COOPER LEVENSON
ATTORNEYS AT LAW

1125 Atlantic Avenue
Atlantic City, NJ 08401
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NICHOLAS F. TALVACCHIA
Also Admitted to PA Bar
EMAIL: ntalvacchia@cooperlevenson.com

Direct Phone: (609) 572-7544
Direct Fax: (609) 572-7545

FILE NO. 64325/00001

June 24, 2022

Via Hand Delivery

Robert L. Reid, AICP, PP
Land Use Regulation Enforcement Officer
Casino Reinvestment Development Authority
15 South Pennsylvania Avenue
Atlantic City, New Jersey 08401

Re: PG Health LLC
1015 Pacific Avenue
Block 137, Lot 10

We are the attorneys for the Applicant, PG Health LLC. Applicant is requesting use variance relief to permit adult use retail sales of cannabis and an adult use cannabis consumption lounge subject to receipt of a Class 5 license at the above captioned property. The project also requires variance relief for impervious coverage. Applicant proposes to bifurcate the application and will request site plan review at a later date provided it obtains use variance relief.

Enclosed please find the following documents for the CRDA and its professionals:

1. Original and four (4) copies of the CRDA Land Use Application including Project Narrative;

2. Original and four (4) copies of the d-Variance Checklist prepared by Sciullo Engineering Services, LLC;

3. Five (5) signed/sealed Variance Plans prepared by Sciullo Engineering Services, LLC dated June 23, 2022;

4. One (1) executed Authorization of Owner;

5. One (1) copy of the redacted Operating Agreement of Applicant;

6. One (1) copy of correspondence dated June 21, 2022 requesting the 200-foot property owners list;

7. One (1) copy of correspondence dated June 21, 2022 requesting proof taxes are paid on the subject site;

8. One (1) copy of the Escrow Setup Information form;

9. Resolution No. 266 dated April 20, 2022, of the City of Atlantic City in support of Applicant's state license to operate a Class 5 retail cannabis business at the proposed location;

10. Flash drive with a digital copy of the submission; and

11. Checks in the amount of $550.00 and $4,200.00 for the application and escrow fees, respectively.

Please review the enclosed information and contact me if you require additional information.

Thank you for your kind attention to this matter.

Very truly yours,

Cooper Levenson, P.A.

Nicholas F. Talvacchia

NFT/ln
Enclosures
cc: Scott G. Collins, Esquire *(w/Enclosures, via E-mail & UPS Overnight)*
Christine A. Nazzaro-Cofone, AICP, PP, Cofone Consulting Group, LLC *(w/Enclosures, via E-mail & UPS Overnight)*
Atlantic City Planning Dept. *(w/ Enclosures, via Hand Delivery)*
Atlantic City Engineering Department *(w/ Enclosures via Hand Delivery)*
Krishna Narine, Esquire *(w/ Enclosures, via E-mail)*
PG Health LLC *(w/ Enclosures, via E-mail)*
Jason T. Sciullo, PE, PP *(w/ Enclosures, via E-mail)*

City of Atlantic City
LAND USE APPLICATION

City of Atlantic City: (Check where applicable)

☐ **AC Planning Division Jurisdiction**
City of Atlantic City Planning Board
1301 Bacharach Boulevard
City Hall-Suite 508
Atlantic City, NJ 08401
609-347-5404

CRDA: (Check where applicable)

☒ **NJ CRDA LURED Jurisdiction**
Casino Reinvestment Development Authority
15 S Pennsylvania Avenue
Atlantic City, NJ 08401
609-347-0500

To be completed by staff only.

Date Filed_____ Application No._____
Application Fees: _____ Escrow Deposit_____

Scheduled for:
Review for Completeness _____ Hearing: _____

==========

1. SUBJECT PROPERTY

Location: 1015 Pacific Avenue

Tax Map Page _____ Block 137 Lot(s) 10
Page _____ Block _____ Lot(s) _____
Page _____ Block _____ Lot(s) _____

Dimensions Frontage 110 ft. Depth 150 ft. Total Area 16,500 sf.

Zoning District RC

2. APPLICANT

Name PG Health LLC
Email c/o ntalvacchia@cooperlevenson.com
Address 168 Barclay Farms #175, Cherry Hill, NJ 08034
Telephone Number 609-572-7544 Nicholas F. Talvacchia, Esquire, Attorney for Applicant
Applicant is a: Corporation ☐ Partnership ☒ Limited Liability Company Individual ☐

3. If Owner is other than the applicant, provide the following information on the Owner(s):
Owner's Name Six Nineteen Property Management, LLC
Email c/o knarine@smallaxeadvisors.com
Address 168 Barclay Farms #175, Cherry Hill, NJ 08034
Telephone Number 215-771-4988 c/o Krisna B. Narine, Esquire, Attorney for Owner

4. DISCLOSURE STATEMENT

Pursuant to N.J.S 40:55D-48.1 [Application by corporation or partnership; list of stockholders owning 10% of stock or 10% interest in partnership.] Disclosure of owners of organization and property subject to application. [A corporation or partnership applying to a governing body of a municipality]Any organization making an application for development under this act [for permission to subdivide a parcel of land into six or more lots, or applying for a variance to construct a multiple dwelling of 25 or more family units or for approval of a site to be used for commercial purposes] shall list the names and addresses of all members, stockholders or individual partners (collectively, "interest holders")[owning at least 10% of its stock of any class or at least 10% of the interest in the partnership], including any other organization holding at least a 10% ownership interest in the organization, and shall also identify the owner of the property subject to the application, including any organization holding at least a 10% ownership interest in the property [as the case may be]. In accordance with 40:55D-48.2 [Disclosure of 10% ownership interest of corporation or partnership which is 10% owner of applying corporation or partnership.] Listing of names and addresses of interest holders of applicant and owner organization. If [a corporation or partnership] an organization owns an interest equivalent to 10% or more of another organization the stock of a corporation, or 10% or greater interest in a partnership, subject to the disclosure requirements hereinabove described, [pursuant to section 1 of this act that organization shall list the names and addresses of its interest holders holding 10% or greater interest in the [partnership, as the case may be, and] organization. [This requirement shall be followed by every corporate stockholder or partner in a partnership, until the names and addresses of the stockholders and individual partners, exceeding the 10% ownership criterion established in this act, have been listed.] In accordance with recently added 40:55D-48.3 Disclosure of all officers and trustees of a non-profit organization. A non-profit organization filing an application for development under this act shall list the names and addresses of all officers and trustees of the non-profit organization. In accordance with 40:55D-48.4 [Failure to comply with act; disapproval of application.] Approval of application. *a.* No municipal planning board, board of adjustment or [municipal] governing body shall approve the application of any [corporation or partnership] organization or non-profit organization which does not comply with this act. Any approval not in compliance with this act shall be voidable in a proceeding in lieu of prerogative writ in the Superior Court. b. Any party, including any member of the public, may institute a proceeding in lieu of prerogative writ in the Superior Court to challenge any PROPOSED AMENDMENTS TO MUNICIPAL LAND USE LAW approval granted by a municipal planning board, board of adjustment or governing body on the grounds that such action is void for the reasons stated in subsection a. of this section, and if the court shall find that the approval was not in compliance with this act, the court may declare the approval to be void. In accordance with 40:55D-48.5 [Concealing names of owners;] Organization or non-profit organization failing to disclose; fine. Any [corporation or partnership which conceals] organization or nonprofit organization failing to disclose in accordance with this act, [the names of stockholders owning 10% or more of its stock, or of individual partners owning a 10% or greater interest in the partnership, as the case may be,] shall be subject to a fine of $1,000 to $10,000, which shall be [recovered] recoverable in the name of the municipality in any court of record in the State in a summary manner pursuant to the "Penalty Enforcement Law" (N.J.S.A. 2A:58-1 et seq.).

Name Faye Coleman Address 168 Barclay Farms #175 Cherry Hill, NJ 08034 Interest _____
Name Priscilla Wynn Address 168 Barclay Farms #175 Cherry Hill, NJ 08034 Interest _____
Name _____ Address _____ Interest _____
Name _____ Address _____ Interest _____
Name _____ Address _____ Interest _____

5. PROPERTY INFORMATION:

Restrictions, covenants, easements, association by-laws, existing or proposed on the property:
Yes [attach copies]_____ No X Proposed_____
Present use of the premises: Vacant, Former Church, to be demolished

Note: All deed restrictions, covenants, easements, association bylaws, existing and proposed must be submitted for review and must be written in easily understandable English in order to be approved.

6. **Applicant's Attorney** Nicholas F. Talvacchia, Esquire
Email ntalvacchia@cooperlevenson.com
Address 1125 Atlantic Avenue, 3rd Floor, Atlantic City, NJ 08401
Telephone Number 609-572-7544
FAX Number 609-572-7545

7. **Applicant's Engineer** Jason T. Sciullo, P.E., P.P.
Email jsciullo@sciulloengineering.com
Address Sciullo Engineering Services, LLC, 17 S. Gordon's Alley, Suite 3, Atlantic City, NJ 08401
Telephone Number 609-300-5171
FAX Number_____

8. Applicant's Planning Consultant Jason T. Schiullo, P.E., P.P.
Email jsciullo@sciulloengineering.com
Address Sciullo Engineering Services, LLC, 17 S. Gordon's Alley, Suite 3, Atlantic City, NJ 08401
Telephone Number 609-300-5171
FAX Number_____

9. **Applicant's Traffic Engineer** N/A
Email _____
Address _____
Telephone Number _____
FAX Number_____

10.List any other **Expert** who will submit a report or who will testify for the Applicant: [Attach additional sheets as may be necessary]

Name N/A

Field of Expertise _____

Email _____

Address _____

Telephone Number _____

FAX Number _____

11. APPLICATION REPRESENTS A REQUEST FOR THE FOLLOWING:

SUBDIVISION:

N/A Administrative Review of Minor Subdivision Plan

_____ Administrative Review of Major Subdivision Plan

_____ Minor Subdivision Approval

_____ Major Subdivision Approval [Preliminary]

_____ Major Subdivision Approval [Final]

Number of lots to be created _____ Number of proposed dwelling units _____ (including remainder lot) (if applicable)

SITE PLAN: Bifurcated Application. Applicant applying for site plan approval at a later date.

