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ATTLEBORO, MASSACHUSETTS 02703

ESTABLISHED 1946

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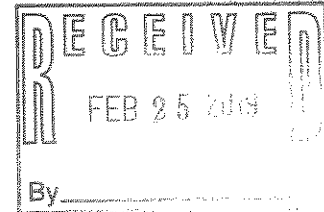
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COLLEEN E. MCGAHAN †
RUTHANNE D. WITHERS
JANE I. COOGAN-

◊ALSO ADMITTED IN RHODE ISLAND
† ALSO ADMITTED IN PENNSYLVANIA & NEW JERSEY
~ALSO ADMITTED IN NEW YORK, NEW JERSEY & RHODE ISLAND

jfj@coogansmith.com

February 22, 2019



Cannabis Control Commission
Medical Use of Marijuana Program
RMD Applications
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Request for Information dated January 30, 2019

Dear Sir/Madam:

This office represents The Leonard J. Irving Center, Inc., Ashli's, Inc., Ashli's Farm, Inc., and Ashli's Extracts, Inc. By letter dated January 30, 2019, you requested further information on two (2) issues.

The first issue is the co-location of these entities at 70 Frank Mossberg Drive, Attleboro, MA and 76 Frank Mossberg Drive, Attleboro, MA. The 70 Frank Mossberg Drive site was intended to be a shared sales facility, with The Leonard J. Irving Center, Inc. operating an RMD and Ashli's, Inc. operating a retail adult sales facility. At 76 Frank Mossberg Drive, Attleboro, Ashli's Farm, Inc. was intended to be the cultivator, Ashli's Extracts, Inc. was intended to be the manufacturing facility, and The Leonard J. Irving Center, Inc. would co-locate there for its cultivation and manufacturing function.

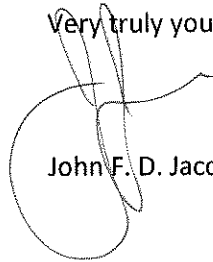
Your letter of January 30, 2019, pointed out that 935 CMR 502.002 does not allow the structure I have outlined above. Accordingly, and after consultation with a member of your staff, our clients have agreed to merge the four (4) corporations into one (1), with Ashli's, Inc., being the surviving entity. It would be intended that Ashli's, Inc. would hold the RMD License, the Adult Retail License, the Cultivation License, and the Manufacturing License. I have enclosed herewith, proposed Votes of each of the four (4) corporations, a proposed Agreement of Merger, and proposed Articles of Merger. In the event that these documents are approved, and the Cannabis Control Commission consents to this merger and re-structuring of the licenses, I will file same with the Secretary of the Commonwealth, to be effective upon filing.

If there are any issues related to this plan; questions, comments, or concerns, please do not hesitate to contact the undersigned.

The second issue raised by the January 30th letter, was the ownership of 76 Frank Mossberg Drive. I have enclosed herewith the assignment of John Irving, as the Buyer in the Purchase and Sale Agreement for that property to 76 Frank Mossberg Drive Realty, LLC. I further enclose herewith, a copy of the deed from Orion Realty to 76 Frank Mossberg Drive Realty, LLC, dated February 15, 2019. This deed was recorded on February 19, 2019, with the Bristol County Northern District Land Court Records as Document No. 10910 on Certificate of Title No. 15510, and shows that we have actually closed upon the purchase of the real estate in the name of 76 Frank Mossberg Drive Realty, LLC. As we intend to merge all of the corporations as set forth above, it would therefore not appear that we need to make any proof under 935 CMR 501.100(2)(d)(2).

As set forth above, if there are any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "John F. D. Jacobi, III". The signature is written over a large, faint circular stamp or watermark.

John F. D. Jacobi, III

JFDJ:jw

ASHLI'S, INC.

SPECIAL CONSENT MEETING OF DIRECTORS

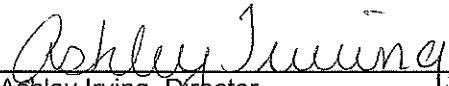
February 13, 2019

The undersigned, being the Directors of **ASHLI'S, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:


VOTED: That this corporation merge with Ashli's Farm, Inc., Ashli's Extracts, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

VOTED: To adopt the Agreement of Merger found with the records of this meeting.

