

TERMS OF SALE AGREEMENT

Sale by Public Auction

REAL PROPERTY

1505 Main Street, West Warwick, RI

July 9, 2018

PROPERTY BEING SOLD: Real property located at 1505 Main Street, West Warwick, Rhode Island (Plat 14, Lot 1052) together with any and all buildings and improvements situated thereon (collectively, the "Property").

Notice: All persons, bidders, interested parties, registered bidders or persons intending to bid or purchase the Property at this auction sale agree that they have read and have full knowledge and understanding of these terms and agree to be bound by these terms. The Property is being sold "AS-IS", "WHERE-AS" and "WITH ALL FAULTS" and as more particularly set forth in this Terms of Sale Agreement (the "Agreement"). All persons attend this sale at their own risk. The term "Auctioneer" shall mean SJ Corio Company together with its officers, directors, employees, agents and assigns. The term Seller (as hereinafter defined) means the Seller together with its officers, directors, employees, agents, shareholders, partners, members or affiliates and assigns. The term "Purchaser" means any bidder, registered person, company or business who executes this Agreement.

1) IDENTIFICATION OF BIDDER: All bidders must register and obtain a bidder's number. Each bidder is required to give full name and address together with any other reasonable information requested by the Seller and/or the Auctioneer and shall be required to complete and sign this Agreement without the provision of a purchase price prior to bidding so as to certify that the bidder has read, understands and accepts the terms of sale herein.

2) DEPOSIT: Each purchaser or bidder will be required to make a deposit in cash, check (bank certified) or wire transfer in the amount of TenThousand (\$10,000) Dollars (the "Deposit"). Any bidder(s) who declines to give the Deposit at the time of registration will not be allowed to bid whatsoever in connection with the Property on the date hereof.

3) PURCHASE PRICE, TIME OF PAYMENT AND SETTLEMENT, BUYER'S

PREMIUM: Purchaser agrees to pay \$_____ for the Property (to be filled in at the conclusion of the auction) in addition to the 10% Buyer's Premium (as hereinafter defined) and any other costs set forth in this Agreement or the Addendum (as hereinafter defined). The closing of the purchase and sale of the Property shall occur at 10:00 a.m. (EST) on the date which is thirty five (35) calendar days after the conclusion of bidding (the "Closing"). The Closing will be held at the offices of _____ (the "Seller"), or at such other time and location as designated by the Seller in his sole discretion. All payments owed by the Purchaser to the Seller at the Closing shall be paid by either cash or wire transfer. In addition to the Purchase Price, the Purchaser shall also pay to the Seller at the Closing an amount equal to ten percent (10%) of the Purchase Price (the "Buyer's Premium").

For the avoidance of doubt, the Buyer's Premium: shall be due at the Closing; is a payment above and beyond the Purchase Price; and is not included in the Purchase Price. The Auctioneer has not taken possession of the Property being offered at auction and is acting as an agent of the Seller only. The Purchaser hereby represents and warrants that the sale is made without conditions of or provisions for financing.

4) CONDITION/REPRESENTATION OF PROPERTY SOLD: Neither the Auctioneer nor the Seller shall be responsible for the accuracy or correctness of the description of any particular document presented to potential bidders at the auction sale, including, but not limited to, description of the Property. The Property is sold strictly "AS IS", "WHERE IS" AND WITH ALL FAULTS AND DEFECTS WHETHER KNOWN OR UNKNOWN and without any recourse whatsoever against the Seller, the Auctioneer or any other third party. No claims may be made by any purchaser that relate to the fitness, use or condition of the Property, or for any damages whether consequential or otherwise which arise therefrom. By execution of this Agreement, the Purchaser hereby expressly acknowledges and confirms the terms of this Section 4 together with all other terms contained in this Agreement. The Property shall be conveyed subject to any and all encumbrances, easements, records, documents, orders and agreements of record including, without limitation. Neither the Auctioneer nor the Seller makes any representations or warranties whatsoever with regard to the real or personal property, the condition, usability, fitness for a particular purpose, merchantability, compliance with legal promulgations, approvals, tests, environmental condition or lack thereof, or any other aspect thereof, and the Purchaser acknowledges and agrees that it will take the said property subject to all defects and faults whether known or unknown. All voluntary monetary liens recorded against the Property shall be discharged at the Closing by the Seller or pursuant to local conveyancing practices.

5) METHOD OF PAYMENT: All balances due under this Agreement, including, without limitation, the Deposit, the balance of the Purchase Price and the Buyer's Premium shall be paid within the time set forth in this Agreement and made payable to the order of the Seller via cash, certified bank check or wire transfer.

