

# The Leonard J. Irving Center, Inc.

81 West St. Suite 2112

Attleboro, MA 02703

RECEIVED

December 17, 2018

DEC 21 2018

MA Dept. of Public Health  
99 Chauncy Street  
Boston, MA 02111

The Commonwealth of Massachusetts

Department of Public Health

Medical Use of Marijuana Program

RMD Applications

99 Chauncy Street, 11<sup>th</sup> Floor

Boston, MA 02111

Re: Siting Profile 1 of 1 Request for Information

Dear Elizabeth Chen,

In response to the Departments Request for Information dated October 26, 2018, the applicant submits the following information:

1. The applicant wrote in a letter to the Department on July 27, 2018 that stated that 70 Frank Mossberg Dr. was going to be used for marijuana infused product production. This was misstated. The production of MIPs will take place at 76 Frank Mossberg Dr. The siting profile application submitted is correct because it states that 76 Frank Mossberg Dr. will be used for cultivation and MIP production. 70 Frank Mossberg Dr. will be used for the dispensary only.
2. The conceptual site plan has changed since originally submitted on July 27, 2018. Two site plans are attached. The first one shows the two parcels with existing conditions and are labeled with the corresponding addresses. The second shows the site layout plan for the two proposed buildings. 70 Frank Mossberg Dr. site currently has an existing building on it. That building will be demolished and replaced with a 3540 sqft dispensary. 76 Frank Mossberg Dr. is currently a vacant piece of land. The proposed building is shown on the second site layout plan attached. Each site will have a standalone building.
3. Attached are exhibits A for both leases. Exhibit A for 76 Frank Mossberg Dr. states the Lessee has 10% interest in the land. 90% of this property is intended to be occupied by Ashli's Farm, Inc. and Ashli's Extracts, Inc., corporations owned by the same parties that own The Leonard J Irving Center, Inc., and who hold provisional licenses for cultivation and manufacturing with the

CCC. The Leonard J Irving Center, Inc. is intended to co-locate with the adult use entities at 76 Frank Mossberg Dr. Exhibit A for 70 Frank Mossberg Dr. describes the property that will be leased. This property will also be a shared facility. The owners of The Leonard J Irving Center, Inc. are also the same owners of Ashli's, Inc., a corporation who holds a retail provisional license with the CCC. The total square footage of the proposed retail building is 3540 sq.ft. The Leonard J Irving Center, Inc. and Ashli's, Inc. will share the space and provide separate cash registers for medical and adult use customers to comply with the co-location regulations.

4. Both sites require building new structures. The leases are vague in regard to square footage until all plans have approved.
5. The applicant received an additional request for information from the Department on December 5, 2018 clarifying question #5. John Irving is the buyer in the Purchase and Sale Agreement for 76 Frank Mossberg Dr. John Irving will assign the Purchase and Sale Agreement at closing to 76 Frank Mossberg Dr. Realty LLC.
6. The Department requested the Deed for 76 Frank Mossberg Dr. but in its communication to the Applicant on December 5, 2018 it states it will accept the Purchase and Sale agreement and does not need the deed. Attached is the original Purchase and Sale Agreement as well the 4 amendments to it.

Sincerely,



Ashley L Irving

President/CEO

The Leonard J. Irving Center, Inc.





**Exhibit A**

**76 Frank Mossberg Drive  
Attleboro, MA 02703**

**An undivided Ten (10%) percent interest in the land commonly known as 76 Frank Mossberg Drive,  
Attleboro, Massachusetts, which lot is shown as Lot 11 on Land Court Subdivision Plan of Land 12162F.**

Exhibit "A"

The land, together with the buildings and improvements thereon, located in Attleboro, Bristol County, Massachusetts, situated on the westerly side of Extension Street and the southerly side of Frank Mossberg Drive in Attleboro Industrial Park, containing 49,807 square feet, more or less, and bounded and described as follows:

Beginning at a point in the westerly side line of Extension Street (said point being a P.T. of a curve with a radius of 30 feet) and also being at the intersection of Extension Street and Frank Mossberg Drive;

Thence running S. 39° 31' 30" W. along said Extension Street a distance of one hundred seventy (170) feet;

