

ATTACHMENT 4
DRAFT RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS
AUTHORIZING EXECUTION OF AN OFFER TO PURCHASE THE ELLINGTON TRANSFER STATION

WHEREAS, The MIRA Dissolution Authority (the “Authority”) was established pursuant to Public Act 23-170 effective July 1, 2023 as successor to the Materials Innovation and Recycling Authority whereupon it became obligated to wind down the Authority's operations and activities in an orderly and responsible manner, that may include, but is not limited to, the marketing and sale of the Authority's surplus real and personal property; and

WHEREAS, Pursuant to Chapter 446e, as amended by Public Act 23-170, the Authority has the power to sell all or any portion of a waste management project and its real property for such consideration and upon such terms as the Authority may determine to be reasonable; and

WHEREAS, Pursuant to the Authority’s Procurement Policy (“Policy”), the Authority may sell real property without application of the Competitive Process as defined in the Policy, and wherever practicable, property will be sold to a public or regulated entity; and

WHEREAS, The Policy requires the Authority to notify the Chief Executive Officer of the town in which such property is located prior to the sale, which notice has been provided on May 29, 2024; and

WHEREAS, Effective October 18, 2023, the Authority modified its Procurement Policy to provide that no real property shall be sold without a written appraisal having been conducted on behalf of the Authority as client with an appraisal effective date no later than one year prior to board approval of such sale; and

WHEREAS, The Authority has recently obtained real property appraisals for its Watertown and Ellington Transfer Stations, as well as its real property at 211 and 171 Murphy Road in Hartford (collectively, the “real property” or “real properties”); and

WHEREAS, The Authority has contracted O,R&L Commercial to perform as its broker and sellers agent for the sale of such real property; and

WHEREAS, The Authority has provided such appraisals to O,R&L Commercial for its review, established offering prices and authorized O,R&L Commercial to publicly list the real properties for sale; and

WHEREAS, The Authority has further provided direct notice of the sale of the real properties to entities previously expressing interest in such sales or otherwise known to the Authority as potentially interested waste industry participants; and

WHEREAS, Commencing on June 7, 2024, O,R&L listed each of the properties for sale and actively marketed the properties to obtain offers for each property for the Authority’s consideration; and

WHEREAS, The Authority, working with O,R&L, established a deadline of September 19, 2024 for receipt of offers from potential buyers interested in 211 and 171 Murphy Road in Hartford and the Ellington Transfer Station; and

WHEREAS, At its September 25, 2024 Special meeting, the Authority’s Finance Committee directed staff to seek clarification and modification of an Offer to Purchase received from Murphy Road Holdings, Inc. for the Ellington Transfer Station including obligations pursuant to Connecticut’s “Transfer Act” and the timeframe within which to close such sale including necessary subdivision of the transfer station from adjoining landfill property which has now been received by staff; and

WHEREAS, the Authority now desires to proceed with such modified and clarified Offer to Purchase the Ellington Transfer Station received from Murphy Road Holdings, Inc.

NOW THEREFORE, be it

RESOLVED: That the President is authorized to execute the Offer to Purchase the Ellington Transfer Station received from Murphy Road Holdings, Inc. attached hereto as Exhibit A.

FURTHER RESOLVED: That the President is authorized to execute all necessary closing documents, including any purchase and sale agreement, subdivision documents, Department of Energy and Environmental Protection approvals, and deed to transfer such property and appurtenant rights, provided that any terms are consistent with the terms of the attached Offer to Purchase and executed on or the before close of business June 26, 2025.

FURTHER RESOLVED: Management is directed to draw up to \$30,000 from the Property Division's South Meadows Transition Contingency Reserve for payment of legal services and other expenses incurred in the development of such closing and related documents and approvals consistent with the terms of the attached Offer to Purchase and properly vacating the Ellington Transfer Station.

