

RESOLUTION OF THE CITY COUNCIL

No. 206

Approved May 25, 2016

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the sale of the real property currently held by the Providence Redevelopment Agency, located at 220 Blackstone Street, Providence, Rhode Island 02905, located on Assessor's Plat 40, Lot 315.

IN CITY COUNCIL

MAY 19 2016

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

5/25/16

PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made as of the 19 day of February 2016 (the "Effective Date") by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and The Aspen Group, Inc., a Massachusetts corporation (together with its nominee, if any, "Buyer"), with a mailing address of 100 Riverpark Drive, North Reading, MA 01864.

2. **PURCHASE AND SALE:** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to and in accordance with the terms, provisions, covenants and conditions more particularly set forth in this Agreement, all of Seller's right, title and interest in and to that certain parcel of land containing approximately 4.81 +/- acres of land and designated as Lots 85, 797, and 833 totaling 181,793 sq. ft. as shown on "Property Line Survey Plan Assessor's Plat 45 Lots 85, 797, & 833 by VHB dated June 24, 2014 and revised to 7/2/14" a copy of which is attached hereto as Exhibit A and located at 220 Blackstone Street, 220 Blackstone Street rear and 23 Saniford Street in the City of Providence (the "City"), County of Providence, State of Rhode Island (the "Property").

3. **PURCHASE PRICE:** The Purchase Price for the Property is: Two Million Fifty Thousand Dollars (\$2,050,000.00). The parties acknowledge that, prior to the date of this Agreement, Buyer tendered an initial deposit of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit") to be held in escrow by Seller's attorney, DarrowEverett LLP ("Escrow Agent"). Simultaneously with the execution of this Agreement, Buyer shall make an additional deposit equal to Fifty Two Thousand Five Hundred Dollars (\$52,500.00) (the "Additional Deposit", together with the Initial Deposit, the "Deposit") to be held in escrow by Escrow Agent. Escrow Agent shall hold the Deposit in escrow pursuant to the terms of this Agreement, and pursuant to the terms of that certain Escrow Agreement entered into by Buyer and Seller prior to the date hereof. The balance of the Purchase Price, subject to adjustment as provided herein, shall be paid at Closing by bank or certified check to the order of Seller (or as Seller may direct in writing) or by confirmed wire transfer of immediately available funds. Seller acknowledges that the proceeds of the sale of the Property must be allocated by the Seller in accordance with the terms of the Seller's Deed (herein defined). The parties hereto acknowledge that the Closing (herein defined) shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear. Notwithstanding anything contained herein to the contrary, simultaneously with the execution of this Agreement, Buyer shall pay to Seller Seven Thousand Five Hundred Dollars (\$7,500.00) as a contribution towards Seller's attorney's fees, which amount shall be non-refundable under any circumstances (except for Seller's default under this Agreement), and shall not be applicable to the Purchase Price.

4. **CLOSING DATE/PLACE:** The closing of the transaction (the "Closing") is to be held on the date that is forty-five days following the expiration of the Permitting Period (defined below), as the same may be extended pursuant to Section 8 (d) and (e) below, provided

however that in no event may the Closing occur later than the date that is one year following the City Council Approval Date as herein defined (the "Outside Closing Date"), except as extended for a maximum of one hundred ninety five (195) days for third party appeals of Permits and Approvals (defined below) pursuant to Section 8(e) below. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. Payment of the Purchase Price and delivery of deed shall occur at the Closing. Notwithstanding the foregoing, the Buyer shall have the right to extend the Closing date for up to fifteen (15) days if required by Buyer's mortgage lender.

5. **DEED AND TITLE:** At Closing, Seller shall deliver possession of the Property to Buyer in accordance with the terms of this Agreement and shall deliver to Buyer a bargain and sale deed with respect to the Property in the form attached hereto as Exhibit B and made a part hereof (the "Deed") conveying clear, record, marketable and insurable title to the Property in accordance with and subject to the terms and conditions hereof and the terms of the Deed (including, but not limited to, the terms and conditions set forth in the Agreement Regarding Covenants, Conditions and Restrictions [the "CC&R"] attached to the Deed as Exhibit B thereto). It is intended and agreed, and the Deed from Seller to Buyer shall so expressly provide, that the covenants provided in the CC&R shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, Seller and the City. The Deed conveying the Property to Buyer shall restrict the Property (and any improvements thereon) to those uses, terms and covenants provided for in the CC&R and the Deed, and such restrictions shall be deemed to be covenants running with the land and binding upon Buyer and all successors in interest to Buyer and shall be deemed for the benefit of Seller. Title to the Property shall be conveyed expressly subject to the following (collectively, the "Permitted Encumbrances"):

(a) Provisions of existing building and zoning laws, restrictions and regulations of all governmental authorities having jurisdiction and all zoning variances and special exceptions, if any;

(b) Real estate taxes assessed for the year in which the Closing takes place but not yet due and payable, which shall be adjusted as hereinafter provided;

(c) Any liens for municipal betterments or any other assessment, which assessments shall be adjusted as hereinafter provided;

(d) Easements, encumbrances and restrictions, of record, existing as of the earlier of (i) the Effective Date, or (ii) the date of Buyer's commitment for title insurance from its title company (the "Title Company") (the "Title Date"); and

(e) Easements, encumbrances and restrictions of record arising after the Title Date which are expressly provided for by this Agreement (e.g., those restrictions set forth in the Deed, and including without limitation those covenants and restrictions set forth in the CC&R), or which do not materially and adversely affect the use of the Property for the Project (herein defined) in Buyer's sole discretion.

Notwithstanding the foregoing, Seller shall cause the release of the Property from any

Monetary Cure Item existing on record as of the Closing. For the purposes of this Agreement, "Monetary Cure Items" shall include, but is not limited to, any mortgage, delinquent real estate taxes, as well as mechanic's liens and attachments in all events where first recorded against the Property after the Title Date and which, according to its terms, may be removed by the payment of a liquidated sum of money. The parties acknowledge that there are no such Monetary Cure Items of record as of the Title Date.

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property all as herein stipulated, or if at the time of the delivery of the Deed the Property does not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event, at Buyer's election, the Closing date shall be extended for such a period of time as is reasonably necessary.

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 Property in their then condition and to pay therefore the Purchase Price without deduction, in which case the Seller shall convey such title.

6. **CONDITION OF PROPERTY:**

(a) **AS-IS.** BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS HAD THE OPPORTUNITY TO FULLY INSPECT THE PROPERTY (INCLUDING WITHOUT LIMITATION TITLE THERETO) PRIOR TO THE DATE OF THIS AGREEMENT. EXCEPT AS HEREIN PROVIDED, BUYER IS ACQUIRING THE PROPERTY IN ITS "AS IS" "WHERE IS" PHYSICAL CONDITION AS OF THE EFFECTIVE DATE, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY (EXCEPT AS SET FORTH IN THE DEED), EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY WAIVED AND DISCLAIMED BY BUYER. NEITHER SELLER NOR ANY AGENTS, REPRESENTATIVES, OR EMPLOYEES OF SELLER HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO BUYER OR ANY AGENTS, REPRESENTATIVES, OR EMPLOYEES OF BUYER WITH RESPECT TO THE CONDITION OF THE PROPERTY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS COMPLIANCE WITH ANY LAWS, OR OTHERWISE AND BUYER IS NOT AWARE OF AND DOES NOT RELY UPON ANY SUCH REPRESENTATION. WITHOUT LIMITATION, OF THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE DEED, SELLER MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE TITLE OR SURVEY AFFECTING THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. NOTHING CONTAINED IN THIS PARAGRAPH 6 SHALL BE DEEMED TO LIMIT, WAIVE OR MODIFY ANY OF THE CONDITIONS OR CONTINGENCIES TO BUYER'S OBLIGATIONS AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

7. **REPRESENTATIONS AND WARRANTIES.**

(a) **Seller's Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement are made as of the date hereof and shall be

deemed remade on and as of Closing. Subject to the terms and provisions of this Agreement, and except as previously disclosed by Seller to Buyer, or as discovered by Buyer in the course of its due diligence investigations prior to the date of this Agreement, Seller hereby represents and warrants to Buyer as follows:

(i) Seller is a municipal agency duly formed, validly existing and in good standing under the laws of the State of Rhode Island and has full power and authority to execute and deliver this Agreement and to perform its covenants, agreements and obligations hereunder

(ii) Seller is the sole owner of the fee simple interest in the Property. The Agreement and, except as otherwise expressly set forth herein, its execution by Seller have been duly authorized and consented to by all required parties and are valid and binding obligations of Seller.

