

**SPECIAL INSTRUCTIONS TO BID SOLICITATION FOR SURPLUS REAL PROPERTY**

The New Jersey Schools Development Authority ("NJSDA") is soliciting bids in connection with on-line auction ("Auction Sale") of surplus real property ("Surplus Property") identified as City of Camden tax block 126, lots 9, 70 & 71, commonly known as 707 & 709 Market Street. The Auction Sale will be conducted by GovDeals.com and all prospective bidders must register at the GovDeals.com website in order to participate.

The attached documentation ("Solicitation Documentation") contains information about the Surplus Property including the agreement ("Agreement of Sale") setting forth the terms, conditions and requirements for sale.

Attachment A	Informational Brochure
Attachment B	Agreement for Sale inclusive of Form of Deed and Title Insurance Policy
Attachment C	Property Survey and Metes & Bounds Description
Attachment D	Environmental Disclosure regarding an underground storage tank (UST)
Attachment E*	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form 711
Attachment F*	Ownership Disclosure Form
Attachment G*	Disclosure of Investment Activities in Iran Form
Attachment H	Visitor Waiver and Release (required for interior inspection)
* Form E, F & G are only required to be submitted by the successful bidder.	

Interior inspections of the Surplus Property by registered bidders will be conducted on March 8, 2019 at 11:00 AM and 1:00 PM Eastern Time. **All prospective bidders and/or third parties accompanying prospective bidders for the purposes of performing an inspection of the Surplus Property shall be required to sign the Visitor Waiver and Release form included in the Solicitation Documentation as Attachment H.**

Written questions may be submitted via the GovDeals.com property listing. All bidder questions will be responded to on the GovDeals website. Bidder's questions may be submitted until 2:00 PM Eastern Time on March 22, 2019.

1. The minimum bid established for the Surplus Property located at 707 & 709 Market Street, (Block 126, Lots 9, 70 & 71) is \$171,500. Any bids submitted below the minimum bid will not be accepted.
2. Interested parties shall submit a bid for the purchase of the Surplus Property using the GovDeals.com website. **Bids must be submitted via the GovDeals website no later than 2:00 PM Eastern Time on March 26, 2019, subject, however, to the GovDeals auto extension policy. <https://www.govdeals.com/NJSDA>**
3. Award shall be made to the highest responsible bidder deemed acceptable to the NJSDA. Successful bidder will receive a Buyer's Certificate by email from GovDeals promptly following the conclusion of the Auction Sale. NJSDA reserves the right to waive any minor defect or informality in the bids received if in the best interest of the NJSDA. The successful bidder shall download the Agreement of Sale and Attachments E, F and G from the GovDeals website and return two (2) signed

counterparts of the Agreement of Sale and completed Attachments E, F, and G, together with a good faith deposit ("Bid Deposit") in an amount equal to ten (10%) percent of the bid amount to the Authority within ten (10) days of receipt of the Buyer's Certificate. Surplus Property will be conveyed to the successful bidder at a closing of title, to take place within forty-five (45) days of NJSDA executing the Agreement of Sale submitted by the successful bidder, all in accordance with the terms of the Agreement of Sale. Should the successful bidder fail to close title to the Surplus Property in accordance with the terms of the Agreement of Sale, the Bid Deposit shall be forfeited and the Surplus Property may be offered to the next highest bidder, be re-bid or be otherwise disposed of, at the discretion of the NJSDA, with no further obligation on the part of the NJSDA to said defaulting successful bidder.

4. NJSDA reserves the right to accept or reject any or all bids if in the best interest of the NJSDA. In the event of tie bids, the tied bidders only will be requested to submit a best and final offer.
5. Any modifications to this Solicitation will be reflected in Addenda posted on the GovDeals.com website.
6. NJSDA's Supplemental Ethics Code (October 2007), provides that no member, employee or agent of NJSDA shall have an interest, either direct or indirect, in any school facilities project, or in any contract, sale, purchase, lease or transfer of real or personal property to which the NJSDA is a party. Accordingly, no NJSDA member, officer or employee, or "Relative" (as such term is hereinafter defined) of such member officer or employee, either individually, or through partners or through any corporation which such member, officer, employee or Relative controls or owns or controls more than 1% of the stock, or by any other person for the member, officer, employee or Relative's use or benefit or on the member, officer, employee or Relative's account, may participate in this Solicitation. As used herein the term "Relative" shall mean an individual's spouse, or the individual's or spouse's parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother or half-sister, whether the relative is related to the individual or the individual's spouse by blood, marriage or adoption.
7. By submitting a bid, the bidder agrees that it has read, and fully understands the Solicitation Documentation referenced above and fully and accepts the Solicitation Documentation and this SPECIAL INSTRUCTIONS OF BID SOLICITATION FOR SURPLUS REAL PROPERTY. Bidder also agrees that it has read, and fully understands the GovDeals Buyer Terms and Conditions applicable to all bidders on the GovDeals marketplace. These Special Instructions of Bid Solicitation for Surplus Real Property will override any conflicting provisions contained in the GovDeals Buyer Terms and Conditions except to the extent the same adversely affect GovDeals or would result in a breach of the GovDeals Buyer Terms and Conditions.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY DISPOSITION OF SURPLUS PROPERTY

FOR SALE TO HIGHEST BIDDER
707-709 Market Street, Camden NJ 08102
City Tax Block 126, Lots 9, 70 & 71

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NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY DISPOSITION OF SURPLUS PROPERTY

707 – 709 Market Street, Camden NJ 08102

City Tax Block 126, Lots 9, 70 & 71

.202 Acre Parcel / 8,799± Sq. Ft.

Two Commercial Buildings

Zoned US, University and Support

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707-709 Market Street



Side Lot 70



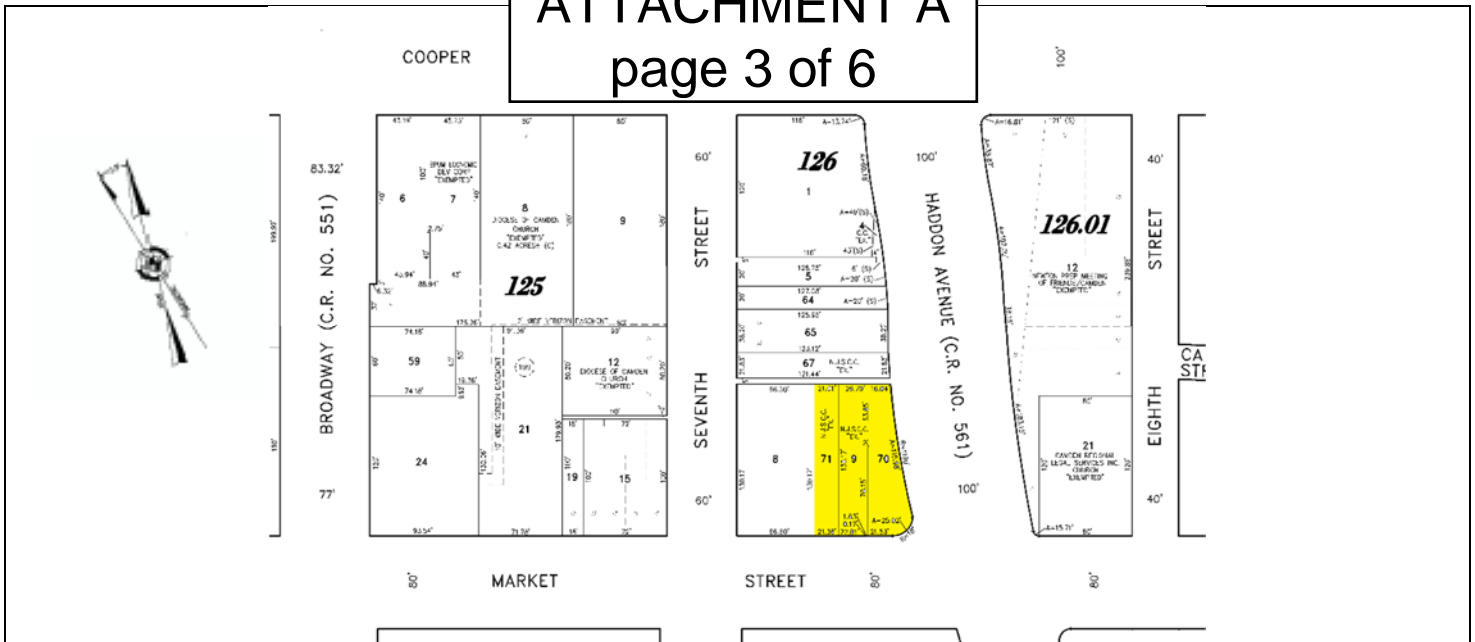
East Side



West Side

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY DISPOSITION OF SURPLUS PROPERTY

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707 – 709 Market Street, Camden NJ



Address: 707 – 709 Market Street, Camden, NJ 08102

Property Tax Information - Block 126, Lots 9, 70 & 71

2018 Property Tax Assessment

Block	Lot	Land	Improvement	Total
126	9	\$ 134,000.00	\$ 196,400.00	\$ 330,400.00
126	70	\$ 130,800.00	\$ 5,100.00	\$ 135,900.00
126	71	\$ 166,500.00	\$ 115,600.00	\$ 282,100.00

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY DISPOSITION OF SURPLUS PROPERTY

Zoned: **US, University and Support**

The parcels are located in the University and Support (US) zoning district. Permitted uses in the US zone are single-family detached dwellings, semi-detached dwellings, duplexes, townhouses, multi-family dwellings, colleges & universities, banks, offices, business services, convenience stores, visitor information center, retail food establishments, hotel & motels, professional and private offices, medical offices, personal services, retail stores, restaurants, theaters, parks, public and private education institutions, and railroad passenger stations.

The following chart provides a summary of the schedule of limitations based on the municipality's schedule of yard, area and building requirements:

Table 12 Area Regulations for the US University and Support Zone						
REQUIREMENTS	BULK STANDARDS					
	TYPE OF DEVELOPMENT					
	Single-Family	Semi-Detached ¹	Duplex ³	Townhouse ⁴	Multi-Family	Non-Residential
Minimum lot area per dwelling unit or site area	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.
Maximum lot area per dwelling unit or site area	4,000 sq. ft.	3,000 sq. ft.	4,000 sq. ft.	3,000 sq. ft.	N/A	N/A
Minimum lot width	20 ft.	20 ft.	20 ft.	20 ft.	100 ft.	100 ft.
Minimum lot depth	100 ft.	100 ft.	100 ft.	100 ft.	N/A	N/A
Maximum height ⁷	3 stories or 35 ft.	3 stories or 35 ft.	3 stories or 35 ft.	3 stories or 35 ft.	10 stories or 145 ft.	30 stories or 450 ft.
Minimum depth of front yard ⁸	10 ft.	10 ft.	10 ft.	10 ft.	20 ft.	10 ft.
Minimum aggregate width of side yards	25 ft.	25 ft.	25 ft.	N/A ⁵	50 ft.	10 ft.
Minimum width of each side yard	10 ft.	10 ft. ²	10 ft.	See Note 6	20 ft.	5 ft.
Minimum depth of rear yard	10 ft.	10 ft.	10 ft.	10 ft.	30 ft.	5 ft.
Maximum lot building coverage	60%	60%	60%	60%	60%	80%
Maximum lot impervious coverage	80%	80%	60%	80%	80%	90%

Prospective bidders are urged to consult the City of Camden's Zoning Ordinance and seek legal and engineering counsel regarding any opinion as the legal status of the current or prospective uses.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

DISPOSITION OF SURPLUS PROPERTY

Physical Characteristics of the Site

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Site Area	Lot 9 - 3,077 SF/0.07 Acre Lot 70 - 2,962 SF/0.068 Acre Lot 71- 2,780 SF/0.064 Acre
Frontage	Lot 9 - 24.61' along Market Street Lot 70 - 128.49' along Haddon Avenue & 34.04' along Market Street Lot 71 - 21.36' along Market Street
Utilities	Electric, Gas, Water, Sewer, Telephone & Cable
Site Improvements	Lot 9 – 709 Market Street Building Lot 70 - Paved Lot 71 – 707 Market Street Building
Shape of Tract:	Lot 9: Generally Rectangular Lot 70: Irregular, Lot 71: Rectangular
Topography:	Generally Level and clear
Corner:	Yes
Flood Designation	According to F.E.M.A. Panel # 34007C0028E dated September 28, 2007, the subject lies within Flood Zone X, areas determined to be outside the 0.2% annual chance flood. The NJSDA strongly recommends that a qualified expert be retained to make such a determination.
Freshwater Wetlands	According to a wetland map generated by the NJDEP, the subject is not impacted by wetlands. The NJSDA strongly recommends that a qualified expert be retained to make such a determination.
Easements/Encumbrances	None Known affecting the Subject Lots 9, 70 & 71 A 5' City owned Right of Way exists between the Subject and adjacent lot 67
Environmental	The building was converted to a natural gas fired heating systems prior to the 2004 acquisition of the property by NJSDA however an underground oil storage tank (UST) was identified in the rear of lot 9. An initial investigation at the time of the 2004 purchase of the property by NJSDA did not find any apparent leakage however no warrantee or certification is made by the Seller as to the current condition.