PROCEDURAL REQUIREMENTS (Offer to Purchase Ellington Transfer Station)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington					
Matthew M. Dayton					
David S. Steuber					
William P. Beccaro					

Board Requirements:

- Quorum – 6 Directors
- ___ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ___ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 Annual Consideration (22a-268)
 - ___ Proposed Procedure (1-120)
 - ___ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ Expenditure of \$50,000 or more for outside consultant
 - ___ Entering Executive Session
 - ___ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 - David Barkin					
4 - Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 - Michael Walsh					
8 - John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

EXHIBIT A

OFFER TO PURCHASE THE ELLINGTON TRANSFER STATION

OFFER TO PURCHASE

September 19, 2024

EMAIL (lmassirio@ORLcommercial.com; twilks@ORLcommercial.com)

O, R&L Commercial Integrated Real Estate Services
2340 Silas Deane Highway
Rocky Hill, CT 06067
Attn: Luke Massirio

O, R&L Commercial Integrated Real Estate Services
2 Summit Place
Branford, CT 06450
Attn: Thomas Wilks

**Re: Currently (inactive) Fully Permitted Waste Transfer Station
Approximate acreage estimated at 3.65 acres
217 Sadds Mill Road, Ellington, CT (the "Property) Offer to Purchase**

Gentlemen:

This Offer to Purchase (this "Offer") sets forth a proposal by Buyer to purchase from Seller the above-referenced Property. The Property is estimated to contain approximately 3.65 acres, but shall be subject to adjustment as may be required to comply with applicable zoning requirements for the operation of a waste transfer station once the Property is split off from the abutting landfill property. The Property contains an approximate 10,280 sf 2-story (currently inactive) fully permitted waste transfer station. The closing of this transaction is expressly contingent upon the Property first being legally split by Seller at its expense from the approximate 34.65 acre single tax parcel that also contains such landfill, whether through subdivision, or otherwise (the "Property Split"), with Seller ensuring that the size and configuration of the resulting parcel is compliant with all applicable zoning regulations necessary for the operation of a waste transfer station after the closing, and Seller securing any necessary Ellington Planning and Zoning approvals for the Property Split. This Offer is expressly not an offer for the purchase of any portion of the abutting landfill.

Buyer: Murphy Road Holdings, Inc., or its designated affiliate

Seller: The MIRA Dissolution Authority

Purchase Price: *\$2,600,000.00

*If Seller receives one or more additional written bona fide offers, with a purchase price higher than that set forth above but otherwise with substantially similar terms and conditions as set forth herein (a Higher Offer.), the Purchase Price set forth above (as may be increased in accordance with this provision) shall be automatically increased to \$50,000.00 more than the highest "Net Higher Offer." The term "Net Higher Offer" shall mean the stated purchase price of the Higher Offer (or the maximum price if the Higher Offer contains a price escalation clause) less any price adjustments such as Seller concessions and other financial offsets included in such Higher Offer. Examples of such offsets may include, for example, Seller cash or cash-equivalent concessions, which, for the purposes of this escalation provision, shall be considered a net reduction in the Higher Offer for purposes of the escalation and the resulting increased Purchase Price offered by the Buyer hereunder. By way of example, if such Higher Offer is \$100,000 more than this Buyer's offer, but has a requirement of a Seller concession at closing totaling \$25,000.00 for the benefit of such Higher Offer, then for the purposes of this escalation provision, the escalation by this Buyer shall be deemed to be \$50,000.00 over the net offset difference of \$75,000.00 (thus, a net increase in the Buyer's original Purchase Price of \$125,000.00 shall automatically be made). This automatic increase can be used multiple times.

**Financing
Contingency:**

None.

Deposit:

Within two (2) business days following Seller's acceptance of this offer, Buyer will make a \$50,000.00 Earnest Money Deposit to be held in escrow pending closing. The deposit is nonrefundable (except in the case of a Seller default and failure to close in accordance with the terms set forth herein) but shall be applied to the purchase price.

