



365 RIFLE CAMP ROAD
WOODLAND PARK, NEW JERSEY 07424
973-247-9000
973-247-9199 (FAX)

1500 LAWRENCE AVENUE
CN7807
OCEAN, NEW JERSEY 07712
732-922-1000
732-922-6161 (FAX)

214 CARNEGIE CENTER
SUITE 112
PRINCETON, NEW JERSEY 08540
609-751-5551

140 GRAND STREET
SUITE 705
WHITEPLAINS, NEW YORK 10601
800-569-3886

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PENNSYLVANIA 18940
267-757-8792

www.ansellgrimm.com

RICHARD B. ANSELL †
PETER S. FALVO, JR.
JAMES G. AARON
PETER B. GRIMM
MITCHELL J. ANSELL
BRIAN E. ANSELL †
ALLISON ANSELL †
MICHAEL V. BENEDETTO
DAVID B. ZOLOTOROFE
DONNA L. MAUL
RICK BRODSKY
LAWRENCE H. SHAPIRO • (1)
ROBERT A. HONECKER, JR. (2) §
JENNIFER S. KRIMKO
FREDERICK C. RAFFETTO-
JOSHUA S. BAUCHNER •
DAVID J. BYRNE (1)
ANDREA B. WHITE ••
EDWARD J. AHEARN (1)

JASON S. KLEIN •
MELANIE J. SCROBLE
BARRY M. CAPP • Δ
DOUGLAS A. DAVIE •
MARK M. WIFCHNIK
ELYSA D. BERGENFELD
RICHARD B. LINDERMAN (1)
KEVIN M. CLARK
KRISTINE M. BERGMAN (1)
ROBERT I. AUFSEESER •
BREANNE M. DERAPS •
JESSICA T. ZOLOTOROFE
MICHAEL H. ANSELL •
TARA K. WALSH •
RAHOOL PATEL •
NICOLE D. MILLER (1)
ALFRED M. CASO
ANTHONY J. D'ARTIGLIO •

COUNSEL
HON. ANTHONY J. MELLACI, JR., J.S.C. (RET)
STACEY R. PATTERSON •
JAMES A. SYLVESTER
HON. RAYMOND A. HAYSER, J.T.C. (RET)
ROY W. HIBBERD • Δ
LISA GOLDWASSER •

RETIREE
DAVID K. ANSELL †
ROBERT I. ANSELL

IN MEMORIAM
LEON ANSEHELEWITZ (1929-1986)
MAX M. BARR (1929-1993)
MILTON M. ABRAMOFF (1935-2004)

LICENSED ALSO IN:
Δ D.C. • MASS. • N.Y. • WASH.
• PENN. • FLA. • CALIF.

† FELLOW, AMERICAN
ACADEMY OF MATRIMONIAL
LAWYERS

‡ CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
CIVIL TRIAL ATTORNEY

§ CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
CRIMINAL TRIAL ATTORNEY

• CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
MATRIMONIAL LAW ATTORNEY

Reply to: Woodland Park
Tel: 973.925.7341
Fax: 973.247.9199
Email: jb@ansellgrimm.com

November 27, 2019

Via Federal Express & E-mail

Judith M. Persichilli, R.N., B.S.N., M.A.
Office of the Commissioner
Department of Health
369 S. Warren Street
Trenton, New Jersey 08618
E-mail: dhss.surveys@doh.nj.gov; mmpquestions@doh.nj.gov

Re: Liberty Plant Sciences, LLC Request for Stay of Issuance and Processing of Permits to Operate Vertically Integrated Medical Marijuana Alternative Treatment Center Pending Appeal Pursuant to New Jersey Court Rule 2:9-7

Dear Acting Commissioner Persichilli:

This office represents applicant Liberty Plant Sciences, LLC (“LPS”) in connection with its application for a permit to operate a vertically integrated medicinal marijuana alternative treatment center (“ATC Permit”) submitted pursuant to the 2019 Request for Applications in the northern New Jersey region. Simultaneously with this request, LPS has filed a notice of appeal of the Department of Health’s (the “Department”) November 18, 2019 letter advising LPS’s application for an ATC Permit was disqualified from the permitting process for the northern region due to allegedly corrupt application materials (the “Letter”). A true and correct copy of the Letter is attached hereto as **Exhibit A**, and a true and correct copy of LPS’s November 26, 2019 Notice of Appeal is attached hereto as **Exhibit B**.

Pursuant to New Jersey Court Rule 2:9-7, application is hereby made to the Department for a stay of any further Department administrative agency processes with respect to the award of ATC Permits pending this appeal. As set forth below and in the expert report attached, it is now apparent that the basis of LPS's appeal – purportedly corrupted PDF documents submitted with its application – were not caused by LPS, but, rather through an error in Department's own application form. Moreover, it appears that a number of other applicants have also been disqualified on the same grounds relating to corrupt and/or inaccessible application materials. Removing a potentially large number of applicants from consideration because of the Department's own corrupt application form does not serve the interests of the medical marijuana patients of this State and is an illogical and arbitrary way to respond to an apparent widespread problem.

Taking the measure of providing notice to disqualified applicants immediately prior to announcing winners enhances the potential deprivation of due process rights. Based on the conclusion of the LPS expert report—that the Department's own form randomly and arbitrarily corrupted files through no fault of LPS—it stands to reason that the LPS application should have been evaluated and scored with other applicants. Because LPS was deprived of this opportunity, the evaluation and award process should be stayed as to all applicants until all improperly disqualified applicants' applications are evaluated and properly considered. However, if the Department elects to reject this request for a stay, and instead moves forward with awarding permits, such a move threatens the validity of the entire process because a large number of applicants will have been disqualified as a result of a random technological error caused by the State. Accordingly, a stay of any further Department administrative proceedings related to ATC Permits is required to preserve the *status quo* and ensure that the rights of all parties will be preserved pending the appeal process. Simply put, if the Appellate Division determines LPS is correct, the Department has an issue that needs to be addressed ***now for the benefit of all potential applicants and the patients of New Jersey***, rather than through the months and years of an administrative appeal. The Department should swiftly act to allow submission of files corrupted by the Department's forms where applicants can prove that such files have a timestamp that predates the submission date, and insert those applications that are otherwise complete back into the scoring process before the process is finalized and winners are announced. For the Department to ignore this issue and announce winners in the face of clear and obvious evidence that the cause for disqualification is the Department's own error would be arbitrary, capricious, and unreasonable.

A short stay of further administrative proceedings is also in the public interest as the stay will ensure the Department issues ATC Permits to only the most-qualified applicants after giving due consideration to all ATC Permit applicants. The issuance of a stay is further warranted under the factors for injunctive relief set forth in the New Jersey Supreme Court decision of *Crowe v. DeGioia*, 90 N.J. 126, 132–34 (1982). Under *Crowe*, a party seeking injunctive relief must demonstrate: (1) danger of immediate or irreparable harm if the request is not granted; (2) a clear likelihood of success on the merits; (3) the balancing of the relative hardships reveals that greater harm would occur if the stay is not granted than if it were; and (4) consideration of public interest militates in favor of the stay. *Id.*

Where, as here, an injunction is merely designed to preserve the *status quo*, courts and administrative agencies may take a less rigid view of the *Crowe* factors set forth above. *See Waste Management of New Jersey v. Morris County Municipal Utilities Authority*, 433 N.J. Super. 445, 453 (App. Div. 2013) (quoting *Waste Management of New Jersey, Inc. v. Union County Utilities Authority*, 399 N.J. Super. 508, 520 (App. Div. 2008)). Similarly, courts and administrative agencies also may more liberally issue injunctive relief under *Crowe* where the public interest is implicated. *Id.* at 454 (internal citations omitted) (stating that courts “may, and frequently do, go much farther both to give and withhold relief in furtherance of the public interest than they are accustomed to go when only private interests are involved”).

As set forth herein, LPS can clearly satisfy each of the four factors of the *Crowe* test. A stay of further Department administrative proceedings also will preserve the *status quo* pending LPS’s appeal and benefits the public interest, thus triggering the “less rigid” application of the *Crowe* factors. Accordingly, the Department’s issuance of a stay is plainly warranted on this record pending LPS’s appeal.

Regarding the first *Crowe* factor, LPS and numerous other applicants, as well as the intended permittees, are in danger of immediate and irreparable harm if the stay request is not granted. Specifically, the disqualification of numerous applicants such as LPS due to allegedly corrupted application materials resulting from the Department’s own online submission portal could result in the most-qualified applicants being arbitrarily and unlawfully denied consideration for ATC Permits through no fault, act, or omission of their own. Applicants like LPS who were disqualified due to the Department’s submission process will have no adequate and available remedy should the Department deny the stay request and proceed with further administrative action. At the same time, the intended permittees will be left in limbo with potentially unrecoverable economic losses while the Appellate Division assesses the validity of the permitting process and the disqualification of applicants relating to the submission of corrupted files. Excluding a potentially large number of applicants from the scoring process as a result of a technological issue that was created by the Department certainly threatens the results of the entire permitting process.

LPS also has a clear likelihood of success on the merits based on the facts here. In less than a week since the issuance of the Department’s Letter to LPS, LPS has already learned of between 8 to 15 other applicants who were similarly disqualified due to file corruption issues. Although anecdotal at this early stage, it appears that in almost every case, the required certificate of good standing (notably, a document timestamped and produced by the Division of Treasury) was a file that became corrupted upon submission. This fact strongly indicates that the Department’s form likely caused the corruption.

As further evidence of same, LPS already obtained two expert opinions stating that the files uploaded to the Department portal were not corrupt at the time of uploading. *See* Certification of Jason Bach in Support of Stay Request (“Bach Cert.”), attached hereto as **Exhibit C**, and Case Number: DF5294-1 Report prepared by D. Eno Forensics, P.L.L.C., dated November 26, 2019 (the “Report”), attached hereto as **Exhibit D**.

Both Mr. Bach and Ms. Eno conclude that the files uploaded to the Department's website were not corrupt at the time of uploading. As Mr. Bach explains in his Certification: "[LPS's allegedly corrupted files] open without error or warning messages on multiple computers running various Operating Systems. This indicates that the source files provided by our client, and subsequently attached to the Permit Application were not corrupted until the process of attaching them occurred." (Ex. C, Bach Cert. at ¶ 8). Mr. Bach further states: "it is my professional opinion that [LPS's allegedly corrupted files] were not corrupted until the process of attaching them to the Department's Permit Application. Therefore, the Department's Reviewers' inability to access the Inaccessible Files is due to no fault, action, or omission of the applicant LPS." (*Id.* at ¶ 11). Ms. Eno similarly states in the Report: "[t]he evidence conclusively shows that these files were NOT corrupt at the time of their submission to the State of New Jersey. The metadata of each file shows that the last modification to be no later than 08/22/2019. Therefore it can be concluded that the PDF files contained within this report, to be examined, have not been altered since August 2019." (Ex. D, Eno Report, p. 1). Accordingly, both Mr. Bach's conclusion and the Report strongly indicate that any file corruption and the inability of the Department's reviewers to access the files was due to no fault, action, or omission attributable to LPS.

It also is deeply troubling that the Department has failed to provide applicants any type of administrative review of this process. Instead, after waiting almost two months from the completeness review finished on September 25, 2019, the Department issued its final agency decisions on the eve of an announcement of winners and instructed disqualified applicants that they should file an appeal directly with the Appellate Divisions. LPS and other applicants were not provided an opportunity to submit materials proven to be uncorrupted, to offer an explanation for the purportedly corrupt files or to otherwise establish facts or provide law supporting a challenge to the Department's choice to disqualify LPS, in clear violation of LPS's due process rights under New Jersey law. The Department likewise has failed to develop a record or otherwise make findings of fact, one element of the Appellate Division's review on appeal from a State agency, prohibiting meaningful appellate review, and further strengthening LPS's likelihood of success on the merits.

Next, the balancing of the hardships weighs in favor of a stay in this case because the absence of a stay may well result in irreparable damages to LPS and similarly-situated applicants, as well as the intended permittees. It is clear that no harm will be occasioned by a short delay in the issuance of ATC Permits pending a review of this matter on appeal. Alternatively, if the ATC Permits are issued pending appeal, in the event that the Appellate Division throws out this arbitrary process or remands for rescoring or revising of the process, the future permittees may have expended considerable sums in obtaining zoning and planning approvals, acquiring property, exercising options, and engaging in other permitting and siting endeavors that ultimately will result in uncompensated economic loss, a hallmark of irreparable harm. Likewise, LPS may be subject to arguments that it has no remedy because the process already has proceeded. A balancing of the potential harm to be realized without a stay against the lack of harm by maintaining the *status quo* during a short appellate process militates in favor of a stay pending appeal. Respectfully, the Department has a chance now, with a stay, to reverse its final agency decision, exercise its considerable discretion to right this wrong, and ensure that all qualifying applicants are scored to

ensure that the best operators for New Jersey and its patients are selected, rather than just those applicants who by happenstance were lucky enough not to have the Department's form corrupt their files. Any other result flies in the face of logic, good governance and the interests of patients.

Regarding the fourth and final *Crowe* factor, a stay of any further Department proceedings related to ATC Permits is clearly in the public interest given that this important program, which serves the needs of numerous sick and suffering New Jersey citizens, will undoubtedly be impacted by the award of ATC Permits and further implementation of the program. Absent a stay, the public interest is harmed by the processing of those permits where Appellate review may reveal that a better or more appropriate process should have been utilized to obtain the best candidates to fulfill this important program. Public confidence in this program also may be undermined by a process that is not transparent, does not provide an opportunity for review and for which the record has been withheld from the remaining applicants. The public interest demands that a stay be entered to ensure that this does not happen.

Finally, on a balancing of the equities, maintenance of the *status quo* in this case benefits all parties while the appeal is pending. ***Again, the Department need not delay this process indefinitely, or even for a long period of time.*** It has an immediate remedy available to it: allow resubmission of materials corrupted by the Department form and/or submission process, and insert those applicants into the scoring pool. LPS provided copies of the allegedly corrupt files to the Department last week, and believes that every applicant impacted by this incident can provide the same within a short timeframe, so that the Department can continue the scoring and review process. This can be done immediately, with little or no delay to the selection of winners. By taking this measure, no permittees will necessarily expend effort or funds in furtherance of their permit during the pendency of Appellate review. None of the pending appellants will be harmed or run the risk of their appeal being rendered moot by the expenditure of funds by successful applicants. Moreover, the Department will avoid perhaps a dozen or more administrative appeals that will show that the technological submission issues stem from the Department's own forms. All parties' interests are preserved by the *status quo* and none are harmed by the *status quo*.

Because LPS can clearly satisfy each of the four *Crowe* factors as set forth above, and because a stay in this instance will merely preserve the *status quo* and also benefit the public interest, it is respectfully submitted that the Department must issue a stay of any further administrative action with respect to ATC Permits pursuant to New Jersey Court Rule 2:9-7. As the Department is undoubtedly aware, there have been numerous public statements from those in and around the Department, and in the press indicating that an award of permits is expected prior to the end of December, and last year, on a similar schedule, an announcement was made on December 17, 2018. For all the reasons set forth above, if the Department makes an award of licenses prior to resolving the issues described here, it does so at its own peril. The proverbial milk will have been spilled once the Department makes a public announcement, making the resolution of these issues hopelessly more complicated, time consuming, and, frankly, expensive for all parties involved, including the Department.

As a result, LPS respectfully requests that your office respond to this stay request no later than the earlier of (i) its planned date of announcement of permittees; or (ii) Monday,

Commissioner Persichilli
November 27, 2019
Page 6

December 2, 2019. If LPS does not receive a response to this stay request prior to such date it will be forced to treat such failure to respond as a denial of its request so that it may seek emergent relief from the Appellate Division.

If you have any questions, please feel free to contact me. Thank you for your attention to this matter.

Very truly yours,



Joshua S. Bauchner

JSB/cs
Enclosures

cc: Jeff Brown, Assistant Commissioner, Medical Marijuana (via Federal Express w/enclosure)

EXHIBIT A



State of New Jersey
DEPARTMENT OF HEALTH

PO BOX 360
TRENTON, N.J. 08625-0360

www.nj.gov/health

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

JUDITH M. PERSICILLI, RN, BSN, MA
Acting Commissioner

November 18, 2019

Patricia Mueller
Liberty Plant Sciences
30 Washington St, Ste B2
Haddonfield, NJ 08033

Dear Patricia Mueller:

The Department of Health (Department) received your application for a vertical endorsement on August 22, 2019 to operate an Alternative Treatment Center (ATC) pursuant to N.J.S.A. 24:6I-1 et seq.

On July 1, 2019, the Department of Health (Department) posted a Request for Applications (RFA) to operate up to twenty-four Alternative Treatment Centers (ATCs), with up to eight in each of the Northern and Central Regions, up to seven in the Southern Region, and one “at-large” for which the region would be determined at the time of award. The RFA was for up to fifteen dispensaries, five cultivation sites, and four Vertically Integrated ATCs (dispensing, cultivation and manufacturing).

Applications for a vertical endorsement were due to the Department no later than August 22, 2019 at 3:00 PM. Applicants had the choice of whether to submit the application online and only submit signed cover-sheets and checks in person, or to submit the whole application in paper form.

The Department received 196 applications. An initial completeness review of all 196 received applications was conducted by the Department and applications found to be complete were released to the Selection Committee beginning on September 25, 2018 for review and evaluation.

During the completeness review, the following application submitted was found to be incomplete:

Applicant Name: Liberty Plant Sciences dba Nuka, 1906

Application Control Number: 19-0136

Region: North

Specifically, the following mandatory document(s) were inaccessible by reviewers due to file corruption:

- Documentation of a valid Business Registration Certificate on file with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services.
- Evidence that the business entity is in good standing with the New Jersey Department of the Treasury.
- Written verification of the approval of the community or governing body of the municipality in which the alternative treatment center is or will be located.
- Evidence of compliance with local codes and ordinances, including but not limited to distances from schools.
- Evidence of ownership or lease of the proposed site(s) for the ATC.

Accordingly, the listed application was not released to the selection committee and has been disqualified for being non-responsive to one or more mandatory requirements. As stated in the RFA, failure to comply with the mandatory requirements for the application would result in disqualification from the selection process.

You have the right to appeal this decision to the Superior Court of New Jersey, Appellate Division, within 45 days of the date of this letter in accordance with the Rules Governing the Courts of the State of New Jersey. All appeals should be directed to:

Superior Court of New Jersey
Appellate Division
Attn: Court Clerk
PO Box 006
Trenton, NJ 08625

Pursuant to N.J.A.C. 8:64-6.5 and the terms of the RFA, your checks for \$18,000 will be destroyed. Thank you for the interest in operating an ATC.

Respectfully,



Judith Persichilli
Acting Commissioner

EXHIBIT B



New Jersey Judiciary
 Superior Court - Appellate Division
Notice of Appeal

TITLE IN FULL (AS CAPTIONED BELOW) IN THE MATTER OF THE APPLICATION OF MEDICINAL MARIJUANA ALTERNATIVE TREATMENT CENTER	ATTORNEY / LAW FIRM / PRO SE LITIGANT			
	NAME ANTHONY JOSEPH D'ARTIGLIO, Esq.			
	STREET ADDRESS 365 RIFLE CAMP RD			
	CITY WOODLAND PARK	STATE NJ	ZIP 07424	PHONE NUMBER 973-247-9000
	EMAIL ADDRESS AJD@ANSELLGRIMM.COM CAROLS@ANSELLGRIMM.COM (*)			

ON APPEAL FROM		
TRIAL COURT JUDGE	TRIAL COURT OR STATE AGENCY HEALTH	TRIAL COURT OR AGENCY NUMBER NO

Notice is hereby given that **LIBERTY PLANT SCIENCES** appeals to the Appellate Division from a Judgment or Order entered on _____ in the Civil Criminal or Family Part of the Superior Court Tax Court or from a State Agency decision entered on **11/18/2019**

If not appealing the entire judgment, order or agency decision, specify what parts or paragraphs are being appealed.

For criminal, quasi-criminal and juvenile actions only:
 Give a concise statement of the offense and the judgment including date entered and any sentence or disposition imposed:

This appeal is from a conviction post judgment motion post-conviction relief pre-trial detention
 If post-conviction relief, is it the 1st 2nd other _____ specify

Is defendant incarcerated? Yes No

Was bail granted or the sentence or disposition stayed? Yes No

If in custody, name the place of confinement:

Defendant was represented below by:
 Public Defender self private counsel _____ specify

Notice of appeal and attached case information statement have been served where applicable on the following:

	Name	Date of Service
Trial Court Judge		
Trial Court Division Manager		
Tax Court Administrator		
State Agency	HEALTH	11/26/2019
Attorney General or Attorney for other Governmental body pursuant to R. 2:5-1(a), (e) or (h)		11/26/2019

Other parties in this action:

Name and Designation	Attorney Name, Address and Telephone No.	Date of Service
STATE OF NEW JERSEY	MELISSA H RAKSA, Esq. ATTORNEY GENERAL LAW 25 MARKET ST PO BOX 112 TRENTON NJ 08625 609-984-3900 DOL.APPEALS@LAW.NJOAG.GOV (DOLAPPEALS@LPS.STATE.NJ.US,DOLAPPEALS@LPS.STATE.NJ.US)	11/26/2019

Attached transcript request form has been served where applicable on the following:

	Name	Date of Service
Transcript Office		
Clerk of the Tax Court		
State Agency		

Exempt from submitting the transcript request form due to the following:

- There is no verbatim record for this appeal.
- Transcript in possession of attorney or pro se litigant (four copies of the transcript must be submitted along with an electronic copy).

List the date(s) of the trial or hearing:

- Motion for abbreviation of transcript filed with the court or agency below. Attach copy.
- Motion for free transcript filed with the court below. Attach copy.

I certify that the foregoing statements are true to the best of my knowledge, information and belief. I also certify that, unless exempt, the filing fee required by *N.J.S.A. 22A:2* has been paid.

11/26/2019

Date

s/ ANTHONY JOSEPH D'ARTIGLIO, Esq.

Signature of Attorney or Pro Se Litigant

BAR ID #

117682014

EMAIL ADDRESS **AJD@ANSELLGRIMM.COM,CAROLS@ANSELLGRI
MM.COM**



New Jersey Judiciary
Superior Court - Appellate Division
Notice of Appeal

Additional appellants continued below

Additional respondents continued below

Additional parties continued below

Appellant's attorney email address continued below

PARTY NAME: LIBERTY PLANT SCIENCES ATTORNEY NAME: ANTHONY JOSEPH D'ARTIGLIO, Esq.
AJD@ANSELLGRIMM.COM
CAROLS@ANSELLGRIMM.COM
JB@ANSELLGRIMM.COM(ajd@ansellgrimm.com)

Respondent's attorney email address continued below

Additional Party's attorney email address continued below



New Jersey Judiciary
Superior Court - Appellate Division
Civil Case Information Statement

Please type or clearly print all information.

Title in Full IN THE MATTER OF THE APPLICATION OF MEDICINAL MARIJUANA ALTERNATIVE TREATMENT CENTER	Trial Court or Agency Docket Number NO
--	--

• Attach additional sheets as necessary for any information below.

