



REQUEST FOR SEALED BIDS

FOR

**THE PURCHASE
OF REAL PROPERTY**

Telecommunications Tower & Land

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: June 10, 2019

Responses due by 12:00 P.M. EDT on July 24, 2019

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF REAL PROPERTY

SUMMARY

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), a state authority created pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the comprehensive redevelopment of Fort Monmouth. In furtherance of its mission, FMERA is hereby seeking sealed bids from individuals or entities to acquire property as described herein. This Request for Bids (“RFB”) is being issued under FMERA’s rules for the sale of real property (N.J.A.C. 19:31C-2, the “Sales Rules”). The successful Potential Bidder as defined below shall be subject to the terms and provisions of the Sales Rules and the October 25, 2016 Phase 2 Economic Development Conveyance Agreement (“EDC Agreement”) between FMERA and the Army. Redevelopment of the property will be subject to the Fort Monmouth Reuse and Redevelopment Plan (the “Reuse Plan”), which operates as the master plan for Fort Monmouth, and FMERA’s land use regulations and design and development guidelines (N.J.A.C. 19:31C-3, the “Land Use Rules”), which serve as the zoning ordinance for the Fort. The Reuse Plan and the Land Use Rules supersede the master plan, the zoning and land use ordinance and regulations, and the zoning map of the Borough of Oceanport and Monmouth County development regulations, except for procedures for site plan and subdivision approval. The Reuse Plan and the Land Use Rules can be found at: <http://www.fortmonmouthnj.com/developer-information/>.

1.0 PURPOSE

The Authority is requesting sealed bids (the “Bid”) from qualified individuals or entities (the “Bidder”) interested in purchasing an approximately 0.58 parcel of land containing the Fort Monmouth Telecommunications Tower and adjacent land. The property is located at the corner of Murphy Drive and Lane Avenue in the Oceanport Reuse Area of the Fort (the “Property”). A map of the Property can be found in **Attachment #1** of this RFB.

The minimum bid that FMERA will accept for the Property is \$800,000.

FMERA acquired title to the Property via quitclaim deed from the Army in November 2016 pursuant to the terms of the EDC Agreement. The title was transferred to FMERA subject to an existing lease and supplemental agreement between the Army and Omnipoint Facilities Network 2, LLC (the “Lessee”). In July 2005, the Army granted to the Lessee through its agent, Omnipoint Communications, Inc., a lease (**Attachment #4**) for the right to erect, operate and maintain telecommunications tower #NJ08265D on Fort Monmouth (the “Lease”). Under the terms of the Lease, the Lessee has multiple term options which continue through September 30, 2030. FMERA is issuing this RFB subject to the Lease and its multiple term options. The Lease will be assigned to the future owner of the Property under the terms and conditions stipulated in the Lease and Supplemental Agreements Lease No. DACA51-1-13-128 (**Attachment #5**).

The Purchase and Sale Agreement (“PSA”) between the Authority and the selected Bidder will be subject to the terms of the EDC Agreement.

FMERA is seeking to sell the Property to a Bidder who will close on the Property at the earliest possible date. In their responses to this RFB, Bidders should state their willingness to commit to the following expedited real estate closing schedule:

- execute a PSA substantially consistent with **Attachment #6** to this RFB within fifteen (15) days of FMERA Board approval; and
- close within sixty (60) days of PSA execution (i.e. with or without all approvals)

The Evaluation Score Sheet that FMERA will use to score and rank the Bids places considerable weight on Bidders' commitment to an expedited closing schedule, as well as on price. See **Attachment #3** to this RFB.

1.1 THE PROPERTY



The Property consists of 0.58 acres of land located in the Oceanport section of the Fort's Main Post. The Property is located at the corner of Murphy Drive and Lane Avenue in the Oceanport Reuse Area of the Fort (the "Property"). A 0.195± acre portion of the Property is an environmental carve-out known as Parcel 65 (Army IRP Site FTMM-66) which overlaps with the Cell Tower parcel (the "Environmental Carve-out"). The Army will convey the Environmental Carve-out to Seller upon its receipt of a Final Remediation Document from the New Jersey Department of Environmental Protection and Army's issuance of a Finding of Suitability to Transfer ("FOST"). The Seller will convey the Environmental

Carveout to Purchaser for no additional consideration within forty-five (45) days of Seller's receipt of title from the Army.

The Army's FOST for the Main Post can be accessed at:

<http://www.pica.army.mil/FtMonmouth/Documents/ATT3-FinalPhase2FOST.PDF>.

Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Army retains responsibility for any environmental contamination (other than asbestos, lead-based paint, mold, petroleum products and their derivatives, PAHs and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of closing with FMERA. The selected Bidder will be afforded the opportunity to perform due diligence investigations prior to closing at its sole cost and expense. In order to expedite the selected Bidder's ability to close on the earliest possible date, FMERA will allow the selected Bidder to commence environmental due diligence investigations prior to execution of a PSA.

1.2 REUSE OF THE PROPERTY

FMERA seeks to sell the Property to a Bidder who will use the Property as a telecommunications tower as set forth in the Reuse Plan.

Section 1.3 below provides a detailed description of the planned development in the Property's surrounding area.

The successful Bidder Purchaser will be responsible for paving/repaving the Property's driveway known as Lane Avenue to its connection point with Murphy Drive and installing landscaping and fencing along the Property's perimeter.

All purchasers of real property on Fort Monmouth are required to submit applications to FMERA for Mandatory Conceptual Review ("MCR") of their projects in connection with site plan and/or subdivision applications, as well as to the municipal planning board for site plan and/or subdivision review, regardless of whether the project includes new construction or substantial renovation. Projects fronting on a county road are also subject to review by the Monmouth County Planning Board. Provided that the successful Bidder's use of the Property does not involve development or redevelopment as defined in FMERA's Land Use Rules (see N.J.A.C. 19:31C-3.20), MCR approval will not be required.

Bidders must offer to pay the full value they ascribe to the property at the closing of title. The minimum bid that FMERA will accept for the sale of the Telecommunications Tower and adjacent land is **Eight Hundred Thousand (\$800,000) Dollars**.

1.3 FORT MONMOUTH'S REDEVELOPMENT STATUS

Fort Monmouth consists of 1,127 acres located in the Boroughs of Tinton Falls, Eatontown and Oceanport, New Jersey. Established in 1917 as Camp Little Silver, the Fort served as the home of the Signal Corps, and later CECOM, the Communications and Electronics Command. The Fort was designated for closure in the 2005 BRAC round, and formally closed in September 2011. FMERA entered into the first of two EDC Agreements with the Army in June 2012, and took title to an initial property, a 55-acre tract in Tinton Falls known as Parcel E, in January 2013. FMERA subsequently sold Parcel E to Commvault, one of the nation's leading data and information management software

companies, for construction of the company's new headquarters complex. Commvault occupied the first building in the complex, a 275,000-sf facility for 900 employees, in late 2014. The company has approvals in hand to develop up to 650,000 sf for an estimated 2,500 employees.



Commvault's new headquarters located in the Tinton Falls Reuse Area

FMERA acquired the former Patterson Hospital from the Army and sold it to AcuteCare Health System in March 2014. AcuteCare renovated the 100,000-sf building for use as an outpatient health clinic. The facility opened in the 1st Quarter of 2015 and has recently added 81 senior-living units to the property.



AcuteCare's renovated facility in the Oceanport Reuse Area

FMERA acquired the former Building 2525 in Tinton Falls from the Army and sold it to RADAR Properties in February 2016. RADAR is leasing approximately 30,000 square feet of the building to AASKI Technology, Inc., a defense contractor and communications engineering firm, and sold the remaining portion of the building to J. F. Kiely, a family of companies offering extensive construction and engineering services.



Building 2525 in Tinton Falls, home of Aaski Technology

FMERA acquired Building 2290 in Tinton Falls from the Army and sold it to Trinity Hall Corporation in March 2016. Trinity Hall renovated the 19,600-sf former child development center building for use as a private high school for girls. The facility opened in September 2016 for the 2016-2017 school year. The school received approvals in January 2018 for its Phase 2 expansion, a two-story edition, which is currently in development and will include new classrooms, office and administrative space, a multipurpose room, a chapel, and a new entrance lobby.



Building 2290 in Tinton Falls, Trinity Hall

In November 2016, FMERA acquired title to Fort Monmouth's Main Post from the Army, and shortly after, FMERA sold 117 historic housing units to RPM Development. Known as East Gate and Liberty Walk, the for-sale and rental housing units will be available for occupancy this spring.

Last year, the New Jersey Economic Development Authority and FMERA executed an agreement with Robert Wood Johnson/Barnabas Health for the development of a new health care campus of up to 2 million square feet in the Tinton Falls section of the Fort. Located northwest of Building 2719 on Pearl Harbor Avenue, this proposed project is planned to break ground in early 2020.

In November 2016, FMERA acquired title to Fort Monmouth's Main Post from the Army, and shortly after, FMERA sold 117 historic housing units adjacent to Barker Circle to RPM Development, which is renovating the units as for-sale and rental housing. Units came on the market in summer 2018. Additional recently sold properties include historic Russel Hall to Tetherview, Fort Monmouth Fitness Center to FM Partners, the Firehouse in Tinton Falls to Commvault, and the former Fort Monmouth Chapel to Triumphant Life Church.

To date, FMERA is currently under contract or in negotiations with developers for the sale or lease of seventeen other parcels. Another six parcels, ranging from individual buildings to large land tracts, will be advertised in the second half of the year.

At full buildout in approximately ten years, the Fort is projected to include:

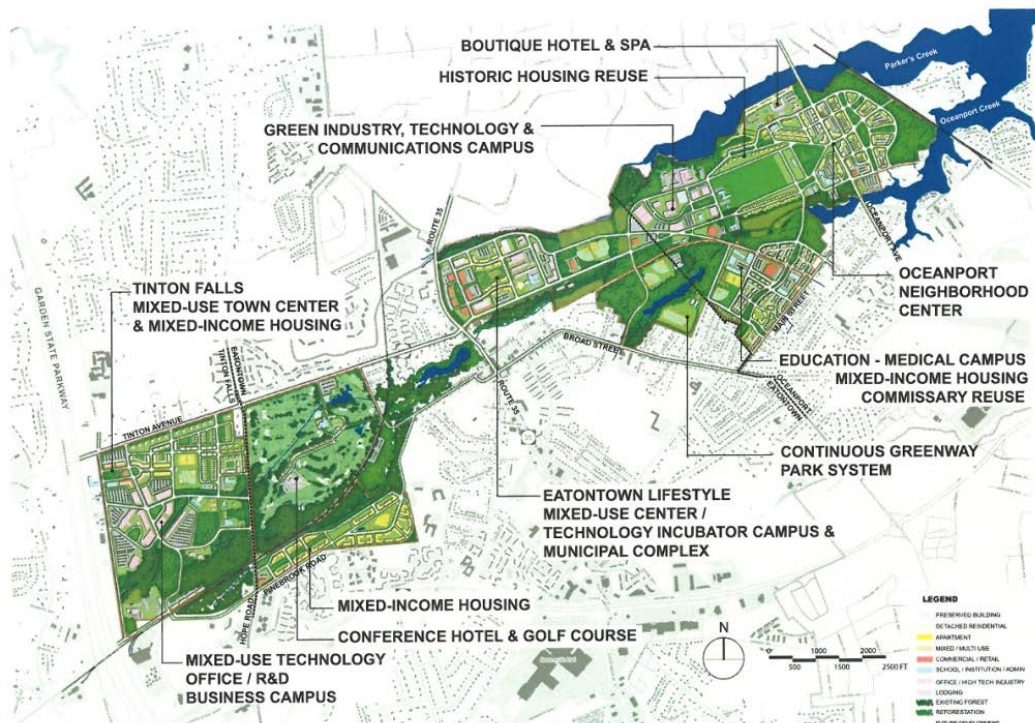
- 1,585 housing units, with over 4,000 new residents
- 300,000 sf of non-profit, civic, government and educational uses
- 500,000 sf of retail space
- 2,000,000 sf of office, research & development and other commercial uses
- 2,000,000 sf of health care and related uses

Total development costs are estimated at \$2 billion, generating over 10,000 permanent jobs.

Fort amenities are anticipated to include:

- preservation of over 40% of the Fort's land area as recreational and passive open space
- creation of a system of bicycle lanes, pedestrian paths and multi-purpose trails
- dedication of an interconnected blue/green belt spanning the Fort
- a shuttle system linking the Fort with mass transit, including the Little Silver train station
- improved access from the Garden State Parkway via a new interchange (completed 2017)

In addition to the above, the Fort plans to be home to universities, a performing arts center/theater, artist live/work space, microbreweries and restaurants, a golf course, a bowling alley and a marina, among other amenities.



Fort Monmouth's 20-Year Concept Plan as depicted in 2007 Reuse Plan

1.4 UTILITIES

Electric: The cell tower is fed via an underground primary electric line from a utility pole along the access driveway, just inside the northern bounds of the adjacent parcel, to an existing pad-mounted transformer inside the western corner of the fenced area. An abandoned overhead line, that served street lights and former Building 886 to the north, still exists across the tower parcel along the eastern edge of the fenced area. FMERA will remove that line. Two electric meters are present inside the fenced area. All electric power feeding the tower shall be metered.

There are no other apparent utilities serving the tower parcel, and no apparent utilities crossing the tower parcel to serve other parcels.

1.5 ACCESS

FMERA will grant any reasonably necessary easements for access from the Property to currently existing public roads. Purchaser will also have a private driveway off of Murphy Drive. Murphy Drive is intended to be dedicated to the Borough of Oceanport in the future.

2.0 PREVAILING WAGE REQUIREMENT

Prevailing wage will apply only to the extent that a project includes “public work” as that term is defined in State Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. or if the applicant receives financial assistance from FMERA, the State or any other State entity. Note that prevailing wage also applies to any off-site infrastructure work performed on FMERA-owned property.

Prevailing wage will apply only to the extent that a project includes “public work” as that term is defined in the State Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. or if the applicant receives financial assistance from FMERA, the State or any other State entity. Notwithstanding the foregoing, any work (including but not limited to demolition, renovation or utility work) performed on the Property prior to the transfer of title to the selected Potential Purchaser shall also be subject to prevailing wage requirements. Additionally, any infrastructure improvements installed by the Potential Purchaser on FMERA-owned property or within public rights of way shall also be subject to prevailing wage obligations.

3.0 PUBLIC INSPECTION OF DOCUMENTS

Due diligence material and documents pertaining to the Property and/or building(s) are available for the review by Potential Purchaser(s) at www.pica.army.mil/ftmonmouth/. Interested Potential Purchasers may also make copies of certain paper documents held by FMERA during normal business hours. Interested Bidders may make copies of the paper documents. Please note: FMERA does not warrant the accuracy or completeness of any documents originated by the Army or other sources. Copies of any documents requested that are larger than legal size shall be made at the expense of the Bidder. A copy of digital files will also be available upon request without charge. Limited materials and documents will be available for review and inspection during the tour referred to in Section 4.0 below.

Materials made available by FMERA for public inspection are offered “as is” and “where is” and they may include pertinent information regarding the environmental conditions, utility access, and other information related to these facilities. However, FMERA shall not be held responsible or liable for the accuracy or inaccuracy of such information or materials reviewed or obtained. All Bidders shall be wholly responsible for their own due diligence efforts. Any information obtained by the Bidders shall become the property of the Authority immediately upon the Bidder’s submission of its Bid and the release of such information by the Bidder to a third party shall only be made with the written approval of the Authority.

4.0 TOURS

Walk-throughs will commence on **June 12, 2019 at 10:00 A.M.** All requests for a walk-through tour of the property are due by **July 17, 2019**. Please schedule a walk-through tour by contacting Regina McGrade at rmcgrade@njeda.com or 732-720-6350.