Due Diligence:

Except as otherwise set forth herein with respect to the separation of the Property from the abutting landfill and the size and configuration of the Property being compliant with applicable zoning regulations for the operation of a waste transfer station, Buyer shall take the Property in its "as is/where is" condition subject only to the title covenants in the deed, and releases Seller from any and all claims regarding the Property or its condition. If the sale of the Property constitutes a "transfer of establishment" as defined in C.G. S. 22a-134 ("Transfer Act"), Buyer shall (a) be the so-called Certifying Party (as defined therein) on any Transfer Act forms that may be applicable, and (b) indemnify and hold the Seller harmless from any and all costs, liability, fees and expenses related to the Transfer Act. The foregoing provisions shall survive closing and delivery of the deed.

Title:

Seller will deliver marketable title via limited warranty deed free of all defects and encumbrances except those that may be reasonably acceptable

to the Buyer. The Property will be unoccupied at closing. Seller shall provide a title affidavit that states there are no parties in possession or work performed in the last 90 days.

- Closing Date:** This sales transaction shall be a so-called "sign and close" whereby the parties will proceed directly and promptly to closing with all necessary and customary documents to be signed and delivered at closing (subject to the provisions herein) and shall close subject to clear title and the transaction is approved by Seller's Board of Directors.
- Permit:** The Seller shall work in good faith and in a commercially reasonable manner (a) to complete the transfer and/or assignment of a zoning special permit for the operation of a waste transfer station to Buyer and (b) to facilitate the transfer of the solid waste permit to operate a solid waste facility issued by DEEP to Buyer. Such work by Seller shall remain post-Closing obligations of Seller if Seller's obligations to complete both (a) and (b) have not both been completed by closing. Buyer acknowledges that DEEP's approvals may include, as a condition of such approvals, the requirement to grant an easement over the Property for DEEP's obligations with regard to the landfill.
- Costs:** Buyer and Seller shall each pay their own expenses incurred in connection with the transaction. Transfer taxes will be paid by Seller at closing to the extent non-exempt.
- Expiration:** Unless Seller countersigns this Offer and returns it to Buyer within forty-five (45) days following the date of this Offer, this Offer shall expire and be of no further force or effect. The closing shall occur within thirty (30) days following the date Seller finalizes with the local zoning authority the appropriate Property Split, which time may include any additional time needed for Seller to defend any timely appeals filed to any proposed subdivision, if applicable.
- Broker:** O,R&L Commercial Integrated Real Estate Services All brokers' fees shall be paid by Seller.
- Exclusivity:** Buyer and Seller will proceed in good faith to complete the closing as soon as possible following the date Seller countersigns this Offer, and the period from said date until the closing date or earlier expiration is deemed to be the "Exclusivity Period." During the Exclusivity Period, Seller shall not solicit, negotiate, accept, or otherwise take any action with regard to any other possible offer or actual offer from a third party, including, without limitation, taking any so-called "back-up offers."

If the terms described above are acceptable, please indicate your approval below, whereby both parties agree to promptly pursue this closing in good faith in accordance with the terms agreed to herein.

Sincerely,

Murphy Road Holdings, Inc.

By: _____

Frank Antonacci
Manager

Agreed and accepted as of _____, 2024.

For Seller:

The MIRA Dissolution Authority

By: _____
Name: _____
Title: _____

ATTACHMENT 5
DRAFT RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS
AUTHORIZING EXECUTION OF AN OFFER TO PURCHASE MURPHY ROAD PROPERTIES

WHEREAS, The MIRA Dissolution Authority (the “Authority”) was established pursuant to Public Act 23-170 effective July 1, 2023 as successor to the Materials Innovation and Recycling Authority whereupon it became obligated to wind down the Authority's operations and activities in an orderly and responsible manner, that may include, but is not limited to, the marketing and sale of the Authority's surplus real and personal property; and

WHEREAS, Pursuant to Chapter 446e, as amended by Public Act 23-170, the Authority has the power to sell all or any portion of a waste management project and its real property for such consideration and upon such terms as the Authority may determine to be reasonable; and

