

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 PROPERTYLocation: 1705-1717 Atlantic Avenue, 1714 Arctic Avenue, 1736 Arctic Avenue, 19 N. Martin Luther King Boulevard, Atlantic City, NJ

Tax Map	Page <u>48</u>	Block <u>289</u>	Lot(s) <u>1,9,12,14</u>
	Page <u>49</u>	Block <u>290</u>	Lot(s) <u>2,3,4</u>
	Page _____	Block _____	Lot(s) _____

Dimensions Frontage 218.85 Depth 550' Total Area 120367.5'Zoning District CBD**2. APPLICANT**Name Starboard Enterprises NJ LLCEmail jcohn@agri-kind.comAddress 740 Springdale Drive, Suite 130, Exton PA 19341Telephone Number 610-656-8083Applicant is a: Corporation ☒ Partnership ☐ Individual ☐**3. If Owner is other than the applicant, provide the following information on the Owner(s):**Owner's Name Amelia Associates, a New Jersey general partnership as to Block 289, Lots 1, 9 & 14Email truposzms@gmail.comAddress 3000 Boardwalk, Atlantic City, New Jersey 08401Telephone Number 609-287-8300Owner's Name 19 North MLK Boulevard Associates LLC as to Block 290, lots 2, 3 and 4

Email _____

Address _____

Telephone Number _____

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.).

		526 Pacific Ave, Unit 1401	
Name	Jon Cohn	Address	Atlantic City, NJ 08401
		Interest	44.79%
Name	Craig McHugh	Address	526 Pacific Ave, Unit 2604
		Interest	22.76%
Name		Address	Atlantic City, NJ 08401
		Interest	
Name		Address	
		Interest	
Name		Address	
		Interest	

See disclosure statement attached as Exhibit A.

5. PROPERTY INFORMATION:

Restrictions, covenants, easements, association by-laws, existing or proposed on the property:

Yes [attach copies] _____ No _____ Proposed _____

Present use of the premises: See Project Narrative attached as Exhibit B.

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 Jack Plackter

Email jplackter@foxrothschild.com

Address Midtown Building, Suite 400, Atlantic City, NJ 08401-7212

Telephone Number 609-572-2200

FAX Number 609-348-6834

7. Applicant's Engineer Jon Barnhart

Email jbarnhart@aponzio.com

Address 400 North Dover Ave, Atlantic City, NJ 08401

Telephone Number 609-344-8194

FAX Number 609-344-1594

8. Applicant's Planning Consultant Jon Barnhart

Email jbarnhart@aponzio.com

Address 400 North Dover Ave. Atlantic City, NJ 08401

Telephone Number 609-344-8194

FAX Number 609-344-1594

9. Applicant's Traffic Engineer _____

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 _____

Field of Expertise _____

Email _____

Address _____

Telephone Number _____

FAX Number _____

11. APPLICATION REPRESENTS A REQUEST FOR THE FOLLOWING:

SUBDIVISION:

_____ 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:

_____ 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)]

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

☒ 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. 19:66-5.12; 163-59 and see Project Narrative attached as Exhibit B.

13. **Waivers Requested** of Development Standards and/or Submission and justification for request.

Requirements: [attach additional pages as needed] _____

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] See Project Narrative attached as Exhibit B.

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? N/A

20. Are any off-tract improvements required or proposed? No

21. Is the subdivision to be filed by Deed or Plat? N/A

22. What form of security does the applicant propose to provide as performance and maintenance guarantees? Bond or other payment acceptable to the City

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

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

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
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 reports requested for each of applicant's professionals

Attorney

Engineer

CERTIFICATIONS

27. I Chad DiFrancesco 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.]

Sworn to and subscribed before me this

14th day of July, 20 22

Susan B. Mullen

NOTARY PUBLIC

SUSAN B MULLEN

Notary Public - State of New Jersey
My Commission Expires Jun 22, 2026

[Signature]
SIGNATURE OF 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.]

Sworn to and subscribed before me this

____ day of _____, 20 ____

NOTARY PUBLIC

SIGNATURE OF OWNER

29. I understand that the sum of \$ 4,600 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.

Date

July 14, 2022

[Signature]
SIGNATURE OF APPLICANT

CERTIFICATIONS

27. I _____ 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.]

Sworn to and subscribed before me this
_____ day of _____, 20 _____

NOTARY PUBLIC

SIGNATURE OF 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.]

Sworn to and subscribed before me this
14 day of JULY, 20 22

NOTARY PUBLIC

DAVID S. FRISCH
ATTORNEY AT LAW NJ

BY: _____

SIGNATURE OF OWNER

AMELIA ASSOCIATES
ZACHARIAS TRUPOS,
PARTNER

29. I understand that the sum of \$ _____ 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.

Date

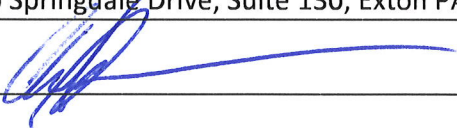
SIGNATURE OF APPLICANT

ESCROW SETUP INFORMATION

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

Applicant's Name: Starboard Enterprises NJ LLC, a New Jersey limited liability company

Applicant's Address: 740 Springdale Drive, Suite 130, Exton PA 19341

*Applicant's Signature: 

Applicant's Phone No.: 610-656-8083

Applicant's Email Address: jcohn@agri-kind.com

Applicant's Date of Birth: _____

Tax Identification or Social Security Number: 87-3826413

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](mailto:lancevedo@njcrda.com)
609-347-0500

EXHIBIT A

STARBOARD ENTERPRISES NJ LLC, a New Jersey limited liability company

July 7, 2022

DISCLOSURE STATEMENT

**LISTS OF NAMES AND ADDRESSES OF STOCKHOLDERS
OR INDIVIDUALS OWNING 10% OF THE CORPORATION
STOCK OR 10% INTEREST IN THE PARTNERSHIP
(N.J.S.A. 40:55D-48.1 AND 48.2)**

Set forth below are the names and addresses of the members of the Company owning a 10% or greater beneficial interest in Starboard Enterprises NJ LLC, a New Jersey limited liability company.

Jon Cohn
526 Pacific Ave, Unit 1401
Atlantic City, NJ 08401

Craig McHugh
526 Pacific Ave, Unit 2604
Atlantic City, NJ 08401

EXHIBIT B

Project Narrative:

Starboard Enterprises NJ LLC, a New Jersey limited liability company (“Starboard”) is requesting variance relief from the CRDA to develop the 1700 block of Atlantic Avenue and associated parking lot on Martin Luther King Boulevard (the “Property”). Agri-Kind NJ LLC (“AK-NJ”) will be the operator and tenant of the Property. AK-NJ will use the Property for Class 1 and Class 2 Cannabis Business operations. The Property is located within the Central Business zoning District (CBD) of 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. Cannabis grow facilities and parking lots are not defined as a permitted uses in the CRDA Tourism District Land Development Rules and therefore variance relief is required. See N.J.A.C. 19:66-5.12. The Applicant is also seeking the following bulk (‘c’) variance relief:

- a) To permit a front yard setback of 3.5’ from the staircases to Indiana Ave. where a minimum front yard setback of 5’ is required;
- b) To permit 80% building coverage where 30% is permitted; and
- c) To permit 90% impervious coverage where 80% is permitted.

As such, the provided documents have been completed and compiled to submit prior to meeting with the CRDA committee.

The following items from the CRDA’s Cannabis Variance Checklist are included in this narrative:

- 4.) Map of Drug Free Zone
- 5.) Compliance with Ordinance #51
- 8.) Property Owner and Applicant Information
- 11.) Justification for Variance relief
- 13.) Existing site conditions
- 24.) List of Development Phases
- 25.) List of approvals or permits

4.) Starboard's facility is proposed to be located on Block 289 with additional parking on Block 290, the main address may be 1705 Atlantic Avenue. This site is adjacent to Drug Free Zone 65 representing the Post Office on the 1800 block of Atlantic Avenue. The map does not clearly depict if the proposed site is inside this zone, but Starboard asks for clarification and validation that the proposed location is acceptable in this regard. The proposed location also abuts Zone 37 which represents the Civil Rights Garden. Based on the Drug Free Zone map, the proposed location is not within this zone. An image of the proposed site's location on the Drug Free Zone map is found to the right and a larger image is available as **Exhibit 1**.



Figure 1 Drug Free Zone

5.) AK-NJ has thoroughly reviewed and understands the requirements set forth in Ordinance #51 of 2021 and will strictly enforce compliance with such at all levels of its organization.

8.) Starboard is assuming the role of property ownership. AK-NJ LLC will operate the grow facility at this location. See Agreement of Sales ("AOS"), attached as **Exhibit 2**. Jonathan Cohn is CEO of both entities. His email address is jcohn@agri-kind.com.

11.) The site is particularly well suited for a Cannabis Cultivation use. The State Cannabis Legislation provides that it is the intent of the people of New Jersey to adopt a new approach to our marijuana policies by controlling and legalizing a form of marijuana, to be referred to as cannabis, in a similar fashion to the regulation of alcohol for adults. The grow facility at this location promotes the general welfare because the proposed site is particularly suitable for the proposed use. The Property is located in a commercial section of the Tourism District and will provide a visually appealing structure that enhances the immediate community and overall development of Atlantic City. The site is properly sized for this use, its design is compatible with surrounding uses, the project will diversify Atlantic City's economy, the commercial cultivation and manufacturing facility is consistent with the surrounding neighborhood and the lots are currently vacant and underutilized. The City of Atlantic City has determined that the proposed location is suitable and appropriate for the proposed activity. See Resolution of the City of Atlantic City No. 427 attached as **Exhibit 3**. Major Marty Small Sr. has also expressed support on behalf of the Administration of the City of Atlantic City regarding a grow facility at this location. See **Exhibit 4**.

The facility will be fit out with state-of-the-art security and surveillance systems and hardware, adding additional support to local police forces, and deterring crime by providing supplemental lighting to the area, especially near entries and parking areas. Internally, the facility will resemble a pharmaceutical manufacturing facility with clean rooms and sterile environments, and entry to the public will be allowed in an organized manner, providing tours to create another tourism attraction. The project will provide needed year-round employment opportunities to members of

the community, while generating tax revenue for the City. There will not be a substantial detriment to the public good and the project will not substantially impair the intent and the purpose of the zone plan and zoning ordinance. The benefits of the grow facility at this location would substantially outweigh any detriment.

13.) At the 289 Block (1705 Atlantic), AK-NJ will construct a large commercial cultivation and manufacturing facility that is consistent with the surrounding neighborhood. The Applicant also proposes to use one of the vacant lots at 19 N. Martin Luther King Boulevard for additional parking. As shown below, this site is already used for parking purposes and minimal development will be conducted here, aside from cleanliness and security precautions.



After approval and after the Applicant receives title, the Applicant will cause the dumpster and other encroachments/non-conformities on Block 289, Lot 14 to be removed.

24.) The facility will be constructed in a phased approach. This approach is dependent on feasibility and supply lead times. Incrementally, AK-NJ will fit out the entire facility, but the first phase will be just enough to achieve operational status from the Cannabis Regulatory Commission (“CRC”). This initial phase will allow AK-NJ to begin cultivation of cannabis to be harvested and/or processed in time for the next phase to come online to support these operational tasks. Expansion will continue until the whole footprint is fit out.

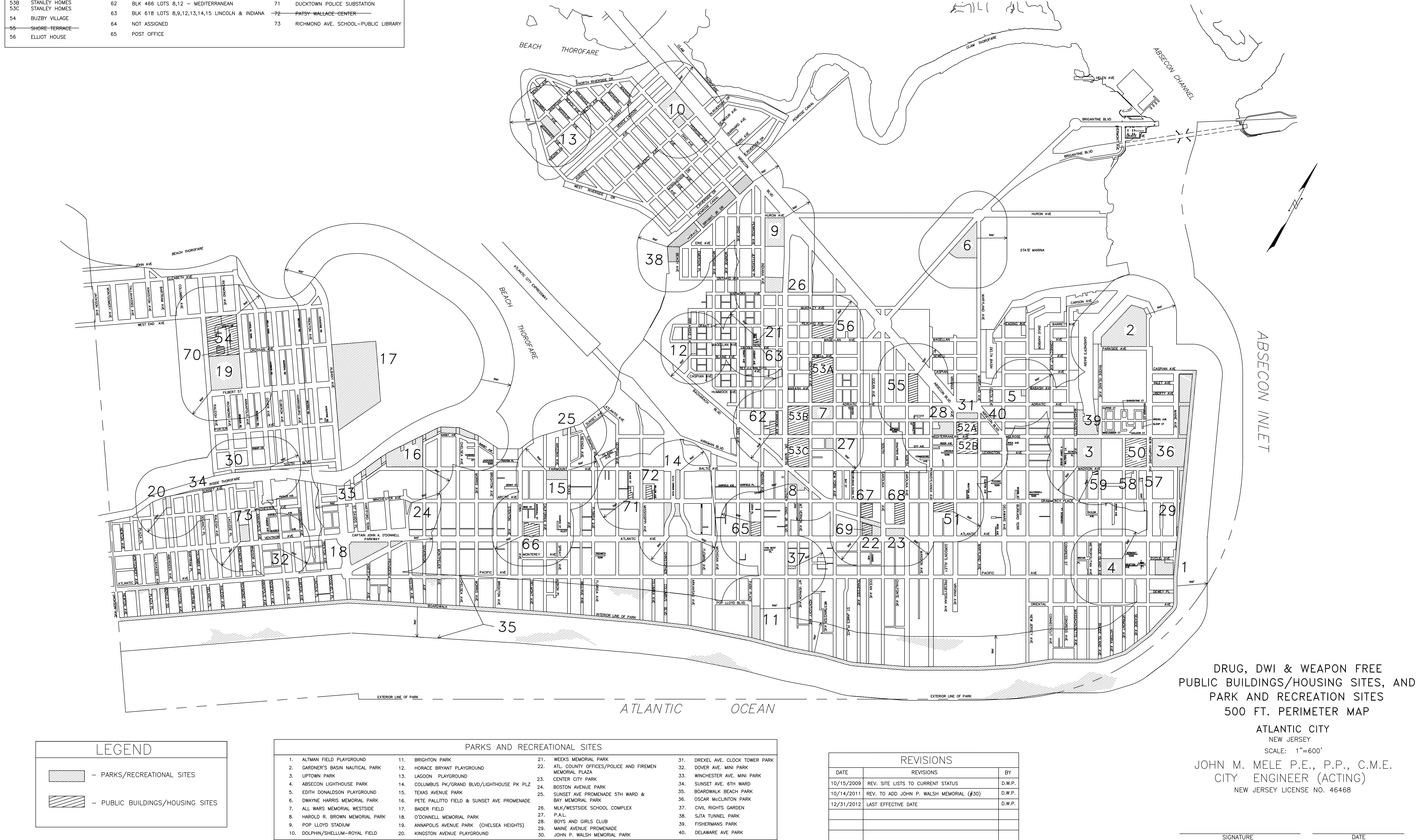
Phase	Deliverable	Objective
1	Shell Erection	Whole Exterior Structure

2	Initial Fit-out	Initial Operations / Operationalization
3	Expansion / post-harvest	Expand Operations and Open Post-Harvest
4	Expansion	Expand Operations

25.) In addition to typical planning, zoning, and construction permits, being a cannabis business requires state and local approval to conduct such business. AK-NJ will be required to have its annual cannabis license in order to operate its intended business(s) at the site.

EXHIBIT 1

PUBLIC BUILDINGS AND HOUSING SITES					
50	INLET TOWER & JEFFRIES TOWERS	57	BLK 94 MADISON & VERMONT	66	PUBLIC SAFETY BUILDING
51	ALTMAN TERRACE	58	BLK 94 FOLSOM	67	CITY HALL
52A	SHORE PARK	59	R.I. & MADISON	68	CIVIL COURT BUILDING
52B	SHORE PARK HIGH RISE	60	NOT ASSIGNED	69	PUBLIC LIBRARY & COUNTY OFFICES
53A	STANLEY HOMES	61	NOT ASSIGNED	70	BUSBY VILLAGE COMMUNITY CENTER
53B	STANLEY HOMES	62	BLK 466 LOTS 8,12 - MEDITERRANEAN	71	DUCKTOWN POLICE SUBSTATION
53C	STANLEY HOMES	63	BLK 618 LOTS 8,9,12,13,14,15 LINCOLN & INDIANA	72	PATSY WALLACE CENTER
54	BUZBY VILLAGE	64	NOT ASSIGNED	73	RICHMOND AVE. SCHOOL-PUBLIC LIBRARY
55	SHORE TERRACE	65	POST OFFICE		
	ELLIOT HOUSE				



DRUG, DWI & WEAPON FREE
PUBLIC BUILDINGS/HOUSING SITES, AND
PARK AND RECREATION SITES
500 FT. PERIMETER MAP

ATLANTIC CITY
NEW JERSEY
SCALE: 1"=600'

JOHN M. MELE P.E., P.P., C.M.E.
CITY ENGINEER (ACTING)
NEW JERSEY LICENSE NO. 46468

SIGNATURE

DATE

EXHIBIT 2

AGREEMENT OF SALE

This **AGREEMENT OF SALE** (this “**Agreement**”) is made this 7th day of April, 2022, by and between **AMELIA ASSOCIATES**, a New Jersey general partnership (“**Seller**”), having an address of 3000 Boardwalk, Atlantic City, New Jersey 08401, Attn: Zacharias Trupos, and **STARBOARD INDUSTRIES NJ LLC**, a New Jersey limited liability company, or its nominee or designee (“**Buyer**”), having an address of 511 Anthony’s Drive, Exton, Pennsylvania 19340, Attn: Jon Cohn. For purposes of this Agreement, the term “Effective Date” means the date on which Buyer receives from Seller a fully executed copy of this Agreement provided such date is a Business Day (as hereinafter defined), and if such date is not a Business Day, then the Effective Date shall be the first Business Day immediately following such date. “Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located within the State of New Jersey are authorized or required by applicable laws to be closed for business.

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the following described property (collectively, the “**Property**”):

(a) Fee simple title to those certain tracts or parcels of land consisting of approximately 3.5 (+/-) acres of land and having an address of 1705-1717 Atlantic Avenue, Atlantic City, New Jersey, 1714 Arctic Avenue and 1726 Arctic Avenue, Atlantic City, New Jersey, bearing Tax Map Reference: Block 289, Lots 1, 9 & 14 (the “**Real Property**”), together with all right, title and interest in and to all easements, rights of way, privileges, hereditaments and appurtenances, if any, belonging to, or inuring to the benefit of, the Real Property, and all right, title and interest in and to any land lying in the bed of any highway, street, road or avenue in front of, abutting or adjoining the Real Property (the “**Appurtenances**,” and together with the Real Property, collectively, the “**Premises**”).

(b) Fee simple title to all buildings, structures, fixtures, parking areas and other improvements located on the Real Property (the “**Improvements**”), if any.

(c) Buyer purchases all buildings, structures, improvements, and grounds in an “AS IS, Where Is, and With All Faults” condition, as same shall exist at the time of Closing (as hereinafter defined).

(d) To the extent assignable, any and all licenses, permits, certificates of occupancy, approvals and entitlements issued, approved or granted by the Governmental Authorities (as hereinafter defined) in connection with the Real Property and the Improvements, if any, together with all renewals and modifications thereof (the “**Licenses and Permits**”). “Governmental Authorities” means and includes any and all municipal and/or other governmental and/or quasi-governmental agencies,

departments, commissions, boards, bureaus, offices or instrumentalities, foreign or domestic, or any of them, having jurisdiction over Seller, Buyer and/or the Property or any part thereof.

2. **Purchase Price.**

(a)

(b) Escrow Agent shall hold the Deposit in escrow in a federally insured, interest-bearing account for the benefit of Buyer pursuant to the terms of this Agreement.

(c) The Deposit will be credited to the Purchase Price at Closing, and the balance of the Purchase Price is to be paid by certified check, Title Company check or wire transfer of funds at Closing.

(d)

thereof shall be immediately tendered by Escrow Agent to Seller as a non-refundable fee, subject only to Buyer's rights with regard to an uncured breach of the Agreement by Seller, pursuant to Paragraph 15(b) herein. Notwithstanding the foregoing, such amount shall be credited to the Purchase Price at Closing, pursuant to Paragraph 2(c) herein.

3. **Closing.** Closing (the "**Closing**") hereunder shall occur within thirty (30) days after the later of (a) expiration or any sooner waiver of the Due Diligence Period (as hereinafter defined) or (b) the expiration or any sooner waiver of Approvals Period (as hereinafter defined) (the "**Closing Date**"), provided that all Conditions Precedent (as hereinafter defined) have been satisfied or waived. Closing shall take place by escrow closing with each party delivering into escrow with the Escrow Agent the deliverables required to be signed and/or delivered by such party, as the same are more particularly described herein. On or before the Closing Date, Buyer shall deliver the balance of the Purchase Price to Escrow Agent as provided herein. Upon receipt of all documents required for Closing and the satisfaction or waiver of all Conditions Precedent, Escrow Agent shall, without limitation, (i) prepare a settlement statement ("**Settlement Statement**") reflecting the prorations and adjustments required under this Agreement, (ii) disburse the net sale proceeds in accordance with the Settlement Statement, and (iii) cause the Deed (as hereinafter defined) to be recorded in Atlantic County, New Jersey.

4. **Condition of Title.**

(a) Upon Closing, title to the Premises shall be (i) good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, subject, however, to (A) those exceptions to which Buyer does not object pursuant to this Paragraph 4(a), (B) all matters that arise out of actions of Buyer or its agents, representatives or contractors, (C) all matters Title Company is willing to insure over without any additional premium or indemnity from Buyer, (D) Title Company's printed standard coverage exclusions, (E) such state of facts as would be disclosed by an accurate survey or inspection of the Premises, and (F) liens for real estate taxes not yet due and payable (collectively, the **"Permitted Exceptions"**), and (ii) insurable by Title Company as aforesaid under an ALTA Owner's Policy, Form B, Amended 6-17-2006 at regular rates. Buyer shall immediately order from Title Company a commitment for a title insurance policy for the Property (the **"Title Commitment"**) and then deliver a copy of the Title Commitment to Seller upon receipt. If any title exceptions are disclosed in the Title Commitment, and which are identified as objectionable in writing from Buyer to Seller at the time the Title Commitment is delivered to Seller, but in no event later than sixty (60) days prior to the Due Diligence Deadline Date, Seller shall notify Buyer within ten (10) Business Days after Seller's receipt of Buyer's title objections whether Seller will correct such title objections at or before Closing at Seller's sole cost and expense. If Buyer does not submit such title objections to Seller on or before such date, then Buyer shall be deemed to waive the right to raise any title objections. Buyer agrees that Seller shall have no obligation to correct such title objections or to incur any cost or expense in connection therewith (except for the affirmative obligation to remove monetary liens as provided below). If Seller does not agree within such ten (10) Business Day period to correct any title objections, then Seller shall be deemed to have elected not to correct such objections, and Buyer may, by written notice to Seller within five (5) Business Days of expiration of the foregoing ten (10) Business Days, exercise its rights set forth in Paragraph 4(b).

(b) In the event Seller elects (or is deemed to elect) not to correct Buyer's title objections or is unable to convey good and marketable title and such as will be insured by Title Company as aforesaid, Buyer shall have the option of (i) taking such title as Seller can give without abatement of the Purchase Price, except that any existing liens or encumbrances which can be removed by the payment of money shall be paid and discharged by Seller at or prior to Closing, or (ii) terminating this Agreement by written notice to Seller in accordance with Paragraph 4(a) above, in which event Escrow Agent shall return the remaining balance of the Deposit, including all interest thereon, to Buyer, this Agreement shall become null and void, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms.

5. **Due Diligence Inspection, Seller Reports and Approvals Contingencies.**

(a) Due Diligence. Buyer may engage such consultants, engineers, attorney and/or

other professionals to perform inspections of the Premises and the Improvements, the development and leasing potential of the Premises, and the condition of title thereto (collectively, the “**Due Diligence Inspection**”). During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending on the Due Diligence Deadline Date, Buyer and its architects, contractors, engineers, inspectors, consultants, agents and other representatives (collectively, “**Buyer’s Due Diligence Agents**”) shall have access to and permission to enter the Premises and Improvements to inspect, survey, measure, take test borings or soil samples or appraise the same, provided that Buyer shall provide Seller with at least 24 hours’ email advance notice of any such access or entry along with the purpose and location thereof. For purposes of this Agreement, all materials generated by Buyer or Buyer’s Due Diligence Agents shall be referred to herein as “Due Diligence Materials”. Buyer shall restore the Premises to its condition immediately preceding Buyer’s inspection and examination to the extent caused by Buyer’s Due Diligence Inspection. Buyer agrees to defend, indemnify and hold Seller, its members, affiliates, directors, officers and employees harmless from and against any and all claims, debts, demands, liabilities or causes of action (including reasonable attorneys’ fees and costs) asserted against Seller arising out of Buyer’s activities at the Premises. This indemnity shall survive Closing or any earlier termination of this Agreement. If Buyer is dissatisfied for any reason whatsoever, or no reason at all, with the results of the Due Diligence Inspection, then Buyer shall have the option to terminate this Agreement by delivery of written notice to Seller at any time prior to the date that is one hundred twenty (120) after the Effective Date (the “**Due Diligence Deadline Date**”).

(i) If Buyer has not terminated this Agreement pursuant to Paragraph 5(a), the Buyer shall be deemed to have exercised the Extension Period, as defined in Paragraph 5(c)(iv) herein, and hereby authorizes and directs that the amount of [REDACTED] the then remaining balance of the Deposit shall be immediately tendered by Escrow Agent to Seller, without any additional consent of Buyer required, as a non-refundable fee, subject only to Buyer’s rights with regard to an uncured breach of the Agreement by Seller, pursuant to Paragraph 15(b) herein (the “**Extension Period Fee**”). Notwithstanding the foregoing, the Extension Period Fee shall be credited to the Purchase Price at Closing, pursuant to Paragraph 2(c) herein. As a further condition of having exercised or deemed to have exercised the Extension Period, and in addition to the payment of the Extension Period Fee, Buyer shall immediately reimburse Seller for the Real Estate Taxes paid by Seller for the Property for the Third Quarter of 2022, payment of which shall be non-refundable and shall not be credited to Buyer at Closing.

(ii) [Intentionally Omitted]

(b) Seller Reports. Within twenty (20) Business Days following the Effective Date, Seller shall deliver to Buyer, or make available for review in a data room, all title policies, environmental reports, geotechnical analysis, surveys or other plans, drawings or reports and all other documents concerning the Property which are in Seller’s possession or control (the “**Seller Reports**”). If all of the Seller Reports are not delivered to Buyer within the said twenty (20) Business Day period, then Due Diligence Deadline Date and all accompanying dates under this Agreement (e.g., the Approvals Period Expiration Date (as hereinafter defined), the Closing Date, etc.) shall be extended by

the number of days of delay of delivery by Seller.

(c) Approvals Contingencies.

(i) In addition to any other conditions precedent to Closing herein contained, Buyer's obligation to proceed to Closing under this Agreement is contingent upon Buyer obtaining all Approvals (as hereinafter defined). If Buyer does not waive this contingency in writing and if Buyer fails to obtain such Approvals before the expiration of the Approvals Period, or if at any time prior to such expiration date Buyer reasonably believes such Approvals are not obtainable, Buyer shall have the option to terminate this Agreement upon written notice to Seller given prior to the expiration of the Approval Period, as the same may be extended, whereupon (A) Buyer shall deliver to Seller all Due Diligence Materials, (B) Escrow Agent shall return the then remaining balance of the Deposit, including all interest thereon, to Buyer, and (C) thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms. If Buyer fails to provide such written notice prior to the expiration of the Approval Period, as the same may be extended, Buyer shall be conclusively deemed to have waived the contingency set forth in this Paragraph 5(c) and the parties shall proceed to Closing, subject to the terms and conditions hereof.

(ii) For purposes of this Agreement, (A) "Approvals Period" means a period commencing upon the Effective Date and expiring as of 11:59 pm on the Due Diligence Deadline Date, unless extended as herein provided, (B) "Approvals Period Expiration Date" means 11:59 pm on the last day of the Approvals Period, as the same may be extended, and (C) "Approvals" means all final, non-appealable (and not appealed) zoning and use permits, approvals, licenses, variances, easements and similar entitlement required by all applicable Governmental Authorities (excluding, however, building permits and any other "by right" permits) required for Buyer to use the Premises for any and all uses permitted pursuant to a New Jersey Class I and Class II Cannabis License (the "**License**") (the "**Permitted Uses**"), including, without limitation, the issuance of the License, subject only to those conditions applicable thereto that are approved by Buyer in Buyer's sole and absolute discretion. "Approvals" shall include, without limitation, any approvals required under any declaration of covenants, conditions and restrictions or any other private agreement affecting the Premises. "Approvals" shall also include, without limitation, any and all other approvals that may be required by any Governmental Authorities in order for Buyer to use the Premises for the Permitted Uses, including without limitation, subdivision approval, if required.

(iii) As a condition of Buyer's right to terminate this Agreement pursuant to this Paragraph 5(c), Buyer agrees that it will use commercially reasonable and good faith efforts to obtain the Approvals. Seller agrees to reasonably cooperate with Buyer (including joining in on any applications or executing any authorization letters or any other documents reasonably required to obtain the Approvals), at no material cost or expense to itself, in connection with Buyer's attempts to obtain the Approvals, provided that Buyer shall be solely responsible for prosecuting all applications for the

Approvals.

(iv) Notwithstanding anything that may be contained herein to the contrary, if Buyer, despite its commercially reasonable and good faith efforts, fails to secure the Approvals prior to the expiration of the Approvals Period, then, provided Buyer is not then in default of this Agreement, Buyer shall have the right and option (the “**Approval Period Extension Option**”) to extend the Approval Period for a period of ninety (90) days (the “**Extension Period**”) upon written notice to Seller delivered prior to the expiration of the then applicable Approval Period, unless Buyer shall be deemed to have exercised its right to extend the Approval Period pursuant to Paragraph 5(a)(i) herein.

(v) Upon Seller’s request, Buyer shall deliver a written, reasonably detailed status report (the “**Status Report**”) to Seller, within five (5) Business Days of receipt of Seller’s Notice of such request. The Status Report shall include copies of any material correspondence and any Approvals.

(vi) Notwithstanding anything that may be contained herein to the contrary, if Buyer, despite its commercially reasonable and good faith efforts, fails to secure the Approvals prior to the expiration of the Approvals Period, or the Extension Period if exercised or deemed to have been exercised, then either Buyer or Seller shall have the right to terminate this Agreement upon written notice to the other party and thereafter this Agreement shall be null and void and of no further force, and Buyer shall be entitled to the return of the then remaining balance of the Deposit, and neither party shall have any further rights, obligations or liabilities hereunder, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms.

6. **Operation of the Real Property By Seller Prior to Closing.** Seller agrees between the Effective Date and Closing Date as follows:

(a) **Maintenance.** Seller shall maintain the Property in the condition as currently exists, reasonable wear and tear excepted.

(b) **Alterations.** Seller shall not make or permit to be made any alterations, improvements or additions to the Premises, except those made by Seller if required by applicable law or ordinance, in which event prior notice thereof shall be given to Buyer.

(c) **Leases.** Seller shall not enter into any lease or modify any existing lease(s) affecting all or any part of the Property after the Effective Date. Seller shall cause all lease(s) affecting all or any part of the Property (if any) to be terminated, and Seller shall cause all tenants under any such leases (if any) to vacate the Property and surrender physical and legal possession thereof to Seller, prior to the Closing Date, at no cost or expense to Buyer.

(d) **No New Agreements.** Except for agreements that can be terminated on not more

than thirty (30) days' notice or are required by applicable law or ordinance, Seller shall not enter into any other agreements which affect all or any party of the Property. Unless required by applicable law or ordinance, Seller shall cause all agreements which affect all or any party of the Property (if any) to be terminated, and Seller shall cause all amount owing under all such agreements (if any) to be paid in full, prior to the Closing Date, at no cost or expense to Buyer.

(e) Grounds Maintenance. As to the condition of the grass and weeds on the grounds of the Property, until such date and time of Closing, they shall be cut and maintained by Seller as required by applicable law or ordinance.

7. Fire or Other Casualty. As to all Improvements, Seller shall bear the risk of all loss or damage to the Improvements from all causes until Closing. If at any time prior to Closing any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give notice thereof (the "**Casualty Notice**") to Buyer within five (5) days, but such damage or destruction shall not affect the obligations of the parties under this Agreement unless such casualty results in damage to the Property in excess of Two Hundred Thousand Dollars (\$200,000), as reasonably determined by Buyer and Seller (a "**Material Casualty**"). If a Material Casualty occurs, Buyer shall have the right to terminate this Agreement by written notice to Seller and to Escrow Agent within twenty (20) days after receipt of the Casualty Notice, in which event the then remaining balance of the Deposit, including all interest thereon, shall be immediately refunded to Buyer, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms. If Buyer does not terminate this Agreement, at Closing, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any insurance proceeds to which Seller is or would be entitled and shall Buyer shall be entitled to a credit against the Purchase Price in an amount equal to all deductibles under applicable insurance relating to the casualty.

