



UNIVERSITY
of ALASKA

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*** PUBLIC NOTICE ***

UNIVERSITY OF ALASKA BILL RAY CENTER OFFICE BUILDING AND PARKING LOT DISPOSAL PLAN JUNEAU, ALASKA

The University of Alaska (“University”) is offering for sale an approximately 22,000 square feet, 2-story office building, known as the Bill Ray Center (and the adjacent parking lot) in Juneau, Alaska. This building is located at 1108 F Street, near the northwest quadrant of the downtown district. It is currently being used as office and classroom space for the University of Alaska Southeast educational programs. The parking lot is approximately 38,000 square feet. The University intends to sell the Bill Ray Center Office Building and Parking Lot at or above fair market value. These properties will not be sold separately.

The Bill Ray Center Office Building and Parking Lot Disposal Plan, including maps and terms and conditions is available online at www.ualand.com or upon written request at the address listed below. Parties interested in commenting on the Bill Ray Center Office Building and Parking Lot Disposal Plan must submit written comments to the University of Alaska by fax at (907) 786-7733 or at the address below, by no later than **5:00 P.M. on April 22, 2013** to be considered.

Parties interested in submitting offers to purchase the Bill Ray Center Office Building and Parking Lot must submit offers in accordance with the “University of Alaska 2013 Over-the-Counter Commercial Property Sales Disposal Terms and Conditions” at the address below. Offers will be reviewed after the comment period has ended.

**University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438**

If you have any questions or need additional information, please contact Tina Schimschat at (907) 786-7766.

Thank you for your interest in University of Alaska’s land program.

UNIVERSITY OF ALASKA
OVER-THE-COUNTER COMMERCIAL BUILDING SALE

**BILL RAY CENTER OFFICE BUILDING
AND PARKING LOT
DISPOSAL PLAN**



**LOCATION:
1108 F Street
Juneau, Alaska 99801**

- **22,000 square foot office building on 0.67 acres**
- **38,000 square foot parking lot on 0.89 acres**
- **Zoned Light Commercial Use (LC)**
- **Excellent location and accessibility**
- **All public utilities available on site, city sewer system**
- **Asking price at or above fair market value, “AS IS, WHERE IS”**

The University of Alaska (“University”) is offering for sale an approximately 22,000 square foot, 2-story office building, located at 1108 F Street in Juneau, Alaska. This building is located near the northwest quadrant of the downtown district and is currently being used as office and classroom space for the University of Alaska, Southeast educational program. The parking lot is approximately 38,000 square feet and is adjacent to the Bill Ray Center Office Building. The University intends to sell the Bill Ray Center Office Building and Parking Lot at or above fair market value, under the terms and conditions of the “*University of Alaska 2013 Over-the-Counter Commercial Building Sales Disposal Terms and Conditions*”. The building and the parking lot will not be sold separately.

UNIVERSITY OF ALASKA, FACILITIES AND LAND MANAGEMENT

1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438

Phone: (907) 786-7766 ♦ Fax: (907) 786-7733

**UNIVERSITY OF ALASKA
OVER-THE-COUNTER COMMERCIAL BUILDING SALE**

Additional information concerning this commercial sale is available for review at the University of Alaska, Facilities and Land Management office, located at 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438. Please call Tina Schimschat at (907) 786-7766 for more information.

Interested parties should thoroughly inspect this building and parking lot prior to submitting an offer to ensure that the building and parking lot are suitable for the party's intended use and to determine all permitting requirements related to that intended use. Additional information regarding this building and parking lot may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, U.S. Geological Survey and Environmental Protection Agency, and the U.S. Army Corps of Engineers.

Parties interested in commenting on this Bill Ray Center Office Building and Parking Lot Disposal Plan must submit written comments to the University of Alaska by fax at (907) 786-7733 or at the following address, **by no later than 5:00 P.M. on April 22, 2013** to be considered:

University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508

LEGAL DECIPTION AND PARCEL NUMBER

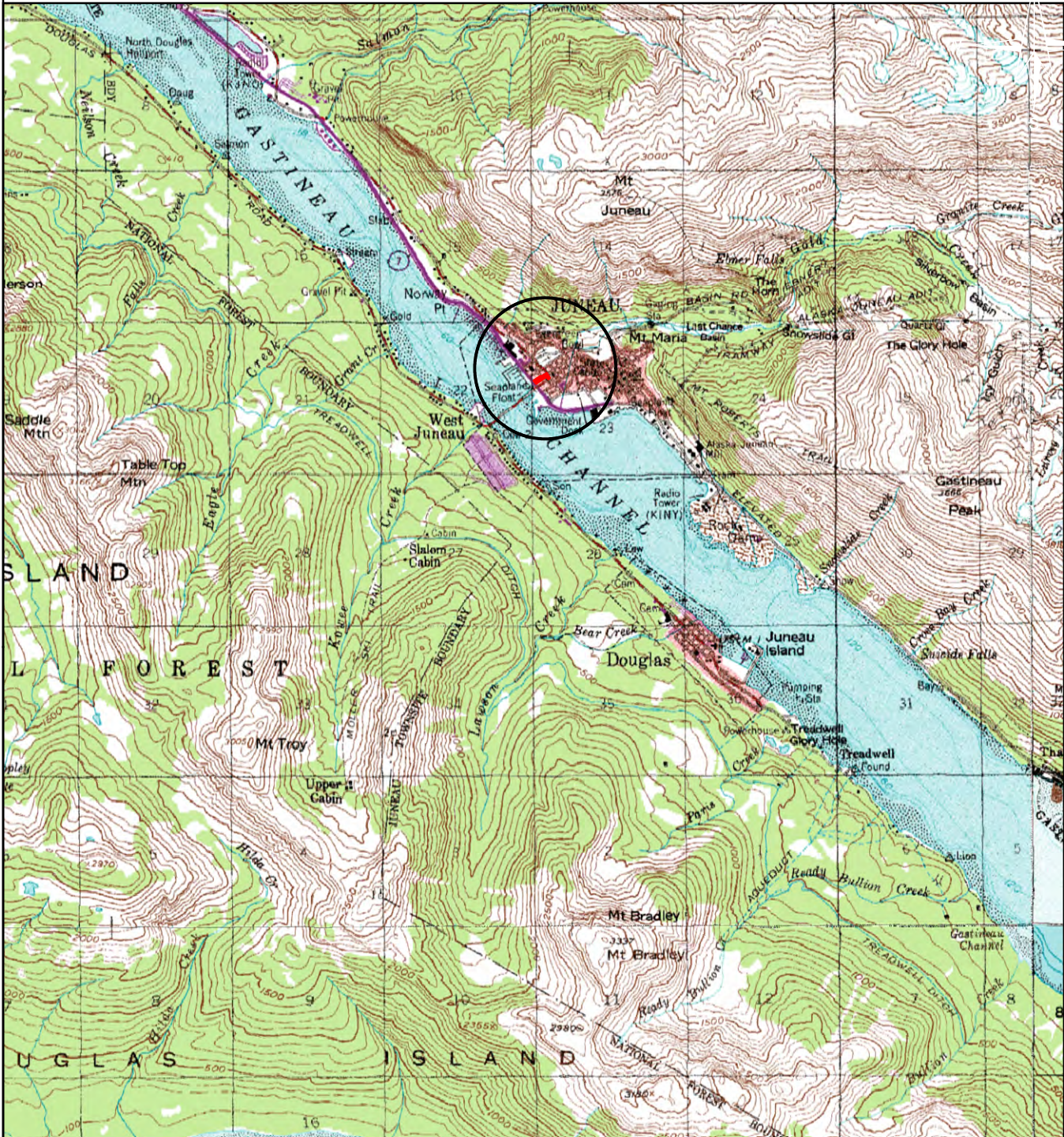
<u>PARCEL#</u>	<u>LOT</u>	<u>BLOCK</u>	<u>ACRES</u>	<u>PRICE</u>
JU.BR.4XXX	1,2,3,6 and 7	5	.67	AT OR ABOVE
	3	6A	.89	FAIR MARKET VALUE

Juneau Vicinity Bill Ray Center

JU.BR.4XXX

R 66E

R 67E



T 41S

T 42S



1

Mile

**UA FACILITIES and
LAND MANAGEMENT**
March 2013

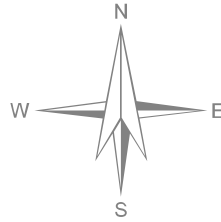
Meridian Township Range
CR 41S 67E

Juneau B-2 (USGS)

Bill Ray Center

JU.BR.4XXX

R 67E



W. Twelfth Street

Glacier Avenue

Bill Ray Center

F STREET

Parking Lot

Egan Drive

W. Tenth Street

T 41S



UNIVERSITY
of ALASKA
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100

Feet

**UA FACILITIES and
LAND MANAGEMENT**
March 2013

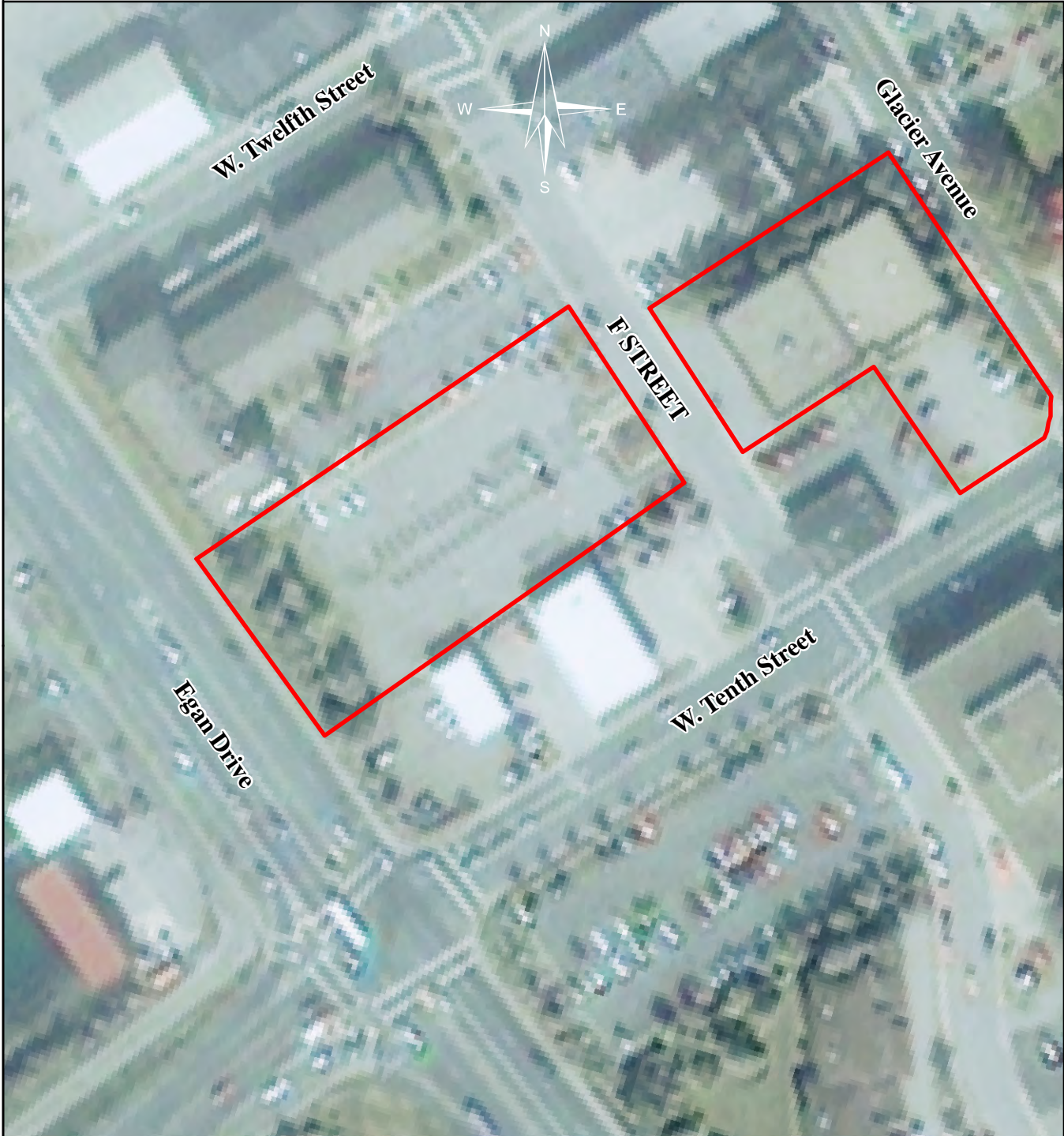
Meridian Township Range
CR 41S 67E

Juneau B-2 (USGS)

Bill Ray Center

JU.BR.4XXX

R 67E



100
Feet

**UA FACILITIES and
LAND MANAGEMENT
March 2013**

Photo Source : UAF-GINA
Photo Date : 7/21/2005

Meridian Township Range
CR 41S 67E

Juneau B-2 (USGS)



UNIVERSITY
of ALASKA

Many Traditions One Alaska

2013
OVER-THE-COUNTER
COMMERCIAL PROPERTY
SALES
DISPOSAL TERMS AND CONDITIONS

Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438
PHONE: (907) 786-7766
FAX: (907) 786-7733

Facilities and Land Management
910 Yukon Drive, Suite 106
Fairbanks, Alaska 99775
PHONE: (907) 450-8133
FAX: (907) 450-8131

**2013 OVER-THE-COUNTER COMMERCIAL PROPERTY SALES
DISPOSAL TERMS AND CONDITIONS**

- 1. PURPOSE OF THIS OVER-THE-COUNTER COMMERCIAL PROPERTY SALES DISPOSAL TERMS AND CONDITIONS.** The University of Alaska, Facilities and Land Management office (the “University”) is hereby offering two parcels of land, all improvements and any appurtenances located at 1108 F Street, Juneau, Alaska (collectively “Commercial Property”) for sale to qualified individuals or entities. The sale of this Commercial Property will be completed pursuant to this 2013 Over-The-Counter Commercial Property Sales Disposal Terms and Conditions (the “OTC Commercial Property Sale”), a Commercial Property Purchase Agreement provided by the University.
- 2. OFFERS.** The University is interested in receiving offers for this Commercial Property purchase from individuals or entities with the financial capability to properly and timely complete the sale.
- 3. SUBMITTING OFFERS.** Each offer to purchase Commercial Property must be made on the attached *2013 Over-the-Counter Commercial Property Sales Disposal Offer to Purchase Form* (“Offer to Purchase Form”) and sealed in an envelope. The outside of the envelope shall be clearly labeled with the following information:

**2013 OTC Commercial Property Sales Disposal
Parcel # JU.BR.4XXX
Name and Address of Offeror Submitting Offer
Date**

Offers must be submitted to the University of Alaska, Facilities and Land Management office at the following address to be considered:

**University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438**

Offer to Purchase Forms that are not signed and dated will be disqualified. No offers will be considered until the Public Notice comment period has expired. The Public Notice is available at <http://www.ualand.com>.

- 4. DEPOSIT.** Upon execution of the Commercial Property Purchase Agreement the Offeror will deposit the amount of **FIFTY THOUSAND NO/100 DOLLARS (\$50,000.00)** with the title company designated by the University, in its sole discretion. The Deposit will be invested in a non-interest bearing trust account. The Deposit will be applied to the Purchase Price at Closing.

5. REQUIRED INFORMATION THAT MUST BE CONTAINED IN AN OFFER. In order to be considered, all offers to purchase Commercial Property from the University must include the following:

- a. **2013 Over-the-Counter Commercial Property Sales Disposal Offer to Purchase Form.** Offeror's financial offer and terms for Commercial Property must be submitted on the attached Offer to Purchase Form, which must be completed, signed, dated and submitted with the offer.
- b. **Ethics Disclosure Form.** If applicable, this form must be completed and approved and must accompany all offers from University Employees or family members.

All offers must be signed, dated and completed in full. All materials submitted as part of the offer become the property of the University immediately upon receipt.

6. EVALUATION. The disposal of University Commercial Property may have implications for the University beyond the financial terms. Therefore, the University will determine, in its sole discretion, its best interests in relation to the offers it receives. The University may reject any offer which it determines not to be in its best interests. Offers may be evaluated and compared by the University with other offers the University has received in order that the University may determine in its sole discretion the offer that best serves its interests. In determining its best interests, the University will consider and evaluate the following:

- a. The offer complies in all material respects with the essential requirements of this OTC Commercial Property Sale, and is otherwise acceptable to the University.
- b. Financial offer and terms that the University determines is in its best interests.
- c. The Offeror has the demonstrated financial ability to close the transaction within **THIRTY (30) CALENDAR DAYS** of the date the University accepts the offer.
- d. The Offeror's plan for the use of the building is an appropriate use that conforms to the neighborhood and the zoning restrictions.

7. ACCEPTANCE OF OFFERS. The University will accept the offer that it determines, in its sole discretion, best serves its interests. The University may consider just the Offer or may request additional information from the Offeror or Offerors. In addition, the University may enter into negotiations with an Offeror or Offerors. The University reserves the right to reject any offer that the University determines, in its sole discretion, is not in the University's best interest as described in Paragraph 6. Unless the University has requested further negotiations on the terms of the offer, the Offeror submitting the offer selected by the University will be required to execute a Commercial Property Purchase Agreement with the University and complete all paperwork necessary to close the transaction within **THIRTY (30) CALENDAR DAYS** of the date the University accepts the offer. If the University requests further negotiations, the negotiations will be required to be completed within a reasonable time, as determined by the University. In the event the Offeror selected by the University does not execute a Commercial Property Purchase Agreement and complete all paperwork necessary to close the transaction within **THIRTY (30) CALENDAR DAYS**, the University may, at its sole discretion, contact other offerors to determine if the Offerors wish to execute a Commercial Property

Purchase Agreement with the University. **The University reserves the right to waive any defects as to form or content of this OTC Commercial Property Sale, to reject any and all offers submitted, to negotiate the terms of any offer submitted, and to select the offer which the University determines to be in the best interest of the University. The University will not pay any costs incurred in the submission or preparation of an offer or expenses incurred due to the rejection of any offers, or due to the failure to complete the execution of a Commercial Property Purchase Agreement. The University reserves the right to review any offers submitted in this OTC Commercial Property Sale and negotiate with any party until such time as a Commercial Property Purchase Agreement is executed. FINAL ACCEPTANCE OF AN OFFER BY THE UNIVERSITY MAY BE SUBJECT TO BOARD OF REGENTS' APPROVAL.**

8. EXAMINATION OF FINANCIAL BACKGROUND. The University reserves the right to request additional and independent verification of any financial information concerning an offeror prior to entering into a Commercial Property Purchase Agreement. Verification of an offeror's financial ability to manage, maintain, finance and operate the Commercial Property and to meet all of the terms of the Commercial Property Purchase Agreement may include, but not be limited to, an examination of credit history, income, liabilities, and assets of the offeror. An offeror may be required to pay for and furnish a business, personal or mortgage credit report issued by a credit reporting agency approved by the University. In the event the University determines that, in its sole opinion, an offeror does not possess the financial ability to complete the Commercial Property Purchase Agreement, the University will terminate negotiations with the offeror. The University reserves the right to reject any and all offers submitted by parties who are currently in default on, or have previously defaulted on any kind of payments to the University.

9. QUESTIONS OR COMMENTS. Questions or comments concerning this OTC Commercial Property Sale must be made in writing, expressly identified as a question or comment concerning this OTC Commercial Property Sale, and submitted to the Anchorage address listed in Paragraph 3, above. Offerors shall not rely in any manner upon any verbal information received from the University for any purpose, including interpretation of any of the terms and conditions of this OTC Commercial Property Sale or compliance with the requirements of this OTC Commercial Property Sale. Offerors protests based upon any omissions or errors, or the content of this OTC Commercial Property Sale, will be disallowed if not made in writing prior to submitting an offer.

10. USE OF DEPOSIT/DOWN PAYMENT AS LIQUIDATED DAMAGES. In the event that the successful offeror fails to meet any or all of the terms and conditions contained in the Commercial Sale Purchase Agreement or this OTC Commercial Property Sale, the successful offeror's deposit/down payment and all other funds paid to the University by the successful offeror may be retained by the University as liquidated damages, and not as a penalty, the Commercial Sale Purchase Agreement, if any, shall be terminated by the University, and the University shall be free to accept another offer. The University and the Offeror agree that the University's costs and damages are difficult of ascertainment, are reasonably represented by the amount of the deposit, and may (but not necessarily will) include costs of advertising, staff costs, legal costs, title examination fees, lost profits from other possible sales, and other similar costs and damages. **THE DEPOSIT/DOWN PAYMENT AND ALL OTHER FUNDS PAID TO THE UNIVERSITY BY THE SUCCESSFUL OFFER ARE NON-REFUNDABLE IF THE SUCCESSFUL OFFEROR DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS OTC COMMERCIAL PROPERTY SALE. IN SUCH EVENT, THE DEPOSIT/DOWN PAYMENT WILL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY.**

11. MODIFICATIONS TO THIS OTC COMMERCIAL PROPERTY SALE. The University reserves the right to modify the terms and conditions of this OTC Commercial Property Sale at its sole discretion at any time without prior notice. Offeror shall be bound by the most current OTC Commercial Property Sales Terms and Conditions at the time an offer is submitted. It is the sole responsibility of offerors to ensure that they have received the most current terms and conditions of this OTC Commercial Property Sale and related material prior to submitting an offer. The current terms and conditions of this OTC Commercial Property Sale are available at <http://www.ualand.com>.

12. COMMERCIAL PROPERTY SALE PRICE. The minimum sale price for the Commercial Property will be at or above fair market value, to be determined at the sole discretion of the University.

13. BOARD OF REGENTS' APPROVAL AND PUBLIC NOTICING. Acceptance of offers may be subject to Board of Regents' approval under Board of Regents' Policy 05.11.060(B)(4). Also pursuant to Board of Regents' Policy 05.11.042, acceptance of offers may be subject to additional public noticing, including but not limited to, public notice specific to the successful offeror's proposed plans. The University reserves the right to reject offers to purchase Commercial Property in this OTC Commercial Property Sale, in whole or in part, based upon comments that may be received during the additional public noticing process.

14. AGE REQUIREMENT. An individual must be at least 18 years of age in order to submit an offer to purchase Commercial Property in this OTC Commercial Property Sale. **THE UNIVERSITY WILL NOT ENTER INTO A CONTRACT WITH ANYONE UNDER THE AGE OF EIGHTEEN (18).**

15. PROPERTY INSPECTION. Interested parties are strongly urged to conduct on-site and other inspections of the properties, to investigate and determine the existence of and to physically locate all property boundaries and legal access to the properties prior to submitting an offer to purchase Commercial Property. Interested parties should thoroughly inspect properties to ensure that the property is suitable for the party's intended use and to determine all permitting requirements related to that intended use. **Properties offered in the OTC Commercial Property Sale may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of the properties. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility. Property inspections may not include use of any equipment, including excavation or drilling equipment; such activities may only be conducted after receipt of a letter of entry from the University, and after verification by the interested party that they have secured legal access to the property from adjacent land owners, if necessary.** It is also recommended that interested parties inspect all public records pertaining to these properties, including, but not limited to, recorded plats and covenants, local improvement district assessments, zoning regulations, certificates of occupancy, available utilities and topographical maps, prior to submitting an offer to purchase Commercial Property. Information regarding these properties may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation, Department of Fish, Game and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, Geological Survey, Environmental Protection Agency and Army Corps of Engineers.

16. ACCESS, MAINTENANCE AND COMPLIANCE. Commercial Property offered in the OTC Commercial Property Sale may be located in urban, industrial, rural and in remote locations and are not necessarily within organized service districts. Legal access, construction and maintenance of roads, driveway permits, drainage systems and all common areas shall be the responsibility of the successful offeror. Offerors will be required to comply with all laws, orders, ordinances and regulations of federal, state or local authorities concerning road construction and maintenance, material extraction and reclamation on the properties, including but not limited to; the Army Corps of Engineers regulations relating to the development of wetlands, EPA regulations relating to storm water pollution prevention plans, and State of Alaska mining permitting and regulations.

17. CONTRACT REVIEW. All Commercial Property Purchase Agreements will be executed using documents drafted by the University of Alaska. The Commercial Property Purchase Agreement will be negotiated upon the acceptance of an offer.

18. WARRANTIES. Offerors are advised that the maps, site plans, acreages and other information that may be provided with this OTC Commercial Property Sale are approximations and that no guarantee or warranty is made to their accuracy. It is the offeror's responsibility to examine the properties and take other steps, as may be necessary, to ascertain the exact character and location of the properties; quantity and quality of the improvements located thereon, if any; and the general and local conditions that affect the use of the properties or improvements for any purpose. In addition, the University makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the physical, social, economic or environmental aspects of the properties, to include, without limitation, the quality, quantity or fitness of any improvements, buildings, roadways, driveways, parking areas and other existing facilities located on the properties, the existence of physical or legal access to the properties, or any other matter whether or not similar to the foregoing. The University shall not be liable for any damages relating to an offeror's use of the properties or improvements (or lack thereof) located on the properties. The University makes no warranties or representations of any kind concerning the properties or the improvements located on the properties. The properties and associated improvements are being offered in a "as is, where is" condition, regardless of defects, either patent or latent. **ALL INTERESTED PARTIES ARE STRONGLY URGED TO INSPECT THE PROPERTY AND IMPROVEMENTS BEFORE SUBMITTING AN OFFER.**

19. WETLANDS DISCLOSURE. The properties offered in this OTC Commercial Property Sale may contain wetlands and/or waters, in whole or in part, which are regulated under Section 404 of the Clean Water Act. U.S. Army Corps of Engineers permitting may be required for any development, repair or modification on the properties. **Interested parties are strongly urged to contact the U.S. Army Corps of Engineers, Alaska District, prior to submitting an offer to purchase,** in order to determine the specific development restrictions, if any, that pertain to the properties.

20. OTHER CONDITIONS. **The University reserves the right to postpone or cancel this OTC Commercial Property Sale, in whole or in part, or to withdraw properties from this OTC Commercial Property Sale at any time prior to or during the OTC Commercial Property Sale offering and up to the time of closing, without notice.** The University shall not be liable for any expenses incurred by any parties participating in this OTC Commercial Property Sale as a result of, but not limited to, including without limitation the costs of preparation of any offer or property evaluation. The University reserves the right to decline any and all offers, to negotiate separately with any party participating in this OTC Commercial Property Sale, to accept an offer without further discussions, to waive any informality in the offers received, and to accept that offer which represents the best interests

of the University. The University reserves the right to waive technical defects in this OTC Commercial Property Sale.

21. ADMINSTRATIVE PROTEST OF UNIVERSITY DECISIONS.

An Offeror may protest a University decision concerning the offer or the sale and if appropriate appeal that decision as follows:

- A. Protest to the Associate Vice President.** An Offeror may protest any decisions made in relation to the offer or this sale to the Associate Vice President for Facilities and Land Management of the University of Alaska. To protest a decision, the Offeror must: (i.) notify the Associate Vice President, in writing, at the address listed in Paragraph 3, of the protest, within **TEN (10) CALENDAR DAYS** after the University has given notice of the decision the Offeror wishes to protest; and (ii.) explain in detail all the reasons for the protest and the relief requested.
- B. Decision of the Associate Vice President.** The Associate Vice President shall consider the protest and may request additional information and documentation from the Offeror. The Associate Vice President will issue a written determination within **FIFTEEN (15) CALENDAR DAYS** after the offeror has supplied the requested information and documentation. If necessary and at the request of the Associate Vice President, the University's Chief Procurement Officer may extend this deadline provided the Associate Vice President establishes good cause for the extension. Any request for an extension granted by the Chief Procurement Officer must be in writing and mailed to the Associate Vice President and the Offeror. If the Associate Vice President does not issue a written decision on the protest within **NINETY (90) CALENDAR DAYS** after the rhas filed the requested information and documents with the Associate Vice President and within any extension granted by the Chief Procurement Officer, then Offeror's protest shall be deemed to have been denied.
- C. Appeal from a Decision of the Associate Vice President.** Offeror may appeal the decision of the Associate Vice President to the Chief Procurement Officer. Offeror must file written notice of the appeal, a copy of the Associate Vice President's decision, and a list of all legal and factual issues in dispute no later than **FIFTEEN (15) CALENDAR DAYS** after the date the Associate Vice President mailed the decision to the Offeror.
- D. Decision of the Associate Chief Procurement Officer.** Within **FIFTEEN (15) CALENDAR DAYS** of receipt of the appeal, the Chief Procurement Officer shall adopt the decision of the Associate Vice President as the Chief Procurement Officer's final decision or give notice that a hearing will be held to resolve the dispute. The notice adopting the Associate Vice President's decision or setting a hearing will be served, in writing, on Offeror and the Associate Vice President. If there is a hearing, it will be conducted under Sections 10.14 - 16 of the University's Procurement Code, Board of Regents' Policy 05.06.670 and Alaska Statute 36.30.670, as amended or superseded from time to time. The Chief Procurement Officer's decision must be issued, in writing, and mailed to the Offeror and the Associate Vice President within

TWENTY (20) CALENDAR DAYS after the hearing. Chief Procurement Officer's decision is the final University decision.

- E. Appeal from the Final Decision of the Chief Procurement Officer.** An appeal of the Chief Procurement Officer's final decision may be filed under Appellate Rule 602(a) (2) with the Superior Court, Third Judicial District, located in Anchorage, Alaska no later than **THIRTY (30) CALENDAR DAYS** of the date the Chief Procurement Officer mailed the final decision to the Offeror.

- F. Stay.** A protest or appeal will not automatically stay a decision of the University. A party protesting or appealing must request a stay of the decision. Such a stay may be granted only where the Associate Vice President or Chief Procurement Officer finds that the Offeror has met the standards in AS 36.30.575.

**UNIVERSITY OF ALASKA
2013 OVER-THE-COUNTER COMMERCIAL PROPERTY SALES DISPOSAL
OFFER TO PURCHASE FORM**

INSTRUCTIONS: Please print legibly. Please read all information in the Terms and Conditions of the University of Alaska 2013 Over-the-Counter Commercial Property Sales Disposal prior to completing this form. This form must be completed in its entirety. This form must be received at the University of Alaska, Facilities and Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438.

OFFEROR

LEGAL NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE # (_____) _____ FAX # (_____) _____

OFFER

I hereby submit an offer to purchase PARCEL # JU.BR.4XXX

LOTS 1,2,3,6 and 7 BLOCK 5 AND LOT 3 BLOCK 6A

The amount of my offer and deposit is (please also write out the amount in words, **rounded up to the nearest dollar**).

OFFER AMOUNT: _____ NO/CENTS (\$ _____ .00)

DEPOSIT: FIFTY THOUSAND AND NO/100 DOLLARS NO/CENTS (\$ 50,000.00)

Upon execution of the Commercial Property Purchase Agreement, the Offeror will deposit the amount noted above with the title company designated by the University in its sole discretion. The Deposit will be invested in a **non-interest** bearing trust account. The Deposit will be applied to the Purchase Price at Closing.

CONDITIONS PRECEDENT TO PURCHASE

The obligation of the Offeror to purchase the Commercial Property will be subject to the satisfaction or written waiver by the Offeror of the following condition(s) (the "Conditions Precedent") within _____ days after execution of the Commercial Property Purchase Agreement. (Use separate piece of paper if additional space is necessary.)

CONDITIONS PRECEDENT TO PURCHASE

(continued)

Multiple horizontal lines for text entry.

OTHER OFFER TERMS

CLOSING: The Closing will occur not later than _____ days following the satisfaction or written waiver by the Offeror of the Conditions Precedent.

INSPECTION PERIOD: The Offeror requests _____ days from the execution of the Commercial Property Purchase Agreement to complete due diligence investigations.

GOOD FAITH NEGOTIATIONS: The Offeror will act honestly, diligently and in good faith in their respective endeavors to negotiate, settle and execute the Commercial Property Purchase Agreement.

SIGNATURES

I HEREBY CERTIFY that I have read and understand the Terms and Conditions of the University of Alaska 2013 Over-the-Counter Commercial Property Sales Disposal and all amendments thereto, and accept the terms and conditions therein. I hereby certify that I am eighteen (18) years of age or older.

Signature _____ Date _____
Title _____

Signature _____ Date _____
Title _____

Signature _____ Date _____
Title _____

**UNIVERSITY OF ALASKA
FACILITIES AND LAND MANAGEMENT
1815 BRAGAW STREET, SUITE 101, ANCHORAGE, ALASKA 99508-3438**