_____ Administrative Review of Minor Site Plan

_____ Administrative Review of Major Site Plan

_____ Minor Site Plan Approval

_____ Major Preliminary Site Plan Approval [Phases (if applicable) ___]

_____ Major Final Site Plan Approval [Phases (if applicable) ___]

_____ Amendment or Revision to an Approved Site Plan

Area to be disturbed (square feet) _____

Total number of proposed dwelling units _____

_____ Request for Waiver From Site Plan Review and Approval

Reason for request: _____

_____

MISC:

_____ Administrative Review

_____ Appeal decision of an Administrative Officer [N.J.S. 40:55D- 70a]

_____ Map or Ordinance Interpretation of Special Question [N.J.S. 40:55D-70b]

_____ Variance Relief (hardship) [N.J.S. 40:55D-70c(1)]

X Variance Relief (substantial benefit) [N.J.S. 40:55D-70c(2)]

X Variance Relief (use) [N.J.S. 40:55D-70d]

_____ Conditional Use Approval [N.J.S. 40:55D-67]

_____ Direct issuance of a permit for a structure in bed of a mapped street, public drainage way, or flood control basin [N.J.S. 40:55D-34]

_____ Direct issuance of a permit for a lot lacking street frontage [N.J.S. 40:55D-35]

12. Section(s) of Ordinance from which a **variance is requested and justification for said request:** [attach additional pages as needed] N.J.A.C. 19:66-5.10(a).1.i - Use not contemplated when rules written; and N.J.A.C. 19:66-5.10(a).1.iv(7) - Impervious coverage being reduced but still over maximum permitted.

13. **Waivers Requested** of Development Standards and/or Submission and justification for request.
Requirements: [attach additional pages as needed] See Checklist
Waivers requested to defer submission of required information until site plan review.

14. Attach a copy of the Notice to appear in the official newspaper of the municipality and to be mailed to the owners of all real property, as shown on the current tax duplicate, located within the State and within 200 feet in all directions of the property, which is the subject of this application. The Notice must specify the sections of the Ordinance from which relief is sought, if applicable.
The publication and the service on the affected owners must be accomplished at least 10 days prior to the date scheduled by the Administrative Officer for the hearing. An affidavit of service on all property owners and a proof of publication must be filed before the application will be complete and the hearing can proceed.

15. **Explain in detail the exact nature of the application and the changes to be made at the premises, including the proposed use of the premises:**
[attach pages as needed] Adult use retail sales of cannabis and an adult use cannabis consumption lounge.

16. Is a public water line available? Yes
17. Is public sanitary sewer available? Yes
18. Does the application propose a well and septic system? No
19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate lot and block numbers? No
20. Are any off-tract improvements required or proposed? No
21. Is the subdivision to be filed by Deed or Plat? No
22. What form of security does the applicant propose to provide as performance and maintenance guarantees? TBD

23. Other approvals, which may be required and date plans submitted:

	Yes	No	Date Plans Submitted
Atlantic City Municipal Utilities Authority	X		TO BE SUBMITTED
Atlantic County Health Department		X	
Atlantic County Planning Board		X	
Atlantic County Soil Conservation Dist.	X		TO BE SUBMITTED
NJ Department of Environmental Protection	X		TO BE SUBMITTED
Sewer Extension Permit		X	
Sanitary Sewer Connection Permit	X		TO BE SUBMITTED
Stream Encroachment Permit		X	
Waterfront Development Permit		X	
Wetlands Permit		X	
Tidal Wetlands Permit		X	
Potable Water Construction Permit		X	
Other		X	
NJ Department of Transportation		X	
Public Service Electric & Gas Company		X	
		X	

24. Certification from the Tax Collector that all taxes due on the subject property have been paid.

25. List of Maps, Reports and other materials accompanying the application (attach additional pages as required for complete listing).

Quantity	Description of Item
5	Concept Plan by Sciullo Engineering

26. The Applicant hereby requests that copies of the reports of the professional staff reviewing the application be provided to the following of the applicant's professionals:
Specify which reports are requested for each of the applicant's professionals or whether all reports should be submitted to the professional listed.

Applicant's Professional Reports Requested All

Attorney Nicholas F. Talvacchia, Esquire

Engineer Jason T. Sciullo, P.E., P.E.

CERTIFICATIONS

27. I Nicholas F. Talvacchia, Esquire certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the Corporation or that I am a general partner of the partnership applicant.
[If the applicant is a corporation, this must be signed by an authorized corporate officer. If the applicant is a partnership, this must be signed by a general partner.]

BRIANA M. SIMON
Commission # 50103179
Notary Public, State of New Jersey
My Commission Expires
April 18, 2024

Sworn to and subscribed before me this
24 day of June, 20 22

Briana M. Simon
NOTARY PUBLIC

SIGNATURE OF APPLICANT
Nicholas F. Talvacchia, Esquire, Attorney for Applicant

28. I certify that I am the Owner of the property which is the subject of this application, that I have authorized the applicant to make this application and that I agree to be bound by the application, the representations made and the decision in the same manner as if I were the applicant.
[If the owner is a corporation, this must be signed by an authorized corporate officer. If the owner is a partnership, this must be signed by a general partner.]

BRIANA M. SIMON
Commission # 50103179
Notary Public, State of New Jersey
My Commission Expires
April 18, 2024

Sworn to and subscribed before me this
24 day of June, 20 22

Briana M. Simon
NOTARY PUBLIC

See attached executed Authorization of Owner
SIGNATURE OF OWNER

29. I understand that the sum of $ 4,400.00 has been deposited in an escrow account (Builder's Trust Account). In accordance with Land Use Fees and Escrow Deposit Requirements, I further understand that the escrow account is established to cover the cost of professional services including engineering, planning, legal and other expenses associated with the review of submitted materials and the publication of the decision by the Board. Sums not utilized in the review process shall be returned. If additional sums are deemed necessary, I understand that I will be notified of the required additional amount and shall add that sum to the escrow account within fifteen (15) days.

June 24, 2022
Date

SIGNATURE OF APPLICANT
Nicholas F. Talvacchia, Esquire, Attorney for Applicant

PROJECT NARRATIVE

1015 Pacific Avenue
Lot 10 in Block 137
City of Atlantic City

PG Health LLC (the "Applicant") seeks use variance relief for adult use retail sales of cannabis and an adult use cannabis consumption lounge subject to receipt of a Class 5 license from the State of New Jersey and additional variance relief for impervious coverage at the property located at 1015 Pacific Avenue, Lot 10 in Block 137, City of Atlantic City (the "Property"). The Property is located within the Resort Commercial (RC) zoning district and the Atlantic City Tourism District. City Council authorized retail cannabis sales and consumption lounges in the City subject to receipt of applicable approvals. See Ordinance 51 of 2021 and now codified at Section 163-78.1 et seq. of the City Code.

The proposed use of adult use retail sales of cannabis is not defined as a permitted use in the CRDA Tourism District Land Development Rules ("CRDA Rules"). However, while this use was never contemplated and, as such, is not currently reflected in the CRDA Rules, there are a number of retail uses permitted in the district that have similar impacts to the proposed use such as pharmacies.

The maximum impervious coverage permitted is 80%, existing is 100% and proposed is 97.4%. The relief from the impervious coverage requirement can be justified because the coverage proposed, while higher than permitted, is closer to what is permitted than the existing church on the Property.

The project parking demand is 54 spaces with a 40-space existing grandfathered shortfall (5,440 sf. of retail at 1 space for every 300 sf. is 18.1 spaces plus 5,440 sf. consumption lounge at 1 space for every 150 sf. is 36.3 spaces). Fourteen spaces are required after taking into account the 40 grandfathered spaces. Applicant is adding 20 spaces. Thus, variance relief is not required.

The Applicant also requests any other variances, waivers, exceptions or other relief that the Casino Reinvestment Development Authority, Division of Land Use and Regulatory Enforcement, deems necessary for this application.

CRDA
Casino Reinvestment Development Authority
www.njcrda.com

15 South Pennsylvania Avenue

Atlantic City, NJ 08401

NJ CRDA – City of Atlantic City – "d" Variance Checklist (Form #11)

REQUIRED APPLICATION ITEMS

Project Name: PH Health Cannabis Facility Application # _____

Prepared by: Jason Sciullo, Sciullo Engineering Services Title Principal Engineer date 06/10/2022

Note : Five (5) copies of plans and supporting documents are required as the initial submission. Ten (10) copies of plans are required for final sign-off and distribution.

