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BRIAN J. CALLAGHAN
WILLIAM A. THOMPSON, III

May 1, 2023

Crossroads Realty
25 Route 37 East
Toms River, NJ 08753
Attn: Beth Morgan

Via Email: emorgan@crnj.com

Re: Sara Catrickes
2305 Atlantic Avenue
Atlantic City, NJ 08401
Our File No.: 02929/BJC


Dear Beth:

Please find enclosed the fully executed lease. I would ask that you keep us in the loop as your client proceeds with the CRDA application, zoning determination letter and others.

I would also ask that your May 1st rent is paid directly to Sara Catrickes.

Cordially,

CALLAGHAN THOMPSON & THOMPSON P.A.



Brian J. Callaghan

BJC/mgk
CC: Sara Catrickes

LEASE

This Lease Agreement made this 30th day of April, 2023, by and between SARANTOULA CATRICKES of 107 S Amherst Avenue, Ventnor City, New Jersey 08406, hereinafter referred to as "Lessor," and JUNIPER LANE NJ CORP, of 125 Pelican Drive South, Avalon, New Jersey 08202, hereinafter referred to as "Lessee," collectively referred to herein as the "Parties." The Parties agree as follows:

1. **DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee approximately 800 +/- square feet of retail space located at 2305 Atlantic Avenue, Atlantic City, New Jersey (hereinafter referred to as the "Premises").
 2. **USE LEASE PREMISES.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for use as a cannabis retail shop.
 3. **TERM OF LEASE.** The term of this Lease shall be for a period of two years commencing on May 1, 2023 and expiring on April 30, 2025. The Lease will automatically renew for an additional three years unless either Party terminates by ninety (90) days' written notice prior to the expiration of the Lease.
 4. **BASE RENT.** The net monthly payment shall be Four Thousand Dollars (\$4,000.00) payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 1st day of each month. Rental during the three year extension shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00) per month. Until such time as the store is operational, the monthly rent shall be reduced to Seven Hundred Dollars (\$700.00) per month, however the rent shall increase to Four Thousand Dollars (\$4,000.00) on
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January 1, 2024 regardless of whether or not the store is operational. There shall be no base rent for the first month that the store is open for business.

5. **AGENT COMMISSION.** The parties agree that the first full month's rent shall be paid by the Lessor to the agents of the Lessor and the Lessee to be divided equally between them. If the Lease is renewed, the Lessor will pay one-half of the first month of the renewal term to the agents to be divided in the same manner.

6. **ADDITIONAL RENT.** As additional rent Lessee shall be responsible for the payment of all utilities, except for gas which shall be the responsibility of the Lessor, and interior cleaning. Lessee is responsible to obtain general liability insurance on the leased Premises. Insurance coverage must meet New Jersey minimum coverage by law with Lessor named as insured under said policy. Lessee must provide Lessor with certificates of insurance on an annual basis.

7. **MAINTENANCE.** Lessee shall be responsible for maintaining the Premise in good and sanitary condition during the term of this Lease and any renewal. Lessee shall maintain the sidewalk and replace and repair any broken windows.

Lessor shall maintain the structure and essential facilities of the Premises in good condition and repair during the term of this Lease and any renewal thereof. This includes all plumbing, electrical, structural, HVAC and other repairs.

8. **RIGHT OF INSPECTION.** Lessor shall have the right at any reasonable time during the term of this Lease or any renewal to enter the Premises for inspecting the Premises and all buildings and improvements. Twenty-four (24) hours written notice must be given to Lessee prior to the inspection.

9. **LESSOR'S OBLIGATION.** Lessor shall be responsible for the payment of all real estate taxes, property and casualty insurance, and all repairs and maintenance.

10. **SECURITY DEPOSIT.** A security deposit in the amount of Six Thousand Dollars (\$6,000.00) shall be paid upon the first day of occupancy of Lessee.

11. **RIGHT OF FIRST REFUSAL.** If Lessor decides to sell the building, Lessee shall have the right of first refusal. Lessor must notify Lessee by written notice of Lessor's intention to sell and Lessee shall thereafter have thirty (30) days to exercise the right of first refusal and sixty (60) days after the exercise to complete closing of title. The purchase price shall be ninety-four percent (94%) of the appraised value. If either Party is dissatisfied with the appraisal, that Party may obtain a second appraisal and if the two appraisals are within ten percent (10%) they shall be averaged to determine a purchase price. If the two appraisals are more than ten percent (10%) apart, the two appraisers shall obtain a third appraisal and the two closest appraisals shall be averaged to determine the purchase price.

If the apartment above the leased Premises becomes available, Lessee shall have the right of first refusal on the apartment lease. Lessor must notify Lessee by written notice of Lessor's intention to lease the apartment and Lessee shall thereafter have thirty (30) days to exercise the right of first refusal and fifteen (15) days thereafter to sign the Lease. The rent shall be One Thousand Five Hundred Dollars (\$1,500.00) per month. The term of the Lease shall be concurrent with the term of the Lease for the Premises set forth in Section 1. Lessor shall be responsible for any repairs necessary to make the apartment habitable. Lessor shall be responsible to apply for the rental certificate of occupancy.

12. **CONDITION**. If Lessee is unable to obtain a Letter of Support from the City or a license from the State of New Jersey to operate the cannabis retail store, this Lease is void.

13. **LEASEHOLD IMPROVEMENTS**. The Lessee agrees that no leasehold improvements, alterations or changes of any nature shall be made by the Lessor. Lessee is responsible for adding drop doors to the counter and adding a more secure office door in the front room to increase security.

14. **DEFAULT AND POSSESSION**. In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than thirty (30) days, after receiving notice of said default, then the Parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property,

including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

15. **GOVERNING LAW.** This Lease shall be governed by the Laws of the State of New Jersey.

16. **NOTICES.** Payments and notices shall be addressed to the following:

Lessor: SARANTOULA CATRICKES
107 S Amherst Avenue, Ventnor City, New Jersey 08406

Lessee: JUNIPER LANE NJ CORP
of 125 Pelican Drive South, Avalon, New Jersey 08202

17. **AMENDMENT.** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

18. **BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

19. **CONDITION OF PREMISES.** Upon termination or expiration of the Lease, Lessee shall surrender the Premises in as good a condition as the Premises were on the commencement date of Lease with reasonable wear and tear excepted.

20. **COSTS AND COUNSEL FEES.** If either Party defaults under the terms and conditions of the Lease, the defaulting Party agrees to pay all costs incurred by the non-defaulting Party for the enforcement of the Lease including but limited to attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto set their hands and seal this ____ day of April, 2023.

LESSOR:



SARANTOULA CATRICKES

LESSEE:

JUNIPER LANE NJ CORP

BY:



dotloop verified
04/27/23 1:51 PM EDT
BGL8-W66M-MVWM-4AVA

COLLEEN MCQUADE, President