(iii) This Agreement is enforceable against the Seller in accordance with its terms;

(iv) No options, rights of first refusal, or other contracts exist or have been granted or entered into which give any other party a right to purchase or acquire any interest in the Property or any part thereof or provide any right of reversion;

(v) To the best of Seller's knowledge and belief, Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment, subject obtaining the City Council Approval (herein defined), and approval from the City Council pursuant to the provisions of Rhode Island General Laws §45-32-48.

(vi) Seller has not received notice of any pending or threatened adverse litigation with respect to the Property.

(vii) Other than Seller, there are no tenants or other parties in possession or occupancy of any portion of the Property or who have any right to possession or occupancy of all or any portion of the Property.

(viii) There are no written operating or service contracts presently outstanding with respect to the Property which would survive the Closing; and

(ix) Seller is not aware of any hazardous materials as defined under applicable law on, under or in the Property other than as disclosed to Buyer in due diligence materials previously provided to Buyer, or in the Environmental Assessments listed on Schedule 7 (a) (ix) attached hereto.

(b) Buyer's Representations and Warranties. All of the representations and warranties of Buyer contained in this Agreement are made as of the date hereof and shall be deemed remade on and as of Closing. Buyer hereby represents and warrants to Seller as follows:

(i) Subject to the satisfaction of the conditions set forth herein, Buyer is a

corporation, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has full power and authority to execute and deliver this Agreement and to perform its covenants, agreements and obligations hereunder; and

(ii) The Agreement and its execution by Buyer have been duly authorized and are valid and binding obligations of Buyer; and the purchase of the Property, and the consummation of the transactions contemplated hereby, will not result in any violation or breach of any indenture or agreement to which Buyer is a party or by which Buyer is affected or bound.

8. **DEVELOPMENT OF THE PROPERTY; PERMITS AND APPROVALS:**

(a) Development of the Property. The parties also acknowledge and agree that it is a material inducement to Buyer agreeing to enter into this Agreement that, at a minimum, Buyer be able to develop the Property for at least 100,000 rentable square feet of mixed use, retail, office or commercial space in the aggregate, spread over multiple buildings, together with any other improvements desired by Buyer to be constructed or installed in connection therewith (collectively, the "Project"), and it is a material inducement to Seller agreeing to sell the Property to Buyer that the Project include at least one new Building on the Property as defined and set forth in the CC&R. Nothing contained herein shall be construed to prevent the construction of any additional building(s) on the Property following the completion of the Project, provided the construction, operation and use of the same does not physically permanently and materially interfere with the construction, operation and use of the Building. Seller and Buyer shall jointly submit this Agreement to the City Council for its definitive, unappealable, unconditional and irrevocable approval of the Buyer and the terms of the Agreement (the "City Council Approval") as and to the extent required under the provisions of the Deed to Seller recorded with the Providence Land Evidence Records at Book 10998, Page 115 (the "Seller's Deed") so that the same may be introduced to the City Council for consideration and referral to the appropriate committee by no later than the City Council's March 17, 2016 meeting. The date that Buyer receives the City Council Approval is referred to herein as the "City Council Approval Date". Notwithstanding the foregoing, if the City Council Approval is not received by the Council's April 21, 2016 meeting, then such approval shall continue to be a condition to Buyer's obligations hereunder, subject to the terms hereof, and both parties shall continue to use diligent, good faith efforts to expeditiously obtain the City Council Approval, but the City Council Approval Date shall automatically be deemed to be April 21, 2016, and at any time thereafter, until such time as the City Council Approval is obtained, Buyer shall have the right to terminate this Agreement by written notice to the Seller, whereupon this Agreement shall automatically be deemed null and void, the Deposit (i.e., the Initial Deposit, Additional Deposit, and any Extension Payments, defined below) shall be promptly returned to Buyer, and thereafter neither party shall have any further recourse to the other. Without limiting the foregoing, in the event the City Council rejects the Buyer and/or the terms of this Agreement, then this Agreement shall automatically be deemed null and void as of the date of such rejection, the Deposit (i.e., the Initial Deposit, Additional Deposit, and any Extension Payments, defined below) shall be promptly returned to Buyer, and thereafter neither party shall have any further recourse to the other.

Seller shall use diligent and good faith efforts to expeditiously have the redevelopment plan (as such term is defined in RIGL 45-31-8(16)) for the area where the Property is located modified by the City Council, such that said redevelopment plan conforms with the objectives of the transaction contemplated herein, in accordance with the provisions of RIGL 45-32-23 (the "Plan Modification"). Approval of the Plan Modification by the City Council at least thirty (30) days prior to the Closing is a condition to both Seller's and Buyer's obligations hereunder. If the Plan Modification is not timely approved by the City Council, then either party may terminate this Agreement by written notice to the other, whereupon this Agreement shall automatically be deemed null and void, the Deposit (i.e., the Initial Deposit, Additional Deposit, and any Extension Payments, defined below) shall be promptly returned to Buyer, and thereafter neither party shall have any further recourse to the other.

(b) Development Plans. Within seventy-five (75) days following the City Council Approval Date (the "CPC Filing Deadline"), Buyer shall prepare and submit to the City Plan Commission ("CPC") for their approval the first submission (Pre-Application Plans) of the so-called "Land Development Plans" sufficient for Buyer's use in connection with an application for a Major Land Development Project in the City of Providence for the development of the Property and construction and use of the Project (the "Development Plans"). The Seller shall cooperate with the Buyer in submitting the Development Plans to the CPC and shall execute an application in connection with the same and shall support the issuance of the CPC's approval thereof as well as the issuance by all government authorities of all Permits and Approvals (herein defined) for the Project at no material cost to Seller. The Development Plans shall comply with all applicable laws, rules and regulations, including without limitation, zoning ordinances, as the same may be amended or varied in order to allow the Project. All Development Plans (including without limitation any amendments thereto or modifications thereof) shall be delivered to the Seller within a reasonable period of time of their submission to the CPC, so that the Seller can remain informed, and any material modifications to the Development Plans (as approved by the CPC prior to Closing) shall also be delivered to the Seller. Further, Buyer shall provide Seller with reasonably detailed periodic updates as frequently as the same may be requested by Seller (but no more often than once monthly, prior to Closing, and once quarterly, after the Closing) as to the status of the Project, any outstanding items that need to be completed in order to satisfy Buyer's contingencies to Close on the Property and commence construction of the Project, the steps Buyer has taken and intends to take in order to satisfy the same, and such other information as Seller may reasonably request. The foregoing requirement shall survive the Closing until the Building is completed as set forth in the CC&R.

(c) Permitting Period. The parties recognize that the Buyer, and not the Seller, shall have full responsibility for the development of the Project, including the obtaining of all required permits and approvals (all on terms reasonably satisfactory to Buyer, from all applicable local, state, federal (if applicable) and other authorities with competent jurisdiction) that are necessary or desirable in Buyer's discretion for the development, construction and use of the Property for the Project, including, without limitation, approval of the Development Plans by CPC, a Property Tax Stabilization Agreement from the City of Providence, zoning, Master Plan Approval and Major Land Development Approval (final stage) from the Providence Zoning Board, Providence City Plan Commission, and Providence City Council (including, without limitation, related

approvals from RIDEM Wetlands and the Narragansett Bay Commission associated with storm drainage design and RIDEM Office of Waste Management associated with any environmental remediation, if needed) (collectively, the "Permits and Approvals"). Buyer shall have until the date that is six (6) months following the City Council Approval Date (the "Permitting Period") to obtain all Permits and Approvals necessary to construct the Project, with all appeal periods having lapsed with no appeal having been taken, or, if taken, then satisfactorily resolved in Buyer's discretion. Buyer shall work Diligently (defined below) from and after the Effective Date to obtain all Permits and Approvals (with all appeal periods having lapsed with no appeal having been taken, or, if taken, then satisfactorily resolved) prior to the expiration of the Permitting Period.