Thence turning and running N. 50° 28' 30" W. along other land now or formerly of Charles McLaughlin a distance of two hundred fifty (250) feet;

Thence turning and running N. 39° 31' 30" E. along land of Josten's Inc. a distance of two hundred (200) feet to the southerly side line of Frank Mossberg Drive;

Thence turning and running S. 50° 28' 30" E. along said Frank Mossberg Drive a distance of two hundred twenty (220) feet to a P.T. of a curve with a radius of 30 feet;

Thence turning and running easterly and southerly along the arc of said curve with a radius of 30 feet, a distance of forty-seven and 12/100 (47.12) feet to the P.T. of said curve and the point of beginning.

The above described parcel of land is further identified as being Lot 5-F, New Plan 147 in the City of Attleboro Assessor's Records and shown on "Plan of Land in Attleboro Industrial Park in Attleboro, Mass. To be conveyed to Charles McLaughlin, Scale 40 feet to an inch, November 1975, James A. Freeman Engineering, Inc." said plan recorded with the Bristol County ND Registry of Deeds in Plan Book 155, Page 7.

Said Parcel One being subject to the conditions and restrictions, to the extent applicable, contained in the following deeds to Charles McLaughlin from the Attleboro Redevelopment Authority, a public body and politic and corporate, (1) Deed dated December 30, 1975, and recorded with the Bristol County ND Registry of Deeds in Book 1695, Page 167; and (2) Deed dated June 28, 1976, and recorded with the Bristol County ND Registry of Deeds in Book 1707, Page 518.

# STANDARD FORM COMMERCIAL PURCHASE AND SALE AGREEMENT

This 24<sup>th</sup> day of May, 2018  
Orion Realty Company, Inc., of 102C Pond Street, Seekonk, MA 02771

## 1. PARTIES AND MAILING ADDRESSES

hereinafter called the SELLER, agrees to SELL and  
John Irving, or his nominee, of 71 Tanager Road, Attleboro, MA 02703

(fill in)

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

## 2. DESCRIPTION (fill in and include title reference)

The land commonly known as 76 Frank Mossberg Drive, Attleboro, MA, consisting of 4.39 acres, known as a portion of Attleboro Assessor's Map 147, Lot 1, and more particularly described on subdivision plan to be prepared. See Paragraph 46, of Rider "A" attached hereto for further language regarding description

## 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

The parties acknowledge this is vacant land.

## 4. TITLE DEED (fill in)

\*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) ~~Existing rights and obligations in party walls which are not the subject of written agreement;~~
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) ~~Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;~~

~~(f)~~

## 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

## 6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient for issuance of a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.

## 7. PURCHASE PRICE (fill in); space is allowed to write out the amounts if desired

The agreed purchase price for said premises is Eight Hundred Seventy-eight Thousand and 00/100 Dollars

878,000.00

\$ 10,000.00

\$

\$ 868,000.00

have been paid as a deposit this day and

are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

\$

\$ 878,000.00

TOTAL

dollars, of which



8. **TIME AND PERFORMANCE, DELIVERY OF DEED (fill in)** Such deed is to be delivered at 10:00 o'clock AM. on the 45th day of 20 at the following the expiration of the Due Diligence period, as it may be extended, provided for herein, at the offices of John F. D. Jacobi, III, Esquire, Coogan Smith, LLP, 144 Bank Street, Attleboro, MA 02703 Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Notwithstanding any inconsistent provisions in this Agreement, SELLER shall have no obligation to perform under this Agreement on or after October 1, 2018
9. **POSSESSION and CONDITION of PREMISES (attach a list of exceptions, if any)** Full possession of said premises free of all tenants and occupants, ~~except as herein provided~~, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, ~~and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof.~~
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired).** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER <sup>shall</sup> elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.  
"Reasonable Efforts" shall not require SELLER to expend more than \$5,000.00 pursuant to this paragraph.
11. **FAILURE TO PERFECT TITLE OR MAKE PERMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER's ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either  
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or  
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance of a deed by the BUYER or the BUYER's nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:  
\*Insert amount  
(list additional types of insurance and amounts as agreed)  

