

**CAPITAL CITY REDEVELOPMENT CORPORATION**  
**REQUEST FOR OFFERS TO PURCHASE AND REDEVELOP REAL PROPERTY**  
**FORMER TAXATION BUILDING**

**Date: September 10, 2024**

**Addendum #1**

The following constitutes an Addendum #1 to the Request For Offers To Purchase And Redevelop Real Property (RFOTP), which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum includes, as described in subsequent pages, changes to the Purchase, Sale, And Redevelopment Agreement (PSARA) and reopening the Question and Answer period and extending the submission deadline.

This Addendum is divided as follows:

- Part 1: Answers to Bidder Proposed Revisions to PSARA
- Part 2: Answers to Bidder Questions or Clarifications on PSARA and RFOTP
- Part 3: Bidder Questions and Comments

It is the sole responsibility of the Bidder to be knowledgeable of all the additions, deletions, clarifications and modifications to the RFOTP and PSARA set forth in this Addendum and any other addendum issued.

All other instructions, terms and conditions of the RFOTP shall remain the same.

**PLEASE TAKE NOTE:**

- **A SECOND QUESTION AND ANSWER PERIOD IS PROVIDED FOR THROUGH 5 PM ON MONDAY, SEPTEMBER 23<sup>RD</sup> 2024.**
- **THE PROPOSAL SUBMISSION DEADLINE HAS BEEN EXTENDED TO NOON ON THURSDAY, OCTOBER 24<sup>TH</sup>, 2024 AND THE PROPOSAL OPENING AT 12:30 PM ON THAT SAME DATE.**
- **FOR BIDDERS CONSIDERING FORMING A SPECIAL PURPOSES ENTITY, SEE RESPONSE TO COMMENT 46 IN PART 1 DESCRIBING THE INFORMATION THAT MUST BE SUBMITTED WITH THE PROPOSAL REGARDING THE SPECIAL PURPOSES ENTITY.**

**Part 1: Answers to Bidder Proposed Revisions to PSARA**

No.	PSARA Section	Bidder Proposed Revision or Comment	CCRC Response
1.	2. Definitions.	<p>k. <del>“Due Diligence Period”</del> means the ninety days (90) day period commencing on the latter of NEW DATE or the Effective Date of this Agreement and ending at five o’clock (5:00) p.m. on the ninetieth (90<sup>th</sup>) 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 may, at Purchaser’s written request, be extended for two (2) additional forty five (45) day periods with CCRC’s approval (“<b>Due Diligence Extension Period</b>”), to complete any environmental investigations. <u>The Purchaser may terminate this Agreement for any reason whatsoever prior to the expiration of the Due Diligence Period or any applicable Due Diligence Extension Period, by providing CCRC with written notice of its desire to terminate the Agreement. Upon providing such notice, any Deposit paid by Purchaser shall be promptly returned to Purchaser.</u></p>	<p>CCRC agrees that the Purchaser may terminate this Agreement for any reason and at any time prior to the expiration of the Due Diligence Period and be refunded the deposit. See revisions reflected in the revised PSARA.</p>
2.	2. Definitions.	<p><del>l. “Due Diligence Period Extension Payment” means a payment made in exchange for a specific extension of time for the Due Diligence Period.</del></p>	<p>CCRC rejects this proposed revision.</p>
3.	2. Definitions.	<p><del>n.m.</del> <b>“Financing Period”</b> means the <del>threefive</del> hundred and <del>sixtyforty</del> five (365<del>545</del>) day period commencing at the conclusion of the <b>Due Diligence Period</b> and ending at five o’clock (5:00) p.m. <del>on the threefive hundred and sixtyforty fifth (365<sup>th</sup>545<sup>th</sup>) day thereafter,</del> during which period the Purchaser will seek to obtain, at its sole cost and expense, all necessary financing required to effectuate construction, tenancing, and commencement of operations of the Project. The Financing Period may, at Purchaser’s written request, be extended for three (3) additional ninety (90) day periods with CCRC’s approval (“<b>Financing Extension Period</b>”), to allow for the obtainment of required Project financing. The Financing Period concludes upon the simultaneous closing of title and project financing or with the expiration of time permitted to obtain project financing.</p>	<p>CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.</p>
4.	2. Definitions.	<p><del>o. “Financing Period Extension Payment” means a payment made in exchange for a specific extension of time for the Financing Period.</del></p>	<p>CCRC rejects this proposed revision.</p>
5.	2. Definitions.	<p><del>u-s.</del> <b>“Permits and Approvals Period”</b> means the <del>onethree</del> hundred and <del>eighty</del> (180<del>sixty five</del> 365) day period commencing at the conclusion of the <b>Due Diligence Period</b> and ending at five o’clock (5:00) p.m. on the <del>onethree</del> hundred <del>eightieth</del> (180<del>th</del> and <del>sixty fifth</del> 365<del>th</del>) day thereafter, during which period the Purchaser will seek to obtain, at its sole cost and expense, all necessary permits and approvals for the construction, tenancy, and operations of the Project. The Permits and Approvals Period may, at Purchaser’s written request, be extended for three (3) additional ninety (90) day periods with CCRC’s approval (“<b>Permits and Approvals Extension Period</b>”), to allow for the obtainment of required permits and approvals.</p>	<p>CCRC rejects this proposed revision as written; however, CCRC will revise the PSARA so that the “Permits and Approvals” period means a two hundred and seventy day period. CCRC will also include an “Approval Tolling” definition which will pause the clock for “Permits and Approvals Period” once CCRC is notified that all required information has been submitted to the municipality. See revisions reflected in the revised PSARA.</p>
6.	2. Definitions.	<p><del>v. “Permits and Approvals Period Extension Payment” means a payment made in exchange for a specific extension of time for the Permits and Approvals Period.</del></p>	<p>CCRC rejects this proposed revision.</p>
7.	5. The Purchase Price.	<p><del>If however Purchaser is not able to close timely due to non-performance with respect to due diligence, permits and approvals, or financing period deadlines, any and all extension payments made will be forfeited, and extension payments will be non-refundable and will remain with the seller.</del></p>	<p>CCRC rejects this proposed revision; however, CCRC has made modifications to this paragraph. See revisions reflected in the revised PSARA.</p>