WHEREAS, Pursuant to the Authority’s Procurement Policy (“Policy”), the Authority may sell real property without application of the Competitive Process as defined in the Policy, and wherever practicable, property will be sold to a public or regulated entity; and

WHEREAS, The Policy requires the Authority to notify the Chief Executive Officer of the town in which such property is located prior to the sale, which notice has been provided on May 29, 2024; and

WHEREAS, Effective October 18, 2023, the Authority modified its Procurement Policy to provide that no real property shall be sold without a written appraisal having been conducted on behalf of the Authority as client with an appraisal effective date no later than one year prior to board approval of such sale; and

WHEREAS, The Authority has recently obtained real property appraisals for its Watertown and Ellington Transfer Stations, as well as its real property at 211 and 171 Murphy Road (including ancillary properties 163H Murphy Road and 55 Maxim Road) in Hartford (collectively, the “real property” or “real properties”); and

WHEREAS, The Authority has contracted O,R&L Commercial to perform as its broker and sellers agent for the sale of such real property; and

WHEREAS, The Authority has provided such appraisals to O,R&L Commercial for its review, established offering prices and authorized O,R&L Commercial to publicly list the real properties for sale; and

WHEREAS, The Authority has further provided direct notice of the sale of the real properties to entities previously expressing interest in such sales or otherwise known to the Authority as potentially interested waste industry participants; and

WHEREAS, Commencing on June 7, 2024, O,R&L listed each of the properties for sale and actively marketed the properties to obtain offers for each property for the Authority’s consideration; and

WHEREAS, The Authority, working with O,R&L, established a deadline of September 19, 2024 for receipt of offers from potential buyers interested in 211 and 171 Murphy Road in Hartford and the Ellington Transfer Station; and

WHEREAS, At its September 25, 2024 Special meeting, the Authority’s Finance Committee directed staff to seek clarification and modification of an Offer to Purchase received from Murphy Road Holdings, Inc. for 211 and 171 Murphy Road in Hartford including obligations pursuant to Connecticut’s “Transfer Act” and real property descriptions which have now been received by staff; and

WHEREAS, the Authority now desires to proceed with such modified and clarified Offer to Purchase 211 and 171 Murphy Road in Hartford received from Murphy Road Holdings, Inc.

NOW THEREFORE, be it

RESOLVED: That the President is authorized to execute the Offer to Purchase 211 and 171 Murphy Road in Hartford received from Murphy Road Holdings, Inc. attached hereto as Exhibit A.

FURTHER RESOLVED: That the President is authorized to execute all necessary closing documents, including any purchase and sale agreement and deed to transfer such property and appurtenant rights, provided that any terms are consistent with the terms of the attached Offer to Purchase and executed on or the before close of business November 1, 2024.

FURTHER RESOLVED: Management is directed to draw up to \$30,000 from the Property Division's South Meadows Transition Contingency Reserve for payment of legal services and other expenses incurred in the development of such closing documents consistent with the terms of the attached Offer to Purchase and properly vacating 211 and 171 Murphy Road.

PROCEDURAL REQUIREMENTS (Offer to Purchase Murphy Road Properties)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington					
Matthew M. Dayton					
David S. Steuber					
William P. Beccaro					

Board Requirements:

- Quorum – 6 Directors
- ___ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ___ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 Annual Consideration (22a-268)
 - ___ Proposed Procedure (1-120)
 - ___ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ Expenditure of \$50,000 or more for outside consultant
 - ___ Entering Executive Session
 - ___ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

EXHIBIT A

OFFER TO PURCHASE MURPHY ROAD PROPERTIES

OFFER TO PURCHASE

September 19, 2024

EMAIL (lmassirio@orlcommercial.com; twilks@orlcommercial.com)

O, R&L Commercial Integrated Real Estate Services
2340 Silas Deane Highway
Rocky Hill, CT 06067
Attn: Luke Massirio

O, R&L Commercial Integrated Real Estate Services
2 Summit Place
Branford, CT 06450
Attn: Thomas Wilks