As used herein, the term "Diligent" (and the related term "Diligently") means Buyer is working in good faith, without material, unreasonable lapse and reasonably expeditiously, throughout the course of securing such Permits and Approvals, such that Permits and Approvals are applied for in accordance with a timeframe reasonably calculated by Buyer to ensure that such Permits and Approvals are capable of being received by Buyer prior to the expiration of the Permitting Period (subject to any extensions to the Permitting Period as set forth in section 8 (e) below and for unanticipated delays not caused by Buyer), and Buyer does not change in a material manner its application for Permits and Approvals unless deemed necessary by Buyer (a) to meet the requirements or demands of any governmental authority or any institutional lender providing financing for the Project; (b) to maintain the financial viability of the Project; (c) to meet the requirements of a prospective tenant or the changing needs of the retail, office or commercial marketplace; or (d) for any other credible reason. Buyer agrees not to materially postpone any public hearings, except for good cause as determined by Buyer in its reasonable discretion, and shall file complete applications in a timely manner in order to minimize any time lost or any delays. To be clear, Buyer shall be in default under this Agreement, and all deposits shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity, in the event Buyer fails to use Diligent efforts as herein defined to secure the Permits and Approvals and such failure continues for a period in excess of fifteen (15) days after written notice from Seller to Buyer, and, as the sole result of such failure, Buyer is unable to secure all Permits and Approvals prior to the expiration of the Permitting Period, as extended as herein provided.

As used herein, the term Permits and Approvals also includes, without limitation, if so elected by Buyer, obtaining a Tax Stabilization Agreement from the City, which such agreement shall contain terms consistent with the terms of this Agreement and customary for similar Tax Stabilization Agreements in the City (including MBE/WBE requirements, First Source, Apprenticeship, development goals and timelines, customary remedy provisions in the event of a default, and a commitment from Buyer not to convey [including a lease] the Property to a non-profit that will seek tax exemption from the obligation to pay real estate taxes during the stabilization period [including without limitation Lifespan]), as well as such other specific terms and conditions deemed acceptable to Buyer in its sole discretion. To be clear, nothing in the foregoing shall be construed to prevent the Buyer from leasing the Property to a non-profit that is exempt from the obligation to pay real estate taxes, so long as such tax-exempt non-profit is not treated as the owner of the Property for the purposes of taxation, and such conveyance does not result in a greater reduction in real estate taxes than as provided for in the Tax Stabilization Agreement. In all events, it shall not be unreasonable for the City Council to prohibit the sale of the Property to a tax-exempt non-profit during the term of the stabilization agreement, or to have

such sale terminate said agreement, unless such tax-exempt non-profit is not treated as the owner of the Property for the purposes of taxation, and/or such conveyance does not result in a greater reduction in real estate taxes than as provided for in the Tax Stabilization Agreement. In no event shall the City Council Approval be construed as a commitment or obligation by the City Council to approve a Tax Stabilization Agreement for the Property on the terms set forth in this Agreement, or at all, or to grant any other approval required of the City in connection with the acquisition and development of the Property by Buyer.

(d) Extension of Permitting Period. Notwithstanding the foregoing, in the event that prior to the expiration of the Permitting Period Buyer has not been able to obtain all Permits and Approvals (with all appeal periods having lapsed with no appeal having been taken, or, if taken, then satisfactorily resolved in Buyer's discretion) despite Buyer having worked Diligently to obtain the same, then Buyer shall have the right to extend the Permitting Period in thirty (30) day increments, for up to a total of an additional one hundred eighty (180) days, by notifying Seller in writing of its election to do so at least ten (10) days prior to the expiration of the original Permitting Period (or at least ten [10] days prior to the expiration of each thirty day extension period, as applicable), and simultaneously paying to Seller therewith an extension payment equal to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for each such thirty-day extension (each, an "Extension Payment" and collectively the "Extension Payments"). The Extension Payments shall be applicable to the Purchase Price and shall be refundable if and to the same extent as the Deposit is refundable. Notwithstanding anything contained herein to the contrary, in no event shall the Permitting Period be extended beyond the Outside Closing Date, except as herein provided.

(e) Contingencies. Without limiting any other provision of this Agreement, this Agreement is not contingent upon Buyer's obtaining any public or private financing of any kind, nor is it contingent upon Buyer entering into a signed commercial lease for the Property. Further, except as otherwise herein provided, this Agreement is not contingent upon Buyer's satisfaction with any reports, investigations or other due diligence which Buyer may perform with respect to the Property. Notwithstanding the foregoing, this Agreement is contingent upon Buyer's satisfaction with the results of its geo-technical investigation of the Property to be performed within thirty (30) days after the City Council Approval Date (the "Geo-technical Deadline Date"). In the event that Buyer notifies the Seller in writing on the date that is prior to two (2) business days after the Geo-Technical Deadline Date that Buyer is not satisfied with the results of its geo-technical investigation, this Agreement shall be deemed terminated, whereupon the Deposit shall be promptly returned to Buyer, without further recourse to the parties hereto. In addition, notwithstanding the foregoing, this Agreement is contingent upon Buyer having obtained all Permits and Approvals prior to the expiration of the Permitting Period as extended. In the event such Permits and Approvals have not been obtained prior to the expiration of the Permitting Period (as the same may be extended), then Buyer shall have the right to terminate this Agreement by written notice to Seller, whereupon the Deposit and Extension Payments shall be promptly returned to Buyer (provided Buyer has used Diligent efforts to obtain the Permits and Approvals or cured any failure prior to the expiration of any notice and cure period; in the event Buyer has not used Diligent efforts to obtain the Permits and Approvals or cured any such failure as aforesaid, then the Deposit and Extension Payments shall be paid to Seller as full and complete liquidated damages as Seller's sole remedy at law or in equity) and this Agreement shall automatically be deemed null and void, and neither party shall have any obligation to the

other except for those that expressly survive the expiration or termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Permitting Period shall be further extended at Buyer's election if at the time of expiration of the Permitting Period, as extended as aforesaid, all Permits and Approvals have been issued but an appeal has been filed by a third party or parties that is being contested by Buyer. In any of such events, Buyer shall have the right to extend the Permitting Period until the earlier of five (5) business days after (a) the issuance of a final, un-appealable decision of a Court of competent jurisdiction relative to such appeal or appeals; or (b) Buyer's written election not to further pursue its contest of such appeal or appeals. Buyer shall continue to pay Seller Extension Payments in advance of each thirty-day increment for extensions pursuant to the foregoing sentence. In the event such extension results in the Permitting Period extending beyond the Outside Closing Date, such Outside Closing Date shall be extended to a date that is fifteen (15) days after such extended date of the Permitting Period, provided however that, in no event shall Buyer be permitted to extend the Permitting Period (and, consequently, the Outside Closing Date) for more than one hundred and ninety-five (195) days after the Outside Closing Date pursuant to this section. Further, both Buyer's and Seller's obligations hereunder are contingent upon the receipt of the City Council Approval.

9. **CLOSING DOCUMENTS; PRORATIONS; CREDITS.**

(a) At Closing, Seller shall execute, as appropriate, and deliver to Buyer and/or the Escrow Agent into escrow, as appropriate, the following items:

- (i) the Deed, in recordable form, duly executed and acknowledged;
- (ii) such certificates and affidavits (with such modifications as may be necessary to make the representations therein true) as the Title Company may reasonably require consistent with Rhode Island law and local conveyancing practice in order to issue an owner's title insurance policy to Buyer (the "Title Policy"), provided that Seller makes no representation that such certificates (as modified to make the representations therein true) will be sufficient to remove any exception for mechanic's and materialmen's liens and rights of parties in possession, or any other exceptions under the owner's Title Policy;
- (iii) evidence, reasonably satisfactory to Buyer and the Title Company, of authority of any person or persons executing instruments for or on behalf of Seller;
- (iv) an affidavit in compliance with Section 1445 of the Internal Revenue Code, as amended, stating Seller's United States Identification Number and that Seller is not a "foreign person" as defined in Section 1445;
- (v) an original executed settlement statement acceptable to Seller, Buyer and the Title Company (the "Settlement Statement");
- (vi) any other items or documents effecting the conveyance and sale of the

Property that may be reasonably requested by Buyer or the Title Company, which are necessary to carry out the purpose and intent of this Agreement.