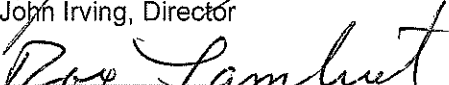
February 13, 2019



Ashley Irving, Director



John Irving, Director



Roy Lambert, Director



Robert P. Irving, Director

ASHLI'S, INC.

SPECIAL CONSENT MEETING OF SHAREHOLDERS

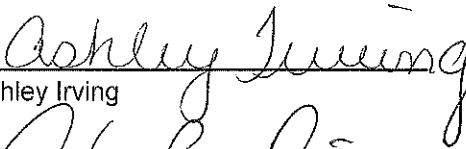
February 15, 2019

The undersigned, being the Shareholders of **ASHLI'S, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

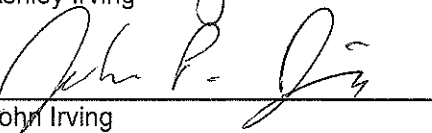
VOTED: That this corporation merge with Ashli's Farm, Inc., Ashli's Extracts, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

VOTED: To adopt the Agreement of Merger found with the records of this meeting.

February 15, 2019



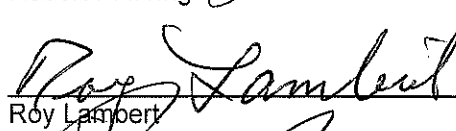
Ashley Irving



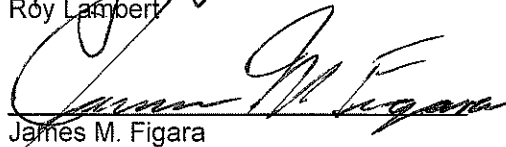
John Irving



Robert P. Irving



Roy Lambert



James M. Figara

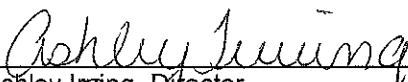
ASHLI'S FARM, INC.
SPECIAL CONSENT MEETING OF DIRECTORS
February 13, 2019

The undersigned, being the Directors of **ASHLI'S FARM, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

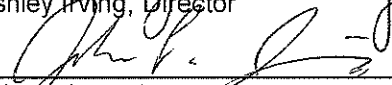
VOTED: That this corporation merge with Ashli's, Inc., Ashli's Extracts, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

VOTED: To adopt the Agreement of Merger found with the records of this meeting.


February 13, 2019




Ashley Irving, Director



John Irving, Director



Roy Lambert, Director



Robert P. Irving, Director

ASHLI'S FARM, INC.

SPECIAL CONSENT MEETING OF SHAREHOLDERS

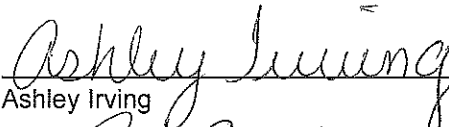
February 15, 2019

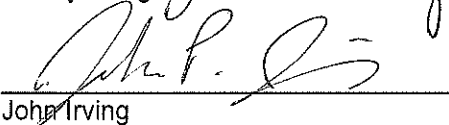
The undersigned, being the Shareholders of **ASHLI'S FARM, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

VOTED: That this corporation merge with Ashli's, Inc., Ashli's Extracts, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

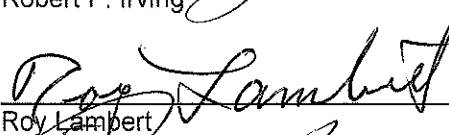
VOTED: To adopt the Agreement of Merger found with the records of this meeting.

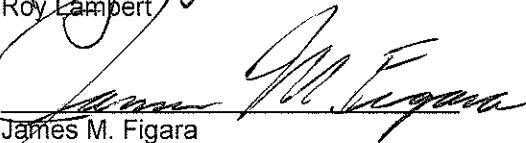
February 15, 2019


Ashley Irving


John Irving


Robert P. Irving


Roy Lambert


James M. Figara

ASHLI'S EXTRACTS, INC.
SPECIAL CONSENT MEETING OF DIRECTORS


February 13, 2019

The undersigned, being the Directors of **ASHLI'S EXTRACTS, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

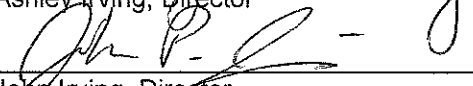
VOTED: That this corporation merge with Ashli's Farm, Inc., Ashli's, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

VOTED: To adopt the Agreement of Merger found with the records of this meeting.