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$ As presently insured
(b)	
16. **ADJUSTMENTS (list operating expenses, if any, or attach schedule)** ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~



17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. ~~BROKER'S FEE~~ (fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of ~~is due from the SELLER to~~ NO BROKER  
the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.
19. ~~BROKER(S) WARRANTY~~ (fill in name) The Broker(s) named herein ~~warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~ NO BROKER
20. DEPOSIT (fill in name) All deposits made hereunder shall be held in escrow by John F. D. Jacobi, III, Esquire as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing,~~ which shall be Seller's sole remedy, at law, or in equity.
22. ~~BROKER AS PARTY~~ The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
24. WARRANTIES AND REPRESENTATIONS (fill in; if none, state "none"; if any listed, indicate by whom each warranty or representation was made) The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this agreement. If any warranties or representations were relied upon by the BUYER, they are set forth here or incorporated elsewhere in this agreement:  
NONE
25. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ ~~at prevailing rates, terms and conditions.~~ If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before ~~20~~ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before ~~20~~.

there are no leases or tenancies relating to the Premises.

26. LEASES AND  
TENANCY  
AGREEMENTS

The SELLER warrants and represents that ~~(i) the schedule attached hereto and made a part hereof provides complete and correct information with respect to all existing tenants of the premises and (ii) true and complete copies of all leases or other tenancy agreements between the SELLER and such tenants (including related notices and correspondence) have been furnished to the BUYER. Original counterparts thereof shall be furnished to the BUYER together with the deed. The SELLER shall credit the BUYER as an adjustment to the purchase price with the amount of all security deposits and advance rental payments received from tenants. The SELLER shall further execute and deliver to the BUYER, upon delivery of the deed, an assignment of said leases and other tenancy agreements in form reasonably satisfactory to the BUYER together with a signed notice to each tenant that the premises have been sold to the BUYER and that all rents should be paid to the BUYER thereafter. The SELLER shall not arrange for the re-renting of any rental space in the premises which may be or become vacant prior to the delivery of the deed or enter into any new tenancy agreement or waive any rights under any existing tenancy agreement or terminate any such agreement (except pursuant to the provisions thereof) without obtaining in each case the prior written approval of the BUYER, which shall not be unreasonably withheld or delayed.~~

27. PERSONAL  
PROPERTY

~~All equipment, supplies and other tangible personal property owned by the SELLER now being used in connection with the maintenance and operation of the premises and not consumed in the ordinary course of operations prior to the delivery of the deed shall be transferred in as is condition by the SELLER to the BUYER at the time of such delivery by bill of sale in customary form without additional cost or charge to the BUYER.~~

28. ADDITIONAL  
DOCUMENTS

The SELLER shall furnish to the BUYER, upon the delivery of the deed, (i) a non-foreign affidavit in the compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the BUYER, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and that no parties other than those specified in said affidavit are in occupancy of any portion of the premises; and (iii) such additional affidavits and certificates as the BUYER or the BUYER's mortgage lender may reasonably request.

29. SELLER'S  
WARRANTIES

~~The SELLER warrants, represents and agrees as follows:~~

- ~~(i) The SELLER has not received written notice of any pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the premises and has no knowledge that any such proceeding is contemplated.~~
- ~~(ii) The SELLER has not received written notice from the holder of any mortgage on the premises, any insurance company that has issued a policy with respect to the premises, or any board of fire underwriters (or other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations or other work to, the premises not completed as of the date hereof.~~
- ~~(iii) There are no management, service, equipment, supply, labor, maintenance or similar agreements with respect to or affecting all or any portion of the premises which shall be binding upon the BUYER subsequent to the delivery of the deed.~~
- ~~(iv) The SELLER has paid or will pay in full prior to delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the premises except to the extent that such payment is the responsibility of tenants.~~
- ~~(v) There is no action, suit, proceeding or investigation pending against the SELLER with respect to this agreement, the transactions contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.~~
- ~~(vi) The SELLER has not received written notice of any outstanding violation of any federal, state, county or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises, or of the presence or suspected presence in or under the premises of any materials which might be classified as hazardous or toxic pursuant to applicable law (other than cleaning solvents and other commercially packaged supplies).~~
- ~~(vii) The SELLER has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.~~

(viii) To the best of the SELLER'S knowledge, there are no underground storage tanks at or servicing the premises.

