



Seaport West
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Douglas M. McGarrah
617-832-1217 direct
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August 5, 2022

By Electronic Mail

Toni Mooradd, Chair
Ipswich Planning Board
Ipswich, MA 01938

Re: 55 Waldingfield Road

Dear Chair Mooradd and Members of the Board:

Ora. Inc. has declared repeatedly that if the Friends of Waldingfield were serious about making an offer for 55 Waldingfield Road, they would have done so.

On July 27, 2022, the Preservation Group of the Friends made Ora a written offer: **two hundred thousand dollars (\$200,000.00) simply to acquire Ora's right to buy 55 Waldingfield.¹ On July 29, 2022, Ora rejected this offer, without counteroffer.**

Two things are now clear. First, the Preservation Group has both the interest and the funds to acquire and truly preserve 55 Waldingfield Road. Second, Ora's long-standing claim — that the only way to prevent 55 Waldingfield from becoming a subdivision is to build a 75,000 square foot corporate complex instead — rings hollow.

As the Friends have said from the outset, Ora's proposal is the right project in the wrong place. If the Board declines to grant a GEPD special permit — as it should, given the detailed legal and practical reasons for why the project's benefits do not outweigh its adverse effects — the Preservation Group of the Friends of Waldingfield stands committed to truly preserving this exceptional and unique property.

Sincerely,

A handwritten signature in black ink that reads "Douglas M. McGarrah".

Douglas M. McGarrah

¹ The offer is attached. As the Board knows, Ora does not actually own 55 Waldingfield. Ora merely holds an *option* to buy the Property from Donald Curiale, in the form of a purchase and sale agreement (P&S).

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Cc (by email): Ethan Parsons, Director of Planning and Development
 Andrea Bates, Assistant Town Planner
 Mary Gullivan, Town Manager
 Tammy Jones, Chair, Select Board



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July 27, 2022

By Email

Richard A. Nylén, Jr., Esq.
Lynch, DeSimone & Nylén, LLP
10 Post Office Square, Suite 970N
Boston, MA 02109

Re: 55 Waldingfield | OFFER TO PURCHASE

Dear Mr. Nylén:

You have informed me that you represent both Ora, Inc. (“Ora”) and Stuart B. Abelson (“Abelson”) (collectively “Buyer”) with respect to the property known as 55 Waldingfield Road, Ipswich, Massachusetts (the “Property”). You have requested that any offer with respect to Buyer’s rights in the Property be directed to you on their behalf.

I understand that your clients do not own the Property at present, but instead hold the *option* to purchase the Property in future, pursuant to a January 2021 Purchase and Sale Agreement (“P&S”) between Donald Curiale as Trustee of Waldingfield Real Estate Trust (“Owner”) and Stuart B. Abelson.

I represent the Preservation Group of the Friends of Waldingfield. The Preservation Group submits this Formal Offer to purchase and acquire all rights held by Buyer in the Property, including but not limited to those rights established in the P&S. In consideration, and contingent upon the below provisions, I offer on behalf of the Preservation Group the sum of

TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00)

This Offer is expressly contingent upon (i) all rights held by Buyer in the Property being fully and legally assignable by Buyer to the Preservation Group or their designee(s); (ii) Buyer obtaining Owner’s express written consent to assignment of Buyer’s rights to the Preservation Group or their designee(s), (iii) my clients’ ability to inspect an unredacted copy of all title reports or other such materials pertaining to the Property in possession of Buyer, so as to enable my clients’ to determine to their satisfaction (in their sole and unfettered discretion) the adequacy and sufficiency thereof, and (iv) my clients’ right to inspect an unredacted copy of the P&S and all other documents establishing rights of the Buyer in the Property, so as to enable my clients’ to determine to their satisfaction (in their sole and

unfettered discretion), without limitation, the assignability of Buyer's rights in the Property and the acceptability of the various "Seller's Representations" and any other right or obligation of Buyer established in the P&S or other documents.

With respect to above contingencies involving the inspection of documents, my client agrees to be bound by such reasonable nondisclosure agreement as may be negotiated. My client will endeavor to inform you within three (3) business days following the date of their receipt of each such document as to whether the contingency is satisfied.

Within five (5) business days after my clients' confirmation that all contingencies have been satisfied, the parties will endeavor to enter into a mutually acceptable assignment and assumption agreement, upon execution of which my clients shall pay the agreed upon consideration and reimburse Buyer for the assignment of its deposit (if any) under the P&S.

This Offer shall expire as of **5:00 PM EDT on Friday, July 29, 2022**, after which point it shall be null and of no effect.

Please kindly confirm that consistent with the Massachusetts Rules of Professional Conduct, this Offer has been presented to Buyer. I look forward to your response.

Sincerely,

Douglas M. McGarrah

ACCEPTED AND AGREED

Stuart B. Abelson
Ora, Inc.

By their authorized agent:
Richard A. Nylen, Jr., Esq.