5.0 BID SUBMISSION

Five (5) copies of the Bid (one (1) unbound, original; three (3) bound copies and one (1) copy in PDF format on a CD) must be submitted marked “SEALED BID FOR THE PURCHASE AND LEASE OF REAL AND PERSONAL PROPERTY” in a sealed package and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Bids must be received by July 24, 2019 at 12:00 P.M. Eastern Standard Time.

Bids must be received by July 24, 2019 at 12:00 P.M., Eastern Standard Time (EST). Bids may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.

Hand delivered bids must be received at the FMERA Offices located at 502 Brewer Avenue (a/k/a Caren Franzini Way), within the former Fort Monmouth Army Post by July 24, 2019 at 12:00 P.M. EST. Access to the FMERA Staff Office is via County Route 537. Enter the Fort from either Route 35 in Eatontown or Oceanport Avenue in Oceanport.

For USPS mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ 07757. All USPS mail deliveries must be received by July 24, 2019 at 12:00 P.M. EST.

No faxed or email bids will be accepted. Bids received after the time and date listed above will not be accepted.

Bids will be publicly opened on July 24, 2019 at 12:30 P.M. at the Authority Offices located at 502 Brewer Avenue (a/k/a Caren Franzini Way), on the former Fort Monmouth Army Post.

The Authority will not be responsible for any expenses in the preparation and/or presentation of the Bids or for the disclosure of any information or material received in connection with this RFB, whether by negligence or otherwise.

The Authority reserves the right to request additional information if necessary, or to reject any and all Bids with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFB, in the Bids submitted. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting a Bid. In the event that all Bids are rejected, the Authority reserves the right to re-solicit Bids.

The Authority also may seek to obtain business terms that better suit the interests of the Authority and the redevelopment plans for Fort Monmouth, price and other factors considered, by negotiating with the Bidder(s) that submit the best Offer(s) in accordance with the evaluation criteria set forth in this RFB. The Authority reserves the right to exclude from negotiations any and/or all Bids received based on the initial submissions. Negotiations with a Bidder will not preclude the Authority from negotiating with other Bidders unless the Authority has entered into an exclusive negotiating period with a Bidder in accordance with rule N.J.A.C. 19:31C-2.16.

FMERA may also seek **Best and Final Sealed Bids** from one or more Bidders who timely submitted a responsive Bid for this RFB.

Responding Bidders may withdraw their Bids at any time prior to the final filing date and time, as indicated on the cover page to this RFB, by written notification signed by an authorized agent of the firm(s). Bids may thereafter be resubmitted, but only up to the final filing date and time.

The responding Bidder assumes sole responsibility for the complete effort required in this RFB. No special consideration shall be given after the Bids are opened because of a Bidder's failure to be knowledgeable about all requirements of this RFB. By submitting a Bid in response to this RFB, the Bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFB.

By submitting a Bid in response to this RFB, each Bidder agrees to hold its Bid open for at least ninety (90) days after the response due date. Any provision in a submitted Bid that attempts to limit or condition the time that a Bid is open for consideration by FMERA will not be binding on FMERA. FMERA reserves the right, upon good cause shown to the satisfaction of FMERA's staff, to allow a Bidder to withdraw its Bid after Bids have been opened.

Documents and information submitted in response to this RFB shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and New Jersey right-to-know laws.

Communications with representatives of the Authority by the Bidder or the Bidder's representatives concerning this RFB are **NOT** permitted during the term of the submission and evaluation process. Communications regarding this RFB in any manner (except as set forth in Section 4 above and Section 6 below or negotiations initiated by the Authority) **will result in the immediate rejection** of the Bid.

5.1 BID REQUIREMENTS

In order to be considered, all Bids must include the following:

- a. **Cover Letter.** A letter identifying the Bid and disclosing the documentation included. The Bidder must indicate the name and contact information for the individual who will be its senior contact person for its Bid. The Bidder must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation or a joint venture or a governmental entity. The cover letter should also indicate the state of incorporation of the Bidder.
- b. **Price Submittal.** A signed document stating the proposed purchase price for the Property. The proposed purchase price payment must be typewritten, photocopied or written in ink or some other indelible substance. **The minimum bid that FMERA will accept for the sale of the Property is \$800,000.**
- c. **Bid Deposit.** A payment of ten (10%) percent of the as-is-where-is purchase price offered by the Bidder which shall be held in an interest-bearing account and applied to the purchase for the accepted Bid and returned to all others.

The deposit shall be in the form of a certified, cashier's or bank check made payable to the Authority issued by a FDIC accredited financial institution.

The deposit may also be a wire transfer of immediately available funds. Please contact Regina McGrade at rmcgrade@njeda.com or 732-720-6350 for wiring instructions.

- d. **Conceptual Redevelopment Plan.** A narrative conceptual plan, including an optional elevation sketch, describing renovations and improvements, if any, to be made at the Property as well as their estimated costs and the manner in which such improvements shall comply with the requirements of the Reuse Plan and the Land Use Rules adopted by the Authority. Note that the successful Bidder will be responsible for paving/repaving the Property's driveway known as Lane Avenue to its connection point with Murphy Drive and installing landscaping and fencing along the Property's perimeter.
- e. **Financing Plan.** The Bidder's financials and committed resources evidencing the Bidder's ability to meet the financial requirements of its plan.
- f. **Schedule of Critical Paths.** A detailed summary of the Bidder's schedule. Please note that the FMERA Land Use Rules contain a procedural section that outlines the site plan application and approval process.
- g. **Management & Organizational Plan.** A detailed summary of management and experience, organizational chart, as well as total number of other projects of similar size owned or completed by the Bidder.
- h. **Jobs Generation.** Provide an estimated number of permanent jobs (new to New Jersey and/or relocated within the state) to be created at the Property, if any.
- i. **Disclosure of Investment Activity in Iran.** A completed and signed Disclosure of Investment Activities in Iran form.

6.0 QUESTIONS AND ANSWERS

The Authority will also accept questions from prospective Bidders regarding any aspect of this RFB via e-mail only until 5:00 p.m. Eastern Daylight Time on **July 17, 2019**. Questions should be directed via e-mail to:

sgiberson@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthnj.com and/or through an addendum (if any) to this RFB made available to all potential Bidders at the Authority website.

7.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

7.1 Chapter 51, Executive Order No. 117 and Executive Order No. 7.

In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25) (“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 the terms and conditions set forth in this section are material terms of this engagement: The Chapter 51 form can be found online by going to the following web link and scrolling to “VENDOR FORMS REQUIRED FOR CONTRACT AWARD” under:

<http://www.state.nj.us/treasury/purchase/forms.shtml>

I. Definitions:

For the purpose of this section, the following shall be defined as follows:

(a) Contribution means a contribution reportable as a recipient under The New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(b) Business Entity 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 of a business entity includes:

(i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate and for a for profit entity, the following:

- (1) In the case of a corporation: the corporation, any officer of the corporation, and any Person or business entity that owns or controls 10% or more of the stock of the corporation;
- (2) In the case of a general partnership: the partnership and any partner;
- (3) In the case of a limited partnership: the limited partnership and any partner;
- (4) In the case of a professional corporation: the professional corporation and any shareholder or officer;

- (5) In the case of a limited liability company: the limited liability company and any member;
- (6) In the case of a limited liability partnership: the limited liability partnership and any partner;
- (7) In the case of a sole proprietorship: the proprietor; and
- (8) In the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

(ii) Any subsidiaries directly or indirectly controlled by the business entity;

(iii) Any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

(iv) If a business entity is a natural person, that person's spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.

(v) Any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

II. Breach of Terms of Chapter 51, EO 117 and EO 7 is a breach of this engagement:

It shall be a breach of the terms of this engagement for the Business Entity to do any of the following:

(a) Make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;

(b) Knowingly conceal or misrepresent a contribution given or received;

(c) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

(d) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;

(e) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;

(f) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

(g) Engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or

(h) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

III. Certification and disclosure requirements:

(a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.

(b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the selected Bidder under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a continuing political committee within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a Bid in response to the RFB are available for review on the Purchase Bureau website at:

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

(c) Further, the Bidder is required, on a continuing basis, to report any contributions and solicitations Bidder makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.

(d) Bidder's failure to submit the required forms will prevent FMERA from entering into a Purchase and Sale Agreement with that party. The State Treasurer or his designee shall review the Disclosures submitted by the Bidder pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the selected Bidder, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Bidder violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Bidder from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Bidder from award of such contract.

Please refer to ATTACHMENT #2 for copies of the Information and Instruction and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions. Failure to submit the attached Information and Instruction and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm's Bid. The Bidder selected to provide services to the Authority shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

7.2 Prevailing Wage. Prevailing wage will apply only to the extent that a project includes “public work” as that term is defined in the State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., or if the Bidder receives financial assistance from FMERA, the State or any other State entity.

Prevailing wage will apply only to the extent that a project includes “public work” as that term is defined in State Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. or if the applicant receives financial assistance from FMERA, the State or any other State entity. Notwithstanding the foregoing, any work (including but not limited to demolition, renovation or utility work) performed on the Property prior to the transfer of title to the selected Potential Purchaser shall also be subject to prevailing wage requirements. Additionally, any infrastructure improvements installed by the Potential Purchaser on FMERA-owned property or within public rights of way shall also be subject to prevailing wage obligations.

7.3 Certification of Non-Involvement in Prohibited Activities in Iran.

Pursuant to N.J.S.A. 52:32-58, all Proposals submitted in response to this RFB must include the Bidder’s certification that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. A copy of the Disclosure of Investment Activities in Iran form included in ATTACHMENT #2 must be completed and submitted by each Bidder with its Proposal.

7.4 Standards Prohibiting Conflicts of Interest.

The following prohibitions shall apply to all contracts made with the Authority.

- (a) No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any Board member, officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such Board member, officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a Board member, officer or employee of the Authority from any Bidder shall be reported in writing forthwith by the Bidder to the State Attorney General.
- (c) No Bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Bidder to any Board member, officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (d) No Bidder shall influence or attempt to influence or cause to be influenced any Board member, officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said Board member, officer or employee.

- (e) No Bidder shall cause or influence, or attempt to cause or influence, any Board member, officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Bidder or any other person.
- (f) It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

7.5 Record Retention

The selected Bidder shall maintain all documentation related to the purchase and development of the Property for a period of five (5) years from the date of completing the development of the Property. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

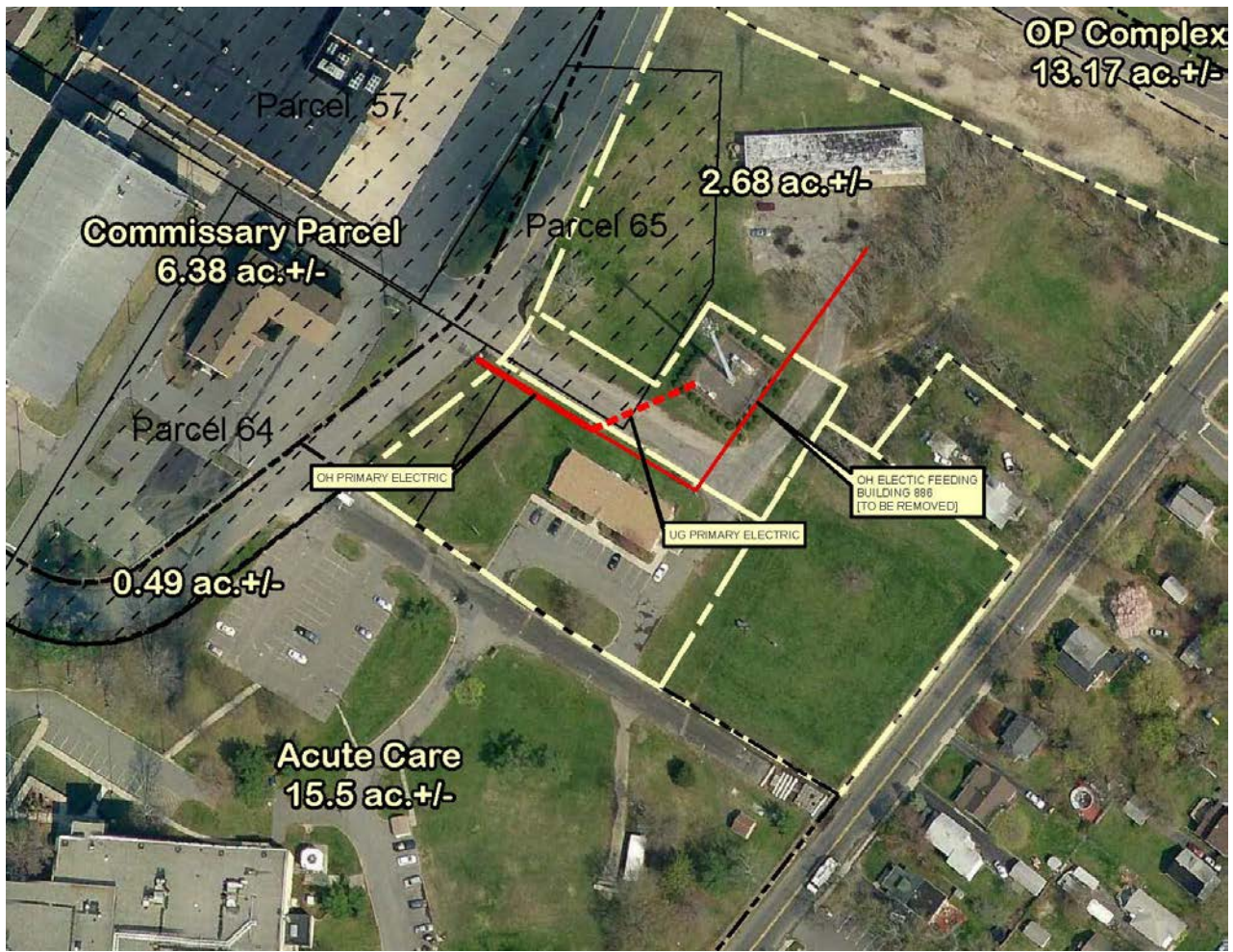
8.0 EVALUATION CRITERIA

FMERA will evaluate each sealed bid received in accordance with this RFB and shall identify the Bid(s) determined to be responsive to all material elements set forth in the notice, including, but not limited to: purchase price; willingness to expedite purchase term including due diligence period and accept FMERA's standard form of PSA; proposed project capital investment; Bidder's financial capability to meet the proposed terms of purchase and project completion; FMERA's prior experience with the Bidder; impact to host municipality. Selection of the winning Bidder will be based on price and other factors considered.

FMERA shall be under no obligation whatsoever, legal or otherwise, to sell or convey the Property or any interest in the Property unless and until the final form of PSA is approved for execution by the FMERA Board of Members in its sole and absolute discretion. No Bidder or other party shall have any legal right or interest in the Property unless and until a Purchase and Sale Agreement is properly executed and delivered by FMERA.

**ATTACHMENT #1
DESCRIPTION OF THE PROPERTY**

The Property consists of 0.58 acres of land located in the Oceanport section of the Fort's Main Post.



**ATTACHMENT #2
REQUIRED FORMS**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeree: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ 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 Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeree _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeree Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts 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, and if I do so, I am subject to criminal prosecution under the law and that 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.

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____

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.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

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 26 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

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. Click the "Add a Contribution" tab to enter additional contributions.
<div>Remove Contribution</div>
<div>Add a Contribution</div>

☐ 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

- (A) ☐ 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**.
- (B) ☐ 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.
- (C) ☐ 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.
- (D) ☐ 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 #3
EVALUATION SCORE SHEET**

Fort Monmouth Economic Revitalization Authority (FMERA)
Request for Proposals
Telecommunications Tower

Bidder: _____

Evaluator #: _____

<u>Sample Score Sheet</u>	<u>Score 1-10</u> x	<u>Weight</u> =	<u>Criterion</u> <u>Score</u>
1. Purchase price [weight = 50]		50	
2. Willingness to expedite purchase term including due diligence period, and accept FMERA's standard form PSA [weight = 25]		25	
3. Proposed project capital investment [weight = 5]		5	
4. Bidder's financial capability to meet the proposed terms of purchase and project completion [weight = 10]		10	
5. FMERA's prior experience with the Bidder [weight = 5]		5	
6. Impact to host municipality [weight = 5]		5	
Grand Total Score		100	

ATTACHMENT #4
OMNIPOINT COMMUNICATIONS, INC. LEASE

**DEPARTMENT OF THE ARMY
TELECOMMUNICATIONS TOWER LEASE
FORT MONMOUTH MILITARY RESERVATION, NEW JERSEY
TO
OMNIPOINT FACILITIES NETWORK 2, LLC,
BY IT'S AGENT, OMNIPOINT COMMUNICATIONS, INC.**

THIS LEASE, made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and Omnipoint Facilities Network 2, LLC, by its agent, Omnipoint Communications, Inc., hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of his administrative powers hereby grants to the Lessee the right to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system at Fort Monmouth as described in the attached Exhibit A (the "Property") designated as Antenna Tower # _____ identified on the attached drawing labeled Exhibit "B" and made a part hereof and hereinafter referred to as the premises.

THIS LEASE is granted subject to the following conditions:

1. TERM

A Said premises are hereby leased for an initial term of 5 years, beginning on the date of commencement of the commercial operation (the "Commencement Date") or December 30, 2005 whichever is earlier and ending at midnight on the last day of the initial term (the "Initial Term") but revocable at will by the Secretary. The Commencement Date shall be notified and confirmed by Commencement letter issued by Lessee.

B. RENEWAL.

Lessee shall have the right to extend this Lease for four (4) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Secretary, in writing, of Lessee's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that the holdover monthly Rent shall be one hundred fifty percent (150%) of the monthly Rent in effect on the last month prior to termination or expiration of this Lease or any Renewal Term.

2. CONSIDERATION AND REQUIREMENTS

A. The Lessee shall pay rental payments monthly in advance to the United States in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for the first year. Rent shall be

payable within twenty (20) days following the Commencement Date. Rental payments shall increase by five percent (5%) on the lease anniversary each year thereafter for the remaining term of the lease. Checks should be made payable to the order of Directorate of Public Works, IMNE-MON-PW, Attn: Darren Mueller, 167 Riverside Avenue, Fort Monmouth, NJ 07703-5108" All rent checks must include the Lease number to ensure proper processing by the Government.

B. All rent and other payments due under the terms of this Lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 USC Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the cost of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due.

3. NOTICES

All correspondence and notices to be given pursuant to this Lease shall be addressed, if to the Lessee, ATTN: Lease Management, 4 Sylvan Way, Parsippany, NJ 07054 with a copy to T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, Attn: PCS Lease Administrator, With a copy to: Attn: Legal Dept. and, if to the United States, to the District Engineer, Department of the Army, New York District Corps of Engineers, Attention: Real Estate Division (CENAN-RE-M), 26 Federal Plaza, Room 2007, New York, New York 10278-0090 and US Army Garrison Fort Monmouth, (IMNE-MON-ZB) Fort Monmouth, New Jersey 07703-5108 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub lessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, Fort Monmouth, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Lessee shall immediately restore the premises to the satisfaction of said officer taking into consideration normal wear and tear. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

NJ-08-265D
Fort Monmouth
New Jersey

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. TRANSFERS AND ASSIGNMENTS

A. The Lessee shall neither transfer nor assign this Lease or any part thereof nor grant any interest, privilege or lease whatsoever in connection with this Lease, unless such transfer or assignment is approved by the Secretary in advance.

B. Notwithstanding the above, Lessee shall have the right to sub-lease a portion of the Premises and/or antenna mounting space on the Antenna Tower to other communications users. Lessee shall pay to the District Commander, as additional rent, thirty percent (30%) of the gross amount received from any sublease or lease of the Premises or antenna mounting space actually received by Lessee.

C. Additionally, Lessee may, upon notice to the District Commander, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, the District Commander shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

9. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. INSURANCE

A. At the commencement of this Lease, the Lessee shall obtain Commercial General Liability Insurance, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit in the amount of, One Million and no/100 Dollars (\$1,000,000.00) whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this Lease. The Lessee shall require its insurance company to furnish to the District Commander a copy of the policy or policies, or if acceptable to the District Commander, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Commander every three years or upon renewal or modification of this Lease.

B. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Commander thirty (30) days written notice of any cancellation or change in such insurance. The District Commander may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

11. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the tower at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections, for security or other operational purposes, except property of the Lessee and rights granted herein, the Government reserves the right to make any other use of the tower and lands as may be necessary in connection with Government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof unless such damages are caused by the negligence of the Government, its officers or employees.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee or officers, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, Lessee shall indemnify and hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. RESTORATION

Upon the expiration or termination of this Lease, the Lessee shall vacate the premises and remove all of its property and equipment and the Premises shall be returned to the Secretary in good, usable condition, normal wear and tear and casualty excepted.

14. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

15. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral Leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide Lease stipulations to BLM for inclusion in said mineral Leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

17. TERMINATION

This Lease may be terminated by the Lessee at any time either by giving the District Commander at least ninety (90) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, or upon payment of the amount of three (3) months Rent as liquidated damages.

18. RENTAL ADJUSTMENT

In the event the United States terminates this Lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this Lease. In the event the reduction in the leased area causes Lessee to be unable to operate the antenna facilities, Lessee shall have the right to terminate this Lease immediately and receive a return of any pre-paid rent. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; **PROVIDED** however, that none of the provisions of this paragraph shall apply in the event of termination because of noncompliance by the Lessee with any of the terms and conditions of this Lease.

19. PROHIBITED USES

A. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

B. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Commander except as otherwise provided herein.

20. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Commander as depicted in Exhibit B attached.

21. DISPUTES CLAUSE

A. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

B. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c. (2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

C. (1) A Claim by the Lessee shall be made in writing and submitted to the District Commander for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Commander.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, that individual shall execute the certificate. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

D. For Lessee claims of \$100,000 or less, the District Commander must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Commander must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

E. The District Commander's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

F. At the time a claim by the Lessee is submitted to the District Commander or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any

claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

G. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Commander received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION.

H. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the District Commander.

22. ENVIRONMENTAL PROTECTION

A. Within the limits of their respective legal powers, the parties to this Lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local Governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local Governmental agency are hereby made a condition of this Lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

B. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

C. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

D. The Lessee shall not be responsible for any pre-existing environmental conditions on the Premises and/or for any third party conditions on the Premises not created by Lessee, its agents, contractors or employees.

E. The Lessee shall be subject to the Environmental Protection Provisions ("EPP") herein as well as those incorporated by reference within Exhibit E attached.

23. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately

notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

24. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

25. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property as a direct result of Lessee's installation of the antenna facilities or interest of the Lessee, due to the installation of the antenna facilities, on the premises shall be paid promptly by the Lessee upon receipt of documentation of same. If and to the extent that the property owned by the Government is later made taxable by State or local Governments under an Act of Congress, the Lease shall be renegotiated.

26. COVENANTS AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

27. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise there from. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

28. SEVERAL LICENSEES

If more than one Lessee is named in this Lease the obligations of said Lessees herein contained shall be joint and several obligations.

29. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed

by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

30. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U. S. C. § 403), and Section 404 of the Clean Water Act (33 U. S. C. § 1344).

31. LABOR MATERIAL EQUIPMENT AND SUPPLIES

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.

32. TERMINATION BY THE GOVERNMENT

The Secretary can terminate this Lease as follows:

- A. NON COMPLIANCE/DEFAULT. The Government can terminate the Lease if Lessee fails to comply with any of the terms and conditions specified herein by the issuance of 30-days written notice provided that the Lessee has not made reasonable and diligent attempts to cure. The Lessee shall have no claim for damages.
- B. FEDERAL REQUIREMENT: The Government may terminate this Lease at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense.

33. SALE OR TRANSFER OF THE PROPERTY BY THE GOVERNMENT

If the property is to be sold or transferred by the Army during the term of this Lease, the sale shall be subject to the Lease.

34. DESTRUCTION BY UNAVOIDABLE CASUALTY

If the property shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the premises untenable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect. If part of the property were rendered untenable, rental payment may be apportioned to reflect the part remaining usable to Lessee.

35. SUB-CONTRACTORS AND AGENT FOR LICENSEE

All work must be performed by skilled tradesman who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

36. RADIO FREQUENCY INTERFERENCE

The installation, operation and maintenance of Lessee's equipment will in no way damage the Leased premises, interfere with users including Government users already operating on or in the vicinity of the Leased Premises or interfere with the Government's maintenance of the Leased Premises. In the event Lessee or its equipment in any way damages the Leased Premises, or causes interference as noted above, then Lessee shall, at its expense repair such damage to Secretary's reasonable satisfaction or eliminate such interference within twenty-four (24) hours of receipt of notice of such interference. Lessee will not re-use its equipment until such interference is permanently eliminated (except for brief testing which must be coordinated with the Installation). In the event Lessee is not able to permanently eliminate such interference within thirty (30) days from receipt of Secretary's notice, then Secretary may terminate this Lease immediately. The Secretary shall not use, nor shall the Secretary permit its lessees, lessees, employees, invitees or agents to use, any portion of the leased area in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating, said interference. Lessee's frequencies transmit in the range between 1930-1950 Mhz and receive in the range between 1850-1870 Mhz.

37. COORDINATION OF ELECTRICAL CONNECTION, ETC.

Installation of any antennas, cabling, and related equipment shall be done in accordance with existing Federal, state and municipal codes, including the National Electrical Code and any other codes which directly relate to the issues of communication equipment and/or antennas; in any case where codes differ, the more stringent application shall prevail. All work shall be done by personnel who are bonded and leased tradesman. Lessee is required to coordinate installation of all electrical connections that tie into building systems that would be affected. Nothing in this paragraph shall be construed as diminishing the right of the Government to review and approve all such work, nor does it absolve Lessee from its obligation to obtain such review and approval. The requirements of this paragraph are above and beyond the requirements for the Government review and approval.

38. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the officer having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. Electricity shall be provided by the installation and will be metered on a reimbursable basis. Payment shall be made in the manner prescribed by the officer having such jurisdiction. The Government shall be under no obligation to furnish utilities or services. In the event of privatization of utilities systems at Fort Monmouth, the Grantee shall be responsible for obtaining services from the new provider. Fort Monmouth agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service (including, but not limited to, the installation of emergency power generators). Notwithstanding the above, Lessee shall install separate meters, at Lessee's expense, for utilities used on the Property by Lessee. Lessee shall pay the periodic charges for all utilities attributable to Lessee's use, upon receipt of documentation of same.

39. DESCRIPTION OF LICENSED PREMISES

The property to be made available consists of a 50-foot by 50-foot parcel of land located at the intersection of Lane Avenue and Murphy Drive, on the Main Post of Fort Monmouth, New Jersey. The parcel is to be used for construction of a wireless communication facility. The proposed facility will consist of a 150-foot monopole tower with associated equipment cabinets for the placement of twelve (12) panel antennas. Electrical service and T1 communication lines brought to the communication facility will be identified on the construction drawings.

Lessee shall furnish to the Installation Commander, Fort Monmouth, three (3) sets of "as built" drawings at completion of any additions, alterations, improvements or construction projects. This requirement applies to both the telecommunications site and any utility rights-of way.

40. CONSTRUCTION AUTHORIZATIONS

The Lessee shall make no additions, alterations, improvements or construction on the premises without prior authorization from the Installation Commander, Fort Monmouth or his duly authorized representative. The Lessee shall obtain approval of the plans and specifications for any additions, alterations, and improvements. The placement or replacement of new commercial antennas/telecommunications systems on the premises must have prior approval by the Secretary. The Secretary will have requests for the placement of new commercial antennas/telecommunications systems on Federal Property evaluated by the Department of Defense (DOD) Joint Spectrum Center (JSC) to insure electromagnetic compatibility with existing and planned Government communications-electronics systems before approving the requests. This requirement includes all new antennas/telecommunications systems, including those that will be installed on proposed tower(s) by the same or different commercial vendor, whether or not previous JSC analyses were completed. Lessee shall comply with all requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Copies of the Notice of Proposed Construction or Alteration/FAA2-C Survey Certification and FCC Antenna Structure Registration are attached herewith as Exhibit D.

41. INGRESS AND EGRESS

The Secretary will allow the Lessee and its contractors the right of ingress and egress subject to installation approval and designation of a specific route to the tower site through Fort Monmouth and the right to extend utilities across the lands of Fort Monmouth, hereinafter referred to as the premises upon written approval of the Installation Commander. The Secretary shall retain the power to deny access if the installation is closed because of emergency or other reasons related to security. See attached Exhibit C for Access Procedures for visiting Fort Monmouth.

42. SAFETY

The Lessee shall comply with all applicable Radio Frequency Emissions standards established by the FCC. The Lessee shall use proper tower climbing safety equipment when installing, maintaining or repairing antennas and related equipment on the tower.

43. RESTRICTION AND REQUIREMENTS

A. The Lessee shall perform no ground disturbance without prior approval from the Fort Monmouth's, Directorate of Public Works (DPW), Master Planning Branch

B. The Lessee must make electrical corrections and/or connection facilities in accordance with the issues and concerns cited by the Directorate of Public Works (DPW), and Directorate of Information Management (DOIM), as cited in EXHIBIT "C", at its own expense.

C. The Lessee must contact the Directorate of Public Works (DPW) for ingress/egress to the fenced area around the tower for installation, maintenance or repairs to the antennas and related equipment located on the tower.

D. The rights granted under this Lease are not exclusive and the United States reserves the right to allow others to use the tower as long as their uses do not interfere with the rights granted herein.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 11th day of July, 2005.

Federal Tax ID No. 91-1983600

Donald M. Harris
Witness

SECRETARY OF THE ARMY
BY: CORPS OF ENGINEERS,
NEW YORK DISTRICT

B. H. A.
POD: NGREEN D. DRESSER
Chief, Real Estate Branch

THIS LEASE is also executed by the Lessee this 5th day of July, 2005.

Federal Tax ID No. 51-0345939.

Vaishali Mangrulkar
Witness

OMNIPONT FACILITIES NETWORK 2, LLC,
BY ITS AGENT, OMNIPONT
COMMUNICATIONS, INC.

