

## PURCHASE AND SALE AGREEMENT

The University of Maine System, an instrumentality and agency of the State of Maine whose mailing address is 5703 Alumni Hall, Orono, Maine 04469-5703, acting on behalf of and through The University of \_\_\_\_\_ (hereinafter called the "University"), hereby offers to sell to \_\_\_\_\_, whose mailing address is \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Buyer"), on the terms and conditions set forth in this Agreement, the building, located on real property owned by the University in \_\_\_\_\_ County, as more particularly described below:

1. Property Description. The Property (hereafter "the Property") subject to this Agreement is all the real property including the buildings, fixtures, furniture, and improvements, (excluding mobile generators) located at \_\_\_\_\_, said location further described by a metes and bounds description of the Property attached hereto as Exhibit A, hereby incorporated by reference. The Buyer agrees that it shall enter into a lease with the University which allows the Seller to retain the use and enjoyment of the connectivity hub (the "Hub") which facilitates internet access to numerous public and private educational institutions, libraries, and community centers spanning the greater Belfast, Camden, and Rockland regions, which is currently situated within the Hutchinson Center in room 100Y together with the back-up generator located external to the building. Buyer shall lease this space to the University together with access rights to such portions of the Property which facilitate its use and enjoyment for a minimum of 5 years per the draft lease agreement attached hereto as Exhibit B.

2. Purchase Price. The purchase price for the Property is \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars), plus all closing costs associated with the sale of the Property, which the Buyer agrees to pay as follows:

2.1. A deposit of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) paid concurrently with the execution of this Agreement; said deposit shall be held in the Trust Account of \_\_\_\_\_, Esq., \_\_\_\_\_; e-mail: \_\_\_\_\_; phone: ( ) \_\_\_\_ - \_\_\_\_; said deposit shall be credited to the purchase price in the event of a closing or if no closing occurs shall be allocated in accordance with other applicable provisions of this Agreement including Sections 3.3 or 7, as the case may be.

2.2. Payment of the balance \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) by certified check on a date to be determined (the "Closing"), subject to Paragraph 5 below and any closing adjustments provided for in this Agreement.

3. Title. Within fifteen (15) business days following the date of this Agreement, University shall deliver to Buyer, at Buyer's expense, evidence of University's title in the form of an existing abstract of title prepared in accordance with the Maine Title Standards, or an existing title

insurance policy issued by a title insurance company licensed to do business in the State of Maine.

3.1 Title to the Property shall be merchantable and marketable in accordance with Standards of Title adopted by the Maine State Bar Association and insurable, for the benefit of the Buyer, by a nationally recognized title insurance company selected by the Buyer, at normal premium rates, subject only to those printed exceptions to title normally included in the ALTA policy "jacket" to such form or policy.

3.2. The Buyer shall be responsible for the cost of its own title update and examination and its title insurance premium. The University allows all title insurance to be transferred from the University to the Buyer. Any additional costs or premium expense shall be borne by the Buyer.

3.3. If record title or access to the Property should prove unsatisfactory or defective, the Buyer will notify the University, who will have a reasonable period of time not to exceed thirty (30) days, unless otherwise agreed in writing, to cure the defects, and the University will in good faith exercise due diligence to do so. If such defects cannot be removed by the University after having made reasonable efforts, the Buyer may either (i) consummate the purchase of the Property in accordance with this Agreement or (ii) terminate this Agreement, in which case the University will refund to the Buyer the deposit made hereunder, whereupon the parties shall have no further obligations hereunder.

3.4. University agrees to execute and deliver at the time of closing an affidavit and indemnification in customary form as required by Buyer's title insurance company certifying that there are no tenants or other persons in possession of the Property and that there has been no work on the Property entitling anyone to claim a mechanics or materialman's lien. University agrees to execute and deliver other affidavits and certificates as reasonably required by Buyer's mortgage lender in the form customarily required for transactions of this type.

4. Deed/Lease-back. University shall, on the date of closing, execute and deliver to Buyer a good and sufficient Quit Claim deed conveying the Property to the Buyer, free of all liens and encumbrances except as noted thereon. Buyer shall, on the date of closing, execute and deliver to the University the Lease for the Hub together with rights to access and use such portions of the Property which are incidental to its use and enjoyment in accordance with the draft lease appended hereto as Exhibit B.