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8.	7. Redevelopment Project, Due Diligence and Project Approvals...	<p>b. <u>Due Diligence and Project Approvals</u></p> <p>i. Upon expiration of the Due Diligence Period and any additional Due Diligence Extension Period, the entire Deposit shall become non-refundable, <u>unless otherwise provided for in the PSARA.</u></p>	CCRC rejects this specific change but has addressed the issue with inclusion of a definition of Approval Tolling.
9.	7. Redevelopment Project, Due Diligence and Project Approvals...	<p>c. <u>Financial Assurances and Guarantees</u></p> <p><del>i. Purchaser will obtain payment bonds sufficient to ensure completion of the Project as proposed. The Purchaser shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.</del></p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.
10.	9. Title and Survey Investigation.	<p>b. Purchaser may obtain and deliver a title commitment from the title company along with a list of title objections identified by Purchaser to Seller ("<b>Title Objections</b>") and may obtain <del>ana Boundary or</del> ALTA Survey no later than <del>thirty (30)</del><u>sixty (60)</u> days from the Effective Date. Not later than fifteen (15) business days after Seller receives the Title Objections, Seller shall notify Purchaser which of the objections, if any, Seller shall cure prior to or at 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 (i) terminate this Agreement within thirty (30) days of receipt of Seller's response (or within thirty (30) days of Seller's failure to respond) <u>and receive a full return of all Deposit monies paid,</u> or (ii) proceed under this Agreement. If Purchaser elects to proceed under this Agreement after Seller supplies an unsatisfactory response or no response, then Purchaser's election is deemed an acceptance of the Title Objections by the Purchaser and the Seller shall have no further obligation to cure the Title Objections either prior to or at Closing.</p>	<p>CCRC accepts the proposed revisions that the Purchaser or Seller obtain Boundary or ALTA Survey no later than sixty (60) days from the effective date. See revisions reflected in the revised PSARA.</p> <p>CCRC rejects the proposed revision that adds that purchaser would receive a full return of all Deposit monies paid if the purchaser is dissatisfied with Seller's response or lack of response.</p>
11.	9. Title and Survey Investigation.	<p>iii. terminate this Agreement, whereupon the entirety of the Deposit(s) made and all interest accrued thereon shall be promptly returned to Purchaser by the Deposit Holder, <u>together with out of pocket costs incurred by Purchaser for title, survey, financing, etc. not to exceed \$10,000.</u></p>	CCRC rejects this proposed revision.
12.	9. Title and Survey Investigation.	<p>e. <u>At the Closing, Seller will be deemed to have sold, assigned and conveyed to Purchaser all of Seller's right, title, interest, benefits and claims, if any, in the following (collectively, the "Property Documents"):</u></p> <p>(a) <u>Any and all then-existing or pending: (i) development agreements; (ii) permits; (iii) licenses; (iv) variances; (v) consents and (vi) approvals, pertaining to the Property currently in Seller's possession.</u></p> <p>(b) <u>Any and all then-existing: (i) title policies; (ii) reports; (iii) inspection results; (iv) site analyses; (v) soil analyses; (vi) surveys; (vii) site plans; (viii) engineering reports and plans; (ix) environmental reports and certifications (x) and any other plans, specifications and drawings prepared for or about the Property currently in Seller's possession.</u></p>	CCRC rejects this proposed revision.
13.	11. Due Diligence Period.	<p>c. Purchaser may terminate this Agreement in its sole, absolute and unfettered discretion by delivering written notice of such termination to the Seller prior to five o'clock (5:00) P.M. on the last day of the Due Diligence Period or Due Diligence Extension Period, if applicable, and receive a full refund of the Deposit(s) made, and all interest accrued thereon <del>so long as it has received no additional extensions.</del></p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.
14.	11. Due Diligence Period.	<p>f. The Due Diligence Period may be extended up to twice, each extension for up to 45- days. Subject to confirmation by Seller that Purchaser is making progress on its Due Diligence work, <del>each extension shall be executed upon deposit of a \$25,000 non-refundable payment— creditable towards eventual purchase price.</del></p>	CCRC rejects this revision. However, the PSARA has been amended to allow for due diligence extension payments to be refundable during the due diligence period and non-refundable after due diligence has concluded. See revisions reflected in the revised PSARA.