Appellant's Attorney Email Address: **AJD@ANSELLGRIMM.COM**
CAROLS@ANSELLGRIMM.COM (*)

Plaintiff Defendant Other (Specify) **PETITIONER**

Name ANTHONY JOSEPH D'ARTIGLIO, Esq.		Client LIBERTY PLANT SCIENCES		
Street Address 365 RIFLE CAMP RD	City WOODLAND PARK	State NJ	Zip 07424	Telephone Number 973-247-9000

Respondent's Attorney Email Address: **DOL.APPEALS@LAW.NJOAG.GOV**
DOLAPPEALS@LPS.STATE.NJ.US

Plaintiff Defendant Other (Specify)

Name MELISSA H RAKSA, Esq.		Client STATE OF NEW JERSEY		
Street Address 25 MARKET ST PO BOX 112	City TRENTON	State NJ	Zip 08625	Telephone Number 609-984-3900

Give Date and Summary of Judgment, Order, or Decision Being Appealed and Attach a Copy:
The November 18, 2019 Decision by the New Jersey Department of Health disqualifying Liberty Plant Sciences ("LPS") from the July 1, 2019 Request for Applications for an Alternative Treatment Centers because certain mandatory documents were allegedly inaccessible to reviewers despite submission through the Department of Health's online portal.

Have all the issues as to all the parties in this action, before the trial court or agency, been disposed? (There may not be any claims against any party in the trial court or agency, either in this or a consolidated action, which have not been disposed. These claims may include counterclaims, cross-claims, third-party claims, and applications for counsel fees.) Yes No

If outstanding claims remain open, has the order been properly certified as final pursuant to R. 4:42-2? Yes No N/A

A) If the order has been properly certified, attach copies of the order and the complaint and any other relevant pleadings to the order being appealed. Attach a brief explanation as to why the order qualified for certification pursuant to R. 4:42-2.

B) If the order has not been certified or has been improperly certified, leave to appeal must be sought. (See R. 2:2-4; 2:5-6.) Please note that an improperly certified order is not binding on the Appellate Division.

If claims remain open and/or the order has not been properly certified, you may want to consider filing a motion for leave to appeal or submitting an explanation as to why you believe the matter

(*) truncated due to space limit. Please find full information in the additional pages of the form.

is final and appealable as of right.

Were any claims dismissed without prejudice?

Yes No

If so, explain and indicate any agreement between the parties concerning future disposition of those claims.

Is the validity of a statute, regulation, executive order, franchise or constitutional provision of this State being questioned? (*R. 2:5-1(g)*) Yes No

Give a Brief Statement of the Facts and Procedural History:

On July 1, 2019 the New Jersey Department of Health ("DOH") posted a Request for Applications ("RFA") for operation of new Alternative Treatment Centers ("ATCs"), including four Vertically Integrated ATCs. The DOH set a deadline for submitting applications in response to the RFA of August 22, 2019. The DOH encouraged prospective applicants to submit documents in PDF format through an online portal. On or prior to August 22, 2019, Liberty Plant Sciences ("LPS") submitted an application for a Vertically Integrated ATC utilizing the DOH's online portal. On November 18, 2019, the DOH issued a notice rejecting LPS' application alleging that certain of the documents from the online portal were inaccessible to reviewers. Therefore, LPS has been excluded from the RFA process despite submitting all required documents to the DOH in a timely fashion.

To the extent possible, list the proposed issues to be raised on the appeal as they will be described in appropriate point headings pursuant to *R. 2:5-2(a)(6)*. (Appellant or cross-appellant only.):

- 1. Whether the Department's decision to disqualify Liberty Plant Sciences ("LPS") from receiving an ATC permit in the July 2019 Request for Applications ("RFA") due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when there is absolutely no evidence that the allegedly corrupt application materials were, in fact, corrupt prior to being uploaded by LPS to the Department's online submission portal?**
- 2. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when it was the Department's own online submission portal and/or recipient computer system that corrupted said documents, and in no way was the file corruption due to any act or omission on the part of LPS?**
- 3. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department knew that numerous applicants' submitted applications evidenced a technological error that likely was due to the Department's own online submission portal, but failed to notify LPS of the apparent technological problem or present LPS with an opportunity to re-submit its allegedly corrupt application materials?**
- 4. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department knew that numerous applicants' applications evidenced a technological error, but failed to conduct any internal review process to verify whether the technological problem(s) were due to the Department's own online submission portal?**
- 5. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department failed to comply with N.J.A.C. 8.64-6.3 and "verify" the information contained in LPS' application by contacting LPS by phone, mail, e-mail, on-site visit, or face-to-face meeting in an effort to resolve the technological issue at hand?**
- 6. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department's online submission portal provided LPS with no opportunity to preview or review its final submission prior to, or upon, submission, making it impossible for LPS to verify the uploaded application materials' compatibility with the Department's online submission portal?**
- 7. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department's online submission portal accepted LPS' application in its entirety, without caveat, reinforcing LPS' belief that it had properly submitted its application materials to the**

(* truncated due to space limit. Please find full information in the additional pages of the form.

Revised: 04/02/2016, CN 10501 (Appellate Civil CIS)

Department?

8. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was arbitrary, capricious and unreasonable when the Department's online submission portal when several of the allegedly corrupt files submitted were created by the State of New Jersey, rather than by LPS, and were uploaded by LPS in the exact form produced by the State?

9. Whether the Department's decision to disqualify LPS from receiving an ATC permit in the July 2019 RFA due to allegedly corrupt electronically submitted application materials was not supported by substantial credible evidence in the record where the Department issued such decision without any internal review process to verify whether the technological problem(s) were due to the Department's own online submission portal and failed to present LPS with any evidence that the alleged corruption was due to an act or omission on the part of LPS?

If you are appealing from a judgment entered by a trial judge sitting without a jury or from an order of the trial court, complete the following:

- 1. Did the trial judge issue oral findings or an opinion? If so, on what date? _____ Yes No
- 2. Did the trial judge issue written findings or an opinion? If so, on what date? _____ Yes No
- 3. Will the trial judge be filing a statement or an opinion pursuant to R. 2:5-1(b)? Yes No Unknown

Caution: Before you indicate that there was neither findings nor an opinion, you should inquire of the trial judge to determine whether findings or an opinion was placed on the record out of counsel's presence or whether the judge will be filing a statement or opinion pursuant to R. 2:5-1(b).

Date of Your Inquiry:

1. Is there any appeal now pending or about to be brought before this court which:

- (A) Arises from substantially the same case or controversy as this appeal? Yes No
- (B) Involves an issue that is substantially the same, similar or related to an issue in this appeal? Yes No

If the answer to the question above is Yes, state:

Case Title	Trial Court Docket#	Party Name
	A-001272-19	Tetra Grow

2. Was there any prior appeal involving this case or controversy? Yes No

If the answer to question above is Yes, state:

Case Name and Type (direct, 1st PCR, other, etc.)	Appellate Division Docket Number
IN THE MATTER OF APPLICATION OF MEDICINAL MARIJUANA ALTERNATIVE TREATMENT CENTER	A-001272-19

Civil appeals are screened for submission to the Civil Appeals Settlement Program (CASP) to determine their potential for settlement or, in the alternative, a simplification of the issues and any other matters that may aid in the disposition or handling of the appeal. Please consider these when responding to the following question. A negative response will not necessarily rule out the scheduling of a preargument conference.

State whether you think this case may benefit from a CASP conference. Yes No

Explain your answer:

Liberty Plant Sciences believes the rejection of the application results from merely a technical error from the Department of Health, thus a settlement conference could resolve the outstanding dispute.

Whether or not an opinion is approved for publication in the official court report books, the Judiciary posts all Appellate Division opinions on the Internet.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

(*) truncated due to space limit. Please find full information in the additional pages of the form.

LIBERTY PLANT SCIENCES

Name of Appellant or Respondent

11/26/2019

Date

117682014

Bar #

ANTHONY JOSEPH D'ARTIGLIO, Esq.

Name of Counsel of Record
(or your name if not represented by counsel)

**s/ ANTHONY JOSEPH D'ARTIGLIO,
Esq.**

Signature of Counsel of Record
(or your signature if not represented by counsel)

**AJD@ANSELLGRIMM.COM,CAROLS@ANSELLGRI
MM.COM**

Email Address



New Jersey Judiciary
Superior Court - Appellate Division
CIVIL Case Information Statement

Additional appellants continued below

Additional respondents continued below

Additional parties continued below

Appellant's attorney email address continued below

PARTY NAME: LIBERTY PLANT SCIENCES ATTORNEY NAME: ANTHONY JOSEPH D'ARTIGLIO, Esq.
AJD@ANSELLGRIMM.COM
CAROLS@ANSELLGRIMM.COM
JB@ANSELLGRIMM.COM(ajd@ansellgrimm.com)

Respondent's attorney email address continued below

Additional Party's attorney email address continued below

EXHIBIT C

**CERTIFICATION OF JASON BACH IN SUPPORT OF LIBERTY PLANT SCIENCES,
LLC'S REQUEST FOR STAY OF ADMINISTRATIVE PROCEEDINGS PURSUANT
TO NEW JERSEY COURT RULE 2:9-7**

I, Jason Bach, of full age, hereby certify as follows:

1. I am the Director of Information Technology ("IT") for Vicenete Sederberg, LLP ("VS"), a law firm specializing in the practice of cannabis law. My background includes a Master of Science in Information Technology and over twenty (20) years of professional experience in the IT industry.

2. As the Director of IT at VS, I am familiar with the New Jersey Department of Health's ("Department") procedures and processes for accepting medicinal marijuana permit and license applications, including applications for vertically integrated alternative treatment center permits.

3. I am in receipt of the November 18, 2019 letter (the "Letter") from the Department disqualifying LPS as an applicant (Application Control Number 19-0136) in the July 1, 2019 Request for Applications ("RFA") to operate a vertically integrated Alternative Treatment ("ATC") pursuant to N.J.S.A. 24:6I-1 et seq.

4. The Letter alleges that LPS was disqualified because the following mandatory application material(s) were inaccessible by reviewers due to file corruption:

- Liberty Plant Sciences LLC Dispensary Site Control.pdf
- Liberty Plant Sciences LLC Org Documents.pdf
- Liberty Plant Sciences LLC Local Approval.pdf
- Liberty Plant Sciences LLC NJ Registration (9).pdf
- Liberty Plant Sciences LLC Certificate of Good Standing.pdf

(collectively, the "Inaccessible Files").

5. The purpose of this Certification is to provide an evaluation and analysis of the submission process and file integrity of the permit application and specifically the Inaccessible

Files submitted by the applicant Liberty Plant Sciences, LLC ("LPS") for a vertically integrated alternative treatment center permit.

6. By way of background, on July 29, 2018, the Permit Application titled "DMM-01A.pdf" was downloaded from the Department's website by LPS to be used for submitting the required information. The process outlined by the State of New Jersey dictates that the required information must be attached as other PDF files to their Permit Application PDF via custom designed form fields embedded in their file. Per the properties of the file, it appears the file was created on 7/28/2018 using an outdated version of Adobe InDesign CS6, which was released 7 years ago on April 23rd, 2012.

7. The original source PDF files for the Inaccessible Files that were obtained from the client were verified by both parties as functional files that opened without errors in Adobe Acrobat DC version 19. At least two of these files were produced by the State and were not altered by the applicant. There were 45 total PDF files attached to the Permit Application. Of those 45 files, 5 of them appear to have become corrupted via the required attachment inside of the state's mandated Permit Application file. This was not discovered until the permit was rejected by the Department by way of the Letter, with no other communications warning our client that there were 5 corrupt files attached inside the Permit application PDF.

8. The Inaccessible Files open without error or warning messages on multiple computers running various Operating Systems using Adobe Acrobat DC and other PDF application readers. This indicates that the source files provided by our client, and subsequently attached to the Permit Application were not corrupted until the process of attaching them occurred. Additionally, the process of attaching these 5 PDF files disclosed no error messages to the client,

in the act of attaching nor subsequent opening of the Permit Application PDF. We have tested these files thoroughly to confirm this behavior.

9. In my preliminary research, there have been a few reported incidents in the IT community of Adobe PDF file corruption and other software bugs when a PDF is created and exported using Adobe InDesign (and not Acrobat DC), particularly an outdated version of InDesign such that it appears the State of New Jersey used to create this file. InDesign CS6 is 17 versions behind the current version of InDesign CC 2020 15.0. Adobe began End of Life (EOL) for Adobe CS6 on approximately February 28th 2015, meaning that no further software patches for security or improvements would be released after that date. Further, the software requirements for CS6 state that only Windows XP, Windows 7, and Mac OS X 10.8 (or less) are fully supported – all of which have also reached End of Life support by their respective developers. In the IT community it is often best practice to use modern software with latest software updates installed for file creation so that the files are compatible across as many Operating System platforms and Application versions as possible. Often software bugs such as PDF corruption are not always consistent and vary depending on many variables such as Operating System version, Application version, Web Browser versions, and how files are shared, and thus will not always have consistent results.

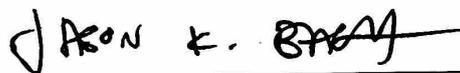
10. I have been informed that the State of New Jersey has historically had problems with their PDF submission forms. They originally released form "DM-01A" in mid-July, and uploaded an updated one due to errors found later in the month.

11. In light of the above, and based on information and belief, it is my professional opinion that the Inaccessible Files were not corrupted until the process of attaching them to the

Department's Permit Application. Therefore, the Department's Reviewers' inability to access the Inaccessible Files is due to no fault, action, or omission of the applicant LPS.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 26, 2019

Handwritten signature of Jason K. Bach in black ink, written over a horizontal line.

Jason Bach, Director of IT
Vicente Sederberg, LLP

EXHIBIT D



D.Eno Forensics P.L.L.C.

IT CONSULTING

Client:

Ansell Grimm & Aaron, P.C.

ATTN: Joshua Bauchner

365 Rifle Camp Road
Woodland Park, NJ 07424

Case Number:

DF5294-1

Date:

11/26/19

Prepared By:

D.Eno Forensics, P.L.L.C.
1052 Cherry Orchard Loop
Hamilton, Montana 59840
1-855-558-3366

Examiner

Donna Eno, CCNA

TABLE OF CONTENTS

Case Summary

Case Information.....	LINK
File Overview	LINK
Evidence List.....	LINK

Bookmarks

DF5294-1-PDF_Files	LINK
DF5294-1-PDF_MetaData	LINK
DF5294-1-SupplementaryFiles	LINK

File Properties

EvidenceArtifacts	LINK
-------------------------	----------------------

SUMMARY

The files presented for inspection were PDF files. These files were not found to be corrupt. These files originated from several different authors, operating systems and file formats before being converted into PDF files. In each file, the XMP Meta-data was exactly the same as well as all other XM qualities that Adobe uses to re-construct files for user after saving and before opening. Basically Adobe PDF files are Portable Document Files designed in such a way that ALL programming data that would be required to open, view and print a file are contained within the file. Because of this type of design, PDF files are both robust and delicate. Robust in that the file maintains ALL programming to view etc. regardless of what computer, webpage, printer etc. is being used to view the file but also delicate in that one 'error' during transmission (if the file is being sent over the internet via email etc.) can render the whole file corrupt and unable to be viewed and/or accessed at all. The individual bookmark references below each contain explanations for each evidence artifact as it pertains to this investigation. All files were first downloaded into a zip file which was then forensically imaged and processed as recorded by the Description File which may be viewed here: [DF5294-1-Description File](#). The actual dates of creation for each PDF file will be found in the following bookmark reference: DF5294-1-PDF_MetaData listed below. The evidence conclusively shows that these files were NOT corrupt at the time of their submission to the State of New Jersey. The metadata of each file shows that the last modification to be no later than 08/22/2019. Therefore it can be concluded that the PDF files contained within this report, to be examined, have not been altered since August 2019.

DF5294-1 Case Summary

11/25/2019

Time zone for display: America/New_York

DF5294-1 Case Information

11/25/2019

Time zone for display: America/New_York

Version AccessData Forensic Toolkit Version: 7.0.0.163

Case Owner deeno

Case Name DF5294-1

Case Reference DF5294-1

Case Description Please refer to Description File

Description File



[DF5294-1.ad1.txt](#)

DF5294-1.ad1.txt

Report Created 11/25/2019 4:58:47 PM

Agency/Company Ansell Grimm & Aaron, P.C.

ATTN Joshua Bauchner

Address 365 Rifle Camp Road

City, ST, ZIP Woodland Park, NJ 07424

Phone

Email

Investigator's Name Donna Eno, CCNA / D.Eno Forensics P.L.L.C.

File Overview

11/25/2019

Evidence Groups

Ungrouped: 29

File Items

Evidence Items: 1

Checked Items: 0

Unchecked Items: 29

File Category

Archives: 1

Databases: 0

Documents: 11

Email: 0

Executable: 0

Folders: 1

Graphics: 14

Internet/Chat Files: 0

Mobile Phone: 0

Multimedia: 0

OS/File System Files: 0

Other Encryption Files: 0

Other Known Types: 1

Presentations: 0

Slack/Free Space: 0

Spreadsheets: 0

Unknown Types: 1

User Types: 0

File Status

Bad Extensions: 0
Data Carved Files: 21
Decrypted Files: 0
Deleted Files: 0
Duplicate Items: 0
Email Attachments: 0
Email Related Items (From Email): 0
Encrypted Files: 0
Flagged Ignore: 0
Flagged Privileged: 0
From Recycle Bin: 0
KFF Alert Files: 0
KFF Ignorable: 0
OCR Graphics: 0
OLE Subitems: 0
Project VIC Matches: 0
User-Decrypted Files: 0

Labels

EvidenceArtifacts: 10

Email Status

Email Attachments: 0
Email Related Items (From Email): 0
Email Reply: 0
Forwarded Email: 0

Evidence List

11/25/2019

Display Name: DF5294-1.ad1

Evidence Path: G:\DF5294-1-IMG\FTK5\FTK Image\IMAGE_COPY\DF5294-1.ad1

ID Number/Name: DF5294-1

Evidence Type: Archive

Description: Refer to Description File

Time Zone: America/New_York

All Bookmarks

11/25/2019

Time zone for display: America/New_York

Bookmark: DF5294-1-PDF_Files

11/25/2019

Comments: The files contained within this bookmark reference are those files that were given to be examined. Please note that the dates modified only reflect the date that this file was received from the client via email. All files were downloaded into a zip file which was then forensically imaged and processed. The actual dates of creation for each PDF file will be found in the following bookmark reference: DF5294-1-PDF_MetaData listed below.

File Count: 5

Files

File Comments

Item Number	1004
Name	Liberty Plant Sciences LLC Certificate of Good Standing.pdf
Author	
Label	EvidenceArtifacts
File Type	Adobe Acrobat
Path	DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Certificate of Good Standing.pdf
Physical Size	n/a
Logical Size	95534 B
Created Date	n/a
Accessed Date	n/a
Modified Date	11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash	a68615e2cada162466e551c193a3dbfb
SHA1 Hash	e5168e80ad1a66055b73235c42b808ce9e13aa21
Deleted	False
Exported as	Report_Files/files/Liberty Plant Sciences LLC Certificate of Good Standing.pdf

File Comments

Item Number	1005
Name	Liberty Plant Sciences LLC Dispensary Site Control.pdf
Author	
Label	EvidenceArtifacts
File Type	Adobe Acrobat
Path	DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Dispensary Site Control.pdf
Physical Size	n/a
Logical Size	799489 B
Created Date	n/a
Accessed Date	n/a
Modified Date	11/25/2019 9:57:04 AM (2019-11-25 14:57:04 UTC)
MD5 Hash	f714c98fb7814963d83de688a5499fef
SHA1 Hash	fa9464c8cb5f3a2586e456ec195daac6cf7e6670
Deleted	False
Exported as	Report_Files/files/Liberty Plant Sciences LLC Dispensary Site Control.pdf

File Comments

Item Number 1006
Name Liberty Plant Sciences LLC NJ Registration (9).pdf
Author Tucker
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC NJ Registration (9).pdf
Physical Size n/a
Logical Size 662579 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash dca176875bd34c3472baf955e68a6339
SHA1 Hash 96d4c33b92b9337ef8cf393f3be7d616c96d28ad
Deleted False
Exported as [Report_Files/files/Liberty Plant Sciences LLC NJ Registration \(9\).pdf](#)

File Comments

Item Number 1007
Name Liberty Plant Sciences LLC_Local Approval.pdf
Author
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Approval.pdf
Physical Size n/a
Logical Size 1216643 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash 5c3956f981fe6dfabd4e396f162b07d2
SHA1 Hash facb74f3982c5ce7a8e6ce71eaba5003530a6432
Deleted False
Exported as [Report_Files/files/Liberty Plant Sciences LLC_Local Approval.pdf](#)

File Comments

Item Number 1008
Name Liberty Plant Sciences LLC_Local Codes.pdf
Author
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Codes.pdf
Physical Size n/a
Logical Size 4325068 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash a006e18da3fbf1257fff3b0fc3644100
SHA1 Hash 6751247d97a484aded9d900472b0ea24c071c1cb
Deleted False
Exported as [Report_Files/files/Liberty Plant Sciences LLC_Local Codes.pdf](#)

Bookmark: DF5294-1-PDF_MetaData

11/25/2019

Comments: The files contained within this bookmark reference are manually data-carved data from the PDF files. This data has been data-carved from data contained within each PDF file. The filename references the ITEM Number assigned to the Parent PDF file to which this data selection belongs. This meta-data contains dates of creation, modification, authorship (if provided) and varying program instructions that allow these files to be viewed. Please note that the XMP version in ALL of these files is EXACTLY the same. This is important to alleviate any known issues between versions and/or compatibility of underlying software. This software is: "Adobe XMP Core 5.6-c016 91.163616, 2018/10/29-16:58:49 "

File Count: 5

Files

File Comments Item #1005 is listed above as PDF File: Liberty Plant Sciences LLC Dispensary Site Control.pdf. This then is the extracted meta-data contained within the PDF file. It also contains the various 'programming' types, versions etc., which allow this file to be viewed. This file was created using Microsoft Word then converted into a PDF file.

Item Number 3002
Name ITEM#1005_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Dispensary Site Control.pdf»ITEM#1005_CARVE

Physical Size

Logical Size 3550 B

Created Date

Accessed Date

Modified Date

MD5 Hash

SHA1 Hash

Deleted

Exported as



[Report_Files/files/ITEM_1005_CARVE.rtf](#)

ITEM_1005_CARVE.rtf

File Comments Item #1006 is listed above as PDF File: Liberty Plant Sciences LLC NJ Registration (9).pdf This then is the extracted meta-data contained within the PDF file. It also contains the various 'programming' types, versions etc., which allow this file to be viewed. This file was created using: Acrobat PDFMaker 18 for Word then later produced (converted to PDF and/or 'published') using Acrobat Distiller 18.0 (Windows). This Acrobat Distiller is the software 'engine' inside of Windows Word that is used to create PDF files. This file was created on a Microsoft Windows OS. The 'author' is listed as 'Tucker' which is the username in use during the time of this document creation.

Item Number 3003
Name ITEM#1006_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC NJ Registration (9).pdf»ITEM#1006_CARVE

Physical Size

Logical Size 3564 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted
Exported as



[Report_Files/files/ITEM_1006_CARVE.rtf](#) ITEM_1006_CARVE.rtf

File Comments Item #1007 is listed above as PDF File: Liberty Plant Sciences LLC_Local Approval.pdf This then is the extracted meta-data contained within the PDF file. It also contains the various 'programming' types, versions etc., which allow this file to be viewed. This file was created on a MAC OS using "Word" then converted to PDF utilizing Mac OS X 10.12.6 Quartz PDFContext. The interesting point about this evidence artifact is the following is: there appears to be a reference to another document: Microsoft Word - Q14 draft.docx. Although interesting, this would not cause a PDF file to be corrupt or become corrupt.