6) INDEMNIFICATION: The undersigned agrees to hold the Auctioneer and the Seller, and their respective employees, agents, officers, directors, shareholders, partners, members, affiliates, lenders, successors and assigns, harmless from and against any and all liabilities, claims, litigation, fines, penalties, fees, damages, or actions relating to or arising from the purchase of the Property or in connection with the use of the Property, or from the failure of the Purchaser or user to conform to or follow instructions, warnings, operating or other recommendations of a manufacturer, or failure to comply with state, federal or local law(s) applicable to such articles, lots or items, or from any damages whether consequential or otherwise, and any and all costs or legal expenses arising from any liability, claim or action.

7) RESPONSIBILITY OF NON- DELIVERY: The Auctioneer and the Seller shall not be responsible to any party for non-delivery.

8) RISK ASSUMED BY PERSONS, BIDDERS AND PURCHASERS: All persons whether purchasers, attendees, or interested parties attending the sale assume all risks of damage or loss to person and property and release the Auctioneer and the Seller from any and all liability therefor. The Auctioneer and the Seller shall not be liable for any defect in or condition of the premises upon which the auction is held. All persons attending this sale do so at their own risk and hereby release the Auctioneer and the Seller from any and all claims arising from attendance at this auction and hereby hold harmless the Auctioneer and the Seller from all damages, costs, expenses and claims arising from any action or cause of action arising from this sale.

9) ADDITION TO/WITHDRAWAL FROM SALE: The Auctioneer reserves the right to add or withdraw items, articles or lots from the sale whether listed or not, and reserves the right to group, split, combine or divide lots in to larger or smaller lots wherever the best interest of the Seller is served. The Seller intends to accept the highest and best bid (determined in the sole discretion of the Seller) for the Property and the Seller reserves the right to accept or reject, for any reason, any and all bids.

10) DISPUTE BETWEEN BIDDERS: The Auctioneer reserves the right to put up for resale or decide a winner should a dispute among bidders arise. The Auctioneer's decision shall be deemed absolute and final and non-appealable under any circumstance.

11) ITEMS WITH RESERVE OR SOLD SUBJECT TO SELLER CONFIRMATION: The Auctioneer reserves the right to bid on the behalf of the Seller. The Auctioneer shall have the right to reject any and all bids without explanation. The Property shall be sold subject to confirmation and acceptance of the terms thereof by the Seller.

12) RECORDS/AGENCY: The record kept by the Auctioneer and/or the Seller or clerk shall be final in the event of dispute. The Auctioneer is acting as agent only and is in no way responsible for the actions or acts of its principle.

13) DEFAULT OF PAYMENT: Should the Purchaser default under any terms of this Agreement or the Addendum including, without limitation, for the failure to make timely payment (as required under this Agreement), the Seller shall be entitled to, in addition to all other remedies or law, retain the Deposit. Any portion of the Property, if sold in lots, not removed within the fixed time allowed may be resold at a future sale whether public or private without further notice. All expense, balances due, charges of resale, including reasonable attorneys' fees and expenses incurred by the Seller in pursuing claims against a defaulting purchaser will be charges to and be the responsibility of the undersigned.

14) ADDITIONAL REAL ESTATE TERMS AND CONDITIONS. The additional real estate terms and conditions attached hereto are incorporated herein (the "Addendum") and constitute an integral part of this Agreement, and the Purchaser hereby expressly agrees to such terms set forth in the Addendum. To the extent the Addendum conflicts

with the terms set forth in the body of this Agreement, the terms of the Addendum shall govern and control.

15) GOVERNING LAW. This Agreement shall be governed by the laws of the State of Rhode Island without regard to its conflict of law provisions. The Seller expressly reserves the right to cancel and/or void the sale of the Property.

16) COUNTERPARTS. This Agreement may be executed in any number of counterparts. I have read the above terms and conditions and agree to be bound by these terms and conditions.