Signed: [Signature]

Typed Name: Bryan J. Fleming

Title: Arca Director, Engineering & Operations

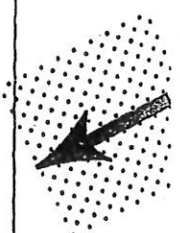
EXHIBIT A

Legal Description

The Property is legally described as follows:

Block 110; Lot 4

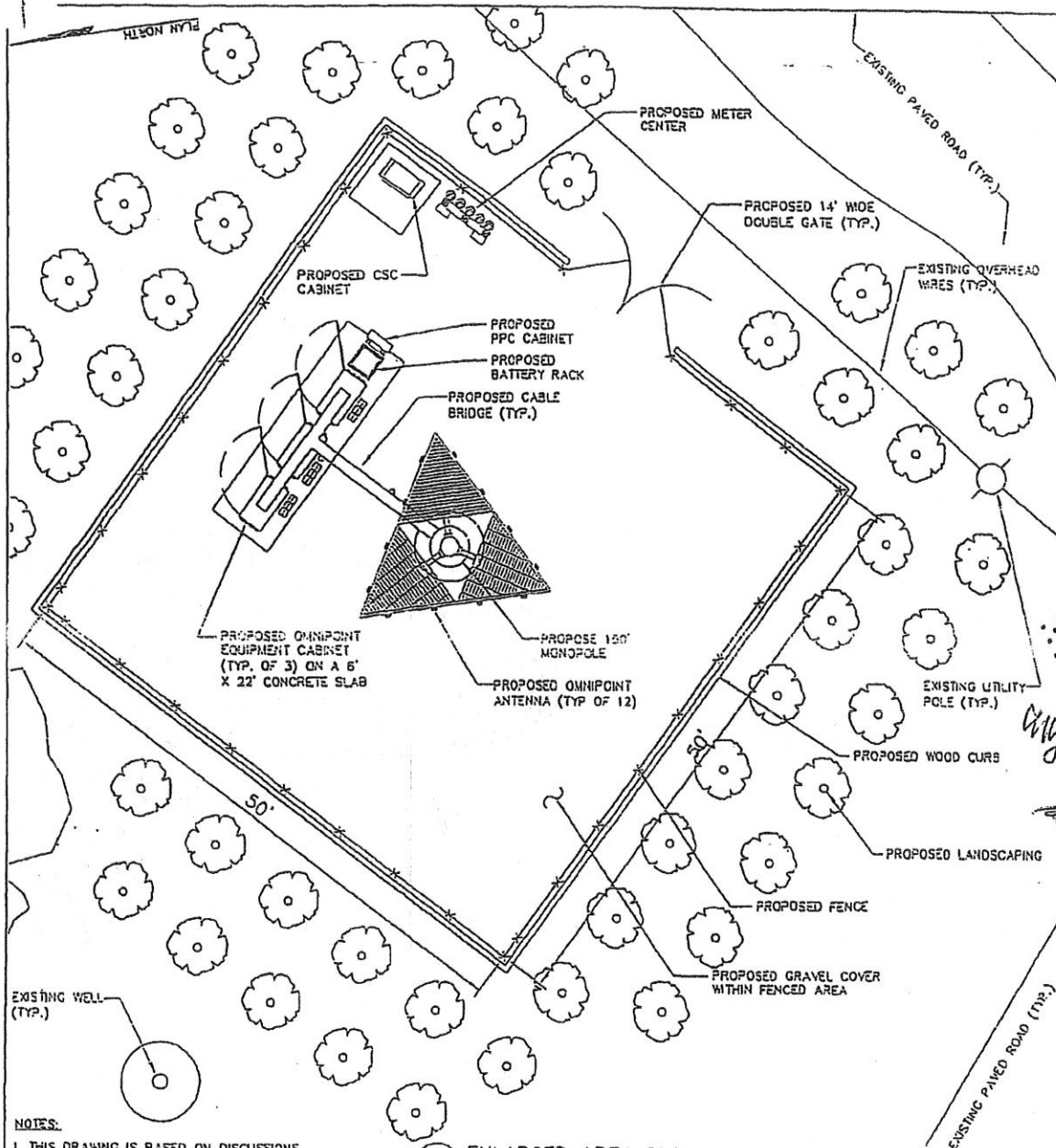
Located at the corner of Murphy Drive and Lane Avenue, Fort Monmouth, Monmouth County, New Jersey,



1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS BETWEEN THE LESSOR AND THE LESSEE.

1 AREA PLAN
LE-1 SCALE: N.T.S.

DRAWING TITLE	
LEASE EXPERT	
DRAWING NO.	
LE-1	
DRAWN BY: KLR	DATE ISSUED: 7/13/04
CHECKED BY: S.P.K.	SHEET NO. 1 OF 3
P/E PROJECT NO. 00N443A RI	



NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
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1
LE-2

ENLARGED AREA PLAN

SCALE: N.T.S.

PROPOSED LEASE AREA
50' X 50' = 2,500 SF

CONSTRUCTION NOTE:

LOCATION BASED SYSTEM (E-911 EQUIPMENT)
TO BE INSTALLED - NOT DEPICTED

NOTE:

THIS DRAWING HAS BEEN REDUCED TO FIT ON AN
8 1/2"x11" SHEET OF PAPER. DO NOT SCALE



FRENCH & PARRELLO
ASSOCIATES, P.A.
CONSULTING ENGINEERS
370 NORTH DEER STREET, SUITE 100
TELL 973 835-7700



Omnipoint
COMMUNICATIONS INC.
AS AGENT FOR
OMNIPONT FACILITIES NETWORKS & LLC
4 SILVER WAY PARKWAY, NJ 07034

SITE I.D.

NJ-08-265 D

PROJECT INFORMATION:

FORT MONMOUTH
OCEANPORT AVENUE
OCEANPORT, NEW JERSEY
MONMOUTH COUNTY

DRAWING TITLE:

LEASE EXPERT

DRAWING NO.

LE-2

DRAWN BY: K.L.B.

DATE ISSUED: 7/13/04

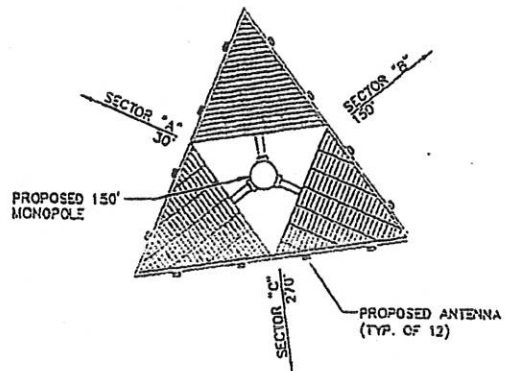
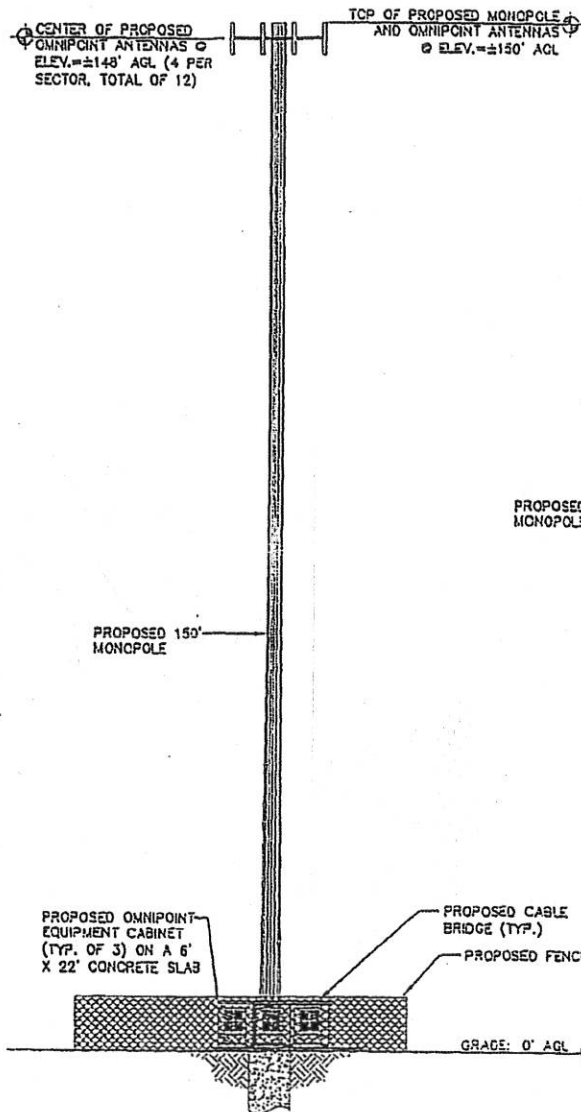
CHECKED BY: S.P.K.

SHEET NO. 2 OF 2

DATE PROJECT NO.

041153A R1

NOTE:
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8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.



1 ELEVATION
LE-3 SCALE: NTS

NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS BETWEEN THE LESSOR AND THE LESSEE.
3. DO NOT SCALE THIS DRAWING.

FRENCH & PARRELLO
ASSOCIATES, P.A.
CONSULTING ENGINEERS
870 NORTH BROAD STREET, SUITE 403, HOBOKEN, NEW JERSEY 07030
TEL: 201 328-7700 FAX: 201 328-7702

Omnipoint
COMMUNICATIONS, INC.
AS AGENT FOR
OMNIPPOINT FACILITIES NETWORK, L.L.C.
4 STUYVESANT WAY, FAIRFIELD, N.J. 07004

SITE ID: NJ-08-265 D
PROJECT INFORMATION:
FORT MONMOUTH
OCEANPORT AVENUE
OCEANPORT, NEW JERSEY
MONMOUTH COUNTY

DRAWING FILE:
LEASE EXHIBIT

DRAWING NO.
LE-3

DRAWN BY: RLL DATE ISSUED: 7/13/04
CHECKED BY: SPK SHEET NO. 3 OF 3
APP. PROJECT NO. 041423A R1

EXHIBIT C
ACCESS
Visitor Control Form (VCF).

It is required that all visitors sign the new Visitor Control Form (VCF).

See attached.

T-Mobile Monopole Project
Access Procedures for visiting Fort Monmouth

Fort Monmouth, New Jersey is a secure installation, with controlled (restricted) access. The following access procedures shall apply for all new visitors to Fort Monmouth.

1. All new visitors (employees from T-Mobile or other cellular carrier companies) must sign and fill out the Fort Monmouth Visitor Control Form. The form shall be faxed to the below POC no less than 48 hours prior to access. Any changes to the form (i.e. employee status, change of address etc.) must be resubmitted to the POC. Access days and times must be submitted for each visitor.

2. Visitors requiring access to the post must report to the Visitors Control Center (VCC) across from the Oceanport Gate. All visitors must be US Citizens and produce a government issued photo ID card such as a passport or driver's license. Visitors must have a valid driver's license with a photo, proof of insurance and current vehicle registration in order to receive a temporary vehicle pass. To ensure that access to the installation at any time, a minimum of six technicians should be credentialed into our system.

3. The Oceanport (Main) Visitor Control Center is open 24 hours day, seven days a week

Phone: 732-532-4598

Fax: 732-532-4594

email: visitorcontrolcenter@mail1.monmouth.army.mil

4. Below are directions to Fort Monmouth and the Monopole Site:

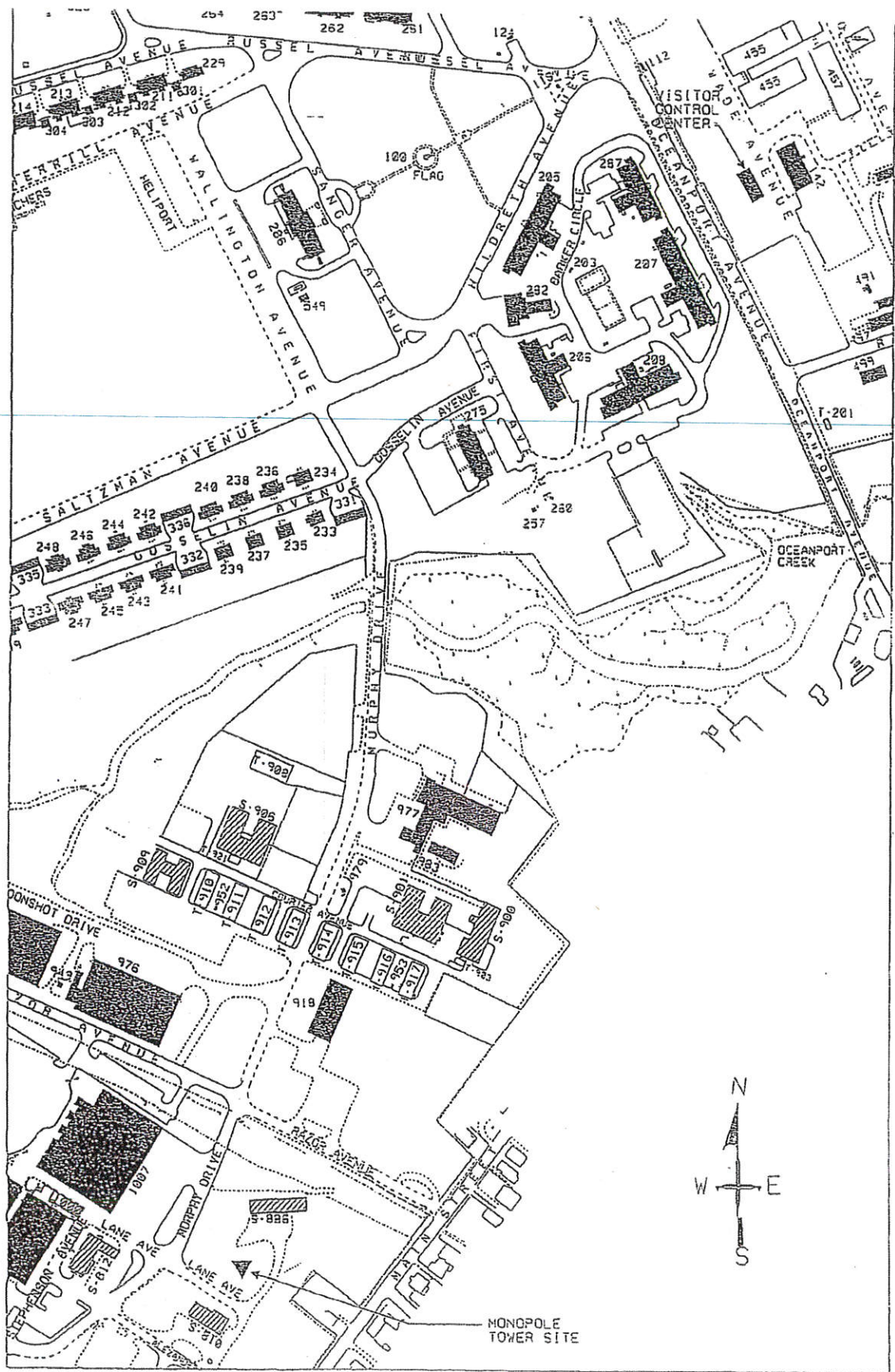
A. Directions to Fort Monmouth Visitors Control Center

1. Garden State Parkway to Exit 105, and proceed straight on Route 36
2. At the third traffic light, make a left on Wykoff Road.
3. Go past the next 2 traffic lights and take Wykoff road to the end. Wykoff will intersect with Broad Street.
4. Make a right on Broad Street.
5. At the next light, make a left on Main Street
6. At the next light, make a left on Oceanport Avenue
7. You will go over a small bridge and will pass a bank on your right. The Visitors Control Center (VCC) is the next right after the bank
8. Make a right into the Fort Monmouth Visitors Control Center

B. Directions from Visitors Control Center to the Monopole Tower Site (See Attached Map)

1. After completing your registration at the Visitors Control Center, go through the Guard post and present your pass.
2. After the Guard post, go straight on Wade Avenue (stay in the left lane) and make a left and go across Oceanport to the Main Post. This will turn into Russell Avenue
3. Stay in the left hand side on Russell Avenue.
4. You will be forced to make a left hand turn onto Wallington Avenue (Building 286 will be on your left hand side)
5. Take Wallington Avenue across Saltzman Avenue. This will turn into Murphy Drive
6. Take Murphy Drive for approximately 0.4 miles
7. Make a left hand turn onto Lane Avenue
8. The Monopole Tower site will be on your left hand side.