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15.	11. Due Diligence Period.	<p><del>g.</del> If upon the completion of the Due Diligence Period Purchaser elects to preserve this Agreement and work towards closing of title, the Deposit <del>and any extension payments made</del> shall be non-refundable except that such payments will be credited against the agreed purchase price at Closing, <del>should Closing occur or otherwise returned to Purchaser as herein specifically provided. Regardless of whether the Due Diligence Period and any Due Diligence Extension period has expired, the Deposit shall be returned in full if the Purchaser is unable to timely obtain the Permits and Approvals as noted below, or terminates the Agreement for any permitted reason hereunder.</del></p>	CCRC rejects this proposed revision.
16.	11. Due Diligence Period.	<p><del>h.</del> After the execution of this Agreement, Purchaser shall have the right to review, at Seller or Seller's agent's offices, copies of all of the following, which Buyer may copy for its own records (collectively, the "Records"), to the extent that they are in Seller's possession or are reasonably available to Seller: the Property Documents; property tax bills for the Property for the current tax fiscal year (and copies of any correspondence with the taxing or assessing authorities); and any notices, suits, orders, decrees or judgments of or relating to any violations of or compliance required with applicable laws concerning the Property or its use or development (collectively, the "Violation Notices"). If Seller thereafter receives or becomes aware of new Records or Violation Notices or modifications or updates thereof, it will promptly deliver copies to Purchaser.</p>	<p>CCRC partially accepts the first three lines of this proposed edit up to "possession." See revisions reflected in the revised PSARA. The remaining proposed edits are not accepted.</p> <p>Bidders should note that the building is currently tax exempt as it is owned by the State.</p>
17.	12. Permits and Approvals Period	<p>a. The Permits and Approvals Period may, at Purchaser's written request, be extended for three (3) additional ninety (90) day periods with CCRC's approval ("Permits and Approvals Extension Period"), to allow for the obtainment of required permits and <del>final unappealable</del> approvals:</p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.
18.	12. Permits and Approvals Period	<p>b. Subject to confirmation by Seller that Purchaser is making progress on its Permits and Approvals work, <del>each extension shall be executed upon deposit of a \$50,000 non-refundable payment— creditable towards eventual purchase price.</del></p>	CCRC rejects this proposed revision.
19.	12. Permits and Approvals Period	<p><del>c.</del> Any extension payment made during the Permits and Approvals Period shall be non-refundable except that such payments will be credited against the agreed purchase price at Closing, <del>should Closing occur.</del></p>	CCRC rejects this proposed revision.
20.	13. Financing Period	<p><del>b.</del> Subject to confirmation by Seller that Purchaser is making progress on its Financing work, each extension shall be <del>executed upon deposit of a \$50,000 non-refundable payment— creditable towards eventual purchase price granted.</del></p>	CCRC rejects this proposed revision.
21.	13. Financing Period	<p><del>c.</del> Any extension payment made <del>in the event Purchaser is unable to obtain financing for the project, the Purchaser shall have the option to terminate this Agreement</del> during the Financing Period <del>shall be non-refundable except that such payments or any applicable Financing Extension period and receive a full and immediate refund of all Deposit monies paid. will be credited against the agreed purchase price at Closing, should Closing occur.</del></p>	CCRC agrees to modify the PSARA to add an additional 90 days to the Financing Period. Please note that the Financing Period and Approval and Permit Period begins upon the end of the Due Diligence Period. See revisions reflected in the revised PSARA.
22.	14. Conditions Precedent to Closing.	<p>vii. Purchaser shall secure all local, municipal, and State permits and <del>unappealable</del> approvals necessary to effectuate the Project.</p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.
23.	14. Conditions Precedent to Closing.	<p><del>ix.</del> Purchaser shall obtain a PILOT for the Property.</p>	CCRC rejects this proposed revision. While a PILOT may be a component of a bidders financing plan for the project, it is not a component required by CCRC.
24.	15. Time and Place of Closing.	<p>b. Seller shall deliver the following documents at Closing in form and substance satisfactory to Purchaser and the title company:</p> <p><del>i.</del> Quitclaim deed; <del>i.</del> Bargain &amp; Sale Deed w/ Covenants against Grantors' Acts;</p>	CCRC rejects the proposed revision. A template deed is included as an Exhibit to the PSARA.
25.	15. Time and Place of Closing.	<p><del>v.</del> Payment of all Real Property transfer taxes, including the mansion tax;</p>	CCRC rejects this proposed revision.
26.	15. Time and Place of Closing.	<p><del>vi-vii.</del> Such other documentation as reasonably requested by the Title Company <del>or Purchaser's lender</del> to complete Closing.</p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.