**Re: 163H, 171 and 211 Murphy Road and 55 Maxim Road, Hartford, CT (collectively,
the “Property”)
Offer to Purchase**

Gentlemen:

This Offer to Purchase (this “Offer”) sets forth a proposal by Buyer to purchase from Seller the above-referenced Property. The Property is understood to contain a total of approximately 10.28 acres, with an approximate 7.287 acres and 92,616 sf fully equipped, permitted single and dual stream recycling facility (presently inactive) identified by the City of Hartford Assessor as Parcel ID #316-694-016, having the address of 211 Murphy Road, Hartford (the “Recycling Facility Parcel”) and that certain parcel with approximately 21,600 square feet containing a scale facility identified by the City of Hartford Assessor as Parcel ID #316-694-018, also known as 163H Murphy Road, Hartford, which parcel is recognized as containing certain scales and a scale house (the “Scale Parcel”) (the Recycling Facility Parcel and the Scale Parcel, commonly, collectively and hereinafter referred to “211 Murphy Road”), 171 Murphy Road, Hartford, CT, an approximate 1.27-acre parcel containing a warehouse building with approximately 19,200 sf of floor area, and 55 Maxim Road, an approximately 1.23-acre parcel consisting of a railway bed. The term “Property” shall also be deemed to include any personal property of Seller located at said addresses, including, without limitation, any museum articles and display materials, as well as any equipment which Seller elects to leave in place and transfer to the Buyer as part of this transaction. Any such personal property shall be accepted by Buyer in its then “As Is, Where As” condition. Seller shall have no obligation to leave any such personal property in place to be transferred to Buyer.

Buyer commits to renovating and opening to the public the currently closed “trash museum” to improve and increase materials management and conservation education for local communities.

Buyer: Murphy Road Holdings, Inc., or its designated affiliate(s)

Seller: The MIRA Dissolution Authority

O, R&L Commercial Integrated Services
September 19, 2024
Murphy Road Holdings - Offer to Purchase
163H, 171 & 211 Murphy Road and 55 Maxim Road, Hartford, CT

Purchase Price: *\$ 12,000,000.00

*If Seller receives one or more additional written bona fide offers, whether jointly for all properties, or separately from multiple buyers, but in either case, when all properties are considered together, the total purchase price for all is higher than that set forth above but otherwise substantially similar terms and conditions as set forth herein (with all properties considered together, collectively, a "Higher Offer"), the Purchase Price set forth above (as may be increased in accordance with this provision) shall be automatically increased to \$50,000.00 more than the highest collective "Net Higher Offer" for all properties. The term "Net Higher Offer" shall mean the stated purchase price of the Higher Offer (or the maximum price if the Higher Offer contains a price escalation clause) less any price adjustments such as Seller concessions and other financial offsets included in such Higher Offer. Examples of such offsets may include, for example, Seller cash or cash-equivalent concessions, which, for the purposes of this escalation provision shall be considered a net reduction in the Higher Offer for purposes of the escalation and the resulting increased Purchase Price offered by the Buyer hereunder. By way of example, if such Higher Offer (collectively for all properties) is \$100,000 more than this Buyer's offer for all properties, but has a requirement of a Seller concession for any or all properties at closing totaling \$25,000.00 for the benefit of such collective Higher Offer, then for the purposes of this escalation provision, the escalation by this Buyer shall be deemed to be \$50,000.00 over the net offset difference of \$75,000.00 (thus, a net collective increase in the Buyer's original Purchase Price of \$125,000.00 shall automatically be made). For further clarification, the foregoing escalation provision is to apply to all properties considered collectively to be a single Higher Offer when compared to this Buyer's offer for all properties, regardless of whether there are offers on the separate properties by different purchasers, or collectively by a single competing purchaser. This automatic increase can be used multiple times.

**Financing
Contingency:**

None.