Item #	Description	REQUIRED	SUBMITTED	WAIVER REQUESTED BY APPLICANT	Waiver Recommended by Reviewer
1	Completed Land Use Application Form	X	X		
2	Payment of Required Application and Escrow Fees (19:66-4.3)	X	X		
3	Name and address, email address of property owner and applicant.	X	X		
4	Proof of real estate taxes and other assessments paid.	X	X		
5	Name, signature, license number, seal and address of each professional consultant, as applicable, involved in preparation of required documents.	X	X		
6	Narrative presenting justification for the "d" Variance relief sought that includes a statement of legal basis for granting of variance which must include: a) A list and explanation of the specific special reason(s) demonstrating that the proposed variance relief would not cause detriment to the intent and purpose of the municipality's zone plan and zoning regulations. b) Explanation of how requested variance would be consistent with goals and provisions of the Master Plan. c) Reasons why proposed development would pose no substantial harm to surrounding properties or the municipality in general.	X	X		
7	Color Photographs of site from four (4) different viewpoints.	X		W Building to be demolished.	

8	Project narrative describing existing conditions, surrounding uses and the proposed development including list of "c" variance(s) and design waiver relief sought, if applicable.	X	X		
9	Title block denoting type of application, tax map sheet, project address, block and lot, and street location.	X	X		
10	Proof of ownership of property. (Report of title, copy of deed AS FILED with the Atlantic County Clerk's Office, affidavit or other documentation evidencing ownership.)	X	X		
11	Consent of property owner to applicant to development project.	X	X		
12	Zoning Schedule listing: Use, lot area, lot width, lot depth, yard setbacks, floor area ratio, density, building coverage, building height and parking requirements, including existing and proposed with conformity status of each.	X	X		
13	Certified List of Property Owners within 200' Radius of the subject property by City of Atlantic City Tax assessor's Office.	X	X		
14	Public Notice in compliance with NJSA 40:55D-12.	X	X		
15	North arrow, scale and graphic scale.	X	X		
16	Signature blocks for Hearing Officer, Land Use Regulation Enforcement Officer, Engineer and Planner.	X	X		
17	Key map(s) at a legible scale showing location of property with existing structures, uses, streets, public right of ways, municipal boundaries, public parks, beaches, environmental sensitive areas, zoning district boundaries within 200 feet of the subject property. Property tax lots within 200 feet of the subject property taken from the most recent municipal tax map records.	X	X		
18	List of any existing or proposed deed restrictions, easements, covenants, Homeowners Association Agreements, etc. as recorded or in recordable form if proposed.	X	N/A		
19	List of development stages or phases, if any.	X	N/A		
20	List of approvals or permits required by other regulatory authorities having jurisdiction and the status of same.	X		W	
21	Land Title Survey and topographic survey depicting existing conditions prepared by New	X		W	

	Jersey licensed professional land surveyor. All elevations shall be based on NAVD 1988. The horizontal datum shall on the NJ State Plane Coordinate System (NAD 1983) Survey shall include all existing conditions, including buildings, structures, parking areas with parking space striping, driveways, walkways, , fences, stoops, stairs, porches, easements, walls, patios, curbs, roof overhangs, overhead wires, bay windows, building setbacks of building on-site and adjoining the site, landscape areas, trees, utility poles, flag poles, directional and identification signs, spot elevations, contours in one foot intervals, FEMA Flood Zone, State Claim areas, utility poles, utilitie s such as water, sanitary sewer, storm sewer, electric, gas, cable, telephone, etc. Improvements in adjoining right-of-ways / roadways / streets including painted traffic markings.				
22	Site Plan depicting proposed buildings, structures, existing and proposed building setbacks, landscape areas, location of identification signage and directional signs, trash enclosure, building setback lines (dashed) and their dimensions from the property lines, parking area plan showing spaces, size and type, aisle width, curb cuts, drives, driveways, and all ingress and egress areas and dimensions.	X	X		
23	Preliminary architectural plan and elevations, and areas and type of each proposed use.	X	X		
24	Electronic copy of the full application including: application, photos, maps, reports, plans and other exhibits in pdf format. Maximum size of file(s) 4 MB.	X	X		

DocuSign Envelope ID: 7AB8312D-E296-4795-A5B6-63178AC232F8

AUTHORIZATION OF OWNER

The undersigned, in her capacity of Managing Member of Six Nineteen Property Management, LLC ("Six Nineteen"), does hereby certify as follows:

1. Six Nineteen recently purchased the property located at 1015 Pacific Avenue, Lot 10 in Block 137, Atlantic City, New Jersey (the "Property"). A copy of the executed Deed, which is in the process of being recorded in the Atlantic County Clerk's office, is attached as Exhibit A.

2. PG Health LLC has the right to make this application because it is the intended tenant of the Property. A lease will be executed upon approval and/or completion of construction.

SIX NINETEEN PROPERTY
MANAGEMENT, LLC

DocuSigned by:
By: Faye Coleman
8D50813D843D4CF...
Faye Coleman, Managing Member

Deed-BARGAIN AND SALE (Covenants as to Grantor's Acts)

DEED

Prepared by:

Br J Callgh

BRIAN J. CALLAGHAN, ESQUIRE

This Deed is made on this 17 day of JUNE, 2022

BETWEEN **FIRST PRESBYTERIAN CHURCH OF ATLANTIC CITY**
whose address is: 1013 Pacific Avenue
Atlantic City, NJ 08401

referred to as the Grantor,

AND **SIX NINETEEN PROPERTY MANAGEMENT, LLC**
whose address is: 168 Barclay Farms
Cherry Hill, NJ 08034

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **Five Hundred Thousand ($500,000.00) Dollar(s).**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1) Municipality of Atlantic City, Block **137** Lot(s) **10**
Qualifier Account No.

_X_ No property tax identification number is available on the date of this Deed. (check box if applicable).

Property. The property consists of land and all the buildings and structures on the land in the City of Atlantic City, County of Atlantic and State of New Jersey.

SEE ATTACHED LEGAL DESCRIPTION

BEING the same land and premises previously vested in First Presbyterian Church of Atlantic City by Deed from Camden & Atlantic Land Company, dated December 27, 1855 and recorded December 27, 1855 in Deed Book 1, Page 59 in the Atlantic County Clerk's Office.

STREET ADDRESS OF THE PROPERTY: 1013-1015 Pacific Avenue

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Witnessed by:

FIRST PRESBYTERIAN CHURCH OF ATLANTIC CITY

_____ _____(Seal)
By: Teuh Fears, President

STATE OF NEW JERSEY
SS.:
COUNTY OF ATLANTIC

I CERTIFY that Teuh Fears, President of First Presbyterian Church of Atlantic City on this 17 day of June, 2022, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) this person is the President named in this document;
(b) this person is the attesting witness to the signing of this Deed by the proper member, Teuh Fears, is the President of the corporation;
(c) this document was signed and delivered by the company as its voluntary act duly authorized by a proper resolution of its Members;
(d) this person knows the proper seal of the company which as affixed to this Document;
(e) this person signed this proof to attest to the truth of these facts.

DONNA L. COUCHOUD
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2024

_____
Notary Public

Deed **FIRST PRESBYTERIAN CHURCH OF ATLANTIC CITY** Grantor TO **SIX NINETEEN PROPERTY MANAGEMENT LLC** Grantee	Dated: 2022 _____ Record and return to: Callaghan, Thompson & Thompson 2428 Atlantic Avenue Atlantic City, NJ 08401

GIT/REP-3
(2-21)

State of New Jersey
Seller's Residency Certification/Exemption

(Print or Type)

Seller's Information

Name(s)
FIRST PRESBYTERIAN CHURCH OF ATLANTIC CITY

Current Street Address
1013-15 Pacific Avenue

City, Town, Post Office	State	ZIP Code
Atlantic City	NJ	08401

Property Information

Block(s)	Lots(s)	Qualifier
137	10	

Street Address
1013-1015 Pacific Avenue

City, Town, Post Office	State	ZIP Code
ATLANTIC CITY	NJ	08401

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100 %	$500,000.00	$500,000.00	

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.

   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

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

FIRST PRESBYTERIAN CHURCH OF ATLANTIC CITY

Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact
	Teuh Fears	President
Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact

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PG HEALTH LLC

SECOND AMENDED LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

Dated as of March 10, 2022

THE LIMITED LIABILITY COMPANY UNITS ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS PG HEALTH SECOND AMENDED LIMITED LIABILITY COMPANY OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON EXEMPTIONS UNDER THOSE LAWS. NO PORTION OF A UNIT IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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SECOND AMENDED LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

PG HEALTH LLC

This Second Amended Limited Liability Company Operating Agreement (this "Agreement") of PG HEALTH LLC, a New Jersey limited liability company (the "Company"), is entered into as of March 10, 2022 by and among the parties listed on Schedule A to this Agreement. Each of the parties hereto is sometimes hereinafter referred to as a "Member" and all of the parties hereto are sometimes hereinafter referred to as the "Members."

W I T N E S S E T H:

WHEREAS, the Company was formed by filing a Certificate of Formation with the Office of the Department of the Treasury of the State of New Jersey (the "Filing Office") on August 7, 2018;

WHEREAS, immediately prior to the execution of this Agreement, the Company filed an Amended and Restated Certification of Formation with the Filing Office on August 12, 2019, a copy of which annexed hereto as Exhibit A;

WHEREAS, the Members of the Company as of the date hereof wish to set forth their respective rights and obligations with respect to the Company in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement have the following meanings:

"**Act**" means the New Jersey Limited Liability Company Act, N.J.S.A. 42:2C-1, *et seq.*, as amended from time to time.

"**Additional Member**" means a Person that is admitted to the Company as a Member after the Effective Date pursuant to Section 3.4.

"**Agreement**" means this Limited Liability Company Operating Agreement, as amended, supplemented or restated from time to time.

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"Board of Managers" has the meaning set forth in Section 4.1.