5. The POC for this project is Leonard Wiley DORM, SELFM-IM-IDSN 992-1923, COM (732)532-1923
Leonard.wiley@mail1.monmouth.army.mil



ATTACHMENT #5
LEASE and SUPPLEMENTAL AGREEMENTS

**DEPARTMENT OF THE ARMY
TELECOMMUNICATIONS TOWER LEASE
LOCATED ON
FORT MONMOUTH MILITARY RESERVATION
MONMOUTH COUNTY, NEW JERSEY**

**Supplemental Agreement No. 1
Lease No. DACA51-1-13-128**

Former Lease No. DACA65-3-05-03

WHEREAS, on 11 July 2005, the SECRETARY OF THE ARMY, (hereinafter referred to as the "Secretary"), under authority of the General Administrative Powers of the Secretary of the Army hereby granted to the Omnipoint Facilities Network 2, LLC, by its agent, Omnipoint Communications, Inc., (hereinafter referred to as the "Grantee"), a Lease for the right to erect and operate and maintain telecommunications tower # NJ08265D on the Fort Monmouth Military Reservation in Monmouth County, New Jersey (hereinafter the "Lease").

WHEREAS, the Lease expired on 31 December 2010 but the Lessee continued to occupy the Premises and comply with the terms of the Lease;

WHEREAS, on 15 September 2011 Fort Monmouth Military Reservation closed as an active military installation and, as the date of this Supplemental Agreement No. 1, is undergoing Base Realignment and Closure ("BRAC") disposal and it is in the best interests of the parties to continue the Lease.

NOW THEREFORE, the terms and conditions of Lease DACA65-3-05-03 are hereby amended in the following respects and these respects only:

1. Upon execution of this Supplemental Agreement No. 1 to Lease DACA65-3-05-03 on behalf of the Secretary, the term of said Lease shall be extended until 30 December 2015 or upon transfer of the Premises as provided for under BRAC, whichever comes first, but revocable at will by the Secretary; and
2. Upon execution of this Supplemental Agreement No. 1 to Lease DACA65-3-05-03 on behalf of the Secretary, it is acknowledged said Lease has been assigned from Omnipoint Facilities Network 2, LLC by its agent, Omnipoint Communications, Inc. to Crown Castle, whose address is 2000 Corporate Drive, Canonsburg, PA 15317;
3. Upon execution of this Supplemental Agreement No. 1 to Lease DACA65-3-05-03 on behalf of the Secretary, the Lease will hereinafter be referenced by its new Lease No. DACA51-1-13-128; and
4. All other terms and conditions contained in Lease DACA65-3-05-03, as amended,

shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army, this _____ day of _____, 2013.

UNITED STATES OF AMERICA

WITNESS:

NOREEN DEAN DRESSER
District Chief of Real Estate
Real Estate Contracting Officer

THE ABOVE SUPPLEMENTAL AGREEMENT NO. 1 to Lease DACA51-
1-13-128 together with all terms and conditions is hereby approved, agreed upon and
accepted this _____ day of _____ 2013.

CROWN CASTLE

WITNESS

BY: _____
Signature

Print or Type Name

TITLE: _____

June 4, 2015

LANCE JONES
Land Acquisition Specialist II
CROWN CASTLE
301 N. Cattlemen Rd, Suite 200
Sarasota, FL 34232

Re: Fort Monmouth Tower Lease

Dear Sir:

This letter is to inform you that the Fort Monmouth Economic Revitalization Authority (FMERA) has no intention of terminating the existing lease you have with the US Army for the tower #NJ08265D located off Main Street once FMERA takes title to the property later this year. We understand that the current lease includes options that allow you to extend the term of the lease through September 30, 2030, and is assignable to future owners of the property under the terms and conditions stipulated in the current lease Supplemental Agreement No. 1 Lease No. DACA51-1-13-128. Also, any subsequent sale of the property by FMERA would be "subject to the lease" as stated in the lease.

Yours truly



Bruce Steadman
Executive Director

LANDOWNER OWNERSHIP CHANGE FORM



The purpose of this form is to notify Crown Castle of a change of ownership resulting in a new lessor under an existing lease or similar agreement. Once this completed form has been received by Crown Castle with all required supporting documentation, all rents due under the applicable lease/agreement will be paid to the new lessor, as set forth below. Please return this form and required attachments to: Crown Castle, 2000 Corporate Drive, Canonsburg, PA 15317, Attn: Landowners Help Desk. Alternatively, you may fax the form directly to the Landowners Help Desk at 724-416-4015.

☒ I/we are informing Crown Castle of a change in the lessor/owner interest in an existing lease/agreement. Please update Crown Castle's records to reflect this change. I understand that this new information may go through a one-month waiting period before any rents and/or notice letters are sent to the new address. I understand that in order for Crown Castle to make this change, both proof of my ownership and Form W-9 for the new lessor are required. To this end, I have attached the following: (please select)

PROOF OF OWNERSHIP

☒ Deed

☐ Will/Probate Record

☐ Death Certificate

☐ Other (i.e., assignment, purchase agreement)

☒ Form W-9

You can find Form W-9 within the Landowners Help Desk section of our website (www.CrownCastle.com)

If the legal owner of the property has instructed Crown Castle to send the rent payments to someone other than him/herself, the legal owner remains the mandatory recipient of the tax form 1099 and is responsible for any tax implications on the rent payments.

CROWN CASTLE BUSINESS UNIT NUMBER

Note: This is the six or seven digit number assigned to the tower or site location.

824105

NEW LESSOR (IF MULTIPLE LESSORS, ATTACH ADDITIONAL PAGES)

NAME	Fort Monmouth Economic Revitalization Authority
BUSINESS NAME (if different than above)	
ADDRESS (number, street and apt. or suite number)	502 Brewer Avenue P.O. Box 267
CITY, STATE AND ZIP CODE	Oceanport, New Jersey 07757
PHONE NUMBER	732-720-6350
FAX NUMBER	
EMAIL ADDRESS	rharrison@njeda.com

Ⓢ Existing Lease No DACA 51-1-13-128 (f/k/a Lease No DACA 65-3-05-03) between Crown Castle and United States Department of the Army.

I/we, Bruce Steadman, Executive Director (please print) authorize the above change and have attached Proof of Ownership, as noted above, and a W-9 form for processing. The undersigned represents he/she/they are authorized to submit this form and that the information provided herein is true and correct. Additionally, the undersigned agrees to indemnify and hold Crown Castle companies harmless from and against any and all liability, claims, demands, suits or causes of action arising out of any actions taken by Crown Castle resulting from the submission of this form including the payment of rent to the New Lessor.

SIGNED _____ DATE _____

SIGNED _____ DATE _____



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

January 27, 2017

Crown Castle
Mr. Bryce Pickens
Real Estate Specialist
3530 Toringdon Way, Suite 300
Charlotte, North Carolina 28277

Dear Mr. Pickens:

Notice is hereby given that The United States Government is terminating Lease Number, DACA65-3-05-03, enclosure 1, located at Fort Monmouth New Jersey, Main Post, effective 17 November 2016 (close of business).

As a result of Base Realignment and Closure (BRAC), the United States Government, via deed conveyance, has disposed of the Main Post area, Fort Monmouth New Jersey. This former Government property encompasses your former leasehold area.

The new owner is the Fort Monmouth Economic Revitalization Authority (FMERA). Their contact information is as follows, if your organization wishes to initiate lease negotiations:

Fort Monmouth Economic Revitalization Authority
Attention: Regina McGrade
100 Barton Avenue
Oceanport, NJ 07757
telephone numbers: 732-720-6350 (O), 732-904-9423 (M)

If you do not wish to enter in to private leasehold with FMERA, please vacate the premises, and remove all your property and equipment, returning the premises to a usable condition.

The following rental checks, enclosure 2, are being returned, as they cannot be processed after 180 days of their check date. In addition, please remit to our Office due rental payment of \$ 2,337.67. This balance will cover due rental monies through 17 November 2016.

If you have any questions, please contact Mr. Mynor Pivaral, Realty Specialist, Real Estate Division, New York District, U.S. Army Corps of Engineers, at (917) 790-8438 or email him at: Mynor.Pivaral@usace.army.mil.

Sincerely,

Enclosures

Noreen Dean Dresser
Chief, Real Estate Division
U.S. Army Corps of Engineers



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

May 16, 2017

Crown Castle
Mr. Michael Watson
Senior Attorney
301 North Cattlemen Road
Suite 200
Sarasota Florida 34232

Dear Mr. Watson:

This letter is in response to your letter dated March 6, 2017 (copy enclosed). Notice is hereby given that The United States Government, by and through the U.S. Army Corps of Engineers, New York District, acknowledges continuance of Lease DACA65-3-05-03, between the Fort Monmouth Revitalization Authority (FMERA) and T-Mobile West LLC, involving property located at the former Fort Monmouth New Jersey, Main Post.

Since the Army did not terminate the leasehold on or before November 17, 2016, under section 33 of the leasehold, transfer of the property occurs subject to the Lease, which now continues in full force and effect, between the Fort Monmouth Revitalization Authority (FMERA) and T-Mobile West LLC.

Please contact the Fort Monmouth Economic Revitalization Authority (FMERA) for further information. Their contact information is as follows:

Fort Monmouth Economic Revitalization Authority
100 Barton Avenue, Oceanport, NJ 07757
telephone number: 732-720-6350

All rental checks due us have been received and processed.

If you have any questions, please contact Mr. Mynor Pivaral, of my staff, at (917) 790-8438 or email him at: Mynor.Pivaral@usace.army.mil.

Sincerely,

A handwritten signature in cursive script, reading "Noreen Dean Dresser", is written over the typed name.

Noreen Dean Dresser
Chief, Real Estate Division
U.S. Army Corps of Engineers

Enclosure



Crown Castle
301 North Cattlemen Road, Suite 200
Sarasota, FL 34232

March 6, 2017

Mr. Mynor Pivaral
Realty Specialist
U. S. Army Corps of Engineers
26 Federal Plaza
New York, NY 10278-0090

RE: DACA65-3-05-03 / Crown Business Unit #824105
Quitclaim deed from USACE to FMERA dated October 25, 2016
Termination Notice from Noreen Dean Dresser, Chief, Real Estate Division dated January 27, 2017

Mr. Pivaral:

I am in receipt of a letter from Noreen Dresser of your office dated January 27, 2017, which purports to terminate the Telecommunications Tower Lease dated July 11, 2005 ("Lease") by and between the Secretary of the Army ("Army") and T-Mobile West LLC ("TMO"), as managed and operated by CCTMO LLC ("Crown"). It is my understanding that the Army conveyed the property underlying the Lease to the Fort Monmouth Economic Revitalization Authority ("FMERA") on October 25, 2016. Under Section 33 of the Lease the transfer of the property from the Army to the FMERA occurred subject to the Lease, which continues in full force and effect by and between the FMERA, as lessor, and TMO.

The Army is entitled to rent due under the Lease through October 24, 2016, after which rent is due to the FMERA as the lessor. The Army's January 27, 2017 letter attempting to terminate the Lease is without effect since the Army ceased being the lessor or property owner when the letter was sent. The Army has no authority to bind any party with regard to the Lease on or after October 25, 2016.

If you would like to discuss this matter further please contact Lance Jones at (941) 914-1740 or lance.jones@crowncastle.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael Watson', written over a horizontal line.

Michael Watson
Senior Attorney

ATTACHMENT #6
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

BETWEEN

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

As Seller,

AND

As Purchaser

As of _____, 2019

TABLE OF CONTENTS

- 1. Definitions**
- 2. Purchase and Sale Agreement**
- 3. The Property**
- 4. The Purchase Price**
- 5. Payment of the Purchase Price**
- 6. Use and Occupancy**
- 7. [Intentionally Omitted]**
- 8. Seller's Repurchase Option**
- 9. Prevailing Wage**
- 10. Purchaser Financially Able to Close**
- 11. Deposit Monies**
- 12. Title and Survey Investigation**
- 13. Due Diligence Period**
- 14. Conditions Precedent to Closing**
- 15. Time and Place of Closing**
- 16. Transfer of Ownership**
- 17. Personal Property and Fixtures**
- 18. Physical Condition of the Property**
- 19. Acknowledgment and Covenants Regarding FOST**
- 20. Risk of Loss**
- 21. Environmental Matters**
- 22. Infrastructure District**
- 23. Termination of Agreement**
- 24. Default by Seller**
- 25. Default by Purchaser**
- 26. Assessments for Municipal Improvements**
- 27. Possession**
- 28. Liens**

- 29. [Intentionally Omitted]**
- 30. Parties Liable**
- 31. Assignment**
- 32. Successors and Assigns**
- 33. Entire Agreement**
- 34. Governing Law**
- 35. Partial Invalidity**
- 36. Headings**
- 37. No Partnership or Joint Venture**
- 38. No Third-Party Rights or Benefits**
- 39. No Waiver**
- 40. Time Periods**
- 41. Publication**
- 42. Recording or Notice of Pendency**
- 43. Authority Representations of Purchaser and Seller**
- 44. Lis Pendens**
- 45. Political Campaign Contributions**
- 46. Notices**
- 47. Brokerage Commissions**
- 48. Counterparts**
- 49. Exhibits**
- 50. Recitals**
- 51. Right of Entry**
- 52. Utilities**
- 53. Cooperation**
- 54. Miscellaneous**

EXHIBIT LIST

- A. Quitclaim Deeds from Army to FMERA consisting of the Initial Army Quitclaim Deed [Provided by Seller to Purchaser and incorporated herein by reference] and the Subsequent Army Quitclaim Deed [To be provided at a later date as set forth herein.]**
- B. Conceptual Plan [To be attached]**
- C. Survey & Description of Property [To be delivered by Seller at a later date as set forth herein.]**
- D. Title Insurance Policy [To be delivered by Purchaser at a later date as set forth herein.]**
- E. Certificate of Completion [Attached.]**
- F. Omnipoint Lease**
- G. Lease Amendment(s) including Supplemental Agreement No. 1 to Lease No. DACA51-1-13-128**

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (“Agreement”) is made as of _____, 2019 (“Effective Date”) between **Fort Monmouth Economic Revitalization Authority**, (“FMERA” or “Authority” or “Seller”) a public body corporate and political constituted as an independent authority and instrumentality of the State of New Jersey, pursuant to P.L. 2010, c. 51, N.J.S.A. 52:27I-18 et seq., whose address is 502 Brewer Avenue, Oceanport, NJ 07757 referred to as the Seller, and, _____ (“Purchaser”), a _____, whose address is _____. Seller and Purchaser are collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, on behalf of the United States Secretary of Defense, the Office of Economic Adjustment recognizes the Seller as the local redevelopment authority for Fort Monmouth, located in the Boroughs of Tinton Falls, Eatontown and Oceanport, New Jersey;

WHEREAS, FMERA has publicly advertised a Request for Bids (“RFB”) the approximately 0.58-acre parcel improved by the Telecommunications Tower, Murphy Drive and Lane Avenue, Fort Monmouth, Oceanport, New Jersey (the “Property” as further identified, described and defined herein) in accordance with FMERA’s Rules for the Sale of Real and Personal Property, N.J.A.C. 19:31C-2.1 et seq.;

WHEREAS, Seller entered into an Economic Development Conveyance Agreement (“EDC Agreement”) with the United States Department of the Army (“Army”) on October 25, 2016 which addressed the terms by which the Army transferred to Seller a portion of Fort Monmouth, which included a portion of the Property;

WHEREAS, Seller is subject to the terms and conditions of the EDC Agreement;

WHEREAS, Purchaser acknowledges that the Army conveyed a portion of the Property to FMERA by way of a quitclaim deed on November 17, 2016, a copy of which Seller has provided to Purchaser and which is incorporated herein by reference (the “Army Quitclaim Deed”), and that Seller will acquire the balance of the Property from the Army and convey it to Purchaser subsequent to the Closing;

WHEREAS, the Army transferred the Property to FMERA subject to an existing lease and Supplemental Agreement No. 1 to Lease No. DACA51-1-13-128 between the Army and

Omnipoint Facilities Network 2, LLC (the “Lessee”) attached hereto as Exhibit F (the “Lease”) which granted to the Lessee through its agent, Omnipoint Communications, Inc., the right to erect, operate and maintain telecommunications tower #NJ08265D on Fort Monmouth, along with multiple term options which continue through September 30, 2030;

WHEREAS, FMERA is conveying the Property to Purchaser subject to the Lease and its multiple term options, and FMERA will assign the Lease to Purchaser under the terms and conditions stipulated in the Lease;

WHEREAS, FMERA has adopted the Fort Monmouth Reuse and Redevelopment Plan, last amended April 2019, as same may be amended from time to time (the “Reuse Plan”);

WHEREAS, Seller acknowledges that the Purchaser proposes to utilize the Property as a telecommunications tower and related and ancillary uses;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which the Parties hereby acknowledge, Seller and Purchaser hereby agree as follows:

DEFINITIONS

For all purposes of this Agreement, the following terms shall have the respective meanings set forth below:

1. Definitions:

- a. **“Affiliate”** means with respect to Purchaser, any other Person directly or indirectly controlling or controlled by, or under direct common Control with _____. For purposes of this definition the term “Control” (including the correlative meanings of the term “controlled by” and “under common control with” as used with respect to Purchaser), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations and policies of the Purchaser, whether through the ownership of voting securities or by contract or otherwise.