8. Condemnation. If, at any time prior to the date of Closing, Seller is notified of any eminent domain proceedings against all or any portion of the Property, Seller shall promptly give written notice thereof to Buyer. Buyer shall have the right, within thirty (30) days of receipt of any such notice, at its sole option, to terminate this Agreement, in which event the then remaining balance of the Deposit, including all interest thereon, shall be returned to Buyer, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms. If this Agreement is so terminated, Buyer shall have the right, so long as the exercise of such right does not interfere with Seller's award relating to the eminent domain proceedings, to negotiate directly with the condemning authority for eminent domain proceeds to compensate Buyer for out-of-pocket expenses incurred by Buyer in connection with this Agreement. If Buyer does not elect to terminate this Agreement as aforesaid, then (a) Buyer shall have the right, to participate in and approve the determination of any eminent domain award, (b) the proceeds of any eminent domain award with respect to the Property paid between the date of this Agreement and the

Closing after deduction of Seller's expenses reasonably incurred in obtaining such award shall be credited against the Purchase Price, and (c) all unpaid claims and rights in connection with the taking shall be assigned to Buyer at Closing after deduction of Seller's expenses reasonably incurred in obtaining such award.

9. **Provisions with Respect to Closing.**

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) **Deed.** A deed for the Property containing a "covenant as to grantor's acts" ("**Deed**"), duly executed and acknowledged by Seller, and in form satisfactory to Buyer's attorney and Title Company.

(ii) **General Assignment.** An assignment to Buyer, in form reasonably acceptable to Buyer, of all of Seller's right, title and interest in and to any Licenses and Permits (the "**General Assignment**"), duly executed by Seller.

(iii) **Title Company Affidavit.** An affidavit to Title Company of the type customarily provided by sellers of real property to induce title companies in the Southern New Jersey area to insure over certain "standard" or "preprinted" exceptions to title.

(iv) **Evidence of Good Standing and Authority.** An affidavit to Buyer and Title Company, of Seller's existence, good standing and authority to enter into the transaction contemplated by this Agreement.

(v) **Closing Certificate.** A certificate stating that Seller's representations contained in this Agreement are true and correct as of the date of Closing in all material respects and that the Conditions Precedent to Closing required to be performed by Seller have been satisfied.

(vi) **FIRPTA Certificate.** A certificate stating that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, in form and substance acceptable to Buyer and Title Company.

(vii) **Settlement Statement.** The Settlement Statement, duly executed by Seller, together with all payoff letters and all other documents and matters required to satisfy all of Seller's obligations under this Agreement.

(b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) **Purchase Price.** All amounts required to be paid by Buyer to Seller pursuant to this Agreement in order to acquire the Property.

(ii) Evidence of Good Standing and Authority. Proof, satisfactory to Seller and Title Company, of Buyer's existence, good standing and authority to enter into the transaction contemplated by this Agreement.

(iii) General Assignment. A counterpart of the General Assignment, duly executed by Buyer.

(iv) Settlement Statement. A counterpart of the Settlement Statement, duly executed by Buyer.

(c) Buyer and Seller shall execute and deliver such other documents and instruments as may be reasonably necessary to complete the transaction contemplated by this Agreement.

10. **Taxes and Apportionments.**

(a) All charges for water, sewer, electricity, gas, fuel and other utility charges related to the Property, based on meter readings within one day before Closing, shall be apportioned pro-rata on a per diem basis as of the date of Closing, provided that at the election of either party, Seller shall close its own applicable accounts, and pay all amounts owing thereon, prior to Closing, in which event Buyer shall open its own accounts and the applicable charges shall not be prorated and apportioned as aforesaid at Closing.

(b) Real estate taxes which have been pre-paid or are not yet due and payable shall be apportioned pro-rata on a per diem basis as of the date of Closing; provided that the Closing occurs prior to the exercise or deemed exercise of the Extension Period. In the event that the Closing occurs subsequent to the exercise or deemed exercise of the Extension Period, and provided that reimbursement of the Third Quarter 2022 real estate taxes has been tendered by Buyer to Seller, the status of taxes at Closing shall be "as is" and without adjustment or apportionment.

(c) Each of the parties will pay its own counsel fees.

(d) All other recording fees and closing costs of any nature and description shall be paid and apportioned in accordance with the custom and practice in Atlantic County, New Jersey.

11. **Representations and Warranties.**

(a) Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following representations and warranties, as of the Effective Date, contain no untrue statement of material fact and, as of the Closing Date, shall contain no untrue statement of material fact:

(i) Seller's Approvals, Authority for Binding Agreement. Seller is a duly authorized and validly existing New Jersey general partnership, and Seller has full power, right and

authority to enter into and fulfill its obligations under this Agreement.

(ii) Leases. On the Closing Date, there shall be no leases and other agreements, whether oral or written, with respect to the use and occupancy of the Property (“**Leases**”), nor any continuing liabilities related (directly or indirectly) to any Leases.

(iii) Contracts. On the Closing Date, there shall be no service agreements, maintenance contracts and other contracts for the provision of labor, services, materials or supplies relating to the Property (“**Contracts**”), nor any continuing liabilities related (directly or indirectly) to any Contracts.

(iv) Condemnation. Seller has not received written notice of any pending or threatened condemnation with respect to the Premises or any portion thereof.

(v) No Lawsuits. There are no material or uninsured claims, lawsuits or proceedings pending, or to Seller’s knowledge, threatened, against or relating to Seller or the Property.

(vi) Compliance with Laws. Subject to such state of facts as may be disclosed in any of the Seller Reports, Seller has not received written notice alleging that the Property is in violation of applicable laws, rules or regulations, including Environmental Laws (as hereinafter defined), except for such failures to comply, if any, which have been remedied. “Environmental Laws” means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. § 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et seq.), the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 et seq.), the New Jersey Brownfield and Contaminated Site Remediation Act (N.J.S.A. 58:10B-1.1 et seq.), the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.), the New Jersey Air Pollution Control Act (N.J.S.A. 26:2C-1 et seq.), the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(vii) FIRPTA. Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended (“**Code**”).

(viii) OFAC. (A) Seller is not listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“**OFAC**”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“**Order**”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)), (B) Seller is not listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce, (C) Seller is not listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (D) Seller is not listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515, (E) Seller is not listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including, without limitation, the Trading with the Enemy Act, 50 U.S.C. App. 1-44, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513, the United Nations Participation Act, 22 U.S.C. § 2349 as-9, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233, and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time), or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called “**Orders**”), (F) Seller is not engaged in activities prohibited in the Orders, or (G) Seller has not been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(b) Buyer’s Representations and Warranties. Buyer hereby represents and warrants to Seller that the following representations and warranties, as of the Effective Date, contain no untrue statement of material fact and, as of the Closing Date, shall contain no untrue statement of material fact:

(i) Authority. Buyer has full power, right, and authority to own its properties, to carry on its business as now conducted, and to enter into and fulfill its obligations under this Agreement. This Agreement is the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(ii) OFAC. (A) Buyer is not listed on the OFAC pursuant to the Order and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)), (B) Buyer is not listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce, (C) Buyer is not listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (D) Buyer is not listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515, (E) Buyer is not listed on any other publicly available list of terrorists, terrorist organizations or narcotics

traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including, without limitation, the Trading with the Enemy Act, 50 U.S.C. App. 1-44, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513, the United Nations Participation Act, 22 U.S.C. § 2349 as-9, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233, and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time), or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order, (F) Buyer is not engaged in activities prohibited in the Orders, or (G) Buyer has not been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(iii) Litigation. There are no material claims, actions, suits, proceedings, or investigations pending, or to the current actual knowledge of Buyer, without any duty of independent inquiry, threatened, against Buyer that could reasonably be expected to materially impair the ability of Buyer to fulfill and perform its obligations under this Agreement.

(c) Survival. The representations and warranties as set forth in this Paragraph 11 shall survive Closing and delivery of the Deed for a period of twelve (12) months after the Closing Date.

12. **Buyer's Conditions Precedent to Closing**. The obligations of Buyer under this Agreement are, without limitation, contingent and conditional upon the conditions precedent set forth below in (a) through (j) of this Paragraph 12 being satisfied at Closing ("**Buyer's Conditions Precedent**"). If any Buyer's Conditions Precedent is not satisfied, Buyer, as its sole remedy, may terminate this Agreement and receive a refund of the then remaining balance of the Deposit, including all interest thereon, or waive the failure of any condition precedent and proceed to Closing, unless Seller has intentionally or willfully caused same, in which case, Seller shall be considered in default hereunder and shall have the remedies set forth in Paragraph 15(b) hereof:

(a) Each and every representation and warranty of Seller herein contained must be true, correct and complete in all material respects as of Closing.

(b) As of Closing, Seller shall have fully performed and satisfied in all material respects each and every obligation, term and condition to be performed and satisfied by Seller under this Agreement.

(c) Seller shall have terminated all Leases and all rights and liabilities thereunder.

(d) Seller shall have terminated all Contracts and all rights and liabilities thereunder.

(e) At Closing, Buyer shall have received good and marketable title in accordance with the Title Commitment obtained by Buyer.

(f) No new adverse environmental matter has been discovered which was not included in the Seller Reports delivered, or otherwise made available, to Buyer in accordance with this Agreement.

(g) There is no pending or threatened litigation or arbitration affecting or relating to this Agreement, the transaction contemplated in this Agreement, or affecting Seller or the Property.

(h) Since the Effective Date of this Agreement, there shall not have been commenced or threatened against Buyer or Seller, or against any of the foregoing's respective affiliates, any legal proceeding(s) (i) involving any challenge to, or seeking damages or other relief in connection with, this Agreement or any of the transactions contemplated under this Agreement or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with any of the transactions contemplated hereunder.

(i) Neither the consummation nor the performance of any of undertakings of the parties to this Agreement or the transactions contemplated hereunder, will, directly or indirectly (with or without notice or lapse of time), contravene, or conflict with, or result in a violation of, or cause Buyer or any of Buyer's affiliates to suffer any adverse consequence under (i) any applicable legal requirement or order or (ii) any legal requirement or order that has been published, introduced, or otherwise proposed by or before any governmental body, authority, agency regulatory authority.

(j) At Closing, no orders, decrees, judgments or injunctions of any court or governmental body shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could reasonably be expected to prevent or cause the rescission of the consummation of the transactions contemplated in this Agreement.

13. **Brokers.** Seller and Buyer each warrant and represent to the other that each has had no dealings, negotiations or communications with any brokers or other intermediaries in connection with this Agreement or the sale of the Property, except Vantage Real Estate Services LLC ("**Broker**"), who will be paid by Seller pursuant to a separate agreement between Seller and Broker, under which Broker hereby acknowledges and agrees that the full extent of its commission and fees shall be [REDACTED], payable to Broker by Seller only if, as and when the Closing occurs; and that as such, said commission is payable on condition that the Closing occurs, and the right to such payment of commission shall not vest or be due or payable unless and until the Closing has been consummated. In the event that any claim is asserted by any other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to the sale and purchase of the Property resulting from any act, representation or promise of Seller, Seller shall indemnify and save Buyer harmless from any such claim. In the event that any claim is asserted by any

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other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to the sale and purchase of the Property resulting from any act, representation or promise of Buyer, Buyer shall indemnify and save Seller harmless from any such claim.

14. **Notices.** All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been properly given to the below named parties (a) on the date of delivery, if personally delivered, (b) four (4) days after posting, if sent by registered or certified mail, postage prepaid, return receipt requested, (c) on the date of delivery, if sent by overnight express carrier, such as Federal Express, next day delivery, charges prepaid, or (d) by email; provided, however, that the email ("Digital") transmission of any Notice to the other party may be given, but such shall be ineffective as Notice, unless the receiving party affirmatively acknowledges such Digital receipt. Affirmative acknowledgment shall not include computer generated return receipts.

To Seller: Amelia Associates
3000 Boardwalk
Atlantic City, New Jersey 08401
Attn: Zacharias Trupos
Email: Truposzms@gmail.com

With a copy to: David B. Frisch, Esq.
Linwood Commons
2106 New Road, Suite A-1
Linwood, New Jersey 08221
Email: DBFrisch@att.net

To Buyer: Starboard Industries NJ LLC
511 Anthonys Drive
Exton, Pennsylvania 19340
Attn: Jon Cohn
Email: jcohn@agri-kind.com

With a copy to: Royer Cooper Cohen Braunfeld LLC
101 W. Elm Street, Suite 400
Conshohocken, PA 19428
Attn: Jonathan M. Grosser, Esquire
Email: jgrosser@rccblaw.com

Escrow Agent: ACW Abstract
10000 Lincoln Drive East
Suite 201
Marlton, NJ 08053
Attn: Anne Warchol
Email: awarchol@acwabstract.com

Notice may be given at such other address of which Seller or Buyer shall have given notice as herein provided. Notices by the parties may be given on their behalf by their respective counsel.

15. **Buyer's Default and Seller's Default.**

(a) In the event Buyer violates or fails to fulfill or perform any of the terms and conditions of this Agreement required to be performed by Buyer, and Buyer fails to cure such violation or failure within fifteen (15) Business Days after Buyer's receipt from Seller of a written notice notifying Buyer of said violation or failure, Seller shall have the option to terminate this Agreement upon written notice to Buyer given prior to Closing Date, whereupon Escrow Agent shall pay the then remaining balance of the Deposit, including all including all interest thereon, to Seller, as Seller's sole and exclusive remedy on account thereof, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms.

(b) In the event Seller violates or fails to fulfill and perform any of the terms and conditions of this Agreement required to be performed by Seller, and Seller fails to cure or initiate an action to cure such violation or failure within fifteen (15) Business Days after Seller's receipt from Buyer of a written notice notifying Buyer of said violation or failure, Buyer shall have all remedies available against Seller at law or in equity, including, without limitation, return of the full amount of the Deposit, including all interest thereon, to Buyer or the right to compel specific performance of Seller's obligations hereunder.

(c) This Section 15 shall survive the termination of this Agreement.

16. **Escrow Agent.** Seller and Buyer agree that Escrow Agent is acting as agent only and shall not be liable to either party for any act or omission except as the result of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall be entitled to rely upon any document reasonably believed by it to be genuine. In the event of any dispute between Buyer and Seller regarding the then remaining balance of the Deposit, Escrow Agent shall be entitled to deposit such then remaining balance of the Deposit into court and thereafter shall have no further liability or obligation hereunder as Escrow Agent.

17. **Confidentiality and Return of Documents.** Buyer agrees that:

(a) Buyer will not disclose the financial terms of this Agreement to any third parties other than to any affiliate, officer, member, director, shareholder, employee, advisor, attorney, consultant or agent of Buyer (“**Buyer’s Representatives**”) and will use all Seller Reports exclusively for the purpose of evaluating the purchase of the Property as contemplated by this Agreement and not for any other purpose whatsoever.

(b) Buyer will not disclose any Seller Reports or use it to the detriment of Seller or its affiliates, provided that Buyer may without liability disclose Seller Reports (i) to any of the Buyer’s Representatives and Buyer’s Due Diligence Agents who need to know such Seller Reports for the purpose of evaluating the purchase of the Property and will advise each such Buyer Representative Buyer Due Diligence Agent that the Seller Reports are to be used only for the purpose of evaluating the purchase of the Property and (ii) pursuant to administrative order or as otherwise required by law.

(c) Buyer agrees that, in the event this Agreement is terminated or Closing is not completed for any reason, all Seller Reports, and all copies thereof in the possession of Buyer, will be returned to Seller promptly upon written request, subject to Buyer’s record retention policies and as may be technologically impracticable to purge from Buyer’s IT systems.

(d) Buyer agrees that, in the event this Agreement is terminated or Closing is not completed for any reason, Buyer shall deliver all Due Diligence Materials to Seller.

18. **Tax Deferred Exchange.**

(a) **Buyer’s 1031.** Buyer is evaluating the use of a “like-kind exchange” pursuant to Section 1031 of the Internal Revenue Code, and to utilize the Property in connection with such like-kind exchange. Seller shall fully cooperate with Buyer in effectuating any like-kind exchange, including, without limitation, a so-called reverse 1031 transaction, provided that nothing herein contained is intended to require Seller to close title to any property. Buyer’s effectuation of a like-kind exchange prior to any closing shall not be a condition or contingency to Buyer’s obligations hereunder. Buyer shall be responsible for all costs and expenses incurred in connection with the effectuation of a like-kind exchange over and above those Seller would incur in a straight purchase/sale. Buyer shall indemnify and hold harmless Seller from any and all losses, costs, expenses and damages associated with Seller’s participation in the exchange transaction. The Property subject to this Agreement shall constitute “Replacement Property” or “Relinquishment Property,” as the case may be, in accordance with Internal Revenue Code Section 1031.

(b) **Seller’s 1031.** Seller is evaluating the use of a “like-kind exchange” pursuant to Section 1031 of the Internal Revenue Code, and to utilize the Property in connection with such like-kind exchange. Buyer shall fully cooperate with Seller in effectuating any like-kind exchange, including, without limitation, a so-called reverse 1031 transaction, provided that nothing herein contained is intended to require Buyer to close title to any property. Seller’s effectuation of a like-kind exchange

prior to any closing shall not be a condition or contingency to Seller's obligations hereunder. Seller shall be responsible for all costs and expenses incurred in connection with the effectuation of a like-kind exchange over and above those Buyer would incur in a straight purchase/sale. Seller shall indemnify and hold harmless Buyer from any and all losses, costs, expenses and damages associated with Buyer's participation in the exchange transaction. The Property subject to this Agreement shall constitute "Replacement Property" or "Relinquishment Property," as the case may be, in accordance with Internal Revenue Code Section 1031.

19. Bulk Sales, Transfers, or Assignments Tax Compliance.

Seller and Buyer agree to fully comply with N.J.S. 54:50-38 (the "Bulk Sales Act"). As such, the responsibilities of the parties shall include, but not necessarily be limited to: (1) Seller shall provide the Buyer with all required documentation; (2) Seller and Buyer shall file all of the requisite Notices with the Director of the Division of Taxation at least Ten (10) days prior to Closing, specifically including, respectively, the Asset Transfer Tax Declaration Form and Form C-9600, Notification of Sale, Transfer, or Assignment in Bulk; (3) Seller shall pay directly to the State, from Seller's proceeds at Closing, the amount set forth in the Director's initial reply notification to the Buyer of the State's claim to the Seller's State tax debts owed, and/or establish an escrow fund at Closing for payment thereof, pending the State's final determination as to the amount owed by the Seller; and (4) such other requirements of the Bulk Sales Act, as may be applicable.

20. Miscellaneous.

(a) The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer shall have the right one-time, on or before the Closing Date to assign its interest hereunder to an affiliate of Buyer (i.e., controlled by the principals of Buyer) without Seller's consent, or otherwise to assign its interest hereunder to one or more persons or entities with Seller's prior consent, which consent may be withheld, conditioned or delayed at Seller's sole and exclusive discretion. Upon any such assignment, the assignee shall assume all obligations of Buyer hereunder and Buyer shall remain liable as a principal and not as a surety.

(c) This Agreement contains the entire agreement between Seller and Buyer regarding the subject matter hereof and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning the subject matter of this Agreement. Furthermore, this Agreement shall not be altered, amended, changed or modified, except in writing executed by the parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, with venue in Atlantic County, without regard to conflicts of law principles.

In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto whether or not suit is filed or prosecuted to final judgment, each party shall bear its own costs, expenses and attorneys' fees regardless of who prevails in any dispute.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, facsimile or e-mail signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or e-mail document (as the case may be), are aware that the other party will rely on such facsimile or e-mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

(f) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first above written.

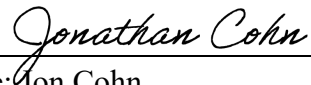
SELLER:

AMELIA ASSOCIATES

By:  4/8/2022
 Name: Zacharias Trupos
 Title: Authorized Signatory

BUYER:

STARBOARD INDUSTRIES NJ LLC

By: 
 Name: Jon Cohn
 Title: Authorized Signatory

ACCEPTED AND APPROVED BY ESCROW AGENT:

ACW ABSTACT

By: _____
 Name: Anne Warchol
 Title: Authorized Signatory

**ACCEPTED AND APPROVED BY BROKER
ONLY AS TO THE PROVISIONS OF PARAGRAPH 13:**

VANTAGE REAL ESTATE SERVICES, LLC

By:  DocuSigned by:
Leor Hemo 4/8/2022
9B7C3FF900D747E...
Leor Hemo, Broker of Record

In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto whether or not suit is filed or prosecuted to final judgment, each party shall bear its own costs, expenses and attorneys' fees regardless of who prevails in any dispute.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, facsimile or e-mail signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or e-mail document (as the case may be), are aware that the other party will rely on such facsimile or e-mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

(f) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

AMELIA ASSOCIATES

By: _____

Name: Zacharias Trupos

Title: Authorized Signatory

BUYER:

STARBOARD INDUSTRIES NJ LLC

By: Jonathan Cohn

Name: Jon Cohn

Title: Authorized Signatory

ACCEPTED AND APPROVED BY ESCROW AGENT:

ACW ABSTACT

By: Anne Warchol

Name: Anne Warchol

Title: Authorized Signatory

AGREEMENT OF SALE AND PURCHASE

This AGREEMENT OF SALE AND PURCHASE ("Agreement") is made this 14th day of July, 2022 ("Effective Date"), by and between 19 NORTH MLK BOULEVARD ASSOCIATES, LLC, a New Jersey limited liability company, and the ESTATE OF EUGENE SANDERSON BECKMAN JR. (collectively, the "Seller"), and JONATHAN COHN, an adult individual, or his assignee or nominee ("Buyer").

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the following described property (collectively, the "Property"):

(a) Fee simple title to that certain tract or parcel of land comprising approximately 0.75 +/- acres, having a street address of 19 N. Dr. Martin Luther King, Jr. Boulevard, Atlantic City, NJ 08401, and bearing Tax Map Reference: Block 290, Lots 2, 3 and 4, being more particularly described in the annexed Exhibit A (the "Real Property"), together with all right, title and interest in and to all easements, rights of way, privileges, hereditaments and appurtenances, if any, belonging to, or inuring to the benefit of, the Real Property, and all right, title and interest in and to any land lying in the bed of any highway, street, road or avenue in front of, abutting or adjoining the Real Property (the "Appurtenances," and together with the Real Property, collectively, the "Premises").

(b) Fee simple title to all buildings, structures, fixtures, parking areas and other improvements located on the Real Property (the "Improvements"), if any.

(c) To the extent assignable and available, any and all licenses, permits, approvals and entitlements issued, approved or granted by any municipal and/or other governmental and/or quasi-governmental agencies, departments, commissions, boards, bureaus, offices or instrumentalities, foreign or domestic, or any of them, having jurisdiction over the Property or any part thereof ("Governmental Authorities") in connection with the Real Property and the Improvements, if any, together with all renewals and modifications thereof (the "Licenses and Permits").

2. Purchase Price. [REDACTED]

payable as follows:

(a) The sum of [REDACTED] (the "Deposit") by check or wire transfer to be deposited with ACW Abstract, 10000 Lincoln Drive East, Suite 201, Marlton, NJ 08053, Attention: Anne Warchol ("Title Company" or "Escrow Agent"), who shall serve as escrow agent, within five (5) Business Days following the Effective Date.

(b) Escrow Agent shall hold the Deposit in escrow in a non-interest bearing bank account or trust account for the benefit of Buyer pursuant to the terms of this Agreement.

(c) The Deposit will be credited to the Purchase Price at Closing, and the balance of the Purchase Price is to be paid by certified check, Title Company check or wire transfer of funds at Closing.

3. Closing. Closing (the "Closing") hereunder shall occur within thirty (30) days after the expiration or any sooner waiver of the Due Diligence Period (as hereinafter defined) (the "Closing Date"), provided that all Conditions Precedent (as hereinafter defined) have been satisfied or waived. Closing shall take place by escrow closing with each party delivering into escrow with the Escrow Agent the deliverables required to be signed and/or delivered by such party, as the same are more particularly described herein. On or before the Closing Date, Buyer shall deliver the balance of the Purchase Price to Escrow Agent as provided herein. Upon receipt of all documents required for Closing and the satisfaction or waiver of all Conditions Precedent, Escrow Agent shall, without limitation, (i) prepare a settlement statement ("Settlement Statement") reflecting the prorations and adjustments required under this Agreement, (ii) disburse the net sale proceeds in accordance with the Settlement Statement, and (iii) cause the Deed (as hereinafter defined) to be recorded in Atlantic County, New Jersey.

4. Condition of Title.

(a) Upon Closing, title to the Premises shall be (i) good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, subject, however, to (A) those exceptions to which Buyer does not object pursuant to this Paragraph 4(a), (B) all matters that arise out of actions of Buyer or its agents, representatives or contractors, (C) all matters Title Company is willing to insure over without any additional premium or indemnity from Buyer, (D) Title Company's printed standard coverage exclusions, (E) such state of facts as would be disclosed by an accurate survey or inspection of the Premises, and (F) liens for real estate taxes not yet due and payable (collectively, the "Permitted Exceptions"), and (ii) insurable by Title Company as aforesaid under an ALTA Owner's Policy, Form B, Amended 6-17-2006 at regular rates. Buyer shall immediately order from Title Company a commitment for a title insurance policy for the Property (the "Title Commitment") and then deliver a copy of the Title Commitment to Seller upon receipt. If any title exceptions are disclosed in the Title Commitment, and which are identified as objectionable in writing from Buyer to Seller at the time the Title Commitment is delivered to Seller, but in no event later than sixty (60) days prior to the Due Diligence Deadline Date, Seller shall notify Buyer within ten (10) Business Days after Seller's receipt of Buyer's title objections whether Seller will correct such title objections at or before Closing at Seller's sole cost and expense. If Buyer does not submit such title objections to Seller on or before such date, then Buyer shall be deemed to waive the right to raise any title objections. Buyer agrees that Seller shall have no obligation to correct such title objections or to incur any cost or expense in connection therewith (except for the obligation to remove monetary liens as provided for in Section 4b). If Seller does not agree within such ten (10) Business Day period to correct any title objections described in Buyer's notice, then Seller shall be deemed to have elected not to correct such objections, and Buyer may, by written notice to Seller within five (5) Business Days of expiration of the foregoing ten (10) Business Days, exercise its rights set forth in Paragraph 4(b).

(b) In the event Seller elects (or is deemed to elect) not to correct Buyer's title objections or is unable to convey good and marketable title and such as will be insured by Title Company as aforesaid, Buyer shall have the option of (i) taking such title as Seller can give without abatement of the Purchase Price, except that any recorded liens or encumbrances against the Property created by the

actions of the Seller which can be removed by the payment of money shall be paid and discharged by Seller at or prior to Closing, or (ii) terminating this Agreement on or before the Due Diligence Deadline Date by written notice to Seller in accordance with Paragraph 4(a) above, in which event Escrow Agent shall return the Deposit to Buyer, this Agreement shall become null and void, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms.

5. Due Diligence Inspection, Seller Reports and AS-IS Sale.

(a) Due Diligence. Buyer may engage such consultants, engineers, attorney and/or other professionals to perform inspections of the Premises and the Improvements, the development and leasing potential of the Premises, and the condition of title thereto (collectively, the “Due Diligence Inspection”). During the period (the “Due Diligence Period”) commencing on the Effective Date and ending on one hundred twenty (120) days thereafter, Buyer and its architects, contractors, engineers, inspectors, consultants, agents and other representatives (collectively, “Buyer’s Due Diligence Agents”) shall have access to and permission to enter the Premises and Improvements to conduct such studies, perform such non-invasive tests and investigations and review such materials with respect to the Premises as Buyer, in Buyer’s sole and absolute discretion, shall deem necessary or advisable to determine the feasibility of purchasing the Premises “as is.” Buyer shall be permitted to conduct such non-invasive environmental investigations as determined by Buyer in Buyer’s sole discretion. Notwithstanding anything to the contrary in this Agreement, Buyer, on behalf of itself and its representatives, agrees that Buyer shall not hire or engage a New Jersey Licensed Site Remediation Professional, as defined at N.J.A.C. 7:26C 1.3, to perform or supervise any inspections, including any physical testing, without obtaining Seller’s prior written consent thereto, which consent shall not be unreasonably withheld or delayed, but may be subject to such conditions as Seller deems reasonably advisable. Buyer shall provide Seller with at least 24 hours’ email advance notice of any such access or entry to the Premises along with the purpose and location thereof. For purposes of this Agreement, all materials generated by Buyer or Buyer’s Due Diligence Agents shall be referred to herein as “Due Diligence Materials.” Buyer agrees to defend, indemnify and hold Seller, its members, affiliates, directors, officers and employees harmless from and against any and all claims, debts, losses, demands, liabilities or causes of action (including reasonable attorneys’ fees and costs) asserted against Seller arising out of Buyer’s activities at, on or about the Premises. This indemnity shall survive Closing or any earlier termination of this Agreement. If Buyer is dissatisfied for any reason whatsoever, or no reason at all, with the results of the Due Diligence Inspection, then Buyer shall have the option to terminate this Agreement by delivery of written notice to Seller at any time prior to the expiration of the Due Diligence Period.

(b) Seller Reports. Within ten (10) Business Days following the Effective Date, Seller shall deliver to Buyer, or make available for review in a data room, all title policies, environmental reports, geotechnical analysis, surveys or other plans, drawings or reports and all other documents concerning the Property which are in Seller’s possession or control (the “Seller Reports”). If all of the Seller Reports are not delivered to Buyer within the said ten (10) Business Day period, then after written demand of Buyer of such Seller Reports that remain undelivered and Seller’s failure to deliver any such available information within 5 days of the written demand if such information exists in Seller’s possession or control, then Due Diligence Deadline Date and all accompanying dates under this Agreement (e.g., the Approvals Period Expiration Date (as hereinafter defined), the Closing Date, etc.) shall be extended by

the number of days of delay of delivery by Seller (after Seller's cure period opportunity). Seller makes no representation as to the accuracy of any information contained in the Seller Reports. Seller has provided Buyer with a copy of the Phase I Environmental Report prepared by Groundswell Environmental dated August 2007, which discloses that the Premises contain a coal ash previously used as fill on the Premises, and therefore may not be suitable for any housing development.

(c) Sale "As Is, Where Is". Buyer acknowledges and agrees that, except as expressly provided in this Agreement, the Buyer is not relying and will not be relying on any representation or warranty or statement or inducement made or implied by the Seller or any other Person acting on behalf of the Seller with respect to the Premises or any circumstances or conditions affecting the Premises (including the physical condition of the Premises, the environmental condition thereof, the fitness of the Property for a particular purpose, the value or profitability of the Premises, any matter relating to approvals and requirements of governmental authorities and utility companies, or compliance with legal requirements). The Buyer has investigated or will investigate the Property, and the circumstances and conditions affecting the Premises, to its full satisfaction. Subject to all of the provisions of this Agreement, the Buyer is purchasing the Premises "AS IS" and "WITH ALL FAULTS" as at the Effective Date, reasonable wear and tear from the Effective Date until the Closing excepted.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY IN THE DEED), PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (G) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS OR (H) ANY OTHER MATTER WITH RESPECT TO THE PREMISES.

ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, CONTRACT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PREMISES OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, CONTRACT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE

OPPORTUNITY TO INSPECT THE PREMISES, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PREMISES AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PREMISES OR TO ANY HAZARDOUS MATERIALS ON THE PREMISES. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS.

6. Operation of the Real Property by Seller Prior to Closing. Seller agrees between the Effective Date and Closing Date as follows:

(a) Maintenance. Seller shall maintain the Property in the condition as currently exists, reasonable wear and tear excepted.

(b) Alterations. Seller shall not make or permit to be made any alterations, improvements or additions to the Premises, except those made by Seller if required by applicable law or ordinance, in which event prior notice thereof shall be given to Buyer.

(c) Leases. Seller shall not enter into any lease or modify any existing lease(s) affecting all or any part of the Property after the Effective Date. Seller shall cause all lease(s) affecting all or any part of the Property (if any) to be terminated, and Seller shall cause all tenants under any such leases (if any) to vacate the Property and surrender physical and legal possession thereof to Seller, prior to the Closing Date, at no cost or expense to Buyer.

(d) No New Contracts. Except for agreements that can be terminated on not more than thirty (30) days' notice or are required by applicable law or ordinance, Seller shall not enter into any other agreements which affect all or any party of the Property. Unless required by applicable law or ordinance, Seller shall cause all agreements which affect all or any party of the Property (if any) to be terminated, and Seller shall cause all amount owing under all such agreements (if any) to be paid in full, prior to the Closing Date, at no cost or expense to Buyer.

(e) Grounds Maintenance. As to the condition of the grass and weeds on the grounds of the Property, until such date and time of Closing, they shall be cut and maintained by Seller as required by applicable law or ordinance.

7. Fire or Other Casualty. As to all Improvements, Seller shall bear the risk of all loss or damage to the Improvements from all causes until Closing. If at any time prior to Closing any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give notice thereof (the “Casualty Notice”) to Buyer within five (5) days, but such damage or destruction shall not affect the obligations of the parties under this Agreement unless such casualty results in damage to the Property in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), as reasonably determined by Buyer and Seller (a “Material Casualty”). If a Material Casualty occurs, Buyer shall have the right to terminate this Agreement by written notice to Seller and to Escrow Agent within twenty (20) days after receipt of the Casualty Notice, in which event the full amount of the Deposit shall be immediately refunded to Buyer, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms. If Buyer does not terminate this Agreement, at Closing, Seller shall assign, transfer and set over to Buyer all of Seller’s right, title and interest in and to any insurance proceeds to which Seller is or would be entitled and shall Buyer shall be entitled to a credit against the Purchase Price in an amount equal to all deductibles under applicable insurance relating to the casualty.