5. Closing. Closing, which will take place at such time and place as the parties mutually agree on, is contingent on, and may not be scheduled before, approval of this real estate transaction by the University of Maine System Board of Trustees according to its normal policies for approval of sale of real property, which such approval has occurred prior to the execution of this Agreement. Such closing shall be scheduled to occur within ninety (90) days of the effective date of this Agreement and shall occur at the offices of \_\_\_\_\_, \_\_\_\_\_, or at such other location as the parties may agree in writing; At Closing, University shall execute and deliver to Buyer, the Deed, Declaration of Value, Title Insurance Owners' Affidavit, Maine Residency Affidavit (Form REW), and all other documents required under this Agreement or by law. Each of the University

and Buyer will executed the Lease in form and substance consistent with Exhibit B attached hereto.

6. Prorations and Closing Costs. All real estate taxes and assessments against the Property shall be paid by the Buyer as of the date of the Closing over the period of the then current municipal fiscal year. Buyer and the University shall each pay the real estate transfer tax – unless exempt - and execute the real estate transfer tax form in accordance with Maine statute.

7. Default. If the Buyer fails to purchase the Property for any reason other than those reasons specified herein as giving the Buyer the right to terminate the Agreement, and if University has fully performed all of University's obligations hereunder, then the University shall retain the earnest money deposit (and any interest thereon) as liquidated damages in full and complete satisfaction of all claims against the Buyer.

If University fails to sell the Property to the Buyer in accordance with this Agreement, and if the Buyer has performed all of its obligations under this Agreement, the Buyer may seek specific performance and/or any other remedy at law or equity.

8. Possession. University shall deliver possession of the Property (except for the space leased back to the University) to the Buyer at closing, the property to be then in the same condition as it now. Any articles left will become the property of the Buyer.

9. Risk of Loss. Until closing, the risk of loss or damage to the Property shall be on the University. In the event of substantial loss or damage to the Property before closing, the Buyer shall have the option to either terminate this Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive the insurance proceeds or eminent domain award received by University on account of the damage or loss.

10. Buyer's Inspection. Buyer shall have the right, commencing on the date of this Agreement, to enter upon the Property and make any and all inspections, tests, surveys and appraisals it may desire, all at the Buyer's sole cost and expense, including a pre-closing walk-through to confirm that the Property is in the delivery condition described in Paragraph 8. In the event the Buyer damages the property during the inspection through its own conduct or the conduct of Buyer's employees or contractors, the Buyer will return the property to the condition it was in prior to the inspection. If the results of any such inspections are not satisfactory to the Buyer, it may terminate this Agreement by giving written notice to University within twenty (20) business days following execution of this Agreement, whereupon University will refund the earnest money deposit to the Buyer and the parties shall have no further obligations under this Agreement.

11. Income Tax Withholding. University will furnish to Buyer at closing a written certification stating, under penalty of perjury, that as of the date of transfer, the University is an agency of the State of Maine. No state income tax will be withheld for the Property, pursuant to 36 M.R.S.A. §5250-A. The University will provide a certificate from the State Tax Assessor stating that no tax is due or that the University has provided adequate security to cover the liability. Buyer acknowledges receipt of notification of the withholding requirements of 36 M.R.S.A. S 5250-A. The parties acknowledge that unless otherwise agreed in writing,

University will be responsible for filing Form 1099-S Information Return with the Internal Revenue Service, if required for this transaction.

12. Notices. All notices, demands, and other communications hereunder, except as otherwise provided herein, shall be in writing, by certified or registered mail, return receipt requested, and shall be deemed to have been given and recorded when a certified or registered letter containing such notice properly addressed with postage prepaid is deposited in the United States Mail. Such notices shall be sent to the University and Buyer at the addresses listed in this Agreement, with copies to:

FOR BUYER :

FOR UNIVERSITY:           University of Maine System  
5703 Alumni Hall  
Orono, Maine 04469-5703

With a copy to:

12. University's Warranties: University warrants and represents that the following statements will be true as of the date of closing. These warranties will survive the closing.

13.1 University has no knowledge of any disposal or discharge of hazardous substances on the Property.

13.2 University has no knowledge of underground petroleum storage tanks on the Property.

13.3 University has no knowledge of any violation of any building restrictions, state or municipal land use laws or ordinances pertaining to the Property, and University has not been notified of any such violations;

13.4 University has no notice of any suits or attachments or pending eminent domain proceedings against the Property;

13.5 University is not a foreign national.

13.6 According to the town/city of Belfast's Code Enforcement Officer, any building on the Property is not in a current flood hazard zone.

13.7 University has not received any notices under the Farmland Registration statute from any owners of land adjoining the Property.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by Buyer and the University. This Agreement is binding on the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_, Buyer

UNIVERSITY OF MAINE SYSTEM

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: