NOTES:

1. THE PROJECT SITE IS LOCATED WITHIN ZONE "X" (AREAS OUTSIDE THE 0.2% ANNUAL FLOODPLAIN) AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF CRANSTON, RHODE ISLAND; PROVIDENCE COUNTY; COMMUNITY PANEL NO. 44007C0427H AND HAVING AN EFFECTIVE DATE OF OCTOBER 2, 2015.
2. HORIZONTAL DATUM: RHODE ISLAND STATE PLANE – NAD 83

PLAN REFERENCES:

1. A PLAN ENTITLED "HOWARD INDUSTRIAL PARK – PHASE II – SUBDIVISION SECTION 1 – CRANSTON, RHODE ISLAND"; PREPARED BY WATERMAN ENGINEERING COMPANY OF EAST PROVIDENCE, R.I.; PREPARED FOR HOWARD DEVELOPMENT CORPORATION; DATED AUGUST, 1998 AND RECORDED IN PLAT CARD #550 IN CRANSTON, RHODE ISLAND.
2. A PLAN ENTITLED "HOWARD INDUSTRIAL PARK – PHASE II – LOT LAYOUT PLAN – CRANSTON, RHODE ISLAND"; PREPARED BY WATERMAN ENGINEERING COMPANY OF EAST PROVIDENCE, R.I.; PREPARED FOR HOWARD DEVELOPMENT CORPORATION AND DATED AUGUST, 1981.
3. A PLAN ENTITLED "RECORD PLAN OF REPLAT OF HOWARD INDUSTRIAL PARK – PHASE II, SECTION 1: A.P. 13, LOT 68 CRANSTON, RHODE ISLAND" PREPARED BY DIPRETE ENGINEERING ASSOCIATES, INCORPORATED OF CRANSTON, RHODE ISLAND; PREPARED FOR ROBERT SIENER, JR. OF PAWTUCKET, RHODE ISLAND; DATED AUGUST, 1998 AND RECORDED AS FINAL SUBMISSION IN PLAT CARD #631 IN CRANSTON, RHODE ISLAND.
4. A PLAN ENTITLED "EXISTING CONDITIONS SURVEY"; PREPARED FOR PEPSI–COLA; 1400 PONTIAC AVENUE IN CRANSTON, RHODE ISLAND; PREPARED FOR DESIGN GROUP FACILITY SOLUTIONS; PREPARED BY GAROFALO & ASSOCIATES, INCORPORATED OF PROVIDENCE, RHODE ISLAND; JOB #7147.00 AND DATED MARCH, 2018.

CERTIFICATION:

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

TYPE OF BOUNDARY SURVEY	MEASUREMENT SPECIFICATION
COMPREHENSIVE BOUNDARY SURVEY	CLASS I
PARTIAL DATA ACCUMULATION SURVEY	CLASS III

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS: TO PROVIDE A BOUNDARY SURVEY PLAN FOR ASSESSORS MAP 13, LOT 39 IN THE CITY OF CRANSTON, RHODE ISLAND.

BY: Samuel A. White Jr. 1781 8-5-18
SAMUEL A. WHITE LICENSE NO. 1781
LS A59-00A

BOUNDARY SURVEY PLAN
FOR
A.P. 13, LOT 39
SITUATED ON
20 GODDARD ROAD
CRANSTON, RHODE ISLAND
PREPARED FOR
RHODE ISLAND DEPARTMENT OF ADMINISTRATION

NO.	REVISION	BY	DATE

DRAFT

This plan is in "DRAFT" version and has been released for review purposes and comment only. It is not such without the official signature and seal of a Professional Land Surveyor registered in the State of Rhode Island. (R General Laws § 5-8-1-12)

GAROFALO
GAROFALO & ASSOCIATES, INC.
CIVIL & STRUCTURAL ENGINEERS|SURVEYORS
LAND PLANNERS|ENVIRONMENTAL SCIENTISTS

85 CORLISS STREET
P.O. BOX 6145
PROVIDENCE, R.I. 02940
TEL. 401-273-6909

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JOB NO. 7166.00	DRAWN BY DRD
DWG. NO. 7166.00-SNDY.dwg	CALCS BY SAW
SCALE: 1"=40'	APPROVED SAW
	DATE: AUGUST 2018