Item Number 3004
Name ITEM#1007_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Approval.pdf»ITEM#1007_CARVE

Physical Size
Logical Size 3621 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted
Exported as



[Report_Files/files/ITEM_1007_CARVE.rtf](#) ITEM_1007_CARVE.rtf

File Comments Item #1008 is listed above as PDF File: Liberty Plant Sciences LLC_Local Codes.pdf This then is the extracted meta-data contained within the PDF file. It also contains the various 'programming' types, versions etc., which allow this file to be viewed. This file was created on a MAC OS using "Word" then converted to PDF utilizing Mac OS X 10.12.6 Quartz PDFContext. The interesting point about this evidence artifact is the following is: there appears to be a reference to another document: Microsoft Word - Q14 draft.docx. Although interesting, this would not cause a PDF file to be corrupt or become corrupt

Item Number 3005
Name ITEM#1008_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Codes.pdf»ITEM#1008_CARVE

Physical Size
Logical Size 3428 B

Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted
Exported as


[Report_Files/files/ITEM_1008_CARVE.rtf](#) ITEM_1008_CARVE.rtf

File Comments

Item #1004_CARVE2 is listed above as PDF File: Liberty Plant Sciences LLC Certificate of Good Standing.pdf This then is the extracted meta-data contained within the PDF file. It also contains the various 'programming' types, versions etc., which allow this file to be viewed. This file was created using iTextSharp 5.0.5 which is an Open Source software for the use in creating PDF files. This particular version is old, the current version is 7. The format shows "application/pdf" which indicates that this was generated by code versus pulling a word document then converting it to a PDF. Open Source software is good; however, it is known to be used by nefarious actors for the purpose of embedding rogue code such as malware and viruses inside of the software for which it is being used. It is however, free. This file appears to be created, not by the client but by the State of New Jersey.

Item Number
Name
Author
Label
File Type
Path

3006
ITEM#1004_CARVE2
EvidenceArtifacts
Microsoft RTF
DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK
Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Certificate of Good
Standing.pdf»ITEM#1004_CARVE2

Physical Size
Logical Size
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted
Exported as

3204 B


[Report_Files/files/ITEM_1004_CARVE2.rtf](#) ITEM_1004_CARVE2.rtf

Bookmark: DF5294-1-SupplementaryFiles

11/25/2019

Comments: The files attached to this bookmark are Supplementary Files obtained during the course of this investigation for the purpose of adding definition and/or explanation to the files examined and this investigation overall.

File Count: 3

Supplementary Files

Name: [DF5294-1-AdobeVersionChart.jpg](#)

Name: [DF5294-1-PDF_Breakdown.pdf](#)

Name: [DF5294-1-XMP_MetaData.pdf](#)

The above files are for the purpose of showing additional information regarding the PDF files in question and Adobe as a whole. DF5294-1-AdobeVersionChart.jpg is a file showing the various Adobe versions 1.6 and 1.7 which was used in the creation of these PDF files. Please note that both of these Adobe version support XML formats. ALL files in question require compatibility for XML in order to be viewed. Since there is one file from the State of New Jersey contained within the PDF files to be examined, it can be concluded that the State of New Jersey supports PDF files utilizing XML. The file: DF5294-1-PDF_Breakdown.pdf shows the actual form a PDF file must have in order to be properly formed for viewing etc. ALL PDF files examined contain this format. DF5294-1-XMP_MetaData.pdf discusses the XMP version that is found in ALL PDF files in question.

CONCLUSION

The files in question appear to be complete, intact and are not corrupted neither do they contain any malware, viruses etc. even though one PDF file was created using potentially harmful software (iText and this file was created by the State of New Jersey). The evidence conclusively shows that these files were NOT corrupt at the time of their submission to the State of New Jersey. The metadata of each file shows that the last modification to be no later than 08/22/2019. Therefore it can be concluded that the PDF files contained within this report, to be examined, have not been altered since August 2019.

There are numerous ways a file being transmitted over the internet can become corrupt. PDF files are especially susceptible due to their being a compressed file. All the 'pieces/parts' needed to view, print etc. a PDF file are contained within the file, however, they are contained in a compressed manner so that if any portion of the file, at a binary level, becomes corrupt, the whole file is corrupt and cannot be viewed, printed, etc. Possible causes of files becoming corrupt being sent over the internet are numerous and can be as simple as an electronic fail anywhere along the wire to potential cyber-attacks. But PDF files are robust in that they cannot be easily changed after creation, they maintain their format and are readily viewed across all type of operating systems, web-browsers etc. Therefore they are used and quite popular.

File Properties

11/25/2019

Time zone for display: America/New_York

File Properties

Category: EvidenceArtifacts

11/25/2019

Item Number

1004

Name

Liberty Plant Sciences LLC Certificate of Good Standing.pdf

Author

Label

EvidenceArtifacts

File Type

Adobe Acrobat

Path

DF5294-1.ad1\FTK Image:K:\DF5294-1-IMG\FTK7\FTK
Image\fwlpsapplicationmaterials.zip»Liberty Plant Sciences LLC Certificate of Good
Standing.pdf

Physical Size

n/a

Logical Size 95534 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash a68615e2cada162466e551c193a3dbfb
SHA1 Hash e5168e80ad1a66055b73235c42b808ce9e13aa21
Deleted False

Item Number **1005**
Name Liberty Plant Sciences LLC Dispensary Site Control.pdf
Author
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image\fwlpsapplicationmaterials.zip»Liberty Plant Sciences LLC Dispensary Site Control.pdf

Physical Size n/a
Logical Size 799489 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:04 AM (2019-11-25 14:57:04 UTC)
MD5 Hash f714c98fb7814963d83de688a5499fef
SHA1 Hash fa9464c8cb5f3a2586e456ec195daac6cf7e6670
Deleted False

Item Number **1006**
Name Liberty Plant Sciences LLC NJ Registration (9).pdf
Author Tucker
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image\fwlpsapplicationmaterials.zip»Liberty Plant Sciences LLC NJ Registration (9).pdf

Physical Size n/a
Logical Size 662579 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash dca176875bd34c3472baf955e68a6339
SHA1 Hash 96d4c33b92b9337ef8cf393f3be7d616c96d28ad
Deleted False

Item Number **1007**
Name Liberty Plant Sciences LLC_Local Approval.pdf
Author
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image\fwlpsapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Approval.pdf

Physical Size n/a
Logical Size 1216643 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)

MD5 Hash 5c3956f981fe6dfabd4e396f162b07d2
SHA1 Hash facb74f3982c5ce7a8e6ce71eaba5003530a6432
Deleted False

Item Number **1008**
Name Liberty Plant Sciences LLC_Local Codes.pdf
Author
Label EvidenceArtifacts
File Type Adobe Acrobat
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Codes.pdf
Physical Size n/a
Logical Size 4325068 B
Created Date n/a
Accessed Date n/a
Modified Date 11/25/2019 9:57:06 AM (2019-11-25 14:57:06 UTC)
MD5 Hash a006e18da3fbf1257fff3b0fc3644100
SHA1 Hash 6751247d97a484aded9d900472b0ea24c071c1cb
Deleted False

Item Number **3002**
Name ITEM#1005_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Dispensary Site Control.pdf»ITEM#1005_CARVE
Physical Size
Logical Size 3550 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted

Item Number **3003**
Name ITEM#1006_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC NJ Registration (9).pdf»ITEM#1006_CARVE
Physical Size
Logical Size 3564 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted

Item Number 3004
Name ITEM#1007_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Approval.pdf»ITEM#1007_CARVE

Physical Size
Logical Size 3621 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted

Item Number 3005
Name ITEM#1008_CARVE
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC_Local Codes.pdf»ITEM#1008_CARVE

Physical Size
Logical Size 3428 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted

Item Number 3006
Name ITEM#1004_CARVE2
Author
Label EvidenceArtifacts
File Type Microsoft RTF
Path DF5294-1.ad1/FTK Image:K:\DF5294-1-IMG\FTK7\FTK Image/fwlpapplicationmaterials.zip»Liberty Plant Sciences LLC Certificate of Good Standing.pdf»ITEM#1004_CARVE2

Physical Size
Logical Size 3204 B
Created Date
Accessed Date
Modified Date
MD5 Hash
SHA1 Hash
Deleted

Signature and Statement

Pursuant to the following:

Federal Rules of Evidence: Article 7, Opinions & Expert Testimony, Section 702:

I, Donna Eno hereby attest that I have satisfied the requirements towards Expert Testimony and/or Opinion with regard to the following D.Eno Forensics P.L.L.C. case: DF5294-1 evidenced by the attached CV. Therefore the above written statements and report are true and correct with a reasonable degree of certainty as a forensic information technology expert and to the best of my knowledge.

FURTHER AFFIANT SAYETH NOT.

A handwritten signature in blue ink, appearing to be 'D. Eno', written over a horizontal line.

cv attached:



SUMMARY

IT person with 20+ years education and experience in the field. More recently owner of D.Eno Forensics, P.L.L.C. and working as QA Engineer then earlier, at AccessData leveraging the previous 20 years of IT education and experience to provide expert IT analysis to Computer Forensic investigative work. Experience includes over 300 cases, written opinions, depositions and court testimony.

EXPERIENCE

D.Eno Forensics (Feb 2011 – Current)

Owner of D.Eno Forensics company. Utilizing all previous experience and education to provide the most comprehensive and accurate electronic forensic services to clientele.

AccessData (June 2011 – July 2012)

Quality Assurance Engineer – Responsibilities include testing end-to-end software created by AccessData; primarily Forensic ToolKit (FTK) for usability, functionality and integration. Worked with design and implementation of CIRT forensic product.

Computer Forensics Associates / ADR Data Recovery (March 2008 – Feb 2011)

Computer Forensics Associates – Responsibilities included Forensic acquisition, investigation and analysis using FTK and Encase software. No cases completed by Computer Forensics Associates have ever been dismissed in a court of law due to mishandling of evidence or forensic procedures. Investigated over 300 cases, written opinions, court testimony and depositions. ADR Data Recovery – Successfully recovered/rebuilt all types of databases. Recovered data from damaged and/or non-working hard drives occasionally writing specific code for rebuild and mass data insertion.

QUANTIX, INC. (January 2005 - July 2007)

Deployed, Implemented and Administered Quantix database software over Enterprise networks.

Developed procedures and software tools to assist customers with Quantix administration using various resources such as: Microsoft Office, Transact SQL, Unix and FoxPro. This included writing software using SQL, FoxPro and UNIX.

MICRON TECHNOLOGY, INC. (October 2000 - February 2003)

Telecommunications Engineer administering and maintaining the phone network. Also worked as back up technical adviser for the paging system. Project manager for installation of communications for new research and development expansion facilities (a five-story lab building).

Paging System - Performed administrative maintenance on main paging switch. Also negotiated contracts with vendors for third tier repair work. Developed software database to track warranty and repair work for pagers. *This software database saved Micron approx.. \$300,000.00 annually.*

FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY (January 1997 - October 2000)

Designed and Built Computer Enterprise Networks & Data Command Centers at federally declared disaster sites. Also prepared reports, procedures and documentation for supervisory staff, governmental staff including state officials, senators, commissioners and community leaders. Also worked with other in-agency departments to produce, inventories of equipment and preparing purchase orders to replace computer supplies and equipment as necessary. Managed network team. Responsible for design and upgrade the Deployable Network Kits for the ROC (Regional Operations Center).

LEGAL: (not exhaustive)

Depositions &/or Court Appearances: *(Declared Legal Expert – Computer Forensics & Analysis)*

- *State of Wisconsin, Winnebago Cty Circuit Court, Case No. 2017CV000801 BriMark Builders, LLC vs. Richard W. Davenport (06/05/2019)*
- *US District Court , Northern District of New York, Case No. 1:2017cr00231 (NAM) (05/20/2018)*
- *State of Oregon, Clatsop County Circuit Court, Case No. 17CR84078 (02/13/2018)*
- *State of Colorado, Arapahoe County, District Court, Case No. 2015CV030893 (06/27/2016)*
- *State of Missouri, Jackson County Circuit Court, Case No. 1416-CV22894 Div No. 18 (01/14/2016)*
- *State of Oklahoma, Cleveland County District Court, Case No. FP-2012-571 (12/30/2015)*
- *State of Hawaii, Justin Britt ETAL vs Trilogy Corporation ETAL Case No. 2CC13-1-000085 (03/08/2015)*
- *State of Colorado, Denver District Court, Case No. 2014cv31356 (05/28/2014)*
- *State of California, Superior Court, County of San Diego, Case No. 37-2013-00038388-CU-OE-CTL (04/29/2014)*
- *State of Georgia, Gwinnet County Superior Court, Case No. 11-A-08306-9 (03/17/2014)*
- *State of Missouri , Green County Circuit Court, Case No. 1231-CV07240, (10/28/2013)*
- *State of Pennsylvania, Court of Common Pleas, Montgomery County Pennsylvania, Case No. 2010-14072 , 06/22/2010 (2010)*
- *US District Court District of Utah, Civil NO. 2:07-cv-037TC-DN (11/22/2010)*

Sworn Statements/Declarations & Affidavits :

- *Australia, New South Wales, District Court, Case No. 2012/387801 (11/27/2017)*
- *Australia, New South Wales, Commonwealth Law Courts Case No. PAC5674/2015 (07/13/2017)*
- *State of Washington, King County Superior Court No. 07-2-35994-0SEA (2010)*
- *US District Court District of Utah, Civil NO. 2:07-cv-037 TC-DN (2010)*

Written Opinions :

- *Superior Court of New Jersey, Morris County, Uhrman vs Township of Mount Olive, NJ DOCKET NO.; MRS-L-613-11 and DOCKET NO": MRS-1"2127-,1.1 8/18/2018*
- *Superior Court of California, County of Alameda, Glimmerglass Networks, Inc vs Calient Networks Inc. 08/30/2010*
- *Superior Court of Washington, County of King, Louise M park vs. Brian L. Park No. 10-3-07507-4 KNT 12/22/2010*
- *US District Court, District of Colorado AKEEM ABDUALLAH MAKEEN vs COMCAST OF COLORADO X, LLC, Civil Action No. 09-cv-02595-WYD-MEH*
- *Commonwealth of Pennsylvania, County of Delaware Case# 10-0735, Jefferson 01/13/11*
- *Commonwealth of Pennsylvania, County of Delaware Case# 10-1218, Diodoro 01/13/11*

ADDITIONAL INFORMATION

MEMBERSHIPS / AFFILIATIONS

HTCIA High Technology Crime Investigator Association www.htcia.org

EDUCATION & PROFESSIONAL DEVELOPMENT

Formal Education:

Christ for the Nations Institute, Dallas, TX Major: Theology
Minor: Music

160 Semester Credit Hours in the following:

CERTIFICATIONS / Education: MCNA, MCSE, MCDDBA
CNA, CNE, CCNA, ACE

TeleCommunications Courses

Course # BTC443M Definity ProLogix Solutions, Systems Admin. Training Course # BTC461M

Definity Administrator Knowledge Tool

Lucent Tech. EXPERT Systems Training AVAYA ECLIPS (Enterprise Class IP Solutions) AVAYA Learning More About Vectoring

Helping those who need Digital Forensic Services.

We Gather, We Preserve, We Analyze, evidence from a digital device in a way that is suitable for presentation in a court of law.

Donna Eno, CCNA

1-855-558-3366

www.denoforensics.com

deeno@denoforensics.com



Donna Eno, CCNA	
Member Since: May 25, 2010	 HTCIA HIGH TECHNOLOGY CRIME INVESTIGATION ASSOCIATION
Level: Member	
Membership	
Expires: Never	

Case DF5294-1 CONFIDENTIAL

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

LIBERTY PLANT SCIENCES LLC
0450261607

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 18, 2018.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*SETH R. TIPTON, ESQUIRE
235 BROUBALOW WAY
PHILLIPSBURG, NJ 08865*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
21st day of August, 2019*

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6100018557

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

94 RIVER STREET

RETAIL LEASE

This LEASE ("Lease"), dated as of August 8th, 2019 ("Effective Date"), is made by and between NUKA PROPERTIES LLC, a Colorado limited liability company ("Landlord"), and LIBERTY PLANT SCIENCES LLC, a New Jersey limited liability company, with an address of 94 River Street, Hoboken, New Jersey 07030 ("Tenant"). Landlord and Tenant are also sometimes referred to herein, collectively, as the "Parties," or individually as a "Party".

1. Demise.

1.1 Demise/Premises. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises known as of 94 River Street, Hoboken, New Jersey 07030 (the "Premises"), which Premises are within the property located at of 94 River Street, Hoboken, New Jersey 07030 (the "Building"). The Premises are shown in cross-hatching on the site plan attached hereto as Exhibit A.

1.2 Floor Area. As used in this Lease, "Floor Area" means all areas designated by the Landlord for the exclusive use of the Tenant, as measured from the exterior surface of exterior walls and from the center of interior demising walls, and includes restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas and break rooms. Landlord and Tenant agree for all purposes hereunder that the Floor Area of the Premises is deemed to be 8,665 square feet. Landlord represents and warrants that the total floor area of the retail portion of the Building, by using the same method of calculating floor area that is used for the Premises, is approximately 8,665 square feet.

1.3 Tenant's Share. "Tenant's Share" shall equal approximately One Hundred (100%) percent, which fraction equals the Floor Area of the Premises divided by the total floor area of the retail portion of the Building. Notwithstanding anything to the contrary herein, if at any time during the Term the Floor Area of the Premises and/or floor area of the Building increases or decreases due to an actual physical change in the Premises and/or the Building, and not due to the use of a different method of calculating floor area, Tenant's Share shall be recalculated to equal the actual floor area of the Premises divided by the actual total floor area of the Building.

1.4 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (defined below).

2. Term.

2.1 Lease Term. The Term of this Lease shall be the 15-year period that commences on the Commencement Date and expires on the Expiration Date.

2.2 Commencement Date. The "Commencement Date" shall be the later of (i) the date on which Landlord notifies Tenant that the Premises are in Deliverable Condition. "Deliverable Condition" means that date on which the Landlord delivers a space to the Tenant in accordance with the plans and specifications attached as Exhibit F ("Landlord's Work") or (ii) the date on which the Tenant receives licensure pursuant to the New Jersey Compassionate Use Medical Marijuana Act, New Jersey Revised Statutes, Title 24: Food and Drugs, Section 24:6I-1 *et seq*

2.3 Rent Commencement Date. The "Rent Commencement Date" shall be the date that a certificate of occupancy is issued for the Premises, but in no event later than 3 months from the Commencement Date.

2.4 Lease Year. The initial "Lease Year" shall be the period that commences on the Rent Commencement Date and that ends on the first anniversary of the Rent Commencement Date. Thereafter, each Lease Year shall be a period of twelve calendar months that commences on the anniversary of the Rent Commencement Date and that ends on the day immediately preceding the next anniversary of the Rent Commencement Date.

2.5 Expiration Date. The "Expiration Date" shall be the last day of the calendar month in which the 15th anniversary of the Rent Commencement Date occurs. Landlord and Tenant shall each execute a memorandum, in form and substance reasonably acceptable to both Parties, confirming the Commencement Date, Rent Commencement Date and the Expiration Date once the same are known.

2.6 Extension Option. Provided there has been no Event of Default under the terms of this Lease, Tenant shall have two options, exercisable upon no less 12 months written notice to the Land from the end of the Term to extend the Term for up to two additional five year extensions on the terms of this Lease. Once exercised, each five-year extension term shall be part of the "Term" for purposes of this Lease.

2.7 Tenant Improvement Allowance. Landlord shall provide Tenant with up to NO DOLLARS (\$0.00) (the "Tenant Improvement Allowance"), to be payable by Landlord to Tenant's contractor upon receipt of from Tenant of an approved invoice for lien-free construction. All costs for work and furniture, fixtures and equipment under this Section 2.7 in excess of the Tenant Improvement Allowance shall be payable by Tenant. All work done by Landlord shall be done in a first rate and good and workmanlike manner and in compliance with the plans and specifications for the Landlord's Work. To the extent that construction is completed and there remains a balance of the Tenant Improvement Allowance, Tenant may direct the use of the Tenant Improvement Allowance for furniture, fixtures and equipment. All furniture, fixture and equipment purchased by the Landlord with the Tenant Improvement Allowance shall remain the property of the Landlord in the event of expiration or earlier termination of this Lease.

3. Rent.

Tenant hereby agrees to pay Fixed Rent and Additional Rent (collectively referred to herein as "Rent") for the right of use and occupancy of the Premises during the Term, beginning on the Rent Commencement Date. The Fixed Rent shall increase by 2.0% every year of the Term (including extension terms).

3.1 Fixed Rent.

(a) Commencing on the Rent Commencement Date until the Expiration Date, Tenant shall pay Fixed Rent according to the Rent Schedule set forth as Schedule 1.

(b) All Fixed Rent shall be payable in monthly installments in advance, on the first day of each calendar month included within the term of this Lease. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

3.2 Intentionally omitted.

3.3 Tax Payments.

(a) Commencing on the Rent Commencement Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord Tenant's Share of the Real Estate Taxes attributed by Landlord to the retail portion of the Building. As used herein, the term "Real Estate Taxes" shall mean any form of tax or assessment, general, special, ordinary or extraordinary, quasi-governmental charges of every kind and nature (including special services district taxes, sewer, fire district assessments) and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Building by any Authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, water, sewer, sanitary, fire, street, drainage, business improvement or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Premises or any portion thereof, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises. Such Real Estate Taxes shall also include Landlord's reasonable cost and expenses in obtaining a refund, reduction or deferral of such taxes. Business taxes imposed on Landlord, such as gross receipts tax, business franchise tax, business privilege tax, and/or net worth-based tax which shall be payable by Landlord shall be included in Tenant's Share of Real Estate Taxes.

(b) Tenant shall make payments with respect to Real Estate Taxes monthly in advance at the same time as the payment of the Fixed Rent. The monthly Real Estate Taxes payment shall be in an amount reasonably estimated by Landlord. When the actual amount of the Real Estate Taxes for the Building for each Lease Year is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Real Estate Taxes for that Lease Year. Tenant shall pay any additional monies due within 10 days after landlord notifies Tenant of a deficiency.

3.4 Operating Expense Payments.

(a) Commencing on the Rent Commencement Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord Tenant's Share of the Operating Expenses incurred in the operation of the Building for each Lease Year. "Operating Expenses" means all costs and expenses necessary to own, operate and maintain all retail areas of the Building as determined by Landlord, including, but not limited to, utilities (including, without limitation, electric, gas, water, and sewer), insurance (including, without limitation, Landlord's insurance costs for fire and casualty, loss of rents, and liability insurance of the Building), and costs otherwise payable by Landlord pursuant to any Permitted Exceptions (as defined in Section 19.3) repairs, replacement costs (due to ordinary or extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, cost of all personnel, including property management fees, to implement such services. Operating Expenses do not include maintenance of structural elements including foundations, walls, roof, and roof coverings of buildings in the Building, which shall be maintained at Landlord's expense. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete or exhaustive list of all possible Operating Expenses.

(b) Tenant shall make payments with respect to Operating Expenses monthly in advance at the same time as the payment of the Fixed Rent. The monthly Operating Expenses payment shall be in an amount reasonably estimated by Landlord. When the actual amount of the Operating Expenses for the Building for a Lease Year is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Operating

Expenses for that Lease Year. Tenant shall pay any additional monies due within 10 days after Landlord notifies Tenant of a deficiency.

3.5 Utilities. Tenant shall directly contract for the provision of, and starting when Landlord delivers the Premises to Tenant, shall pay (before delinquency) for, all water, gas (if available), heat, light, power, telephone, telecommunications, internet and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate governmental authorities to provide such services to the Premises. If any utility services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered.