- (b) At Closing, Buyer shall deliver or cause to be delivered to Seller the following:
- (i) the balance of the Purchase Price;
 - (ii) evidence reasonably satisfactory to Seller of authority of any person or persons executing instruments for and on behalf of Buyer;
 - (iii) an original executed counterpart of the Settlement Statement;
 - (iv) an original executed counterpart of the CC&R;
 - (v) any other items or documents affecting the conveyance and sale of the Property that may be reasonably requested by Seller or the Title Company, which are necessary to carry out the purpose and intent of this Agreement;

(c) The following items shall be adjusted or prorated between Seller and Buyer as of the day immediately preceding the Closing Date and the net amount thereof, rounded off to the nearest whole dollar, shall be paid by Buyer to Seller by adjustment at Closing or credited by Seller against the balance of the Purchase Price, as the case may be, at the Closing as follows:

(i) Real Estate Taxes: Seller shall convey the Property free and clear of any delinquent real estate taxes (including without limitation any assessments). Real estate taxes for then current tax period shall be adjusted at the Closing between Seller and Buyer in accordance with customary Rhode Island conveyancing procedure.

(ii) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the Deed.

(iii) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing. Except as set forth in Section 3 above, each party shall be responsible for its own attorney's fees.

10. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if after the Effective Date any restrictions or legislative/governmental action, rules, laws, or regulations are hereafter taken or enacted which affect Seller's capacity or authority to perform the conveyance of the Property then the Closing shall automatically be extended for the lesser of (i) such period of time as may be necessary for Seller to obtain the necessary capacity or authority to so perform even if beyond the Outside Closing Date, and (ii) ninety (90) days. If those matters affecting the conveyance of the Property are not resolved

within such time period, then the parties may mutually agree to further extend such period of time or either party may cancel this Agreement by written notice to the other prior to the Closing date as extended, whereupon the Deposit and Extension Payments paid by Buyer shall be returned to Buyer and this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

11. **NOTICES:** Attorneys may give notice on behalf of their client. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by email, or (iii) one (1) business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller, to:

Providence Redevelopment Agency
444 Westminster Street
Providence, Rhode Island 02903
Attn: Mr. Donald Gralnek, Executive Director
Email address: dgralnek@providenceri.com

With a copy (which copy shall not constitute notice) to:

Zachary G. Darrow, Esquire
Darrow Everett LLP
One Turks Head Place, 12th Floor
Providence, Rhode Island 02903
Email address: Zdarrow@darroverett.com

If to Buyer, to:

c/o The Aspen Group
100 Riverpark Drive
North Reading, MA 01864
Attn: Brian Kelleher
Email address: bkelleher@aspengroupinc.net

With a copy (which copy shall not constitute notice) to:

Rick Mann, Esq.
The Law Office of Richard S. Mann
196 Bridle Trail Road
Needham, MA 02492
Email: rmann@rickmannlaw.com

12. **DEFAULT:** Upon default by the Buyer in the performance of this Agreement

continuing for at least ten (10) days after written notice to Buyer, the Seller may terminate this Agreement by written notice to the Buyer, and Seller shall be entitled to retain the Deposit and Extension Payments as liquidated damages, as its sole and exclusive remedy at law and in equity and this Agreement shall thereupon become void and of no further force or effect whatsoever. Further, in the event of any such default, or in the event this Agreement is voluntarily terminated by either party in accordance with its terms, Buyer shall provide Seller with copies of all due diligence materials provided for Buyer by third parties, including without limitation any environmental reports, geotechnical reports, title and survey.

Should the Seller violate or fail to fulfill or perform any of the terms or conditions of this Agreement continuing for at least ten (10) days after written notice to Seller, then, in that case, Buyer shall be entitled to (i) terminate this Agreement and obtain the return of its Deposit and any Extension Payments; or (ii) seek and obtain specific performance of Seller's obligations, provided such suit is filed within thirty (30) days of the date of such Seller's default.

13. **INSURANCE/RISK OF LOSS:** The Seller is not obligated to keep the Property insured against any loss or casualty.

14. **EMINENT DOMAIN – CONDEMNATION:** If, prior to Closing, the Property or any material part thereof (as reasonably determined by Buyer) is subject to an eminent domain or condemnation proceeding, Seller, promptly upon learning of same, shall give written notice to Buyer. In such event, Buyer may terminate this Agreement by issuing written notice to Seller, the Deposit and Extension Payments shall be promptly returned to Buyer by the Escrow Agent, and all obligations by and between the parties shall cease except for those provisions that are stated in the Agreement as surviving such termination; or, at Buyer's election, Buyer may proceed to Closing subject to the terms and conditions of this Agreement, in which event any eminent domain award shall be assigned to Buyer.

15. **ASSIGNMENT AND SURVIVORSHIP:** This Agreement may not be assigned by either party without written consent of the other, in the other's sole and absolute discretion, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, the Buyer shall have the absolute right, without Seller's consent, to designate a nominee to take title to the Property in whose name the Permits and Approvals shall be applied for and obtained; provided such nominee is affiliated with The Aspen Group, Inc. or its principals.

16. **CONSTRUCTION OF AGREEMENT; MEASURING PERIOD:** This Agreement may be executed in one or more counterparts and each shall be deemed to be an original. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days. Facsimile and/or .pdf signatures shall be binding as originals. If the end of any time period herein, or if any specified date, falls on a weekend or national or Rhode Island holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

17. **NO RECORDING:** This Agreement may not be recorded in the Land Evidence Records of the City of Providence. In the event Buyer records or causes this Agreement to be

recorded in violation of the foregoing prohibition, the Buyer, at Seller's election at any time thereafter, shall be deemed in default hereunder entitling the Seller to the remedies provided herein for the Buyer's default including, without limitation, the right to retain the Deposit and Extension Payments.

18. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

19. **WAIVERS AND EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

20. **BROKERS:** Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein. Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with the indemnifying party. The provisions of this action shall survive the Closing.

21. **ENTIRE AGREEMENT:** We, the parties hereto, each declare that this instrument contains the entire Agreement between us together with the Property Access Agreement dated November 24, 2015 and the Escrow Agreement dated December 3, 2015, both of which remain in full force and effect), subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

22. **FURTHER ASSURANCES:** The parties hereby agree to execute any and all documents and take all actions reasonably requested by the other to confirm or otherwise effectuate the terms and provisions contained in this Agreement, provided that such documents shall neither (a) increase a party's liability hereunder; or (b) materially and adversely affect a party's rights hereunder. Seller agrees to cooperate with Buyer in all reasonable ways in Buyer's efforts to obtain the Permits and Approvals and to successfully develop and construct the Project, at no material cost to Seller.

[Signature page follows]

WITNESS the signatures of the above parties on the date(s) set forth below.

SELLER:

BUYER:

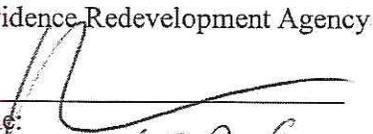
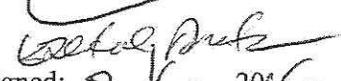
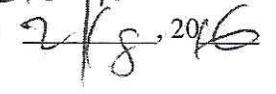
Providence Redevelopment Agency

THE ASPEN GROUP, INC.

Name: _____

Title: _____

Date Signed: _____

Name: _____

Title: _____

Date Signed: _____, 20____



WITNESS the signatures of the above parties on the date(s) set forth below.

SELLER:

Providence Redevelopment Agency

Name:
Title:
Date Signed: _____, 20__

BUYER:

THE ASPEN GROUP, INC.