- b. **"Agreement"** means this Purchase and Sale Agreement dated above, as same may be amended, modified or supplemented from time to time by written instrument signed by the Parties.
- c. **"Army"** means the United States of America, acting by and through the Secretary of the Army and any division, department or agency thereof.
- d. **"CERCLA"** means the Comprehensive Environmental Response and Liability Act of 1980 (P.L. 96-510) as amended.
- e. **"CERCLA Covenants"** shall have the meaning ascribed in Section 21.
- f. **"Certificate of Occupancy"** shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Municipality for Purchaser's intended use of the Property, if applicable, as set forth in Paragraph 6(a) of this Agreement.
- g. **"Closing"** shall mean the transfer of the Property from the Seller to the Purchaser and the transfer of the Purchase Price from the Purchaser to the Seller which shall occur upon the satisfaction of the Conditions Precedent to Closing set forth in Section 14.
- h. **"Conditions Precedent to Closing"** shall mean the obligations of the Purchaser and Seller which are set forth in Section 14.
- i. **"Deposit"** shall mean the Deposit described in Section 5 herein.
- j. **"Discharge"** pursuant to N.J.S.A. 58:10-23.11b, as same may be amended, means any intentional or unintentional action or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into the waters or onto the lands of the State, or into waters outside the jurisdiction of the State when damage may result to the lands, waters or natural resources within the jurisdiction of the State.
- k. **"Due Diligence Period"** means the thirty (30) day period commencing on the Effective Date of this Agreement and ending at five o'clock (5:00) p.m. on the thirtieth (30th) day thereafter, during which the Purchaser upon prior written notice to Seller, at its sole cost and expense, may investigate the Property to determine whether the as-is condition of the Property is satisfactory to the Purchaser. The Due Diligence period shall be extended for an additional period of thirty (30) days (i) in the event the Purchaser's environmental assessment indicates further investigation is warranted as to the

environmental condition of the property; or (ii) if the environmental assessment uncovers another significant environmental concern that has not been identified in the FOST which would require the Purchaser to conduct additional environmental testing or due diligence; or by the mutual agreement of the parties for such additional period as the parties may determine. Seller shall grant Purchaser with immediate access to the Property in order to perform the environmental assessment or, if Seller has not yet acquired title to the Property from the Army, seek to obtain the Army's consent to grant Purchaser a license to access the Property prior to Closing for the purposes of performing the environmental assessment.

- l. **“EDC Agreement”** shall mean the Agreement between the Army and FMERA which sets forth the terms by which the Army conveyed portions of Fort Monmouth (including a portion of the Property) to FMERA and the terms under which FMERA acquired the balance of the Property from the Army.
- m. **“Effective Date”** shall mean the date set forth in the introductory paragraph of this Agreement.
- n. **“Environmental Laws”** or **“Environmental Law”** shall mean each and every applicable federal, state, county or municipal environmental and/or health and safety statute, ordinance, rule, regulation, order, code, directive or requirement.
- o. **“Environmental Carveout”** shall mean the approximately 0.195 acre portion of the Property known as part of FTMM Parcel 65 that the Army will convey to Seller upon its receipt of a Final Remediation Document from the New Jersey Department of Environmental Protection and Army's issuance of a Finding of Suitability to Transfer. The Seller will convey the Environmental Carveout to Purchaser for no additional consideration within forty-five (45) days of Seller's receipt of title from the Army.
- p. **“Final Remediation Document”** pursuant to N.J.S.A. 58:10-23.11b, as it may be amended, means a no further action letter (“NFA”) issued by the NJDEP pursuant to N.J.S.A. 58:10B-1 et al., or a response action outcome (“RAO”) issued by a licensed site remediation professional pursuant to N.J.S.A. 58:10C-14.
- q. **“Finding of Suitability to Transfer”** or **“FOST”** means the document issued or to be issued by the Army confirming the environmental suitability of certain parcels located on Fort Monmouth's Main Post for transfer to FMERA consistent with CERCLA

Section 120(h) and Department of Defense Policy. In addition, the FOST includes CERCLA Notice, Covenant and Access Provisions and other Deed Provisions and the Environmental Protection Provisions necessary to protect human health or the environment after transfer of certain parcels from the Army to FMERA.

- r. **"Force Majeure"** shall mean the failure or delay of performance by Seller or Purchaser of any provision of the Agreement by reason of the following: labor disputes, strikes, picket lines, boycott efforts, war (whether or not declared), riots, moratorium regarding sewer, water or any other utilities, litigation filed against either Seller or Purchaser affecting the Property, acts of God, or materially adverse conditions affecting the real estate market and the Project or any individual phase of the Project as demonstrated by an independent market study prepared by a qualified economist or financial consultant selected by the Party seeking a delay in performance based upon materially adverse real estate market conditions and approved by the non-benefitting party which approval shall not be unreasonably withheld or delayed. In such cases, neither the Seller nor Purchaser shall be in default of this Agreement if the delay or failure to perform is by reason of the aforementioned events or conditions. Any extension of the timeframes for performance of obligations set forth in this Agreement for Force Majeure shall be contingent upon the Party claiming a Force Majeure notifying the other Party in writing within thirty (30) days of the occurrence of the event resulting in the failure or delay of performance. The time of performance shall be extended for the period of the delay occurring as a result of the Force Majeure event; provided, however, that in no event shall the extension of the timeframe exceed twelve (12) months in the aggregate for all Force Majeure or Tolling events.
- s. **"Hazardous Substances"** means all substances set forth in N.J.A.C. 7:1E-1.7 as same may be amended from time to time.
- t. **"Improvements"** shall mean the improvements, fixtures and structures located on Property.
- u. **"Infrastructure District"** shall mean the districts created pursuant to the state statute creating FMERA, P.L. 2010, c. 10 (N.J.S.A. 52:271-18 et seq.), which permits FMERA to create these districts in order to support the redevelopment of the Fort.

- v. **“Interested Parties”** means Purchaser’s Mortgagee, Purchaser’s Lender, and/or Purchaser’s Tax Credit Investor.
- w. **“Municipality”** shall mean the Borough of Oceanport, in the County of Monmouth, State of New Jersey.
- x. **“No Further Action Letter” (“NFA”)** has the same meaning as set forth at N.J.S.A. 58:10B-1.
- y. **“Person”** means an individual, partnership, Limited Liability Company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, government authority, or other entity of whatever nature.
- z. **“Property”** means the approximately 0.530 acre parcel improved by the Telecommunications Tower, Murphy Drive and Lane Avenue, Fort Monmouth, in the Borough of Oceanport, New Jersey (the “Property” as further identified, described and defined herein). The Property includes the Environmental Carveout. The Property is further described in Section 3 and will also be depicted in the boundary survey and the metes and bounds description that Seller will provide to Purchaser within 30 days of the Effective Date of this Agreement. The Seller is conveying the Property subject to the Lease.
- aa. **“Purchaser”** shall mean _____, (“_____”) and its authorized assignees or successors.
- bb. **“Purchase Price”** is the price that the Purchaser shall pay the Seller for the Property. The Purchase Price shall be paid as described in Sections 4 and 5.
- cc. **“Subsequent Closing”** shall mean the closing for the Environmental Carve-out Parcel which shall take place within thirty (30) days of Army conveying the Environmental Carve-out Parcel to Seller, providing the conditions precedent to Initial Closing set forth in Section 14 have been satisfied.
- dd. **“Tolling”** shall mean a period of time during which all time frames and obligations of Purchaser or Seller as set forth in this Agreement are suspended in accordance with the terms of this Agreement and which suspension of time frames and obligations shall continue until the event causing the Tolling is resolved to the satisfaction of the Party seeking the benefit of a Tolling period. The Party seeking the benefit of a Tolling

period must provide the other Party with notice of the happening of the Tolling event within thirty (30) days after the occurrence of the Tolling event.

2. **Purchase and Sale Agreement.** Subject to the terms and conditions set forth in this Agreement and the performance by the Parties of all of the obligations hereunder, the Seller agrees to sell and convey to Purchaser, and the Purchaser agrees to purchase and acquire from Seller, the Property. The Seller will sell and convey to the Purchaser the Property subject to the Lease and in its as-is condition, which consists of: (a) the land and telecommunications tower, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Agreement.
3. **The Property.** The Property is the approximately 0.530-acre parcel subject to the Lease and improved by the Telecommunications Tower, Murphy Drive and Lane Avenue, Fort Monmouth, in the Borough of Oceanport, New Jersey (the "Property" as further identified, described and defined herein). The Property includes the Environmental Carveout.
4. **The Purchase Price.** Subject to adjustments as called for in Section 26, the price that the Purchaser will pay the Seller for the Property is _____ (\$_____) dollars.
5. **Payment of the Purchase Price.** Subject to adjustments as called for in Section 26, the Purchaser will pay the purchase price as follows:

A deposit of _____ (\$_____) dollars. \$_____

Balance to be paid at closing of title, by wire transfer, in cash or by certified check (subject to adjustment at closing).

\$_____

Total purchase price

\$_____

6. Use and Occupancy; Capital Investment.

- a. **Use and Occupancy:** Purchaser covenants to obtain a Certificate of Occupancy, if required, and use and occupy the Property for telecommunications use consistent with the Fort Monmouth Reuse and Redevelopment Plan within six (6) months after the subsequent closing between Seller and Purchaser on the Environmental Carveout.

In the event that Purchaser has not obtained a Certificate of Occupancy, if required, and commenced to use and occupy the Property within six (6) months from the subsequent closing on the Environmental Carveout as contemplated above by reason of force-majeure or such reasons as agreed between the Parties and provided Purchaser's efforts to obtain a Certificate of Occupancy and commence using and occupying the Property are ongoing and proceeding in good faith toward the completion of the Project, then in such event, Purchaser shall be entitled to a six (6) month extension of the completion date.

- b. **Capital Investment:** Purchaser will pave/repave the Property's driveway known as Lane Avenue to its connection with Murphy Drive and install landscaping and fencing along the Property's perimeter of ("the "Project") at an estimated cost of _____ (\$ _____) dollars.

7. [Intentionally omitted]

8. **Seller's Repurchase Option.** The quitclaim deed from Seller to Purchaser shall provide that if the timeframes set forth herein have not been met, then Seller shall have the right to repurchase the Property, at Seller's sole option, if Purchaser has not completed the Project and obtained a Certificate of Occupancy, if required, and commenced to use and occupy the Property within six (6) months from Closing. In the event Purchaser's efforts to obtain a Certificate of Occupancy is ongoing and Purchaser is proceeding in good faith toward the use and occupancy of the Property, then in such event, Purchaser shall be entitled to a six (6) month extension of the six (6) month completion date without penalty. Such repurchase right shall be, by its terms as set forth in the quitclaim deed, subordinate to any and all land, construction, permanent or other lender whose lien shall have superiority over any such rights.

- a. Should Seller exercise this repurchase option, Seller shall pay Purchaser [insert Purchase Price from Section 4]. Any repurchase purchase price paid by Seller shall be applied first to reduce any outstanding balance of any mortgage or lien imposed on the Property by Purchaser.
 - b. Seller's repurchase right shall always be subject to and shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in favor of any Interested Parties or (ii) any rights or interests for the protection of Interested Parties. Notwithstanding anything herein to the contrary, Seller agrees to provide Purchaser with ninety (90) days advance written notice of Seller's intent to exercise its right of repurchase and the Purchaser shall have the opportunity to cure within said notice period. The ninety (90) day period referred to is known as the "Repurchase Cure Period." During the Repurchase Cure Period, any of the Interested Parties may either (a) cure the default identified by the Seller in their default notice or (b) agree with Seller on a proposal which must be acceptable to both parties in both parties' reasonable discretion, for one or more of the Interested Parties to cure Purchaser's default beyond the Repurchase Cure Period. If following the Repurchase Cure Period, the default is neither cured nor have the parties agreed upon a proposal to cure the default, then Seller may move forward with its right of repurchase.
 - c. The Seller's right of repurchase shall survive the Closing and/or termination of this Agreement and shall run with the land on any portion of the Property that is subject to the Seller's right of repurchase pursuant to Section 8(a).
 - d. Seller shall release its right of repurchase by issuing a Certificate of Completion on any portion of the Property for which the paving and fencing improvements as set forth in Exhibit B have been completed upon the presentation of proof of completion, upon which Purchaser shall be entitled to record the Certificate of Completion.
9. **Prevailing Wage.** Prevailing wage will only apply to the extent that a project includes "public work" as that term is defined in the State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., or if the applicant receives financial assistance from FMERA, the State or any other State entity.
10. **Purchaser Financially Able to Close.** The Purchaser represents that it has or will have sufficient cash available at Closing to complete the purchase. The Closing shall not be

contingent upon the Purchaser or any other Person obtaining financing to pay the Purchase Price. Notwithstanding Purchaser's representation that it has or will have sufficient cash available at Closing to complete the purchase, Purchaser may in Purchaser's sole discretion choose to seek and obtain financing to complete the purchase.

11. Deposit Monies.

- a. All deposit monies (and interest accrued thereon) will be held by FMERA's attorney ("Escrow Agent") in its interest-bearing, Attorney Trust Account pursuant to the Escrow letter executed by the Purchaser and Seller until the date of Closing or as otherwise provided in this Agreement. At Closing, Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit and all interest accrued thereon. If Purchaser terminates this Agreement in accordance with its terms, the Escrow Agent shall refund the Deposit to Purchaser within three business days of receipt of Purchaser's notice. The Deposit shall be refundable upon termination of this Agreement pursuant to Sections 11, 12, 13, 14, 21, 23 and 25.
- b. In the event that the Agreement is terminated by the Seller because Purchaser defaults and said default is not cured within the time frames established herein, then the Escrow Agent shall pay the Seller the _____ (\$_____) dollar Deposit and all accrued interest as liquidated damages.