3.6 Additional Rent. "Additional Rent" shall mean and be deemed to include all sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including, without limitation, payments with respect to Real Estate Taxes, payments with respect to Operating Expenses, late fees, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

3.7 Late Payment Fees. Tenant covenants and agrees to pay to Landlord a late payment fee for any installment of Rent that Tenant fails to pay when due in an amount equal to the greater of \$25.00 or 5% of such installment. In addition, all Rent and other payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of [8%] per annum.

4. Condition of the Premises.

4.1 No Representations. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation and air conditioning (HVAC) systems, electrical and fire sprinkler systems and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions or other matters of record relating to the Tenant, the Premises or the use thereof (collectively, "Laws"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises, other than as expressly set forth in this Lease; and (g) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties as to what items, if any, the prior occupant of the Premises is required to or may leave therein, other than as expressly set forth in this Lease.

4.2 Tenant's Work. Tenant shall accept the Premises when it is in Deliverable Condition. All finish work, including installation of trade fixtures and furnishings required to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "Tenant's

Work." All of Tenant's Work shall be completed by Tenant at its expense and in accordance with the Work Letter. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, "Alterations", (which shall include painting, decorating, changing the architectural treatments, fixtures, décor, or appearance of any part of the Premises, penetration through any roof, floor or exterior wall), signs, colors, materials, and lighting for the Premises) (which approval shall not be unreasonably withheld), shall deposit with Landlord certificates of insurance as required by this Lease, and shall comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within 15 days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises. Tenant agrees to file for permits required for the Tenant's Work within five days of such final Landlord approval of Tenant's plans, and to diligently pursue such permits. Landlord shall cooperate with Tenant in Tenant's pursuit of such permits.

4.3 Tenant's Signs. Before opening its store, Tenant shall install a sign above the front entrance to the Premises. Tenant's signage shall at all times be consistent with the signage design criteria for the Building as the same may be amended from time to time, including the manner and method of attachment of the signage to the building. Landlord agrees to allow Tenant to install and maintain the maximum signage permitted under applicable Laws. All signs must comply with all Laws, including, but not limited to, any applicable municipal requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

4.4 Mechanic's Liens. Tenant shall pay promptly when due all charges for labor and materials in connection with any work done on the Premises by or for Tenant or anyone claiming under Tenant. Tenant shall remove, within 10 days after notice of lien from Landlord, all mechanic's, materialman's, laborer's, or construction liens for any of Tenant's Work, any remodel or alterations, or any other work performed or materials supplied by or on behalf of Tenant for the Premises at any time during the Term ("Liens"), which Liens have been placed against Landlord's interest or the Building resulting from any act of Tenant or on Tenant's behalf or anyone claiming under Tenant. In the event Tenant fails to remove such Liens as provided herein, Landlord may remove such Liens and collect all expenses incurred from Tenant as Additional Rent.

5. Use.

5.1 Permitted Use. Tenant shall, when the Building is open, continuously use and operate all of the Premises for the lawful, proper and legitimate medical and, only if and to the extent legalized, adult use, marijuana distribution, including on site consumption and marijuana related products and to the extent permitted by the State of New Jersey and in strict compliance with the New Jersey Compassionate Use Medical Marijuana Act, New Jersey Revised Statutes, Title 24: Food and Drugs, Section 24:6I-1 *et seq* and future amendments and legislation and associated regulation of marijuana related business.

5.2 Prohibited Uses.

- (a) Tenant shall not use or permit the use of the Premises in a manner:
 - (i) that violates any Permitted Exception;
 - (ii) that violates any of the exclusive rights described on Exhibit D;

- (iii) that is unlawful (except marijuana use under federal law);
- (iv) that emits any objectionable odors, sounds or vibrations or allows any pests, insects or vermin;
- (v) that creates damage, waste, or a nuisance; or
- (vi) that overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire, bankruptcy, going out of business, or similar sale on the Premises without Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit such sales.

5.3 Tenant Operation. Subject to force majeure events Tenant shall use commercially reasonable efforts to complete Tenant's Work and open for business to the public for the Permitted Use not later than the Rent Commencement Date. Tenant shall not occupy the Premises until the municipality has issued a certificate of occupancy or occupancy permit. Thereafter, Tenant covenants and agrees to operate its business on the Premises diligently and continuously throughout the Term at all times and on all days that the Building is open. Tenant will operate its business on the Premises in a first class and reputable manner. Tenant shall keep the Premises well lighted and in a safe, neat and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

5.4 Rules and Regulations. Tenant shall abide by and observe those rules and regulations established from time to time by Landlord for the Building that are determined by Landlord, in its reasonable discretion, to be necessary for the safety, security, care, and appearance of the Building or the preservation of good order therein, or for the operation and maintenance of the Building or equipment therein (collectively, the "Rules and Regulations"). Landlord shall provide Tenant with any modifications of the attached Rules and Regulations. It shall not be necessary to amend this Lease in order to make any such amendments binding on Tenant, but Tenant shall not be bound until such time as Tenant receives a copy of the modifications from Landlord.

6. Common Areas.

6.1 Common Areas Definition. "Common Area(s)" means all improved and unimproved areas within the boundaries of the Building (including any off-site employee or overflow parking areas and any additional land acquired by Landlord) which are made available from time to time for the general use, convenience, and benefit of Landlord, tenants and other persons entitled to occupy any portion of the Building and/or their customers, patrons, employees, and invitees. Tenant and all persons having business with Tenant shall have the irrevocable right and easement throughout the Term of this Lease, without charge, to use, in common with all other occupants of the Building and all persons having business with such other occupants, and no other persons, all Common Areas of the Building, for parking and access in connection with business in the Building, and for no other purpose, except that Landlord agrees that Tenant may use the sidewalks adjacent to the Demised Premises and within Tenant's linear frontage for the display and/or sale of merchandise at retail or other promotional activities associated with the Premises if such display of merchandise or promotional activities shall not unreasonably interfere with pedestrian traffic on the sidewalk area.

6.2 Changes to Common Areas. Landlord hereby reserves the right at any time and from time-to-time to make or permit changes to the Building, including increasing, reducing or changing the number, type, side, location, elevation, nature and use of any of the buildings or Common Areas,

walkways, parking areas, driveways, and access ways. If the Building shall be changed as aforesaid, Landlord shall not be subject to any liability to Tenant and Tenant shall not be entitled to any compensation, or diminution or abatement of rent, nor shall such change, alteration or diminution be deemed to be a constructive eviction or actual eviction.

7. Repairs and Maintenance.

7.1 Landlord's Obligations. Subject to the remainder of this Section 7 and all provisions in this Lease relating to damage, destruction or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, replace and keep in good order, condition and repair and at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames and doors) of any building on the Premises, together with all Common Areas. If Landlord shall be called on to make any such repairs occasioned by the negligent act or negligent failure to act by Tenant or Tenant's agents, servants, employees, contractors or subcontractors, or customers and other invitees or by reason of any use of the Premises by Tenant which is not normal wear and tear, the entire cost of such repair shall be borne by Tenant and be immediately due to Landlord as Additional Rent. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 24.

7.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as it was on the Rent Commencement Date consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repair of the Premises. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.

7.3 HVAC. Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with copies to be furnished to Landlord upon Landlord's request, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance and service of the HVAC (as that term is defined in Section 4.1) system for the Premises. However, Landlord reserves the right, upon notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, as Additional Rent, for the cost thereof.

7.4 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 7, Landlord may enter on the Premises after three days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, at Tenant's expense.

8. Security.

8.1 Security Deposit. Within thirty (30) days after Tenant receives licensure from the State of New Jersey as an alternative treatment center in compliance with the New Jersey Compassionate Use Medical Marijuana Act, Tenant shall deliver the sum of \$10,000.00] (the "Security Deposit") to Landlord as security for the full, faithful and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion, use, apply or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within ten days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and upon delivery of the Security Deposit to the purchaser and written notice to Tenant of such delivery and of the name, address and contact information, Landlord will have no further liability to Tenant with respect to the Security Deposit. On the Expiration Date, or other termination of this Lease, if Tenant is not in default or otherwise liable to Landlord, the unapplied balance of the Security Deposit shall be returned to Tenant within 30 days of the Expiration Date or date of other termination of this Lease.

8.2 Guaranty. Not Applicable.

9. Laws.

9.1 Tenant's Compliance. But for Federal laws relating to marijuana, Tenant shall, at Tenant's expense, comply with all Laws (as that term is defined in Section 4.1) relating to: (a) Tenant's use and occupancy of the Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Premises. The laws of the State of New Jersey shall govern the validity, performance, and enforcement of this Lease. Any legal suit or action commenced for enforcement of any obligation contained herein shall be brought only in the State of New Jersey.

9.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term all necessary licenses and permits from such authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises. Tenant shall, at its own cost and expense, comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this lease. Landlord shall be responsible for securing any permits related to Landlord's work on the premises.

10. Hazardous Substances.

10.1 Tenant. Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises or the Building, to use in the Premises or the Building, or to cause to be released from the Premises or the Building any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill or discharge of Hazardous Substances. "Hazardous Substances" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

10.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

10.3 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its managing agent, its Superior Landlord (as defined in Section 19.1), if any, its Mortgagee (as defined in Section 19.1) if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with, any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

11. Insurance.

11.1 Tenant's Insurance. Tenant shall, at Tenant's expense, maintain at all times during the Term and at all times when Tenant is in possession of the Premises the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises and its appurtenances (including signs), on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least \$1,000,000.00 naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire and legal liability coverage, and shall be issued by a nationally known insurance company having a "Best Rating" of A-VIII or better. Landlord shall have the right at any time and from time to time, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Building. All policies of insurance required of Tenant shall have terms of not less than one year;

(b) Property insurance in an amount equal to one hundred (100%) percent of full replacement value, with a deductible not exceeding \$25,000.00 covering Tenant's Work (including improvements and betterments, whether or not the improvements and betterments are restored), Tenant's property including all of Tenant's stock in trade, trade fixtures, furniture, furnishings, equipment not affixed to the Premises, and the property of third parties located in the Premises, against fire and other risks, including business interruption insurance covering a period of twelve (12) months;

(c) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(d) Such other insurance as Landlord may reasonably require.

11.2 Certificates. Tenant shall, before the Commencement Date, deliver to Landlord and each additional insured, certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant (and with respect to any insurance required under Section 4, before the commencement of any Tenant's Work). Tenant shall also, at least 30 days before the expiration of any such insurance, deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing renewal of the insurance required by this Lease to be maintained by Tenant. Tenant shall provide a copy of each insurance policy to Landlord or to any additional insureds who request it. All required insurance shall be primary and non-contributory (as shown on endorsement), and shall contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least 30 days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

11.3 Premium Increases. Tenant shall not do or permit to be done any act that shall invalidate or be in conflict with Landlord's insurance policies, or increase the rates of insurance applicable to the Building. If, as the result of an Event of Default (defined below), Tenant's occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Building or building increase, Tenant shall reimburse Landlord for one hundred (100%) percent of such increase in premium(s), within 15 days after Tenant is billed therefor.

11.4 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party. Notwithstanding anything to the contrary contained in this Lease, the limits of insurance coverage required by this Lease or as carried by Tenant shall not limit Tenant's liability or relieve Tenant of any obligation under this Lease.

11.5 Subtenants. Any subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article.

12. Casualty.

12.1 Casualty Loss. If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, licensed in New Jersey and in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "Repair Period"), and notice of the election, if any, which Landlord has made according to this Section 12 (i.e. Sections 12.1-12.5). Such certification and notice are referred to in this Lease as the "Notice". Landlord shall be solely responsible for the cost of identifying the Repair Period and preparing and delivering the Notice to Tenant. The Notice will be given before the 30th day after such casualty, and the date of such Notice shall be referred to herein as the "Notice Date." If there is damage to the Premises as described in this Section 12, and if the Lease is not

terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

12.2 Minor Casualty. If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed 180 days, Landlord will diligently pursue the repair of damage to the Premises (excluding Alterations). In that event, this Lease shall continue in full force and effect, except that Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period, except as otherwise provided in Section 12.4. If the estimated time for repair exceeds the preceding number, Tenant shall have the option of terminating the Lease.

12.3 Major Casualty; End of Term. If (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds 180 days, or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than 180 days (and Tenant fails to exercise, within 30 days following the Notice Date, any remaining option to extend the Term), then Landlord may, at Landlord's option, diligently pursue the repair of damage to the Premises (excluding Alterations). If Landlord elects to repair such damage during the Repair Period, Fixed Rent will be abated on a pro-rata basis during the Repair Period, based on the portion of the Premises the use of which Tenant is deprived during the Repair Period, except as otherwise provided in Section 12.4. If Landlord elects not to repair such damage during the Repair Period, this Lease shall terminate effective on the date of termination set forth in the Notice, and Rent shall be abated on a pro rata basis based on the portion of the Premises the use of which Tenant is deprived during the period from the date of the casualty to the date of termination of the Lease, except as otherwise provided in Section 12.4.

12.4 Limitation. Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant, in which event Tenant shall be entitled to a refund of all Rent paid in advance. If a fire or other casualty is the result of the willful misconduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Rent as otherwise provided for in this Section 12. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damages or losses to Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

12.5 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises, then upon completion of the repairs by Landlord, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's improvements and Alterations to substantially the same condition they were in prior to the damage or destruction. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business and safety. Tenant shall obtain all permits and approvals needed in order to fulfill its obligations in this Section.

13. Condemnation. If the Premises or any material portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning Authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord reasonably determines, in its discretion, that the taking renders operation of the Premises uneconomical. If more than 50% of any portion of the Building occupied by a building, or more than 50% of the land area portion of the Building not occupied by a building, is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within 30 days after the condemning Authority shall have taken possession, terminate this Lease as of the date the condemning Authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the

Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All Alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

14. Assignment and Subletting. Tenant shall not assign, mortgage or otherwise transfer or encumber (collectively, "Assign") all or any part of Tenant's interest in this Lease or in the Premises, nor shall Tenant sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other person or entity, without in each case obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to Assign without such prior written consent shall constitute an Event of Default. It shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease if the proposed assignee or sublessee does not have: (a) a net worth equal to or greater than the net worth of Lessee as of the date of this Lease (Lessee must provide Landlord with evidence of such net worth, in a form and substance acceptable to Landlord, simultaneously with its request regarding such proposed assignment or sublease); and (b) such proposed assignee will not give the same or substantially the same credit enhancements (i.e., guaranty, letter of credit etc) given by Tenant under this Lease. Except as provided in any approved assignment of this Lease, any assignment or subletting shall not release Tenant or Guarantor from its obligations hereunder. Notwithstanding anything herein to the contrary, in lieu of consenting to any proposed assignment or subletting, Landlord may, by written notice to Lessee, elect to (i) terminate this Lease and recapture the Premises as of a date specified in said written notice (the "Recapture Date"), which termination shall be effective on a date specified by Landlord in said written notice; or (ii) enter into a direct lease with the proposed assignee or sublessee; in either event, this Lease and the Term shall come to an end with respect to Tenant on the Recapture Date with the same force and effect as if the Term were, by the terms hereof, fixed to expire on such date, Landlord shall reimburse to Tenant all Rent paid in advance, and Tenant shall be relieved of all liability under the Lease except for the Reimbursement Payment described in this Section. Tenant shall pay to Landlord the sum of \$2,500.00 to reimburse Landlord's reasonable administrative and attorneys' fees in reviewing the proposed assignment, such payment accompanying the proposed assignment.

15. Default. In addition to events elsewhere stated in this Lease as Events of Default, each of the following (each of which shall be considered an "Event of Default") is a material default by Tenant under this lease:

(a) Tenant fails to pay when due any Rent and the failure continues for three days following any date on which Rent is due (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent three times in any 12-month period, any additional failure to pay any such Rent when due within that 12-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to open for business and continuously operate beginning on the Rent Commencement Date and in compliance with the days and hours required in this Lease.

(c) Tenant fails to comply with any other term of this Lease and the failure continues for 30 days following Landlord's notice to Tenant of the noncompliance, which notice shall describe with specificity the purported noncompliance. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that initial 30 day period, Tenant shall have an additional period not to exceed 90 days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within the initial 30 day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every 30 days.

(d) A third party institutes against Tenant or Guarantor, if any, any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within 30 days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(e) Except as otherwise expressly permitted under this lease, Tenant vacates or abandons the Premises before the Expiration Date.

(f) Guarantor, if any, shall be in breach of its obligations under its guaranty of Tenant's obligations under this Lease.

16. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the right, at Landlord's election, then or at any time thereafter until the default is cured, to exercise any one or more of the following remedies to the fullest extent allowed by applicable law:

16.1 Landlord's Right to Cure. Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Event of Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Event of Default. Tenant covenants and agrees to pay to Landlord, within five days after demand, as Additional Rent, all advances, costs and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorney's fees, together with interest at the rate described in Section 3.6, from the date of payment of any such advances, costs and expenses by Landlord.

16.2 Termination of Lease. In the event of an uncured breach or default of this Lease by Tenant, Landlord shall have the following rights and remedies against Tenant. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and recover possession of the Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements and rent abatements necessary to secure a new tenant, leasing brokers' commissions and other costs which Landlord might incur in leasing the Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination.

16.3 Landlord's Right to Re-Enter. Landlord may reenter and take possession of the Premises or any part thereof, without demand or Notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass/in accordance with applicable Laws, including that Landlord shall obtain a court

order, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified the Rent and other amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

16.4 Intentionally omitted.

16.5 Forcible Entry and Detainer. If Landlord commences summary proceedings in the nature of a forcible entry and detainer or unlawful detention for non-payment Rent or for Tenant's failure to perform its other obligations hereunder, Tenant shall not file a counterclaim against Landlord in the summary proceedings, unless required by law to do so, nor shall Tenant consolidate claims against Landlord in said proceedings; however, Tenant does not waive its right hereunder to bring any later action against Landlord for damages. If Tenant should contest such summary proceedings, it shall post a bond in favor of Landlord for the amount of Rent due and for future damages upon termination of this Lease.

16.6 Waiver of Trial by Jury. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16.7 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.8 Exhaustion of Remedies. Upon any Event of Default, Landlord may proceed directly against Tenant or any other party guaranteeing or responsible for the performance of Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

16.9 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable costs and expenses and reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term,

"Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

17. Access. Landlord and Landlord's employees, agents, contractors and other authorized representatives shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times upon not less than 24 hours' prior notice for the purpose of showing the same to prospective purchasers, lenders or tenants, or for the purpose of making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary, or for the purpose of complying with any governmental requirements or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. For purposes of this Section 17, Tenant shall be deemed to be conducting business on the Premises during times of remodeling or other periods of less than two days during which the Premises is not open for business to the public. Landlord may at any time place on the Premises any ordinary "For Sale" signs and Landlord may during the last 12 months of the Term hereof place on the Premises (but not in any show windows) any ordinary "For Lease" signs.

18. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section shall survive the expiration or sooner termination of this Lease.

19. Subordination.

19.1 Tenant's Subordination. This Lease, and the rights of Tenant under this Lease, are subject and subordinate in all respects to:

(a) All present and future underlying leases of the Building, including all modifications, extensions and replacements thereof ("Superior Leases").

(b) All present and future mortgages on any Superior Lease or on the Building,
and

(c) All increases, renewals, modifications, advances, extensions, supplements, consolidations and replacements thereof ("Mortgages").

This Section is self-operative and no further instrument of subordination is required. Tenant shall, within five days following receipt of Landlord's request, sign, acknowledge and deliver any instrument that Landlord, any landlord under a Superior Lease ("Superior Landlord") or any mortgagee under a Mortgage ("Mortgagee") may reasonably request to evidence such subordination.

19.2 Tenant's Attornment. If any Mortgagee or any Superior Landlord or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Landlord under this Lease, then upon their request, Tenant shall attorn to such Mortgagee, Superior Landlord, successor, assignee or purchaser as Tenant's landlord under this Lease. Tenant shall, within ten days following request by such Mortgagee, Superior Landlord, successor, assignee, or

purchaser, sign, acknowledge and deliver any instrument that such Mortgagee, Superior Landlord, successor, assignee, or purchaser requests to evidence the attornment. If any Mortgagee or Superior Landlord requires any modifications of this Lease, then, subject to the agreement of such Mortgagee, Superior Landlord, successor, assignee, or purchaser not to disturb or materially adversely affect Tenant's possession under this Lease in accordance with the terms of this Lease, Tenant shall, within ten days following Tenant's receipt of a request, sign, acknowledge, and deliver to Landlord a lease amendment prepared by Landlord that shall make the required modifications.

19.3 Permitted Exceptions. This Lease and all of Tenant's rights hereunder are subject to all the matters, restrictions and encumbrances of record (now existing), and all restrictions in this Lease (collectively, the "Permitted Exceptions"). Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights and dedications as Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, and to amend the Permitted Exceptions. When recorded, such easements, rights, dedications, maps, restrictions and amendments will be additional Permitted Exceptions. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, maps, restrictions or amendments. Tenant shall have no right to seek damages or to cancel or terminate this Lease, and the rights and obligations of Landlord and Tenant hereunder otherwise shall not be affected, because of any easements, rights, dedications, maps, restrictions, amendments, changes or other matters allowed or set forth in the Permitted Exceptions. By executing this Lease, Tenant acknowledges that the existing Permitted Exceptions will not unreasonably interfere with Tenant's use or occupancy of the Premises.

20. Estoppel Certificates. Tenant shall, at any time and from time to time, within five days following its receipt of a written request from Landlord, sign, acknowledge, and deliver to Landlord or any other person designated by Landlord a certification to be relied upon by the person for whose benefit it is provided: (a) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications); (b) stating the date to which the Rent has been paid, including any advanced Rent; (c) stating whether or not, to its actual knowledge, the other Party is in default of its obligations under this Lease and if so, describing the default, including any event that has occurred which, with the serving of notice or the passage of time, or both, would give rise to a default, and any unperformed obligations; (d) stating any amounts owed by one Party to the other; (e) setting forth the material terms of the Lease; (f) stating any claimed offset rights or defenses; and (g) stating, to its actual knowledge, any other factual matters reasonably requested by the other Party or any person designated by the other Party.

Any certification delivered under this Section may be relied on by the third party for whom the certification is requested but shall not, as between Landlord and Tenant, affect their respective rights. Tenant's failure to timely provide a requested estoppel certificate which continues for ten days after Tenant receives written notice from Landlord of such failure, shall constitute an acknowledgment by Tenant that the statements contained in such certificate are true and correct without exception and may be relied upon by Landlord, Mortgagee, and any prospective or existing transferee of all or any part of Landlord's interest in the Building or this Lease.

21. End of Term.

21.1 Restoration upon Expiration. Upon the expiration or sooner termination of this Lease, Tenant shall restore the Premises to their original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered broom swept and free of Tenant's product, trade fixtures, furniture, signage and equipment in good and rentable condition with all restoration work completed, and with any excess materials and construction equipment used in

the restoration process removed from the Premises (it being understood and agreed that all furniture, fixtures and equipment installed at the Premises and paid for with the Tenant Improvement Allowance shall be the property of the Landlord). Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

21.2 Holdover. If Tenant or anyone claiming under Tenant remains in possession of the Premises after the expiration of the Term, and unless such holdover is with the consent of Landlord, that person shall be a month-to-month tenant, and during such period, Fixed Rent shall be twice the rate that was in effect immediately prior to the Term expiration. Landlord may collect the Fixed Rent without admission that Tenant's estate is more than a month-to-month tenancy, and all the provisions of this Lease shall apply as the same are applicable to a month-to-month tenancy.

22. Notices. All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by courier such as FedEx, DHL, UPS, or Airborne) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if delivered in a manner specified in this Section. Notices shall be to the address set forth in the preamble.