30. ACCESS

~~Subject to the rights of tenants, the SELLER shall make the premises available upon reasonable advance notice for inspection and measurement at any time prior to delivery of the deed by representatives and designees (including surveyors and appraisers) of the BUYER and any party proposing to provide financing in order to facilitate the BUYER'S purchase of the premises.~~

31. NOTICES

All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the parties at their respective addresses herein above set forth or any changed address notice of which is given in such manner.

32. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

33. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

Rider "A"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Orion Realty Company, Inc.

By: 

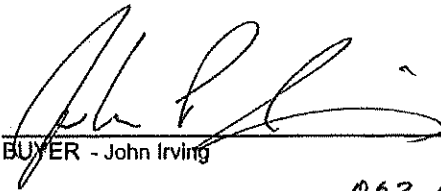
SELLER - Title

Taxpayer ID/Social Security No. \_\_\_\_\_

SELLER (or Spouse)

Taxpayer ID/Social Security No. \_\_\_\_\_

BROKER(S)

  
BUYER - John Irving

Taxpayer ID/Social Security No. 023-62-5514

BUYER

Taxpayer ID/Social Security No. \_\_\_\_\_

**RIDER "A" TO PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
ORION REALTY COMPANY, INC., AS SELLER  
AND  
JOHN IRVING, OR HIS NOMINEE, AS BUYER  
REGARDING PROPERTY AT  
76 FRANK MOSSBERG DRIVE, ATTLEBORO, MA 02703**

34. DESTRUCTION

Notwithstanding anything herein to the contrary, in the event of the damage or destruction of or to the Premises by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by eminent domain, then at BUYER'S option, this Agreement may be terminated and all funds paid hereunder by BUYER shall be immediately refunded to BUYER and this agreement shall be null and void and without further recourse to the parties hereto.

35. TITLE

Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) the Premises abut a public way, duly laid out or accepted as such by the town or city in which the Premises are located, or abut a State Highway to which said Highway the BUYER shall be allowed or granted a permit to access said State Highway.
- (b) no building, structure, improvement or property of any kind encroaches upon or under the Premises from other premises.
- (c) title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy.

36. MECHANIC'S LIENS AND PARTIES IN POSSESSION AND NON-FOREIGN STATUS.

SELLER shall execute and deliver to BUYER at the time of delivery of the deed the following:

- (a) An affidavit to the BUYER'S mortgagee and/or title insurance company (if requested) that there are no parties in possession at the Premises except as permitted herein, and that no work has been done on the Premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the Premises, and other representations that Buyer's Mortgagee or Title company may reasonably require.

- (b) An affidavit as to non-foreign status, in form and substance satisfactory to counsel to BUYER, pursuant to regulations of the Internal Revenue Service.

37. NOTICES.

All notices required hereunder shall be deemed to have been duly given if in writing and mailed by certified mail, return receipt requested, all charges prepaid, or a nationally recognized overnight delivery service, with delivery deemed upon either delivery of same, or, refusal at the notice address, addressed to BUYER or SELLER at their respective addresses designated above with a copy to JOHN F.D. JACOBI, III, Esquire, COOGAN, SMITH, LLP, 144 Bank Street - PO Box 2320, Attleboro, MA 02703 as attorney for BUYER and JAMES M. LEWIS, Esquire, 89 North Main Street, Attleboro, MA 02703, as attorney for SELLER.

38. CONTRACTS.

SELLER hereby warrants and represents that there are no contracts, oral or in writing, involving the premises which will be binding upon the BUYER or affect the premises in any manner. The provision of this paragraph shall survive delivery of the deed.