12. Title and Survey Investigation.

- a. Seller agrees that prior to and as a Condition Precedent to Closing, Seller shall deliver title to the Property that is good, marketable, fee simple title, valid of record and insurable at regular rates.
- b. Within thirty (30) days of the Effective Date of this Agreement, Seller will provide Purchaser a boundary survey and metes and bounds description of the Property. If Purchaser elects to obtain a survey, then no later than the end of the Due Diligence Period, Purchaser shall deliver to Seller a copy of Purchaser's survey together with a list of survey objections. Not later than ten (10) days after Seller receives Purchaser's survey objections, Seller shall notify Purchaser which of the objections, if any, Seller shall cure prior to or at the Closing, including when and in what manner said items are to be cured. If Purchaser is dissatisfied with Seller's response or lack of response, Purchaser may either terminate this Agreement within thirty (30) days of receipt of

Seller's response (or within thirty (30) days of Seller's failure to respond) or proceed under this Agreement. If Purchaser elects to proceed under this Agreement after Purchaser supplies an unsatisfactory response or no response, then Purchaser's election is deemed an acceptance of the survey objections by the Purchaser and Seller shall have no further obligation to cure the Purchaser's survey objections either prior to or at Closing.

- c. Purchaser shall have the further right to order a run-down title examination(s) at any time prior to Closing, at Purchaser's cost and expense, and to submit to Seller any title and/or survey objections which may have arisen since the initial title and survey examination.
- d. If Seller fails to meet the requirements of Section 12(a), or if Seller has agreed to cure a survey objection pursuant to Section 12(b) and fails to do so, or if Purchaser has additional title and/or survey objections as a result of its run-down title examination pursuant to Section 12(c) and Seller fails to cure such objections, then Purchaser may: (i) delay Closing to a date mutually agreed upon by Seller and Purchaser so that Seller or Purchaser removes or cures such non-permitted exception at Seller's expense; or (ii) terminate this Agreement and receive a full refund of the Deposit.
- e. From the date of this Agreement, Seller shall not permit any further encumbrance on the Property without Purchaser's prior written consent, which consent may be withheld for any reason.

13. Due Diligence Period.

- a. Purchaser, its agents and Purchaser's prospective assignees, shall have the right, during the Due Diligence Period, and at all times during the term of this Agreement, to access the Property, to inspect the Property and to investigate all matters relating thereto, including, but not limited to, existing zoning requirements, the physical condition of the Property, the environmental condition of the Property and its environs, and any other matters Purchaser deems relevant to its decision to purchase the Property.
- b. Purchaser may terminate this Agreement in its sole, absolute and unfettered discretion prior to five o'clock (5:00) p.m. on the last day of the Due Diligence Period. Upon termination of this Agreement during the Due Diligence Period, the Deposit shall be promptly returned to Purchaser.

- c. Purchaser, its agents and Purchaser's prospective assignees, shall provide Seller with proof of the following insurances prior to being provided access to the Property:
 - i. Comprehensive General Liability policy (including insurance with respect to owned or operated motor vehicles which may be provided under a separate policy) as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an additional insured endorsement (broad form) for contractual liability. Limits of liability and property damage in the minimum amounts of one million (\$1,000,000.00) dollars per occurrence and three million (\$3,000,000.00) dollars aggregate. Seller shall be named an additional insured on this policy;
 - ii. Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than one hundred thousand (\$100,000.00) dollars per occurrence for bodily injury liability and one hundred thousand (\$100,000.00) dollars occupational disease per employee with an aggregate limit of five hundred thousand (\$500,000.00) dollars occupational disease;
- d. Purchaser shall repair any damage caused by its investigations and shall restore the Property to substantially the same condition as existed immediately prior to such investigations. Purchaser hereby indemnifies and holds Seller harmless from any liability to the extent related to any negligent act or omission of Purchaser or Purchaser's agents or representatives in the performance of any and all activities conducted on the Property by Purchaser until Closing, unless such liability is the result of Seller's negligence or intentional acts or omissions.

14. Conditions Precedent to Closing. The Closing is subject to and conditioned upon the following:

- a. Seller shall have performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of Closing and shall have cured all defaults;
- b. Seller shall have satisfied all conditions relating to the conveyance of fee simple marketable title insurable at regular rates in accordance with Section 12;

- c. Purchaser has not terminated this Agreement in accordance with the terms set forth in this Agreement; and
- d. The Seller and Purchaser mutually agree as follows concerning the Conditions Precedent to Closing:
 - i. Purchaser shall conduct standard due diligence prior to closing;
 - ii. Each Party shall use its best efforts to perform all conditions required by this Agreement diligently prior to or as of Closing and each Party shall have cured any of its respective defaults prior to Closing or at Closing; and
 - iii. Either Party may waive the performance of a covenant or a condition by the other Party, or may waive the cure of the other Party's default at any time prior to Closing or at Closing.

15. Conditions Precedent to Subsequent Closing. The Closing is subject to and conditioned upon the following:

- a. Receipt by Purchaser of a Final Remediation Document that demonstrates that any area of concern or Hazardous Substance at the Property has been remediated in accordance with all applicable Environmental Laws which document includes a covenant not to sue pursuant to either N.J.S.A. 58:10B-13.1 or N.J.S.A. 58:10B-13.2;
- b. Seller shall have performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of Closing and shall have cured all defaults;
- c. Seller shall have satisfied all conditions relating to the conveyance of fee simple marketable title insurable at regular rates in accordance with Section 12;
- d. Purchaser has not terminated this Agreement in accordance with the terms set forth in this Agreement; and
- e. The Seller and Purchaser mutually agree as follows concerning the Conditions Precedent to Closing:
 - i. Purchaser shall conduct standard due diligence prior to closing;
 - ii. Each Party shall use its best efforts to perform all conditions required by this Agreement diligently prior to or as of Closing and each Party shall have cured any of its respective defaults prior to Closing or at Closing; and

- iii. Either Party may waive the performance of a covenant or a condition by the other Party, or may waive the cure of the other Party's default at any time prior to Closing or at Closing.

16. Time and Place of Closing.

- a. The Closing shall take place within thirty (30) days of satisfaction of the Conditions Precedent to Closing detailed in Section 14. The Closing will be held at the offices of Purchaser's counsel.
- b. If any event constituting a Force Majeure is in effect at the time of the Closing, then the date for the Closing shall be Tolled and suspended for an equal number of days not to exceed twelve (12) months in the aggregate for all Force Majeure or Tolling events.
- c. Seller shall deliver the following documents at Closing in form and substance satisfactory to Purchaser and to Purchaser's Title Company: (1) quitclaim deed; (2) Affidavit of Title; (3) entity resolution; (4) (4) tax and utility bills, if any; (5) Certificate of Compliance with Section 1445 of the Internal Revenue code (FIRPTA), (6) Bill of Sale for any Personalty; (7) IRS Form 1099; and (8) a post-Closing adjustments letter whereby the parties agree to readjust the pro-rations should any error or mistake be discovered within twelve (12) months of Closing. Purchaser shall deliver the Purchase Price and a Title Closing Statement at Closing.
- d. At Closing, Purchaser shall pay the balance of the Purchase Price (after application of a credit for the Deposit and all accrued interest) to the Seller. Purchaser shall make payment at Purchaser's option by either certified check or attorney trust account check or with the consent of Seller by wire transfer.
- e. **Seller will convey the Environmental Carveout to Purchaser for no additional consideration at a subsequent closing to be held within forty-five (45) days of Seller's receipt of title to the Environmental Carveout from the Army.**

- 17. Transfer of Ownership.** At Closing, the Seller shall transfer ownership of the Property to the Purchaser via a properly executed quitclaim deed. The quitclaim deed shall be in a form reasonably acceptable to Purchaser and the Title Company. The quitclaim deed between the Parties shall include a metes and bounds description of the Property that, at Purchaser's election, shall be based upon the boundary survey supplied and paid for by FMERA and which may also recite the survey to be prepared by the Purchaser, at Purchaser's sole cost and

expense. The quitclaim deed between the Purchaser and Seller shall be subject to all notices, CERCLA Covenants, covenants, access provisions, deed provisions and environmental protection provisions recorded upon the Property as set forth in the Army Quitclaim Deed and any covenants and restrictions that must be recorded pursuant to the requirements of N.J.A.C. 19:31C-3.24.

18. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All personal property and fixtures are INCLUDED in this sale but remain subject to the terms of the Lease. It should be noted that the current lessee owns the cell tower and associated communications equipment.

19. Physical Condition of the Property. This Property is being sold “as is”. The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Purchaser has inspected the Property and relies on this inspection and any rights, if any, which may be provided for elsewhere in this Agreement. Until Closing, the Seller agrees to maintain the portion of the grounds lying outside the leasehold area and secure, but not maintain, the improvements.

20. Acknowledgment and Covenants Regarding FOST. Purchaser and Seller agree and acknowledge that the Army is responsible for the environmental investigation and remediation of the Property, as required by applicable law. The Seller agrees to transmit a copy of the FOST for the Environmental Carveout to Purchaser upon receipt from the Army. The Purchaser and Seller agree that to the extent that the notices, covenants, access provisions, deed provisions and environmental protection provisions concerning the Property found in the FOST are contained in the Army Quitclaim Deed, then such terms shall run with the land. Purchaser, its affiliates, assignees, corporate successors, heirs, devisees and personal representatives covenant and hold harmless the Seller, and shall make no claim against the Seller, its successors and assigns, whether based upon strict liability, negligence or otherwise, concerning noise, environmental, land use, pollution, vibrations, or any similar problems, for any damage, direct or consequential, to any person or persons, or to property or otherwise, or for any other relief, which may arise from the condition of the Property or the fact that the Property is subject to the FOST and the Army Quitclaim Deed. This covenant shall survive Closing and/or termination of this Agreement and if the terms are included in the Army Quitclaim Deed, then

such terms shall also run with the land and be binding upon the Purchaser and its successors and assigns.

21. Risk of Loss. Seller shall be responsible for all losses and damages to the Property by fire, windstorm, casualty or other cause, and for all damages or injuries to persons or property occurring thereon or relating thereto (except as may be caused by acts of the Purchaser or its officers, employees, agents, contractors, licensees or sub lessees) prior to Closing. Notwithstanding the foregoing, Seller shall have no obligation to repair, replace or demolish any portion of the Property that is damaged or destroyed prior to Closing, but Seller shall take reasonably appropriate measures to ensure that the Property is secured against vandalism. Seller and Purchaser agree that any damage or destruction to the Property shall not otherwise affect the rights and responsibilities under this Agreement, and that Purchaser shall not be entitled to any offset against the Purchase Price for any damage or destruction to the building, structures, fixtures or improvements located on, under or above the Property that might occur prior to Closing.

22. Environmental Matters.

- a. Purchaser and Seller acknowledge that pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Army will retain responsibility for any Army caused environmental contamination (other than mold, asbestos containing materials, lead-based paint and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of the Army Quitclaim Deed and as otherwise set forth in the RFB. The Parties acknowledge that the quitclaim deed between Seller and the Purchaser shall contain certain covenants required by CERCLA (the "CERCLA Covenants") which covenants are contained in the Army Quitclaim Deed.

The Seller shall not bear any responsibility or liability to the Purchaser or its successors or assigns for the presence of mold, asbestos containing materials, lead-based paint or commercially applied pesticides and termiticides on the Property as of or after the Closing. Purchaser shall be solely responsible for the proper disposal of any mold, asbestos containing materials, lead-based paint or commercially applied pesticides encountered during any renovation or demolition of the improvements on the Property.

- b. If Seller receives notice from any Person at any time prior to the Closing that any Discharge of a Hazardous Substance has occurred on the Property which has not already been documented in the FOST, then Seller shall provide Purchaser with notice of the Discharge on the Property within three (3) days of receiving notice. Seller shall advise Purchaser within thirty (30) days of receiving the notice of Discharge whether Seller or the Army or other responsible third party shall remediate such Discharge and obtain a Final Remediation Document. If Seller advises Purchaser that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge and obtain a Final Remediation Document, then Purchaser shall have thirty (30) days from the receipt of this notice from the Seller to terminate this Agreement and receive a full refund of all Deposits. If Purchaser fails to terminate this Agreement within thirty (30) days of receipt of notice from the Seller that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge, then the Purchaser shall have waived the right to terminate the Agreement due to the Discharge. If Purchaser waives the right to terminate the Agreement after receiving notice from the Seller that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge of a Hazardous Substance on the Property, then Purchaser shall not be entitled to a set off or reduction in Purchase Price at Closing.
- c. If Seller or the Army or the other responsible third party agree to remediate the Property by delivering a Final Remediation Document and Seller or the Army or the other responsible third party subsequently fails to provide the Final Remediation Document prior to the date set for the Closing, then Purchaser may (1) terminate this Agreement and recover all Deposits, or (2) delay Closing to a date reasonably specified by Purchaser to allow sufficient time for Seller or the Army or the other responsible third party to obtain the Final Remediation Document.

23. [Intentionally Omitted]

24. Termination of Agreement. If this Agreement is legally terminated, the Purchaser and the Seller shall be free of liability to each other, except (subject to the terms of Section 11 herein) for the return of the Deposit with all accrued interest that may be owed and any obligations that specifically survive termination of the Agreement.

25. Default by Seller. If Seller shall be unable or fail to convey the Property in accordance with the terms of this Agreement, then Purchaser shall have the right to terminate this Agreement and upon return of the Deposit (together with all interest accrued thereon), this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, except for any rights or obligations that specifically survive the termination of this Agreement.

- a. Purchaser acknowledges that the remedies set forth in this Section 24 are Purchaser's exclusive remedies in the event of any breach of or default under this Agreement by Seller or the inability or unwillingness of Seller to consummate the Closing as provided in this Agreement. In no event shall Purchaser have any claim for any damages against Seller, except as set forth in this Section 24. The terms of this Section 24 shall survive the Closing and/or any termination of this Agreement.
- b. The Purchaser agrees that prior to declaring the Seller in default hereunder, Purchaser shall provide Seller with thirty (30) days advance written notice of such default and Seller shall have the right to cure such default within said thirty (30) day period.

26. Default by Purchaser.

- a. The following occurrences shall be a default by Purchaser of the terms of this Agreement:
 - i. Failure of Purchaser to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of ninety (90) days (if such default cannot be reasonably cured within ninety (90) days, then such obligation to cure shall be extended for such time as is minimally necessary to undertake such cure), after receipt of written notice from the Seller specifying the nature of such failure and requesting that such failure be remedied.
 - ii. Purchaser shall have (a) applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; or (b) a custodian shall have been legally appointed with or without consent of Purchaser; or (c) Purchaser has (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or (d) Purchaser has filed an answer admitting

- iii. Purchaser has abandoned or substantially suspended any work on the Certificate of Occupancy such abandonment or suspension of work shall not be cured, ended or remedied within ninety (90) days after written demand by the Seller.
- iv. The Purchaser shall place on the Property any unauthorized encumbrance or lien on the Property prior to Closing, or shall suffer any levy or attachment to be made on the Property prior to Closing, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Property prior to Closing and the encumbrance or lien shall not have been removed or discharged satisfactorily to the Seller at the sole cost and expense of the Purchaser within ninety (90) days after written demand by the Seller to do so.

- 19

shall have the right to cure such default within ninety (90) of receipt of written notice of the default.

27. Adjustments at Closing/Assessments for Municipal Improvements.

- a. Subject to the provisions of Section 18 above, the Purchaser and Seller agree to adjust the following expenses as of the closing date, as applicable: water charges, sewer charges, and taxes. The Purchaser or the Seller may require that any person with a valid claim or right affecting the Property be paid from the proceeds of this sale.
- b. Certain municipal improvements, including, but not limited to, sidewalks and sewers, may result in the Municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the date of Closing will be paid by the Seller at or before Closing, unless such assessments resulted from action taken by the Municipality in connection with Purchaser's Project, then the Purchaser shall pay such assessments. If the improvement is not completed before the date of Closing then only the Purchaser will be responsible. If the improvement is completed at or before Closing, but the amount of the charge (assessment) has not been determined by the Municipality, the Seller will pay an estimated amount at Closing (unless such assessments resulted from action taken by the Municipality in connection with Purchaser's Project, then the Purchaser shall pay such assessments). When the amount of the charge is finally determined by the Municipality, the Seller will pay any deficiency to the Purchaser (if the estimate proves to have been too low), or the Purchaser will return any excess to the Seller (if the estimate proves to have been too high).