"**Capital Contribution**" means, with respect to any Member, the stated amount of cash and fair market value (as of the date of such contribution) of property or services contributed by such Member to the Company.

"**Certificate"** means the Amended and Restated Certificate of Formation filed with the Filing Office on behalf of the Company.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" means PG Health LLC, the limited liability company governed by this Agreement.

"**Member**" and "**Members**" means the persons listed on Schedule A (as amended or supplemented from time to time) as the owners of Units or Percentage Interests, including any Additional Members.

"**Net Income"** and **"Net Loss"** shall mean the net income or loss of the Company for each fiscal year or part thereof, as determined for federal income tax purposes.

"**Ownership Interest**" means, with respect to any Member at any time, the legal ownership interest of such Member in the Company, and shall refer to such Member's respective or collective number of Units of Ownership and their right to participate in, vote on, or authorize or approve any decision concerning the management or affairs of the Company, as set forth next to such Member's name on Schedule A.

"**Percentage Interest**" means with respect to any Member at any time, the right under this Agreement and applicable Law to (a) share in the profits and losses of the Company including Net Income and Net Losses and all items of income, gain, expense, deduction, and loss allocated hereunder that are not included in the computation of Net Income or Net Losses) and (b) receive Distributions from the Company according to the amount of their Percentage Interest and, therefore, does not include any right to participate in, vote on, or authorize or approve any decision concerning the management or affairs of the Company as set forth next to such Member's name on Schedule A.

"**Person**" means any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

"Treasury Regulations" means the regulations to the Code (including Temporary Regulations) promulgated by the Internal Revenue Service from time to time.

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"Unit" means the Unit(s) held by a Member which reflect the Ownership Interest of such Member in the Company, as such Ownership Interest relates to the rights enjoyed by Members as granted by this Agreement.

1.2 Other Definitions. Certain additional defined terms used in this Agreement have the meanings specified throughout the Agreement.

ARTICLE 2
GENERAL PROVISIONS

2.1 Formation. The Company was formed pursuant to the Act when the Certificate of Formation was filed with the Filing Office.

2.2 Name. The name of the Company is "PG Health LLC", or such other name as may from time to time be selected by the Board of Managers.

2.3 Business. The business of the Company shall be to transact any lawful business for which a limited liability company may organize under the Act, including without limitation, applying for licenses to operate, and upon receipt of such license(s), operating cannabis and cannabis related businesses, including but not limited to cannabis dispensary, wholesale, processing, cultivation or delivery business pursuant to, and in conformity with, the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.A.C. §§17:30 *et seq.* (P.L.2021, c.16 (C.24:6I-31 et al.)) and all applicable laws and regulations. The Company is authorized to take any legal measures which will assist it in accomplishing these purposes or will otherwise protect or benefit the Company.

2.4 Office. The principal place of business of the Company shall be at 168 Barclay Farms, Cherry Hill, New Jersey, or such other location as the Board of Managers may determine from time to time.

2.5 Term. The term of the Company commenced with the filing of the original Certificate of Formation with the Filing Office on August 7, 2018 and shall continue until terminated pursuant to Section 10.1.

2.6 Ownership of Company Property. All property acquired by the Company, real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member, individually, shall have any ownership interest therein. Each Member hereby expressly waives any right to require partition of any Company property or any part thereof.

2.7 Registered Office; Registered Agent. The initial registered office of the Company required by the Act to be maintained in the State of New Jersey shall be in the office of the initial registered agent named in the Certificate or such other offices (which need not be a place of business of the Company) as the Board of Managers may designate from time to time in the manner provided by law. The initial registered agent of the

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Company in the State of New Jersey shall be the registered agent named in the Certificate or such other Person or Persons as the Board of Managers may designate from time to time in the manner provided by law.

2.8 No State Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership), and that no Member be an agent or partner of any other Member, for any purposes other than federal and state tax income purposes, and this Agreement shall not be construed to suggest otherwise.

2.9 Tax Matters.

2.9.1 The Company shall be treated as a partnership for Federal and state income tax purposes. The Company's initial designated "partnership representative" for purposes of Code Section 6223 is Faye Coleman (the Tax Representative). Thereafter, the Company's Tax Representative will be chosen by Board of Managers.

2.9.2 The Company's Tax Representative has sole authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and comparable provisions of State and local income tax laws.

2.9.5. The admission of the Members listed on Schedule A is effective as of the date of this Agreement for State and Federal income tax purposes.

2.9.6 The obligations of each Member or former Member under Section 2.9 shall survive the Transfer or redemption of the Member's Ownership Interest, the dissolution of the Company and the termination of this Agreement.

ARTICLE 3
CAPITAL PROVISIONS

3.1 Capital Contributions by Members: The members may agree, from time to time by a majority vote, to require the payment of a capital contribution of cash, property or services by the members, on or by a mutually agreeable date. Such contributions of cash, property or services shall be shown next to each member's name on Schedule A. The Percentage Interest and Units in the Company that each member shall receive in return for his or her capital contribution, if any, will also be indicated for each member.

3.2 Additional Contributions by Members: The members may agree, from time to time by a majority vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

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3.3 Failure to Make Contributions: If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the Company to the member after the decision is made to terminate the membership of the delinquent member.

3.4 No Interest on Capital Contributions: No interest shall be paid on funds or property contributed as capital to this Company, or on funds reflected in the capital accounts of the members.

3.5 Capital Account Bookkeeping: A capital account shall be set up and maintained on the books of the Company for each member. It shall reflect each member's capital contribution to the Company, increased by each member's share of profits in the Company, decreased by each member's share of losses and expenses of the Company, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations. Company profits contributed to members' capital accounts shall not constitute capital contributions.

3.6 Consent to Capital Contribution Withdrawals and Distributions: Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

3.7 Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the Company. The profits and losses of the Company, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's Percentage Interest in this Company.

3.8 Allocation and Distribution of Cash to Members: Cash from the Company's business operations, as well as cash from a sale or other disposition of Company capital assets, may be distributed from time to time to members in accordance with each member's Percentage Interest in the Company or as may be otherwise decided by all of the members.

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3.9 Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's Percentage Interest in the Company. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

3.10 Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this Company, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

3.11 Limitation of Liability. No Member shall have any liability to restore any negative balance in his, her, or its capital account or to contribute to, or in respect of, the liabilities or the obligations of the Company, or to restore any amounts distributed from the Company, except as may be required under the Act or other applicable law. Each Member's liability shall be limited as set forth in this Agreement, the Act, and other applicable law, and in all events no Member shall be liable, as a Member, for any indebtedness, liabilities, or other obligations of the Company, whether arising in contract, tort, or otherwise, and all such debts, liabilities, or other obligations shall be obligations solely of the Company. The failure of the Company and/or the Member to observe any formalities or requirements relating to the exercise of the powers or management of the Company's business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or the Managers for any liabilities or other obligations of the Company.

3.12 Third-Party Liabilities. The provisions of this Article 3 are not intended to be for the benefit of any creditor or other person (other than a Member in its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article 3, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability, or obligation (or otherwise) against the Company or any Member, and no Member in its capacity as a Member shall be liable to third parties for any debts, liabilities, or obligations of the Company

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ARTICLE 4
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

4.1 Management by the Board.

4.1.1 Management and control of the Company shall be vested exclusively in the Board of Managers, and the business and affairs of the Company shall be managed under the direction of the Board. The Board shall always retain the authority to make management decisions notwithstanding any delegation of duties by the Board to an employee, officer or agent. In managing the business and affairs of the Company, and in exercising its powers, the Board shall act through meetings and written consents pursuant to this Article 4.

4.1.2 The Board shall consist of three (3) Managers. Any vacancy on the Board resulting from the departure of any Manager shall be filled by majority vote on a pro rata basis according to the amount of Units owned by the remaining Managers at the time such vote is taken. The Board may, in its sole discretion, increase or decrease the size of the Board by unanimous consent.

4.1.3 The initial Board shall consist of Priscilla Wynn-Brown, Faye E. Coleman and Adrina Walker, each to serve until the earlier of their respective resignation, removal or the election by the Members of a successor Manager.

4.1.4 Except as otherwise expressly required in this Agreement or in the Act, whenever any action, including any approval, consent, determination, resolution, or decision is to be taken or given by the Board or the Company, it shall be authorized by a majority vote on a pro rata basis according to the amount of Units owned by the Managers. Such an authorization may be evidenced by a vote taken at a meeting of the Board or by a written consent pursuant to this Agreement.

4.1.5 A Person shall cease to serve as a Manager upon his/her death, a ruling by a court of competent jurisdiction that he/she is incompetent, an event which precludes the Company from obtaining directors and officers liability insurance for such Manager at normal rates, or at such time as he/she (or the Member(s) he/she represents) ceases to be a Member. A Person may also be expelled as a Manager at any time upon the written consent of Members owning a majority of the outstanding Units. A Manager may voluntarily withdraw from such position at any time upon ninety (90) days advance written notice to all of the Members.