8. Condemnation. If, at any time prior to the date of Closing, Seller is notified of any eminent domain proceedings against all or any portion of the Property, Seller shall promptly give written notice thereof to Buyer. Buyer shall have the right, within thirty (30) days of receipt of any such notice, at its sole option, to terminate this Agreement, in which event the full amount of the Deposit, together with all other sums paid by Buyer to Seller hereunder, if any, shall be immediately refunded to Buyer, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms. If this Agreement is so terminated, Buyer shall have the right, so long as the exercise of such right does not interfere with Seller’s award relating to the eminent domain proceedings, to negotiate directly with the condemning authority for eminent domain proceeds to compensate Buyer for out-of-pocket expenses incurred by Buyer in connection with this Agreement. If Buyer does not elect to terminate this Agreement as aforesaid, then (a) Buyer shall have the right, to participate in and approve the determination of any eminent domain award, (b) the proceeds of any eminent domain award with respect to the Property paid between the date of this Agreement and the Closing after deduction of Seller’s expenses reasonably incurred in obtaining such award shall be credited against the Purchase Price, and (c) all unpaid claims and rights in connection with the taking shall be assigned to Buyer at Closing after deduction of Seller’s expenses reasonably incurred in obtaining such award.

9. Provisions with Respect to Closing.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) Deed. A deed for the Property containing a “covenant as to grantor’s acts” (“Deed”), duly executed and acknowledged by Seller, and transfer tax or other documents required for recording, which Deed shall utilize the metes and bounds description set forth in Exhibit A.

(ii) General Assignment. An assignment to Buyer, in form reasonably acceptable to Buyer, of all of Seller’s right, title and interest in and to any Licenses and Permits (the “General Assignment”), duly executed by Seller.

(iii) Title Company Affidavit. An affidavit to Title Company of the type customarily provided by sellers of real property to induce title companies in the Southern New Jersey area to insure over certain “standard” or “preprinted” exceptions to title.

(iv) Evidence of Authority. An appropriate resolution authorizing the sale of the Premises.

(v) Closing Certificate. A certificate stating that Seller’s representations contained in this Agreement are true and correct as of the date of Closing in all material respects.

(vi) FIRPTA Certificate. A certificate stating that Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, in form and substance acceptable to Buyer and Title Company.

(vii) Settlement Statement. The Settlement Statement setting forth the Purchase Price and any apportionments between the parties, duly executed by Seller.

(b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) Purchase Price. All amounts required to be paid by Buyer to Seller pursuant to this Agreement in order to acquire the Property.

(ii) Evidence of Good Standing and Authority. Proof, satisfactory to Seller and Title Company, of Buyer’s existence, good standing and authority to enter into the transaction contemplated by this Agreement.

(iii) General Assignment. A counterpart of the General Assignment, duly executed by Buyer.

(iv) Settlement Statement. A counterpart of the Settlement Statement, duly executed by Buyer.

(c) Buyer and Seller shall execute and deliver such other documents and instruments as may be reasonably necessary to complete the transaction contemplated by this Agreement.

10. Taxes and Apportionments.

(a) All charges for water, sewer, electricity, gas, fuel and other utility charges related to the Property, based on meter readings within one day before Closing, shall be apportioned pro-rata on a per diem basis as of the date of Closing, provided that at the election of either party, Seller shall close its own applicable accounts, and pay all amounts owing thereon, prior to Closing, in which event Buyer shall open its own accounts and the applicable charges shall not be prorated and apportioned as aforesaid at Closing.

(b) Real estate taxes which have been pre-paid or are not yet due and payable shall be apportioned pro-rata on a per diem basis as of the date of Closing.

(c) Seller shall pay the realty transfer tax.

(d) Buyer shall pay all fees, costs and other charges to record the Deed, any so-called “Mansion Tax,” and any escrow charges and any other fees and charges in connection with Buyer’s financing or purchase of the Premises.

(e) Each of the parties will pay its own counsel and other professional fees.

11. Representations and Warranties.

(a) Seller’s Representations and Warranties. Seller hereby represents and warrants that to its actual knowledge, without investigation the following statements are true and correct in all material respects, as of the Effective Date, and shall be true and correct in all material respect as of the Closing Date, unless notice is provided pursuant to Section 10(b):

(i) Seller’s Approvals, Authority for Binding Agreement. Each Seller is a duly authorized and validly existing New Jersey, and has full power, right and authority to enter into and fulfill its obligations under this Agreement.

(ii) Leases. As of the Effective Date, there are no leases and other agreements, whether oral or written, with respect to the use and occupancy of the Property (“Leases”).

(iii) Contracts. As of the Effective Date, there are no service agreements, maintenance contracts and other contracts for the provision of labor, services, materials or supplies relating to the Property (“Contracts”).

(iv) Condemnation. Seller has not received written notice of any pending or threatened condemnation with respect to the Premises or any portion thereof.

(v) No Lawsuits. There are no material or uninsured claims, lawsuits or proceedings pending, or to Seller’s knowledge, threatened, against or relating to Seller or the Property.

(vi) Compliance with Laws. Except as disclosed in the Seller’s Reports, Seller has not received written notice alleging that the Property is in violation of applicable laws, rules or regulations, including Environmental Laws (as hereinafter defined), except for such failures to comply, if any, which have been remedied. “Environmental Laws” means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. § 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as

amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et seq.), the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 et seq.), the New Jersey Brownfield and Contaminated Site Remediation Act (N.J.S.A. 58:10B-1.1 et seq.), the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.), the New Jersey Air Pollution Control Act (N.J.S.A. 26:2C-1 et seq.), the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(vii) FIRPTA. Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended (“Code”).

(viii) OFAC. (A) Seller is not listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)), (B) Seller is not listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce, (C) Seller is not listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (D) Seller is not listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515, (E) Seller is not listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including, without limitation, the Trading with the Enemy Act, 50 U.S.C. App. 1-44, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the un repealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513, the United Nations Participation Act, 22 U.S.C. § 2349 as-9, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233, and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time), or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called “Orders”), (F) Seller is not engaged in activities prohibited in the Orders, or (G) Seller has not been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(b) Change In Circumstances. If due to a change in circumstances, Seller is unable to recertify the material truth and accuracy of the representations set forth in Section 11(a) of this Agreement on the Closing Date, Buyer shall have fifteen (15) days to elect whether or not to close in light of the change in circumstances. If Seller’s inability to recertify the material truth and accuracy is not due to the intentional or willful act of Seller or due to a Seller Event of Default of this Agreement and Buyer elects to terminate the Agreement, Seller shall not be in default, rather, the Deposit shall be returned to Buyer and the parties shall have no further recourse against one another hereunder except for those obligations that survive termination of this Agreement.

(c) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that the following representations and warranties, as of the Effective Date, contain no untrue statement of material fact and, as of the Closing Date, shall contain no untrue statement of material fact:

(i) Authority. Buyer has full power, right, and authority to own its properties, to carry on its business as now conducted, and to enter into and fulfill its obligations under this Agreement. This Agreement is the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(ii) OFAC. (A) Buyer is not listed on the OFAC pursuant to the Order and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)), (B) Buyer is not listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce, (C) Buyer is not listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (D) Buyer is not listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515, (E) Buyer is not listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including, without limitation, the Trading with the Enemy Act, 50 U.S.C. App. 1-44, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513, the United Nations Participation Act, 22 U.S.C. § 2349 as-9, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233, and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time), or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order, (F) Buyer is not engaged in activities prohibited in the Orders, or (G) Buyer has not been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(iii) Litigation. There are no material claims, actions, suits, proceedings, or investigations pending, or to the current actual knowledge of Buyer, without any duty of independent inquiry, threatened, against Buyer that could reasonably be expected to materially impair the ability of Buyer to fulfill and perform its obligations under this Agreement.

(iv) Buyer has the financial ability to deliver the Purchase Price and Close in accordance with the terms and conditions of this Agreement.

(d) Survival. The representations and warranties as set forth in this Paragraph 11 shall survive Closing and delivery of the Deed for a period of six (6) months after the Closing Date.

12. Buyer's Conditions Precedent to Closing. The obligations of Buyer under this Agreement are, without limitation, contingent and conditional upon the conditions precedent set forth below being satisfied at Closing ("Buyer's Conditions Precedent"). If any Buyer's Conditions Precedent are not satisfied, Buyer, as its sole remedy, may terminate this Agreement and receive a refund of the Deposit or waive the failure of any condition precedent and proceed to Closing:

(a) Each and every representation and warranty of Seller herein contained must be true, correct and complete in all material respects as of Closing.

(b) As of Closing, Seller shall have fully performed and satisfied in all material respects each and every obligation, term and condition to be performed and satisfied by Seller under this Agreement.

(c) Seller shall have terminated all Leases and all rights and liabilities thereunder.

(d) Seller shall have terminated all Contracts and all rights and liabilities thereunder.

(e) At Closing, Buyer shall have received good and marketable title in accordance with the Title Commitment obtained by Buyer.

(f) No new adverse environmental matter has been discovered which was not included in the Seller Reports delivered, or otherwise made available, to Buyer in accordance with this Agreement.

(g) There is no pending or threatened litigation or arbitration affecting or relating to this Agreement, the transaction contemplated in this Agreement, or affecting Seller or the Property.

(j) At Closing, no orders, decrees, judgments or injunctions of any court or governmental body shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could reasonably be expected to prevent or cause the rescission of the consummation of the transactions contemplated in this Agreement.

13. Brokers. Seller and Buyer each warrant and represent to the other that each has had no dealings, negotiations or communications with any brokers or other intermediaries in connection with this Agreement or the sale of the Property, except Vantage Real Estate Services LLC ("Broker"), who will be paid by Seller pursuant to a separate agreement between Seller and Broker. In the event that any claim is asserted by any other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to the sale and purchase of the Property resulting from any act, representation or promise of Seller, Seller shall indemnify and save Buyer harmless from any such claim. In the event that any claim is asserted by any other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to the sale and purchase of the Property resulting from any act, representation or promise of Buyer, Buyer shall indemnify and save Seller harmless from any such claim.

14. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been properly given to the below named parties (a) on the date of delivery, if personally delivered, (b) four (4) days after posting, if sent by registered or certified mail, postage prepaid, return receipt requested, (c) on the date of delivery, if sent by overnight express carrier,

such as Federal Express, next day delivery, charges prepaid, or (d) by email; provided, however, that the email (“Digital”) transmission of any Notice to the other party may be given, so long such Notice is also provided by any other method set forth in this Paragraph.

To Seller: 19 North MLK Boulevard Assoc LLC and
the Estate of Eugene Sanderson Beckman, Jr.
c/o Brownstein Hyatt Farber Schreck, LLP
650 New Road Suite C
Linwood NJ 08221
Attn: Pacifico S. Agnelli, Esquire
Email: PAgnellini@BHFS.com

With a copy to: Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
Attention: Cheri R. Ciano, Esq.
E-mail: cciano@wilentz.com

To Buyer: Jonathan Cohn
511 Anthonys Drive
Exton, Pennsylvania 19340
Email: jcohn@agri-kind.com

With a copy to: Royer Cooper Cohen Braunfeld LLC
101 W. Elm Street, Suite 400
Conshohocken, PA 19428
Attn: Jonathan M. Grosser, Esquire
Email: jgrosser@rccblaw.com

Escrow Agent: ACW Abstract
10000 Lincoln Drive East
Suite 201
Marlton, NJ 08053
Attn: Anne Warchol
Email: awarchol@acwabstract.com

Notice may be given at such other address of which Seller or Buyer shall have given notice as herein provided. Notices by the parties may be given on their behalf by their respective counsel.

15. Buyer’s Default and Seller’s Default.

(a) In the event Buyer violates or fails to fulfill or perform any of the terms and conditions of this Agreement required to be performed by Buyer (“Buyer Event of Default”), and Buyer fails to cure such Buyer Event of Default within fifteen (15) Business Days (“Cure Period”) after Buyer’s receipt from Seller of a written notice notifying Buyer of said Buyer Event of Default, Seller shall have the option to terminate this Agreement upon written notice to Buyer within five (5) business days of the

expiration of the Cure Period, whereupon Escrow Agent shall pay the Deposit to Seller, as Seller's sole and exclusive remedy on account thereof, and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms.

(b) In the event Seller violates or fails to fulfill and perform any of the terms and conditions of this Agreement required to be performed by Seller ("Seller Event of Default," and Seller fails to cure such Seller Event of Default within Cure Period after Seller's receipt from Buyer of a written notice notifying Seller of said violation or failure, Buyer shall have the option as its sole and exclusive remedy: (i) to waive any Seller Event of Default and close "as is", (ii) to terminate this Agreement upon written notice to Seller and, thereafter, neither party shall have any further right, liability, obligation or duty under and pursuant to this Agreement, except for those rights, liabilities, obligations and duties of the parties under this Agreement that survive the termination of this Agreement in accordance with its terms or (iii) the right to seek specific performance of Seller's obligations hereunder. Notwithstanding anything herein to the contrary, Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before thirty (30) days following the Closing Date or, having given such notice, fails to file a lawsuit asserting said claim or cause of action within ninety (90) days following the Closing Date.

(c) This Paragraph 15 shall survive the termination of this Agreement.

16. Escrow Agent. Seller and Buyer agree that Escrow Agent is acting as agent only and shall not be liable to either party for any act or omission except as the result of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall be entitled to rely upon any document reasonably believed by it to be genuine. In the event of any dispute between Buyer and Seller regarding the Deposit, Escrow Agent shall be entitled to deposit the Deposit into court and thereafter shall have no further liability or obligation hereunder as Escrow Agent.

17. Confidentiality and Return of Documents. Buyer agrees that:

(a) Buyer will not disclose the financial terms of this Agreement to any third parties other than to any affiliate, officer, member, director, shareholder, employee, advisor, attorney, consultant or agent of Buyer ("Buyer's Representatives") and will use all Seller Reports exclusively for the purpose of evaluating the purchase of the Property as contemplated by this Agreement and not for any other purpose whatsoever.

(b) Buyer will not disclose any Seller Reports or use it to the detriment of Seller or its affiliates, provided that Buyer may without liability disclose Seller Reports (i) to any of the Buyer's Representatives and Buyer's Due Diligence Agents who need to know such Seller Reports for the purpose of evaluating the purchase of the Property and will advise each such Buyer Representative Buyer Due Diligence Agent that the Seller Reports are to be used only for the purpose of evaluating the purchase of the Property and (ii) pursuant to administrative order or as otherwise required by law.

(c) Buyer agrees that, in the event this Agreement is terminated or Closing is not

completed for any reason, all Seller Reports, and all copies thereof in the possession of Buyer, will be returned to Seller promptly upon written request, subject to Buyer's record retention policies and as may be technologically impracticable to purge from Buyer's IT systems.

(d) Buyer agrees that, in the event this Agreement is terminated or Closing is not completed for any reason, Buyer shall deliver all Due Diligence Materials to Seller.

18. Tax Deferred Exchange.

(a) Buyer's 1031. Buyer is evaluating the use of a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code, and to utilize the Property in connection with such like-kind exchange. Seller shall fully cooperate with Buyer in effectuating any like-kind exchange, including, without limitation, a so-called reverse 1031 transaction, provided that nothing herein contained is intended to require Seller to close title to any property. Buyer's effectuation of a like-kind exchange prior to any closing shall not be a condition or contingency to Buyer's obligations hereunder. Buyer shall be responsible for all costs and expenses incurred in connection with the effectuation of a like-kind exchange over and above those Seller would incur in a straight purchase/sale. Buyer shall indemnify and hold harmless Seller from any and all losses, costs, expenses and damages associated with Seller's participation in the exchange transaction. The Property subject to this Agreement shall constitute "Replacement Property" or "Relinquishment Property," as the case may be, in accordance with Internal Revenue Code Section 1031.

(b) Seller's 1031. Seller is evaluating the use of a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code, and to utilize the Property in connection with such like-kind exchange. Buyer shall fully cooperate with Seller in effectuating any like-kind exchange, including, without limitation, a so-called reverse 1031 transaction, provided that nothing herein contained is intended to require Buyer to close title to any property. Seller's effectuation of a like-kind exchange prior to any closing shall not be a condition or contingency to Seller's obligations hereunder. Seller shall be responsible for all costs and expenses incurred in connection with the effectuation of a like-kind exchange over and above those Buyer would incur in a straight purchase/sale. Seller shall indemnify and hold harmless Buyer from any and all losses, costs, expenses and damages associated with Buyer's participation in the exchange transaction. The Property subject to this Agreement shall constitute "Replacement Property" or "Relinquishment Property," as the case may be, in accordance with Internal Revenue Code Section 1031.