39. REPRESENTATIONS AND WARRANTIES.

SELLER makes the following representations and warranties each of which is material and relied upon by the BUYER in the purchase of the premises and each of which shall survive delivery of the deed, and each of which is to the best of the personal knowledge of William Ward and Edward Bayley, principals of SELLER:

- (a) the SELLER has not received any verbal or written notice of violations or that the Premises or any improvements thereon violate any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances, restrictions or statutes of any local, state or federal authorities or any other governmental authorities or any such notice of a violation of any restrictions, covenants, or agreements of any kind or nature. Seller has no knowledge that any of these items are contemplated;
- (b) There are no condemnation proceedings pending, or to the best of SELLER'S knowledge, contemplated against the Premises, or any part thereof, and the SELLER has received no notice, oral or written, of the intent or desire of any public authority or public utility to take or use the Premises or any part thereof;
- (c) There are no leases, contracts or other obligations existing with respect to the Premises and no person or entity has any right or option to acquire all or any portion of the premises;

- (d) All statements made and all information given to the BUYER in this Agreement, are true and accurate in every respect. No representation or warranty of the SELLER in this Agreement contains any untrue material statement or omits to state a material fact necessary to make the statements not misleading;
- (e) There is, to the best of SELLER'S knowledge, no notice, suit, order, decree, claim, writ, injunction, or a judgment relating to violations of any laws, ordinances, codes, regulations or other requirements with respect to the premises (or any portion thereof), in, of, or by any court or governmental authority having jurisdiction over the premises; and, to the best of SELLER'S knowledge, there are no liens, claims, or encumbrances relating to, affecting or with respect to the premises. Seller has received no verbal or written notice of any of these items and to the best of Seller's knowledge, none of these items are contemplated, except for matters disclosed in the Corporate Environmental Advisors reports dated March 15, 2018 and April 9, 2018;
- (f) There are no suits, actions or proceedings pending or threatening against SELLER affecting the property or SELLER'S right or power to consummate the transaction contemplated by this Agreement before any Court or administrative agency or office. To the best of Seller's knowledge, none of these items are contemplated;
- (g) There are no insolvency or bankruptcy proceedings pending or, to the best of SELLER'S knowledge, contemplated involving SELLER as debtor;
- (h) No polluting, toxic or hazardous substance or waste, including, without limitation, petroleum products, has been used, generated, treated or stored at, on or under the premises by SELLER, or to the best of SELLER'S knowledge, by others during SELLER'S ownership of the property. To the best of Seller's knowledge, there is also no such contamination of the property as a result of the contamination of adjacent properties, except for matters disclosed in the Corporate Environmental Advisors reports dated March 15, 2018 and April 9, 2018;
- (i) No portion of the premises is considered to be a wetlands or conservation land by any federal, state, or other municipal authority having jurisdiction over the Property, or, via any statute or code enacted promulgated or enforced by any of the same.

It shall be a condition of BUYER'S obligation to close under this Agreement that all warranties and representations made by SELLER hereunder shall be true as of the closing. The warranties and representations contained above shall survive the delivery of the deed.

40. SELLER'S COOPERATION.

SELLER shall cooperate with the BUYER by furnishing to BUYER such information as said BUYER may reasonably request and by allowing entry upon the premises, by representatives of the BUYER for the purpose of testing, inspection and appraisal, and shall also permit such entry by other professionals representing the BUYER, for the purpose of testing or other professional

work to be performed for the BUYER elsewhere referred to in this Agreement.

Upon the request of the attorney for BUYER, or BUYER'S mortgagee's attorney, SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may be reasonably required by said attorney, in the ordinary course of closing the transaction. If SELLER shall refuse or be unable to execute such affidavits in a manner consistent with said requirements, and as a consequence thereof, the transaction cannot be consummated, the SELLER shall be deemed to have breached a material condition of this Agreement.

#### 41. UNDERGROUND STORAGE TANKS.

~~SELLER warrants and represents that there are no underground storage tanks or other subsurface facilities holding petroleum products or hazardous substances currently in use or previously abandoned on the property. SELLER shall indemnify BUYER and hold harmless the BUYER from and for any and all costs with respect to the foregoing including without limitation any and all fines, liens, such costs and assessments levied against BUYER, attorneys fees and other costs or expenses levied or placed against the BUYER or the premises described in this Agreement resulting from or arising out of SELLER'S violation or breach of this paragraph of the Agreement. The provisions of this paragraph shall survive delivery of the deed.~~

#### 42. RIGHT TO SPECIFIC PERFORMANCE.

It is acknowledged by the SELLER that the BUYER is entering into this Agreement and is expending substantial sums of money in connection therewith, with the intention and expectation that the SELLER will sell the Premises and the improvements thereon on the Closing Date. It is expressly agreed that there shall be no conditions precedent to SELLER'S obligation to convey the Premises at the Closing (assuming payment of the Purchase Price by the BUYER in accordance with the terms hereof), and the BUYER shall have the right to enforce the terms hereof by specific performance, in addition to all other legal and equitable remedies.