4.1.6 Notwithstanding anything to the contrary in this Article 4, and subject to Section 4.10, the consent of at least seventy-five percent (75%) of the Units owned by the Managers, given in writing or at a meeting of the Board Managers duly called and held, shall be required to authorize the following actions of the Company:

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(a) to merge or consolidate with or into any Person (other than an entity wholly-owned, directly or indirectly, by the Company), or permit any Person to merge or consolidate with or into it;

(b) to sell the business of the Company, or sell, lease, transfer, assign or otherwise dispose of all or substantially all of the assets of the Company other than in the ordinary course of business of the Company;

(c) to issue any additional Units or Percentage Interests beyond those issued and outstanding as of the date of this Agreement;

(d) to amend this Agreement (except as otherwise provided in Section 4.8.8);

(e) to take any action that results in a liquidation or dissolution of the Company;

(f) to replace the CEO;

(g) to enter into any transaction with an affiliate of any Member that owns at least twenty percent (20%) of the Ownership Interests in the Company;

(h) to incur indebtedness on behalf of the Company in an aggregate amount outstanding at any time greater than Five Million Dollars ($5,000,000);

(i) to sell in a public offering pursuant to a registration statement under the Securities Act of 1933, as amended, directly or indirectly, any Units or Percentage Interests or other securities in the Company;

(j) to cause the Company voluntarily to file a petition in bankruptcy, or seek reorganization, the appointment of a receiver or other relief under any state or federal bankruptcy law or any similar law granting relief to debtors;

(k) to cause the Company to redeem or buy-back any outstanding Ownership Units or Percentage Interests of any Member; or

(l) enter into, assume or become bound by any contract to do any of the foregoing.

4.2 Regular Meetings. A regular meeting of the Board of Managers for the purpose of electing officers and transacting such other business as may come before the meeting shall be held without notice immediately following and at the same place as the annual Members' meeting. The Board of Managers may provide, by resolution, the place, date and hour for additional regular meetings which may be held without prior notice.

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4.3 Special Meetings. Special meetings of the Board of Managers may be called by any Manager. Written notice of any special meeting, specifying the date, time and place of the meeting, including by telephonic conference call and, at the option of the Manager calling the meeting, the purpose of the meeting, shall be given to each Manager at least two (2) days prior thereto. Such notice may be delivered by facsimile transmission.

4.4 Notice of Meeting; Waiver of Notice. Meetings of the Board of Managers shall be held at such place as shall be designated in the notice of meetings. Notice of any meeting need not be given to any Manager who signs a waiver of notice before or after the meeting.

4.5 Liability of Parties. No Member or Manager, and no officer or director of a Member, shall be liable to the Company or to any other Member or Manager for (a) the performance of, or the omission to perform, any act or duty on behalf of the Company if, in good faith, the Member, Manager, officer or director determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (b) the termination of the Company and this Agreement pursuant to the terms hereof, and (c) the performance of, or the omission to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.

4.6 Officers. The Board of Managers may elect officers, including a president, a vice president, a treasurer, a secretary and any other officers it shall deem necessary. One individual may hold two or more offices. Each officer shall serve at the pleasure of the Board of Managers and shall be subject to removal by the Board of Managers at any time, with or without cause. Nothing in this Section or otherwise in this Agreement shall be construed as constituting any officers or any other Persons as a "Manager" within the meaning of this Agreement.

4.7 Indemnification of Managers and Officers. The Company, its successors, assigns, receiver or trustee shall indemnify, defend and hold each Manager and officer (and their respective heirs, personal representatives, and successors) harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of the Manager or officer on behalf of the Company (exclusive of acts taken as an independent contractor for the Company), and amounts paid in settlement of any of the foregoing, provided that the same were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Manager or officer against whom a claim is asserted. The Company may advance to any Manager or officer (and their respective heirs, personal representatives, and successors) the costs of defending any claim, suit or action against such Person if the Person undertakes to repay the funds advanced, with interest, if the Person is not entitled to indemnification under this Section 4.7.

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4.8 Obligations of the Board of Managers. In addition to the obligations expressly provided by law or this Agreement, the Board of Managers shall act at all times in a fiduciary manner with respect to the Company, the Members and the Company's property and assets. The Board of Managers shall:

4.8.1 Devote such efforts to the business and affairs of the Company as the Board of Managers shall, in its discretion exercised in good faith, determine to be necessary to conduct the business and affairs of the Company;

4.8.2 Execute, file, record and/or publish all certificates, statements and other documents and do any and all other things as may be appropriate for the formation, qualification and operation of the Company and for the conduct of its business in all appropriate jurisdictions;

4.8.3 Retain independent public accountants to prepare tax returns of the Company and to review its annual financial statements;

4.8.4 Retain attorneys to represent the Company and employ consultants, as deemed necessary to assist in the operations of the Company;

4.8.5 Use reasonable efforts to maintain the status of the Company as partnership for federal and state income tax purposes;

4.8.6 Have responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in the Board of Managers' immediate possession or control, and not use or permit others to use such funds or assets in any manner except for the benefit of the Company;

4.8.7 Maintain a current list of the names and last known addresses of, and number of Units or Percentage Interests owned by, each Member and other Company documents at the Company's principal office, which documents shall be made available there at reasonable times during ordinary business hours for inspection by any Member or his/her representative for any purpose reasonably related to the business of the Company; and

4.8.8 Amend this Agreement in its sole discretion solely in order to remedy any ambiguity or formal defect or omission within this Agreement; conform this Agreement to applicable laws and regulations; and make any changes to this Agreement which, in the good faith judgment of the Board of Managers, does not prejudice the rights of the Members.

4.9 Extraordinary Transactions. Neither the Company, the Board of Managers nor any Member of the Company shall have the power or authority to cause the Company to, without the consent of the Members holding at least seventy-five percent (75%) of the

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Units, given in writing or at a meeting of the Members duly called and held in accordance with Article 5 of this Agreement:

4.9.1 To issue Units or Percentage Interests, or other inteerests for consideration other than cash;

4.9.2 To commence dissolution proceedings or dissolve the Company;

4.9.3 To change the nature of the Company's business set forth in Article 2, provided however, that the Board of Managers shall have sole control over the business policies and guidelines employed by the Company;

4.9.4 To merge or consolidate with or into any Person, or permit any Person to merge or consolidate with or into it, or enter into any joint venture, partnership or other business combination with any other Person (or adopt a plan to do any of the foregoing); or

4.9.5 To sell, lease, transfer, assign or otherwise dispose of (a) any real property of the Company or (b) any other material properties or assets, tangible or intangible, of the Company other than in the ordinary course of business.

ARTICLE 5
RIGHTS AND REPRESENTATIONS OF MEMBERS

5.1. No Management or Control; Limited Liability. Except as set forth in Article 5, none of the Members, in their capacity as Members, shall participate in the management or control of the Company's business, nor shall they transact any business for the Company or have the power to sign for or bind the Company, said powers being vested solely and exclusively in the Board of Managers. No Member shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company in excess of his or her Capital Contribution, if any, remaining in the Company. No salary shall be paid to any Member in his or her capacity as a Member, nor shall any Member have a drawing account or earn interest on his or her Capital Contribution.

5.2 Place of Meeting; Notice. All meetings of Members shall be held at the principal office of the Company or at such other place, either within or outside of the State of New Jersey, as shall be fixed by the Board of Managers. Written or printed notice stating the place, date and hour of the meeting shall be given not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at the meeting. The notice shall designate with reasonable specificity the business to be conducted at the meeting.

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5.3 Annual Meeting. The annual meeting of Members for the purpose of electing Managers and for the transaction of such other business as may come before the meeting, shall be held on the anniversary date of the Company's formation, or at such other time as may be fixed by the Board of Managers.

5.4 Investment Representations. As of the date hereof (or, with respect to each Member admitted to the Company after the date of this Agreement, as of the date of such admission), each Member each referred to as a "Member" for purposes of this Section 5.4) hereby makes each of the following representations and warranties with respect to such Member's investment in the Company, which such representations and warranties shall survive the execution and delivery of this Agreement (for avoidance of doubt, each Unit and Percentage Interest Holder, by accepting or holding any Units or Percentage Interests, shall be deemed to have agreed to and made to the Company each of the representations and warranties set forth in this Section 5.4):

5.4.1 Such Member's acquisition of its Units or Percentage Interests is being made for its own account for investment, and not with a view to the Transfer, sale or distribution thereof.

5.4.2 Such Member acknowledges and agrees that, except as set forth in this Agreement, such Member has neither received, nor is entitled to rely upon, any representations or warranties from the Company or any manager, officer, employee or agent thereof. Subject to the preceding sentence, such Member (a) is acquiring its Units or Percentage Interests based upon its own investigation; (b) agrees that the exercise by such Member of its rights and the performance of its obligations under this Agreement will be based upon its own investigation, analysis, and expertise; (c) has received all information that such Member deems necessary to make an informed investment decision with respect to an investment in the Company; (d) has had the unrestricted opportunity to make such investigation as such Member desires pertaining to the Company and an investment therein and to verify information furnished to such Member; and (e) has had the opportunity to ask questions of representatives of the Company and regarding such Member's investment therein. Notwithstanding the foregoing, the only information upon which such Member has relied in purchasing Units or Percentage Interests is that information set forth only in this Agreement. Such Member does not desire to receive any further information. Such Member has received no representations or warranties from the Company, its employees, agents or attorneys in making this investment decision other than as set forth in this Agreement.

5.4.3 Such Member understands that such Member must bear the economic risk of an investment in the Company for an indefinite period of time because (a) the Units or Percentage Interests have not been registered under the Securities Act or any applicable state securities laws; and (b) pursuant to the terms of this Agreement, there are restrictions on the Transfer of the Units or Percentage

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Interests. Furthermore, such Member understands that the Company is not obligated to register the Units or Percentage Interests for resale under the Securities Act or any applicable state securities laws or to provide any Member with information or assistance in complying with any exemption under the Securities Act or any applicable state securities laws.

5.4.4 Each Member who is an individual represents and warrants that he or she has secured the permission and consent of his or her spouse to enter into this Agreement and fully perform his or her obligations hereunder.