19. Bulk Sales, Transfers, or Assignments Tax Compliance.

Seller and Buyer agree to fully comply with N.J.S. 54:50-38 (the "Bulk Sales Act"). As such, the responsibilities of the parties shall include, but not necessarily be limited to: (a) Seller shall provide the Buyer with all required documentation; (b) Seller and Buyer shall file all of the requisite Notices with the Director of the Division of Taxation at least Ten (10) days prior to Closing, specifically including, respectively, the Asset Transfer Tax Declaration Form and Form C-9600, Notification of Sale, Transfer, or Assignment in Bulk; (c) Seller shall pay directly to the State, from Seller's proceeds at Closing, the amount set forth in the Director's initial reply notification to the Buyer of the State's claim to the Seller's State tax debts owed, and/or establish an escrow fund at Closing for payment thereof, pending the State's final determination as to the amount owed by the Seller; and (e) such other requirements of the Bulk Sales Act, as may be applicable. This Paragraph 19 shall survive Closing and

delivery of the Deed.

20. Miscellaneous.

(a) The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer shall have the right one-time, on or before the Closing Date, to assign its interest hereunder to an affiliate of Buyer (i.e., controlled by the principals of Buyer) ("Permitted Assignee") without Seller's consent, or otherwise to assign its interest hereunder to one or more persons or entities with Seller's prior consent, which consent may be withheld, conditioned or delayed at Seller's sole and exclusive discretion ("Authorized Assignee"). Upon any such assignment, the assignee shall assume all obligations of Buyer hereunder and Buyer shall remain liable as a principal and not as a surety. Buyer shall notify Seller of any assignment and provide a copy of written assumption agreement in form reasonably acceptable to Seller to Permitted Assignee or Authorized Assignee.

(c) This Agreement contains the entire agreement between Seller and Buyer regarding the subject matter hereof and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning the subject matter of this Agreement. Furthermore, this Agreement shall not be altered, amended, changed or modified, except in writing executed by the parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, with venue in Atlantic County, without regard to conflicts of law principles. In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto whether or not suit is filed or prosecuted to final judgment, each party shall bear its own costs, expenses and attorneys' fees regardless of who prevails in any dispute. This Paragraph 20(d) shall survive Closing.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, e-mail signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the e-mail document (as the case may be), are aware that the other party will rely on such e-mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

For purposes of this Agreement, (i) the term "Effective Date" means the date on first page of this fully executed Agreement provided such date is a Business Day (as hereinafter defined), and if such date is not a Business Day, then the Effective Date shall be the first Business Day immediately following such date, and (ii) "Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located within the State of New Jersey are authorized or required by applicable laws to be closed for business.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale and Purchase as of the date first above written.

SELLER:

19 NORTH MLK BOULEVARD ASSOC LLC

By: 

Name: Pacifico Agnellini

Title: Authorized Signatory/Manager

BECKMAN, JR

ESTATE OF EUGENE SANDERSON

By: _____

Name: Jane B. Baird

Title: Successor Executrix

BUYER:

JONATHAN COHN

ACCEPTED AND APPROVED BY ESCROW AGENT:

ACW ABSTACT

By: _____

Name: Anne Warchol

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale and Purchase as of the date first above written.

SELLER:

19 NORTH MLK BOULEVARD ASSOC LLC

By: _____

Name:

Title: Authorized Signatory

BECKMAN, JR

ESTATE OF EUGENE SANDERSON

By: _____

Name: Jane B. Baird

Title: Successor Executrix

BUYER:

JONATHAN COHN

ACCEPTED AND APPROVED BY ESCROW AGENT:

ACW ABSTACT

By: _____

Name: Anne Warchol

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale and Purchase as of the date first above written.

SELLER:

19 NORTH MLK BOULEVARD ASSOC LLC

By: _____

Name:

Title: Authorized Signatory

BECKMAN, JR

ESTATE OF EUGENE SANDERSON

By: _____

Name: Jane B. Baird

Title: Successor Executrix

BUYER:



JONATHAN COHN

ACCEPTED AND APPROVED BY ESCROW AGENT:

ACW ABSTRACT LLC



By: _____

Name: Anne Warchol

Title: Authorized Signatory

EXHIBIT A
LEGAL DESCRIPTION

[TO BE ATTACHED]

EXHIBIT 3

Resolution of the City of Atlantic City

No. 427

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

Factual contents certified to by..

Assistant City Solicitor /s/ Karl Timbers

Assistant Director of Planning & Development /s/ Jacques Howard

Prepared by City Solicitor's Office

Council Member MARSHALL presents the following Resolution:

RESOLUTION IN SUPPORT FOR SUITABILITY OF CANNABIS BUSINESS AGRI-KIND NJ LLC

WHEREAS, AGRI-KIND NJ 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. 24:61-7.2(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, AGRI-KIND NJ LLC, (the "License-Applicant") ~~has sought~~ such a letter of support to apply for a state license to operate a licensed Class 2 CANNABIS MANUFACTURER business at the address 1705 Atlantic 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;

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, ta the City Council of the City of Atlantic City hereby authorizes this resolution of local support for AGRI-KIND NJ LLC and purpose described herein..

ke June 23, 2022 9:18 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						WEBKES	X					
MORSHED	X				X		ZIA	X					
TIBBITT, PRESIDENT													
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: JUNE 22, 2022

Paula Geletei

/s/ Paula Geletei, City Clerk.

EXHIBIT 4

- Leadership
- Expectations
- Transparency
- Stability

CITY OF ATLANTIC CITY
OFFICE OF THE MAYOR

- Accountability
- Credibility
- Excellence in Execution

L.E.T.S. A.C.E. IT!



MAYOR MARTY SMALL, SR.

City Hall
1301 Bacharach Boulevard • Suite 706
Atlantic City, New Jersey 08401
Telephone 609-347-5400

December 10, 2021

Jon A Cohn
CEO
Agri-Kind NJ LLC
511 Anthony's Drive
Exton, PA 19341

RE: LETTER OF SUPPORT FOR Agri-Kind NJ LLC

To Whom It May Concern:

Agri-Kind NJ LLC has requested a letter of support to be included in his application before the Cannabis Regulatory Commission, as is required to obtain a state license for a cannabis business to operate within the City of Atlantic City.

The purpose of this letter is to express support on behalf of the Administration of the City of Atlantic City for a cannabis business with the City of Atlantic City. This letter of support is contingent upon an organization's ability to meet all state, county and local regulations.

Yours in service to the community,

Marty Small Sr.
Mayor
City of Atlantic City



15 South Pennsylvania Avenue

Atlantic City, NJ 08401

NJ CRDA – City of Atlantic City – Cannabis “d” Variance Checklist (Form #13)

REQUIRED APPLICATION ITEMS

Project Name: Starboard Enterprises NJ LLC Application # _____

Prepared by: Fox Rothschild, LLP Title Starboard Enterprises NJ LLC date 7-14-22

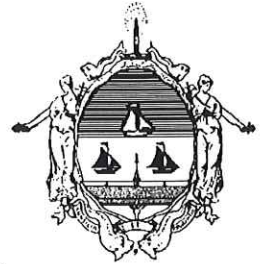
Note : Five (5) copies of plans and supporting documents are required as the initial submission. Eleven (11) copies of plans are required for final sign-off and distribution.

Item #	Description	REQUIRED	SUBMITTED	WAIVER REQUESTED BY APPLICANT	Waiver Recommended by Reviewer
1	Lease or agreement of sale identifying location	X	X		
2	Letter of Support from Mayor's Office	X	X		
3	Resolution from City Council endorsing location	X	X		
4	Map demonstrating site is outside the DRUG FREE ZONE.	X	X		
5	Compliance with Atlantic City Ordinance # 51 Of 2021	X	X		
6	Completed Land Use Application Form	X	X		
7	Payment of Required Application and Escrow Fees (19:66-4.3)	X	X		
8	Name and address, email address of property owner and applicant.	X	X		
9	Proof of real estate taxes and other assessments paid.	X	X		
10	Name, signature, license number, seal and address of each professional consultant, as applicable, involved in preparation of required documents.	X	X		
11	Narrative presenting justification for the “d” Variance relief sought that includes a	X	X		

	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.				
12	Color Photographs of site from four (4) different viewpoints.	X	X		
13	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		
14	Title block denoting type of application, tax map sheet, project address, block and lot, and street location.	X	X		
15	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	will supplement		
16	Consent of property owner to applicant to development project.	X	will supplement		
17	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		
18	Certified List of Property Owners within 200' Radius of the subject property by City of Atlantic City Tax assessor's Office.	X	X		
19	Public Notice in compliance with NJSA 40:55D-12.	X	will provide closer to hearing		
20	North arrow, scale and graphic scale.	X	X		
21	Signature blocks for Hearing Officer, Land Use Regulation Enforcement Officer, Engineer and Planner.	X	X		
22	Key map(s) at a legible scale showing location of property with existing structures, uses, streets, public right of ways, municipal	X	X		

	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.				
23	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		
24	List of development stages or phases, if any.	X	X		
25	List of approvals or permits required by other regulatory authorities having jurisdiction and the status of same.	X	X		
26	Land Title Survey and topographic survey depicting existing conditions prepared by New 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, utilities such as water, sanitary sewer, storm sewer, electric, gas, cable, telephone, etc. Improvements in adjoining right-of-ways / roadways / streets including painted traffic markings.	X	X		
27	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		
28	Preliminary architectural plan and elevations, and areas and type of each proposed use.	X	X		
29	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		

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 289 Lot: 1

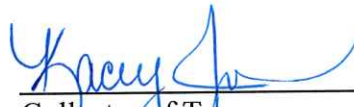
Location: 1726 Arctic Ave

Property Owner : Amelia Associates % Days Inn

are paid up to date as of 5/5/2022.

Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 289 Lot: 9

Location: 1714 Arctic Ave

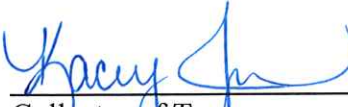
Property Owner : The New Redeemed Pentecostal Temple

are paid up to date as of N/A.

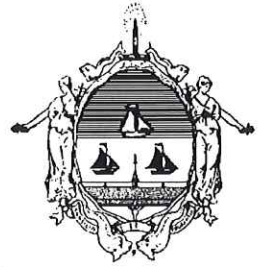
Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.

*****EXEMPT*****


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 289 Lot: 12

Location: Arctic Ave

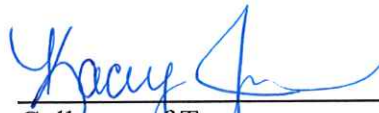
Property Owner : City of Atlantic City

are paid up to date as of N/A.

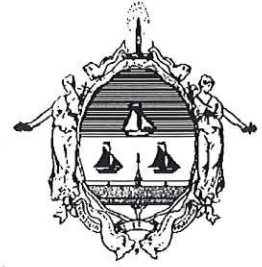
Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.

*****EXEMPT*****


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 289 Lot: 14

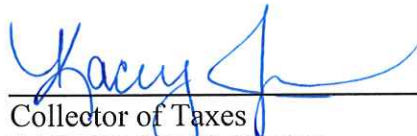
Location: 1705-1717 Atlantic Ave

Property Owner : Amelia Associates

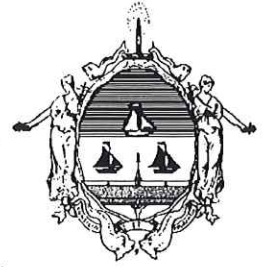
are paid up to date as of 5/5/2022.

Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 290 Lot: 2


Location: 19 N Dr. Martin Luther King Jr Blvd

Property Owner : 19 North MLK Boulevard Associates LLC

are paid up to date as of 5/23/2022.

Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 290 Lot: 3


Location: 15 N Dr. Martin Luther King Jr Blvd

Property Owner : 19 North MLK Boulevard Associates LLC

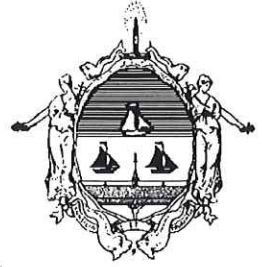
are paid up to date as of 5/23/2022.

Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.


Collector of Taxes
KACEY B. JOHNSON, CTC

CITY OF ATLANTIC CITY
OFFICE OF TAX COLLECTOR
1301 BACHARACH BLVD, STE #126
ATLANTIC CITY, NEW JERSEY 08401
(609) 347-5630 FAX # 347-5621



CERTIFICATION OF PAYMENT

July 14, 2022

City of Atlantic City

This certifies that the taxes on Block: 290 Lot: 4


Location: 16 N MT Vernon Ave

Property Owner : 19 North MLK Boulevard Associates LLC

are paid up to date as of 5/23/2022.

Taxes are Delinquent as of N/A.

There is a lien on this property as of N/A.


Collector of Taxes
KACEY B. JOHNSON, CTC



Ciudad de Luz Church

St Augustine's
Episcopal Church

Brown Park

1705
Atlan

OWN

1705 Atlantic Ave
1705 Atlantic Ave, Atla...
39.36°N, 74.43°W

1705 Atlantic Ave

1801

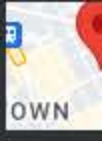
St Augustine's
Episcopal Church

1705 Atlantic Ave





1705 Atlantic Ave





**Atlantic County
Document Summary Sheet**

ATLANTIC COUNTY CLERK

5901 MAIN ST

MAYS LANDING NJ 08330 1797

ATLANTIC COUNTY, NJ
JOSEPH J. GIRALO, COUNTY CLERK
RECORDED 05/26/2022 15:50:17
RCPT # 1663040 RECD BY E-RECORD
NAME FEE
RECORDING FEES 70.00
INSTRUMENT# 2022026965
VOL 15237 PAGE 1 OF 6

Official Use Only

Transaction Identification Number

6009675

7234148

Submission Date(mm/dd/yyyy)

03/31/2022

No. of Pages (excluding Summary Sheet)

4

Recording Fee (excluding transfer tax)

\$70.00

Realty Transfer Tax

\$600.00

Total Amount

\$670.00

Document Type

DEED/NO EXEMPTION FROM REALTY TRANSFER FEE

Municipal Codes

ATLANTIC CITY

01

Batch Type L2 - LEVEL 2 (WITH IMAGES)

Return Address (for recorded documents)

SURETY TITLE COMPANY
11 EVES DRIVE, SUITE 150
MARLTON, NJ 08053

457948

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



Atlantic County Document Summary Sheet

DEED/NO EXEMPTION FROM REALTY TRANSFER FEE	Type	DEED/NO EXEMPTION FROM REALTY TRANSFER FEE				
	Consideration	\$150,000.00				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	03/29/2022				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		NEW REDEEMED PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST INC				
		THE NEW REDEEMED PENTECOSTAL TEMPLE OF GOD IN CHRIST				
	GRANTEE	Name			Address	
		AMELIA ASSOCIATES			3000 BOARDWALK, ATLANTIC CITY, NJ 08401	
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		01	289	9		01

--

*** DO NOT REMOVE THIS PAGE.**
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

DEED

Prepared by: **STEVEN M. ABRAMOFF, ESQUIRE**

This Deed is made on March 29, 2022,

BETWEEN **NEW REDEEMED PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST INC., a/k/a THE NEW REDEEMED PENTECOSTAL TEMPLE OF GOD IN CHRIST**

whose post office address is 1714 Arctic Avenue
Atlantic City, NJ 08401

referred to as Grantor,

AND **AMELIA ASSOCIATES, General Partnership**

whose post office address is 3000 Boardwalk
Atlantic City, NJ 08401

referred to as Grantee.

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

Transfer of Ownership. The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of **ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS**. The Grantor acknowledges receipt of this money.

Tax Map Reference. City of Atlantic City, Block 289, Lot 9

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

SEE ATTACHED LEGAL DESCRIPTION

BEING THE SAME LAND AND PREMISES granted and conveyed unto The New Redeemed Pentecostal Temple Of God In Christ, by deed from The Holy Temple Church Of God In Christ, dated February 26, 2004, recorded February 26, 2004, in the Atlantic County Clerk's Office in Book 7677, as Instrument No. 4017711.

BEING PART OF THE SAME LAND AND PREMISES granted and conveyed unto The Holy Temple Church Of God In Christ, by deed from Ralph Cavalier, dated December 15, 1983, recorded December 23, 1983, in the Atlantic County Clerk's Office in Deed Book 3869, Page 315.

BEING PART OF THE SAME LAND AND PREMISES granted and conveyed unto The Holy Temple Church Of God In Christ, by deed from Anna Cavalier, dated July 22, 1983, recorded July 26, 1983, in the Atlantic County Clerk's Office in Deed Book 3817, Page 3.