SHEET 1 OF 1 SHEETS

PURCHASE AND SALE CONTRACT
Assessor Plat 13, Lot 39, Cranston

The State of Rhode Island and Providence Plantations, acting by and through its Department of Administration, with an address of One Capitol Hill, Providence, RI 02903 (the "Seller") agrees to sell to and _____, or its nominee, with an address of _____, _____, RI _____ (the "Buyer"), agrees to buy from Seller for good and valuable consideration upon the terms hereinafter set forth, a parcel of land containing approximately 16.74+/- acres constituting that certain parcel of property identified in the Land Evidence Records of the City of Cranston, Rhode Island, designated as Assessor Plat 13, Lot 39, (the "Property") as more specifically described in Exhibit A attached hereto and made of part hereof.

1. The Property is to be conveyed "as is" by Bargain and Sale Deed (the "Deed") and said Deed shall convey all the Seller's right title and interest in and to the aforesaid Property.

2. The purchase price for the Property shall be _____ Dollars and 00/100 ($_____.00) (the "Purchase Price"). Within ten (10) days of the Effective Date (as defined in Section 18 hereof), Buyer shall deposit with Seller the sum of, _____ Hundred Thousand and 00/100 Dollars ($_00,000.00) (the "Deposit"). The Deposit shall be a credit against the Purchase Price the balance of which shall be paid to Seller by the Buyer upon the delivery and recording of the Deed (the "Closing"). The Seller hereby acknowledges receipt of the sum of _____Hundred Thousand Dollars ($_00,000.00) from Seller on or about _____, 2020 as a bid surety deposit in conjunction with RFP#_____, which sum shall be applied to the Deposit. The balance ($_____.00) of the Purchase Price to be paid at Closing shall be paid to the Seller by wire transfer or certified check.

3. Sale of the Property shall be contingent upon the following special conditions:

   a) The Buyer shall have sixty (60) days from the Effective Date of this Purchase and Sale Contract (the "Inspection Period") to satisfy itself as to the acceptability and suitability of the Property for purchase, including making the inspections set forth in sub-section (b), below. In the event that Buyer, in its sole and absolute discretion is not satisfied with the results of either the Inspection Period Tests, as defined below, conducted during the Inspection Period including but not limited to, either the "Phase I" hazardous waste site assessment or condition of the Seller's title to the Property, then Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Purchase and Sale Contract shall be considered null and void and of no further force and effect and the Deposit shall be promptly returned to

Buyer as set forth in sub-section b) below unless the parties agree otherwise in writing.

b) During the Inspection Period, Buyer shall have the right to conduct any and all necessary tests, studies and examinations of the Property including, but not limited to, examination of the title to the Property and conduct a "Phase I" hazardous waste site assessment and such other non-invasive analyses, tests and engineering studies as Buyer may deem desirable (collectively the "Inspection Period Tests"). If: (a) Buyer notifies Seller prior to the expiration of the Inspection Period, that Buyer is not, in its sole and absolute discretion, satisfied with the results of the Inspection Period Tests including but not limited to Seller's title to the Property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception (except as agreed to in writing by Buyer) or the results of any "Phase I" hazardous waste site assessment, then Buyer may terminate this Purchase and Sale Contract by written notice to Seller, in which event the Deposit shall be returned to Buyer and this Purchase and Sale Contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and the results of any "Phase I" hazardous waste site assessment, and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect or to address any objectionable condition on the Property discovered as a result of the aforementioned "Phase I" environmental site assessment. Prior to Seller being able to terminate, Seller must make a reasonable attempt to cure issues identified with title. Seller has an obligation to expend a maximum of $10,000 in such an effort, if necessary.

c) With prior notice to Seller, Buyer may enter upon the Property at reasonable times for the purpose of conducting the Inspection Period Tests. Buyer shall be responsible for and will indemnify, save harmless and defend Seller against and from any and all claims and suits for, and any and all liability, loss or expenses (including reasonable attorney's fees) arising from or incidental to or in connection with bodily injury, including death, personal injuries to or damage to or loss of property of Buyer or its agents, servants, or employees, consultants, or any other person claiming by or through Buyer which said damage, loss or injury or death shall arise in any manner from the acts or omissions of Buyer, its employees, agents, servants, employees, or consultants while performing the Inspection Period Tests on the Property, directly or indirectly, out of, or incidental to, or in connection with the Inspection Period Tests.

