

Addenda B

Sale of Real Property, Town of Tyngsborough Board of Selectmen, 5 Industrial Way

- 1) The first part of Paragraph 4 in Exhibit H is hereby amended to read as follows: “The Premises are to be conveyed to Buyer by a good and sufficient Quitclaim Deed in fee simple running to the Buyer, or to the nominee designated by the Buyer by written notice to Seller, conveying good and clear record and marketable title, free from encumbrances, excepting only the following:...”
- 2) Section 3 in Exhibit H is hereby amended to add the following: “and Seller may retain such deposit as Seller’s sole and exclusive remedy at law and in equity as liquidated damages and neither party shall have any further right or obligation under this Agreement.”
- 3) The reference to “M.G.L. Chapter 7, Section 40JSection 10” of the Purchase and Sale Agreement is hereby deleted.
- 4) Article 6, paragraph C is amended to read as follows: “If a Proposer is submitted by a corporation or other legal entity, it shall state the name and title of the official or officials of the corporation or other legal entity, by whom the Agreement can be legally signed, and be accompanied by a copy of such authority.
- 5) The purchaser’s obligations under the purchase agreement will be contingent upon the purchaser obtaining a variance and/or special permit, if required for purchaser’s use, within 180 days after execution of the purchase agreement and that purchaser shall have the right to terminate the Agreement and receive a return of its deposit if it is unable to obtain such a variance and/or special permit, after due diligence and best efforts, within such time period.
- 6) The time for the purchaser to perform an environmental site assessment is hereby increased from 20 to 60 days and the purchaser shall have the right to terminate the Agreement and receive the return of its deposit if it is not satisfied with the results of such site assessment, due to required remediation identified in an amount exceeding \$5,000.
- 7) Exhibit A is amended by removing all references to M.G.L. Chapter 7, Section 40J, as well as removing the following lines: “None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.” and “The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of lease or rental will require filing a new disclosure with the Division of Capital

Asset Management and Maintenance within thirty (30) days following the change or addition.” And “M.G.L. Chapter 7, Section 40J. Disclosure statements of persons having beneficial interest in real property

Section 40J. No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.”