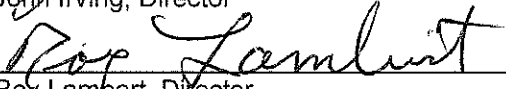
February 13, 2019



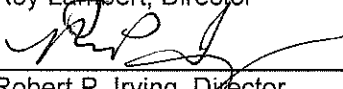
Ashley Irving, Director



John Irving, Director



Roy Lambert, Director



Robert P. Irving, Director

ASHLI'S EXTRACTS, INC.

SPECIAL CONSENT MEETING OF SHAREHOLDERS

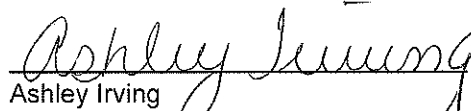
February 15, 2019

The undersigned, being the Shareholders of **ASHLI'S EXTRACTS, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

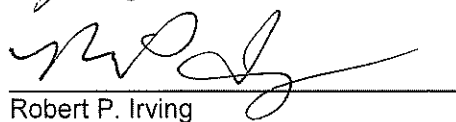
VOTED: That this corporation merge with Ashli's Farm, Inc., Ashli's, Inc., and The Leonard J. Irving Center, Inc., with Ashli's, Inc., being the surviving Corporation; and further

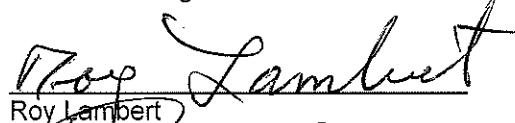
VOTED: To adopt the Agreement of Merger found with the records of this meeting.

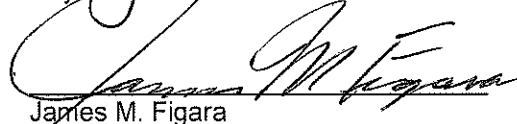
February 15, 2019


Ashley Irving


John Irving


Robert P. Irving


Roy Lambert


James M. Figara

THE LEONARD J. IRVING CENTER, INC.
SPECIAL CONSENT MEETING OF DIRECTORS

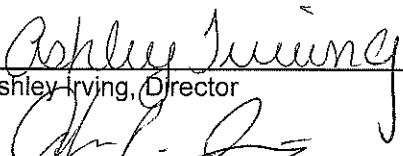
February 13, 2019

The undersigned, being the Directors of **THE LEONARD J. IRVING CENTER, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

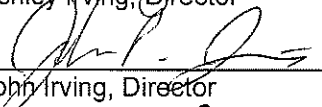
VOTED: That this corporation merge with Ashli's, Inc., Ashli's Farm, Inc., and Ashli's Extracts, Inc., with Ashli's, Inc., being the surviving Corporation; and further

VOTED: To adopt the Agreement of Merger found with the records of this meeting.


February 13, 2019




Ashley Irving, Director



John Irving, Director



Roy Lambert, Director



Robert P. Irving, Director

THE LEONARD J. IRVING CENTER, INC.

SPECIAL CONSENT MEETING OF SHAREHOLDERS

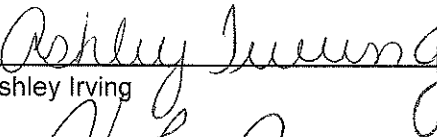
February 15, 2019

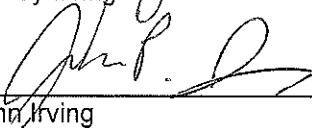
The undersigned, being the Shareholders of **THE LEONARD J. IRVING CENTER, INC.**, hereby consent to the adoption of the following votes effective as of the date set forth below, and hereby direct that this consent be filed with the records of the Corporation:

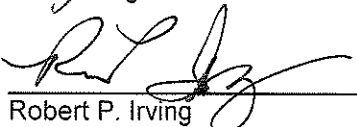
VOTED: That this corporation merge with Ashli's, Inc., Ashli's Farm, Inc., and Ashli's Extracts, Inc., with Ashli's, Inc., being the surviving Corporation; and further

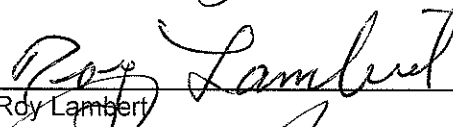
VOTED: To adopt the Agreement of Merger found with the records of this meeting.