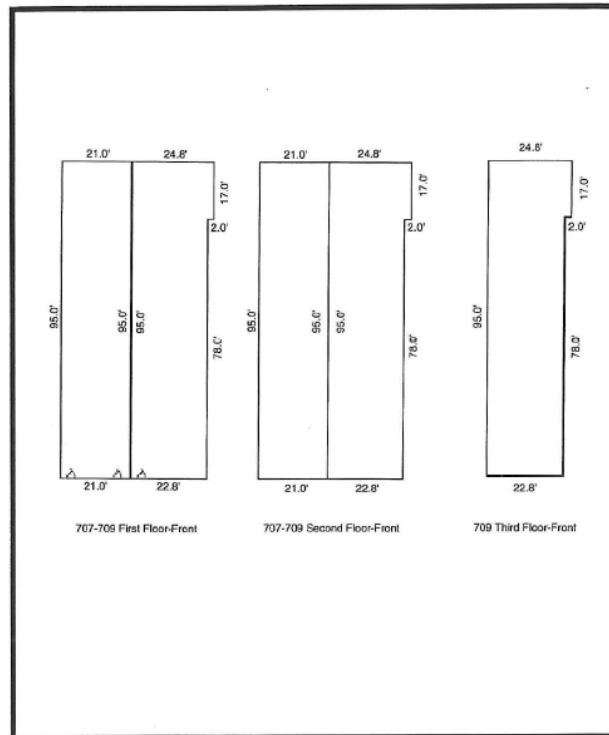
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

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Improvement Description

Improvements	707 – Two Story wood frame & brick former office building/approximately 3,990 SF 709 – Three Story wood frame & brick former office building/approximately 6,600 SF Full Basements Both buildings exhibit extensive vandalism/damage and are now in Shell Condition
Year Built	Estimate Circa 1920's
HVAC	Forced Warm Air/No Furnace
Plumbing	Damaged/Vandalized
Electrical	Damaged/Vandalized
Condition	707 Market Street was formerly professional offices and possibly retail on the first floor at one time, with separate entrances to the different floors for multiple tenancy. 709 Market Street was formerly medical office space. Additionally, the basements in both buildings were finished As stated previously, the buildings have been vacant for many years and exhibit extensive damage/vandalism which have resulted in excessive physical depreciation



**Floor Plan Sketch/Dimensions are Approximate and for Illustration Purposes Only
Not to Scale**

THIS AGREEMENT OF SALE, (the "Agreement") made the ____ day of _____, 2019 (the "Effective Date") between the NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY (the "Authority") having its office at 32 East Front Street, P.O. Box 991, Trenton, New Jersey 08625-0229, and _____ (the "Purchaser"), having an address of _____ New Jersey.

WITNESSETH:

WHEREAS, the Authority is the owner of that certain real property in the County of Camden, City of Camden, State of New Jersey, with improvements situated thereon, known and designated on the Tax Map of the City of Camden as Tax Block 126, Lots 9, 70 and 71 and having a street address of 707-709 Market Street, Camden, New Jersey (the "Property"). The Property is more particularly described on **Exhibit A** attached hereto and made a part hereof.

WHEREAS, the Authority was created by the legislature of the State of New Jersey to carry out the purposes of constructing schools in accordance with the Educational Facilities Construction and Financing Act, P.L. 2000, c. 72, as amended under P.L., c. 137 ("EFCAFA") with broad statutory powers to acquire and dispose of real property;

WHEREAS, the Authority did declare the Property and all other improvements thereon, to be "Surplus Property", i.e. not necessary on a temporary or permanent basis for the undertaking or management of a school facilities project and not used or useful to or for the business operations of the Authority; and

WHEREAS, the Purchaser is the successful bidder for the Property pursuant to an auction sale held on _____ (the "Auction Sale"); and

WHEREAS, the terms of the Auction Sale require the Purchaser to execute and return this Agreement, Attachments E, F and G to the Terms and Conditions of the Auction Sale, and the required "Deposit" (as hereinafter set forth) to the Authority within ten (10) days after the Authority shall give to Purchaser written notice that Purchaser is the successful bidder in the Auction Sale.

NOW THEREFORE, the Authority hereby wishes to confirm its agreement to sell and convey the Property, and the Purchaser wishes to confirm its agreement to purchase and accept the Property, all in accordance with the terms and conditions more fully set forth below, and for and in consideration of the mutual covenants hereinafter contained, with respect to which the parties hereto agree as follow:

1. Agreement to Sell. The Authority shall sell and convey to the Purchaser and the Purchaser shall buy and accept from the Authority, all of the Property.

2. Purchase Price; Conditions of Closing.

(a) The Purchaser shall pay the Authority, as and for the purchase price for the Property, the sum of \$_____ (the "Purchase Price") in the following manner:

(i) A good faith deposit (the "Deposit") in an amount equal to ten (10%) percent of the amount of the Purchase Price, to be included with the Purchaser's return of this executed Agreement,

which Deposit shall be paid by a certified or cashier's check of a duly accredited financial institution and drawn payable to the order of "New Jersey Schools Development Authority"; and

(ii) The balance of the Purchase Price to be paid at the Closing (as hereinafter defined) by certified check or cashier's check of a duly accredited financial institution and drawn payable to the order of "New Jersey Schools Development Authority".

(b) The Purchaser acknowledges that other than the requirements set forth in this Agreement, this transaction is not contingent upon or subject to the Purchaser taking any action including obtaining financing to consummate this transaction.

3. The Closing.

(a) The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of the Authority at a date and time to be agreed upon by the parties, but in no event later than thirty (30) days after the Effective Date set forth above (the "Closing Date"), time being of the essence. Extension of this thirty (30) day period is subject to the approval of and is in the sole discretion of the Authority.

(b) The following shall take place at the Closing:

(i) The Authority shall execute and deliver to the Purchaser a Bargain and Sale Deed without covenants (the "Deed") for the Property, such Deed to be made subject to the title matters as to which conveyance is to be accepted by the Purchaser hereunder. The Deed shall be substantially in the form attached hereto as **Exhibit B**.

(ii) The Purchaser shall pay to the Authority the balance of the Purchase Price subject to any applicable adjustments as of the Closing Date for utilities including but not limited to taxes or other encumbrances which may become due and owing as of the date of closing, as well as oil, gas, water, sewer and electric charges. The Purchaser will pay for all customary closing costs, including but not limited to, title insurance premiums, recording fees, and realty transfer taxes incidental to the conveyance of title.

(iii) The parties shall execute and deliver to each other a closing statement, affidavit of consideration, Seller's residency certificate/exemption form and any other instruments required to be delivered under any provisions of this Agreement, or reasonably requested by the attorney for either party in connection with this transaction.

4. Condition of Title. Chicago Title Insurance Company Owner's Policy of Title Insurance, Policy # A75-2038683 (the "Title Insurance Policy"), was issued to the Authority with respect to the Property effective 12/10/2004, and is attached hereto as **Exhibit C**. The Authority makes no representations or warranty with respect to the Property or the title thereto as reflected in the Title Insurance Policy.

5. Survey. The Purchaser, at its sole cost and expense, shall have the right to obtain a survey of the Property together with a metes and bounds description. Provided that the Purchaser shall provide the Authority with a copy of such survey and metes and bounds description, and further provided that such survey and metes and bounds description shall be certified to the Authority and endorsed by Purchaser's title insurance company as being the same property insured under the Title Insurance Policy, the

Authority will agree to substitute the Purchaser's metes and bounds description for that set forth in the Title Insurance Policy as the legal description of the Property in the Deed.

6. Condition of Property/Possession. The Authority shall deliver possession of the Property to the Purchaser on the Closing Date in its "as is/where is" condition as of the date of Closing to the effect that the Authority shall not be required to (i) make or pay for any repair, replacement, reconstruction or renovation of any improvement or condition situated on or existing at the Property; (ii) demolish, remove or dispose of any improvement or condition existing at the Property; or (iii) to abate any hazardous substances or remediate any environmental conditions existing at the Property.

7. Representations and Warranties Limited.

(a) The Purchaser agrees that the Purchaser is not relying on any representation or warranty of the Authority or any agent, employee, representative, director or officer of the Authority, and that the Purchaser is buying and accepting the Property "as-is/where-is" subject to all faults and without any expressed or implied warranties of any kind from the Authority, including, but not limited to (i) materials, workmanship, good and workmanlike construction, design, condition, habitability, (ii) fitness for a particular purpose, (iii) merchantability, (iv) environmental condition of the Property, (v) absence of hazardous substances or the present or past existence of underground storage tanks, (vi) geological conditions, (vii) existence of wetlands, stream (surface or underground) body of water, flood prone area, flood plain, flood way or special flood hazard including without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes (viii) soil conditions including the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of the under-shoring, (ix) availability of any utilities to the Property or any portion thereof, (x) zoning to which the Property or any portion thereof may be subject, (xi) usages of adjoining Property, (xii) access to the Property or any portion thereof, (xiii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to or physical or financial condition of the Property or any portion thereof or any income, expenses, charges, liens, encumbrances, rights or claims affecting or pertaining to the Property or any part thereof, (xiv) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building or fire or zoning ordinances, codes or other similar laws, (xv) the presence or absence of natural resource damages, (xvi) the existence or non-existence of any other matter or condition affecting the stability or integrity of the Property, (xvii) the potential for further development of the Property, (xviii) the existence of vested land use, zoning or building entitlements of the Property or (xix) tax consequences.

(b) The Purchaser declares that it has been provided ample opportunity to examine and investigate the character and quality of the Property and the documentation provided by the Authority relating to the Property and the condition thereof before making its bid and Purchaser further represents that it has determined (i) that the physical condition of the Property, whether known or unknown, disclosed or undisclosed, is acceptable to the Purchaser, and (ii) that the existence of hazardous substances or environmental conditions at, under or on the Property, whether known or unknown, disclosed or undisclosed, are acceptable to the Purchaser. The Purchaser agrees to indemnify and hold the Authority and the Authority's officers, employees, agents, representatives, successors and assigns, harmless from and against all claims of responsibility and liability regarding the condition or utility of the Property. In this regard, the Purchaser further acknowledges that any and all information of any type with respect to the Property which the Purchaser has received or may receive from the Authority or any of its

employees or agents, was furnished by the Authority on the express condition that (iii) the Purchaser make an independent verification of the accuracy of any and all such information, and (iv) all such information was being furnished without any warranty whatsoever. The Purchaser shall not assert any liability against the Authority or its agents, employees for furnishing such information or for failing to furnish any information related to or in connection with the Property or the condition thereof.

(c) Upon Closing, the Purchaser shall also assume the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on, under or at the Property. It is expressly understood and agreed to by the Purchaser that the Authority shall not be obligated to make any alterations, repairs or improvements to the Property. It is further expressly understood and agreed that the Authority has no duty and shall have no duty to disclose any condition affecting the Property, whether such condition is apparent or latent, or known or unknown to the Purchaser or the Authority.

(d) The provisions of this Section 7 shall survive the Closing.

8. Environmental Conditions.

(a) The delivery of the Deed by the Authority to the Purchaser shall further be deemed to be a complete, unqualified, irrevocable release by the Purchaser of the Authority and the Authority's officers, employees, agents, representatives, successors and assigns, for all time, as to all matters and purposes whatsoever and from any responsibility or liability to the Purchaser regarding any and all hazardous substances or environmental conditions that exist at, under or on the Property or arising from offsite activities of the Authority and the Authority's officers, employees, agents, representatives, successors and assigns or any third party, or the condition migrated from or onto said Property and regardless of whether the claim or cause of action is hereafter created under common law or federal, state, county or municipal statute, ordinance or regulation including without limitation those statutes, ordinances and regulations relating to hazardous substances and/or wastes and the use, generation, handling storage, disposal and/or remediation thereof, the closure or transfer of ownership of businesses or real property, flood plains, stream encroachment, wetlands and natural resource damages. Said release by the Purchaser of claims, matters or things enumerated herein, including those matters or claims of which the Purchaser is not aware shall apply to such claims, causes, matters, transactions, incidents, acts, omissions or things thereof, resulting from anything which has happened up to the Closing. The foregoing provisions shall survive the Closing and shall be incorporated into the Deed as a binding covenant from the Purchaser to the Authority.

(b) The covenants made by the Purchaser in this Section 8 are a material part of the consideration for the sale and conveyance of the Property. The Purchaser acknowledges that the Authority, in executing the sale and conveyance of the Property, relies upon these covenants by the Purchaser to abate any hazardous materials, remediate environmental conditions and release the Authority from claims. The provisions of this Section 8 shall survive the Closing.

9. Assessments. Special assessments for improvements, if any, shall be assumed by the Purchaser. There shall not be any allowance on account of the Purchase Price if there is any assessment for improvement regardless of whether such improvements have been completed on or before the date hereof or the Closing Date.

10. Risk of Loss. Purchaser acknowledges that it has been advised that the Property is not covered by property insurance of any kind. In the event the Property shall be destroyed or damaged by reason of

fire, storm, accident or other casualty, the Authority shall have no obligation to repair, replace or restore the Property. The Purchaser shall have the right to independently insure its interest in the Property, at its sole cost and expense, and agrees to assume the risk of loss or damage to the Property or any improvements situated on the Property.

11. Condemnation. In the event that the entire Property or a substantial part thereof shall have been taken by eminent domain or shall be in the process of being so taken, on the Closing Date, either party shall have the option to terminate this Agreement on written notice to the other party. As employed herein, the term "a substantial part of the Property" shall be deemed to mean a part of the Property consisting of 20% or more of the total area of the Property. In such event this Agreement shall be null and void without any further obligations on behalf of either party except that the Authority shall promptly return the Deposit, without interest, to the Purchaser.

12. Compliance with Laws/Violations.

(a) The Purchaser shall accept the Property subject to all notices of violation of law or municipal ordinances, orders or requirements issued by any governmental agency or authority now or prior to Closing. The Authority shall not be required to repair or otherwise comply with any violations affecting the Property, whether now existing or hereafter occurring.

(b) The Authority shall have no obligation to deliver any certificate of occupancy or other like governmental permit in connection with the sale contemplated herein. In the event that a certificate of occupancy or other like governmental permit is required to transfer the Property or the improvements situated thereon, the Purchaser shall apply and pay for procuring same. If any governmental agency or authority requires the correction of physical conditions in connection with the issuance of such permit or as a condition of the transfer of the Property or any improvements situated thereon, the Purchaser shall pay the cost of correcting such conditions. The provisions of this Section 12 shall survive the Closing.

13. Assignment. It is expressly understood that this Agreement may not be assigned by the Purchaser and any purported assignment shall be void unless agreed to in writing by the Authority.

14. Brokerage. Notwithstanding that the Authority has advised the community of real estate brokers regarding this Solicitation, the Authority has not contracted with any real estate broker or salesman for the performance of real estate brokerage services in connection with the sale of the Property. The Purchaser warrants that no person has participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or been employed, directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15. The Purchaser shall indemnify the Authority and hold it harmless against and with respect to any claim for brokerage or other commissions relative to this Agreement or to this transaction. The provisions of this Section 14 shall survive the Closing.

15. Damages. In the event that the Purchaser fails to close title to the Property on the Closing Date for any reason whatsoever (unless this Agreement is terminated due to a condemnation pursuant to Section 11 hereof), then this Agreement shall be deemed to be automatically terminated and the Authority shall be entitled to retain the Bid Deposit as the parties both acknowledge that the amount of damages to the Authority would be difficult, if not impossible to determine and the retention of the Bid Deposit would be just, fair and reasonable. Nothing contained in this Section 15 shall in any way limit the Authority's right to seek specific performance under the provisions of Section 22 hereof.

16. Notices. All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) addressed to the following:

If to the Authority: New Jersey Schools Development Authority
 P.O. Box 991
 32 East Front Street
 Trenton, NJ 08625
 Attention: Jacqueline Howard, Director of Real Estate Services

With copy to: Sandra L. Vieser, NJSDA Senior Counsel

If to the Purchaser:

With copy to:

Either party may, by notice given as aforesaid, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or first attempted delivery.

17. Merger. With the exception of the provisions of this Agreement which expressly survive Closing, the acceptance of the Deed by the Purchaser shall be deemed to be a full performance by the Authority of, and shall discharge the Authority from all obligations.

18. Further Assurances. Each of the parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement.

19. Attorneys' Fees. Each party shall pay its own attorneys' fees in connection with the transaction addressed by this Agreement.

20. No Recording. The Purchaser shall not record this Agreement or a copy or memorandum thereof.

21. Time of the Essence. Except as may be otherwise specifically provided in this Agreement, time is of the essence of this Agreement and each and every provision hereof.

22. Specific Performance. In the event the Purchaser fails to comply with any of the provisions of the Agreement, then, in addition to all other legal remedies to which the Authority is entitled, the Authority shall have the right to specific performance.

23. Limitation of Authority Liability. The Purchaser agrees that nothing in this Agreement shall make the Authority or its employees or agents liable to pay any damages or costs for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

24. Miscellaneous Provisions. The parties further agree as follows:

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(b) This Agreement contains the entire agreement between the parties with respect to the Property, and supersedes any prior or other agreements, understandings or communications, written or oral.

(c) No modification of this Agreement shall be effective unless expressed in a mutually executed written amendment. Any purported modification which is not so expressed in a mutually executed written amendment shall be void.

(d) The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

(e) The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof. The parties agree that each party and its legal counsel has reviewed or has had an opportunity to review this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any construction or interpretation of this Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

(g) The Effective Date of this Agreement shall be the date on which it is executed by all parties, or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date shall be inserted at the top of the first page hereof.

(h) This Agreement shall be governed by any and all applicable laws of the State of New Jersey, without reference to conflict of laws provisions.

(i) The venue for any disputes arising under this transaction shall be the Superior Court of the State of New Jersey.

(j) By signing below, the Purchaser represents and warrants that it has obtained all requisite power and authority needed to lawfully enter into this Agreement and consummate the transactions contemplated herein.

(k) Purchaser represents that it has sufficient funds to pay the Purchase Price and close title to this Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement the day and year first above written.

ATTEST:

AUTHORITY:

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

By: _____

By: _____
Lizette Delgado-Polanco, Chief Executive Officer

PURCHASER:

ATTEST:

By: _____
Name:
Title:

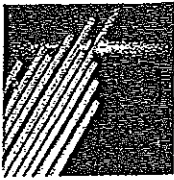
By: _____

LIST OF EXHIBITS

Exhibit A – Legal Description

Exhibit B –Deed

Exhibit C – Title Insurance Policy



ARMAND CORPORATION

Contract for Sale
EXHIBIT A
Legal Description
page 1 of 3
Lot 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 9
City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/'03 and being more particularly bounded and described as follows:


BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 87.86 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

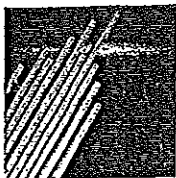
- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 71, North 14°22'15" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northeasterly corner to Block 126, Lot 71, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 26.79 feet to a point in the same and the Westerly line of Block 126, Lot 70, said point being the Southeasterly corner to the aforementioned alley, thence;
- 3) Along the Westerly line of Block 126, Lot 70, South 14°31'30" West, 53.85 feet to a point in the same, thence;
- 4) Along the same, North 75°28'30" West, 2.00 feet to the a point in the same, thence;
- 5) Still along the same, South 14°31'30" West, 76.15 feet to a point in the Original Northerly line of said Market Street, said point being the Southwesterly corner to Block 126, Lot 70, thence;
- 6) Along the same, North 75°28'30" West, 1.63 feet to the a point in the same, thence;
- 7) Still along the same, South 14°31'30" West, 0.17 feet to a point in the Revised Northerly line of said Market Street, thence;
- 8) Along the Revised Northerly line of said Market Street, North 75°28'30" West, 22.81 feet to the aforementioned point of BEGINNING.

Containing within said bounds 3312± square feet or 0.08 acres±.

Being known as Block 126, Lot 9, as shown on the Official Tax Map of the City of Camden, Plate 35.

Also being known as # 709 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Contract for Sale
EXHIBIT A
Legal Description
page 2 of 3
Lot 70

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 70
City of Camden

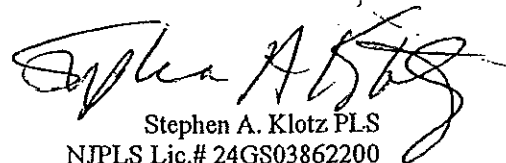
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

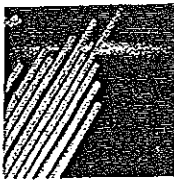
BEGINNING at a point in the Northerly line of Market Street, variable width, aka Camden County Route # 537, said point being located, North 75°28'30" West, 21.53 feet from the Southwesterly end of a 18.00 foot radius connecting the said line of Market Street with the Westerly line of Haddon Avenue, 98.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 9, North 14°31'30" East, 76.15 feet to a point, thence;
- 2) Along the same, South 75°28'30" East, 2.00 feet to a point in the same, thence;
- 3) Still along the same and the Easterly terminus of a certain 5.00 foot wide alley opening onto North Seventh Street, North 14°31'30" East, 58.85 feet to a point in the Southerly line of Block 126, Lot 67, said point being the Northeasterly corner to the aforementioned alley, thence;
- 4) Along the Southerly line of Block 126, Lots 67 and 72, South 75°28'30" East, 16.04 feet to a point of cusp in the curved Westerly line of Haddon Avenue, thence;
- 5) Along the said line of Haddon Avenue, curving to the left with a radius of 1190.00 feet, an arc distance of 115.98 feet to a point of reverse curvature, said point being the Northeasterly end of a 18.00 foot radius connecting the said line of Haddon Avenue with the Northerly line of the aforementioned Market Street, thence;
- 6) Along said connecting curve, curving to the right with a radius of 18.00 feet, an arc distance of 25.02 feet to a point in the aforementioned line of Market Street, thence;
- 7) Along said line of Market Street, North 75°28'30" West, 21.53 feet to the aforementioned point of BEGINNING.

Containing within said bounds 3316± square feet or 0.08 acres±.