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 137952NF-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in City of Atlantic City, Atlantic County, and State of New Jersey being more particularly described as follows:

TRACT 1:

BEGINNING at a point in the Southerly line of Arctic Avenue, 98 feet Eastwardly from Indiana Avenue; and extending thence

- 1. Southwardly, parallel with Indiana Avenue, 81 feet; thence**
- 2. Eastwardly, parallel with Arctic Avenue, 29 feet; thence**
- 3. Northwardly, parallel with Indiana Avenue, 81 feet to the Southerly line of Arctic Avenue; thence**
- 4. Westwardly, along same 29 feet to place of BEGINNING.**

TRACT 2:

BEGINNING at a point in the Southerly line of Arctic Avenue, 127 feet Eastwardly from Indiana Avenue; and extending thence

- 1. Southwardly, parallel with Indiana Avenue, 125 feet to the Northerly line of an alley; thence**
- 2. Eastwardly, along the line of said alley, 29 feet; thence**
- 3. Northwardly, parallel with Indiana Avenue, 125 feet to the Southerly line of Arctic Avenue; thence**
- 4. Westwardly, along same 29 feet to place of BEGINNING.**

FOR INFORMATIONAL PURPOSES ONLY:

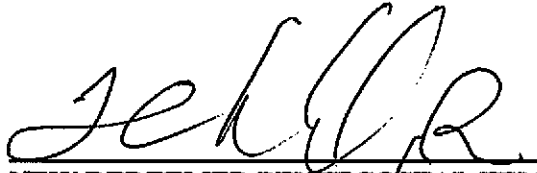
BEING premises No. 1714 Arctic Avenue.

BEING Tax Block: 289, Tax Lot: 9

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.

Signatures. The Grantor signs this Deed as of the date notarized below.

Witness



**NEW REDEEMED PENTECOSTAL TEMPLE CHURCH
OF GOD IN CHRIST INC., a/k/a THE NEW REDEEMED
PENTECOSTAL TEMPLE OF GOD IN CHRIST
By: Elder Thomas Clinton Michael, Sr., President**

STATE OF NEW JERSEY, COUNTY OF ATLANTIC

SS:

I CERTIFY that on March 29, 2022, **NEW REDEEMED PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST INC., a/k/a THE NEW REDEEMED PENTECOSTAL TEMPLE OF GOD IN CHRIST, By: Elder Thomas Clinton Michael, Sr., President**, personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is the maker of this Deed;
- (b) is the President of the Grantor, and is authorized to execute this Deed; and
- (c) made this Deed for \$150,000.00 as the full and actual consideration paid or to be paid for the transfer of title; and
- (d) executed this Deed as the act of the Grantor.



NOTARY PUBLIC

KAREN E MONTE
NOTARY PUBLIC OF NEW JERSEY
My commission expires June 26, 2025

Record & Return To:

State of New Jersey
Seller's Residency Certification/Exemption

SELLER'S INFORMATION

Name(s)
The New Redeemed Pentecostal Temple Of God In Christ Inc, a/k/a The New Redeemed Pentecostal Temple of God in Christ

Current Street Address
1714 Arctic Avenue

City, Town, Post Office
Atlantic City

State
NJ

Zip Code
08401

PROPERTY INFORMATION

Block(s)
289

Lot(s)
9

Qualifier

Street Address
1714 Arctic Avenue

City, Town, Post Office
City of Atlantic City

State
NJ

Zip Code
08401

Seller's Percentage of Ownership
100%

Total Consideration
\$150,000.00

Owner's Share of Consideration
\$ 150,000.00

Closing Date
3/29/2022

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 16 Apply to Residents and Nonresidents)

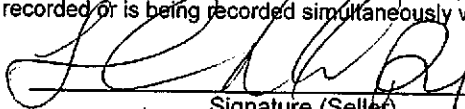
1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property 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.
8. ☐ Seller did not receive non-like kind property.
9. ☐ 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.
10. ☐ 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.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ 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.
13. ☐ 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.
14. ☐ The property transferred is a cemetery plot.
15. ☐ 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.
16. ☐ 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.
17. ☐ 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.

3/29/22

Date



Signature (Seller)

Elder Thomas Clinton Michael, Sr. President of The New Redeemed Pentecostal Temple of God in Christ

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact



INST # 2019041441
 RECD 08/20/2019 VOL 14652
 RCPT # 1492611 RECD BY RC (12 PGS)
 CDH \$1.00 RTF \$0.00
 EDWARD P. McGETTIGAN, COUNTY CLERK
 ATLANTIC COUNTY, NJ



Atlantic County Document Summary Sheet

ATLANTIC COUNTY CLERK
 5901 MAIN ST
 MAYS LANDING, NJ 08330

Return Name and Address

The Law Offices of Raymond N. Beebe
 2106 New road
 Linwood Commons, Suite F-4
 Linwood, NJ 08221

Official Use Only

Submitting Company		The Law Offices of Raymond N. Beebe			
Document Date (mm/dd/yyyy)		7/8/19			
Document Type		DEED			
No. of Pages of the Original Signed Document (Including the cover sheet)		12			
Consideration Amount (If applicable)		\$1.00			
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <small>(Last Name, First Name Middle Initial, Suffix) (or Company Name as written)</small>	Address (Optional)			
	The Fam Tr under the Pacifico Agnellini, Jr. a/k/a Pat Agnellini Rev Tr Agmt dtd 2/17/98, Pacifico Agnellini, III & Stephanie Kramer, Co-Trustees; Pacifico Agnellini, III, Indv.; Stephanie Kramer, Indv.; Jocelyn Agnellini Allison, Indv.				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <small>(Last Name, First Name Middle Initial, Suffix) (or Company Name as written)</small>	Address (Optional)			
	19 North MLK Boulevard Associates, LLC				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Atlantic City	290	2, 3, & 4		19 N. Dr. Martin Luther King, Jr. Blvd. Atlantic City, NJ
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

DO NOT REMOVE THIS PAGE

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared By:

RAYMOND N. BEEBE, ESQ.

DEED

This Deed is made on July 8, 2019.

BETWEEN

PACIFICO AGNELLINI, III and STEPHANIE KRAMER, CO-TRUSTEES OF FAMILY TRUST UNDER THE PACIFICO AGNELLINI, JR. A/K/A PAT AGNELLINI REVOCABLE TRUST AGREEMENT DATED FEBRUARY 17, 1998, PACIFICO AGNELLINI, III, INDIVIDUALLY, STEPHANIE KRAMER, INDIVIDUALLY, AND JOCELYN AGNELLINI ALLISON, INDIVIDUALLY,
[as to the entire Fifty (50%) Percent ownership interest owned by such trust]

whose address is: c/o Pacifico Agnellini, III, Co-Trustee,
18 S. 31st Avenue, Longport, NJ 08403

referred to as the Grantor.

AND

19 NORTH MLK BOULEVARD ASSOCIATES, LLC

whose address is: 18 S. 31st Avenue, Longport, NJ 08403

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 **One (\$1.00) Dollar.** The Grantor acknowledges receipt of this money.

Tax Map Reference. Municipality of **Atlantic City**
Block No. **290** Lot No. **2, 3 & 4**

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

Property. The property consists of the land and all the buildings and structures on the land in the **City of Atlantic City**

County of **Atlantic** and State of **New Jersey**. The legal description is:

BEING Lots 2, 3 & 4 in Block 290 as shown on the current tax map of the City of Atlantic City, County of Atlantic and State of New Jersey.

BEING COMMONLY KNOWN AS 19 N. Dr. Martin Luther King, Jr. Blvd, Atlantic City, New Jersey.

BEING the same land and premises which 19 N. Illinois Associates, L.L.C., a New Jersey limited liability company, conveyed to Pat S. Agnellini and the Estate of Eugene S. Beckman, Jr. by Deed dated August 28, 2006 and recorded on August 29, 2006 in the Atlantic County Clerk's Office in Deed Book 12418, Instrument No. 2006085858.

The said Pat S. Agnellini died on June 10, 2010 leaving a Last Will and Testament dated July 11, 2000, duly probated in the Atlantic County Surrogate's Office on July 14, 2010 whereby Pacifico Agnellini, III and Florence Agnellini were duly appointed as Co-Executors. Said Last Will and Testament includes a specific bequest of all real estate owned by the decedent to pass to the decedent's spouse, Florence Agnellini, if she is surviving, or if she is not surviving, then such bequest shall lapse and pass as part of the residue of the decedent's estate. Said Last Will and Testament further provides that the residue of the decedent's estate shall pass to the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998.

Florence Agnellini executed a Disclaimer on August 18, 2011 in order to disclaim the Fifty (50%) Percent ownership interest in the subject property which was owned by Pat S. Agnellini that she would otherwise receive (if not for such Disclaimer) as a result of the death of Pat S. Agnellini. Such Disclaimer was recorded in the Atlantic County Surrogate's Office on August 22, 2011 and it was also recorded in the Atlantic County Clerk's Office on August 23, 2011 in Deed Book #13327 as Instrument #2011048920.

The terms of the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998 provide that upon the death of Pacifico Agnellini, Jr. A/K/A Pat Agnellini, the trust principal, including the entire Fifty (50%) Percent share of the subject property owned by Pacifico Agnellini, Jr. A/K/A Pat Agnellini, shall be held in a separate trust named the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998.

The terms of the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998 provide that upon the last to die of Pacifico Agnellini, Jr. A/K/A Pat Agnellini or his wife, Florence Agnellini, the remaining principal of the Family Trust, including the entire Fifty (50%) Percent share of the subject property, shall be distributed to the children of Pacifico Agnellini, Jr. A/K/A Pat Agnellini A/K/A Pacifico S. Agnellini, Jr. A/K/A Pat S. Agnellini, Jr., Pacifico Agnellini, III, Stephanie Kramer and Jocelyn Agnellini Allison.

The said Florence Agnellini died on August 25, 2017 and the successor Co-Trustee of the Family Trust is Stephanie Kramer.

It is the desire of Pacifico Agnellini, III, Stephanie Kramer and Jocelyn Agnellini Allison, the named beneficiaries of the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998, to transfer the Fifty (50%) Percent ownership interest in the subject property held by the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998 to the limited liability company known as 19 North MLK Boulevard Associates, LLC. Accordingly, the purpose of the within Deed is to transfer the entire Fifty (50%) Percent ownership interest in the subject property held by the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998 to 19 North MLK Boulevard Associates, LLC, the Grantee of the within Deed.

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. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

Allison M. Iudica

Pacifico Agnellini, III
PACIFICO AGNELLINI, III,
Individually and as Co-Trustee of
the Family Trust Under the
Pacifico Agnellini, Jr. A/K/A Pat
Agnellini Revocable Trust
Agreement Dated February 17, 1998

STATE OF New Jersey :

: SS

COUNTY OF Atlantic :

I CERTIFY that on July 8, 2019, **PACIFICO AGNELLINI, III, Individually and as Co-Trustee of the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998**, personally came before me and acknowledged under oath, to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ **1.00** as the full and actual consideration paid or to be paid for the transfer of title.

Allison M. Iudica
ALLISON M. IUDICA
A Notary Public of New Jersey
My Commission Expires April 25, 2021

Witnessed or Attested by:

Allison M. Iudica

Stephanie Kramer
**STEPHANIE KRAMER, Individually and
as Co-Trustee of the Family Trust
Under the Pacifico Agnellini, Jr.
A/K/A Pat Agnellini Revocable
Trust Agreement Dated
February 17, 1998**

STATE OF New Jersey :

: ss

COUNTY OF Atlantic :

I CERTIFY that on July 8, 2019, **STEPHANIE KRAMER, Individually and as Co-Trustee of the Family Trust Under the Pacifico Agnellini, Jr. A/K/A Pat Agnellini Revocable Trust Agreement Dated February 17, 1998**, personally came before me and acknowledged under oath, to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ **1.00** as the full and actual consideration paid or to be paid for the transfer of title.

Allison M. Iudica

**ALLISON M. IUDICA
A Notary Public of New Jersey
My Commission Expires April 25, 2021**

Witnessed or Attested by:

Allison Iudica

JOCELYN AGNELLINI ALLISON

JOCELYN AGNELLINI ALLISON

STATE OF New Jersey:

: ss

COUNTY OF Atlantic :

I CERTIFY that on July 8, 2019, **JOCELYN AGNELLINI ALLISON**, personally came before me and acknowledged under oath, to my satisfaction that this person (or if more than one, each person):

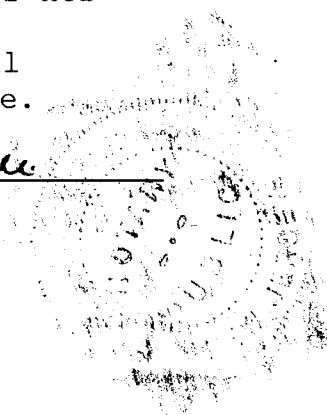
- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ **1.00** as the full and actual consideration paid or to be paid for the transfer of title.

Allison Iudica

RECORD AND RETURN TO:

Raymond N. Beebe, Esq.
2106 New Road, Suite F-4
Linwood, NJ 08221

ALLISON M. IUDICA
A Notary Public of New Jersey
My Commission Expires April 25, 2021





State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s) **THE FAMILY TRUST UNDER THE PACIFICO AGNELLINI, JR. A/K/A PAT AGNELLINI REVOCABLE TRUST AGREEMENT DATED FEBRUARY 17, 1998, PACIFICO AGNELLINI, III & STEPHANIE KRAMER. CO-TRUSTEE**

Current Street Address

18 S. 31st Avenue

City, Town, Post Office Box

Longport

State

NJ

Zip Code

08403

PROPERTY INFORMATION

Block(s)

290

Lot(s)

2, 3 & 4

Qualifier

Street Address

19 N. Dr. Martin Luther King, Jr. Blvd.

City, Town, Post Office Box

Atlantic City

State

NJ

Zip Code

08401

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

7/8/19

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

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

SELLER'S DECLARATION

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

7/8/19

Date

7/8/19

Date

Signature

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

Signature

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Stephanie Kramer, Individually

Current Street Address

3012 Pacific Avenue

City, Town, Post Office Box

Longport

State

NJ

Zip Code

08403

PROPERTY INFORMATION

Block(s)

290

Lot(s)

2, 3 & 4

Qualifier

Street Address

19 N. Dr. Martin Luther King, Jr. Blvd.

City, Town, Post Office Box

Atlantic City

State

NJ

Zip Code

08401

Seller's Percentage of Ownership

0%

Total Consideration

\$1.00

Owner's Share of Consideration

~~\$1,000~~ \$0.00

Closing Date

7/8/19

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

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

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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.

7/8/19
Date

Date

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

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Pacifico Agnellini, Individually

Current Street Address

18 S. 31st Avenue

City, Town, Post Office Box

Longport

State

NJ

Zip Code

08403

PROPERTY INFORMATION

Block(s)

290

Lot(s)

2, 3 & 4

Qualifier

Street Address

19 N. Dr. Martin Luther King, Jr. Blvd.

City, Town, Post Office Box

Atlantic City

State

NJ

Zip Code

08401

Seller's Percentage of Ownership

0%

Total Consideration

\$1.00

Owner's Share of Consideration

~~\$1.00~~ \$0.00

Closing Date

7/8/19

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

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

SELLER'S DECLARATION

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7/8/19

Date

7

Date

Signature

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

Signature

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Jocelyn Agnellini Allison, Individually

Current Street Address

103 S. 21st Avenue

City, Town, Post Office Box

Longport

State

NJ

Zip Code

08403

PROPERTY INFORMATION

Block(s)

290

Lot(s)

2, 3 & 4

Qualifier

Street Address

19 N. Dr. Martin Luther King, Jr. Blvd.

City, Town, Post Office Box

Atlantic City

State

NJ

Zip Code

08401

Seller's Percentage of Ownership

0%

Total Consideration

\$1.00

Owner's Share of Consideration

~~\$0.00~~ \$0.00

Closing Date

7/8/19

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

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
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SELLER'S DECLARATION

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7/8/19
Date

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

Date

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

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY

Atlantic

SS. County Municipal Code
0102

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Atlantic City

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Pacifico Agnellini, III, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Co-Trustee in a deed dated 7/8/2009 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 290 Lot number 2, 3, & 4 located at

19 N. Dr. Martin Luther King, Jr. Blvd., Atlantic City and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

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

\$ + % = \$

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

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(a) For a consideration of less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me
this 8 day of July, 2019

Signature of Deponent
18, S. 31st Avenue
Longport, NJ 08403

PACIFICO AGNELLINI, III, CO-TRUSTEE
OF THE FAMILY TR UNDER THE PACIFI
Grantor Name AGNELLINI A/K/A PAT
18 S. 31st Avenue
Longport, NJ 08403 AGNELLINI REV TR AGM
DTD 2/17/98

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

ALLISON M. IUDICA
A Notary Public of New Jersey
My Commission Expires April 25, 2021

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm



City of Atlantic City

Buffer Report

Highlighted feature(s)

Subject Property (4)

BLOCK	LOT	QUAL	Location	Owner	Street Address	City\State	ZipCode
289	1		1726 ARCTIC AVE	AMELIA ASSOCIATES % DAYS INN	3001 BOARDWALK	ATLANTIC CITY, NJ	08401
289	9		1714 ARCTIC AVE	THE NEW REDEEMED PENTECOSTAL TEMPLE	1714 ARCTIC AVE	ATLANTIC CITY, NJ	08401
289	12		ARCTIC AVE	CITY OF ATLANTIC CITY	BACHARACH BLVD	ATLANTIC CITY NJ	08401
289	14		1705-1717 ATLANTIC AVE	AMELIA ASSOCIATES	3000 BOARDWALK	ATLANTIC CITY, NJ	08401

§

List of adjoining feature(s) that intersect 200 foot buffer from Subject Property.