4. Full possession of the Property is to be delivered, the Property to be then: (a) free of tenants and occupants and in the same condition as it is now in, reasonable wear and tear thereof excepted, and (b) in compliance with the provisions of any

instrument referred to in the Deed cited above. The Closing will be scheduled by mutual agreement of the Buyer and the Seller; however, except as provided herein, said Closing shall occur within sixty (60) days of Effective Date of this agreement, as defined in Section 18 hereof, unless extended in accordance with Section 3 (b) above. The Deed and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by the Seller and other necessary instruments are to be prepared by the Buyer. Buyer and Seller shall execute such additional Closing documents as are customary and reasonable.

5. The Seller agrees to maintain the Property in its current condition until the Closing and will prevent and refrain from any use of the Property for any purposes or in any manner which would adversely affect the Buyer's future use of the Property

6. The terms and conditions aforesaid shall bind the heirs, successors, personal representatives and assigns of the parties, and this Purchase and Sale Contract represents the final and total integration of the understanding of the parties.

7. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available at law or in equity including, but not limited to specific performance and a full return of the Deposit. In the event of a default by Buyer, then the Deposit shall remain with the Seller, which shall constitute full and complete liquidated damages and Seller shall have no further remedy at law or in equity for any default by Buyer.

8. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Purchase and Sale Contract and each agrees to indemnify the other against any claim, expense, or liability that may arise from a breach of this representation and warranty. This Section 9 shall survive delivery of the Deed.

9. The Property shall be conveyed subject to all restrictions set forth in Exhibit B attached hereto and made a part hereof which shall be appended as an exhibit to the Deed and made apart therof.

10. This Purchase and Sale Contract is subject to the City of Cranston's statutory right to purchase the Property as set forth in R. I. Gen. Laws § 37-7-5. In the event that the City of Cranston exercises its statutory right to purchase the Property, then this Purchase and Sale Contract shall be null, void and of no further force or effect and the Deposit shall be refunded to the Buyer. Buyer shall have no recourse or claim against Seller or the State Properties Committee if the City of Cranston exercises its statutory right to purchase the Property.

11. This Purchase and Sale Contract is subject to State Properties Committee approval and execution of the Deed and associated documents. In the event that the State Properties Committee does not give its approval to the sale or does not

execute the Deed, then Seller shall refund the Deposit and the parties shall be relieved of all further obligations or liabilities hereunder. Buyer shall have no recourse or claim against Seller or the State Properties Committee if this Purchase and Sale Contract or the Deed are not approved or executed by the State Properties Committee.

12. Time is of the essence to the terms and provisions of this agreement.

13. Buyer may, with prior written notice to Seller and subject to State Properties Committee approval, assign or otherwise transfer its interest under this Purchase and Sale Contract to any entity directly controlled by Buyer or any entity directly controlled by Buyer and created by Buyer for the purpose of taking title to the Property (a "Buyer Affiliate"); provided, however, that no such assignment shall relieve Buyer of its obligations or liabilities under this Purchase and Sale Contract and Buyer shall remain fully liable pursuant to the terms of this Purchase and Sale Contract. For the foregoing purposes "control" shall mean ownership of 51% or more of the ownership interests of the applicable entity. Subject to the foregoing, this Purchase and Sale Contract shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

14. This Purchase and Sale Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

15. If any term or provision of this Purchase and Sale Contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Purchase and Sale Contract, but the remainder of this Purchase and Sale Contract and each term and provision of this Purchase and Sale Contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

16. All notices, requests, demands or other communications required or permitted under this Purchase and Sale Contract shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed as follows:

If to Seller: Brett Smiley
Director of Administration
Department of Administration
One Capitol Hill, Fourth Floor
Providence, Rhode Island 02908

with a copy to: Frederick W. Stolle, Esquire
Division of Legal Services
Department of Administration
One Capitol Hill, Fourth Floor
Providence, Rhode Island 02908

If to Buyer: _____
Attn: _____
_____
_____

with a copy to: _____, Esquire
_____
_____
_____

All notices given in accordance with the terms hereof shall be deemed given and received when mailed, first class, pre-paid postage, or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this section. Notices may be given by a party hereto or by its legal counsel.

