

PREPARED BY:
McOMBER McOMBER & LUBER, P.C.
50 Lake Center Drive, Suite 400
Marlton, New Jersey 08053
(856) 985-9800

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made as of the last date of execution below (the “**Effective Date**”) by and between **PUFFSIE, LLC**, a New Jersey limited liability company with an address at 306 South Broad Street, Trenton, New Jersey 08608 (“**Puffsie**”) and **ATLANTIC 1520 LLC**, a New Jersey limited liability company with an address at 2360 Route 9, Suite 3, #251, Toms River, New Jersey 08755 (hereinafter referred to as the “**Grantor**,” and together with Puffsie, the “**Parties**”).

WHEREAS, the Grantor owns real property known as Lot 7 of Block 151, on the tax maps of the City of Atlantic City, also known as 1518-20 Atlantic Avenue, Atlantic City, New Jersey 08401 (the “**Property**”), and

WHEREAS, Puffsie has entered a Business Lease (“**Lease**”) with Raphael and Michael Rha for the lease of retail space located at 1536 Atlantic Avenue (Block 151, Lot 3), Atlantic City, New Jersey 08755 (the “**Leased Premises**”), and

WHEREAS, the Property contains an area denoted “**ACCESS TO KENTUCKY AVE**” on that certain Site Plan dated April 18, 2023, of Premium Dispensary at 1518-1520 Atlantic Avenue, Atlantic City, New Jersey 08401 (the “**Access Area**”); and

WHEREAS, Puffsie has requested the right to access the Access Area to transport waste and recycling bins for collection by waste removal service provider and to load/unload cannabis inventory and Grantor is willing to grant Puffsie access to the Access Area solely for the purposes set forth herein and for no other purpose, subject to the terms and conditions and this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as set forth below.

1. Recitals Incorporated. The recitals hereto are incorporated herein as if set forth at length.
2. Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

“**Environmental Laws**” shall mean all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental authority, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory

or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 41 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act (“ISRA”), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act (“SWMA”), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et. seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental authority.

“**Hazardous Materials**” shall mean (a) those substances included within the definition of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes” and “toxic pollutants,” as such terms are defined under the Environmental Laws or any definitions in any comparable state laws, (b) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA, or any regulations promulgated under CERCLA; (c) any “hazardous waste” as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (d) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (e) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (f) petroleum and petroleum products, including, without limitation, crude oil and any factions thereof, (g) natural gas, synthetic gas and any mixtures thereof, (h) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (i) polychlorinated biphenyl (“PCBs”) or PBC-containing materials or fluids, (j) radon, (k) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (l) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation.

3. Permission to Enter Upon the Access Area. Puffsie along with its agents, vendors, representatives, employees, contractors, and consultants (collectively, the “Entrants”) shall have the right to access the Access Area during the term of this Agreement to (a) wheel waste and/or recycling bins through the Access Area to Kentucky Avenue for collection by a designated waste removal service provider (“**Waste Removal Activities**”); and (b) load/unload cannabis inventory.

4. Term. This Agreement shall commence on the Effective Date and end on March 31, 2026 (the “**Term**”). Thereafter, this Agreement shall be automatically renewed and extended for consecutive one-year renewal terms (each, a “**Renewal Term**”), unless either party sends to the other party a notice of non-renewal at least ninety (90) days prior to the expiration of the Term or any then-current Renewal Term.

5. Performance.

(a) Entrants shall conduct all activities in the Access Area in a workmanlike manner. Entrants shall not cause any release, spill, leak, or discharge of any Hazardous Materials in the Access Area or cause any permanent damage to the Access Area. Entrants shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of their respective professions, as applicable, performing the kind of activities being performed hereunder and practicing in the same or similar locality during the same general period. While in the Access Area, Entrants shall take necessary precautions for the safety of their agents, representatives, employees, contractors, and consultants. All Entrants shall comply with all applicable Environmental Laws and other federal, state, county and local applicable statutes, laws, regulations, ordinances, rules, orders, permits or guidance documents in performing hereunder and shall comply with any directions of governmental agencies relating to safety, security, traffic or other like matters.

(b) On or before the fifth business day of each month during the Term or any Renewal Term under this Agreement, Puffsie shall pay the sum of Three Hundred Dollars (\$300.00) to Grantor at the Notice address listed in Paragraph 11 as consideration for the rights granted to Puffsie under this Agreement.