Deposit:

Within two (2) business days following Seller's acceptance of this offer, Buyer will make a \$50,000.00 Earnest Money Deposit to be held in escrow pending closing. The deposit is nonrefundable (except in the case of a Seller default and failure to close in accordance with the terms set forth herein) but shall be applied to the purchase price.

Due Diligence

Buyer shall take the property in its "as is/where is" condition subject only to the title covenants in the deed, and releases Seller from any and all claims regarding the property or its condition. In the event the sale of the property

O, R&L Commercial Integrated Services
September 19, 2024
Murphy Road Holdings - Offer to Purchase
163H, 171 & 211 Murphy Road and 55 Maxim Road, Hartford, CT

constitutes a "transfer of establishment" as defined in C.G.S. 22a-134 (the "Transfer Act"), Buyer shall be the so-called Certifying Party (as defined therein). With respect to the Property, if the sale of any portion of the Property constitutes a "transfer of establishment" as defined in the Transfer Act, Buyer shall (a) be the so-called Certifying Party (as defined therein) on any Transfer Act forms that may be applicable, and (b) indemnify and hold the Seller harmless from any and all costs, liability, fees and expenses related to the Transfer Act.

The foregoing provisions shall survive closing and delivery of the deed.

- Permit:** The Seller shall work in good faith, in a commercially reasonable manner to facilitate the transfer and/or assignment from Seller to Buyer of the solid waste permit to operate a solid waste facility at 211 Murphy Road issued by DEEP. Such work by Seller shall remain a post-Closing obligation of Seller if such transfer has not occurred by closing until such time as said transfer or assignment of permit occurs, or Buyer has been issued a new permit.
- Title:** Seller will deliver marketable title via limited warranty deed free of all defects and encumbrances except those that may be reasonably acceptable to the Buyer. The Property will be unoccupied at Closing. Seller shall provide a title affidavit that states there are no parties in possession or work performed in the last 90 days.
- Closing Date:** This sales transaction shall be a so-called "sign and close" whereby the parties will proceed directly and promptly to closing with all necessary and customary documents to be signed and delivered at closing (subject to the provisions herein) and shall close as soon as the Seller is able to provide clear title to the Property and the transaction is approved by Seller's Board of Directors.
- Costs:** Buyer and Seller shall each pay their own expenses incurred in connection with the transaction. Transfer taxes will be paid by Seller at Closing to the extent nonexempt.
- Expiration:** Unless Seller countersigns this Offer and returns it to Buyer, and the closing occurs, within forty-five (45) days following the date of this Offer, this Offer shall expire and be of no further force or effect.
- Broker:** O,R&L Commercial Integrated Real Estate Services
All brokers' fees shall be paid by Seller.
- Exclusivity:** Buyer and Seller will proceed in good faith to complete the closing as soon as possible following the date Seller countersigns this Offer, and the period from said date until the closing date or earlier expiration is deemed to be the

O, R&L Commercial Integrated Services
September 19, 2024
Murphy Road Holdings - Offer to Purchase
163H, 171 & 211 Murphy Road and 55 Maxim Road, Hartford, CT

“Exclusivity Period.” During the Exclusivity Period, Seller shall not solicit, negotiate, accept, or otherwise take any action regarding any other possible offer or actual offer from a third party, including, without limitation, taking any so-called “back-up offers”.

O, R&L Commercial Integrated Services
September 19, 2024
Murphy Road Holdings - Offer to Purchase
163H, 171 & 211 Murphy Road and 55 Maxim Road, Hartford, CT

If the terms described above are acceptable, please indicate your approval below, whereby both parties agree to promptly pursue this closing in good faith in accordance with the terms agreed to herein.

Sincerely,

Murphy Road Holdings, Inc.

By: 
Frank Antonacci
Manager

O, R&L Commercial Integrated Services
September 19, 2024
Murphy Road Holdings - Offer to Purchase
163H, 171 & 211 Murphy Road and 55 Maxim Road, Hartford, CT

Agreed and accepted as of _____, 2024.

For Seller:

The MIRA Dissolution Authority

By: _____
Name: _____
Title: _____