5.4.5 Each Member represents, warrants and agrees that he or she will submit with this Agreement, or within a reasonable time thereafter, a properly completed Form W-9, and shall cooperate with the Company upon its request to update and maintain such Form W-9.

5.4.6 **EACH MEMBER RECOGNIZES THAT THE INVESTMENT IN THE UNITS IS AN INVESTMENT INVOLVING A HIGH DEGREE OF RISK**. Each Member recognizes that there is no market for the Units or Percentage Interests, and none is expected to develop; accordingly, each Member's investment in the Company will be illiquid, as well as subject to substantial contractual restrictions upon transferability. Each Member is also aware that distribution to Member of gains, if any, resulting from an investment in the Company may not occur for several years after the date of this Agreement.

5.4.7 For purposes of the application of state securities laws, each Member represents that it is a bona fide resident of, and/or is domiciled in, the state it has identified to the Company. Each Member intends that the state securities laws of the state identified as such Member's address will govern this transaction.

5.4.8 Each Member represents and warrants that it is not acquiring the Units or Percentage Interests with a view to realizing any benefits under U.S. federal income tax laws, and no representations have been made to such Member that any such benefits will be available as a result of such Member's acquisition, ownership or disposition of the Units or Percentage Interests.

5.4.9 Such Member has reviewed and understands the terms of this Agreement. The purchase of Units or Percentage Interests involves a high degree of risk and such Member acknowledges that such Member can bear the complete economic risk of the purchase of Units or Percentage Interests, including the total loss of the investment represented thereby, which is not disproportionate to such Member's net worth, and that such Member has adequate means of providing for its current needs and contingencies following such Member's investment in the Company. Such Member is able to bear the financial and other risks of holding the Units or Percentage Interests for an indefinite period of time and the risk of loss of

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Member's entire investment in the Company. Such Member has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring the Units or Percentage Interests, and of making an informed investment decision with respect thereto. Such Member has obtained, to the extent such Member deems necessary, such Member's own professional advice with respect to the risks inherent in the investment in the Units or Percentage Interests, the condition and terms set forth in this Agreement, and the suitability of the investment in the Units or Percentage Interests in light of such Member's financial condition and investment needs.

5.4.10 Such Member understands that the Units or Percentage Interests will not be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code.

5.4.11 Such Member understands that this Agreement do not purport to satisfy the "prospectus" requirements that would apply to the issuance of the Units or Percentage Interests if the offering of the Units or Percentage Interests were a "public offering" within the meaning of the Securities Act.

5.4.12 Such Member is not acquiring the Units or Percentage Interests as a result of, or in reliance on, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or any other general solicitation regarding the offering of Units or Percentage Interests conducted by the Company or any of its managers, officers or agents.

5.4.13 Such Member understands that no governmental agency has made any finding or determination as to the fairness of the terms of the offering and sale of the Units or Percentage Interests, or this Agreement

5.4.14 Such Member acknowledges that purchase of Units or Percentage Interests may involve tax consequences. Such Member is not relying on the Company or any of its members, managers, officers, employees, agents or representatives for legal, accounting, investment or tax advice, and such Member has sought independent legal, accounting, investment and tax advice to the extent such Member has deemed necessary or appropriate in connection with such Member's decision to purchase the Units or Percentage Interests.

5.4.15 The money to be contributed in respect of such Member's Capital Contribution is not related to, or derived from, any activities that would be illegal under United States law. Such Member complies with the anti-money laundering source of funds requirements under the laws of the United States of America and the laws of such Member's jurisdiction. Such Member is not owned or controlled by any person, organization or vessel designated on the OFAC list of Specially

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Designated Nationals and Blocked Persons or any US Executive Order. "OFAC" means the Office of Foreign Assets Control of the US Department of the Treasury.

5.5 Members' Other Business. Nothing contained in this Agreement shall be construed to prohibit any Member, Manager, officer, employee or other Person affiliated with or related to any of them from owning, operating, or investing in any cannabis related business or company not owned or operated by the Company or any affiliate of the Company located outside of the State of New Jersey. Each Member acknowledges that the other Members, and any Manager, officer, employee or other Person affiliated with or related to any of them may engage in or possess an interest in other business ventures of any nature and description, independently or with others, and neither the Company nor the Members shall have any rights, by virtue of this Agreement or the relationship through the Company, in and to such other ventures or to the income or profits derived therefrom.

ARTICLE 6
ALLOCATIONS AND DISTRIBUTIONS

6.1 Profit and Loss Allocation. The Net Income of the Company will be allocated to the Members in proportion to their Percentage Interests. The Net Losses of the Company up to the amounts invested by the Members will be allocated to all Members in proportion to their Percentage Interests.

6.2 Distributions. The Company shall distribute available cash to the Members at such time or times as determined by the Board of Managers. Any such distribution shall be made to the Members in proportion to their respective Percentage Interests and be payable in cash. To the extent available, the Company shall distribute cash in an amount representing at least 40% of the Net Income allocated to the Members each year to satisfy a substantial portion of the taxes on such Net Income.

6.3 Reliance on Records. Distributions will be made only to the Persons who, according to the books and records of the Company, are the holders of record of the Ownership Interests in the Company, or the holders of record of the Ownership Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member of the Company shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or Member of the Company has knowledge or notice of any transfer or purported transfer of any Ownership Interest in the Company.

ARTICLE 7
TRANSFER OF OWNERSHIP INTEREST CONDITIONS

7.1 General Restrictions: Except as otherwise provided in Section 4.1.6 of this Agreement, no Member shall directly or indirectly sell, assign, mortgage, hypothecate, transfer, pledge, create a security interest in or lien upon, encumber, give, place in trust, or

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otherwise voluntarily or involuntary dispose of any Units or Percentage Interests or Percentage Interests (any of the foregoing acts being referred to herein as a "Transfer" of such Units or Percentage Interests or Percentage Interests) prior to January 1, 2025. All Transfers must comply with the provisions of Article 7 of this Agreement. Any Transfer not made in accordance with Article 7 shall be null, void and of no effect with respect to the Company and the other Members.

7.2 Status of Members. Notwithstanding anything to the contrary in this Agreement, no transferee of any Unit(s) or Percentage Interest(s) received pursuant to a Transfer shall become Member in respect of or be deemed to have any ownership rights in the Unit(s) and Percentage Interest(s) so transferred unless the purported transferee is admitted as a Member as set forth in this Article 7. Any Member who transfers all of his or her Unit(s) and Percentage Interest(s) (a) shall cease to be a Member upon such Transfer and, if applicable, a member of the Board of Managers, and (b) shall no longer possess or have the power to exercise any rights or powers of a Member of the Company.

7.3 Limitations. Notwithstanding anything to the contrary in this Agreement, no Unit or Percentage Interest may be transferred prior to January 1, 2025 and thereafter, each Member may transfer a maximum of twenty-five percent (25%) of its Units or Percentage Interests after January 1, 2025, fifty percent (50%) of its Units or Percentage Interests after January 1, 2026, sevety-five percent (75%) of its Units or Percentage Interests after January 1, 2027, and one hundred percent (100%) of its Units or Percentage Interests after January 1, 2028. Further, no Unit may be transferred and the Company may not issue any Unit, unless (a) such transfer or issuance, as the case may be, shall not affect the Company's existence or qualification as a limited liability company under the Act; (b) such Transfer or issuance, as the case may be, shall not cause the Company to be classified as other than a partnership for U.S. federal income tax purposes; (c) such Transfer or issuance does not violate any terms of the Company's license(s) or applicable laws or regulations relating to its ATC; (d) such Transfer or issuance shall not cause the Company to be taxable as a "publicly traded partnership" under the Code (unless such Transfer is in connection with an initial public offering of securities of the Company); (e) such Transfer or issuance shall not constitute a violation of any Federal or state securities laws or a breach of the conditions to any exemption from registration of the Units or Percentage Interests under any such laws or a breach of any undertaking or agreement of a Member entered into pursuant to such laws or in connection with obtaining an exemption thereunder; and (f) such Transfer or issuance shall not cause the Company to suffer any other adverse legal or tax consequences. The Company shall not transfer upon its books any Units or Percentage Interests unless prior thereto the Company has received (or the Board of Managers has waived in writing the requirement that the Company receive) an opinion of counsel in form and substance reasonably satisfactory to the Company that such transaction is in compliance with this Section 7.3.

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7.4 Procedures for Transfer.

7.4.1 Subject in all events to the restrictions on Transfer contained in this Article 7, a Member may Transfer all or any part of his or its Units or Percentage Interests in accordance with this Section 7.4.

7.4.2 No Transfer of Units or Percentage Interests may be completed until the prospective transferee is admitted as a Member of the Company by (a) complying with all applicable licensing requirements and other laws and regulations relating to the Company's ATC, and (b) executing and delivering to the Board of Managers a written undertaking to be bound by the terms and conditions of this Agreement, unless the transferee is already a Member. Upon the amendment of Schedule A by the Board of Managers and the satisfaction of any other applicable conditions, such prospective transferee shall be admitted as a Member and deemed listed as such on the books and records of the Company.

7.5 Right of First Refusal. Notwithstanding any other section of this Article 7, if any Member (the "Transferring Member") desires to Transfer all or any part of such Member's Units or Percentage Interests ("**Offered Units or Percentage Interests**") to a bona fide third party purchaser (a "**Third Party Transfer**"), such Member shall give written notice (the "ROFR Notice"), which shall set forth the number of Offered Units or Percentage Interests, the material terms of such Third Party Transfer (including the price per Offered Unit) and the identity of such bona fide third party purchaser (the "Prospective Transferee"), to the Company. For a period of ten (10) days following the delivery of the ROFR Notice, the Company shall have the right to elect to purchase all (but not less than all) of the Offered Units or Percentage Interests at the price per Offered Unit and on the other material terms set forth the ROFR Notice (the "ROFR").