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27.	16. Transfer of Ownership & Seller Representations and Warranties.	<u>16. 16. Transfer of Ownership &amp; Seller Representations and Warranties.</u>	CCRC rejects this proposed revision.
28.	16. Transfer of Ownership & Seller Representations and Warranties.	<u>a. Upon receipt of payment of the balance of the Purchase Price 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 deed shall be a Bargain &amp; Sale Deed With Covenant Against Grantor's Acts.</u>	CCRC rejects this proposed revision.
29.	16. Transfer of Ownership & Seller Representations and Warranties.	<p><u>b. Seller hereby represents and warrants to the best of Seller's knowledge to the Purchaser on the date of this Agreement and reasserts on the Closing Date as follows:</u></p> <p><u>i. Seller is the sole legal owner of the Property in fee simple and the Property is not subject to any lease, option, right of first refusal or agreement of sale. Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and its execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and will not conflict with, or result in a breach of, any laws or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which it is bound.</u></p> <p><u>ii. No abatement proceedings are pending with reference to any real estate taxes assessed against the Property. There are no betterment assessments or other special assessments presently pending with respect to any portion of the Property, and Seller has received no notice of any such special assessment being completed.</u></p> <p><u>iii. At Closing, there will be no service agreements or other agreements or contracts concerning or affecting the Property or that will be binding on Buyer, and no party other than Buyer has or will have any rights or options to purchase, use or occupy all or any part of the Property or any interest therein.</u></p> <p><u>iv. The documents and instruments furnished by Seller to Buyer will be true, accurate and complete copies or originals and will include all amendments.</u></p> <p><u>v. There is water, electrical and telephone service lines located in public streets or ways adjacent to the Property.</u></p> <p><u>vi. Seller has received no outstanding Violation Notices which remain uncured as of this date, and the Property is not in violation of any applicable laws. Seller shall be responsible to pay to cure any and all code violations, including but not limited to elevator, DCA, City violations etc. Seller shall bring all certificates current prior to Closing.</u></p> <p><u>vii. The Property is current with all local, City, State and/or Federal required and</u></p>	CCRC rejects these proposed revisions.

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		<p><u>necessary certifications for the Property and there are no violations of record. If after Closing Purchaser applies for transfer of certifications Seller shall remain responsible for any and all annual fees, balances, charges violations for dates prior to Closing.</u></p> <p><u>viii. There are no suits, actions or proceedings noticed, pending or threatened, against or affecting the Property or Seller before any court or governmental or administrative agency, authority or officer which would affect these transactions or the Property or its development, use, operation or condition, financial or otherwise, including without limitation, any condemnation, eminent domain or similar proceedings, nor have any unconstructed improvements been approved or required for, on or in connection with the Property.</u></p> <p><u>ix. Seller has no knowledge of, and has not at any time caused or knowingly permitted the presence, use, generation, release, discharge, storage, disposal, transportation, abatement or remediation of or failure to disclose any Hazardous Materials on, in, to or from the Property, including but not limited to asbestos. If the Property is found to contain asbestos, Buyer shall have the right to terminate this Agreement and receive a full and immediate return of the Deposit.</u></p> <p><u>x. Seller represents that there are no Underground Storage Tanks (the "UST's") on the Property. If Buyer's inspection reveals that there are any UST's on the Property, Buyer shall have the right to terminate this Agreement and receive a full and immediate return of the Deposit.</u></p> <p><u>xi. No consent, notice or approval of any person, entity, or governmental authority is required with respect to (i) the execution and delivery of this Agreement and any document pursuant hereto by Seller, or (ii) the consummation of Seller of the transaction contemplated hereby or any document pursuant thereto, or (iii) the performance by Seller of the transactions contemplated hereby or any document to be delivered pursuant hereto. The execution, delivery and performance of this Agreement and any document to be delivered pursuant hereto by Seller and consummation of the</u></p>	