Either Party may by written notice to the other specify a different address for notice, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices sent by regular mail shall be deemed given three days after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or by a nationally recognized overnight courier (including FedEx, DHL, UPS and Airborne) that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or such courier. If notice is received on a non-business day, it shall be deemed received on the next business day. A Party's refusal to accept the notice or communication does not impact the date of effective delivery of the notice to the Party as set forth in this Section.

23. Waiver. No waiver by Landlord of the violation of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. No waiver by Landlord with respect to one or more tenants of the Building shall constitute a waiver in favor of any other tenant of the Building, including the Tenant hereunder. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Event of Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of any Rent or other amount owed hereunder as Landlord shall choose, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord. No failure to exercise and no delay in exercising on the part of Landlord of any right, remedy, or power hereunder or rights, remedies and powers otherwise

provided by law or available in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No act or inaction of Landlord under this Lease shall be deemed to constitute or establish a "course of performance or dealing" that would require Landlord to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid to the maximum extent allowed under applicable law.

24. Force Majeure. Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, the computation of such period of time shall exclude any delays due to labor disputes, strikes, riots, acts of God, shortages of labor, fire or other casualty, inability to obtain any materials or services, or any cause or causes, whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees and any contractor engaged by them to perform work in connection with this Lease. Nothing contained in this Section shall either excuse Tenant from paying in a timely fashion any payments due under the terms of this Lease, or extend the Term.

25. Tenant Indemnity. Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and Landlord's members, managers, employees, agents, contractors, partners and lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, fines, judgments, penalties, attorneys and consultants' fees, expenses and/or liabilities (collectively, "Claims") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant or Tenant's business on the Premises; (c) any act, omission, fault or neglect on or about the Premises by Tenant, its agents, servants, employees, contractors, subcontractors, subtenants, concessionaires, licensees, visitors, or invitees or any other third party; or (d) any violation of any terms hereof by Tenant, except (with respect to any of the conduct set forth in items (a) through (d), to the extent that any such Claim is the result of the gross negligence or willful misconduct of Landlord or any other indemnified party. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Tenant's obligations under this indemnity shall not be limited to the amount of commercial general liability insurance coverage that Tenant is required to carry under this Lease. If Tenant fails to provide and keep in force any or all of the insurance policies set forth in Section 11.1(a) then, in such event, Tenant shall indemnify and hold Landlord harmless from and against any loss that would have been covered by such insurance. Landlord need not have first paid any such claim in order to be defended or indemnified. This Section shall survive the expiration or sooner termination of this Lease.

26. Waiver of Liability. Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Building of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the Building or the Premises in repair; (c) injury done or occasioned by wind, water, or other act of God; (d) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stair, porches, railings, or walks; (e) broken glass; (f) the backing-up of any sewer pipe or downspout; (g) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Building or Premises; (h) the escape of steam or hot water; (i) water, snow, or ice being upon, or coming through the roof, skylights, doors, stairs, walks, or any other place upon, or near such property, or the Premises, or otherwise; (j) the falling of any fixtures, plaster, or stucco; (k) fire or other casualty; (l) any act, omission, or negligence of other tenants, or of other persons or occupants of the Building, or of adjoining or contiguous buildings, or of adjacent or contiguous property. Landlord shall not be liable to Tenant for any

damage by or from any act or negligence of any tenant or other occupant of the Building or the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Building and the Premises caused by Tenant, or any of its employees, agents or contractors.

27. Miscellaneous.

27.1 No Amendment. This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

27.2 Execution; No Surrender. Notwithstanding any provision of this Lease or any Laws to the contrary, or the execution of this Lease by Tenant, this Lease shall not bind or benefit Landlord or Tenant, unless and until this Lease is signed and delivered by both Landlord and Tenant. No act or omission of Landlord or Tenant, or their respective employees, agents or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord, unless such action is defined in this Lease as an acceptable surrender.

27.3 Captions. The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All Section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the Sections of this Lease.

27.4 Severability. If any provision of this Lease, or the application thereof to any person or circumstance, is invalid, illegal or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable laws.

27.5 Construction. Although the printed provisions of this Lease were drafted by Landlord's attorney, this Lease shall not be construed for or against Landlord or Tenant; rather, this Lease shall be interpreted in accordance with the general meaning of the language so as to reach the parties' intended result.

27.6 Joint and Several Liability. If Tenant is comprised of two or more persons or entities, the liability of those persons or entities under this Lease shall be joint and several. If an Event of Default occurs, Landlord may choose to proceed against any one or more of the persons or entities that comprise Tenant irrespective of which of them caused the default.

27.7 Gender. Wherever appropriate in this Lease, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

27.8 Confidentiality. Each Party agrees to keep the terms of this Lease confidential and shall not disclose same to any other person not a Party hereto without the prior written consent of the other, provided that either Party may disclose the terms hereof to such accountants, attorneys, managing employees and others in privity with any such party to the extent reasonably necessary for either Party's business purposes. Tenant acknowledges that any breach by Tenant of the agreements set forth in this Section shall cause Landlord irreparable harm.

27.9 No Recording. Tenant shall not record this Lease or any memorandum of this Lease. Landlord shall have the right to record a memorandum of lease, at Landlord's expense, at any time during the Term, and Tenant shall execute same within 15 days of written request by Landlord.

27.10 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New Jersey. The parties submit to the exclusive venue of Hudson County for any dispute arising from this Lease.

27.11 ENVIRONMENTAL COVENANT NOTICE. The Property will be subject to an Environmental Covenant made pursuant to the Environmental Covenants Act, 27 Pa. C.S. §§ 6501-6517 (the "Environmental Covenants"). Upon the recording of these Environmental Covenant, the Landlord will provide Tenant with written notice of the activity and use limitations in the Environmental Covenants, and the recording information for the Environmental Covenants.

[Signatures on following page.]

[94 River Drive Lease Signature Page]

In witness whereof, Landlord and Tenant have executed this Lease as of the Effective Date.

Landlord

NUKA PROPERTIES LLC
A Colorado limited liability company

BY:  _____

Tenant

LIBERTY PLANT SCIENCES LLC
A New Jersey limited liability corporation

BY:  _____

SCHEDULE 1
Rent Schedule

Year	Square Feet	\$/SF	Annual Base Rent
1	8,665	\$138.48	\$1,200,000
2	8,665	\$141.25	\$1,224,000
3	8,665	\$144.07	\$1,248,480
4	8,665	\$146.96	\$1,273,450
5	8,665	\$149.90	\$1,298,919
6	8,665	\$152.89	\$1,324,897
7	8,665	\$155.95	\$1,351,395
8	8,665	\$159.07	\$1,378,423
9	8,665	\$162.25	\$1,405,991
10	8,665	\$165.50	\$1,434,111
11	8,665	\$168.81	\$1,462,793
12	8,665	\$172.18	\$1,492,049
13	8,665	\$175.63	\$1,521,890
14	8,665	\$179.14	\$1,552,328
15	8,665	\$182.72	\$1,583,375

EXHIBIT A
The Premises

ALL that certain lot, piece or parcel of land, situate, lying and being in the municipality of City of Hoboken, in the County of Hudson, State of New Jersey:

TRACT I

BEGINNING at a point in the westerly line of River Street distant twenty-one feet ten and three-fourths inches (21' 10-3/4") southerly from the intersection of the southerly line of First Street with the westerly line of River Street and running thence:

- (1) Southerly, along the said westerly line of River Street, twenty-eight feet and one and one-quarter inches (28' 1-1/4"); thence
- (2) Westerly and parallel with First Street, fifty-one feet and four inches (51' 4"); thence
- (3) Northerly and parallel with River Street, twenty-eight feet one and one-quarter inches (28' 1-1/4") to a point in the center line of a brick party wall standing partly on the property herein described and partly on the property adjoining on the North; thence
- (4) Easterly and parallel with First Street, through the center line of said party wall, fifty-one feet four inches (51' 4") to the point or place of BEGINNING.

TRACT II

BEGINNING at a point in the easterly face of the wall of the premises known as No. 41 First Street, distant twenty-two feet one and three-quarter inches (22' 1-3/4") from the southerly line of First Street, running thence:

- (1) Easterly, and along the northerly face of a brick pilaster in said easterly wall, four inches (4") to a point; thence
- (2) Southerly, and along the easterly side of said brick pilaster, one foot four and one-half inches (1' 4-1/2") to a point; thence
- (3) Westerly, and along the southerly face of said brick pilaster, four inches (4") to a point in the easterly face of said easterly brick wall of the building aforesaid; thence
- (4) Southerly, and along the easterly face of the above mentioned wall twenty-six feet five and three-quarter inches (26' 5-3/4") to a point distant seventy feet eleven and one-half inches (70' 11-1/2") more or less, westerly from the westerly side of River Street; thence
- (5) Easterly, and parallel to the southerly line of First Street, nineteen feet seven and one-half inches (19' 7-1/2"); thence
- (6) Northerly, and parallel with River street, twenty-eight feet one and one-quarter inches (28' 1-1/4") to a point in the center line of a brick party wall standing partly on the property herein described and partly on the property adjoining on the North and known as No. 96 River street; and thence westerly nineteen feet eleven inches (19' 11") to the point or place of BEGINNING.

The above described Tracts I and II taken together are described as follows:

BEGINNING at a point in the westerly line of River Street, distant 21.90 feet southerly from the intersection formed by the southerly line of First Street with the westerly line of River Street, said point being opposite the center of a party wall standing partly on the premises being described and partly on the premises adjoining on the north and running thence:

- (1) N-77°-08' -W through and beyond the center line of said party wall a distance of 70.62 feet to a point in the easterly face of a brick pier built as part of the easterly wall of No. 41 First Street, thence
- (2) S-13°-04' -W and along the easterly face of said brick pier a distance of 1.38 feet to a point in the southerly face of said pier, thence
- (3) N-77°-08' -W and along the southerly face of said brick pier a distance of 0.34 feet to a point in the easterly wall of No. 41 First Street, thence
- (4) S-13°-04' -W and along the easterly face of the wall of No. 41 First Street and beyond and also for a portion of the way along an encroachment agreement (D.B. 3262, Page 957) a distance of 26.48 feet, thence
- (5) S-76°-56' -E and parallel to First Street a distance of 70.96 feet to a point in the westerly line of River Street, thence
- (6) N-13°-04' -E and along the westerly line of River Street a distance of 28.10 feet to a point, said point being the point or place of Beginning.

Being drawn in accordance with a survey prepared by Caulfield Associates, LLP, dated November 17, 2016.

FOR INFORMATION PURPOSES ONLY: BEING known as 94 River Street, Tax Lot 8 in Tax Block 223 on the Official Tax Map of the City of Hoboken, NJ.



NEW JERSEY ASSOCIATION OF REALTORS® - STANDARD FORM OF REAL ESTATE CONTRACT

©1996 New Jersey Association of REALTORS®, Inc. THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR FAMILY RESIDENTIAL PROPERTY OR VACANT ONE FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT OF SALE

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

Peter Barsoom Nuka Enterprise LLC To Be formed, Buyer,

Soc. Sec. # Soc. Sec. #

whose address is

AGREES TO PURCHASE FROM

94 River Street LLC, Seller,

Soc. Sec. # Soc. Sec. #

whose address is PO Box 138, Fairlawn, NJ 07410

THROUGH THE BROKER(S) NAMED IN THIS AGREEMENT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: 94 River Street

Shown on the municipal tax map of Hoboken County Hudson

as Lot 8 Block 223 Approximate size of lot

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

2. PURCHASE PRICE: The total purchase price is: \$5,250,000.00

3. MANNER OF PAYMENT :

A. Deposit paid by Buyer on signing of this Agreement to Listing Broker or Participating Broker, by cash or check, for which this is a receipt: \$

B. Additional deposit to be paid by Buyer on or before 5 days after signing of contract (date): \$ 100,000.00

All deposit monies paid by the Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of Rich Gess, Escrowee, until closing of title, at which time all monies shall be paid over to the Seller. The deposit monies shall not be paid over to the Seller prior to the closing of title, unless agreed in writing by both the Buyer and Seller. In the event the Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may place the deposit monies in Court requesting the Court to resolve the dispute.

C. IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE.

The Buyer agrees to apply immediately for a mortgage loan through any lending institution of the Buyer's choice or the office of the Listing Broker or the Participating Broker. The application shall be furnished by the Buyer in writing on an application form prescribed by the lending institution to which the application shall be submitted. Buyer shall also furnish, in a timely manner, such other documents and information as is usually required by said lending institution. Failure of Buyer to comply with the foregoing, in good faith, shall be deemed a breach of this Contract of Sale. The amount of mortgage loan required by the Buyer is \$ 0.00 and will be what is commonly known as the (F.H.A.) (V.A.) (Conventional) (A.R.M.) year direct reduction plan with interest at not more than % and not more than NA Points. Buyer agrees to pay not more than NA Points. Seller agrees to pay not more than O Points. IF THE MORTGAGE LOAN HAS NOT BEEN ARRANGED, OR IF THE BUYER HAS NOT NOTIFIED SELLER OF BUYER'S DECISION TO COMPLETE THE TRANSACTION WITHOUT OBTAINING A MORTGAGE COMMITMENT, ON OR BEFORE (DATE) THEN EITHER BUYER OR SELLER MAY VOID THIS

AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY. The method of notifying the other party shall be in accordance with Section 21 of the Agreement. \$ 5,150,000.00

D. BALANCE OF PURCHASE PRICE. The balance of the purchase price shall be paid by cash, certified check or Attorney's Trust Account check on delivery of a Bargain & Sale Cvs Grantors (Type of Deed). Title to the Property will be free from all claims or rights of others, except as described in Sections 6, 7, and 8 of this Agreement. The deed shall contain the full legal description of the Property. Payment of the balance of the purchase price by Buyer and delivery of the deed and affidavit of title by Seller occur at the "Closing." The Closing will take place on or before july 1, 2019, at the office of Buyers Attorney or such other place as the Seller and the Buyer may agree.

TOTAL PURCHASE PRICE: \$ 0.00 \$5,250,000.00

4. BUYER FINANCIALLY ABLE TO CLOSE:

Buyer represents that Buyer has sufficient cash available (together with the mortgage referred to in Section 3) to complete this purchase.

70 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

71 The Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated on line
72 sixty-four (64) of this Contract. The Buyer and Seller **UNDERSTAND AND AGREE** that **THIS**
73 **INFORMATION SHALL BE DISCLOSED** to the Internal Revenue Service as required by law.

74
75 **6. TENANTS, IF ANY:**

76 This sale is made subject to the following tenancies. The Seller warrants that these tenancies are not in violation of existing
77 Municipal, County, State or Federal rules, regulations or laws.

78	NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
79	<i>Delivered Vacant</i>				
80					
81					
82					

83
84 **7. QUALITY OF TITLE :**

85 This sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose.
86 Generally, an easement is a right of a person other than the owner of Property to use a portion of the Property for a special purpose. A
87 restriction is a recorded limitation on the manner in which a Property owner may use his/her/their Property. The Buyer does not have
88 to complete the purchase, however, if any easement, restriction, or facts disclosed by an accurate survey would substantially interfere
89 with the use of the Property for residential purposes. The sale will also be made subject to applicable zoning ordinances.

90 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do
91 business in the State of New Jersey, subject only to the claims and rights described in this section and Section 6. Buyer agrees to order
92 title insurance commitment (title search) and survey if necessary and to furnish copies to Seller. In the event Seller's title shall contain
93 any exceptions other than as set forth in this paragraph, Buyer shall notify Seller and Seller shall have 30 days within which to
94 eliminate those exceptions. If Seller cannot remove those exceptions, Buyer shall have the option to void this Contract or to proceed
95 with closing of title without any reduction in the purchase price. If Buyer elects to void this Contract, as provided in the preceding
96 sentence, the deposit money shall be returned to Buyer and Seller shall reimburse Buyer for search and survey expenses not exceeding
97 250.00 dollars.

98
99 **8. BUILDING AND ZONING LAWS:**

100 The Buyer intends to use the Property as a 4 plus 1 family home. The Seller states, to the best of Seller's knowledge, that this use
101 does not violate any applicable zoning ordinance, building code or other law. The Seller will pay for and obtain Certificate of
102 Occupancy, Certificate of Land Use Compliance or other similar document required by law and will arrange and pay for all
103 inspections required to obtain such document. **SELLER AGREES TO CORRECT ALL VIOLATIONS, AT THE SELLER'S**
104 **OWN EXPENSE, PRIOR TO THE CLOSING OF TITLE.**

105
106 **9. ITEMS INCLUDED IN SALE:**

107 Gas and electric fixtures, cooking ranges and ovens, hot water heaters, linoleum, T.V. antenna, screens, storm sash, shades,
108 blinds, awnings, radiator covers, heating apparatus and sump pump, if any, except where owned by tenants, are included in this sale.
109 All of the appliances shall be in working order as of the closing of title. **This provision shall not survive closing of title.** This means
110 that the Seller **DOES NOT GUARANTEE** the condition of the appliances AFTER the deed and affidavit of title have been delivered
111 to the Buyer at the "Closing". **The following items are also specifically included:**
112 *All items mentioned in this section are included in "AS IS" Condition. The property is being sold "As Is".*

113
114
115
116 **10. ITEMS EXCLUDED FROM SALE:**

117
118
119
120 **11. ASSESSMENTS :**

121 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public improvements
122 which have been completed as of the date of Closing are to be paid in full by the Seller or credited to the Buyer at the Closing. A
123 confirmed assessment is a lien (legal claim) against the Property. An unconfirmed assessment is a potential lien (legal claim) which,
124 when approved by the appropriate governmental body, will become a legal claim against the Property.

125
126 **12. FINAL INSPECTION:**

127 Seller agrees to permit the Buyer or the Buyer's duly authorized representative to examine the interior and exterior of the Property
128 at any reasonable time immediately before Closing.

129
130 **13. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT:**

131 If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller represents that the
132 Property complies with the requirements of the Act.

133
134 **14. NO ASSIGNMENT:**

135 This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may not transfer to
136 anyone else his/her/their rights under this Agreement to buy the Property.

137
138 **15. RISK OF LOSS:**

139 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is on the Seller until the Closing.

140
141 **16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:**

142 Rents, water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer, and fuel are
143 to be apportioned as of the date of actual closing of title. The Buyer shall be entitled to possession of the Property and any rents or
144 profits from the Property, immediately upon the delivery of the deed and closing of title. The Seller shall have the privilege of paying
145 off any person with a claim or right affecting the Property from the proceeds of this sale at the time of Closing.

146 17. **MAINTENANCE AND CONDITION OF PROPERTY:**

147 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The
148 premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller represents that all electrical, plumbing,
149 heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Agreement now work and
150 shall be in proper working order at the time of Closing. Seller further states, that to the best of Seller's knowledge, there are currently no
151 leaks or seepage in the roof, walls or basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL**
152 **PROVISIONS SECTION (Section 30) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS**
153 **MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF TITLE.** This means that the Seller **DOES**
154 **NOT GUARANTEE** the condition of the premises **AFTER** the deed and affidavit of title have been delivered to the Buyer at the "Closing".
155

156 18. **LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**

157 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of
158 a document entitled "Disclosure of Information and Acknowledgment Lead-Based Paint and Lead-Based Paint Hazards" has been
159 fully completed and signed by Buyer, Seller and Broker(s) and is appended to this Agreement as Addendum "A" and is part of this
160 Agreement.
161

162 19. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE: (This paragraph is**
163 **applicable to all dwellings built prior to 1978. The law requires that unless the Buyer and Seller agree to a longer or shorter**
164 **period, Seller must allow Buyer a ten-day (10) period within which to complete an inspection and/or risk assessment of the**
165 **Property. Buyer, however, has the right to waive this clause in its entirety.)**

166 This Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified
167 inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and
168 obtained by the Buyer at the Buyer's expense, within ten (10) calendar days after the termination of the Attorney Review period set forth
169 in Section 22 of this Agreement (the "Completion Date"). If the inspection indicates that no lead-based paint or lead-based paint hazard
170 is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-based paint or
171 lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above unless within five (5)
172 days from the Completion Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s) and
173 (a) advises Seller and Broker(s), in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller and Brokers(s) a written
174 amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and corrections required by the Buyer. The
175 Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyer with a certification from a
176 certified inspector/risk assessor that the deficiencies have been corrected, before the date of Closing. The Seller shall have 5 days
177 after receipt of the Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and
178 return the Amendment or fails to offer a counter-proposal, this Agreement shall be null and void. In the event Seller offers a counter
179 proposal, Buyer shall have 5 days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal
180 within the time limit provided, this Agreement shall be null and void.
181

182 20. **INSPECTION CONTINGENCY CLAUSE:**

183 A. **Responsibilities of Home Ownership**

184 The Buyer and Seller acknowledge and agree that because the purchase of a home is one of the most significant investments a person can
185 make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the
186 Property. While the Broker(s) and Salesperson(s) who are involved in this transaction are trained as licensees under the License Law of
187 the State of New Jersey, they readily acknowledge that they have had no special training or experience with respect to the complexities
188 pertaining to the multitude of structural, topographical and environmental components of this Property. For example, and not by way
189 of limitation, the Broker(s) and Salesperson(s) have no special training, knowledge or experience with regard to discovering and/or
190 evaluating physical defects including structural defects, roof, basement, mechanical equipment such as heating, air conditioning, electrical
191 systems, sewage, plumbing, exterior drainage, termite and other types of insect infestation or damage caused by such infestation.
192 Moreover, the Broker(s) and Salesperson(s) similarly have no special training, knowledge or experience with regard to evaluation of
193 possible environmental conditions which might affect the Property pertaining to the dwelling such as the existence of radon gas,
194 formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead or other pollutants in the soil, air or water.
195

196 B. **Buyer's Rights To Inspections**

197 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is entered into based
198 upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the Property, and not on any
199 representation made by the Seller, the named Broker(s) or their agents as to character or quality. Therefore, the Buyer, at the Buyer's
200 sole cost and expense, is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by
201 "qualified inspectors" (as the term is defined in paragraph E below) for the purpose of determining the existence of any physical
202 defects or environmental conditions such as outlined above. If Buyer chooses to make the inspections referred to in this paragraph,
203 such inspections must be completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in
204 Section 24 of this Agreement within 10 calendar days after the end of the Attorney Review Period set forth in Section 22 of this
205 Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period specified in this
206 paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time
207 period for furnishing the inspection reports is referred to as the "Inspection Time Period".

208 C. **Responsibilities to Cure**

209 If any physical defects, or environmental conditions are reported by the inspectors to the Seller within the Inspection Time
210 Period, the Seller shall then have seven (7) calendar days after the receipt of such reports to notify the Buyer in writing that the Seller
211 shall correct or cure any of the defects set forth in such reports. If Seller shall fail to notify Buyer of Seller's agreement to so cure and
212 correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller shall fail to agree to
213 cure or correct such defects within said seven (7) day period, or if any part of the dwelling is found to be located within a flood hazard
214 area, or if the environmental condition at the Property is incurable and is of such significance as to unreasonably endanger the health
215 of the Buyer, the Buyer shall then have the right to void this Contract by notifying the Seller in writing within seven (7) calendar days
216 thereafter. If Buyer shall fail to void this Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this
217 Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the defects set
218 forth in the inspections. If Seller shall agree to correct or cure such defects, all such repair work shall be completed by Seller prior to
219 the closing of title.

220 D. **Flood Hazard Area (delete if not applicable)**

221 Buyer acknowledges that the Property is within a flood hazard area, and Buyer waives Buyer's right to void this Agreement for
222 such reason.

223 E. **Qualifications of Inspectors**

224 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons who are licensed by the State of
225 New Jersey for such purpose or who are regularly engaged in the business of inspecting residential properties for a fee and who
226 generally maintain good reputations for skill and integrity in their area of expertise.