Being known as Block 126, Lot 70, as shown on the Official Tax Map of the City of Camden, Plate 35.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Contract for Sale
EXHIBIT A
Legal Description
page 3 of 3
Lot 71

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 71
City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

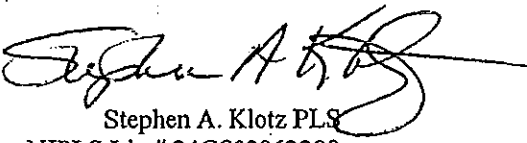
BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 66.50 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 8, North 14°31'30" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northwesterly corner to Block 126, Lot 8, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 21.01 feet to a point in the same and the Westerly line of Block 126, Lot 9, said point being the Northwesterly corner to Block 126, Lot 9, thence;
- 3) Along the Westerly line of Block 126, Lot 9, South 14°22'15" West, 130.17 feet to a point in the aforementioned Northerly line of Market Street, said point being the Southwesterly corner to Block 126, Lot 9, thence;
- 4) Along aforementioned Northerly line of Market Street, North 75°28'30" West, 21.36 feet to the aforementioned point of BEGINNING.

Containing within said bounds 2758± square feet or 0.06 acres±.

Being known as Block 126, Lot 71, as shown on the Official Tax Map of the City of Camden, Plate 35.

Also being known as # 707 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200

Contract for Sale
EXHIBIT B
Deed
page 1 of 6

<p style="text-align: center;">D E E D</p> <p>NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY,</p> <p style="text-align: right;">Grantor,</p> <p style="text-align: center;">TO</p> <p>,</p> <p style="text-align: right;">Grantee.</p>	<p>Dated: , 2019</p> <hr/> <p>Record and return to: Sandra L. Vieser, Senior Counsel New Jersey Schools Development Authority 32 East Front Street P.O. Box 991 Trenton, NJ 08625</p>
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Contract for Sale
EXHIBIT B
Deed
page 2 of 6

Prepared By:

Sandra L. Vieser, Esq.

DEED

This Deed is made on _____, 2018, between the **NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**, successor in interest to the New Jersey Schools Construction Corporation, an Authority organized and existing under the laws of the State of New Jersey, having its principal office at 32 East Front Street, P.O. Box 991, Trenton, New Jersey 08625-0991, referred to as the "Grantor", and, having its principal office at _____, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor bargains and sells, grants, conveys and transfers ownership of the property described below to the Grantee or to its successors in interest. This transfer is made for the sum of _____ DOLLARS good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) City of Camden, Block No. 126, Lots No. 9, 70 and 71.

Property. The property consists of the land and all of the buildings, structures and fixtures located thereon lying situate in the City of Camden, County of Camden and State of New Jersey, all as more particularly described on the legal description attached hereto as Exhibit A.

BEING the same premises conveyed to Grantor by Deed from Harvey Wolbransky (a/k/a Dr. Harvey Wolbransky) and Natalyn Wolbransky, his wife, by their Attorney in Fact, Gary Krimstock, dated November 22, 2004, and recorded in the Office of the Camden County Clerk on December 10, 2004 in Deed Book 7670 at Page 864.

This transfer and conveyance is made subject to (1) easement as contained in Deed book 1178 page 161; (2) restrictions as contained in Deed Book 4293 page 899; (3) conditions contained in Deed Book 4293 page 899; (4) light and air easement as

set forth in Deed Book 906, page 287; and (5) such other covenants, restrictions and easements as appear of record.

Signatures. The Grantor signs this Deed as of the date at the top of the first page of this Deed.

ATTEST:

NEW JERSEY SCHOOLS
DEVELOPMENT AUTHORITY

Jane Kelly
as Assistant Corporate Secretary

By: _____
Lizette Delgado-Polanco
Chief Executive Officer

STATE OF NEW JERSEY)
 SS.:
COUNTY OF MERCER)

On this day of _____, 2019, before me the subscriber a notary public or Attorney at Law of the State of New Jersey, personally appeared Lizette Delgado-Polanco, as Chief Executive Officer of the New Jersey Schools Development Authority, the entity named in and subscribing to the foregoing instrument, and he, being by me duly sworn, acknowledged, deposed and said that such instrument was made by the entity and delivered by him as such officer and is the voluntary act and deed of the entity, made by virtue of authorization from the members of the Authority. The actual and true consideration paid for this transfer of title is \$_____.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }

SS.

County Municipal Code

COUNTY **MERCER**

0408

Municipality of Property Location: **Camden**

Contract for Sale

EXHIBIT B

Deed - page 4 of 6

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Deponent, **Lizette Delgado-Polanco**, being duly sworn according to law upon his/her oath deposes

(Name)

and says that he/she is the **Chief Executive Officer** in a deed dated

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. **126**, Lot No. **9, 71 and 70** located at

707, 709 and NS Market Street (respectively), Camden, NJ and annexed thereto.

(Street Address, Town)

(2) **CONSIDERATION:** \$ _____ (Instructions 1 and 5) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class **4A** **4B** **4C** (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:**

(Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. **8(b): issued by an instrumentality of the State of New Jersey**

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) **NOTE:** All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9)

☐ Grantor(s) 62 years of age or over*

☐ Owned and occupied by grantor(s) at time of sale

☐ One- or two-family residential premises

☐ Resident of the State of New Jersey

☐ Owners as joint tenants must all qualify

B. BLIND PERSON (Instruction 9)

☐ Grantor(s) legally blind*

☐ Owned and occupied by grantor(s) at time of sale

☐ One- or two-family residential premises

☐ Resident of the State of New Jersey

☐ Owners as joint tenants must all qualify

* **IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.**

DISABLED PERSON (Instruction 9)

☐ Grantor(s) permanently and totally disabled*

☐ Grantor(s) receiving disability payments*

☐ Grantor(s) not gainfully employed*

☐ Owned and occupied by grantor(s) at time of sale

☐ One- or two-family residential premises

☐ Resident of the State of New Jersey

☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

☐ Affordable according to HUD standards

☐ Meets income requirements of region

☐ Reserved for occupancy

☐ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

☐ Entirely new improvement

☐ Not previously occupied

☐ Not previously used for any purpose

☐ **"New Construction"** printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

☐ No prior mortgage assumed or to which property is subject at time of sale

☐ No contributions to capital by either grantor or grantee legal entity

☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me

this _____ day

of _____, 20____

Signature of Deponent

Lizette Delgado-Polanco, Chief Executive Officer

Deponent Address

NJ Schools Development Authority

Grantor Name

32 East Front Street, P.O.Box 991, Trenton, NJ

Grantor Address at Time of Sale

Notary Public

XXX-XX-X **1 2 9**

Last 3 digits in Grantor's Soc. Sec. No.

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____

County _____

Deed Number _____

Book _____

Page _____

Deed Dated _____

Date Recorded _____

When section 3A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey – Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this

Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.



(Please Print or Type)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

Contract for Sale
EXHIBIT B
Deed
page 5 of 6

SELLER'S INFORMATION

Name(s) _____

Current Street Address _____

City, Town, Post Office Box _____ State _____ Zip Code _____

PROPERTY INFORMATION

Block(s) _____ Lot(s) _____ Qualifier _____

Street Address _____

City, Town, Post Office Box _____ State _____ Zip Code _____

Seller's Percentage of Ownership _____ Total Consideration _____ Owner's Share of Consideration _____ Closing Date _____

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Seller's Residency Certification/Exemption Instructions

Individuals, estates, trusts, or any other entity selling or transferring property in New Jersey must complete this form if they are not subject to the gross income tax estimated payment requirements under N.J.S.A. 54A:8-9. A nonresident seller is required to make an estimated income tax payment if none of the Seller's Assurances apply.

Name(s): Enter the name of the seller. If there is more than one seller, each must complete a separate form unless they are a married/civil union couple that files their income tax returns jointly.

Address: Enter the seller's primary residence or place of business. Do not use the address of the property being sold. The seller is considered to be a nonresident unless a new residence (permanent place of abode, domicile) has been established in New Jersey and the new residence is listed here. Part-year residents are considered nonresidents.

Property Information: Enter the information listed on the deed of the property being sold. Enter the seller's percentage of ownership, the total consideration for the transaction, the seller's share of that consideration, and the closing date.

Consideration: "Consideration" means, in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. If there is more than one owner, indicate the seller's portion of the total consideration received. If the total consideration for the property is \$1,000 or less, the seller must check box 6 under Seller's Assurances.

Seller's Assurances: Check the appropriate box(es). If one or more of the Seller's Assurances applies, the seller is not required to make an estimated income tax payment at this time.

Any seller claiming the principal residence exemption (box 2) must also be claiming an income/gain exclusion for the property being sold on their federal income tax return (26 U.S. Code section 121).

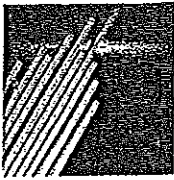
1031 like-kind exchange: A nonresident who completes the GIT/REP-3 and claims exemption for a 1031 transaction (box 7) must show the value of the like-kind property received. If the transaction includes non-like kind property (i.e. money, stocks, etc), the seller must also complete the GIT/REP-1, Nonresident Seller's Tax Declaration, show the greater of the consideration or the fair market value of the non-like kind property received, and remit an estimated tax payment of 2% of that amount. If the transaction is a deferred like-kind exchange and the seller receives non-like kind property, the qualified intermediary (QI) must remit an estimated tax payment of 2% of the greater of the consideration or the fair market value of any non-like kind property when the 1031 transaction is completed. If the deferred exchange is voided, the QI must complete a GIT/REP-1, Nonresident Seller's Tax Declaration, and remit an estimated tax payment of 2% of the total consideration with an NJ-1040-ES Voucher.

Example: Mr. Smith is a nonresident of New Jersey who exchanges rental property A with a fair market value of \$1.2 million for rental property B with a fair market value of \$1.0 million and receives \$200,000 in cash (non-like kind property). An estimated tax payment is required on the \$200,000 non-like kind property for nonresidents.

PROPERTY A	\$1,200,000
PROPERTY B	\$1,000,000
CASH \$	\$ 200,000
Estimated tax payment for GIT/REP-1	\$ 4,000

Signature: The seller must sign and date the Seller's Declaration. If the seller has appointed a representative who is signing the Seller's Declaration on their behalf, either the Power of Attorney executed by the seller must have been previously recorded or recorded with the deed to which this form is attached, or a letter signed by the seller granting authority to the representative to sign this form must be attached.

The seller must give the completed GIT/REP-3 to the settlement agent at closing. The county clerk will attach this form to the deed when recording it. If the form is not completed in its entirety, or if the settlement agent does not submit the original form with the deed, the county clerk will not record the deed.



ARMAND CORPORATION

Deed
EXHIBIT A
page 1 of 3
Lot 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 9
City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/'03 and being more particularly bounded and described as follows:


BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 87.86 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

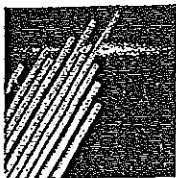
- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 71, North 14°22'15" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northeasterly corner to Block 126, Lot 71, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 26.79 feet to a point in the same and the Westerly line of Block 126, Lot 70, said point being the Southeasterly corner to the aforementioned alley, thence;
- 3) Along the Westerly line of Block 126, Lot 70, South 14°31'30" West, 53.85 feet to a point in the same, thence;
- 4) Along the same, North 75°28'30" West, 2.00 feet to the a point in the same, thence;
- 5) Still along the same, South 14°31'30" West, 76.15 feet to a point in the Original Northerly line of said Market Street, said point being the Southwesterly corner to Block 126, Lot 70, thence;
- 6) Along the same, North 75°28'30" West, 1.63 feet to the a point in the same, thence;
- 7) Still along the same, South 14°31'30" West, 0.17 feet to a point in the Revised Northerly line of said Market Street, thence;
- 8) Along the Revised Northerly line of said Market Street, North 75°28'30" West, 22.81 feet to the aforementioned point of BEGINNING.

Containing within said bounds 3312± square feet or 0.08 acres±.

Being known as Block 126, Lot 9, as shown on the Official Tax Map of the City of Camden, Plate 35.