Read, understood and agreed to by:

If Individual Purchaser:

Print Name: _____

Date: _____

Bidder #: _____

If Company Purchaser:

By: _____

Title: _____

Address: _____

Date: _____

Bidder #: _____

Accepted:

_____, as and only as Seller

and not individually

Dated: _____

ADDITIONAL REAL ESTATE TERMS AND CONDITIONS

1. THE CLOSING:

The Closing is to be held at _____, at the office of the Seller, or at such other time and place prior thereto as may be agreed to by the parties, (the "Closing Date"). It is agreed and understood that **TIME IS OF THE ESSENCE.**

The Purchaser's title attorney or such other attorney as the Purchaser shall designate shall serve as settlement agent at the Purchaser's sole expense. The settlement agent shall provide the Seller with a copy of the proposed settlement statement at least forty-eight (48) hours before the Closing. At the same time the settlement agent shall provide the Seller with a copy of the municipal lien certificate(s) from the Town of West Warwick, Rhode Island. The Purchaser shall be responsible for and shall pay on the Closing Date all documentary transfer tax stamps in connection with the sale and conveyance of the Property to the Purchaser together with any and all recording fees due and payable with respect to the Closing (whether or not said charge is customarily borne by a seller of real property in the State of Rhode Island).

2. EXTENSION OF CLOSING:

If the Seller shall be unable to give title to the Purchaser as set forth in the Agreement or this Addendum, or to make conveyance, or to deliver possession of the Property or to receive approval of the sale of the Property to the Purchaser by the applicable court of competent jurisdiction, then the Seller, at the Seller's option, may use reasonable efforts to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the Closing hereunder shall be automatically extended for a period of sixty (60) calendar days. If the Seller does not elect to use reasonable efforts to deliver possession of the Property pursuant to the foregoing sentence, then the Agreement and this Addendum shall be void and of no force or effect, without recourse by or against any party, and the Deposit shall be refunded to the Purchaser. It is understood and agreed that the Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Property, or to remove any encumbrances upon the title to the Property not voluntarily placed thereon by the Seller subsequent to the date hereof, or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations. This paragraph is also not intended to apply to any damage to the Property caused by fire or other casualty. The Purchaser may, however, with the Seller's consent, elect to waive any such defects and accept such title to the Property as the Seller is able to convey, without any warranty as to such conditions and without a reduction of the Purchase Price, and an acceptance of the Seller's deed by the Purchaser shall be deemed full performance and discharge of all the obligations of the Seller under the Agreement and this Addendum.

3. ADJUSTMENTS:

Fuels, water charges, and sewer use charges, if any, shall be apportioned as of the date of delivery of the Seller's deed as estimated on the basis of the best information available at the time, and the net amounts thereof shall be added to or deducted from the Purchase Price, as the case may be. Any assessments constituting a lien on the Property which are payable over a period of more than one (1) year shall be apportioned in such manner that the Seller shall pay installments due during the appropriate calendar or municipal fiscal years prior to the year said Seller's deed is delivered, the installment due in that year shall be apportioned in the same manner as provided for taxes, and the Purchaser shall pay or assume the balance of such assessment. The Purchaser hereby agrees to assume and pay when due all taxes and assessments which are allowed as a credit against the Purchase Price. Real Estate taxes, tangible property taxes, and fire district taxes assessed upon the Property as of December 31 of the year immediately preceding the year in which the delivery of the Seller's deed occurs, applicable to the following year, shall be apportioned, in accordance with the manner such taxes are customarily prorated in the municipality where the Property is located, in such a manner that the Seller shall pay, or, at the Seller's election, allow to the Purchaser as a credit against the Purchase Price, that portion thereof which corresponds to the portion of said year which has expired on the date of delivery of the Seller's deed, and the Purchaser shall pay or assume the balance. The Seller shall pay or, at the Seller's election, allow to the Purchaser as a credit against the Purchase Price, all other taxes which are a lien upon the Property. In the event that at the time of delivery of said Seller's deed the amount of such taxes shall not be definitely fixed and ascertainable, it shall, for the purposes of making such apportionment, be conclusively assumed that the amount of such taxes will be identical with those of the next prior assessment. The Seller shall be entitled, at the Seller's discretion, to use any portion or all of the Purchase Price to pay any of the foregoing or any other liens or encumbrances against the Property that are the express responsibility of the Seller pursuant to the Agreement and this Addendum. In the event that a portion or all of the Purchase Price is used to pay any of the foregoing, the settlement agent shall provide copies of receipts or other evidence of payment satisfactory to the Seller within forty-eight (48) hours of the recording of the Seller's deed.

4. SELLER'S TENDER OF CLOSING DOCUMENTS:

On the Closing Date, the Seller shall tender to the Purchaser the Seller's deed and the tender of the deed to the Purchaser shall be deemed full performance and discharge of every agreement and obligation of the Seller contained or expressed in the Agreement and this Addendum.