227 21. **NOTICES:**

228 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram, telefax or by
229 delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The personal delivery will be effective
230 upon delivery to the other party. Notices to the Seller shall be addressed to the address that appears on line seventeen (17) of this
231 Contract. Notice to the Buyer shall be addressed to the address that appears on line nine (9) of this Contract.
232

233 22. **ATTORNEY REVIEW CLAUSE:**

234 (1) **Study by Attorney**

235 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must
236 complete his or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day
237 period unless an attorney for the Buyer or the Seller reviews and disapproves of the Contract.

238 (2) **Counting the Time**

239 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays,
240 Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

241 (3) **Notice of Disapproval**

242 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the REALTOR®(S)
243 and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written.
244 The attorney must send the notice of disapproval to the REALTOR®(S) by certified mail, by telegram, or by delivering it personally.
245 The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the
246 REALTOR®(S) office. The attorney may also, but need not, inform the REALTOR®(S) of any suggested revision(s) in the Contract
247 that would make it satisfactory.
248

249 23. **ENTIRE AGREEMENT; PARTIES LIABLE:**

250 This Agreement contains the entire agreement of the parties. No representations have been made by any of the parties, the
251 Broker(s) or his/her/their agents except as set forth in this Agreement. This Agreement is binding upon all parties who sign it and all
252 who succeed to their rights and responsibilities.
253

254 24. **BROKER'S COMMISSION:**

255 The commission, in accord with the previously executed listing agreement, shall be due and payable at the time of actual closing
256 of title and payment by Buyer of the purchase consideration for the Property. The Seller hereby authorizes and instructs the Buyer's
257 attorney, or the Buyer's title insurance company or whomever is the disbursing agent to pay the full commission as set forth below to
258 the below mentioned Broker/Brokers out of the proceeds of sale prior to the payment of any such funds to the Seller. Buyer consents to
259 the disbursing agent making the said disbursements.

260		COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED LISTING
261	<u>NJR Group LLC</u>	AGREEMENT, LESS PARTICIPATING BROKER'S COMMISSION (IF ANY)
262	Listing Broker	
263	<u>1018 Washington Street 3rd Floor</u>	
264	Address and Telephone #	
265	<u>201-656-5800</u>	<u>Total 5%</u>
266	Participating Broker	Commission
267	<u>Hoboken Realty Co Inc.</u>	
268	Address and Telephone #	
269		

270 25. **FAILURE OF BUYER OR SELLER TO SETTLE:**

271 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may commence any
272 legal or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close title in accordance with this Contract,
273 the deposit monies paid on account, at the Seller's option, shall be paid over to the Seller as liquidated damages. In the alternative, the
274 Seller may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase
275 price shall be applied against such damages. Liquidated damages means the Seller will keep the money paid on account and not
276 commence any legal action for the Buyer's failure to close title. In the event the Seller breaches this Contract, Seller will, nevertheless,
277 be liable to the Broker for commissions as otherwise set forth in this Contract.
278

279 26. **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

280 By signing below the sellers and purchasers acknowledge they received the Consumer Information Statement on New Jersey Real
281 Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the property.
282

283 27. **DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

284 A. NJR Group _____, (name of firm) AND
285 Richard Gaeta _____ (name(s) of licensee(s)),
286 AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one)
287 SELLER'S AGENTS BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.
288

289 B. INFORMATION SUPPLIED BY NJR Group _____ (name of other firm)
290 HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one) SELLER'S AGENT
291 BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.
292

293 28. **MEGAN'S LAW STATEMENT:**

294 UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE
295 NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL
296 CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY
297 PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON
298 CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY
299 BE DISCLOSABLE TO YOU.
300
301
302

303 **29. NOTICE ON OFF-SITE CONDITIONS:**
 304 **PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L.**
 305 **1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE**
 306 **CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF**
 307 **THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO**
 308 **INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME**
 309 **FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN**
 310 **CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY**
 311 **WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.**

312
 313 **30. ADDITIONAL CONTRACTUAL PROVISIONS (IF ANY):**
 314 *Property to be delivered vacant*

315 _____
 316 _____
 317 _____
 318 _____
 319 _____
 320 _____
 321 _____
 322 _____
 323 _____
 324 _____
 325 _____
 326 _____
 327 _____
 328 _____
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____
 343 _____
 344 _____
 345 _____
 346 _____
 347 _____
 348 _____
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____

357 **31. INDEX:**

- 358
 359
 360
 361
 362 1. PURCHASE AGREEMENT & PROPERTY DESCRIPTION 13. NJ HOTEL AND MULTIPLE DWELLING 20. INSPECTION CONTINGENCY CLAUSE
 363 2. PURCHASE PRICE HEALTH & SAFETY ACT 21. NOTICES
 364 3. MANNER OF PAYMENT 14. NO ASSIGNMENT 22. ATTORNEY REVIEW CLAUSE
 365 4. BUYER FINANCIALLY ABLE TO CLOSE 15. RISK OF LOSS 23. ENTIRE AGREEMENT; PARTIES LIABLE
 366 5. ACCURATE DISCLOSURE OF SELLING PRICE 16. ADJUSTMENTS AT CLOSING; RIGHTS 24. BROKER'S COMMISSION
 367 6. TENANTS, IF ANY TO POSSESSION 25. FAILURE OF BUYER OR SELLER TO SETTLE
 368 7. QUALITY OF TITLE 17. MAINTENANCE & CONDITION OF 26. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT
 369 8. BUILDING & ZONING LAWS PROPERTY 27. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP
 370 9. ITEMS INCLUDED IN SALE 18. LEAD-BASED PAINT DOCUMENT 28. MEGAN'S LAW STATEMENT
 371 10. ITEMS EXCLUDED FROM SALE ACKNOWLEDGMENT 29. NOTICE ON OFF-SITE CONDITIONS
 372 11. ASSESSMENTS 19. LEAD-BASED PAINT CONTINGENCY 30. ADDITIONAL CONTRACTUAL PROVISIONS
 373 12. FINAL INSPECTION CLAUSE 31. INDEX

370  June 6, 2019 _____ (L.S.)
 371 **In the presence of** _____ Date _____ Buyer _____ (L.S.)
 372 _____ Date _____ Buyer _____ (L.S.)
 373  _____ 6/6/2019 _____ (L.S.)
 374 _____ Date _____ Seller _____ (L.S.)
 375 _____ Date _____ Seller _____ (L.S.)
 376 _____ Date _____ Seller _____ (L.S.)

A ddendum to the Original Contract
Barsoom/Nuka from 94 River Street LLC
94 River Street
Hoboken, New Jersey

1. This rider will govern in the event of any conflict or contradiction with the Broker Contract. "Contract" means the Broker Contract together with this rider. Unless otherwise stated, reference herein to "Paragraph" is a reference to the Broker Contract.
2. All time periods shall begin to run the day immediately following the conclusion of attorney review, as evidenced by the execution of this rider by both parties and the delivery of a fully-executed copy to each party or their attorney (the "Effective Date").
3. Buyer shall be NUKA Properties LLC
4. Paragraph 3E: Closing date shall be on or about September 15, 2019 unless extended pursuant to Paragraph 9 of this Rider, where the closing date shall automatically be extended per such paragraph. Buyer shall be entitled to two (2) 45 day extension provided Buyer pays an additional \$50,000 non-refundable deposit to Seller's attorney at the time of each 45 day extension.
5. Paragraph 7: Supplement with the following: "Seller shall provide a copy of their title insurance policy and Property survey, if available. If requested by the Buyer, Seller agrees to provide a survey affidavit of no change prior to closing, if applicable."
6. Paragraph 14: The Buyer may assign this agreement to an entity owned, controlled or managed by Buyer without the written consent of the Seller. Any assignment shall not relieve the purchaser of their obligations under this Agreement.
7. In the event of damage to the Property resulting in an estimated cost to repair in excess of ten (10%) percent of the purchase price, either party shall have the right to cancel the Contract.
8. Seller shall obtain and present for payment at closing the final water and sewer bills. In the event Seller has not obtained final water and sewer bills at the time of closing, Seller shall place a reasonable amount into escrow as required by the title company closing title. The amount of said escrow shall be determined by Buyer's title company."
9. The real estate brokers' commissions shall be earned, due and payable if and when the closing of title occurs. With reference to any paragraph of the Contract of Sale entitled "Equitable Lien" the same shall be deleted. The last sentence of Paragraph 25 shall be

deleted. The real estate brokers shall have no rights in the event this transaction is terminated

10. Paragraph 21: Supplement with the following: All notices shall be deemed effective if sent to the respective attorney for each party. Email shall be deemed notice to either party except for any time of the essence, cancellation or default.
11. Paragraph 30: The term “carrying costs” shall mean property taxes, hazard insurance and flood insurance. Further while deposit shall be deemed non-refundable, Buyer shall have 10 days from the Effective Date to perform all inspections. Buyer may cancel at sole discretion and receive a refund during this 10 day period.
12. Paragraph 30: The sentence “The \$150,000 deposit is Due 5 Days after the completion of attorney review and is non-refundable” is hereby deleted and replaced with “The \$150,000 deposit is due 5 days after the completion of attorney review and is non-refundable, provided, however, should Seller be unable to provide clear and marketable and insurable title to Buyer or Buyer cancels within 10 days as stated in the paragraph above, or should Seller otherwise default under the Contract, the Deposit shall be refundable to Buyer in addition to any other remedy Buyer may have. In that event, the Deposit shall be returned within five (5) business days.
13. There was an abandoned or decommissioned underground oil storage tank (“UST”) located on the Property. Seller has removed the UST, and (ii) performed any required environmental remediation, and (iii) shall provide Buyer with all required governmental approvals related to the tank removal and any required remediation shall be a condition precedent to Buyer’s obligation to close. Further, should the conditions of this paragraph not be completed prior to closing, closing shall automatically be extended for 15 days after the dates the conditions are satisfied.
14. Seller represents to the best of their knowledge and belief as follows:
 - a. The Seller currently pays \$ TBA for their flood insurance policy. .
 - b. Deleted.
 - c. Except as set forth in Paragraph 12 above, Seller has not used any hazardous substance on this property and is not aware of any such prior use on the property.
 - d. The property is legal 5 unit building containing four (4) residential units and one (1) commercial unit) according to the City of Hoboken and the New Jersey Department of Community Affairs.
 - e.
 - f. There is no pending or threatened litigation, material claims or judgments involving the Property or Seller’s ownership of the Property, or any contractual obligations to which Seller is bound that would prohibit, delay or impair Seller’s conveyance of the Property.
 - g. There are no service contracts or real estate brokerage agreements that

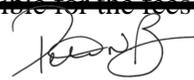
have been executed by Seller in connection with the Property, or if executed, which cannot be terminated at or prior to the date of closing, it being understood that Buyer is not assuming same and that all such contracts and agreements are expressly excluded from this Contract.

- h. Seller has received no notification from the City of Hoboken or the State of New Jersey, to make any repairs or maintenance to the Property, which has not been completed. In the event that the Seller receives notice of, or becomes aware of any State or Municipal housing code violations between the day of the Effective Date and the date of closing, Seller agrees to correct same, subject to the \$1,000 cap below, and provide Buyer with proof of same at the time of closing.

All representations of the Seller shall be deemed repeated at Closing and the continued accuracy of said representations shall be a condition precedent to Buyer's obligation to close.

15. Except as expressly set forth herein Neither party shall forfeit any rights in the Contract due to automatic waiver provisions. Should a time period lapse, the party attempting to enforce a right or rights due to the expiration of a time period shall notify the other party in writing of the expiration of the relevant time period. The party receiving such notice shall have three (3) business days to respond and to meet the lapsing condition. If the condition is not met after the three (3) business day period, then such condition shall be deemed waived.
16. The parties hereby acknowledge that pursuant to N.J.S.A.54:50-38, the Buyer is required to notify the Director of the Division of Taxation in the Department of the Treasury of the State of New Jersey (the "Department"), at least ten (10) days prior to the transfer of title, of the proposed sale and of the price, terms and conditions of the transaction. In the event the Department determines that any or all of the Seller's proceeds are to be paid out of the Seller's proceeds at the closing or held in escrow following the closing, then such funds as determined by the Department shall be paid directly to the Department or held in escrow by Buyer's counsel until such time as the parties are in receipt of a tax clearance letter from the Department authorizing the release of the escrow. The Buyer shall be responsible for submitting the required notification of the pending sale to the Department, and the Seller agrees to fully cooperate with any such submissions. Buyer's attorney shall prepare the Notification of Sale, Transfer or Assignment in Bulk and deliver a copy to Seller's attorney. Seller's attorney shall cause the Seller to promptly execute the application and return it to Buyer's counsel who shall then file such application with the Department. The terms of this Section shall survive the Closing
17. At Closing and as a condition to Buyer closing hereunder, Seller will deliver to Buyer the following documents, duly executed, and in form reasonably acceptable to Buyer's counsel, Buyer's title company and Buyer's lender's counsel:

- a. A Bargain and Sale Deed with Covenant Against Grantor's Acts;
 - b. Standard Affidavit of Title;
 - c. Residency Certificate, 1099 and certification that Seller is not a foreign person within the meaning of Sections 1445 and 7701(a)(i) of the Internal Revenue Code of 1986;
 - d. If required, Buyer shall obtain the smoke cert.
 - e. Such other documents as may reasonably be required by Buyer's title insurer;
 - f. All keys to the Property; and
 - g. Proof of compliance with the Bulk Sales Act.
18. In the event the Contract is rightfully cancelled, all deposit monies shall be returned to the Buyer within five (5) business days.
19. Seller's attorney will be responsible for obtaining all payoffs.
20. Seller and Buyer agree that any omissions or errors in making the final adjustments at the time of closing shall be corrected and paid within 15 days after written notification of such error by either party is given to the other party or to their respective attorneys. This agreement shall survive the closing of title for 90 days.
21. The premises along with the systems, appliances and other items contained therein shall be delivered in the same condition as they exist at the time of Buyer's inspections, excepting ordinary wear and tear and any repairs expressly agreed to in writing by Seller.
22. The Contract may be executed in several counterparts, each such counterpart will be considered an original and all such counterparts together will constitute one and the same agreement.
23. The foregoing rider and the contract of sale to which it is annexed constitute the entire agreement between the parties hereto and may not be altered, modified, or amended unless done so in writing by all of the parties.
24. ~~Prior to closing, Buyers shall make application for and obtain all government approvals, association requirements, town certificates and requirements including but not limited to the Certificate of Occupancy, Smoke Detector/Carbon Monoxide and Fire Extinguisher Certificate, and shall be solely responsible for the fees and cost related to same prior to closing~~
25. Any language shall be deleted from the Contract that creates a lien on the property or the proceeds derived from the sale in favor of the real estate broker. The real estate commission shall be due and owing upon closing of title.
26. **DEPOSIT.** Paragraph 3B, shall be deleted and replaced as follows:



"All deposit monies required hereunder shall be held by the attorney for Seller until the time of closing in a non-interest bearing trust account. Upon complete execution of any Rider or Letter Addendum to the Contract by the parties, or their respective attorneys, this letter or signed Addendum shall constitute authorization for the Realtors to release any initial deposit monies directly to the Seller's attorney. The balance of the deposit shall be due within ten days from the date this letter or Addendum is fully executed."

27. Buyers represent that they have sufficient funds to consummate and close their transaction. Further, Buyers represent that the within Contract is specifically **not** contingent upon the sale or refinance of any property, or receipt of any financing, loan or mortgage of any kind.
28. The acceptance of the Deed by the Buyers shall be deemed full performance of the Contract and shall constitute a discharge of every agreement, representation, and obligation on the part of Seller, except those, if any, which are specifically stated herein to survive delivery of the Deed. No warranty of fitness, condition, or habitability, whether expressed or implied, is given by Seller.
29. Seller have no obligation to pay any title or settlement fees due.
30. Buyer expressly agrees that the property is being sold in "AS IS" condition and the Buyers and shall not be entitled to raise any inspection issues. Buyer's sole remedy shall be terminate the within Agreement within the inspection period.

NUKA Properties LLC, Buyer

**AGREED
BY BUYER:**



By: Peter Barsoom
Title:

7/15/2019

Date

94 River Street LLC

**AGREED
BY SELLER:**



Dan Kaplan, Managing Member

7/11/2019

Date

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

HADDON PARTNERS LLC
0450261607

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/18/2018 and was assigned identification number 0450261607. Following are the articles that constitute its original certificate.

1. Name:

HADDON PARTNERS LLC

2. Registered Agent:

MICHELLE MCCORMICK

3. Registered Office:

30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

4. Business Purpose:

THE PURPOSE FOR WHICH THE COMPANY IS ORGANIZED IS TO TRANSACT ALL LAWFUL BUSINESS FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER THE REVISED UNIFORM LIMITED LIABILITY COMPANY ACT OF THE STATE OF NEW JERSEY, AS AMENDED FROM TIME TO TIME.

5. Duration:

PERPETUAL

6. Effective Date of this Filing is:

04/18/2018

7. Members/Managers:

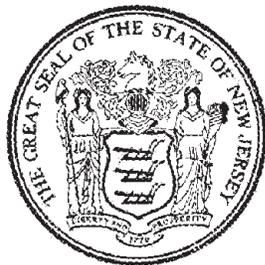
GROUNDWORK STRATEGIES, LLC
30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

8. Main Business Address:

30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

Signatures:

JOSEPH M. NARDI, III
AUTHORIZED REPRESENTATIVE



Certificate Number : 4052482878

Verify this certificate online at

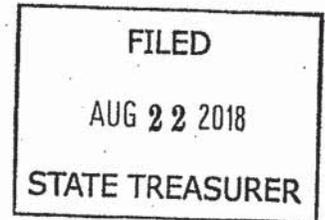
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
18th day of April, 2018*

*Elizabeth Maher Muoio
State Treasurer*

L-102 NJSA 42 (2/94)

CGN



New Jersey Division of Revenue

Certificate of Amendment
Limited Liability Company

0450261607

This form may be used to amend a Certificate of Formation of a Limited Liability Company on file with the Department of the Treasury. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Act, and insure that all applicable filing requirements are met.

1. Name of Limited Liability Company:

Haddon Partners LLC

2. Identification Number:

0450261607

3. New LLC Name (if applicable):

Liberty Plant Sciences LLC

4. Effective Date:

August 22, 2018

5. The Certificate of Formation is amended as follows (provide attachments if needed):

The name of the LLC should be amended to Liberty Plant Sciences LLC.

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

Signature

Name: Seth R. Nipton, Esquire

Date: 8/22/18

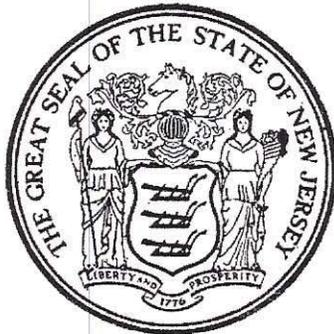
**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

FILING CERTIFICATION (CERTIFIED COPY)

**HADDON PARTNERS LLC
0450261607**

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
18th day of April, 2018*



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
Acting State Treasurer*

Certificate Number : 4052482705
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

HADDON PARTNERS LLC
0450261607

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/18/2018 and was assigned identification number 0450261607. Following are the articles that constitute its original certificate.

1. Name:

HADDON PARTNERS LLC

2. Registered Agent:

MICHELLE MCCORMICK

3. Registered Office:

30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

4. Business Purpose:

THE PURPOSE FOR WHICH THE COMPANY IS ORGANIZED IS TO TRANSACT ALL LAWFUL BUSINESS FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER THE REVISED UNIFORM LIMITED LIABILITY COMPANY ACT OF THE STATE OF NEW JERSEY, AS AMENDED FROM TIME TO TIME.

5. Duration:

PERPETUAL

6. Effective Date of this Filing is:

04/18/2018

7. Members/Managers:

GROUNDWORK STRATEGIES, LLC
30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

8. Main Business Address:

30 WASHINGTON AVENUE, SUITE B2
HADDONFIELD, NEW JERSEY 08033

Signatures:

JOSEPH M. NARDI, III
AUTHORIZED REPRESENTATIVE



Certificate Number : 4052482878
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
18th day of April, 2018

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
Acting State Treasurer

14. Approval by municipality

JERSEY CITY

LPS has entered into a binding purchasing agreement for operation of its proposed ATC cultivation site and manufacturing facility, which is located at 1 Edward Hart Drive, Jersey City, New Jersey, 07305. By way of background, LPS spent over one year working with the Jersey City Redevelopment Agency ("JCRA") in order to obtain its approval for its medicinal marijuana ATC to be situated at the aforementioned address within the Redevelopment Zone. Specifically, on June 12, 2019, LPS representatives appeared before the JCRA at an informal meeting to discuss the approval of its ATC. Thereafter, on June 18, 2019, LPS representatives formally met with the JCRA and presented its proposed use of the property, as well as a proposed transfer of the property to an LPS affiliate for lease by LPS. Also on June 18, 2019, the JCRA entered into a Resolution approving both the proposed use of the property as a medicinal marijuana ATC by LPS, as well as the proposed transfer. A copy of this Resolution is included with this application. Notably, in approving LPS' proposed use of the property, the JCRA found that LPS' "intended uses for the cultivation, manufacturing, processing and dispensing of medical marijuana should be permissible."

Following approval by the JCRA, LPS received official approval to use the property as a medicinal marijuana ATC from Jersey City's Zoning Officer, Nick Taylor. A copy of this approval letter is included with this application. Specifically, the Zoning Officer stated that "[t]he above parcel, located in the Industrial District of the Liberty Harbor Redevelopment Area may engage in the following: *manufacturing, assembly, laboratory, testing, research, storage, commercial retail, service and shipping*, and may, in my opinion, engage in the cultivating, processing and manufacturing of medical cannabis." Most notably, no other applicant has received such approval from Jersey City. Since LPS has received approval for the use of the property at 1 Edward Hart Drive as a medicinal marijuana cultivation and manufacturing facility, should it receive an ATC license from the Department, LPS will need no additional local approvals, before it may commence work on the construction, and ultimate operation, of the ATC.

LPS believes that ATC operators have an obligation to the health and well-being of their patients as well as to the communities in which they operate. We believe this goal requires a direct relationship with not only community authorities, but also its residents. In the upcoming months, LPS will host meetings in the local community so that surrounding businesses as well as local residents can learn about the services LPS intends to provide and ask any questions or raise any concerns they may have. LPS will also be meeting with the local Chamber of Commerce and other industry groups within Jersey City to discuss how LPS can become a beneficial community partner. LPS intends to serve as contributing member to Jersey City and intends to make sizable donations to local nonprofit organizations. LPS has publicly committed to contribute 5% of net revenue to the communities in which we operate (estimated to be \$5MM over the next 5 years). It is LPS' intention to be a contributing, positive, and responsible force in Jersey City. LPS will personally introduce their President and Chief Community Relations Officer, Tricia Mueller, to the surrounding community and provide multiple forms of contact information, so all neighbors are assured we are committed to more than lip-service, and will truly take concerns raised by the neighborhood seriously. LPS is committed to cultivating and strengthening our ties to the neighborhood and to ensuring that our neighbors thrive along with us. We look forward to continuing to develop a synergistic relationship between our company and Jersey City, New Jersey.

