

TERMS AND CONDITIONS

1. All right, title and interest conveyed by the State will be sold subject to the terms and conditions in the published notice of sale and those hereinafter set.
2. A deposit of \$100,000.00 (bank or certified check) is required in order to bid on this property. An additional deposit to total 5% (by bank or certified check) of sale price required by the highest bidder is required within 48 hours of the conclusion of the bidding. If the required deposit is not so made, the property may, at the discretion of the auctioneer, be immediately resold, upon the same terms and conditions, without further notice, but such resale shall not release the defaulting purchaser from liability for breach of contract.
3. The balance of the purchase price shall be paid by bank or certified check or wire transfer payable to the “General Treasurer – State of Rhode Island” within ninety (90) days from the “Effective Date” of the Purchase and Sale Contract or on a date that is mutually agreed upon by the successful bidder and the State of Rhode Island. The “Effective Date” of the Purchase and Sale contract shall be the date when it receives approval and signatures of the State Properties Committee which we are projecting will be the November 10, 2020 meeting.
4. Starting Bid must equal or exceed Two Million Nine Hundred Thousand Dollars (\$2,900,000).
5. Sale of the Property shall be contingent upon the following special conditions:
 - a) The Buyer shall have sixty (60) days from the Effective Date of this Purchase and Sale Contract (the “Inspection Period”) to satisfy itself as to the acceptability and suitability of the Property for purchase, including making the inspections set forth in Sub-section (b), below. In the event that Buyer, in its sole and absolute discretion is not satisfied with the results of either the Inspection Period Tests, as defined below, conducted during the Inspection Period including but not limited to, either the “Phase I” hazardous waste site assessment or condition of the Seller’s title to the Property, then Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Purchase and Sale Contract shall be considered null

and void and of no further force and effect and the Deposit shall be promptly returned to Buyer.

- b) During the Inspection Period, Buyer shall have the right to conduct any and all necessary tests, studies and examinations of the Property including, but not limited to, examination of the title to the Property and a "Phase I" hazardous waste site assessment and such other non-invasive analyses, tests and engineering studies as Buyer may deem desirable. (collectively the "Inspection Period Tests") If: (a) Buyer notifies Seller prior to the expiration of the Inspection Period, that Buyer is not in its sole and absolute discretion, satisfied with the results of the Inspection Period Tests including but not limited to Seller's title to the Property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception (except as agreed to in writing by Buyer) or the results of any "Phase I" hazardous waste site assessment, then Buyer may terminate this Purchase and Sale Contract by written notice to Seller, in which event the Deposit shall be returned to Buyer and this Purchase and Sale Contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and the results of any "Phase I" hazardous waste site assessment, and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect or to address any objectionable condition on the Property discovered as a result of the aforementioned "Phase I" environmental site assessment.
- c) With prior notice to Seller, Buyer may enter upon the Property at reasonable times for the purpose of conducting the Inspection Period Tests. Buyer shall be responsible for and will indemnify, save harmless and defend Seller against and from any and all claims and suits for, and any and all liability, loss or expenses (including reasonable attorney's fees) arising from or incidental to or in connection with bodily injury, including death, personal injuries to or damage to or loss of property of Buyer or its agents, servants, or employees, consultants, or any other person claiming by or through Buyer which said damage, loss or injury or death shall arise in any manner from the acts or

omissions of Buyer, its employees, agents, servants, employees, or consultants while performing the Inspection Period Tests on the Property, directly or indirectly, out of, or incidental to, or in connection with the Inspection Period Tests.

6. At the time of closing, the steam heat lines serving the Property from the Pastore Government complex will be severed at the property line.
7. At the time of closing, a Bargain and Sale deed, in usual form, without covenants of warranty, will be delivered to the successful bidder on receipt of the full balance of the purchase price. If the purchaser shall fail to tender the balance of said purchase price on the closing date, the State of Rhode Island, at its option, may resell the property to the next highest bidder at the original sale who shall be able to comply with the terms of the sale without notice to the purchaser and without previously tendering a deed to the purchaser. Such resale shall not, however, release the defaulting purchaser from liability for breach of contract, and in case of such default the State of Rhode Island shall retain said deposit, whether or not the property is resold, without prejudice to any right to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.
8. The subject property will be sold “as is” by bargain and sale deed in accordance with statutory requirements. No warranty deed will be offered by the State. Any and all sales of surplus property are subject to the final approval of the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids. Any subdivision and deed filing requirements of the City of Cranston will be at the selected proposer’s sole expense.
9. The successful bidder shall be responsible for all costs associated with the documentary deed stamps and recording of the deed.
10. In addition to the Purchase Price, the Buyer shall pay a 2% buyer’s premium which sum shall be disbursed to “SJ Corio Company” at the time of closing.
11. The State will pay no broker’s fee, finder’s fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale of the subject property or consummation of the lease hereinafter described.
12. Interested parties may conduct a non-invasive inspection of the subject property prior to the auction date. **The inspection dates will be on October 16th and October 23rd from 10am-2pm. Inspections are by appointment only and can be arranged by contacting Sal Corio at (401) 738-0400.**

13. No representations will or have been made by the State that the subject property meets local, State or Federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise. All permits, empowerments, permissions and grants necessary for the Property's sale and development are at the selected proposer's cost and responsibility. Any variances, permission or grants necessary to meet these requirements are likewise at the selected proposer's risk, cost and expense.
14. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.
15. This sale is subject to any and all of the following which shall notwithstanding the sale thereof constitute valid superior or prior liens on the premises: liens, encumbrances, condominium assessments and/or charges, attachments, levies, mortgages, easements, rights of way, occupancies, leases or other defects of title, Federal, State, District and Municipal taxes, liens and assessments, zoning regulations and rights of redemption under applicable law.
16. Sale of the Property to the successful bidder is contingent upon the **City of Cranston's** statutory, pre-emptive right to purchase the Property pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended and subject to the final approval of the State Properties Committee.
17. Any use of the subject property will be in compliance with "Appendix C," Title VI of the Federal Civil Right Act of 1964, as amended, i.e., without discrimination as to race, color, or national origin.
18. Any public utilities or municipalities having facilities under, over, or through the subject property as of the date of its conveyance to the selected bidder shall have the right and easement to continue to maintain, operate, and renew their facilities within the subject property.
19. No billboard, sign, or other outdoor advertising devices shall be erected upon the subject property other than those indicating ownership or on-premise advertising and shall be subject to reasonable restrictions with respect to number, size, location, and design by regulation of the RIDOT and/or the Federal Highway Administration and subject to local zoning ordinances.

20. If applicable, the winning bidder will indemnify, save harmless and defend the Department of Corrections and the State of Rhode Island from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule, or regulation, including but without limitation, the Rhode Island Hazardous Waste Management Act, Rhode Island General Laws Section 23-19.1-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Management (2002), the Oil Pollution Control Act, Rhode Island General Laws Section 46-12.5.1-1 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 et seq., attributable to the selected proposer subsequent to the date the property is conveyed to the selected proposer arising under the Rhode Island General Laws, Sections 23-19.1-1 et seq., as amended or otherwise and Rhode Island General Laws, Section 46-12.5.1-1 et seq., as amended or otherwise.
21. No environmental analyses of the property have been conducted. The State makes no assertions or warranties regarding the presence, if any, or absence of asbestos, chemicals, hydrocarbons or other hazardous materials on the Property.