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		<p><u>transactions contemplated hereby and thereby by Seller does not (A) violate any law binding on Seller, (B) result in a breach or default under or give any person the right upon the giving of notice (or lapse of time or both) to declare a default or exercise a remedy under, or to cancel, terminate or modify, any contract or lease of other binding commitment or agreement of Seller, (C) violate any provision of the limited liability company agreement of Seller, (D) violate any provision of any other organizational document of seller, or (E) result in the creation of any lien upon any of the Property;</u></p> <p><u>xii. Seller has received no written notice of any civil, criminal or administrative suit, claim, hearing, violation, investigation, proceeding or demand against Seller related to the Property relating in any way to a Release, the use of Hazardous Materials or compliance with Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, order, decree, rule or regulation and any common laws regarding radioactive materials, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. ("TSCA"), the Clean Air Act, 42 U.S.C. § 7401, et seq. ("CAA"), the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq. ("FWPCA"), the Safe Drinking Water Act, 42 U.S.C. § 3001, et seq. ("SDWA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq. ("HMTA") and the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq. ("EPCRA"), the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq. ("ESA"), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq. ("FIFRA") and other comparable federal, state or local laws, each as amended, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder. The term "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, "Hazardous Materials" will include: crude oil, used oil, petroleum and petroleum products or any fraction thereof, radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials (whether or not friable); lead paint; polychlorinated biphenyls, urea formaldehyde in any of its forms; and any substance defined as "hazardous substances," "extremely hazardous substances," "hazardous waste," "hazardous materials," "chemical substance or mixture," "solid waste," "hazardous chemicals," "toxic substances," "hazardous air pollutants," "pollutants," "contaminants," or "toxic chemicals" under any of the CAA, CWA, RCRA, CERCLA, EPCRA, SDWA, TSCA or OSHA. The term "Release" shall mean the discharge, disposal, deposit, injection, dumping, spilling, leaking, leaching, placing, presence, pumping, pouring, emitting, emptying, escaping, or other release of any Hazardous Material.</u></p> <p><u>xiii. Seller has no knowledge of any application for any zoning change or pending zoning ordinance amendment which would affect the Property. Seller represents that the Property and the present use and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations applicable to the Property. This Agreement is subject to the existing zoning for the subject Property. Buyer reserves the right to void this Agreement in the event the Buyer's due diligence or title search discloses any deed restriction, covenant, site plan approvals, zoning or subdivision requirements, zoning or planning restriction or any easement, grant, or restriction of any nature which prevents the use and enjoyment of the Property.</u></p>	