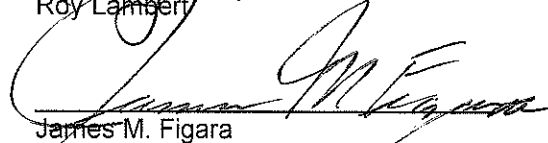
February 15, 2019


Ashley Irving


John Irving


Robert P. Irving


Roy Lambert


James M. Figara

AGREEMENT OF MERGER

Agreement of Merger dated February 13, 2019, by and among Ashli's, Inc., Ashli's Farm, Inc., Ashli's Extracts, Inc., and The Leonard J. Irving Center, Inc., all Massachusetts corporations (hereinafter respectively called "Ashli's", "AF", "AE", and "LJIC").

WHEREAS

1. The Boards of Directors of Ashli's, AF, AE, and LJIC have resolved that all four (4) corporations be merged pursuant to the Business Corporation Law of the Commonwealth of Massachusetts into a single corporation existing under the laws of the Commonwealth of Massachusetts, to wit, Ashli's, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") (and the other three (3) corporations being sometimes referred to herein as the "Non-Surviving Corporations");
2. The authorized capital stock of each corporation consists of 275,000 shares of Common stock with no par value (hereinafter called the "common stock"), of which 1000 shares are issued and outstanding;
3. The respective Board of Directors of each corporation have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree in accordance with the Business Corporation Law of the Commonwealth of Massachusetts, that LJIC, AE, AF, and Ashli's shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the Commonwealth of Massachusetts, to wit, Ashli's, which shall be the Surviving Corporation, and the parties hereto

adopt and agree to the following agreements, terms and conditions relating to the merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

1.1 Ashli's Stockholders' Meeting. Ashli's shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the Commonwealth of Massachusetts at the earliest practicable date, upon due notice thereof to its stockholders, to consider and vote upon, among other matters, adoption of this Agreement.

1.2 AF Stockholders' Meeting. AF shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the Commonwealth of Massachusetts at the earliest practicable date, upon due notice thereof to its stockholders, to consider and vote upon, among other matters, adoption of this Agreement.

1.3 AE Stockholders' Meeting. AE shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the Commonwealth of Massachusetts at the earliest practicable date, upon due notice thereof to its stockholders, to consider and vote upon, among other matters, adoption of this Agreement.

1.4 LJIC Stockholders' Meeting. LJIC shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the Commonwealth of Massachusetts at the earliest practicable date, upon due notice thereof to its stockholders, to consider and vote upon, among other matters, adoption of this Agreement.

1.5 Filing of Articles of Merger: Effective Date. If (a) this Agreement is adopted by the stockholders of each of the four (4) corporations in accordance with the Business Corporation Law of the Commonwealth of Massachusetts, (b) and the merger has been approved by the Massachusetts Cannabis Control Commission; and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then

Articles of Merger shall be filed in accordance with the Business Corporation Law of the Commonwealth of Massachusetts. The Merger shall become effective as of the date of filing, which date and time are herein referred to as the "Effective Date".

1.6 Certain Effects of Merger. On the Effective Date, the separate existence of AF, AE, and LJIC shall cease, and each shall be merged into Ashli's, which, as the surviving corporation, shall possess all the rights, privileges, powers and franchises of a public as well as a private nature, and be subject to all the restrictions, disabilities and duties of each of the Non-Surviving Corporations; and all rights, privileges, powers, franchises and subscriptions, and all other things in action or belonging to each of the Non-Surviving Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Non-Surviving Corporations, and the title to any personal property vested by bill of sale or otherwise, under the laws of Massachusetts or in any other jurisdiction, in the Non-Surviving Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Non-Surviving Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Non-Surviving Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of the Non-Surviving Corporations, or the corresponding officers of the Surviving Corporation, may, in the name of the Non-Surviving Corporations, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the Non-Surviving Corporations' property, rights, privileges, powers,

franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Ashli's, Inc.