7.5.1 If the Company has elected to purchase Offered Units or Percentage Interests, the closing of the purchase and sale shall occur at the offices of the Company at 10:00 a.m. on the tenth (10th) day following the delivery to the Transferring Member of notice of the Company's election to purchase all of the Offered Units or Percentage Interests pursuant to Section 7.5 hereof (the "Closing"). The Transferring Member and the Company shall each execute and deliver such agreements and other documents as may reasonably be requested by any of the parties in connection with the transactions contemplated in this Section 7.5.

7.5.2 In the event that the Company shall fail to tender the required consideration at the Closing, or in the event that the Company does not elect to purchase all of the Offered Units or Percentage Interests pursuant to Section 7.5, then all of the Offered Units or Percentage Interests may be Transferred by the Transferring Member to the Prospective Transferee for a per Offered Unit price that is equal to or greater than the per Offered Unit price and subject to the other material

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terms set forth in the ROFR Notice; provided, however, that such Transfer must be consummated within sixty (60) days of the date of receipt of the ROFR Notice by the Company. In the event that the Transferring Member so transfers any Offered Units or Percentage Interests to the Prospective Transferee, the effectiveness of such Transfer shall be conditioned upon the Prospective Transferee's having agreed in writing to be bound by the terms of this Agreement as a "Member" and acknowledged that the Offered Units or Percentage Interests (and any other Units or Percentage Interests thereafter acquired by such Prospective Transferee) shall be bound by the terms of this Agreement (including Section 7.4), and having executed any documents and made any representations, warranties and covenants, in each case, required by the Board of Managers. If the Transferring Member fails to transfer any portion of the Offered Units or Percentage Interests to the Prospective Transferee during such sixty (60) day period, the Transferring Member shall not be permitted to Transfer any such Offered Units or Percentage Interests without first complying, again, with the provisions of this Section 7.5 with respect to any Transfer of such Offered Units or Percentage Interests.

ARTICLE 8
ACCOUNTS

8.1 Books. The Board of Managers shall maintain or cause to be maintained complete and accurate books of account of the Company's affairs at the Company's principal office, including a list of the names and addresses of all Members and the aggregate Capital Contributions of each Member. Each Member shall have the right to inspect the Company's books and records at any reasonable time upon advance written request to each Member's representative.

8.2 Reports and Returns. The Board of Managers will furnish or will cause to be furnished to each Member:

(a) annually, prior to March 31 of each year, an Internal Revenue Service Schedule K-1 with respect to such Member;

(b) no less than thirty (30) days after the end of each calendar quarter, each Member will receive unaudited reports of the performance of the Company for the preceding calendar quarter; and

(c) reviewed year-end financial statements annually, and other periodic reports concerning material Company developments.

8.3 Fiscal Year. The fiscal year of the Company for both financial reporting and tax purposes shall be the calendar year.

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8.4 Method of Accounting. The books and accounts of the Company shall be maintained using the cash method of accounting for both financial reporting and tax purposes.

8.5 Bank Accounts. All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Company. The funds of the Company will not be commingled with the funds of any other Person.

ARTICLE 9
DISSOLUTION OF THE COMPANY

9.1 Dissolution. Subject to the Act, the Company shall be dissolved and its affairs shall be wound up upon the affirmative approval of at least seventy-five percent (75%) of the Units or Percentage Interests owned by the Managers and at least seventy-five percent (75%) of the Units or Percentage Interests of the Members. Any other provision of this Agreement to the contrary notwithstanding, and except as otherwise expressly required under the Act, no withdrawal, assignment, removal, bankruptcy, insolvency, death, incompetency, termination, dissolution or distribution with respect to any Member or any Ownership Interest will effect a dissolution of the Company.

9.2 Liquidation of Company Interests.

9.2.1 Liquidation. Upon dissolution, the Company will be liquidated in an orderly manner.

9.2.2 Final Allocation and Distribution. Upon dissolution of the Company (whether or not an early dissolution), a final allocation of all items of income, gain, loss and deduction will be made in accordance with Article 3, and all of the Company's assets, or the proceeds therefrom, shall be distributed or used as follows and in the following order of priority (which order shall be without prejudice to the liability of the Board of Managers to creditors of the Company under the Act in the event of the insolvency of the Company):

(a) for the payment of the Company's liabilities and obligations to its creditors and the expenses of liquidation; then

(b) to the setting up of any reserves that the Board of Managers may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; then

(c) to the Members, in accordance with the positive balances in their respective Capital Accounts; then

(d) to the Members, to the extent that they have been allocated and distributed less than the amount of their original investments; then

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(e) to the Members, pro rata to their Percentage Interests, and without giving effect to the balances in the Capital Accounts of the Members.

9.3 Liability for Return of Capital Contributions. Each Member, by execution of this Agreement, agrees that liability for the return of such Member's Capital Contribution is limited to the Company's assets and, in the event of an insufficiency of such assets to return the amount of such Member's Capital Contribution, hereby waives any and all claims whatsoever, including any claim for additional contributions that such Member might otherwise have, against the Company or any of its agents or representatives (in each case in the absence of a conviction of fraud or willful misconduct and a judicial determination that such insufficiency was caused by such fraud or willful misconduct) by reason thereof. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and such Member's Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the Company or any of its agents or representatives.

ARTICLE 10
NOTICES

All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient), or when sent by electronic mail (i.e. email) or facsimile followed by the mailing of a copy as set forth in clause (b) or (c) below; (b) on the business day after the date sent, when sent by national recognized overnight courier service; or (c) four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, if to the Company, to its address set forth herein, and if to any Member, to the address set forth on Schedules A and B to this Agreement. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

ARTICLE 11
MISCELLANEOUS

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding between the parties hereto with respect to the subject matter hereof.

11.2 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Jersey, without regard to principles of conflicts of law.

11.3 Consent to Jurisdiction, Service of Process. The parties hereto agree that

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the state and federal courts of the State of New Jersey shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, and hereby expressly and irrevocably submit and consent in advance to such jurisdiction in any action or proceeding. The parties hereby waive personal service of the summons and complaint or other process and agree that service of such summons and complaint, or other process or papers shall be made inside or outside the State of New Jersey by conforming to the notice provisions set forth in Article 11 of this Agreement, or in such other manner as may be permissible under the rules of said courts.

11.4 Binding Effect. Except as otherwise provided herein, this Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

11.5 Counterparts. This Agreement may be executed in counterparts of the signature pages, each of which shall be considered an original, and all of which together shall constitute one instrument.

11.6 Electronic Signatures. The words "executed" or "signed" and words of like import are deemed to include electronic signatures, including signatures sent by e-mail in PDF format (with or without original signatures), all of which are deemed to constitute original signatures and are binding upon the signatories.

11.7 Separability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, as to such jurisdiction, is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11.8 Headings. The Section and other headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.

11.9 Gender and Number. Whenever required by the context hereof, all pronouns and any variations thereof are deemed to refer to the masculine, feminine and neuter, singular and plural.

11.10 Legal Representation. Each of the Members acknowledge and agree that he or she has been advised by the law firm of Small Axe Advisors LLC ("Small Axe Advisors") that Small Axe Advisors represents only the Company in connection with the preparation, negotiation and execution of this Agreement, and that Small Axe Advisors has advised each other Member that he or she has the right to, and should, engage independent legal counsel in connection with same. By execution of this Agreement, each other Member agrees that he or she has either engaged independent counsel or waived their right to same.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF, the undersigned members of the Board of Managers have executed this Second Amended Limited Liability Company Operating Agreement as their act and deed to be effective as of the day and year first above written.

DocuSigned by:
Faye Coleman
8D50513D843D4CF...

Faye E. Coleman, Managing Member

DocuSigned by:
Priscilla Wynn
15F02630B3114A0...

Priscilla Wynn-Brown, Managing Member

DocuSigned by:
92E5BA2843F0484...

Adrina Walker, Managing Member

DocuSign Envelope ID: 51021EED-E01A-4DB1-951F-996BF8890758

SCHEDULE A

MEMBERS
Revised March 10, 2022

PG Health LLC Member	Gender	Units	Percentage Interest
Faye Coleman	Female	[redacted]	
Priscilla Wynn	Female		
Valarie Dollison	Female		
Adrina Walker	Female		
Dr. Valerie Armstead	Female		
Nadia Duchantier	Female		
Martha Randolph	Female		
Pauline Williams	Female		
Jade Clark	Female		
Jordan Clark	Male		
Jasmine Brown	Female		
Hope Wiseman	Female		
Brian Fulton	Male		
PG Investors I LLC	41% Female 59% Male		
Total		**100**	**100%**

The undersigned Managing Members, who constitute the Board of Managers approve the above Schedule A of members and their respective interests, effective as of the day and year above written.

DocuSigned by:
Faye Coleman
8D50513D843D4CF...
Faye E. Coleman, Managing Member

DocuSigned by:
Priscilla Wynn
15F62830B3114A0...
Priscilla Wynn-Brown, Managing Member

DocuSigned by:
82E5BA2843F0484...
Adrina Walker, Managing Member

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EXHIBIT A

AMENDED AND RESTATED CERTIFICATION OF FORMATION

(See attached)

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L-112 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services

Restated and Amended Certificate of Formation

Limited Liability Company

RST

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
Corporation Section
Filed
Submission ID: 60447
Filed: 8/21/2019 4:45:24 PM

0450294823

This form may be used to restate and integrate, AND FURTHER AMEND, the Certificate of Formation of a Limited Liability Company on file with the Department of the Treasury, as supplemented and amended by any instrument that was executed and filed pursuant NJSA 42.