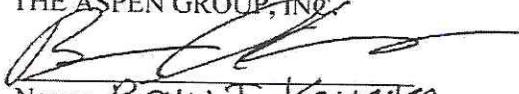

Name: Brian J. Keller
Title: President
Date Signed: 2/19, 2016

Exhibit A

Legal Description

Exhibit B

Form of Deed

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this ___ day of _____ 20__ by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and _____ (hereinafter the "Grantee"), and for and in consideration of the sum of Two Million Fifty Thousand Dollars (\$2,050,000.00) paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, including without limitation any redevelopment plan (a such term is defined in R.I.G.L. §45-31-8) affecting the Property, whether of record or otherwise; and

C. Those matters set forth in the Agreement Regarding Covenants, Conditions and Restrictions attached to this deed as Exhibit B, the terms of which are hereby incorporated by reference.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

[Signature page follows]

IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this ___ day of _____, 20__.

PROVIDENCE REDEVELOPMENT AGENCY

By: _____
Name:
Title:

STATE OF RHODE ISLAND) SS
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the ___ day of _____, 20__, before me appeared the above named _____, to me known and known by me to be the _____ of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

Notary Public;
My Commission Expires: _____

EXHIBIT "A"

To Bargain & Sale Deed

[Legal description]

Property Address:

Grantee's Address:

EXHIBIT "B"

To Bargain and Sale Deed

Agreement Regarding Covenants, Conditions and Restrictions

The conveyance set forth in the deed to which this exhibit is attached is expressly made subject to, and conditioned upon, the covenants, conditions and restrictions set forth herein (the "Deed Restrictions"), all of which are hereby agreed to and consented to by Grantor and Grantee. The Deed Restrictions (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) are not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of the Deed Restrictions to become effective and constitute a deed restriction and covenant running with the Property are deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to ensure that the Deed Restrictions run with the Property.

I. Definitions

"Building" means at least one new building on the Property containing at least thirty thousand (30,000) rentable square feet of space, to be constructed by Grantee in accordance with the Development Plans (defined below).

"Commence Substantial Construction" means that Grantee has delivered to Grantor a certificate from a Rhode Island licensed civil engineer or architect unrelated to Grantee certifying that actual, vertical construction work on the Building has commenced above ground level. To be clear: site work, foundation work, any improvements that would not constitute fixtures, and any work that does not require a building permit shall not satisfy Grantee's obligation to Commence Substantial Construction;

"Completion" (and related terms such as "Completed" and "Complete") means, with respect to the Building, that Grantee has secured a Certificate of Occupancy (which may be a temporary certificate of occupancy) for the Building and the completion of the site work related thereto sufficient to allow the use of the Building for its intended use;

"Development Plans" means the so-called "Land Development Plans" approved by the City of Providence Plan Commission for the development of the Property and construction of the Building;

"Hazardous Substances" means any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety;

"Premises" means the Property, together with all improvements now or hereafter located thereon;

“Unavoidable Delay” means any fire or other casualty, national emergency, emergency governmental or municipal laws or restrictions, enemy action, civil commotion, strikes or lockouts (not caused by or arising out of the acts of Grantee), inability to obtain labor or materials in connection with an emergency or national crisis, war or national defense pre-emptions, unusual or extraordinary weather conditions, acts of God, energy shortages or other similar causes beyond the reasonable control of the Grantee (other than inability to obtain or make payment of money) and including, without limitation, any delay caused by an economic recession (i.e., a decline in real GDP for at least two consecutive quarters either in the State of Rhode Island or in the United States as a whole), or a significant economic downturn as asserted by Buyer and concurred with by the Seller acting reasonably, that impedes the ability of Grantee to obtain financing on terms deemed reasonable by Grantee from an institutional source or causes Grantee to determine, in good faith, that the construction of the Building should be delayed to ensure its success; any act or omission of the Grantor or any governmental authority; or any legal challenge to any aspect of the Building or other buildings proposed by Grantee made by any third party. Any delay in the satisfaction of the Grantee’s applicable obligation, to the extent actually caused by any of the foregoing events, is referred to as an “Unavoidable Delay”, and the time or time limit for such performance (other than an obligation requiring the payment of a sum of money), including without limitation, the time to Commence Substantial Construction and Complete the Building, shall be extended for a period equal to the period of any such Unavoidable Delay, provided Grantee notifies Grantor in writing of the existence and nature of any Unavoidable Delay within sixty (60) days after becoming actually aware of the onset of any such Unavoidable Delay. The Grantee shall keep the Grantor informed, in writing, of all further developments concerning any such Unavoidable Delay.

II. Covenants and Restrictions

2.1 Use of the Premises. From and after the date of the deed until such time Grantee has executed the first leases with bona-fide third party lessees for all of the leasable space in the Building and such lessees have taken possession of their premises under such leases (the “Initial Lease-Up”), the Building shall predominantly be used for (and such leases for such predominant users shall restrict the use of the Building to) medical-related uses, as well as first floor retail (if possible, in Grantee’s reasonable judgment), and office or other commercial space and related accessory or ancillary uses customarily associated therewith and used in conjunction therewith. To be clear, “medical-related uses” shall include, without limitation, uses that support, or are supported by, the healthcare industry, including without limitation, hospital activities, medical and dental practice activities, activities of, or under the supervision of, health professionals and/or allied health professions, and activities relating to healthcare equipment and services, pharmaceuticals, biotechnology and related life sciences, as well as professionals primarily servicing such activities, and offices and other commercial space associated therewith. In no event may the Initial Lease-Up of the Building be for any use that is not permitted by right or by special use permit granted by the applicable governmental authorities, unless consented to by Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. At the sole option of the Grantee, the Building may be a part of a larger development containing, in Grantee’s sole discretion, multiple buildings which may be used for such uses as Grantee may choose in its sole discretion, including, without limitation, any office, commercial or retail use or uses. As used herein the terms “office” and “commercial” and “retail” shall be construed as

broadly as possible and shall include, without limitation, any professional offices; general offices; restaurants; health care clinics; health care facilities; hotels; banks; medical rehabilitation facilities, research and development facilities; and any other form of commercial, retail or office uses designated as such under the Zoning Ordinances of the City of Providence. The covenants and restrictions set forth in this section 2.1 shall automatically terminate ten (10) years following the completion of the Initial Lease Up, provided however that such covenants and restrictions shall automatically terminate earlier with respect to any premises in the Building subject thereto, where the initial term under a lease executed in connection with the Initial Lease Up has expired or has been earlier terminated by Grantee as a result of a default by the tenant thereunder, provided in all events that the tenant thereunder has vacated its premises. Thereafter, promptly upon the written request of Grantee, the Grantor will execute and deliver to Grantee a recordable instrument confirming the termination of the aforesaid covenants and restrictions.

2.2 Construction of the Building. The parties hereto acknowledge and agree that the Grantee's agreement to develop the Premises in accordance with the terms of this Deed (which, to be clear, includes the terms set forth in this agreement regarding covenants, conditions and restrictions) is a material inducement to Grantor agreeing to sell the Premises to Grantee. The parties recognize that the Grantee, and not the Grantor, shall have full responsibility for the development of the Building and any other buildings and uses desired by Grantee. Subject to Unavoidable Delay, Grantee shall Commence Substantial Construction of the Building within two (2) years following the date of the recording of this Deed. Thereafter, subject to Unavoidable Delay, Grantee shall work diligently and continuously to Complete construction of the Building in accordance with the Development Plans. Notwithstanding anything contained herein to the contrary, in no event may the deadline for Grantee to Commence Substantial Construction of the Building be extended for more than an additional twelve (12) months by reason of an Unavoidable Delay (or for any other reason). Promptly following Grantee's Completion of the Building in accordance with the terms hereof Grantor shall, if Grantee so desires and requests of Grantor in writing, furnish Grantee with a "Certificate of Completion" in recordable form, which Certificate of Completion shall be deemed a conclusive determination of Grantee's satisfaction of the covenants and restrictions of this Deed with respect to the obligation of Grantee to construct the Building and otherwise.