Also being known as # 709 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Deed
EXHIBIT A
page 2 of 3
Lot 70

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 70
City of Camden

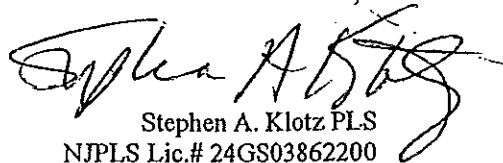
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

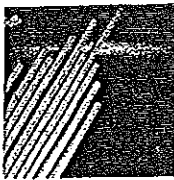
BEGINNING at a point in the Northerly line of Market Street, variable width, aka Camden County Route # 537, said point being located, North 75°28'30" West, 21.53 feet from the Southwesterly end of a 18.00 foot radius connecting the said line of Market Street with the Westerly line of Haddon Avenue, 98.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 9, North 14°31'30" East, 76.15 feet to a point, thence;
- 2) Along the same, South 75°28'30" East, 2.00 feet to a point in the same, thence;
- 3) Still along the same and the Easterly terminus of a certain 5.00 foot wide alley opening onto North Seventh Street, North 14°31'30" East, 58.85 feet to a point in the Southerly line of Block 126, Lot 67, said point being the Northeasterly corner to the aforementioned alley, thence;
- 4) Along the Southerly line of Block 126, Lots 67 and 72, South 75°28'30" East, 16.04 feet to a point of cusp in the curved Westerly line of Haddon Avenue, thence;
- 5) Along the said line of Haddon Avenue, curving to the left with a radius of 1190.00 feet, an arc distance of 115.98 feet to a point of reverse curvature, said point being the Northeasterly end of a 18.00 foot radius connecting the said line of Haddon Avenue with the Northerly line of the aforementioned Market Street, thence;
- 6) Along said connecting curve, curving to the right with a radius of 18.00 feet, an arc distance of 25.02 feet to a point in the aforementioned line of Market Street, thence;
- 7) Along said line of Market Street, North 75°28'30" West, 21.53 feet to the aforementioned point of BEGINNING.

Containing within said bounds 3316± square feet or 0.08 acres±.

Being known as Block 126, Lot 70, as shown on the Official Tax Map of the City of Camden, Plate 35.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Deed
EXHIBIT A
page 3 of 3
Lot 71

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

Description of Lands
Block 126, Lot 71
City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:


BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 66.50 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 8, North 14°31'30" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northwesternly corner to Block 126, Lot 8, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 21.01 feet to a point in the same and the Westerly line of Block 126, Lot 9, said point being the Northwesternly corner to Block 126, Lot 9, thence;
- 3) Along the Westerly line of Block 126, Lot 9, South 14°22'15" West, 130.17 feet to a point in the aforementioned Northerly line of Market Street, said point being the Southwesterly corner to Block 126, Lot 9, thence;
- 4) Along aforementioned Northerly line of Market Street, North 75°28'30" West, 21.36 feet to the aforementioned point of BEGINNING.

Containing within said bounds 2758± square feet or 0.06 acres±.

Being known as Block 126, Lot 71, as shown on the Official Tax Map of the City of Camden, Plate 35.

Also being known as # 707 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**

Contract for Sale
Exhibit C
Title Policy - page 1 of 9



*Lawyers Title Insurance Corporation is a member of the
LandAmerica family of title insurance underwriters.*

POLICY NUMBER

A 75-2038683

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

Attest:

Secretary



LAWYERS TITLE INSURANCE CORPORATION

By:

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

LAWYERS TITLE INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Contract for Sale
Exhibit C
Title Policy
page 2 of 9

OWNERS TITLE INSURANCE POLICY

FILE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
L03-40334(L)	12/10/2004	\$800,000.00	A75-2038683

SCHEDULE A

1. Name of Insured:

New Jersey Schools Construction Corporation, a Subsidiary of the New Jersey Economic Development Authority

2. Your interest in the land covered by this Policy is:

Fee Simple

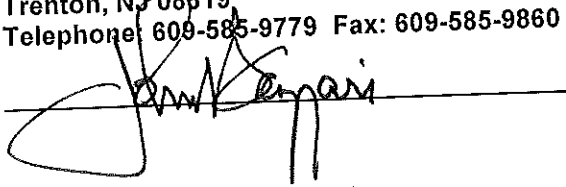
3. The estate or interest referred to herein is, at the date of Policy, vested in:

New Jersey Schools Construction Corporation, a Subsidiary of the New Jersey Economic Development Authority by deed from Harvey Wolbransky (a/k/a Dr. Harvey Wolbransky) and Natalyn Wolbransky, his wife by their Attorney in Fact, Gary Krimstock, dated November 22, 2004, recorded December 10, 2004, in the Camden County Clerk's/Register's Office, in Official Record Book 7670, Page 864.

4. The Land referred to in this Policy is in the City of Camden, County of Camden, State of New Jersey and is described as follows:

SEE DESCRIPTION SHEET ATTACHED.

Issued by:
Valley National Title Services
1544 Kuser Road Suite C-5
Trenton, NJ 08619
Telephone: 609-585-9779 Fax: 609-585-9860



LAWYERS TITLE INSURANCE CORPORATION

RICHMOND, VIRGINIA

Contract for Sale
Exhibit C
Title Policy
page 3 of 9

SCHEDULE A --DESCRIPTION

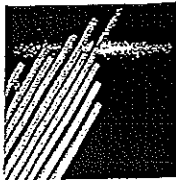
File Number: L03-40334(L)

Policy Number A75-2038683

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Camden, County of Camden, State of New Jersey.

Being more specifically described in descriptions made by Stephen A. Klotz, P.L.S. of Armand Corporation, dated August 1, 2003, last revised April 27, 2004, being attached hereto and made part hereof.

NOTE: Being Lot(s) 9, 70 and 71 Block 126, Tax Map of the City of Camden, County of Camden.



ARMAND CORPORATION

Contract for Sale
Exhibit C
Title Policy
page 4 of 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM


Description of Lands Block 126, Lot 9 City of Camden

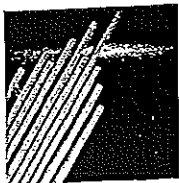
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 87.86 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 71, North 14°22'15" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northeasterly corner to Block 126, Lot 71, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 26.79 feet to a point in the same and the Westerly line of Block 126, Lot 70, said point being the Southeasterly corner to the aforementioned alley, thence;
- 3) Along the Westerly line of Block 126, Lot 70, South 14°31'30" West, 53.85 feet to a point in the same, thence;
- 4) Along the same, North 75°28'30" West, 2.00 feet to the a point in the same, thence;
- 5) Still along the same, South 14°31'30" West, 76.15 feet to a point in the Original Northerly line of said Market Street, said point being the Southwesterly corner to Block 126, Lot 70, thence;
- 6) Along the same, North 75°28'30" West, 1.63 feet to the a point in the same, thence;
- 7) Still along the same, South 14°31'30" West, 0.17 feet to a point in the Revised Northerly line of said Market Street, thence;
- 8) Along the Revised Northerly line of said Market Street, North 75°28'30" West, 22.81 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 9, as shown on the Official Tax Map of the City of Camden, Plate 35.
Also being known as # 709 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Contract for Sale
Exhibit C
Title Policy
page 5 of 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

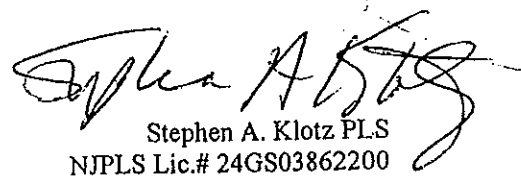
Description of Lands
Block 126, Lot 70
City of Camden

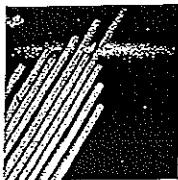
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Northerly line of Market Street, variable width, aka Camden County Route # 537, said point being located, North $75^{\circ}28'30''$ West, 21.53 feet from the Southwesterly end of a 18.00 foot radius connecting the said line of Market Street with the Westerly line of Haddon Avenue, 98.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 9, North $14^{\circ}31'30''$ East, 76.15 feet to a point, thence;
- 2) Along the same, South $75^{\circ}28'30''$ East, 2.00 feet to a point in the same, thence;
- 3) Still along the same and the Easterly terminus of a certain 5.00 foot wide alley opening onto North Seventh Street, North $14^{\circ}31'30''$ East, 58.85 feet to a point in the Southerly line of Block 126, Lot 67, said point being the Northeasterly corner to the aforementioned alley, thence;
- 4) Along the Southerly line of Block 126, Lots 67 and 72, South $75^{\circ}28'30''$ East, 16.04 feet to a point of cusp in the curved Westerly line of Haddon Avenue, thence;
- 5) Along the said line of Haddon Avenue, curving to the left with a radius of 1190.00 feet, an arc distance of 115.98 feet to a point of reverse curvature, said point being the Northeasterly end of a 18.00 foot radius connecting the said line of Haddon Avenue with the Northerly line of the aforementioned Market Street, thence;
- 6) Along said connecting curve, curving to the right with a radius of 18.00 feet, an arc distance of 25.02 feet to a point in the aforementioned line of Market Street, thence;
- 7) Along said line of Market Street, North $75^{\circ}28'30''$ West, 21.53 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 70, as shown on the Official Tax Map of the City of Camden, Plate 35.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Contract for Sale
Exhibit C
Title Policy
page 6 of 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

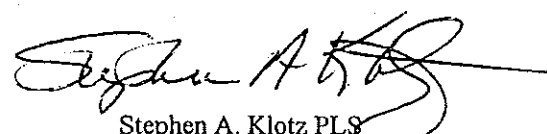
Description of Lands Block 126, Lot 71 City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 66.50 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 8, North 14°31'30" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northwestern corner to Block 126, Lot 8, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 21.01 feet to a point in the same and the Westerly line of Block 126, Lot 9, said point being the Northwestern corner to Block 126, Lot 9, thence;
- 3) Along the Westerly line of Block 126, Lot 9, South 14°22'15" West, 130.17 feet to a point in the aforementioned Northerly line of Market Street, said point being the Southwesterly corner to Block 126, Lot 9, thence;
- 4) Along aforementioned Northerly line of Market Street, North 75°28'30" West, 21.36 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 71, as shown on the Official Tax Map of the City of Camden, Plate 35.
Also being known as # 707 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200

LAWYERS TITLE INSURANCE CORPORATION
RICHMOND, VIRGINIA

SCHEDULE B

Contract for Sale
Exhibit C
Title Policy
page 7 of 9

File Number: L03-40334(L)

Policy Number A75-2038683

EXCEPTIONS

In addition to the exclusions, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Easements, encroachments, overlaps, boundary line disputes or other matters affecting title which a survey would disclose, and which are not shown by the public record.
2. Subsurface conditions and/or encroachments not disclosed by an instrument of record.
3. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1, et seq.
4. Taxes for the current calendar year are paid through the fourth quarter of 2004.
5. Lien of unpaid water and/or sewer charges, if any.
6. Rights of owners adjoining thereon in party wall.

AS TO LOT 9 BLOCK 126

7. Servitude to the public in and to so much of the subject lands that lie within the documented right of way of the public road known as Market Street.

AS TO LOT 70 BLOCK 126

8. Servitude to the public in and to so much of the subject lands that lie within the documented right of way of the public road known as Market Street.
9. Light and Air Agreement in Deed Book 906 page 287.

AS TO LOT 71 BLOCK 126

10. Servitude to the public in and to so much of the subject lands that lie within the documented right of way of the public road known as Market Street, Haddon Avenue.
11. Easement as contained in Deed Book 1178 page 161.
12. Restrictions as contained in Deed Book 4293 page 899.
13. Conditions in Deed Book 4293 page 899.
14. Calculated acreage is neither insured nor guaranteed hereunder.