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		<p>xiv. <u>Each of the representations and warranties set forth in this Section 11.1 of this Agreement as well as throughout the Agreement (collectively, "Seller's Representations") shall be deemed to have been remade at and as of the Closing Date with the same force and effect as if first made on and as of the Closing Date and shall survive Closing.</u></p>	
30.	17. Personal Property and Fixtures.	<p>c. <u>Notwithstanding the foregoing, the Property shall be delivered on the Closing Date in broom clean condition.</u></p>	CCRC rejects this revision.
31.	18. Sold As Is.	<p>18. <u>Property Sold As Is.</u>  This Property is being sold "AS IS," subject to Purchaser's rights under the Due Diligence Period and Financing and Title contingencies. 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. <u>Notwithstanding the foregoing, Purchaser shall not be liable or responsible for any environmental hazards or conditions existing on the Property prior to the Closing Date and the Seller shall indemnify and hold the Purchaser harmless from any such claims prior to the Purchaser taking title to the Property. This provision shall survive the Closing.</u></p>	<p>CCRC accepts the revision up to Financing. See revisions reflected in the revised PSARA.</p> <p>CCRC rejects the last proposed sentence. Note that the property sale is subject to CERCLA and NJ law.</p>
32.	20. Environmental Matters.	<p>20. <u>Environmental Matters.</u>  The Parties hereby expressly acknowledge that the CCRC and Seller has made no representation as to the environmental condition of any part of the Property. The Parties hereto further expressly acknowledge and agree that to the extent any portion of the Property requires remediation, or causes any other property to require remediation, CCRC and Seller shall have no responsibility therefor. The Parties hereto expressly agree and acknowledge that it shall be the sole responsibility of Purchaser to undertake and pay the cost of any and all remediation, compliance, environmental testing, and/or other analyses for the Property, and that CCRC and Seller have no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other parcel or property which may claim contamination arising from the Property. Purchaser shall defend, protect, indemnify and hold harmless CCRC and Seller and its officers, employees and agents from any claim which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Property, including without limitation, claims against CCRC and Seller and its officers, employees and agents by any third party, <u>on or after the date of Closing for environmental issues conditions or concerns occurring on or after the date of Closing.</u></p>	CCRC accepts this revision. See revisions reflected in the revised PSARA.
33.	21. Termination of Agreement.	<p>21. <u>Termination of Agreement.</u>  If this Agreement is legally and rightfully terminated in accord with any provision herein (excluding termination resulting from a default by either Party as specified in Sections 22 and/or 24) or by mutual agreement of the Parties, <del>the provisions of this Section 21 shall apply. Deposit paid shall be completely and immediately refunded to the Purchaser.</del> In such termination, the Parties shall be released from any liability to each other. <del>If any of the Deposit (e) made is refundable [f such event, Seller shall direct the Deposit Holder to return the refundable deposit(s), and all interest accrued thereon, to the Purchaser and that the Parties shall remain responsible for any other obligations that specifically survive termination of the Agreement. If any of the Deposit (e) made are non-refundable, the Deposit Holder shall pay the Seller the Deposit (e) and all interest accrued thereon.</del></p>	CCRC rejects this revision.
34.	22. Default by Seller.	<p>22. <u>Default by Seller.</u>  a. <u>The following occurrences shall be a default by Seller of the terms of this Agreement:</u>  i. <u>Failure to convey the Property in accordance with the terms of this Agreement shall be a default by Seller of the terms of this Agreement.</u>  ii. <u>Failure of Seller to observe and perform any covenant, condition, representation, obligation as set forth in this Agreement.</u></p>	CCRC rejects this revision.
35.	23. Remedies Upon Default by Seller.	<p>b. In the event that Seller does not cure said default in said sixty (60) day period then the Purchaser may terminate this Agreement at which time the Deposit Holder shall return the Purchaser's Deposit(s) and all interest accrued thereon, <u>together with all out of pocket expenses incurred by Purchaser for title, survey and financing not to exceed \$10,000 if such Seller Default occurs during the Due Diligence Period. If the Seller Default occurs after Purchaser has applied for Permits and Approvals, Seller shall return the Purchaser's Deposit(s) and all interest accrued thereon, together with all out of pocket expenses incurred by Purchaser for title, survey, financing and all other zoning/planning board application expenses including reasonable attorneys' fees not to exceed \$25,000.</u> Purchaser acknowledges that the remedies set forth in this Subsection 23(b) are Purchaser's sole and 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 and the Parties shall be free of liability to each other, except that the Parties shall remain responsible for any other obligations that specifically survive termination of the Agreement.</p>	CCRC accepts this revision. See revisions reflected in the revised PSARA.