2.3 Prohibition Against Transfer. Prior to issuance of the Certificate of Occupancy, (including a temporary certificate of occupancy) for the Building Grantee shall not sell, assign, convey, lease or transfer to anyone (i) the Premises, or any part or interest thereof except for any grant of a mortgage or mortgages to a bona fide third party institutional lender or lenders providing acquisition, development or construction financing for the development of the Premises; transfers resulting from the exercise of any remedies by the holder of a mortgage on the Premises, (ii) any interest in the legal entity that constitutes the Grantee, or (iii) contract or agree to do any of the same, without the prior written approval of Grantor such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, prior to the issuance of a Certificate of Occupancy, (including a temporary certificate of occupancy) for the Building, Grantee shall have the right, without the need to obtain the approval of the Grantor, to: (a) execute a lease or leases of all or any portions of the Premises under which the occupancy by the tenant(s) is expressly subject to and contingent upon the issuance of a Certificate of Occupancy, (including a temporary certificate of occupancy) for the Building; and (b) transfer interests in the legal entity that constitutes the Grantee (i) among the holders of such

interests as of the date of this Deed; (ii) as a result of the operation of law; or (iii) if required to obtain additional required equity or debt from third parties. In all events, any such transferee, assignee, lessee or the like shall be subject to the covenants and restrictions of this Deed.

2.4 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of this Deed, bona fide third party institutional holders of any mortgages secured by the Premises shall not be obligated by this Deed to construct the Building as provided herein. However, any other party who thereafter obtains title to the Premises (or part thereof) from or through such holder or any other grantee at foreclosure sale other than the holder of the mortgage itself shall be obligated by the covenants and restrictions set forth herein (including, without limitation, the requirement to construct the Building; provided, however, that the period of time necessary for such mortgage holder to exercise its remedies and to cause the transfer of title to the Premises to a third party shall constitute an Unavoidable Delay, but without the time limitation set forth in Section 2.2 hereof.

2.5 Environmental Matters. Grantee hereby:

(1) releases and holds harmless (but does *not* indemnify) Grantor with respect to any liability whatsoever relating to Hazardous Substances on, at, under or around (i.e., having migrated from) the Premises or the improvements thereon, as of the day before the date of this Deed, and that were caused by either Grantor or the City of Providence, and

(2) releases, holds harmless *and* indemnifies (including duty to defend) Grantor and the City of Providence with respect to:

(i) any Hazardous Substances that first exist on, at, under or around (i.e., having migrated from) the Premises on or after the date of this Deed (except to the extent that the Grantor or the City of Providence or anyone acting on their behalf directly causes such Hazardous Substances to exist at the Premises), and

(ii) Any Hazardous Substances that Grantor would not be released from under the terms of this Subsection (i), to the extent that Grantee or those claiming by through or under Grantee exacerbate such Hazardous Substances.

Such indemnification and duty to defend by Grantee, does not include issues relating to *whether* the Grantee has an obligation to indemnify the Grantor hereunder, unless it is determined that the Grantee does have a duty to indemnify the Grantor. Without limiting the foregoing, Grantee acknowledges and agrees that it shall be responsible, at its sole cost and expense, for all costs and expenses arising out of or in connection with any obligations or requirements concerning Hazardous Substances at the Property imposed by the Rhode Island Department of Environmental Management.

III. Remedies

3.1 Remedies. In the event of any default or breach of the terms of this Deed, or any of its terms or conditions (including those set forth in this Exhibit B to the Deed), by either party

hereto, or any permitted successor, such party (or permitted successor) shall, upon written notice of such default and demand for cure from the other, proceed immediately to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within sixty (60) days of such notice of default and demand for cure, or such additional period of time as is reasonably necessary based on the nature of the default so long as the defaulting party commences the cure within said sixty (60) day period and thereafter pursues the cure with diligence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, to the extent provided in, and limited by, this Section III, all as more specifically provided hereinafter:

(a) In the event that after the conveyance of the Property or any part thereof to Grantee, and prior to Completion of the Building, the Grantee (or its permitted successor in interest) shall default under its obligations imposed by this Deed by failing to Commence Substantial Construction of the Building within two (2) years following the date of recording of this Deed (as such time period may be extended as herein provided), and any such default shall not be cured or remedied within sixty (60) days after written demand by Grantor, then, in any such event, Grantor shall have the right and option, as Grantor's exclusive remedy at law or in equity for any such default, to purchase the Premises for Two Million Fifty Thousand Dollars (\$2,050,000.00), exercisable upon ninety (90) days advance written notice and opportunity to cure (the "Grantor's Option"), and to seek specific performance of such option. If so exercised by Grantor, Grantee shall convey the Property to Grantor by quitclaim (release) deed conveying good clear record and marketable title to the Property subject to all title matters of record as of the date of recording of this Deed to Grantor within ninety (90) days following the date Grantor notifies Grantee in writing of its exercise of Grantor's Option, in the same condition (including without limitation the condition of title and survey) as it existed as of the date the same was conveyed to Grantee by this Deed, subject only to such improvements made by the Grantee to the Property after the date of this Deed.

(b) In the event that after the conveyance of the Property or any part thereof to Grantee, and prior to Completion of the Building:

(1) The Grantee (or its permitted successor in interest) shall fail to pay any taxes or assessments on the Property prior to delinquency, or shall place thereon any encumbrance or lien unauthorized by this Agreement, other than for real estate taxes and assessments, or a mortgage or mortgages securing financing for the acquisition, development or construction of the Building or any other buildings proposed by Grantee, or shall suffer any levy or attachment, mechanics' lien, or any other unauthorized encumbrance or lien to be attached, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Grantor made for such payment, removal, or discharge (including bonding of any of the foregoing), within (60) days after written demand by Grantor;

(2) There is, in violation of this Deed, any transfer of the Property or any part

thereof, or any change in the ownership or distribution of stock or other ownership interest of Grantee, or other violation of Section 2.3 of these Deed Restrictions, and such violation shall not be cured within sixty (60) days after written demand by Grantor; or

(3) Grantee shall fail to Complete the Building within three hundred sixty five (365) days following the date that Grantee Commences Substantial Construction of the Building (the "Completion Deadline"); provided however that the Completion Deadline shall be extended for Unavoidable Delay for a period of time not to exceed one (1) year;

then, in any such event, Grantor shall have all of its rights at law or in equity, including without limitation the right of specific performance, all of which are hereby expressly reserved, except that Grantor shall not have the Grantor's Option for any such default.

(c) Notwithstanding anything to the contrary contained in this Section 3.1, Grantor's Option set forth in subsection (a) above shall terminate on the earlier to occur of the following (the "Option Termination Date"): (i) the date Grantee Commences Substantial Construction of the Building, including without limitation in the event Grantee Commences Substantial Construction of the Building after the date that Grantor notifies Grantee of its exercise of the Grantor's Option, or (ii) the date that Grantee delivers to Grantor written notice (which, in all events, shall be delivered prior to the deadline by which Grantor must Commence Substantial Construction of the Building) that Grantee elects to purchase Grantor's Option, thereby rendering the same null and void, for Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00), and delivers such sum to Grantor together with said notice (the "Option Termination Date"). Upon the Option Termination Date, Grantor's Option shall terminate and be of no further force or effect, and within ten (10) days after the delivery by Grantee of written request to Grantor, the Grantor shall certify in a recordable instrument delivered to Grantee that the Grantor's Option has terminated and is no longer in force or effect. In the event Grantee elects to purchase Grantor's Option as set forth in subpart (ii) above, then in addition to the termination of the Grantor's Option, the provisions of Sections 2.1, 2.2 and 2.3 hereof shall be deemed null and void, terminated and of no further force or effect and, without limitation, Grantee shall no longer be obligated to construct the Building, and Grantor shall have no rights or remedies for Grantee's failure to Commence Substantial Construction or Complete the Building as otherwise required hereunder. Within ten (10) days after the delivery by Grantee of written request to Grantor delivered after Grantee's purchase of Grantor's Option, the Grantor shall certify in a recordable instrument delivered to Grantee that the Grantor's Option and the provisions of Sections 2.1, 2.2 and 2.3 have terminated and are no longer in force or effect.

IV. Miscellaneous

4.1 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Rhode Island over any dispute arising out of or relating to this Deed or any of the transactions contemplated hereby and each party hereby

irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. Each of the parties hereto hereby consents to process being served by any party to this Deed in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 4.4 below.

THE PARTIES TO THIS DEED EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (a) ARISING UNDER THIS DEED OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS DEED OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE.