HOBOKEN

LPS has a lease agreement for the use of 94 River Street, Hoboken, New Jersey 07030 as a medicinal marijuana dispensary. LPS is currently actively engaged in the process of obtaining municipal approval for the proposed ATC site, and continues to engage in frequent communication with Hoboken officials, including mayoral staff. In that regard, LPS has met with the Mayor of Hoboken Ravinder Bhalla, the City Council, and Chief of Police Kenneth F. Ferrante and has had productive and encouraging conversations regarding securing municipal approval and operating a medicinal marijuana dispensary in the City of Hoboken. In regard to municipal approvals, LPS has further secured the services of a prominent government relations firm, Florio Perrucci Steinhardt & Cappelli LLC, to facilitate acquisition of all required local approvals. LPS is confident that, given Hoboken's express support for medicinal marijuana dispensaries in its City, as well as LPS' diligent commitment to complying with all local requirements for licensure in a prompt, yet comprehensive manner, it will secure a letter of approval from the governing body of the municipality within the Department's 90-day timeframe.

LPS is confident that such approvals will be obtained within 90 days of application submission, because it is diligently working to submit the requisite municipal applications for approval, ensuring that every aspect of LPS' proposed dispensary will be in complete compliance with local codes and ordinances. Specifically, LPS is on-track to have a conditional use application, complete with site plan, odor control plan, noise mitigation plan, and comprehensive security protocols, submitted to the Hoboken Land Use Board by late August, in accordance with local ordinances. LPS anticipates that it should be able to secure conditional use approval by early-to-mid-September. Thereafter, it will promptly submit a complete application for a medical cannabis license to Hoboken's Medical Cannabis Review Board in accordance with the City's licensing ordinance.

LPS is further confident that it will be able to obtain requisite local authorization for its Hoboken ATC site within a 90-day timeframe, particularly given the support for medicinal marijuana in the State of New Jersey and the City of Hoboken. The City of Hoboken itself has taken affirmative action on the issue. Specifically, in early 2019, the Hoboken City Council unanimously introduced a zoning ordinance that amended the then-existing zoning ordinance to permit three medical marijuana dispensaries in certain areas of the City. The amendments included creating a Medical Cannabis Dispensary Review Board comprised of the mayor or his designee, a council member, and the chairman of the Hoboken Planning Board or their designee. Clearly, the City of Hoboken appreciates the need to provide qualifying patients with increased access to medicinal marijuana dispensaries in the State of New Jersey.

LPS believes that ATC operators have an obligation to the health and well-being of their patients as well as to the communities in which they operate. We believe this goal requires a direct relationship with not only community authorities, but also its residents. In the upcoming months, LPS will host meetings in the local community so that surrounding businesses as well as local residents can learn about the services LPS intends to provide and ask any questions or raise any concerns they may have.



HOUSING, ECONOMIC DEVELOPMENT & COMMERCE

Nick Taylor, Zoning Officer
One Jackson Square
Jersey City, New Jersey 07305
Telephone (201) 547-4832

Steven M. Fulop, Mayor
City of Jersey City

June 18, 2019

Seth R. Tipton, Esquire
Florio Perrucci Steinhardt & Cappelli LLC
60 West Broad St. Suite 102
Bethlehem, Pa 18018

Re: 1 Edward Hart Dr.
Block# 24304 Lot # 6
150X193.92 Av.
1S&2S-CB-IN-H
Zone: Liberty Harbor Redevelopment Plan

Dear Mr. Tipton,

LIBERTY HARBOR REDEVELOPMENT PLAN III A 2: The above parcel, located in the **Industrial District** of the **Liberty Harbor Redevelopment Area** may engage in the following: *manufacturing, assembly, laboratory, testing, research, storage, commercial retail, service and shipping* and may, in my opinion, engage in the cultivating, processing and manufacturing of medical cannabis.

Feel free to contact this office with any questions.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Nick Taylor", with a long, sweeping underline.

Nick Taylor
Zoning Officer

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF THE PROJECT FROM 1 EDWARD HART ROAD, LLC TO NUKA PROPERTIES, LLC SUBJECT TO THE PAYOFF OF A PROMISSORY NOTE AND MORTGAGE HELD BY THE AGENCY, AND DESIGNATING NUKA PROPERTIES, LLC AS THE REDEVELOPER, SUBJECT TO THE EXECUTION A REDEVELOPMENT AGREEMENT, OF BLOCK 24304, LOT 6 WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the LRHL, the City established an area in need of redevelopment designated as the Liberty Harbor Redevelopment Area ("Redevelopment Area") and adopted a redevelopment plan entitled the Liberty Harbor Redevelopment Plan ("Redevelopment Plan"); and

WHEREAS, on or about October 20, 2015, 1 Edward Hart Road, LLC ("Redeveloper") entered into a Redevelopment Agreement with the JCRA to develop a recreational bowling facility on Block 24304, Lot 6 ("the Property") within the Redevelopment Area along with the JCRA providing the Redeveloper with a \$250,000 promissory note secured through a mortgage on the property; and

WHEREAS, the Redeveloper has been unable to perform under its Redevelopment Agreement and is currently under contract with Nuka Properties, LLC ("Transferee Redeveloper") to purchase the Property and lease to Liberty Plant Sciences, LLC, an affiliate of Nuka Properties, LLC, for the purpose of developing a facility to grow, cultivate, manufacture, process and dispense cannabis under a state license currently being sought for medicinal uses; and

WHEREAS, pursuant to correspondence from counsel, the Redeveloper is seeking the JCRA's consent to relinquish and transfer its redevelopment rights in the Property pursuant to its Redevelopment Agreement to Nuka Properties, LLC; and

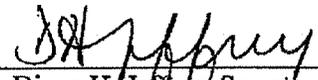
WHEREAS, the Property is located in an industrial district under the Redevelopment Plan in which it appears that Nuka Properties, LLC's intended uses for the cultivation, manufacturing, processing and dispensing of medical marijuana should be permissible; and

WHEREAS, Nuka Properties, LLC's designation as the redeveloper of the Property will enable it to close on its purchase of the Property, which will result in full payment of the JCRA's outstanding promissory note along with any interest; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA and Nuka Properties, LLC, Transferee Redeveloper, wish to enter into exclusive negotiations to enter a Redevelopment Agreement, which shall define and memorialize the respective obligations of the parties with regard to proceeding with the redevelopment of the Property pursuant to the requirements of the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency:

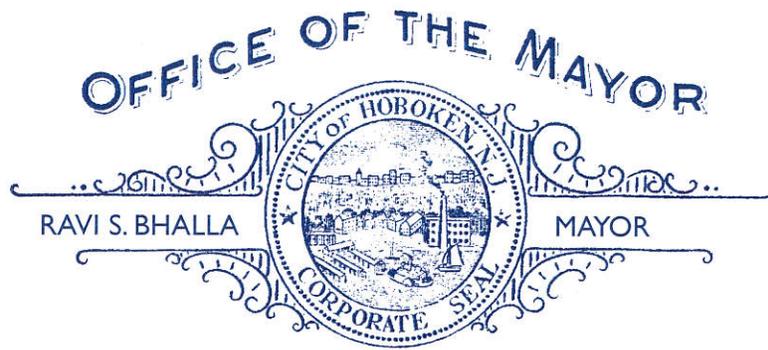
1. The above recitals are incorporated by reference as if fully set forth herein.
2. Conditioned upon closing of title to the Property and full payment of the JCRA's promissory note, the JCRA hereby consents to the transfer of the Project from 1 Edward Hart Road, LLC to Nuka Properties, LLC pursuant to Article VII of the Redevelopment Agreement.
3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute any and all necessary instruments to effectuate the purposes of this Resolution subject only to review and approval of JCRA counsel, including specifically:
 - a. Consent to relinquish and transfer redevelopment rights; and
 - b. Discharge the JCRA's promissory note upon its satisfaction.
4. The Executive Director is hereby authorized and directed to negotiate a Redevelopment Agreement with Nuka Properties, LLC to be entered within ninety (90) days of the adoption of this Resolution subject to final adoption by the Commissioners.
5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
6. A copy of this Resolution shall be available for public inspection at the offices of the Agency.
7. This Resolution shall take effect immediately.



Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 18, 2019.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			



CITY HALL
HOBOKEN, NEW JERSEY

August 14, 2019

New Jersey Department of Health
Division of Medicinal Marijuana
369 South Warren Street
Trenton, NJ 08608-2308

To Whom It May Concern:

I am writing today to provide written verification of my support and approval for the application of Liberty Plant Sciences LLC to operate as an Alternative Treatment Center and locate in our city. After reviewing their proposal and their commitment to advancing safe and legal access to medicinal marijuana for some of our communities most vulnerable citizens, I strongly endorse this proposed business.

As the Mayor of Hoboken, my utmost priority is the safety of our citizens. I am confident that Liberty Plant Sciences will provide a safe and secure environment for our community. While an Alternative Treatment Center brings medicine to patients and economic development to cities like ours, health and safety are my primary concerns. I recognize that the introduction of a medical marijuana dispensary can present both real and potential issues, but it is clear to me that this team has gone to great lengths to alleviate these concerns. Liberty Plant Sciences LLC's dedication to becoming a respectful and caring member of the community is obvious. This organization's proposal demonstrates an obvious commitment to operate within the parameters of the law. Additionally, their continuing commitment to coordinate with local officials, Law Enforcement, and the community ensure that we will work together in a positive manner for years to come.

It is my understanding that Liberty Plant Sciences LLC plans to open an Alternative Treatment Center in a vacant retail space located at 94 River Street. The proposed location is ideal, as it is in a commercial district and meets the minimum required distance from the closest schools, churches, temples, other places used exclusively for worship, playgrounds, parks, and child daycare facilities. The City of Hoboken has no ordinances, codes or regulations prohibiting the operation of an Alternative Treatment Center. No additional zoning approval will be required, as its intended use of its property is already in compliance with all local zoning laws. I believe that this facility is and will be in compliance with all local ordinances, codes, and regulations and would be safely operated. This project would be a welcomed addition to our community and we will not impede their progress.

94 Washington Street, Hoboken, New Jersey 07030
(201) 420-2000 X 1003
rbhalla@hobokennj.gov

OFFICE OF THE MAYOR

I have met with the company's team and they presented their business model and plan to apply for an Alternative Treatment Center permit. The organization has assembled an impressive team of business, medical marijuana, and security professionals. The highly professional team introduced their proposed facility and security plans that made it clear that security will be monitored, installed, and maintained in full compliance with state laws and regulations. We value their eagerness to work with Law Enforcement and the community in addressing any concerns and questions regarding potential safety and security issues. I feel very confident that Liberty Plant Sciences LLC will provide a safe and secure environment for the community of Hoboken and Hudson county.

I fully support and endorse Liberty Plant Sciences LLC's application and it is my hope that it will be favorably approved. I have no doubt that Liberty Plant Sciences LLC will be a responsible and contributing member of our community and I look forward to welcoming the organization to the City of Hoboken.

Very truly yours,

A handwritten signature in blue ink that reads "Ravi S. Bhalla". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ravi S. Bhalla
Mayor

Compliance with Local Codes & Ordinances

15. If so, attach map or document indicating compliance.

JERSEY CITY

LPS has entered into a lease agreement from its affiliate Nuka Properties LLC, the contract purchaser of its proposed ATC cultivation site for site control of its proposed ATC cultivation site located at 1 Edward Hart, Jersey City, New Jersey 07305. See Attachment to 5a. This proposed location complies with all local codes and ordinances.

Jersey City has not enacted any specific zoning or setback restrictions for medicinal marijuana ATCs. However, the proposed location at 1 Edward Hart Drive is in the Liberty Harbor Redevelopment Plan Area, Industrial District. LPS has attached Jersey City's Liberty Harbor Redevelopment Area Land Use Map, with the proposed ATC location identified. The purpose of this district is to "acknowledge areas where there is an existing concentration of industrial activity or where future industrial activity is planned district accommodates a broad range of industrial uses." Furthermore, and as discussed more fully in response to question 14, the Jersey City Zoning Officer has stated that permissible uses in this district include "manufacturing, assembly, laboratory, testing, research, storage, commercial retail, service and shipping." As such, LPS' proposed medicinal marijuana cultivation facility would fit within the type of industrial activity envisioned in the Jersey City Ordinance. Most notably, and as more fully discussed in response to question 14, LPS has received explicit approval from both the JCRA and the Jersey City Zoning Officer for use of the site for the cultivation, manufacturing and dispensing of medicinal marijuana. Copies of the JCRA Resolution and letter from the Zoning Officer, both evidencing approval, are included with this application. In fact, the JCRA has confirmed that LPS is the only applicant to have received such approval. LPS has further attached the Drug-Free School and Park Zone Map, with the proposed location marked accordingly. As indicated on the attached Map, the proposed ATC location is in compliance with local codes and ordinances related to drug-free school zones. Specifically, and as show by the Map, and in accordance with the regulations associated with the New Jersey Compassionate Use Medical Marijuana Act (the "Act"), NJAC 8:64-13(b)(1), LPS' proposed location is not located within a drug-free school zone. Despite the Property's location within a Drug-Free Public Housing, Public Park, and Public Building zone, as authorized by criminal code NJSA 2C:35-7.1 and adopted by the City, the Act does not specifically prohibit ATCs from being located within 500 feet of a public park. Therefore, although the State's penal code and the City's local ordinance do prohibit the dispensing and distribution of a controlled dangerous substance within 500 feet of a park, these are trumped by the Act, which makes the cultivation, dispensing, and manufacturing of medicinal marijuana, in the context of a licensed ATC, a legal activity under State law. This is further supported by the fact that there are no local ordinances or codes specifically prohibiting ATCs from operating within 500 feet of a public park. Finally, the State's criminal code only applies to the distribution of illegal controlled substances, rather than the legal cultivation and/or manufacturing of medicinal marijuana for ultimate sale to qualifying patients in the State.

HOBOKEN

LPS' proposed medicinal marijuana dispensary at 94 River Street, Hoboken, NJ 07030 complies with all local codes and ordinances. LPS will lease the premises from Nuka Properties LLC, which is the contract purchaser of 94 River Street, pursuant to the attached retail lease in 5b. Specifically, the City expressly permits medicinal marijuana dispensaries in the C-1 commercial zoning district in which the LPS' dispensary would be located. The purpose of Hoboken's commercial districts is to "support a variety of commercial uses ranging from high-intensity office, retail and entertainment uses to low-intensity neighborhood services. This section expands the areas where commercial uses are permitted with the intent to develop new economic opportunity and diversity, stabilize commercial rents, create jobs, and improve local access to services." In that regard, a medicinal marijuana dispensary falls within the expressly stated purpose of Hoboken's commercial districts, as LPS' main goal is to improve qualifying patients' access to medicinal marijuana products in the City of Hoboken. LPS has further attached the Drug-Free School and Park Zone Map, with the proposed location marked accordingly. As indicated on the attached Map, the proposed ATC location is in compliance with local codes and ordinances related to drug-free school zones. Specifically, and as show by the Map, and in accordance with the regulations associated with New Jersey Compassionate Use Medical Marijuana Act (the "Act"), NJAC 8:64-13(b)(1), LPS' proposed location is not located within a drug-free school zone. Despite the Property's location within a Drug-Free Public Housing, Public Park, and Public Building zone, as authorized by criminal code NJSA 2C:35-7.1 and adopted by the City, the Act does not specifically prohibit ATCs from being located within 500 feet of a public park. Therefore, although the State's penal code and the City's local ordinance do prohibit the dispensing and distribution of a controlled dangerous substance within 500 feet of a park, these are trumped by the Act, which makes the cultivation dispensing, and manufacturing of medicinal marijuana, in the context of a licensed ATC, a legal activity under State law. This is further supported by the fact that there are no local ordinances or codes specifically prohibiting ATCs from operating within 500 feet of a public park.

Furthermore, Hoboken has not enacted any laws imposing specific setback requirements applicable to medicinal marijuana establishments. Additionally, although Hoboken only permits one medicinal marijuana dispensary per zoning district, LPS has confirmed with the Hoboken Planning Board that no other medicinal marijuana dispensary has been issued a local dispensary license by the City in the zoning district in which LPS intends to operate its dispensary. Finally, and as is more fully discussed in the response to question 14, LPS is actively engaged in the municipal approval procedure required via City ordinance and is fully confident that it will be able to secure such approval within the Department's prescribed 90-day timeframe.

LIBERTY HARBOR REDEVELOPMENT AREA

MAP 2: LAND USE MAP

SEPTEMBER 14, 2010

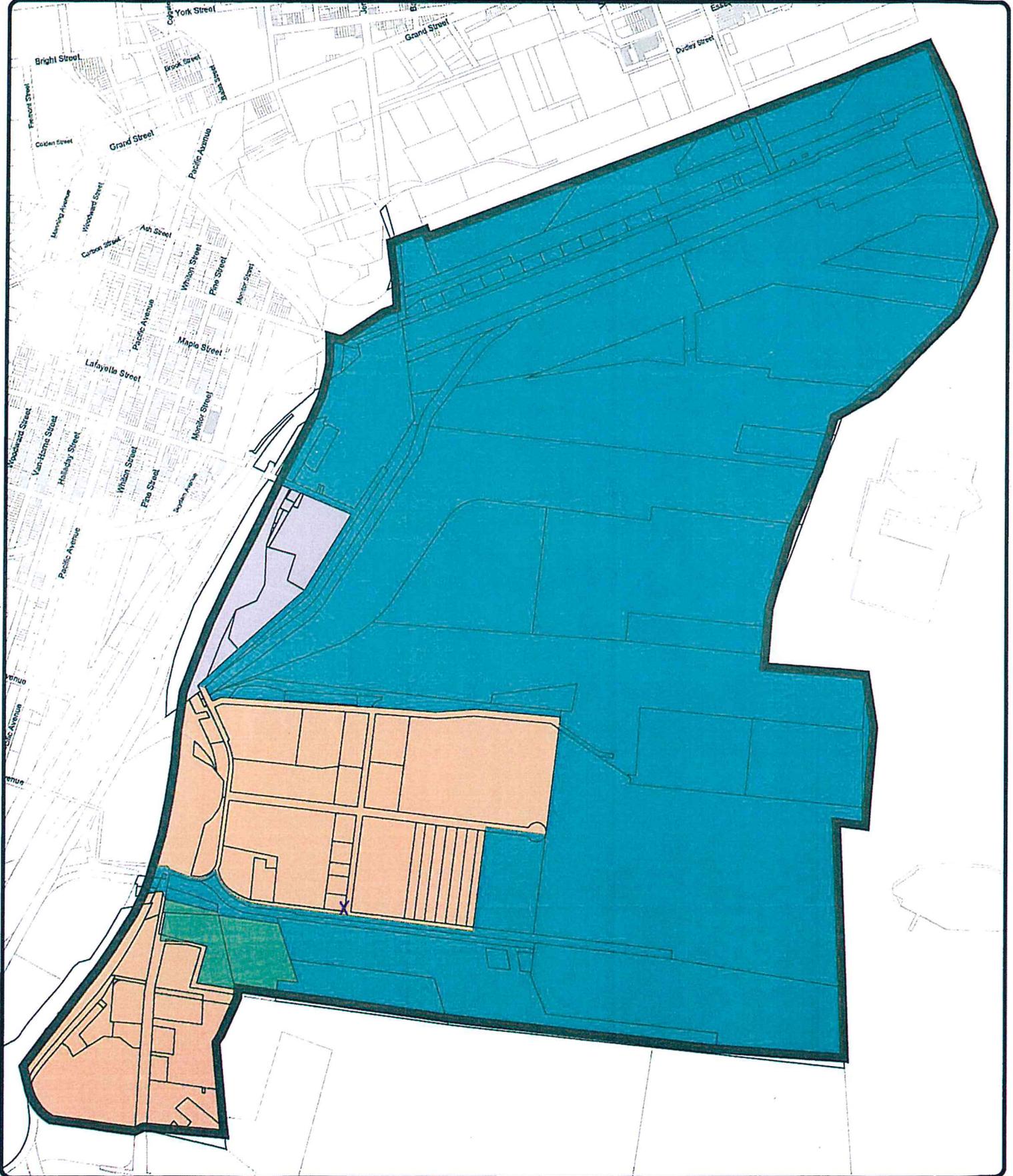
1 inch = 1,200 feet

0 250 500 1,000
Feet



Legend

-  Industrial District
-  Multi Purpose District
-  Park District
-  Residential Mixed Use District





MEMORANDUM

CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED

To: Peter Barsoom

From: Florio Perrucci Steinhardt & Cappelli LLC

Date: July 5, 2019

Re: LPS: Revised Memorandum Regarding 94 River Street, Hoboken, NJ 07030's Compliance with the 2019 RFA

Dear Peter:

This memorandum addresses whether the property located at 94 River Street, Hoboken, NJ 07030 (the "Property") complies with all of the zoning requirements of the New Jersey Department of Health's (the "DOH") 2019 Request for Applications ("RFA") for medicinal marijuana alternative treatment centers ("ATCs"). Upon review of the 2019 RFA, New Jersey State law ("State law") and the City of Hoboken's (the "City") local ordinances, I conclude that the Property is in compliance with the RFA, the Compassionate Use Medical Marijuana Act ("CUMMA"), and relevant City ordinances and, therefore, medicinal marijuana dispensing activities are permissible.

The 2019 RFA requires that applicants submit "[e]vidence of compliance with local codes and ordinances including, but not limited to, the distance to the closest school, church, temple or other places used exclusively for religious worship or a playground, park or child day care facility from the alternative treatment center." Notably, the RFA does not require that the applicants submit compliance with State law.

Specifically, the City expressly permits medicinal marijuana dispensaries in the C-1 commercial zoning district in which the LPS' dispensary would be located:

ZONING
196 Attachment 8



Specifically, § 196-33(I) provides that "[m]edical cannabis dispensaries are only permitted in commercial and industrial zone districts as set forth in §§ 196-17 through 196-19 of the Code as use-by-review, requiring a public hearing, in accordance with the Municipal Land Use Law and Open Public Meetings Act, and site plan approval by the City of Hoboken Planning Board subject to the guidelines set forth herein."

The purpose of Hoboken's commercial districts is to "support a variety of commercial uses ranging from high-intensity office, retail and entertainment uses to low-intensity neighborhood services. This section expands the areas where commercial uses are permitted with the intent to develop new economic opportunity and diversity, stabilize commercial rents, create jobs, and improve local access to services." In that regard, a medicinal marijuana dispensary falls within the expressly stated purpose of Hoboken's commercial districts, as LPS' main goal is to improve qualifying patients' access to medicinal marijuana products in the City of Hoboken.

Section 196-33.1 regulates medical cannabis dispensaries and provides that only "[o]ne medical cannabis dispensary shall be allowed per zone district where the use is permitted." Additionally, this Section provides that "[t]he medical cannabis dispensary shall comply with all setback or distance requirements established by law and in effect in the zone in which it is to be located as of the time of the licensee's application." Since no other ATC dispensaries are currently operating in this district, this restriction has no applicability in this analysis.