18. The "Effective Date" of this Purchase and Sale Contract shall be the date upon which it is approved and executed by the State Properties Committee.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2020

SELLER:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,
b and through its DEPARTMENT OF ADMINISTRATION

_____
Brett Smiley,
in his capacity as Director

State of Rhode Island
County of Providence

In Providence on this _____ day of _____, 2020, before me personally appeared Brett Smiley, to me known and known by me to be the Director of Rhode Island Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Department of Administration on behalf of the State of Rhode Island and Providence Plantations.

_____
Notary Public
My Commission expires: _____

BUYER: _____

By: _____
Name: _____
Title:_____

State of Rhode Island
County of Providence

In _____ on this _____ day of _____, 2020 before me personally appeared _____ in his/her capacity as _____, to me known and known by me who executed the foregoing instrument and s/he acknowledged said instrument by her/him so executed to be his/her free act and deed in his/her capacity as _____of. _____.

Notary Public
My Commission expires:

EXHIBIT A

That certain tract or parcel of land with all buildings and improvements thereon situated easterly of Goddard drive, in the City of Cranston County of Kent State of Rhode Island is herein bounded;

Beginning at the most northwesterly corner of the herein described parcel at a rebar with cap;

Thence proceeding south 89°16'09" east a distance of one thousand fourteen and 48/100 (1014.48') feet to a point marked by a rebar with cap on the westerly street line of Kenney Drive, bounded northerly by land now or formerly of Roan Realty, LLC, land now or formerly of Twenty One Stafford Court Realty Company, LLC, and land now or formerly of Peter C. Garzone;

Thence proceeding south 7°55'05" west along the westerly street line of said Kenney Drive a distance of eight hundred five and 07/100 (805.07') feet to point marked by a rebar with cap;

Thence proceeding north 85°21'52" west a distance of seven hundred twenty eight and 63/100 (728.63') feet to a point, marked by a rebar with cap, bounded southerly by land now or formerly of J. Prapa Properties, LLC, land now or formerly of Tiffany & Company Inc.;

Thence proceeding north 61°04'45" west a distance of two hundred eleven and 95/100 (211.95') feet to a point marked by a rebar with cap on the easterly line of Goddard Drive, bounded southwesterly by land now or formerly of Ridge Group, LLC;

Thence proceeding north 00°43'51" east along the easterly line of Goddard Drive a distance of six hundred forty nine and 00/100 (649.00') feet to the point and place of beginning;

Exhibit B

Attached hereto and made a part hereof:

The Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the parcel of land described in Exhibit A, that:

1. Any use of said parcel of land will be in compliance with "Appendix C," Title VI of the Federal Civil Rights Act of 1964, as amended, i.e., without discrimination as to race, color or national origin.

2. No billboard, sign or other outdoor advertising devices shall be erected upon said parcel of land other than those indicating ownership and type of activity being conducted on the premises and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of the Department of Administration and/or the Federal Highway Administration and subject to local zoning ordinances.

3. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.

4. The Grantee shall indemnify, save harmless, and defend the Grantor, State of Rhode Island, its departments, agencies and or employees, from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the "Rhode Island Hazardous Waste Management Act," R. I. Gen. Laws § 23-19.1-1, *et seq.*; the "Rhode Island Hazardous Substances Act," R.I. Gen. Laws § 23-24-1, *et seq.*; the "Rhode Island Rules and Regulations for Hazardous Waste Management", (2005); the "Oil Pollution Control Act," R.I. Gen. Laws § 46-12.5.1-1, *et seq.;* the "Comprehensive Environmental Response, Compensation and Liability Act", as amended, 42 U.S.C. 9601, *et seq.*; and the "Resource Conservation and Recovery Act," as amended, 42 U.S.C. 6901, *et seq.*, on, beneath, above or under the parcel of land herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under R.I. Gen. Laws § 23-19.1-1, *et seq.*, as amended or otherwise, and R.I. Gen. Laws § 46-12.5.1-1, *et seq.,* as amended or otherwise.

STATE PROPERTIES COMMITTEE

APPROVED this _____ day of _____ 2020 by the State Properties Committee.

Approved:

by: _____
Chairperson

Print name: _____

Approved:

by:_____
Public Member

Print name:_____

Approved:

by: _____
Public Member

Print name:_____

Approved as to Substance:

by:_____
Director, R.I. Department of Administration, or designee

Print name:_____

Approved as to Form:

by:_____
R.I. Attorney General, or designee

Print name:_____