2.2 Certificate of Incorporation. The Certificate of Incorporation of Ashli's, Inc. as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of Ashli's, Inc. as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

Each issued share of the common stock of the Non-Surviving Corporations shall be canceled without any consideration being provided therefor. Each issued share of the Surviving Corporation shall not be converted or exchanged in any manner, and all such shares of common stock which are outstanding as of the effective time of the merger shall continue to be outstanding after the effective time of the merger.

4. Miscellaneous

4.1 This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of each of the corporations, if the Board of Directors of any of the four (4) corporations duly adopt a resolution abandoning this Agreement of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart

shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed under seal by each of the corporations.

Ashli's, Inc.

By: Ashley Irving
Ashley Irving, President

Ashli's Farm, Inc.

By: Ashley Irving
Ashley Irving, President

Ashli's Extracts, Inc.

By: Ashley Irving
Ashley Irving, President

The Leonard J. Irving Center, Inc.

By: Ashley Irving
Ashley Irving, President

D
PC

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Merger

PROCESSED BY DIVISION

Involving Domestic Entities

(General Laws Chapter 156D, Section 11.06; 950 CMR 113.36)

- (1) Exact name of each domestic corporation or other entity involved in the merger:

Ashli's, Inc.

Ashli's Farm, Inc.

Ashli's Extracts, Inc.

The Leonard J. Irving Center, Inc.

- (2) Exact name of the surviving entity: **Ashli's, Inc.**

- (3) The merger shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: **on filing**

(check appropriate box)

- (4) ☒ The plan of merger was duly approved by the shareholders, and where required, by each separate voting group as provided by G.L. Chapter 156D and the articles of organization.

OR

☐ The plan of merger did not require the approval of the shareholders.

- (5) Participation of each other entity was duly authorized by the law under which the other entity is organized or by which it is governed and by its articles of organization or other organizational documents.

- (6) Attach any amendment to articles of organization of the surviving entity, where the survivor is a domestic business corporation.

- (7) Attach the articles of organization of the surviving entity where the survivor is a NEW domestic business corporation, including all the supplemental information required by 950 CMR 113.16.

Ashli's, Inc.

Signed by: Ashley Irving,
Ashley Irving (signature of authorized individual)

Chairman of the board of directors,
☒ President
Other officer,
Court-appointed fiduciary,

on this 13th day of February, 2019.

Ashli's Farm, Inc.

Signed by: Ashley Irving,
Ashley Irving (signature of authorized individual)

Chairman of the board of directors,
☒ President,
Other officer,
Court-appointed fiduciary,

on this 13th day of February, 2019.

Ashli's Extracts, Inc.

Signed by: Ashley Irving,
Ashley Irving (signature of authorized individual)

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 13th day of February, 2019.

The Leonard J. Irving Center, Inc.

Signed by: Ashley Irving,
Ashley Irving (signature of authorized individual)

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 13th day of February, 2019.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Merger
Involving Domestic Entities
(General Laws Chapter 156D, Section 11.06; 950 CMR 113.36)

I hereby certify that upon examination of these articles of merger, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20_____ at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION
Contact Information:

John F. D. Jacobi, III, Esquire

Coogan Smith, LLP

144 Bank Street - P.O. Box 2320

Attleboro, MA 02703

Telephone: 508-222-0002

Email: jfj@coogansmith.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

Examiner

Name approval

C

#A.R.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "Assignment"), is made as of this 15 day of January, 2019, by and between JOHN IRVING ("Assignor"), and 76 FRANK MOSSBERG DRIVE REALTY, LLC, a Massachusetts limited liability company ("Assignee").