4.2 Entire Agreement. This deed (including schedules, exhibits and annexes hereto and thereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and statements with respect thereto, by and between Grantor and Grantee.

4.3 Governing Law. This Deed shall be governed by and construed in accordance with the laws of the State of Rhode Island applicable to contracts made and performed in such state.

4.4 Notices. Attorneys may give notice on behalf of their client. All notices and other communications under this deed shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), or (ii) one (1) business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a party may have specified by notice given to the other party pursuant to this provision):

If to Grantor, to:

Providence Redevelopment Agency
444 Westminster Street
Providence, Rhode Island 02903
Attn: Mr. Donald Gralnek, Executive Director

With a copy (which copy shall not constitute notice) to:

Zachary G. Darrow, Esquire
Darrow Everett LLP
One Turks Head Place, 12th Floor
Providence, Rhode Island 02903

If to Grantee, to:

c/o The Aspen Group
100 Riverpark Drive

North Reading, MA 01864
Attn: Brian Kelleher

With a copy (which copy shall not constitute notice) to:

Rick Mann, Esq.
The Law Office of Richard S. Mann
196 Bridle Trail Road
Needham, MA 02492

4.5 Severability. If any term or other provision of this Deed is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this deed shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Deed so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4.6 Binding Effect; Assignment. Grantee unconditionally and irrevocably guarantees, jointly and severally with any party that holds title to the Premises (and improvements thereon) from time to time, all of the obligations of the "Grantee" under this Deed, all of which obligations survive the delivery of the Deed and run with the land (until all such obligations are fulfilled).

4.7 Business Days. If the final day of any period or any date of performance under this deed falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

4.8 Professional Fees. In the event of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Deed, then in that event the prevailing party shall be entitled to have and recover of from the other party all reasonable costs and expenses of the action or suit, including reasonable attorneys' fees actually incurred.

4.9 Time of the Essence. The parties agree that time is of the essence for all purposes hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement Regarding Covenants and Restrictions as of the dates set forth below.

PROVIDENCE REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____

STATE OF RHODE ISLAND) SS
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the ___ day of _____, 20__, before me appeared the above named _____, to me known and known by me to be the _____ of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

Notary Public: _____
My Commission Expires: _____

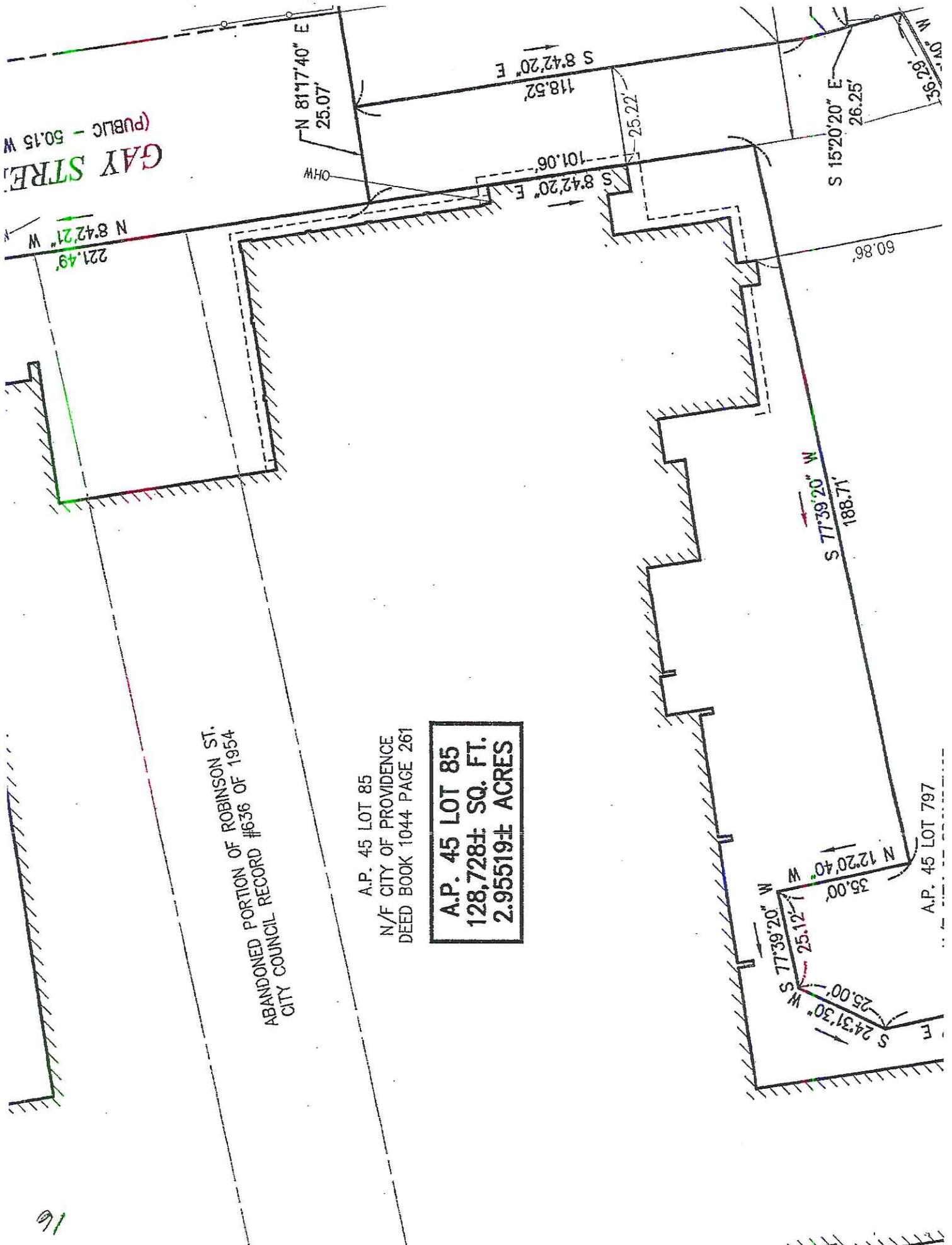
GRANTEE:

By: _____
Name: _____
Title: _____

STATE OF RHODE ISLAND) SS
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the ___ day of _____, 20__, before me appeared the above named _____, to me known and known by me to be the _____ of said _____, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said _____.