Adjacent Properties (68)

BLOCK	LOT	QUAL	Location	Owner	Street Address	City\State	ZipCode
155	1		1638 ATLANTIC AVE	1634 & 168 ATLANTIC AVE LLC	10 SCHALKS CROSSNG RD 161	PLAINSBORO NJ	08536
155	2		1634 ATLANTIC AVE	1634 & 168 ATLANTIC AVE LLC	10 SCHALKS CROSSNG RD 161	PLAINSBORO NJ	08536
155	3		1626 ATLANTIC AVE	AHMED, SALEH U	4 N SACRAMENTO AVE	VENTNOR, NJ	08406
156	1		1740 ATLANTIC AVE	CHELSEA ATLANTIC EQUITIES,LLC	1000 EASTON RD	WYNCOTE, PA	19095
156	2		1732 ATLANTIC AVE	CHELSEA ATLANTIC EQUITIES LLC	1000 EASTON RD	WYNCOTE, PA	19095
156	3		1728 ATLANTIC AVE	NUT LLC	1000 EASTON RD #105	WYNCOTE, PA	19095
156	4		1724 ATLANTIC AVE	1722 1724 ATLANTIC AVE LLC	100 ATLANTIC AVE	LYNBROOK, NY	11563
156	5		1722 ATLANTIC AVE	1722 1724 ATLANTIC AVE LLC	100 ATLANTIC AVE	LYNBROOK, NY	11563
156	6		1720 ATLANTIC AVE	RHA, RAPHAEL & MICHAEL RMR LLC	7 CRESTWOOD AVE	LINWOOD, NJ	08221
156	7		1718 ATLANTIC AVE	RHA, RAPHAEL & MICHAEL RMR LLC	7 CRESTWOOD AVE	LINWOOD, NJ	08221
156	8		1714 ATLANTIC AVE	ZUMOT, NAEL & DABABNEH, MOUSA	1714-1716 ATLANTIC AVE	ATLANTIC CITY, NJ	08401
156	9		1710 ATLANTIC AVE	CHELSEA PROPERTIES LLC	1000 EASTON RD #108	WYNCOTE, PA	19095

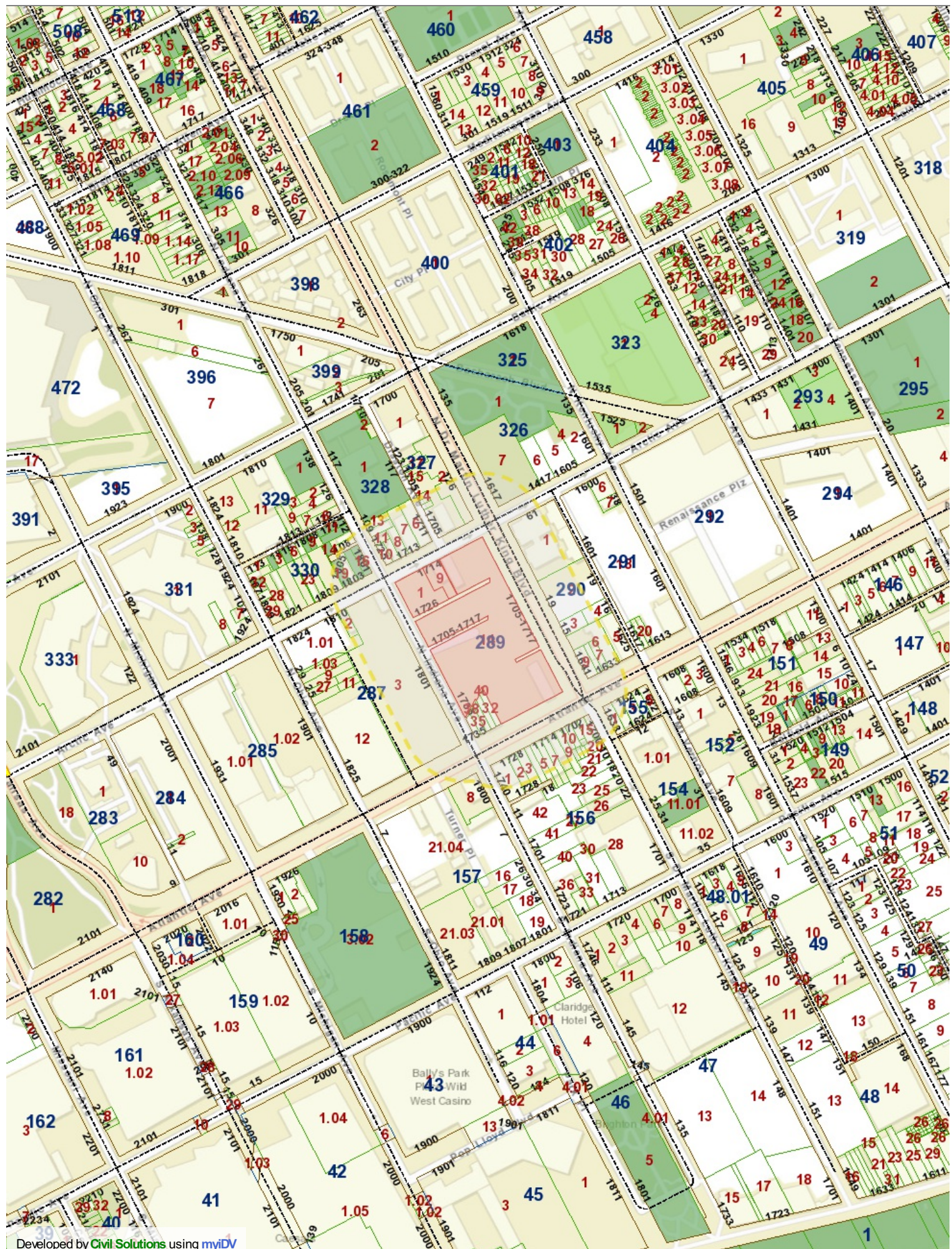
BLOCK	LOT	QUAL	Location	Owner	Street Address	City\State	ZipCode
156	10		1708 ATLANTIC AVE	JONUZI, DRITAN & SEFEDINI, BEKIM	42 POTTERS LN	MAYS LANDING, NJ	08330
156	11		1706 ATLANTIC AVE	CHAN, PETER AND LISA	310 W. OCEAN HEIGHTS AVE.	LINWOOD, NJ	08221
156	13		1704 ATLANTIC AVE	KALAM, ABDUL	105 S MAIN STREET	PLEASANTVILLE, NJ	08401
156	14		1704 ATLANTIC AVE RR	KALAM, ABDUL	105 S MAIN STREET	PLEASANTVILLE, NJ	08232
156	15		1702 ATLANTIC AVE	CRDA	15 S PENNSYLVANIA AVE	ATLANTIC CITY, NJ	08401
156	16		1700 ATLANTIC AVE	CRDA	15 S PENNSYLVANIA AVE	ATLANTIC CITY, NJ	08401
156	17		8 S DR MARTIN LUTHER RR 3	BOARDWALK PIERS 3 LLC	2050 CENTER AVE #400	FORT LEE, NJ	07024
156	18		8 S DR MARTIN LUTHER RR 2	BOARDWALK PIERS 3 LLC	2050 CENTER AVE #400	FORT LEE, NJ	07024
156	19		8 S DR MARTIN LUTHER RR 1	BOARDWALK PIERS 3 LLC	2050 CENTER AVE #400	FORT LEE, NJ	07024
156	20		8 S DR MARTIN LUTHER K	BOARDWALK PIERS 3 LLC	2050 CENTER AVE #400	FORT LEE, NJ	07024
157	8		1800 ATLANTIC AVE	1800 ATLANTIC LLC	2 EASTWICK DRIVE #200	GIBBSBORO, NJ	08026
287	1.01		1824 ARCTIC AVE	NJ TRANSIT CORP	ONE PENN PLAZA EAST	NEWARK, NJ	07105
287	2		1810 ARCTIC AVE	NURSE, CLARENCE BARRY	1810 ARCTIC AVE	ATLANTIC CITY, NJ	08401
287	3		1801 ATLANTIC AVE	ARCTIC REALTY CO. LLC	P.O.BOX 1517	VINELAND, NJ	08362
289	1		1726 ARCTIC AVE	AMELIA ASSOCIATES % DAYS INN	3001 BOARDWALK	ATLANTIC CITY, NJ	08401
289	9		1714 ARCTIC AVE	THE NEW REDEEMED PENTECOSTAL TEMPLE	1714 ARCTIC AVE	ATLANTIC CITY, NJ	08401
289	12		ARCTIC AVE	CITY OF ATLANTIC CITY	BACHARACH BLVD	ATLANTIC CITY N J	08401
289	14		1705-1717 ATLANTIC AVE	AMELIA ASSOCIATES	3000 BOARDWALK	ATLANTIC CITY, NJ	08401
289	32		1729 ATLANTIC AVE	1729 C & K LLC A NJ LLC	750 46TH ST	BROOKLYN NY	11220
289	33		1731 ATLANTIC AVE	JONUZI, DRITAN	42 PUTTERS LN	MAYS LANDING, NJ	08330
289	34		1733 ATLANTIC AVE	SULLTANA LLC	42 PUTTERS LN	MAYS LANDING, NJ	08330
289	35		1735 ATLANTIC AVE	JONUZI, MURTEZAN	416 S TULIP AVE	GALLOWAY, NJ	08205
289	36		1737 ATLANTIC AVE	FIRST SAI LLC	1737 ATLANTIC AVE	ATLANTIC CITY, NJ	08401
289	38		1735 ATLANTIC AVE REAR	JONUZI, MURTEZAN	1735 ATLANTIC AVE	ATLANTIC CITY, NJ	08401

BLOCK	LOT	QUAL	Location	Owner	Street Address	City\State	ZipCode
289	39		1733 ATLANTIC AVE REAR	SULLTANA LLC	42 PUTTERS LN	MAYS LANDING, NJ	08330
289	40		1729 ATLANTIC AVE RR	MEDIRATTA, ASHISH	135 HARRISON PL	EAST WINDSOR, NJ	08520
290	1		61 N DR MARTIN LUTHER K	SENCIT LIBERTY URBAN RENEWAL LLC	1 WASHINGTON MALL #500	BOSTON, MA	02108
290	2		19 N DR MARTIN LUTHER K	19 NORTH MLK BOULEVARD ASSOC LLC	18 S 31ST AVE	LONGPORT, NJ	08403
290	3		15 N DR MARTIN LUTHER K	19 NORTH MLK BOULEVARD ASSOC LLC	18 S 31ST AVE	LONGPORT, NJ	08403
290	4		16 N MT VERNON AVE	19 NORTH MLK BOULEVARD ASSOC LLC	18 S 31ST AVE	LONGPORT, NJ	08403
290	6		1633 ATLANTIC AVE	RAM KRISHNA, L.L.C.	1633 ATLANTIC AVE	ATLANTIC CITY, NJ	08401
290	7		1637 ATLANTIC AVE	1637 ATLANTIC AVE LLC	1637 ATLANTIC AVE	ATLANTIC CITY NJ	08401
290	8		1639 ATLANTIC AVE	RAJPUT, RIAZ & TAHIRA	209 SHIRES WAY	EGG HARBOR TWP, NJ	08234
290	9		1641 ATLANTIC AVE	HART, AUDREY	2305 KUEHNLE AVE	ATLANTIC CITY, NJ	08401
326	7		1617 ARCTIC AVE	ARCTIC AVE NJ LLC	153 OLD NEW YORK RD	PORT REPUBLIC, NJ	08241
327	2		126 N DR MARTIN LUTHER K	CITY OF ATLANTIC CITY	1301 BACHARACH BLVD	ATLANTIC CITY, NJ	08401
327	11		1705 ARCTIC AVE	ST AUGUSTINE EPISCOPAL CHURCH	1709 ARCTIC AVE	ATLANTIC CITY, NJ	08401
327	12		107 DISSTON AVE	ST AUGUSTINES EPISCOPAL CHURCH	1709 ARCTIC AVE	ATLANTIC CITY, NJ	08401
327	13		109 DISSTON AVE	ST AUGUSTINES EPISCOPAL CHURCH	1709 ARCTIC AVE	ATLANTIC CITY, NJ	08401
327	14		111 DISSTON AVE	ST AUGUSTINES EPISCOPAL CHURCH	1709 ARCTIC AVE	ATLANTIC CITY, NJ	08401
328	6		1711 ARCTIC AVE	SENCIT LIBERTY URBAN RENEWAL LLC	1 WASHINGTON MALL #500	BOSTON, MA	02108
328	7		1713 ARCTIC AVE	NEW JERUSALEM CHURCH INC	1717 ARCTIC AVE	ATLANTIC CITY, NJ	08401
328	8		1717 ARCTIC AVE	NEW JERUSALEM CHURCH INC	1717 ARCTIC AVE	ATLANTIC CITY, NJ	08401
328	9		1723 ARCTIC AVE	513 JERUSALEM CHURCH INC	57 PROVIDENCE RD	EGG HARBOR TWP, NJ	08234
328	10		1725 ARCTIC AVE	VARVERIS, MANUEL	3 OLD FARM COURT	GLENHEAD, NY	11545
328	11		107 N INDIANA AVE	NEW JERUSALEM CHURCH	1713 ARCTIC AVE	ALTANTIC CITY, NJ	08401
328	12		109 N INDIANA AVE	SARHAN, HISHAM S.	1215 OLD ZION RD	EGG HARBOR TWP, NJ	08234
328	13		111 N INDIANA AVE	NEWSOME, MARVA L	111 N INDIANA AVE	ATLANTIC CITY, NJ	08401
330	13		110 N INDIANA AVE	TIETJE, CRAIG & DONALD (TRUSTEE)	POB 1900	ATLANTIC CITY, NJ	08401

BLOCK	LOT	QUAL	Location	Owner	Street Address	City\State	ZipCode
330	15		108 N INDIANA AVE	GARFIELD INDIANA LLC	PO BOX 1900	ATLANTIC CITY, NJ	08404
330	16		1801 ARCTIC AVE	CITY OF ATLANTIC CITY	1301 BACHARACH BLVD	ATLANTIC CITY, NJ	08401
330	17		1803 ARCTIC AVE	CITY OF ATLANTIC CITY	1301 BACHARACH BLVD	ATLANTIC CITY, NJ	08401
330	18		1805 ARCTIC AVE	CANNADY, HENRY	145-83 223RD ST	ROSEDALE, NY	11413
330	19		1807 ARCTIC AVE	CITY OF ATLANTIC CITY	1301 BACHARACH BLVD	ATLANTIC CITY, NJ	08401
330	20		1809 ARCTIC AVE ALLEY	GINO SANTORI TRUSTEE	105 S IROQUOIS AVE	MARGATE, NJ	08402
330	21		1809 ARCTIC AVE	SANTORI GINO TRUSTEE	105 S IROQUOIS AVE	MARGATE, NJ	08402

City of Atlantic City - Map

Buffer Report



Developed by Civil Solutions using myiDV



**This is a list of utility companies that service the City of Atlantic City.
Please notify all entities listed at least ten (10) days in advance of the public hearing.**

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

Attn: Garth Moyle, Deputy Director – (609) 345-3315

P.O. Box 117 @

401 N. Virginia Avenue

Atlantic City, New Jersey 08404-0117

gmoyle@acmua.org

ATLANTIC CITY SEWERAGE COMPANY

Attn: Walter Miller – 609-345-0131

1200 Atlantic Avenue, Suite 300

Atlantic City, New Jersey 08401

bbruckler@acsewerage.com

ATLANTIC COUNTY UTILITIES AUTHORITY

P.O. Box 996

Pleasantville, New Jersey 08232-0996

ATLANTIC CITY ELECTRIC

Attn: Mr. Gregory Brubaker, PE

2542 Fire Road

Egg Harbor Township, New Jersey 08234

SOUTH JERSEY GAS COMPANY

Atlantic Division

Attn: Jim Brun – (609) 645-2690 ext. 6313

111 N. Franklin Boulevard

Pleasantville, New Jersey 08232-0996