No.	PSARA Section	Bidder Proposed Revision or Comment	CCRC Response
36.	24. Default by Purchaser.	ii. Failure of Purchaser to observe and perform any covenant, condition, representation, obligation as set forth in this Agreement <u>only after Seller provides the same notice and cure period as provided to the Seller in Section 20 a. and b. above.</u>	CCRC accepts the proposed revision, but notes that the sections to which the proposed revisions apply are 23 a. and b. See revisions reflected in the revised PSARA.
37.	24. Default by Purchaser.	iii. It shall be a default under this Agreement for Purchaser to fail to Commence or Complete the Project timely pursuant to Section 7, <u>only after Seller provides the same notice and cure period as provided to the Seller in Section 20 a. and b. above.</u>	See response to Question 36 above.
38.	25. Remedies Upon Default by Purchaser	<p><b>25. Remedies Upon Default by Purchaser</b></p> <p>a. The Seller agrees that prior to declaring the Purchaser in default as described in (a) above, except for the default in (a)iii and (a)v, Seller shall provide Purchaser with sixty (60) days advance written notice of such default and Purchaser shall have the right to cure such default within said sixty (60) day period. If the Purchaser does not cure said default in said sixty (60) day period or no cure period applies, then the Seller may terminate this Agreement at which time the Deposit Holder shall pay the Seller the Deposit(s) and all interest accrued thereon as liquidated damages. <u>only upon written acknowledgment from both parties.</u></p>	CCRC rejects this revision but refers proposers to the responses to 36 and 37 above.
39.	25. Remedies Upon Default by Purchaser	<p>b. Seller maintains a right of reversion to the Property if at any <u>time prior to the completion of the Project</u>, the Purchaser shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code ( or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of Purchaser or of all or any substantial part of its property or of the Project Property or any interest of Purchaser therein; or (vi) take any corporate action in furtherance of any action described in this subsection; or (vii) if at any time any proceeding against Purchaser seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of Purchaser of any custodian, trustee, receiver, sequestrator, liquidator or any similar official of Purchaser, or any interest of Purchaser therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay. Such right of reversion shall be, by its terms as set forth in the <u>quitclaim</u> deed, subordinate to any and all land, construction, permanent or other lender whose lien shall have superiority over any such rights. Seller's reversion 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.</p>	CCRC accepts the proposed revision that adds “time prior to the completion of the Project.” See revisions reflected in the revised PSARA. See form of Deed.
40.	25. Remedies Upon Default by Purchaser	i. Seller agrees to provide Purchaser and Interested Parties with a Reversion Cure Period in the amount of <u>6090</u> days. During the Reversion 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 Reversion Cure Period. If following the Reversion 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 reversion.	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.

No.	PSARA Section	Bidder Proposed Revision or Comment	CCRC Response
41.	25. Remedies Upon Default by Purchaser	<p><del>iii</del> Purchaser or its successors and assigns may request that the Seller execute a release evidencing the termination of Seller's right of reversion on any portion of the Property that has been Completed upon the presentation of (i) a valid Certificate of Completion and (ii) a form of release <u>similar to the one attached hereto and made a part hereof as Exhibit _____ (the "Reversion Release")</u>, that shall be recorded at the sole cost and expense of the Purchaser or its successors and assigns. <u>This Reversion Release shall be executed and returned by Seller within fourteen (14) days of Purchaser providing same.</u></p>	CCRC rejects the revision. Following the issuance of a Certificate of Completion, the reversionary interest would extinguish as reflected in the template deed.
42.	25. Remedies Upon Default by Purchaser	<p><del>iii-iv</del> The provisions of this Section 25 shall survive Closing and/or termination of this Agreement and run with the land. <u>until such time as such Reversion Release is recorded.</u></p>	CCRC rejects this revision but will amend the PSARA as follows: "run with the land until such time as a Certificate of Completion is provided to Purchaser." See revisions reflected in the revised PSARA.
43.	26. Adjustments at Closing/Assessments for Municipal Improvements.	<p>iii. If the Improvement is completed at or before Closing, but the amount of the charge/assessment has not been determined by the Municipality, when the amount of the charge is finally determined by the Municipality, the Seller will pay the amount determined by the Municipality <u>upon ten (10) days' notice to pay same.</u></p>	CCRC rejects revision but will modify the section to as follows: up to thirty (30) days' notice to pay same. See revisions reflected in the revised PSARA.
44.	27. Possession.	<p>27. <u>Possession.</u> At Closing, the Purchaser will be given possession of the Property. The delivery of the <u>quitclaim</u> 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, <u>obligations or covenants</u> that expressly survive Closing as provided herein.</p>	CCRC accepts this revision. See revisions reflected in the revised PSARA.
45.	29. Assignment; Assignment of Interest.	<p>b. Purchaser shall not have the right to assign this Agreement, prior to the Completion of the Project without first obtaining the express written consent of the Seller, which consent shall not be unreasonably withheld, <u>conditioned or delayed</u> provided that:</p> <p>i. the assignee is an Affiliate of the Purchaser;</p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.
46.	29. Assignment; Assignment of Interest.	<p>e. <u>Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement prior to Closing without the consent of the Seller to an SPE or entity created by Purchaser to take title to the Property.</u></p>	<p>CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.</p> <p>At the time of proposal submission, the bidder must submit the name of the Special Purpose Entity, the principal members of the SPE, percentage of ownership, and must be able to successfully complete the same compliance checks as required by the bidder.</p>
47.	45. Brokerage Commissions.	<p>45. <u>Brokerage Commissions.</u> Seller and Purchaser represent to each other that each has had no dealings with any broker, salesperson or agent in connection with the sale of the Property. In no event shall <u>Purchaser</u>, Seller or CCRC be responsible for a commission to any broker. The provisions of this Section shall survive Closing and/or any termination of this Agreement.</p>	CCRC accepts this proposed revision. See revisions reflected in the revised PSARA.