RECITALS:

A. Orion Realty Company, Inc. ("Seller"), as Seller, and Assignor, or his nominee, as Purchaser, have entered into that certain Standard Form Commercial Purchase and Sale Agreement dated May 24, 2018, as amended by First Amendment to Purchase and Sale Agreement dated August 28, 2018, Second Amendment to Purchase and Sale Agreement dated October 31, 2018, Third Amendment to Purchase and Sale Agreement dated November 15, 2018 and Fourth Amendment to Purchase and Sale Agreement dated December 13, 2018 (the "Purchase and Sale Agreement"), for the purchase and sale of property known as 76 Frank Mossberg Drive, Attleboro, MA, consisting of 6.28 acres (the "Property"), as more particularly described therein.

B. The parties desire to enter into this Assignment to, among other things, assign Assignor's rights and interests in the Purchase and Sale Agreement to Assignee and to evidence Assignee's assumption of Assignor's obligations and liabilities under the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein by this reference. Terms used but not defined herein shall have the meanings given thereto in the Purchase and Sale Agreement.
2. Assignment of Purchase and Sale Agreement. Assignor hereby transfers and assigns to Assignee, as Assignor's nominee, all of Assignor's right, title, claim and interest in and to the Purchase and Sale Agreement, the Property and all sums paid or deposited into escrow or to Seller by Assignor in connection with the purchase of the Property under the Purchase and Sale Agreement.
3. Assumption of Purchase and Sale Agreement. Assignee hereby acknowledges and agrees to all of the terms of the Purchase and Sale Agreement and accepts the foregoing assignment and assumes and agrees to perform all obligations of Assignor under the Purchase and Sale Agreement, in accordance with the terms thereof.
4. Representations and Warranties. Assignor hereby represents and warrants there are no defaults by Assignor or Seller, under the Purchase and Sale Agreement, and the Purchase and Sale Agreement is in full force and effect.

5. Indemnifications. Assignee agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Purchase and Sale Agreement and the transactions contemplated therein from and after the date of this Assignment. Assignor agrees to hold Assignee free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Purchase and Sale Agreement and the transactions completed therein prior to the date of this Assignment.

6. Miscellaneous.

6.1 Governing Law; Assigns. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

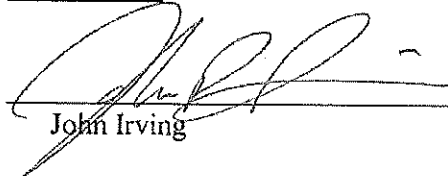
6.2 Cooperation. Assignor and Assignee shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated hereby.

6.3 Counterparts. This Assignment may be executed in any number of identical counterparts and by facsimile and PDF signature. If so executed, each such counterpart shall constitute this Assignment. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

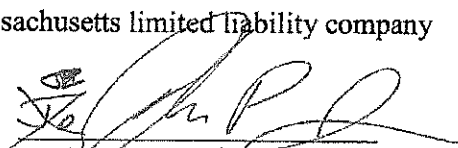


John Irving

ASSIGNEE:

**76 FRANK MOSSBERG DRIVE REALTY,
LLC,**
a Massachusetts limited liability company

By:


Name: John Irving
Title: Authorized Representative

4811-8210-9061, v. 1

**Property Address: 76 Frank Mossberg Drive
Assessors Map 145, Lot 1A
Attleboro, MA 02703**

QUITCLAIM DEED

ORION REALTY COMPANY, INC., a Massachusetts Corporation with its principal place of business at 102C Pond Street, Seekonk, Bristol County, Massachusetts;

for consideration paid in full of **ONE MILLION THREE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY and 00/100 (\$1,304,760.00) DOLLARS**

grant to **76 FRANK MOSSBERG DRIVE REALTY, LLC**, a Massachusetts Limited Liability Company, with an address of 71 Tanager Road, Attleboro, Bristol County, MA 02703

with QUITCLAIM COVENANTS

That land situated in Attleboro, in the County of Bristol and Commonwealth of Massachusetts, described as follows:

Lot #11 on Subdivision Plan entitled, "Plan of Land in Attleboro, Hancock Associates, Surveyors, August 25, 2017", shown on Subdivision Plan #12162-F, filed with Certificate of Title #15323, recorded with Bristol County Northern District Registry of Deeds Land Court Records in Book 83, Page 114.