Notary Public: _____
My Commission Expires: _____



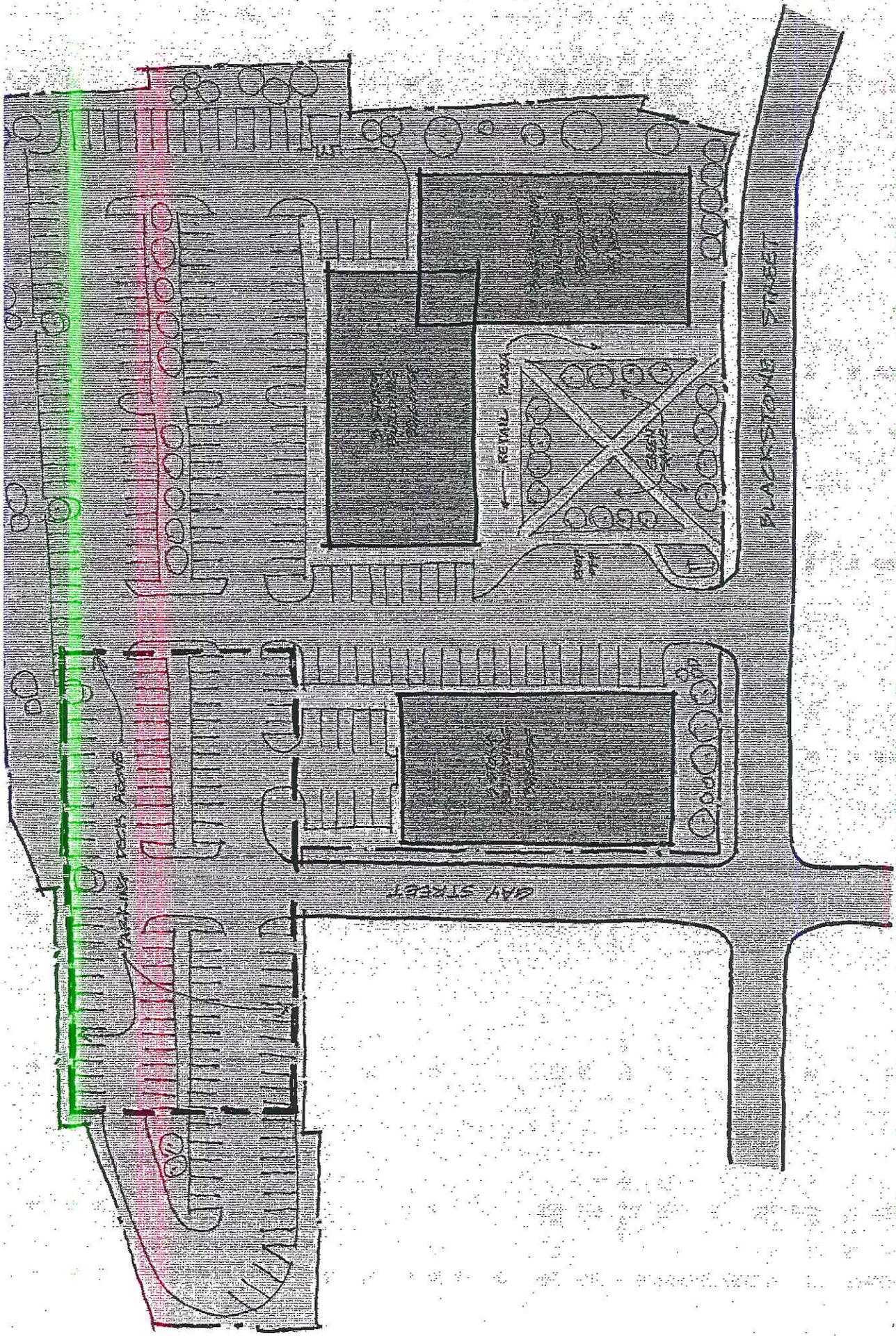
ABANDONED PORTION OF ROBINSON ST.
 CITY COUNCIL RECORD #636 OF 1954

A.P. 45 LOT 85
 N/F CITY OF PROVIDENCE
 DEED BOOK 1044 PAGE 261

A.P. 45 LOT 85
128,728± SQ. FT.
2.95519± ACRES

A.P. 45 LOT 797

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Conceptual Site Plan



**FLYNN SCHOOL
Blackstone Street
Providence, RI**

REDEVELOPMENT SUMMARY

A. Proposed Use

- First Class Office/Medical Office Space
- Supportive Retail at Grade Level
- 100,000 – 120,000+ SF
- 3-4 Stories
- Exterior Public/Green Spaces
- Parking – Surface and Possible Parking Deck

B. Project Goals & Objectives

- Expand on Revitalization of South Providence Area
- Community Supportive Project (MBE/WBE)
- Modern Design Integrating Exterior Public/Green Spaces
- Flexible Design/Building Sizes & Floorplates to Maximize (Pre) Leasing Potential

C. Project Team

- Developer – The Aspen Group, North Reading, MA
- Architect – Vision3 Architects, Providence, RI
- Civil Engineer – DiPrete Engineering, Cranston, RI
- Environmental Engineer – VHB, Providence, RI

D. Project Challenges

- Soils Compaction / Structural Considerations
- Environmental Subsurface Conditions (interconnected with above)
- Ability to create “sense of place”
- Leasing Market



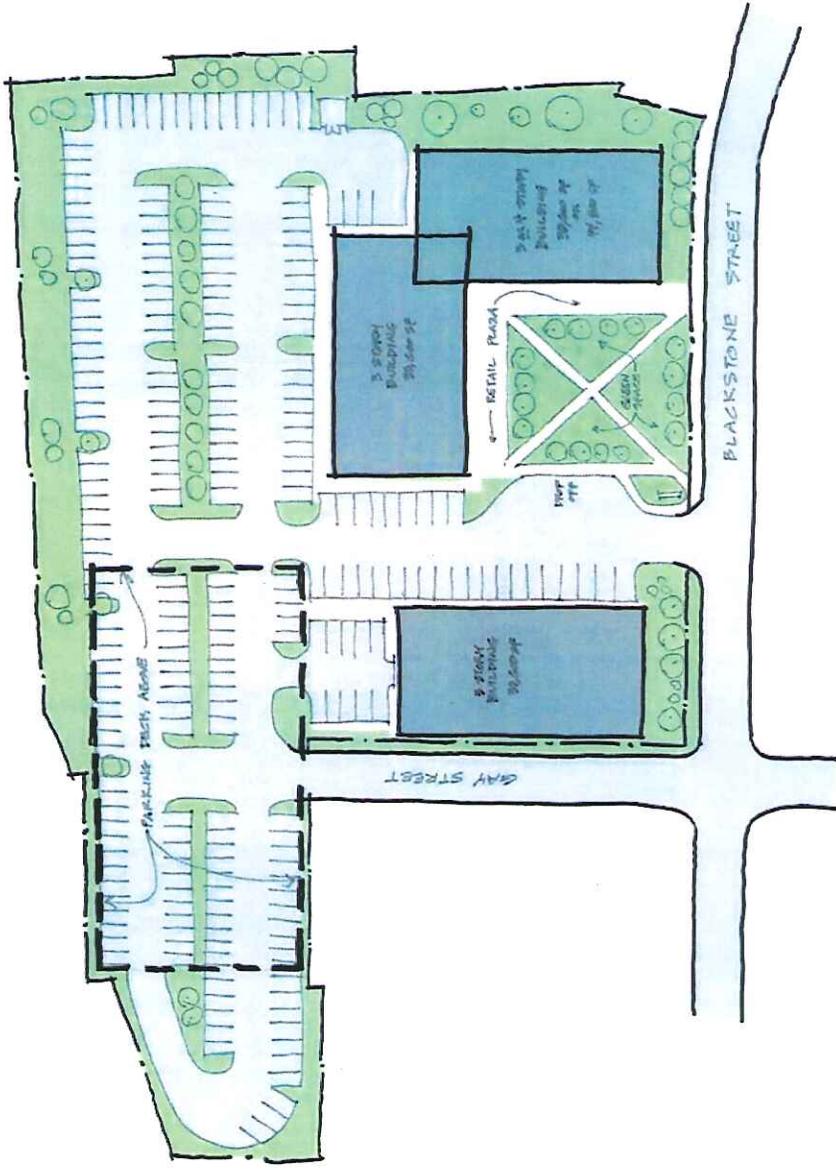
REDEVELOPMENT SUMMARY (cont'd)

E. Purchase & Sale Key Terms

- Purchase Price - \$2,050,000.
- Deposit - \$102,500.00
- Land Area – 4.8+/- Acres
- Closing Date – 45 days after end of Permitting Period; however not later than 12 months following City Council Approval of P&S
- Permitting Period – 6 months with ability to extend an additional 6 months to secure all permits / approvals and TSA from City Council; extension payments at \$2,500 per month
- Geotechnical / Soils Contingency – within 30 days of City Council Approval of P&S
- Development Plans – first submission to be filed with City Plan Commission within 75 days of City Council Approval of P&S
- Clawback Provision – if Aspen has not commenced minimum building of 30,000 SF within 2 years of Closing, with right to extend for 12 months for Unavoidable Delays, City has right to buy back the property at the Purchase Price

F. Developer Profile – The Aspen Group

- Founded 1992
- Real Estate Development and Services Company
- Areas of Focus – Greater Boston and Rhode Island
- Representative Rhode Island Projects
 - *University Medicine Medical Office Building, East Providence*
 - *WaterFire Arts Center, Valley Street, Providence*
 - *Amos House, Friendship Street, Providence*
 - *Rhode Island Blood Center, Promenade Street, Providence*
 - *South Street Landing Nursing Education Center, Providence (advisor to DOA)*
 - *Home & Hospice Care of Rhode Island, North Main Street, Providence*
 - *Thundermist Community Health Center, Woonsocket*
 - *Thundermist Community Health Center, West Warwick*
 - *Steere House, Borden Street, Providence*
 - *Scandinavian Home, Broad Street, Cranston*
 - *Dialysis Center Facility, Broad Street, Providence*



Conceptual Site Plan