amount of Esti land Historic Preserva Historic Preserva	mated Qualified Rehabilita ervation Tax Credits 2013, tion Tax Credits associate	2013, applica tures as esti ation Expend , you acknow	ints are required to pay a mated on their Applicati litures for which you inliviedge and agree that yo	a non-rei on for Ri tially app u walve	fundable hode Island blied on your App all rights, claims
` This 3% non-refund this program.  Qual	lable processing fo	ee must be paid prior to e we 30 days from the date refundable fee, and enter	of Part 2 cer	tification from the RI His	torical F	reservation &
Under penalties of Applicant signature	perjury, I declare that	I have examined this form and Print name	to the best of n	ny knowledge and belief, it is t Date	CONTRACTOR OF THE PARTY OF THE	ate and complete.
Resado	£1444	Merritt K. Meye	į	7/7/14		n - kansar Palaga kanda di 400 da 1995 di basa Baranga di kanda di
Applicant address 64 High	Street	City, town or post office Bristol	State RI	ZIP Code 02809		