28. Possession. At Closing, the Purchaser will be given possession of the Property subject to the Army's right of access to the Property pursuant to the Army Quitclaim Deed. The delivery of the quitclaim deed for the Property by Seller to Purchaser and possession of the Property from Seller to Purchaser and the acceptance of possession of the Property by Purchaser shall be deemed full performance by Seller of its obligations under this Agreement, except for any duties that expressly survive Closing as provided herein.

29. Liens. In the event that an objection to title consists of an unpaid lien of a defined amount attributable to Seller, Seller has the right to satisfy the lien from the sales proceeds.

30. [Intentionally omitted]

31. Parties Liable. This Agreement is binding upon the Parties and all who succeed to their rights and responsibilities.

32. Assignment.

- a. Seller shall have the right to assign this Agreement without the consent of Purchaser to the State of New Jersey or any division thereof.
- b. Purchaser shall not have the right to assign this Agreement without first obtaining the express written consent of the Seller, which consent shall not be unreasonably withheld provided that:
 - i. the assignee is an Affiliate of the Purchaser;
 - ii. the assignee is approved by the State of New Jersey's Department of the Treasury Chapter 51 Review Unit for compliance with the State of New Jersey's laws governing political contributions;
 - iii. the assignee has demonstrated to the satisfaction of FMERA that the potential assignee has the financial ability to meet the funding requirements of this Agreement and the Project;
 - iv. the assignee provides the Seller with an unqualified and unconditional acceptance of the terms and conditions of this Agreement; and
 - v. the assignment will not delay the Closing or the Completion of the Project.
- c. The Parties agree that if Seller authorizes an assignment in accordance with the terms herein, then Seller shall enforce this Agreement against the assignee and Seller shall release Purchaser from any and all duties, obligations, claims and damages arising under this Agreement, provided that the assignee has unconditionally accepted the assignment of this Agreement.

33. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the Parties, their successors and assigns.

34. Entire Agreement. It is understood and agreed that all understandings and agreements between the parties regarding purchase, sale and conveyance of the Property are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement replaces and supersedes any previous agreements between the Purchaser and the Seller regarding the purchase, sale and conveyance of the Property. This Agreement can only be

changed by an agreement in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other Agreement to sell the Property to anyone else.

35. Governing Law.

- a. This Agreement shall be governed, interpreted, construed and enforced in accordance with, the laws of the State of New Jersey without respect to any principles of conflict of law, both as to interpretation and performance. Seller and Purchaser waive any statutory or common law presumption which would serve to have this document construed in favor and against either party as the drafter.
- b. The Seller and the Purchaser agree that any and all claims made or to be made against the Seller based in contract law, including but not limited to, claims and damages described in Section 23(a) for all out of pocket costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

36. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

37. Headings. The headings of the various Sections and Exhibits of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

38. No Partnership or Joint Venture. Nothing contained in this Agreement will make or will be construed to make the parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between Purchaser and Seller hereunder is that of seller and purchaser. Nor should anything in this Agreement render or be construed to render either of the parties hereto liable to the other for any third party debts or obligations due the other party.

39. No Third-Party Rights or Benefits. Nothing in this Agreement shall be construed as creating any rights of enforcement against any person or entity that is not a party to this Agreement, nor any rights, interest or third-party beneficiary status for any entity or person other than

Purchaser and Seller. This Agreement is not an obligation of the State of New Jersey or any political subdivision thereof (other than FMERA) nor shall the State or any political subdivision thereof (other than FMERA) be liable for any of the obligations under this Agreement. Nothing contained in this Agreement shall be deemed to pledge the general credit or taxing power of the state or any political subdivision thereof (other than FMERA).

- 40. No Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- 41. Time Periods.** All time periods contained in this Agreement shall expire at five o'clock (5:00) p.m. Eastern Time on the date performance is due and any performance after such time and any Notice received after such time shall be deemed to have occurred on the next business day. In the event that any date falls on a weekend or any other day which commercial banks in the State of New Jersey are closed or permitted to be closed, the date shall be deemed to extend to the next weekday.
- 42. Publication.** Purchaser and Seller agree to consult with and cooperate with each other on the content and timing of all press releases and other public announcements relating to the transactions contemplated by this Agreement and that Purchaser shall not issue any announcement or statement without the express written approval of Seller as to the text of the announcement.
- 43. Recording or Notice of Pendency.** Purchaser shall not record nor attempt to record this Agreement; however, Purchaser may record the following: a) a memorandum or "short form" of this Agreement, b) a Notice of Settlement or c) other reporting requirements under the Federal Securities Laws or other securities laws applicable to the Purchaser, provided that the documents that Purchaser proposes to record are provided to the Seller for review and approval, which shall not be unreasonably delayed or withheld, prior to recording. In the event Purchaser records this Agreement, without having obtained the prior written consent of Seller thereto,

then Purchaser shall be deemed in material incurable default under this Agreement and Seller shall be authorized without any notice whatsoever: (i) to terminate this Agreement and (ii) to take the Initial Deposit set forth in Section 5, including interest as liquidated damages, such damages being difficult, if not impossible to ascertain. This Section shall survive the termination of the Agreement.

44. Authority Representations of Purchaser and Seller. Purchaser and Seller hereby represent to each other on and as of the date of this Agreement and on and as of the transfer(s) provided for herein, that each have full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required action and approvals therefore have been duly taken and obtained. The individual(s) signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller and Purchaser shall be duly authorized to sign the same on Purchaser's and Seller's behalf and to bind Seller and Purchaser thereto. This Agreement and all documents to be executed pursuant to Seller and Purchaser are and shall be binding upon and enforceable against Seller and Purchaser in accordance with their respective terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulations or ruling of any court or governmental authority, or conflict with, result in a breach of, or constitute a default under any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchase or Seller is bound.

45. Lis Pendens. Unless Seller defaults, Purchaser hereby waives any right or privilege to place a lis pendens upon the Property or any property owned or controlled by FMERA and, accordingly, notwithstanding anything contained herein to the contrary, Purchaser shall be liable for all damages, including, but not limited to Seller's costs of removing the lis pendens for Purchaser's failure to comply with the terms hereof. This Section shall survive the termination of this Agreement.

46. Political Campaign Contributions.

a. For the purpose of this Section, these terms shall be defined as follows:

- i. **"Contribution"** means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (C.19:44A-1 et seq.), a contribution made to a legislative leadership

committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of three hundred (\$300.00) dollars during a reporting period are deemed “reportable” under these laws.

ii. **“Business Entity”** means:

1. A for-profit entity as follows:

- a. In the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls ten (10%) percent or more of the stock of corporation;
- b. In the case of a general partnership: the partnership and any partner;
- c. In the case of a limited partnership: the limited partner and any partner;
- d. In the case of a professional corporation: the professional corporation and any shareholder or officer;
- e. In the case of any limited liability company; the limited liability company and any member;
- f. In the case of a limited liability partnership; the limited liability partnership and any partner;
- g. In the case of a sole proprietorship; the proprietor; and
- h. In the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

- 2. Any subsidiary directly or indirectly controlled by the Business Entity;
- 3. Any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Business Entity, other than a candidate committee, election fund, or political committee;
- 4. Principals who own or control more than ten (10%) percent of the profits or assets of a Business Entity or ten (10%) percent of the stock in the

case of a Business Entity that is a corporation for profit (“Principals”);
and

- 5.** With respect to an individual who is included within the definition of Business Entity, the individual’s spouse or civil union partner, and any child residing with the individual, provided, however, that, P.L. 2005, c. 51 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of Section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et. seq.) (“Chapter 51”)
- iii.** PL 2005, c. 51 means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).
- b.** The terms, restrictions, requirements and prohibits set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Purchaser shall be a material term of this Agreement.
- c.** Purchaser hereby certifies to FMERA that commencing on and after October 15, 2004, Purchaser (and each of its Principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Purchaser and Seller pursuant to P.L. 2005, c. 51. Purchaser hereby further certifies to the Seller that any and all certifications and disclosures delivered to the Seller by Purchaser (and each of its Principals, subsidiaries and political organization included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Seller shall have the right to declare this Agreement to be in default.

- d. Purchaser hereby covenants that Purchaser (and each of its Principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any Contributions of money, or pledge of a Contribution, including in-kind Contributions, to a candidate, committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Section 44 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Purchaser (and each of its Principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L., c. 51, the Seller shall have the right to declare this Agreement to be in default.
- e. In addition to any other Event of Default specified in this Agreement, the Seller shall have the right to declare an event of default under this Agreement if: (i) Purchaser (or any of its Principals, subsidiaries and political organization included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Purchaser (or any of its Principals, subsidiaries and political organizations included within the Definition of Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or County party committee; (v) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicits by Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) directly would

violate the restrictions of P.L. 2005, c. 51; (vi) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Purchaser (or any of its Principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51 or (ix) any material misrepresentations exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Purchaser to the Seller in connection with this Agreement.

- f. The Parties agree that on May 30, 2014 FMERA received confirmation from the Department of Treasury's Chapter 51 Review Unit that Purchaser was approved for 2 year Chapter 51/EO117 certification. Purchaser hereby acknowledges and agrees that pursuant to P.L.2005, c. 51, Purchaser shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Purchase Price is paid to FMERA, any Contribution is made by Purchaser and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, FMERA shall have the right to declare this Agreement to be in default.

47. Notices: Any notices required to be given under this Agreement must be in writing and shall be addressed as follows:

TO: Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
Oceanport, New Jersey 07757
Attention: Bruce Steadman, Executive Director

CC: _____

AND

TO: _____

CC: _____

- a. All notices which must be given under this Agreement are to be given either by:
 - i. personal service,
 - ii. certified mail, return receipt requested, addressed to the other party at their address specified above, or
 - iii. overnight delivery service, addressed to the other party at their address specified above (e.g. Federal Express, United Parcel Service, DHL, United State Postal Service Next Day Mail).
- b. Either party may change the address to which notice must be provided pursuant to this Agreement by providing notice, in accordance with this provision, to the other party at that party's last-identified address, provided that such change of address shall not take effect until five (5) days following the date of such notice.
- c. Each party authorizes the other to rely in connection with their respective rights and obligations under this Agreement upon approval by the parties named above or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

48. Brokerage Commissions. Seller and Purchaser represent to each other that neither party has had any dealings with any other broker, salesperson or agent in connection with the sale of the Property. In no event shall Seller be responsible for any commission to a broker arising from this transaction. The provisions of this Section shall survive Closing and/or any termination of this Agreement.

49. Counterparts. This Agreement may be simultaneously executed in several counterparts, or with counterpart signature pages, and may be delivered by facsimile or electronic mail, it being understood that all such counterparts or counterpart signature pages, taken together, shall constitute one and the same instrument.

50. Exhibits. By execution of this Agreement, Purchaser acknowledges receipt of all Exhibits described in this Agreement, which have been delivered previously to Purchaser in a package separate from this Agreement.

51. Recitals. The Recitals are incorporated herein as if restated at length.

52. Right of Entry.

- a.** Provided that Purchaser has not terminated this Agreement or is in default hereunder, at any time subsequent to Purchaser's completion of Due Diligence, Purchaser may request that Seller grant Purchaser a license to use and enter the Property prior to Closing. The license will be for one (\$1.00) dollar and will be on an absolutely triple net basis.
- b.** The parties agree that the license for right of entry is not intended and will not create a leasehold interest in the Property, and that Purchaser will be precluded from sub-licensing or sub-leasing the Property during the license term. The license will terminate upon Closing or earlier termination of this Agreement.
- c.** Seller will not, under any circumstance, reimburse the Purchaser for undertaking any improvements to the Property and Seller will own any fixtures that the Purchaser installs until title closing occurs.
- d.** Purchaser agrees that any work undertaken by Purchaser and its consultants and/or contractors will comply with all applicable permits, approvals, ordinances, statutes, regulations, building codes and other applicable laws.
- e.** Purchaser covenants and agrees to, at all times, indemnify, protect and save harmless FMERA and the Army from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges, which FMERA or the Improvements may directly or indirectly suffer, sustain or be subject to by reason or on account of Purchaser's entry upon the Premises or the conduction of the Activities by Purchaser, its contractors, subcontractors, agents, officers, employees or invitees. In addition, Purchaser shall require its respective contractors, consultants, agents, and representatives to defend, indemnify, and hold harmless FMERA and the Army from and against any and all claims, actions, suits, complaints, and proceedings, including but not limited to any attorney's fees, costs of defense, judgments and damages which arise from or are in any way connected with the contractors', consultants', agents', or representatives' entrance upon the Property.
- f.** All consultants, agents, assignees, contractors, subcontractors, officers, or employees of Purchaser shall be covered by adequate Workers' Compensation.

- g.** Purchaser agrees that any claims asserted against FMERA based in contract law in connection with this permit shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and that any claims asserted against FMERA based in tort law in connection with this permit shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.
- h.** Purchaser agrees that it:

 - i.** will not create any condition during its entry upon the Property, which violates any municipal, state or other regulatory agency or is dangerous.
 - ii.** will not permit the creation of any liens affecting the Property during the pendency of this Agreement and shall promptly pay and discharge any claims or liabilities which may become a lien against the Property.
 - iii.** will maintain in force and effect, insurance for liability and property damage in the minimum amounts of one million (\$1,000,000.00) dollars per occurrence and three million (\$3,000,000.00) dollar aggregate naming the FMERA and the Army as additional insureds and provide proof of same to the FMERA prior to entry on the Property.

53. Utilities.

- a.** Seller shall provide interim access to the electric service over the existing systems at cost.
- b.** Purchaser shall be responsible for replacement, repair, maintenance and/or relocation of all utilities within the Property, subject to Seller's review and approval, which approval shall not be unreasonably withheld.

54. Cooperation.

- a.** Purchaser and Seller agree to cooperate with each other in Purchaser's efforts to obtain a Certificate of Occupancy, if required, and to that end agree, when necessary, to consent to the filing of applications and to execute other documents, declarations and or maps required to be signed by either of the parties and returned within seven (7) calendar days of delivery to the other Party. This time period is deemed to be a reasonable opportunity to review any document required in connection with this Agreement. Where required by law, FMERA will sign as owner or applicant on applications made by the Purchaser. Any delay beyond these

time periods shall constitute an event entitling Purchaser to Tolling of the time periods set forth herein for performance by the Purchaser.

b. Seller shall join Purchaser in filing and recording a subdivision plat or plats in the County Clerk's office, which facilitates the dedication of streets, rights-of-way, and any easements, to the extent reasonably necessary, prior to the Closing provided that the cost and expense for same is paid solely by the Purchaser.

55. [Intentionally Omitted]

Wherefore the Seller and Purchaser have signed this Agreement as of the date first written above.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY, Seller

By: _____
Bruce Steadman
Executive Director

ATTEST:

_____, Purchaser

By: _____
(Name)
(Title)

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, (the “Purchaser”), by _____, the _____ of Purchaser on behalf of the Purchaser.

Attorney

[illegible]

The foregoing instrument was acknowledged before me this ____ day of ____ 2019, by Fort Monmouth Economic Revitalization Authority, a public body corporate and political constituted as an independent authority and instrumentality of the State of New Jersey, pursuant to P.L. 2010, c. 51 , by Bruce Steadman, its Executive Director, on behalf of Seller.