END OF EXCEPTIONS

LAWYERS TITLE INSURANCE CORPORATION

SURVEY ENDORSEMENT

Contract for Sale
Exhibit C
Title Policy
page 8 of 9

File No. L03-40334(L)

Attached to and made a part of Policy Number A75-2038683

Exception No. 1 in Schedule B of this policy is hereby deleted and the following is substituted therefore:

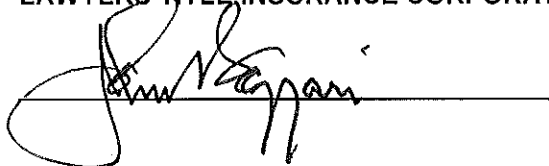
1. Based upon a survey made by Stephen A. Klotz, P.L.S. of Armand Corporation, dated August 1, 2003, last revised April 27, 2004, the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:
 - a. None **(AS TO LOT 9 BLOCK 126)**
 - b. Possible mislocation of fence along northerly line of lands herein described.
(AS TO LOT 71 BLOCK 126)
 - c. Area of questionable title as shown on the survey.
(AS TO LOT 70 BLOCK 126)

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED: December 10, 2004

LAWYERS TITLE INSURANCE CORPORATION



Survey Endorsement - Owners

CONDITIONS AND STIPULATIONS
(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

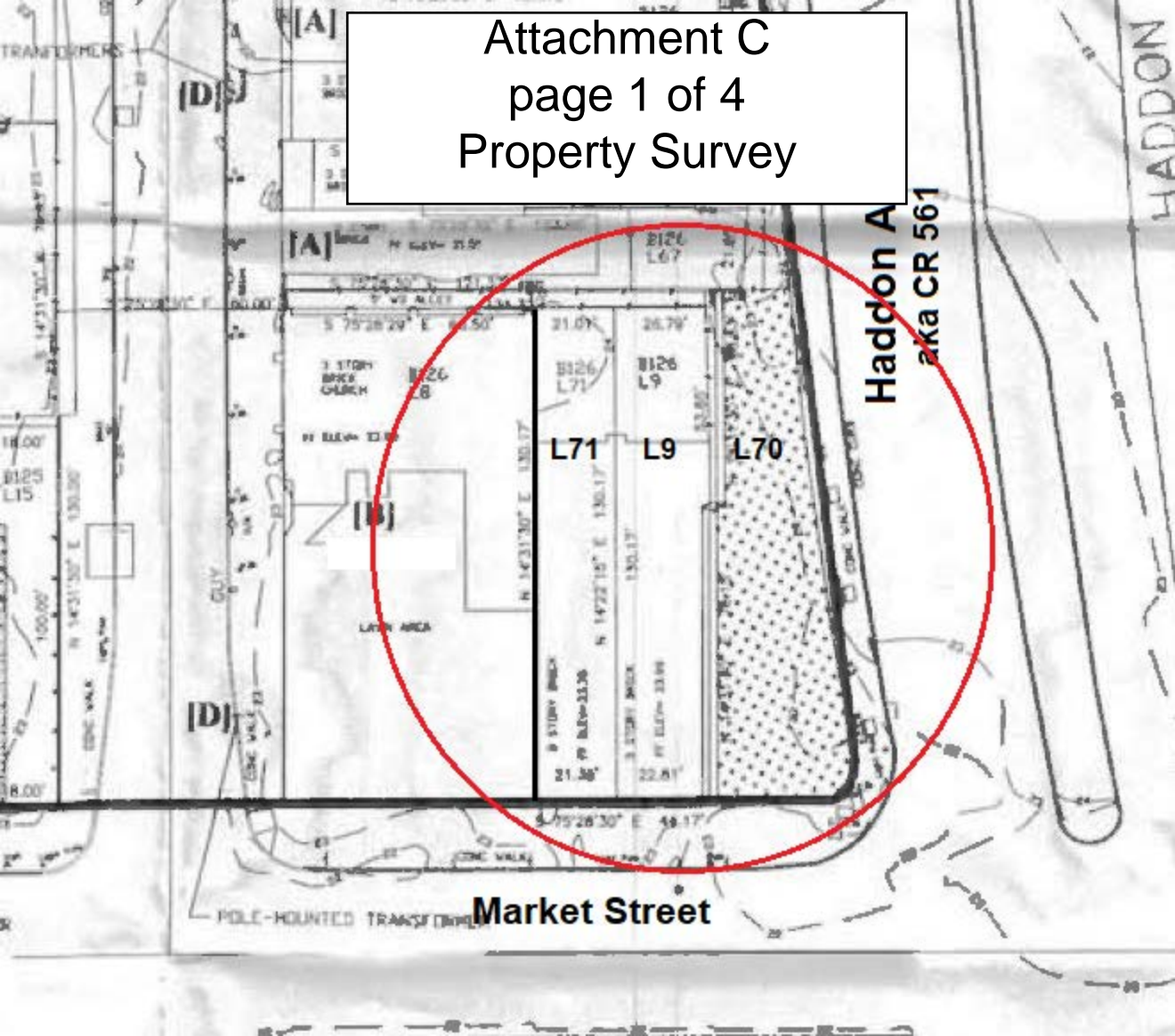
16. SEVERABILITY.

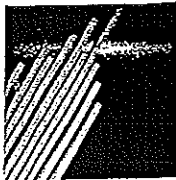
In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Attachment C
page 1 of 4
Property Survey





ARMAND CORPORATION

Attachment C
page 2 of 4
Metes & Bounds Description
Lot 9

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM


Description of Lands
Block 126, Lot 9
City of Camden

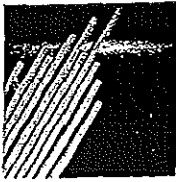
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 87.86 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 71, North 14°22'15" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northeasterly corner to Block 126, Lot 71, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 26.79 feet to a point in the same and the Westerly line of Block 126, Lot 70, said point being the Southeasterly corner to the aforementioned alley, thence;
- 3) Along the Westerly line of Block 126, Lot 70, South 14°31'30" West, 53.85 feet to a point in the same, thence;
- 4) Along the same, North 75°28'30" West, 2.00 feet to the a point in the same, thence;
- 5) Still along the same, South 14°31'30" West, 76.15 feet to a point in the Original Northerly line of said Market Street, said point being the Southwesterly corner to Block 126, Lot 70, thence;
- 6) Along the same, North 75°28'30" West, 1.63 feet to the a point in the same, thence;
- 7) Still along the same, South 14°31'30" West, 0.17 feet to a point in the Revised Northerly line of said Market Street, thence;
- 8) Along the Revised Northerly line of said Market Street, North 75°28'30" West, 22.81 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 9, as shown on the Official Tax Map of the City of Camden, Plate 35.
Also being known as # 709 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Attachment C
page 3 of 4
Metes & Bounds Description
Lot 70

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

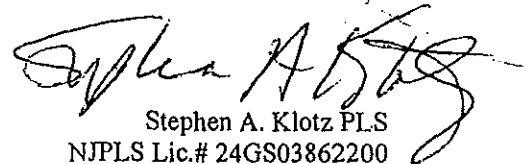
Description of Lands
Block 126, Lot 70
City of Camden

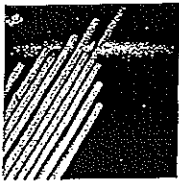
ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/'03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Northerly line of Market Street, variable width, aka Camden County Route # 537, said point being located, North 75°28'30" West, 21.53 feet from the Southwesterly end of a 18.00 foot radius connecting the said line of Market Street with the Westerly line of Haddon Avenue, 98.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 9, North 14°31'30" East, 76.15 feet to a point, thence;
- 2) Along the same, South 75°28'30" East, 2.00 feet to a point in the same, thence;
- 3) Still along the same and the Easterly terminus of a certain 5.00 foot wide alley opening onto North Seventh Street, North 14°31'30" East, 58.85 feet to a point in the Southerly line of Block 126, Lot 67, said point being the Northeasterly corner to the aforementioned alley, thence;
- 4) Along the Southerly line of Block 126, Lots 67 and 72, South 75°28'30" East, 16.04 feet to a point of cusp in the curved Westerly line of Haddon Avenue, thence;
- 5) Along the said line of Haddon Avenue, curving to the left with a radius of 1190.00 feet, an arc distance of 115.98 feet to a point of reverse curvature, said point being the Northeasterly end of a 18.00 foot radius connecting the said line of Haddon Avenue with the Northerly line of the aforementioned Market Street, thence;
- 6) Along said connecting curve, curving to the right with a radius of 18.00 feet, an arc distance of 25.02 feet to a point in the aforementioned line of Market Street, thence;
- 7) Along said line of Market Street, North 75°28'30" West, 21.53 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 70, as shown on the Official Tax Map of the City of Camden, Plate 35.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200



ARMAND CORPORATION

Attachment C
page 4 of 4
Metes & Bounds Description
Lot 71

CORPORATE HEADQUARTERS
1815 GARDEN AVENUE
CHERRY HILL, NJ 08003
PHONE 856.489.8200
FAX 856.489.8212

WWW.ARMANDCORP.COM

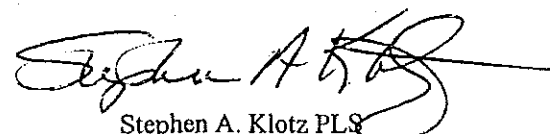
Description of Lands
Block 126, Lot 71
City of Camden

ALL THAT CERTAIN tract or parcel of land situate in the City of Camden, County of Camden and State of New Jersey as shown on a plan entitled "ALTA/ASCM Land Title Survey, Block 125-Lots 8,9,12,15,16,17,18,19,21,57&59; Block 126-Lots 1,4,5,8,9,11,64,65,66,67,70,71&72, City of Camden, County of Camden, State of New Jersey" by Armand Corp., dated 8/01/03 and being more particularly bounded and described as follows:

BEGINNING at a point in the Revised Northerly line of Market Street, variable width, aka Camden County Route # 537, as relocated and established by Ordinance dated January 25, 1940, said point being located, South 75°28'30" East, 66.50 feet from the point formed by the intersection of the said line of Market Street with the Easterly line of North Seventh Street, 60.00 feet wide, and running thence;

- 1) Leaving the said line of Market Street and along the Easterly line of Block 126, Lot 8, North 14°31'30" East, 130.17 feet to a point in the Southerly line of a certain 5 foot wide alley opening onto North Seventh Street, said point being the Northwesterly corner to Block 126, Lot 8, thence;
- 2) Along the Southerly line of said 5 foot wide alley, South 75°28'30" East, 21.01 feet to a point in the same and the Westerly line of Block 126, Lot 9, said point being the Northwesterly corner to Block 126, Lot 9, thence;
- 3) Along the Westerly line of Block 126, Lot 9, South 14°22'15" West, 130.17 feet to a point in the aforementioned Northerly line of Market Street, said point being the Southwesterly corner to Block 126, Lot 9, thence;
- 4) Along aforementioned Northerly line of Market Street, North 75°28'30" West, 21.36 feet to the aforementioned point of BEGINNING.

Being known as Block 126, Lot 71, as shown on the Official Tax Map of the City of Camden, Plate 35.
Also being known as # 707 Market Street.


Stephen A. Klotz PLS
NJPLS Lic.# 24GS03862200

Attachment D

Page 1 of 10

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE: April 6, 2004

TO: New Jersey Schools Construction Corporation
P.O. Box 991
Trenton, NJ 08625-0991

Attention: Mr. Robert Zeiders

FROM: Powell-Harpstead, Inc.
800 East Washington Street
West Chester, Pennsylvania 19380

RE: Municipality Camden County Camden
Block 126 Lot(s) 9, 70, & 71
Owner(s): Dr. Harvey Wolbransky

Environmental Status: Possibly contaminated, due to past or
present use of property, or presence
of UST's (possible future cost recovery).