#### 43. ASSESSMENTS.

SELLER shall pay and discharge at or before closing any assessment of any public or taxing authority which affects or is a lien upon the premises, including any betterments; this applies to, but is not limited to, assessments as to which an installment method of payment was previously elected, provided that BUYER shall be responsible for and shall pay any liens for municipal betterments assessed after the date of this agreement.

#### 44. APPROVALS AND CONDITIONS TO BUYER'S OBLIGATIONS.

(a) Buyer Due Diligence; Permits and Approvals. Buyer's Due Diligence Period shall commence on the date of this Agreement ("Effective Date"), and shall end on the first business day after the forty-fifth (45<sup>th</sup>) day after the Effective Date (the "Due Diligence Period"). During the Due Diligence Period and continuing through Closing, Buyer shall have the right to file and pursue all permits and other approvals (including without limitation with respect to environmental, zoning, use, variance, special permits, construction permits, demolition permits)

necessary or desirable, in Buyer's sole discretion, for Buyer to construct on and use the Property for Buyer's intended purposes, including without limitation, a 50,000 square foot building on the Property with impervious pavement and other improvements thereon, in accordance with all applicable laws and governmental authority (collectively, the "Permits and Approvals"). Seller shall cooperate (at no cost to Seller) with Buyer's efforts to obtain the Permits and Approvals, including without limitation, by providing authority for Buyer to apply for Permits and Approvals and by executing permit and other applications in connection therewith. Any invasive activity on the premises shall be preceded by not less than 48 hours' notice to SELLER, which notice shall include a description of the invasive activity, its purpose, and the approximate location of any drilling or excavation and shall not take place until such time as SELLER approves such activity.

(b) Access. During and after the Due Diligence Period, Buyer shall have the right and non-exclusive license to enter the Property, after reasonable prior notice to Seller, for the purpose of conducting such investigations, inspections, audits, analyses, surveys, tests, examinations, studies and appraisals of the Property as Buyer has deemed necessary or desirable, at Buyer's sole cost and expense, to determine whether the Property is suitable for Buyer's purposes. Notwithstanding any other provision herein to the contrary, physical inspections need not be coordinated with Seller. Buyer shall not materially alter or disturb the Property without Seller's prior written consent and Buyer shall not permit any mechanics' liens to be filed against all or any part of the Property. Seller represents that there is no business or other activity currently operating at or occurring on the Premises.

(c) Option to Terminate. If for any or no reason whatsoever, in Buyer's sole and absolute discretion, Buyer elects not to proceed with the transaction contemplated by this Agreement, then Buyer may terminate this Agreement by giving written notice of termination to Seller by the end of the Due Diligence Period, in which event (a) Escrow Agent shall promptly return the Deposit to Buyer; and (b) the parties shall have no further rights or obligations under this Agreement, except for the Surviving Obligations. If Buyer fails to notify Seller in writing before 5:00 PM local time at the Property on the last day of the Due Diligence Period that Buyer has elected to so terminate this Agreement, then Buyer shall be deemed to have elected not to terminate this Agreement in accordance with the terms and conditions of the preceding sentence.

(d) Extension. Subject to the provisions of Paragraph 8, limiting the duration of this Agreement, the Buyer shall have the right to extend the Due Diligence Period by an additional thirty (30) days, upon notice to Seller and increasing the deposit with the Escrow Agent by the sum of \$10,000.00.

45. BROKER. Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement, and each party indemnifies the other from any claim arising from the failure of such representation by the indemnifying party.