1. Name of Limited Liability Company: PG Health LLC
2. NJ 10 digit ID Number: 0450294823
3. New LLC Name: (If applicable) _____
4. Other Provisions: _____
5. The Restated Certificate of Formation is amended as follows: (Use attachments if required)
   The Member/Managers clause is amended to delete the current statement and to now state:

   The members and Managers of the Company shall be as stated or identified as provided in the current operating agreement of the Company.
6. Attachments:

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42 and that they are authorized to sign this form on behalf of the LLC.

Signature Krishna Narine, General Counsel Date 08/21/19

Name Krishna Narine, General Counsel

3059390

COOPER LEVENSON
ATTORNEYS AT LAW

1125 Atlantic Avenue – 3rd Floor
Atlantic City, NJ 08401
Phone (609) 344-3161
Toll Free (800) 529-3161
Fax (609) 344-0939
www.cooperlevenson.com

NICHOLAS F. TALVACCHIA
Also Admitted to PA Bar
EMAIL: ntalvacchia@cooperlevenson.com

Direct Phone: (609) 572-7544
Direct Fax: (609) 572-7545

FILE NO. 64325-1

June 21, 2022

Lisa M. D'Alessandro, Board Secretary
Planning & Development Offices
City of Atlantic City
City Hall, Suite 508
1301 Bacharach Boulevard
Atlantic City, New Jersey 08401

Re: 1015 Pacific Avenue
Lot 10 in Block 137

Dear Ms. D'Alessandro:

We represent PG Health LLC in support of a land use application with regard to the above-captioned property and therefore request that you provide this office with a Certified List of Property Owners and Registered Utilities within a 200-foot radius of the subject property.

Enclosed please find our firm check in the amount of $10.00 for the cost of the list. For your convenience, we enclose a self-addressed stamped envelope to send us the requested information.

Please feel free to contact us with any questions.

Thank you for your attention to this matter.

Very truly yours,

Cooper Levenson, P.A.

Nicholas F. Talvacchia

NFT/bms
Enclosures
CLAC 6993551.1

COOPER LEVENSON
ATTORNEYS AT LAW

1125 Atlantic Avenue – 3rd Floor
Atlantic City, NJ 08401
Phone (609) 344-3161
Toll Free (800) 529-3161
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NICHOLAS F. TALVACCHIA
Also Admitted to PA Bar
EMAIL: ntalvacchia@cooperlevenson.com

Direct Phone: (609) 572-7544
Direct Fax: (609) 572-7545

FILE NO. 64325-1

June 21, 2022

City of Atlantic City
Attn: Tax Collector's Office
1301 Bacharach Blvd., 1st Floor, Suite 125
Atlantic City, NJ 08401

Re: 1015 Pacific Avenue
Lot 10 in Block 137

To Whom it May Concern:

We represent PG Health LLC in support of a land use application with regard to the above-captioned property and therefore request that you provide this office with a current Proof of Payment of Taxes.

Please advise if there are any fees associated with this request. For your convenience, we enclose a self-addressed stamped envelope to send us the requested information.

Please feel free to contact me with any questions. Thank you.

Very truly yours,

Nicholas F. Talvacchia

NFT/bms
Enclosures

CLAC 6993552.1

ESCROW SETUP INFORMATION

The Information below is necessary to initially set up your Escrow Account.

Applicant's Name: PG Health LLC

Applicant's Address: 168 Barclay Farms #175, Cherry Hill, NJ 08034

*Applicant's Signature: Nicholas F. Talvacchia, Esquire, Attorney for Applicant

Applicant's Phone No.: 609-572-7544 Nicholas F. Talvacchia, Esquire, Attorney for Applicant

Applicant's Email Address: c/o ntalvacchia@ccoperlevenson.com

Applicant's Date of Birth: N/A

Tax Identification or Social Security Number: 83-1491646

Assigned Escrow #: _____

Should you require assistance or have any questions, please do not hesitate to contact:

Atlantic City Planning:

Lisa D'Alessandro, Board Secretary
City of Atlantic City Planning
1301 Bacharach Boulevard
City Hall-Suite 508
Atlantic City, NJ 08401
Email: LDAlessandro@cityofatlanticcity.org
609-347-5404

CRDA:

Loreta Acevedo, Project Officer
Casino Reinvestment Development Authority
15 S Pennsylvania Avenue
Atlantic City, NJ 08401
Email: lacevedo@njcrda.com
609-347-0500

Resolution of the City of Atlantic City

No. 266

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Barbara Woolley-Dillon /s/ Director Planning & Development

Prepared by City Solicitor's Office

Council Member MARSHALL presents the following Resolution:

RESOLUTION IN SUPPORT FOR SUITABILITY OF CANNABIS BUSINESS
PG HEALTH LLC

WHEREAS, PG Health LLC, operators of a proposed cannabis business are required to demonstrate local support for the suitability and appropriateness of its business location from a municipality pursuant to N.J.A.C. 17:30-5.1(g) and/or pursuant to the provisions of N.J.S.A. 24:6I-7.2(4); and

WHEREAS, pursuant to the provisions of N.J.S.A. 17:30-5.1, the City of Atlantic City has adopted Ordinance No. 51 of 2021 amending Chapter 163 to license and regulate cannabis businesses in designated zoning districts; and

WHEREAS, the applicant, PG Health LLC, (the "License-Applicant") has sought such a letter of support to apply for a state license to operate a licensed Class 5 retail cannabis dispensary business at the address 1015 Pacific Avenue, located in the Zoning District CBD formerly the NC-2 District ; and

WHEREAS, the City of Atlantic City has reviewed and considered the request of the License-Applicant to conduct the cannabis business at the location described above; and

WHEREAS, the City of Atlantic City has determined that it has authorized the type of cannabis business license being sought by the License-Applicant to operate within its jurisdiction subject to approval by the CRDA; and

WHEREAS, to the extent the City of Atlantic City has imposed a limit on the number of licensed cannabis businesses within its jurisdiction, the issuance of a license to the License-Applicant by the Cannabis Regulatory Commission would not exceed that limit as of the date of this Resolution; and

WHEREAS, the City of Atlantic City has determined that the proposed location is suitable and appropriate for the proposed activity subject to CRDA approval, related to the operations of the proposed cannabis business to be conducted by the License-Applicant; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atlantic City hereby authorizes this resolution of local support for PG Health LLC and purpose described herein.

ew April 22, 2022 11:07 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH		X				X
KURTZ		X					SHABAZZ	X					
MARSHALL	X						WEEKES		X				
MORSHED	X				X		ZIA	X					
							TIBBITT, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 20, 2022 Paula Geletei

/s/ Paula Geletei, City Clerk

COOPER LEVENSON, P.A.
1125 ATLANTIC AVENUE • THE THIRD FLOOR
ATLANTIC CITY, NEW JERSEY 08401
ATTORNEY TRUST ACCOUNT

3696

CHECK #

PARKE BANK
A Return to Better Banking
601 DELSEA DRIVE • SEWELL NJ 08080

55-781/312

EZShield™ Check Fraud Protection for Business

DATE

AMOUNT

06-24-22

PAY THE AMOUNT OF

$550.00

PAY TO

Five Hundred Fifty Dollar and no cents

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

AUTHORIZED SIGNATURE

Details on back.

64325

⑈003696⑈ ⑆031207814⑆ 9000668666⑈

COOPER LEVENSON, P.A.
1125 ATLANTIC AVENUE • THE THIRD FLOOR
ATLANTIC CITY, NEW JERSEY 08401
ATTORNEY TRUST ACCOUNT

3696

INVOICE	INV. DATE	DESCRIPTION	VOUCHER I.D.	NET AMOUNT
06-24-22	64325.00001	LAND USE MATTER IN ATLANTIC CITY, NEW JERSEY		
		PG HEALTH, LLC		
		CASINO REINVESTMENT DEVELOPMENT AUTHORITY		$550.00

PRODUCT FLV550 MCBEE To Reorder: 1-800-862-2331 or www.mcbeeinc.com

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COOPER LEVENSON, P.A.
1125 ATLANTIC AVENUE • THE THIRD FLOOR
ATLANTIC CITY, NEW JERSEY 08401
ATTORNEY TRUST ACCOUNT

3697

CHECK #

PARKE BANK
A Return to Better Banking
601 DELSEA DRIVE • SEWELL, NJ 08080

55-781/312

EZShield® Check Fraud Protection for Business

DATE

AMOUNT

06-24-22

PAY THE AMOUNT OF

$4,200.00

PAY TO

Four Thousand Two Hundred Dollar and no cents

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

AUTHORIZED SIGNATURE

Details on back.

64325

⑈003697⑈ ⑆031207814⑆ 9000668666⑈

COOPER LEVENSON, P.A.
1125 ATLANTIC AVENUE • THE THIRD FLOOR
ATLANTIC CITY, NEW JERSEY 08401
ATTORNEY TRUST ACCOUNT

3697

INVOICE	INV. DATE	DESCRIPTION	VOUCHER I.D.	NET AMOUNT
06-24-22	64325.00001	LAND USE MATTER IN ATLANTIC CITY, NEW JERSEY		
		PG HEALTH, LLC		
		CASINO REINVESTMENT DEVELOPMENT AUTHORITY		$4,200.00

PRODUCT FLV550 MCBEE To Reorder: 1-800-662-2331 or www.mcbeeinc.com

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