Offer Letter: C

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by Powell-Harpstead, Inc. on October 30, 2003. After reviewing the New Jersey Department of Environmental Protection ("NJDEP") enforcement files, the National Priority List, the SRP Report, the Known and Suspected List and the Environmental Information Inventory issued by NJDEP, it has been determined by Powell-Harpstead, Inc. that there are no past or present enforcement claims/cases initiated against either the current or former owner(s) of the property.

During the field inspection no signs or potential sources of contamination were revealed. However, due to the present use of the subject property, its environmental history and/or the presence of underground storage tanks ("UST's") and/or piping, there may be some type of contamination located within the property that may be encountered during construction and require additional future investigation or remediation. As a result of these concerns, Powell-Harpstead, Inc. advanced one soil boring on Block 126, Lot 71 proximal to the 1,000-gallon heating oil UST on March 13, 2004. This survey did not reveal any reason to suspect the existence of contamination within the property.

Based upon the above summarized environmental investigation results, it is the opinion of Powell-Harpstead, Inc. that there are environmental contamination concerns associated with this property. The determination of the environmental status of the property by Powell-Harpstead, Inc. or the Corporation's acquisition of the property, however, does not affect NJDEP's jurisdiction over the property nor does it bind NJDEP in any way. As a result, while Powell-Harpstead, Inc. does not anticipate that the acquisition of this property will require any

Attachment D

Page 2 of 10

ENVIRONMENTAL SUMMARY MEMORANDUM

remediation and/or cleanup of hazardous substances or waste or removal of solid waste, future investigation or remediation may become necessary if contamination is subsequently discovered on the property during construction. A cost recovery action may be warranted should contamination be discovered in such a case.

Reviewed/approved by NJSCC Project Officer:

Robert Zander



Powell-Harpstead, Inc.

Professional Engineering Services

Attachment D Page 3 of 10

May 20, 2004

Mr. Robert Zeiders
New Jersey Schools Construction Corporation
One West State Street – 3rd Floor
Trenton, NJ 08625-0991

**Re: Property Acquisition Environmental Cost Estimate Report
New Camden Creative and Performing Arts High School
Camden, New Jersey**

Parcel: Northwest Corner of Market Street & Haddon Avenue
Block: 126 **Lot:** 71

Location:
Northwest Corner of Market Street
& Haddon Avenue (707 Market Street)
Camden, New Jersey

Property Owner:
Harvey Wolbransky, MD
707 Market Street
Camden, NJ 08102

1.0 Introduction

The New Jersey Schools Construction Corporation (NJSCC) is undertaking the construction of a new creative and performing arts high school located within the Camden School District to replace the existing Creative and Performing Arts High School. The new construction project is located on select properties bound by Market Street, Broadway, Cooper Street, and Haddon Avenue in Camden, New Jersey. The Site consists of an approximately 3.4 acre area covering approximately two city blocks. The Site is comprised of four vacant and/or asphalt parking lots, 19 commercial/residential properties, and one church.

The new school facilities project is proposed to be a new 79,198 square foot Creative and Performing Arts High School Replacement School for 404 students with staff, including parking. The project involves acquisition of on-site properties, demolition of existing buildings, and construction of the new facility. To accomplish construction of the new facility, it is necessary to acquire properties for the new construction. The property identified above will be acquired for the construction project.

The Property Acquisition Environmental Cost Estimate (PAECE) report summarizes the results of due diligence assessment for the potential liabilities associated with the presence or use of hazardous materials, wastes, and fills. This report includes cost estimates of least cost remedial actions dictated by compliance with current regulatory rules and regulations.

2.0 Environmental Setting

Block 126, Lot 71 is currently occupied by a brick and concrete block two-story office building with a basement. The interior walls are constructed of plaster, sheetrock, and paneling. The building is heated by fuel oil. This property was noted as a vacant lot between 1891 and 1926. An office was constructed on the property sometime prior to 1951 and remained noted as an office on the 1977 and 1982 Sanborn Maps.

■ 2615 River Road, Unit 2, Cinnaminson, NJ 08077-1628 t: 856.786.7171 f: 856.786.7174
■ 800 E. Washington Street, West Chester, PA 19380-4542 t: 610.430.7866 f: 610.430.7872

■ 129 E. Main Street, New Holland, PA 17557-1227 t: 717.354.2446 f: 717.351.0729
■ 1504 South Street, Philadelphia, PA 19146-1636 t: 215.545.1602 f: 215.545.1603

3.0 Summary of Investigations

On July 30, 2003, Powell~Harpstead, Inc. conducted a Preliminary Assessment of the properties within the proposed New Camden Creative and Performing Arts High School Site. The Preliminary Assessment, which is the basis of this report concluded:

- One approximately 1,000-gallon heating oil underground storage tank was located in the rear yard of Block 126, Lot 71 (707 Market Street);
- No recorded or observed indications of uncontrolled waste fills;
- No recorded environmental permits or reports of environmental incidents; or
- No identifiable environmental concerns warranting further environmental investigations.

On March 13, 2004, Powell~Harpstead, Inc. conducted a Site Investigation of the properties within the proposed New Camden Creative and Performing Arts High School Site. One soil boring (SB-12) was advanced on Block 126, Lot 71 (707 Market Street) by Geoprobe Direct-Push Technology. No evidence of soil contamination was encountered in the soil boring therefore a soil sample was not collected.

Additionally, a temporary well point was set in soil borings SB-12. A grab groundwater sample was collected from SB-12 to evaluate the impact of the confirmed UST, located on Lot 71 (707 Market Street), on underlying groundwater. This sample was analyzed for NJDEP's heating oil parameters including volatile organic compounds plus a forward library search and base neutral compounds plus a forward library search.

The laboratory analytical data for the groundwater sample was compared to NJDEP's Class IIA Groundwater Quality Criteria. The analytical results indicated that none of the analyzed parameters were detected above NJDEP's Class IIA Groundwater Quality Criteria. The sample location is presented on the attached Individual Property Plan.

4.0 Property Acquisition Environmental Cost Estimate

It is estimated that the cost for UST closure of the on-site 1,000-gallon heating oil tank is \$7,000. The cost estimate includes tank removal, cleaning and disposal; oversight of the tank closure by a consultant; and preparation of a Closure report. The cost estimate assumes two days in the field; no product discharge is encountered; and soil or groundwater sampling will not be required. A breakdown of costs for remediation completed by the property owner and by NJSCC follows:

Environmental Remediation Cost Estimate
Completed By Property Owner
(Based on Current Property Use)

Item	Unit	Quantity	Total (Estimate)
Professional Engineering Man hours	\$1,000/8 hr day	2	\$2,000
UST Removal	\$4,000	1	\$4,000
Soil/Product Disposal	\$700	1	\$700
Total			\$6,700

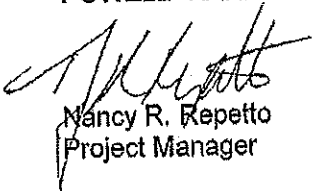
Environmental Remediation Cost Estimate
Completed By NJSCC

Item	Unit	Quantity	Total (Estimate)
Professional Engineering Man hours	\$1,000/8 hr day	2	\$2,000
UST Removal	\$4,000	1	\$4,000
Soil/Product Disposal	\$700	1	\$700
Report	\$1,000	1	\$1,000
Total			\$7,700

5.0 Conclusions

Based upon the Preliminary Assessment results, it is the opinion of Powell~Harpstead, Inc. that one area of environmental concern (AOC) is associated with this property. As a result, Powell~Harpstead, Inc. anticipates that upon acquisition of the property the identified 1,000-gallon heating oil UST will need to be removed in accordance with NJDEP requirements.

Respectfully submitted,
POWELL~HARPSTEAD, INC.



Nancy R. Repetto
Project Manager

References

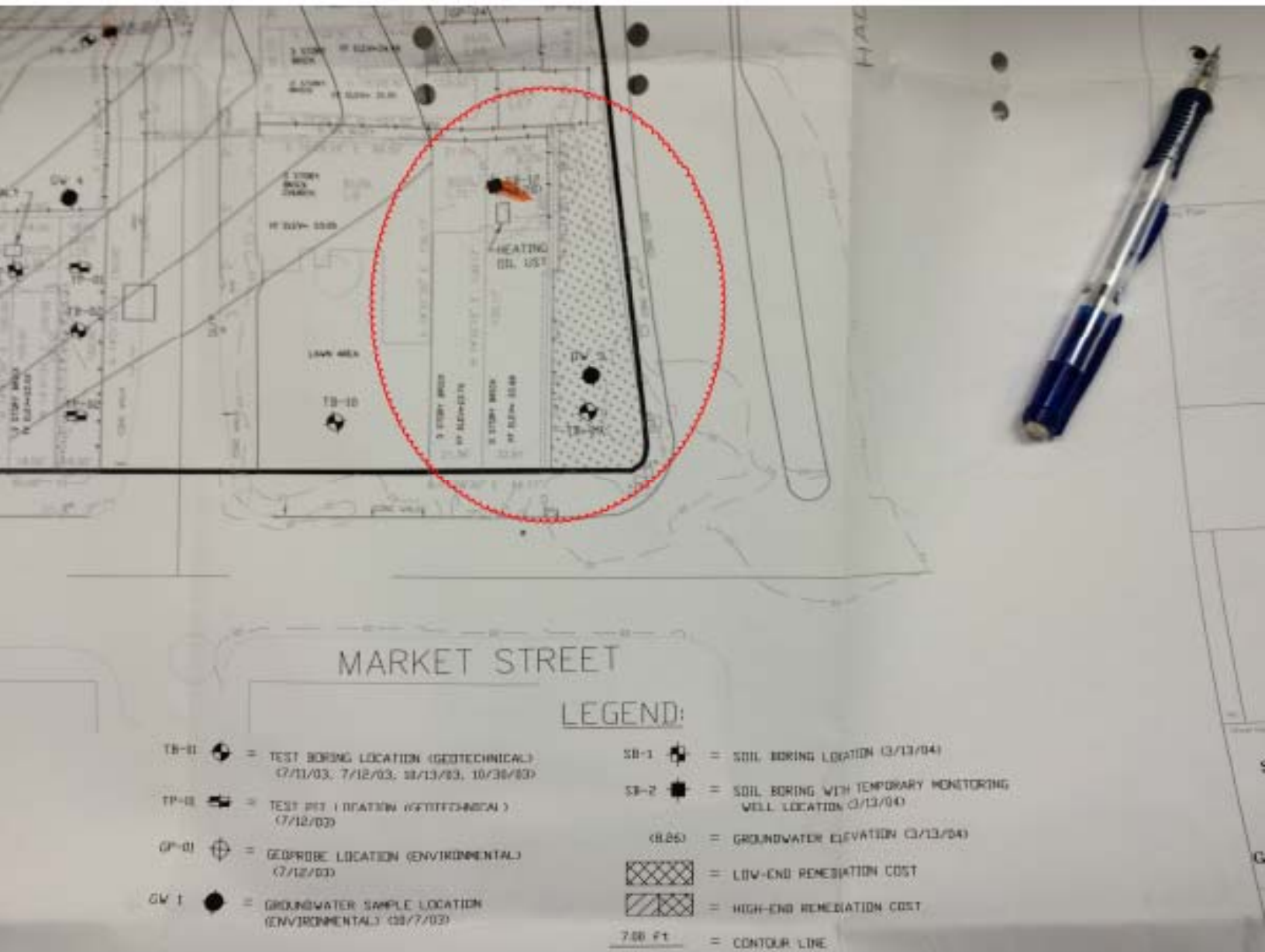
Department of Conservation and Development, State of New Jersey, 1940. Bulletin 50, The Geology of New Jersey, Jersey Printing Company, Bayonne, NJ.

State of New Jersey, Department of Conservation and Development (NJDCED), 1969. Bulletin No. 50, The Geology of New Jersey. Jersey Printing Company, Bayonne, New Jersey.

State of New Jersey, Department of Conservation and Development (NJDCED). Geologic Overlay Sheet 31, 1958.

USGS, 1994. Camden, New Jersey-Pennsylvania 7.5-minute topographic quadrangle.