46. CONTINUATION OF PARAGRAPH 2. DESCRIPTION. The following language is added to Paragraph 2. Description:

The parties acknowledge that the land to be conveyed is subject to revision, by mutual agreement of the parties, so that the area of the conveyance may be reduced or reconfigured to accommodate



a sale by SELLER to Morin's, Inc., or its nominee. In the event that the proposed conveyance to Morin's, Inc. shall cause the area of the conveyance to be reduced or reconfigured, SELLER shall present a proposed subdivision plan to BUYER, who shall have a period of ten (10) days to accept the revised conveyance as shown on the proposed subdivision plan, in writing, or to terminate this Agreement, in writing. In the event BUYER shall so terminate, this Agreement shall become null and void, without recourse to the parties, and the deposit shall be returned to BUYER. In the event that BUYER shall accept the subdivision plan, and the area to be conveyed is reduced from 4.39 acres, the sale price shall be adjusted at the rate of \$200,000.00 per acre.

**FIRST AMENDMENT**  
**TO**  
**PURCHASE AND SALE AGREEMENT**

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**, made this 28 day of August, 2018, by and between, **Orion Realty Company, Inc.**, of 102 C Pond Street, Seekonk, Massachusetts 02771 ("Seller"), and **John Irving**, or his nominee, of 71 Tanager Road, Attleboro, Massachusetts 02703 ("Buyer");

**WHEREAS**, the Buyer and Seller entered into a Purchase and Sale Agreement dated May 24, 2018 ("Agreement"); and

**WHEREAS**, the parties wish to amend the Agreement to change the description of the property to be conveyed hereunder and the purchase price to be paid therefor;

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 2 "DESCRIPTION" and Paragraph 46 are hereby deleted and replaced by the following new Paragraph 2:

"2.	DESCRIPTION	The land commonly known as 76 Frank Mossberg Drive, Attleboro, Massachusetts, which lot is shown as Lot 11 on Land Court Subdivision Plan of Land 12162F."
-----	-------------	--

2. The purchase price, as set forth in Paragraph 7, is changed to One Million Three Hundred Four Thousand Seven Hundred Sixty (\$1,304,760.00) Dollars. The deposit shall remain as \$10,000.00, and the amount due at closing to be paid by cash, certified, cashier's, treasurer's or bank check(s) shall be \$1,294,760.00.

3. Paragraph 8 "TIME AND PERFORMANCE, DELIVERY OF DEED" is deleted and replaced by the following:

"8. TIME AND  
PERFORMANCE,  
DELIVERY OF DEED

Such deed is to be delivered at 10:00 AM on the 1<sup>st</sup> day November, 2018, at the offices of John F. D. Jacobi, III, Coogan Smith, LLP, 144 Bank Street, Attleboro, Massachusetts 02703, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement."

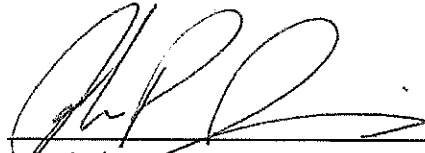
4. In all other respects, not inconsistent herewith, the parties hereby ratify and confirm the Agreement.

Seller:

Orion Realty Company, Inc.

\_\_\_\_\_  
Edward T. Bayly, Sr. – President

Buyer:

  
\_\_\_\_\_  
John Irving

**SECOND AMENDMENT  
TO  
PURCHASE AND SALE AGREEMENT**

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT, made this 31<sup>st</sup> day of OCTOBER, 2018, by and between, Orion Realty Company, Inc., of 102 C Pond Street, Seekonk, Massachusetts 02771 ("Seller"), and John Irving, or his nominee, of 71 Tanager Road, Attleboro, Massachusetts 02703 ("Buyer");

WHEREAS, the Buyer and Seller entered into a Purchase and Sale Agreement dated May 24, 2018 ("Agreement"); and

WHEREAS, the Buyer and Seller entered into a First Amendment to Purchase and Sale Agreement dated August 28, 2018 ("First Amendment"); and

WHEREAS, the parties wish to amend the Agreement to extend the closing date;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

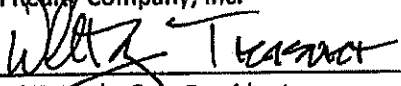
1. Paragraph 8 "TIME AND PERFORMANCE, DELIVERY OF DEED" is deleted and replaced by the following:

"8. TIME AND PERFORMANCE, DELIVERY OF DEED	Such deed is to be delivered at 10:00 AM on the 15 <sup>th</sup> day of November, 2018, at the offices of John F. D. Jacobi, III, Coogan Smith, LLP, 144 Bank Street, Attleboro, Massachusetts 02703, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement."
--	---

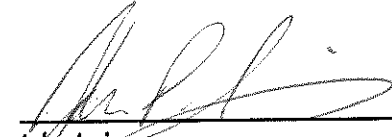
2. In all other respects, not inconsistent herewith, the parties hereby ratify and confirm the Agreement, as amended by the First Amendment.

Seller:

Orion Realty Company, Inc.

  
\_\_\_\_\_  
Edward T. Bayly, Sr. - President

Buyer:

  
\_\_\_\_\_  
John Irving

THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

The date for performance called for in Paragraph 8 of that certain Purchase and Sale Agreement dated May 24, 2018, between Orion Realty Company, Inc. as SELLER and John Irving as BUYER, is hereby extended until November 30, 2018, time still being of the essence of the Agreement, as amended.

In all other respects, the Purchase and Sale Agreement, amended by the First Amendment and Second Amendments, is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

Dated: November 15, 2018

BUYER:

  
\_\_\_\_\_  
John Irving

SELLER:

ORION REALTY COMPANY, INC.

By   
\_\_\_\_\_  
William D. Ward, Jr. Treasurer

**FOURTH AMENDMENT  
TO  
PURCHASE AND SALE AGREEMENT**

**FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT**, made this 13 day of December, 2018, by and between, **Orion Realty Company, Inc.**, of 102 C Pond Street, Seekonk, Massachusetts 02771 ("Seller"), and **John Irving**, or his nominee, of 71 Tanager Road, Attleboro, Massachusetts 02703 ("Buyer");

**WHEREAS**, the Buyer and Seller entered into a Purchase and Sale Agreement dated May 24, 2018 ("Agreement"); and

**WHEREAS**, the Buyer and Seller entered into a First Amendment to Purchase and Sale Agreement dated August 28, 2018 ("First Amendment"); and

**WHEREAS**, the Buyer and Seller entered into a Second Amendment to Purchase and Sale Agreement dated October 31, 2018 ("Second Amendment"); and

**WHEREAS**, the Buyer and Seller entered into a Third Amendment to Purchase and Sale Agreement dated November 15, 2018 ("Third Amendment"); and

**WHEREAS**, the parties wish to amend the Agreement to extend the closing date;

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

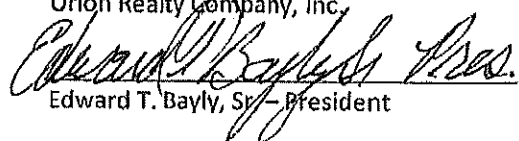
1. Paragraph 7 "PURCHASE PRICE" is hereby amended by increasing the deposit from \$10,000.00 to \$25,000.00, and further providing that the deposit is non-refundable, except in the case of a breach of this Agreement by Seller, which shall be the sole condition upon which the deposit is refundable.
2. Paragraph 8 "TIME AND PERFORMANCE, DELIVERY OF DEED" is deleted and replaced by the following:

<b>"8. TIME AND PERFORMANCE, DELIVERY OF DEED</b>	Such deed is to be delivered at 10:00 AM on the 10 <sup>th</sup> day of January, 2019, at the offices of John F. D. Jacobi, III, Coogan Smith, LLP, 144 Bank Street, Attleboro, Massachusetts 02703, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement."
---	--

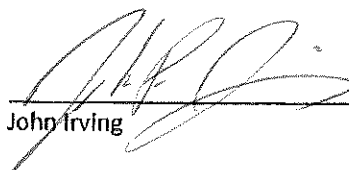
2. In all other respects, not inconsistent herewith, the parties hereby ratify and confirm the Agreement, as amended by the First Amendment.

Seller:

Orion Realty Company, Inc.

  
Edward T. Bayly, Sr. - President

Buyer:

  
John Irving