**Part 2: Answers to Bidder Questions or Clarifications on PSARA and RFOTP**

No.	PSARA Section	Bidder Comment (the below comments may be paraphrased)	CCRC Response
1.	7. Redevelopment Project, Due Diligence and Project Approvals, Financial Assurances and Guarantees, Security, and Hiring Locally and Small Business Enterprises.	Strict compliance with dates would be a hardship as the bidder has had difficulty getting timely responses for approvals from the municipality.	The PSARA has been amended to lengthen the Permit and Approval Period and to add an Approval Tolling. See revisions reflected in the revised PSARA.
2.	8. Prevailing Wage.	Prevailing Wage should only apply if specific programs require prevailing wage, since there are some state programs that do not require prevailing wage.	Prevailing Wage is governed by N.J.S.A.N.J.S.A. 34:11-56.25 et seq., bidder must comply with Prevailing Wage requirements when applicable as determined by the Department of Labor.
3.	10. Indemnification and Insurance	The bidder asked what the CCRC meant in Section 10.a. where it states "... in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract" since the CCRC will not be providing any work or materials related to the project.	<p>The Bidder is correct that CCRC will not be providing work or materials for the project.</p> <p>The language requires for the contractor to indemnify CCRC, Treasury, and State from 3<sup>rd</sup> party suits that arise from the work performed or materials provided by others.</p> <p>The phrase "in connection therewith" will be struck from the PSARA. See revisions reflected in the revised PSARA.</p>
4.	10. Indemnification and Insurance	The insurance limits will have to be confirmed with their insurance agent and that assume is just for the Due Dilligence period.	CCRC acknowledges that bidders will need to confirm this with their insurance agent, and CCRC will allow negotiation of this section that is acceptable to Seller. This provision is intended to carry past Due Diligence as CCRC anticipates that if the selected bidder will want to enter to property after Due Diligence.
5.	14. Conditions Precedent to Closing.	Bidder comments that Section 14. b.viii is not practical as these dates can not be coordinated.	CCRC disagrees. The Bidder may use the extension of the Q&A period to further describe their comment.
6.	25. Remedies Upon Default by Purchaser	Bidder asks CCRC to explain the concept of Section 25. b. ii.	CCRC requests the Bidder to clarify this comment in subsequent Q&A period, as it is unclear if this question refers to Reversion Purchase Price or paying down outstanding debt with

No.	PSARA Section	Bidder Comment (the below comments may be paraphrased)	CCRC Response
			proceeds from the Revision Purchase Price.
7.	48. Utilities	This change is initiated by the Seller based on updated information provided by Vicinity. The estimated cost to remove the Vicinity equipment has changed from \$50,000 to \$75,000.	

**Part 3: Bidder Questions and Comments**

	<b>Bidder Question/Comment</b>	<b>CCRC Response</b>
1.	Has the project been screened and/or approved by NJHMFA?	No.
2.	Are any additional funding sources available to support financing the project (e.g. project-based vouchers)? If so, which agency or agencies would be willing to make that commitment?	The RFOTP included information on a few possible sources of financing for this project. Bidders are encouraged to review these and other funding sources they are familiar with to develop a proposed project sources and uses.
3.	Is funding for the interior demo anticipated to be captured within the same development budget?	Yes.
4.	Are you accepting proposals that contemplate demolition of the building to develop a new construction project?	Yes.
5.	Concern expressed for the anticipated shortfall in the final value of the project verses the cost of the project.	CCRC acknowledges that the final value of the completed project may be less than the cost to complete the project. Bidders are encouraged to consider public subsidies that may help to address this issue.
6.	Can the CCRC Bridge Loan be made available as a grant?	CCRC reserves the right to determine whether to issue the funding as a loan or a grant to the successful Bidder at a later date and subject to CCRC board approval. A Bidder may submit a proposal that includes the CCRC financing as a grant rather than a 0% interest loan. A Bidder's proposal should discuss the project necessity for the funding to be a grant. CCRC may negotiate with the selected Bidder the percentage of the CCRC financing that will be provided as a grant and the percentage of financing to be provided as a loan. The decision to provide CCRC financing as either a grant or a loan is the subject to the approval of the CCRC Board. If the Bidder is considering applying for ASPIRE they should be aware that the provision of a grant reduces the eligible cost by the amount of the grant, thus reducing the amount of a potential ASPIRE award. In contrast, a short-term loan, has the potential to reduce constructing financing costs and has a lesser effect on ASPIRE award.