6. Hazardous Materials; Access Area Condition. In no event shall Entrants bring any hazardous, toxic or contaminated materials or substances into the Access Area, including, without limitation, any Hazardous Materials. Entrants shall restore the Access Area to as close to its condition existing at the time of the Effective Date as is possible, normal wear and tear excepted. Entrants shall be fully responsible for any and all damage to existing improvements, utilities, or communications systems in the Access Area caused as a result of the Waste Removal Activities. Provided, however, Puffsie shall not be liable or responsible for (i) any damage or costs caused by any of the Grantor’s Indemnitees (defined below), (ii) pre-existing conditions at the Access Area, or (iii) any punitive or consequential damages.

7. Removal of Property and Trash. At the end of the Agreement, Entrants, at their sole cost and expense, shall remove all of Entrants’ equipment, fixtures, objects, and trash from the Access Area. In the event that same is not removed at the termination of this Agreement after reasonable efforts are made to contact Puffsie, the same shall be deemed abandoned and the Grantor shall have the right to dispose of the same and charge Puffsie for the reasonable cost of disposing thereof.

8. The Grantor Not Liable. The Grantor shall not be liable, and Puffsie, and any individual or entity claiming through Puffsie, forever releases and discharges the Grantor, for any loss, damage or injury of any kind or character to any person, property or the Access Area to the extent arising from any access to the Access Area by Entrants or any act or omission by Entrants

related to or connected with access to the Access Area. The Grantor shall not be responsible for any loss or theft sustained by Entrants during Entrants' access to the Access Area. Puffsie shall indemnify, protect, defend and hold the Grantor and the Grantor's representatives, advisors, attorneys and employees (collectively, "**the Grantor's Indemnitees**") harmless from any and all claims, actions, third-party costs and expenses (including reasonably attorneys' fees), damages and liabilities (in each case, as and to the extent actually incurred) relating to any claims, damages, losses, liens, actions, causes of action, rights, demands, liabilities, physical damage or personal injury, which result from access to the Access Area, breach of this Agreement or any acts or omissions of Entrants in the Access Area in connection with this Agreement. Provided, however, the foregoing release and indemnity shall not apply to, and Puffsie shall not be liable or responsible for the gross negligence or willful misconduct of the Grantor or any of the Grantor's Indemnitees.

9. Insurance. Grantor shall, at all times while accessing the Access Area, maintain at its sole expense from a commercially reputable insurance company Commercial General Liability insurance no less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate covering bodily injury, death and property damage. All such insurance policies issued to Puffsie shall name the Grantor as an additional insured. Prior to its initial entry into the Access Area, Puffsie shall provide the Grantor with evidence of the foregoing required insurance—specifically policy declaration pages and accompanying policy endorsements identifying the Grantor as an additional insured.

10. Assignment. Puffsie shall not transfer or assign its rights or obligations under this Agreement without the express written consent of the Grantor except to an entity controlled by Puffsie. The Grantor, however, may freely assign its rights or obligations under this Agreement, but shall provide Puffsie with reasonable advance notice of such assignment.

11. Notices. All notifications made pursuant to this Agreement shall be served by UPS or Federal Express and shall be simultaneously sent via electronic mail:

Grantor:

Atlantic 1520 LLC
2360 Route 9, Suite 3, #251
Toms River, New Jersey 08755
Email:

with a copy to:

Brian J. Callaghan, Esquire
Brian J. Callaghan, LLC
101 North Washington Avenue, Suite 14
Margate, New Jersey 08402
Email: bjclaw@comcast.net

Puffsie:

Puffsie, LLC
306 South Broad Street
Trenton, New Jersey 08608
Email: brittanypolk@puffsie.com

Email: ernestcaldwell@puffsie.com

with a copy to:

William L. Carr, Esquire
McOmber McOmber & Luber, P.C.
50 Lake Center Drive, Suite 400
Marlton, New Jersey 08053
Email: wlc@njlegal.com

12. Waiver. No waiver by a Party of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. The consent or approval by a Party to or of any act by the other requiring consent or approval does not waive or render unnecessary the consent or approval to or of any subsequent similar acts.

13. Miscellaneous.

(a) This Agreement shall be construed under and in accordance with the laws of the State of New Jersey. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Atlantic County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby and to the laying of venue in such court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns. Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute this Agreement on behalf of such Party.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(d) The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Facsimile and electronic portable document format (PDF) signatures on this Agreement shall be binding, and copies of this Agreement containing the signature of both parties shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below:

GRANTOR:

ATLANTIC 1520 LLC

By: _____
Name: Max Kasin
Title: Member
Date: 3/29/24

PUFFSIE:

PUFFSIE, LLC

By: Ernest Caldwell
Name: Ernest Caldwell
Title: Managing Member
Date: 3/29/24