Lot #3 is subject to certain flowage rights as set forth in a deed given by Daniel Read to Abner Crocker, dated May 6, 1833, duly recorded in Book 139, Page 544, so far as in force at date of original decree.

Said parcel of land is subject to an easement as set forth in a grant made by the Commonwealth of Massachusetts, acting by its Commissioner of Conservation, to the Algonquin Gas Transmission Company, dated April 25, 1952, duly recorded in Book 1063, Page 211.

So much of said parcel of land hereby registered as is included within the area marked “Algonquin Gas Transmission Company Easement – 75.00 feet wide,” approximately shown on said plan, is subject to easement set forth in two grants, one made by James Leslie Williger et al to the Algonquin Gas Transmission Company dated February 15, 1961, duly recorded in Book 1378, Page 865, and the other made by James L. Williger et al to the Algonquin Gas Transmission Company dated March 24, 1961, duly recorded in Book 1381, Page 518.

The grantor corporation covenants this is a sale in the ordinary course of business and not a sale of all or substantially all of its assets in the Commonwealth of Massachusetts.

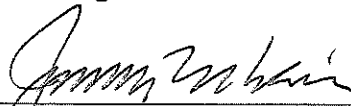
For title reference see Certificate of Title No.15323, Book 83, Page 114.

IN WITNESS WHEREOF, the said **ORION REALTY COMPANY, INC.** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name by Edward T. Bayly, Sr., President and William D. Ward, Jr., Treasurer hereto duly authorized, this 15th day of February, 2019.

Signed in the presence of:

ORION REALTY COMPANY, INC.

Witness to signature




Witness to signature

By:

Edward T. Bayly, Sr., President

By:



William D. Ward, Jr., Treasurer

STATE OF FLORIDA

County of _____, ss

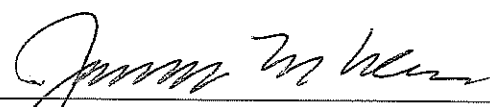
On this ____ day of February, 2019, before me, the undersigned notary public, personally appeared Edward T. Bayly, Sr., President, and proved to me through satisfactory evidence of identification, which was his driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Orion Realty Company, Inc.

Notary Public
My Commission Exp.:

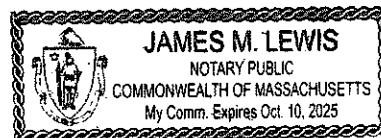
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 15th day of February, 2019, before me, the undersigned notary public, personally appeared William D. Ward, Jr., Treasurer, and proved to me through satisfactory evidence of identification, which was his driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Orion Realty Company, Inc.



Notary Public
My Commission Exp.:



The grantor corporation covenants this is a sale in the ordinary course of business and not a sale of all or substantially all of its assets in the Commonwealth of Massachusetts.

For title reference see Certificate of Title No.15323, Book 83, Page 114.

IN WITNESS WHEREOF, the said **ORION REALTY COMPANY, INC.** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name by Edward T. Bayly, Sr., President and William D. Ward, Jr., Treasurer hereto duly authorized, this 13th day of February, 2019.

Signed in the presence of:

ORION REALTY COMPANY, INC.

Wendy Beichler
Wendy Beichler

Witness to signature

Edward T. Bayly, Sr. By: Pres.

Edward T. Bayly, Sr., President

William D. Ward, Jr. By: Treasurer

Witness to signature

William D. Ward, Jr., Treasurer

Page 3

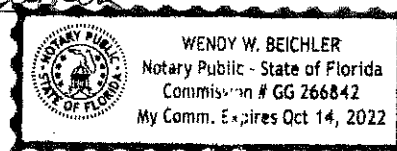
Deed - 76 Frank Mossberg

County of Lee, ss

STATE OF FLORIDA

On this 13th day of February, 2019, before me, the undersigned notary public, personally appeared Edward T. Bayly, Sr., President, and proved to me through satisfactory evidence of identification, which was his driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Orion Realty Company, Inc.

Wendy W. Beichler
Notary Public
My Commission Exp.:



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this ____ day of February, 2019, before me, the undersigned notary public, personally appeared William D. Ward, Jr., Treasurer, and proved to me through satisfactory evidence of identification, which was his driver's license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Orion Realty Company, Inc.

Notary Public