5. INSURANCE: Due to the current status of the Property, the Property is not currently insured under any capacity. The risk of loss shall pass to the successful bidder upon acceptance of the deposit and, therefore, it is the successful bidder's obligation to procure fire and casualty insurance on the property effective as of the time of the acceptance of said deposit. In the event of loss or damage to the property by fire or

other casualty between the time of sale and the tender of the deed, the successful bidder shall remain obligated to pay the full balance of the purchase price.

6. BROKERS AND AGENTS:

The Purchaser agrees to indemnify the Seller against, and to hold the Seller harmless from, any and all cost, expense or liability based upon or related to a claim for a brokerage commission or finder's fees in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the Purchaser and not disclosed in this Agreement.

7. NOTICES:

All notices as required herein must be in writing. All notices shall be by certified mail or by personal delivery. Notice by certified mail will be effective upon sending. Notice by personal delivery will be effective upon delivery to the other party. Notices to the Seller and the Purchaser must be addressed to the Seller at his principal place of business and to the Purchaser at the address that appears with the Purchaser's signature, unless written notice of a different address is provided.

8. PURCHASER REQUIRED TO COMPLY WITH ZONING:

Purchasers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances. The Seller makes no representation or warranty of the current zoning compliance or status of the Property and this Agreement is not conditioned in any way upon the zoning status of the Property.

9. RADON GAS:

Radon gas has been determined to exist in the State of Rhode Island. The Purchaser acknowledges that the Seller has no obligation whatsoever to perform any tests for radon, and that such testing, if any, shall be solely at the Purchaser's expense. The Seller makes no representation whatsoever concerning the existence or absence of radon on the Property and this Agreement is not conditioned in any way upon the presence or lack thereof.

10. LEAD POISONING DISCLOSURE:

The Purchaser acknowledges that the Seller shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards within the Property. Any such inspections or risk assessments shall be done solely at the Purchaser's election and expense. The Purchaser acknowledges that the Purchaser has been advised that the Seller has no reports or information concerning lead-based hazards within the Property, and that the Seller makes no representations concerning the existence or absence of lead-based paint within the Property and this Agreement is not conditioned in any way upon the presence or lack thereof.

11. NO ENVIRONMENTAL CONDITION:

The Purchaser expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Seller's conducting or performing any cleanup or remedial action of any kind or nature with regard to the Property, and the Purchaser agrees to accept the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," including but not limited to, all environmental conditions previously existing and now and hereinafter existing at, on or about the Property. This Agreement is not conditioned in any way upon the environmental status of the Property.

12. WETLANDS DISCLOSURE:

All or part of the Property may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetland, bay, fresh water wetland, pond, marsh, riverbank, swamp, as these terms are defined in the applicable section of the Rhode Island General Laws. The parties hereto acknowledge that it shall be the Purchaser's sole responsibility to conduct any independent examination to determine whether the Property is in an area determined to be a wetlands pursuant to such statutory provisions. This Agreement is not conditioned in any way upon the wetland status of the Property.

13. RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:

The Purchaser 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, and the Purchaser acknowledges that it has not relied on any advice or any representations by the Seller. This Agreement is not conditioned in any way upon the legal or governmental restrictions on the Property.

14. ACCURATE DISCLOSURE OF SELLING PRICE:

The Purchaser and the Seller acknowledge that this Agreement accurately reflects the gross sales price as indicated above in the Agreement. The Purchaser and the Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by applicable law.

15. PROHIBITION AGAINST RECORDING:

The Agreement and this Addendum may not be recorded in the Records of Land Evidence of the municipality in which the Property are located. IN THE EVENT OF ANY RECORDING OF THE AGREEMENT AND THIS ADDENDUM, AT THE OPTION OF THE Seller, THE PURCHASER WILL CONCLUSIVELY BE DEEMED IN DEFAULT HEREUNDER ENTITLING THE Seller TO EXERCISE ALL RIGHTS AND REMEDIES HEREUNDER FOR THE PURCHASER'S DEFAULT. In addition, any third party may conclusively rely upon an affidavit executed and recorded by the Seller in said Land Evidence records stating the Seller has elected to hold the Purchaser in default, as conclusively establishing that the Purchaser has no further right, title, or interest under the Agreement and this Addendum or to the Property, all of which will be deemed released and conveyed to the Seller.

16. NO PERSONAL LIABILITY:

Notwithstanding anything herein to the contrary, the Seller's execution of the Agreement and this Addendum is solely in the Seller's capacity as Seller and shall not render the Seller personally liable in any way whatsoever.