UST Location
SB-12





**New Jersey Schools Construction Corporation
BUILDING GREAT SCHOOLS FOR THE CHILDREN OF NEW JERSEY**

CAMDEN
PERFORMING ARTS
HIGH SCHOOL

10000 ST. HADSON AVE. GARDEN, NJ 08840

SOMI

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SKIDMORE, OWINGS & MERRILL PA
ARCHITECTS
14 Wall Street, New York NY 10005
212-298-8300

Geotechnical:



OWELL~HARPSTEAD, INC.
Industrial Engineering and Environmental Services
 800 East Washington Street
 West Chester, Pennsylvania 19380
 PH: 610-430-7866 FX: 610-430-7872

4 miles from

INDIVIDUAL PROPERTY PLAN

BLOCK 126 LOT 71

707 MARKET STREET
CITY OF CAMDEN, NJ

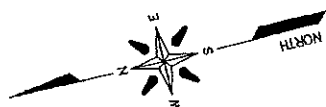
DR.'S OFFICE

100

30/12/2016 13:36

PLAT

7-098-01-23
D4, DC, AD.



WEGEN

SB-2 = SOIL BORING WITH TEMPORARY MONITORING WELL LOCATION (3/13/04)



MARKET STREET

[illegible]

GENERAL NOTES:

1. VERTICAL DATUM IS NGVD59 AS PROVIDED BY THE CITY OF CAMDEN ENGINEERING OFFICE.
2. UTILITY LOCATIONS FROM: FIELD LOCATION OF N.J. ONE CALL SYSTEM
CITY OF CAMDEN, NJ
0136202732 43 744 ST 131618157 MARKET ST., 013615440 CUMMER ST,
013615416 N. BRADUAVALD, 013755091 GADDIN AVEN., AND PLANS
SUPPLIED BY THE CITY OF CAMDEN ENGINEERING OFFICE.

SAMPLE ID	SB-8	SB-12	FB	NJDEP's GROUNDWATER QUALITY CRITERIA
LABORATORY ID	127981B	127990B	127991B	
SAMPLE DATE	3/13/2004	3/13/2004	3/13/2004	
Parameters	Concentrations in µg/l			
1,2,4-Trichlorobenzene	ND (<10)	ND (<10)	ND (<10)	9
1,2-Dichlorobenzene	ND (<10)	ND (<10)	ND (<10)	600
1,3-Dichlorobenzene	ND (<10)	ND (<10)	ND (<10)	600
1,4-Dichlorobenzene	ND (<10)	ND (<10)	ND (<10)	75
1,4-Dioxinoline	ND (<10)	ND (<10)	ND (<10)	10
1,5-Dioxinoline	ND (<10)	ND (<10)	ND (<10)	10
2-Chloronaphthalene	ND (<10)	ND (<10)	ND (<10)	NC
2-Methylnaphthalene	ND (<10)	ND (<10)	ND (<10)	NC
2-Nitroaniline	ND (<24)	ND (<24)	ND (<24)	NC
3,4-Dichlorodibenzofuran	ND (<19)	ND (<19)	ND (<19)	60
3-Nitroaniline	ND (<24)	ND (<24)	ND (<24)	NC
4-Bromophenyl phenyl ether	ND (<10)	ND (<10)	ND (<10)	NC
4-Chlorophenole	ND (<10)	ND (<10)	ND (<10)	NC
4-Chlorophenyl phenyl ether	ND (<10)	ND (<10)	ND (<10)	NC
4-Nitroaniline	ND (<24)	ND (<24)	ND (<24)	NC
Arenanthracene	ND (<10)	ND (<10)	ND (<10)	400
Anthracene	ND (<10)	ND (<10)	ND (<10)	NC
Aniline	ND (<10)	ND (<10)	ND (<10)	2,000
Benz(a)anthracene	ND (<10)	ND (<10)	ND (<10)	NC
Benz(a)pyrene	ND (<10)	ND (<10)	ND (<10)	NC
Benz(b)fluoranthene	ND (<10)	ND (<10)	ND (<10)	NC
Benz(g,h,i)perylene	ND (<10)	ND (<10)	ND (<10)	NC
Benz(k)fluoranthene	ND (<10)	ND (<10)	ND (<10)	NC
Bis(1-chloroethyl) methane	ND (<10)	ND (<10)	ND (<10)	NC
Bis(2-chloroethyl) ether	ND (<10)	ND (<10)	ND (<10)	10
Bis(2-chloropropyl) ether	ND (<10)	ND (<10)	ND (<10)	300
Bis(2-ethylhexyl) phthalate	ND (<10)	ND (<10)	ND (<10)	10
Diethyl benzyl phthalate	ND (<10)	ND (<10)	ND (<10)	100
Cresol-x	ND (<10)	ND (<10)	ND (<10)	NC
Dib-n-butyl phthalate	ND (<10)	ND (<10)	ND (<10)	900
Dib-n-octyl phthalate	ND (<10)	ND (<10)	ND (<10)	100
Dibenz(a,b)paraffluorene	ND (<10)	ND (<10)	ND (<10)	NC
Dibenzofuran	ND (<10)	ND (<10)	ND (<10)	NC
Dibutyl phthalate	ND (<10)	ND (<10)	ND (<10)	5,000
Dimethyl phthalate	ND (<10)	ND (<10)	ND (<10)	NC
Fluorenone	ND (<10)	ND (<10)	ND (<10)	300
Phenol-x	ND (<10)	ND (<10)	ND (<10)	300

ND - Not Determined

mg/L = Micrograms per liter

NJDEP = New Jersey Department of Environmental Protection.

Source: NDEP Groundwater Quality Standards Criteria.

September 25, 1998; Revised January 2000

UST SB-12

TABLE 4				
NEW CAMDEN CREATIVE ARTS AND PERFORMING HIGH SCHOOL				
CAMDEN, NEW JERSEY				
SUMMARY OF ANALYTICAL RESULTS FOR BASE NEUTRALS (BNs) IN GROUNDWATER SAMPLES				
SAMPLE ID	SB-8	SB-12	FB	NJDEP's GROUNDWATER QUALITY CRITERIA
LABORATORY ID	327988B	327990B	327991B	
SAMPLE DATE	3/13/2004	3/13/2004	3/13/2004	
Parameters:	Concentrations in µg/l			
Hexachlorobenzene	ND (<10)	ND (<10)	ND (<10)	10
Hexachlorobutadiene	ND (<10)	ND (<10)	ND (<10)	1
Hexachlorocyclopentadiene	ND (<10)	ND (<10)	ND (<10)	50
Hexachloroethane	ND (<10)	ND (<10)	ND (<10)	10
Indeno(1,2,3-cd)pyrene	ND (<10)	ND (<10)	ND (<10)	NC
Isophorone	ND (<10)	ND (<10)	ND (<10)	100
N-Nitrosodi-n-propylamine	ND (<10)	ND (<10)	ND (<10)	20
N-Nitrosodiphenylamine	ND (<10)	ND (<10)	ND (<10)	20
Naphthalene	ND (<10)	ND (<10)	ND (<10)	100
Nitrobenzene	ND (<10)	ND (<10)	ND (<10)	10
Phenanthrene	ND (<10)	ND (<10)	ND (<10)	NC
Pyrene	ND (<10)	ND (<10)	ND (<10)	200

NOTES:

ND = Not Detected

µg/L = Micrograms per liter

NJDEP = New Jersey Department of Environmental Protection

Source: NJDEP Groundwater Quality Standards Criteria,

September 25, 1998; Revised January 2000

INFORMATION AND INSTRUCTIONS**For Completing the "Two-Year Vendor Certification and Disclosure of
Political Contributions" Form****Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number – Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor's primary email address.

Vendor FEIN – Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. This box must be checked if there are no contributions to report.

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. (Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. (Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 28 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. ¹
- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- “Contribution” is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- “In-kind Contribution” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- “Continuing Political Committee” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.
- “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.
- “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.
- “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- “Political Party Committee” means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey
Department of the Treasury
Division of Purchase and Property
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

Attachment E
 page 5 of 7

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
 recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
 (Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

Check off the business type and list below the required information for the type of business selected.

MUST BE COMPLETED IN FULL

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
 or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

Add a Contribution

☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
- (ii) Any State, County or Municipal political party committee; OR
- (iii) Any Legislative Leadership committee.

b) During the term of office of the current Governor or Lieutenant Governor to:

- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
- (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:

- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
- (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

Attachment
E
page 7 of 7



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Attachment F
page 1 of 2

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	
_____	_____	_____	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	
_____	_____	_____	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	
_____	_____	_____	

Attach Additional Sheets if Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

Attachment F
page 2 of 2

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

Attachment G

Page 1 of 1

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

NJSDA Contract No: _____ Project Description: _____

Bidder Name and Address: _____

PART 1

BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25 (codified at N.J.S.A. 52:32-55, et seq.) (the “Act”), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority (“NJSDA”) must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the list created and maintained by the New Jersey Department of the Treasury (“Treasury”) (referred to hereinafter as the “Chapter 25 List”) as a person or entity engaging in investment activities in Iran. The Chapter 25 List is located at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review the Chapter 25 List prior to completing the below certification. **Failure to complete the certification and/or to submit a completed Disclosure form will render the Bidder’s proposal non-responsive.** If the NJSDA finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

<input type="checkbox"/>	I certify, pursuant to the Act, that neither the Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List. Disregard Part 2 and complete and sign the Certification below.
<input type="checkbox"/>	I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box “B” above, provide a detailed, accurate and precise description of the activities of the Bidder, or any of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran below:

ENTITY NAME:

RELATIONSHIP TO BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

BIDDER CONTACT NAME:

BIDDER CONTACT PHONE NO.:

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto, are true and complete. I acknowledge that the NJSDA is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the NJSDA to notify the NJSDA in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the NJSDA, permitting the NJSDA to declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____ Date: _____

Print Name and Title: _____

Attachment H

VISITOR WAIVER AND RELEASE

I, the undersigned, have requested entry onto the abandoned, vacant, buildings known as 707 – 709 Market Street Camden, New Jersey (the “Buildings”) for purposes of examining the condition thereof. In full recognition and appreciation of the dangers and hazards inherent in visiting an abandoned, vacant buildings, I freely acknowledge and understand that such entry into the Buildings involves the risk of serious bodily injury or death. I fully accept and assume all risks and responsibility for injuries, losses, liabilities, damages and costs which I may incur as a result thereof whether caused by the negligence of the New Jersey Schools Development Authority (“NJSDA”) or its officers, directors, employees, agents, volunteers, visitors or otherwise. I have been advised that I must follow good safety practices at all times while on the Buildings site, including, but not limited to:

(1) wearing a hard hat, safety glasses with side shields and any other personal protective equipment as may be required by NJSDA safety personnel; (2) staying with the NJSDA escort at all times while in the Buildings; (3) obeying all warning signs and barricades, if any; and (4) avoiding any leaning on or reaching beyond any handrails or barricades. I further understand, acknowledge and agree that NJSDA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

I, on my behalf and on behalf of my personal representatives, executors and heirs, hereby release and agree to indemnify, defend and hold harmless NJSDA, its members, managers, officers, directors, agents or employees (“Releasees”), from and against any and all claims, injuries, losses or liabilities, to the fullest extent permitted by law, incident to my entry in the Buildings (“Release and Indemnification”). This Release and Indemnification shall include, but not be limited to, all injuries, losses or liabilities of any kind whatsoever incurred or sustained by me or my property as a result of the negligence of the Releasees.

I acknowledge that I have been given adequate opportunity to read this Release and Indemnification. I understand, acknowledge and agree that that NJSDA’s willingness to provide access to the Buildings is induced by and made in reliance upon my voluntarily signing this waiver and release. If any portion of this Release and Indemnification is found to be unenforceable or invalid, that portion shall be severed and the remainder shall remain in full force and effect.

Signature: _____

Print Name: _____

Date: _____