Turning to distance requirements, CUMMA clearly provides that "ATCs shall not be located within a drug-free school zone." N.J.A.C. 8:64-13.6. Additionally, Article I, § 94-1 of the City's zoning ordinances provides that, in accordance with N.J.S.A. 2C:35-7, distributing, dispensing, or possessing with intent to distribute any controlled dangerous substance or controlled substance analog is prohibited on school property used for school purposes, or within 1,000 feet thereof. Attachment 1 to the ordinance provides the drug-free school zone boundaries and clearly shows that the Property does not fall within these prohibited zones:

City of Hoboken

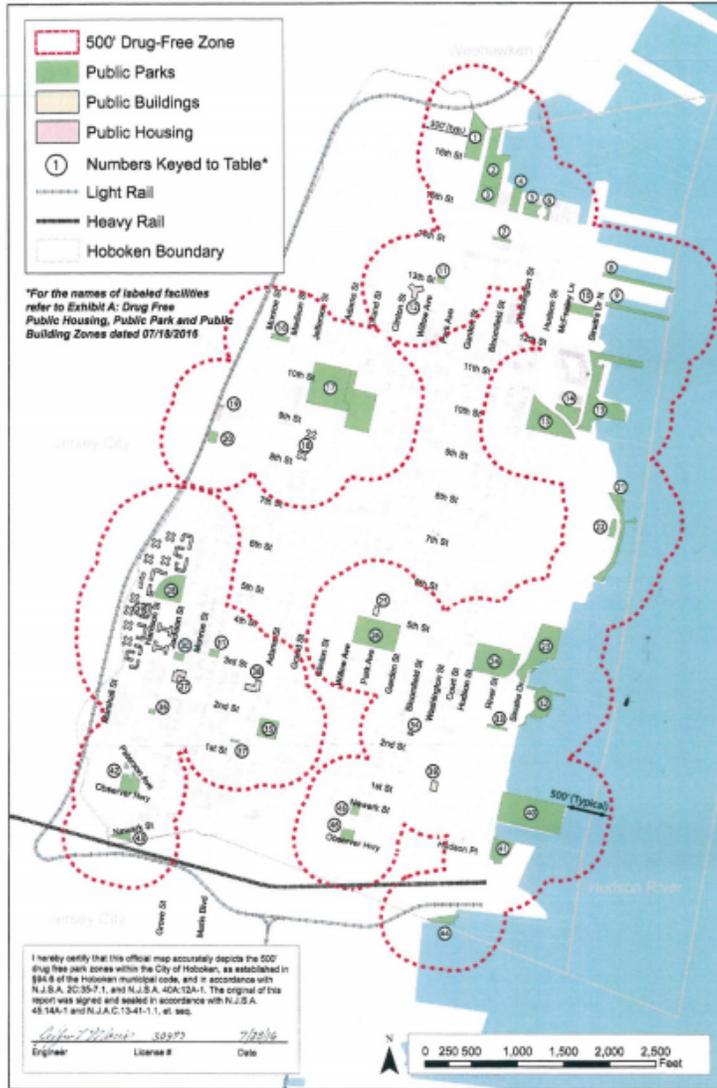
Drug-Free School Zones



That being said, Article II § 94-6 entitled "Drug-Free Public Housing, Public Park, and Public Building Zones," which, in accordance with N.J.S.A. 2C:35-7, prohibits anyone from distributing, dispensing, or possessing with intent to distribute any controlled dangerous substance or controlled substance analog is prohibited in a public park, or within 500 feet thereof." The associated Drug-Free Public Housing, Public Park, and Public Building Zone Map clearly depicts the Property as falling within the prohibited zone:

City of Hoboken

Drug-Free Public Housing, Public Park, and Public Building Zones



Source: City of Hoboken, Hudson County

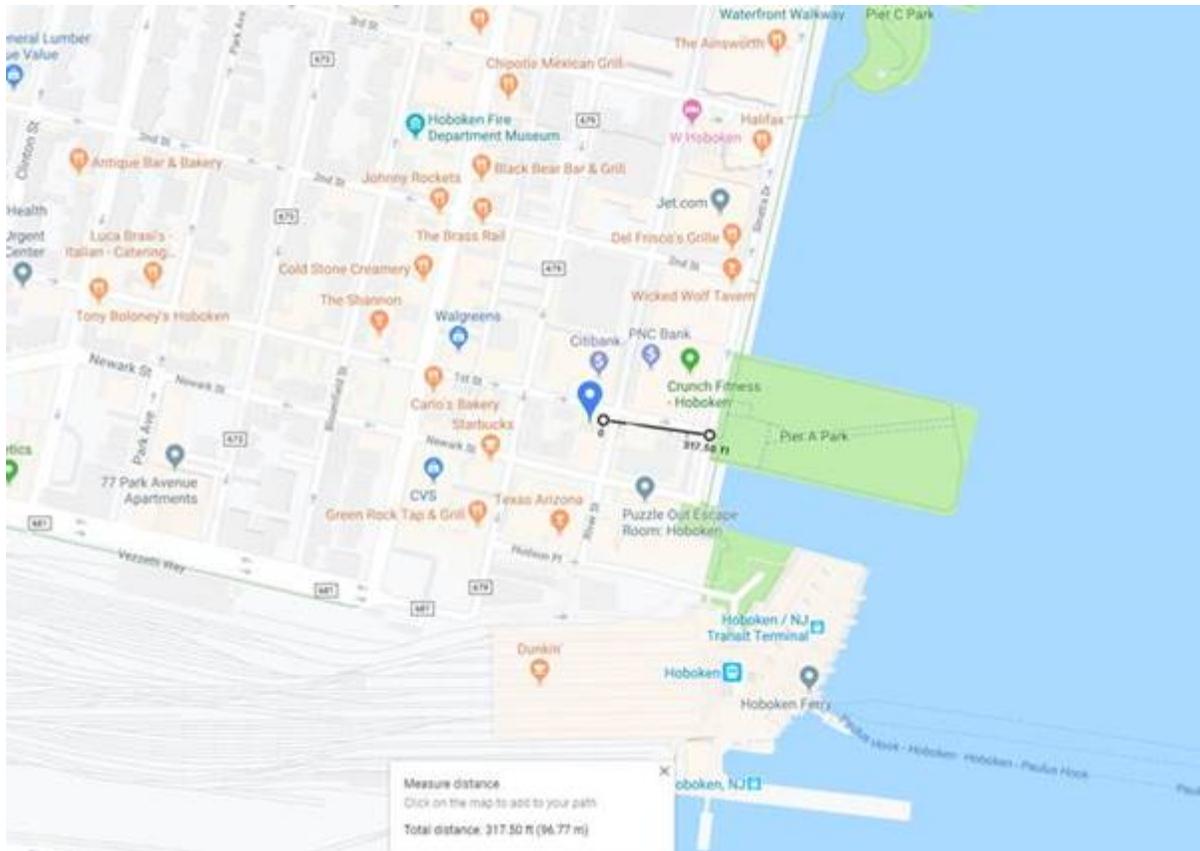
July 18, 2016

Drug-Free Public Housing, Public Park, and Public Building Zones (500' from boundary)



Office of the Business Administrator
City of Hoboken

Specifically, the Property is approximately 317 feet from Pier A Park:



Despite the Property's location within a Drug-Free Public Housing, Public Park, and Public Building zone, CUMMA does not specifically prohibit ATCs from being located within 500 feet of a public park. Although the State's penal code and the City's local ordinance do prohibit the dispensing and distribution of a controlled dangerous substance within 500 feet of a park, these are arguably trumped by CUMMA, which makes the distribution of medicinal marijuana, in the context of a licensed ATC, a legal activity under State law. This is further supported by the fact that there are no local ordinances or codes specifically prohibiting ATCs from operating within 500 feet of a public park.

Based on the foregoing, a medicinal marijuana dispensary would be a permissible use of the Property located at 94 River Street, Hoboken, NJ 07030, as it is located within the CBD district and there are no specific City zoning ordinances or codes that would impose further local restrictions on an ATC dispensary on the Property. Additionally, a dispensary facility on the Property would be in compliance with CUMMA, which prohibits ATCs from being located within 1,000 feet of school property, as the Property clearly falls outside of the City's Drug-Free School Zones. Finally, although the Property appears to fall within the City's Drug-Free Public Housing, Public Park and Public Building Zone Map, since CUMMA legalizes the distribution of medicinal marijuana and neither CUMMA nor any local ordinance prohibits ATCs from being located within 500 feet of a public park, a medicinal marijuana dispensary is still a legal and locally compliant use of the Property. Accordingly, LPS could safely certify this Property as compliant with all local codes and ordinances.

Acrobat Product Version	PDF Version	New Features Affecting Backwards Compatibility
Acrobat 8	PDF 1.7	<ul style="list-style-type: none">▪ Reader Enabled Forms▪ PDF Packages▪ PDF 1.7 XML Forms
Acrobat 7	PDF 1.6	<ul style="list-style-type: none">▪ Reader Enabled Review▪ Security Envelopes▪ XML Forms▪ Embedded multimedia including 3D content▪ Bookmark Compression
Acrobat 6	PDF 1.5	<ul style="list-style-type: none">▪ Linked multimedia
Acrobat 5	PDF 1.4	<ul style="list-style-type: none">▪ OCR Text Layer

Anatomy of a PDF document

This post contains a line by line analysis of the structure of a sample PDF. I wrote it so that I could gain a better understanding of the PDF document. The example PDF is taken from a [simpler explanation by Didier Stevens](#). The rest of the details are filled in by the [Adobe PDF Specification](#). I must admit that much of this post is a gross plagiarism of the PDF Specification and I would describe it merely as a structural change so that a PDF can be explained line by line. There are a lot of topics concerning PDFs which I don't explain or reference because I intended this post only to explain this specific PDF and not all PDFs in general. I have two forms of the PDF available. They are the exact same file with different extensions. There is the [PDF Version](#) and the [TXT Version](#). You should be able to edit these files with a basic text editor such as notepad. The PDF is delicate and relies heavily on byte-offsets, so you should be sure to check the values in your cross-reference table and trailer if you decide to edit the file.

The file structure of a PDF is made up of 4 distinct elements:

- A one-line *header* identifying the version of the PDF and the [PDF Magic Number](#)
- A *body* containing the hierarchical objects that make up the document contained in the file.
- A *cross-reference table* which gives the address about the objects in the file
- A *trailer* giving the location of the cross reference table.

The body is a list of sequential indirect objects and is hierarchical. That is, the objects in the body point to other objects, making a tree-like structure. The root of this tree is called the Document Catalog and it contains references to other important objects throughout the document. An example image from the PDF Specification is shown:



Figure 5 - Structure of a PDF document

An example of a PDF is given below.

```

1  %PDF-1.7
2
3  1 0 obj
4  <<
5    /Type /Catalog
6    /Outlines 2 0 R
7    /Pages 3 0 R
8  >>
9  endobj
10
11 2 0 obj
12 <<
```

```
13 /Type /Outlines
14 /Count 0
15 >>
16 endobj
17
18 3 0 obj
19 <<
20 /Type /Pages
21 /Kids [4 0 R]
22 /Count 1
23 >>
24 endobj
25
26 4 0 obj
27 <<
28 /Type /Page
29 /Parent 3 0 R
30 /MediaBox [0 0 612 792]
31 /Contents 5 0 R
32 /Resources
33 << /ProcSet 6 0 R
34 /Font << /F1 7 0 R >>
35 >>
36 >>
37 endobj
38
39 5 0 obj
40 << /Length 48 >>
41 stream
42 BT
43 /F1 24 Tf
44 100 700 Td
45 (Hello World)Tj
46 ET
47 endstream
48 endobj
49
50 6 0 obj
51 [/PDF /Text]
52 endobj
53
54 7 0 obj
55 <<
56 /Type /Font
57 /Subtype /Type1
58 /Name /F1
59 /BaseFont /Helvetica
60 /Encoding /MacRomanEncoding
61 >>
62 endobj
63
64 xref
65 0 8
66 0000000000 65535 f
67 0000000012 00000 n
68 0000000089 00000 n
69 0000000145 00000 n
70 0000000214 00000 n
71 0000000381 00000 n
72 0000000485 00000 n
73 0000000518 00000 n
74 trailer
75 <<
76 /Size 8
77 /Root 1 0 R
78 >>
79 startxref
80 642
```

81	%%EOF
----	-------

Lets break the PDF down into sections and explain them a little bit more.

This is the one line header section and all it does is declare the file as a PDF file of version 1.7.

Next we have the body of the PDF document. The body is a sequence of objects that make up the document. There are 8 types of objects and each one listed in the body is an indirect object. An indirect object is a labelled object, so that it may be called by other objects. The body of the PDF document is made up of dictionary objects. A dictionary object is an associative table containing pairs of objects (known as *entries*) represented by a *key* and a *value*. The key must be a name and the value may be of any kind (including another dictionary). The keys in a single dictionary must be unique. A dictionary is written as a sequence of key-value pairs enclosed in double angle brackets (<<) and (>>).

Lets take a look at the first object in our file:

<pre> 1 0 obj << /Type /Catalog /Outlines 2 0 R /Pages 3 0 R >> endobj </pre>

Line 3 declares the indirect object and 9 ends it. An indirect object is defined as

```

X Y obj
ExampleObject
endobj

```

- X is referred to as the *object number*
- Y is referred to as the *generation number*. The generation number refers to the generation (version) of the PDF document as PDF documents may be incrementally updated.

Inside the object declaration is the dictionary itself.

- Lines 4 and 8 start and end the dictionary.
- Line 5 describes the type of the dictionary object.

We see that the type is a Catalog type. This is a special (required) type and is the root of the document. The catalog contains references to other objects defining the document's contents, outlines, and other attributes. A Catalog dictionary contains two required entries:

- *Type* always has a value of Catalog (by definition).
- *Pages* points to the object that is the root of the page tree. The page tree contains references to each page, and each page contains references to the content that makes up that page such as strings and images (see image above).

Outlines, an optional entry, references the root of the outline hierarchy. The document outline consists of a tree-structured hierarchy of outline items (sometimes called bookmarks), which serve as a visual table of contents to display the documents structure to the user. Since Outlines and Pages both reference indirect objects, we can see how they are described. The value *2 0 R* refers to an indirect object. This is called an indirect reference. The indirect reference consists of the object number, the generation number and the character R.

Lets look at the next object:

<pre> 2 0 obj </pre>

```

<<
  /Type /Outlines
  /Count 0
>>
endobj

```

This describes the document outline object. We see that this object has object number 2 and generation number 0. In addition the dictionary is described as the Outlines type. Count describes the total number of visible outline items at all levels of the outline.

Next we have object 3 which contains the dictionary for Pages, known as the Page Tree.

```

3 0 obj
<<
  /Type /Pages
  /Kids [4 0 R]
  /Count 1
>>
endobj

```

Page tree nodes are made up of the following:

- *Type* - (Required) which is always Pages for a page tree node.
- *Parent* - (Required - but it is prohibited in the root node) The page tree node that is the immediate parent of this one. We can tell that 3 is the root page tree node because it does not list a *Parent* entry.
- *Kids* - (Required) An array of indirect references to the immediate children of this node. In this case the node has 1 Kid and it is object 4.
- *Count* - (Required) The number of leaf nodes (page objects) that are descendants of this node within the page tree

This brings us to the page object. The source for our one page object is:

```

26 4 0 obj
27 <<
28   /Type /Page
29   /Parent 3 0 R
30   /MediaBox [0 0 612 792]
31   /Contents 5 0 R
32   /Resources
33   << /ProcSet 6 0 R
34       /Font << /F1 7 0 R >>
35   >>
36 >>
37 endobj

```

The page object is a dictionary specifying the attributes of a single page of the document. Lets discuss the entries which have not been described previously.

- *MediaBox* - (Required, inheritable) - Includes a Rectangle Object which describes "bounding boxes" for the object.
- *Contents* (Optional) - A content stream that describe the contents of this page.
- *Resources*(Required, inheritable) - A dictionary containing any resources required by the page. Here we have two entries in resources:
- *ProcSet* - References the object that describes the procedure sets
- *Font* - A dictionary that maps resource names to font dictionaries. In this case a font named F1 located in object 7.

Next we have object 5, which contains the content stream of our page.

```

39 5 0 obj
40 << /Length 48 >>
41 stream
42 BT
43 /F1 24 Tf
44 100 700 Td
45 (Hello World)Tj
46 ET
47 endstream
48 endobj

```

The dictionary in this object describes only the length of the stream.

Next we see how the text is shown. It should be noted that the Text uses operators and operands. The operand (the object that is acted on) precedes the operator. In mathematics, we see this with the square root operator. If 5^2 is written, we know that 5 (the operand) is to be squared (the operator).

- On lines 41 and 47 we see the declaration for starting and ending the stream.
- Line 42 and 46 (BT and ET) begin and end the text object.
- Line 43 specifies the font and font size to use (the operand). *Tf* is the operator and specifies the name of the font resource, that is, an entry in the Font subdictionary of the current resource dictionary.
- Line 44 specifies the starting position for the text on the page. *Td* is a text-positioning operator, and helps determine the location of the text.
- Line 45 contains the String, enclosed in parentheses, to be displayed. *Tj* takes a string operand and paints it using the font and other text related parameters.

Next we look at object 6.

```

6 0 obj
  [/PDF /Text]
endobj

```

We remember that this object was referenced by object 4 (the page node) in the resource dictionary under the *ProcSet* key. The PDF operators used in content streams are grouped into categories of related operators called Procedure Sets. This object holds an array (declared by the right and left brackets []) of two procedure sets called PDF and Text. It should be noted that as of PDF version 1.4 this information is not used by the reader, but is still generated so that older readers may work.

The final object is object 7, shown below.

```

54 7 0 obj
55 <<
56 /Type /Font
57 /Subtype /Type1
58 /Name /F1
59 /BaseFont /Helvetica
60 /Encoding /MacRomanEncoding
61 >>
62 endobj

```

Object 7 was also referenced by object 4 (the page node) in the resources dictionary as the value to the Font key. The entries listed in this object are straightforward, and notice that the name */F1* is the same one referenced throughout the document.

This brings us to the cross-reference table. The cross-reference table lists the information that permits access to indirect objects within the file. Listing the file in this way allows a reader to read parts of the file before reading the entire thing (known as Random Access). The cross-reference table is shown below.

64	xref
65	0 8
66	0000000000 65535 f
67	0000000012 00000 n
68	0000000089 00000 n
69	0000000145 00000 n
70	0000000214 00000 n
71	0000000381 00000 n
72	0000000485 00000 n
73	0000000518 00000 n

Line 64 declares the start of the cross-reference table. The next line introduces the cross-reference subsection. For a file that has never been incrementally updated (such as this one), there will be only one cross-reference subsection. Each cross-reference subsection contains entries for a contiguous range of object numbers. The subsection begins with a line containing two numbers. The first (0 in our case) is the object number of the first object and the second (8) contains the number of objects in that subsection. Lines 66 through 73 contain the cross-reference entries themselves, one per line. Lines are constructed as follows:

- If an entry is *free* ..- The entry should end with an f ..- The first group of 10 numbers should be the (0 padded) object number of the next free object ..- The group of 5 numbers should be the 5-digit generation number
- If an entry is *in use* ..- The entry should end with a u ..- The first group of 10 numbers should be the (0 padded) byte offset in the stream ..- The group of 5 numbers should be the 5-digit generation number

The first entry in the table will always be free and shall have a generation number of 65,535. If it is the only free object (as in our case), it will have 000000000 (itself) as the listing to the next free object.

Finally, the PDF file ends with the file trailer. The file trailer links to the cross-reference table and other special objects.

trailer
<<
/Size 8
/Root 1 0 R
>>
startxref
642
%%EOF

The trailer is declared by the word *trailer*. Next we see the *trailer dictionary*:
 - *Size* - Contains the total number of entries in the file's cross-reference table
 - *Root* - Contains the indirect reference to the root (catalog dictionary) of the document. After the trailer dictionary is the *startxref* keyword, which gives the byte-offset to the xref keyword. Finally, *%%EOF* declares the end of the PDF document.

published on 2012-01-22 by alex



EXPERIENCE MANAGER 6.3 ASSETS ▾

XMP Metadata

Search Adobe Support

[Experience Manager 6.3 Assets User Guide](#) > [Administering](#)

Select an article:

ON THIS PAGE

[What is XMP?](#)[Advantages of XMP](#)[XMP Core Concepts](#)Applies to: **Experience Manager 6.3 Assets**Last Published: **December 1, 2017**

You're viewing help content for version:

[6.5](#) | [6.4](#) | **[6.3](#)** | [6.2](#) | [Older Versions](#)

XMP (Extensible Metadata Platform) is the metadata standard used by AEM Assets for all metadata management. XMP provides a standard format for the creation, processing, and interchange of metadata for a wide variety of applications.

Aside from offering universal metadata encoding that can be embedded into all file formats, XMP provides a rich [content model](#) and is [supported by Adobe](#) and other companies, so that users of XMP in combination with AEM Assets have a powerful platform to build upon.

The [XMP specification](#) is available from Adobe.

What is XMP?

AEM Assets natively supports the XMP - the Extensible Metadata Platform spearheaded by Adobe. XMP is a standard for processing and storing standardized and proprietary metadata in digital assets. XMP is designed to be the common standard that allows multiple applications to work effectively with metadata.

Production professionals, for example, use the built-in XMP support within Adobe's applications to pass information across multiple file formats. The AEM Assets repository extracts the XMP metadata and uses it to manage the content lifecycle and offers the ability to create automation workflows.

XMP standardizes how metadata is defined, created, and processed by providing a data model, a storage model, and schemas. All of these concepts are covered in this section.

All legacy metadata from EXIF, ID3, or Microsoft Office is automatically translated to XMP, which can be extended to support customer-specific metadata schema, such as product catalogs.

Metadata in XMP consists of a set of properties. These properties are always associated with a particular entity referred to as a resource; that is, the properties are “about” the resource. In the case of XMP, the resource is always the asset.

Adobe

Adobe first introduced the XMP standard as part of the Adobe Acrobat software product. Since then, the XMP standard has been widely adopted.

XMP Ecosystem

XMP defines a [metadata](#) model that can be used with any defined set of metadata items. XMP also defines particular [schemas](#) for basic properties useful for recording the history of a resource as it passes through multiple processing steps, from being photographed, [scanned](#), or authored as text, through photo editing steps (such as [cropping](#) or color adjustment), to assembly into a final image. XMP allows each software program or device along the way to add its own information to a digital resource, which can then be retained in the final digital file.

XMP is most commonly serialized and stored using a subset of the [W3C Resource Description Framework](#) (RDF), which is in turn expressed in [XML](#).

Advantages of XMP

XMP has the following advantages over other encoding standards and schemata:

- XMP-based metadata is very powerful and fine-grained.
- XMP lets you have [multiple values for one property](#).
- XMP has standardized encoding, which lets you easily exchange metadata.
- XMP is extensible. You can add additional information into your assets.

Extensible

The XMP standard is designed to be extensible, allowing you to add custom types of metadata into the XMP data. EXIF, on the other hand, does not - it has a fixed list of properties that cannot be extended.

Note:

XMP generally does not allow binary data types to be embedded. To carry binary data in XMP, for example, thumbnail images, they must be encoded in an XML-friendly format such as Base64.

XMP Core Concepts

The following sections describe the core concepts of XMP, including namespaces and schemata, properties and values, and language alternatives.

Namespaces and Schemata

An XMP schema is a set of property names in a common XML namespace that includes the data type and descriptive information. An XMP schema is identified by its XML namespace URI. Using namespaces prevents conflicts between properties in different schemas that have the same name but a different meaning.

For example, the **Creator** property in two independently designed schemas might mean the person who created the asset or it could mean the application that created the asset (for example, Adobe Photoshop).

Properties and Values

XMP may include properties from one or more of the schemas.

For example, a typical subset used by many Adobe applications might include the following:

- Dublin core schema: dc:title, dc:creator, dc:subject, dc:format, dc:rights
- XMP basic schema: xmp:CreateDate, xmp:CreatorTool, xmp:ModifyDate, xmp:metadataDate
- XMP rights management schema: xmpRights:WebStatement, xmpRights:Marked
- XMP media management schema: xmpMM:DocumentID

Language Alternatives

XMP offers you the ability to add an **xml:lang** property to text properties to specify the language of the text.



Twitter™ and Facebook posts are not covered under the terms

of Creative Commons.

[Legal Notices](#) | [Online Privacy Policy](#)



EXPERIENCE MANAGER 6.3 ASSETS

[^ Back to top](#)

[< See all apps](#)

[Learn & Support](#)

[User Guide](#)

[Tutorials](#)

Ask the Community

Post questions and get answers from experts.

[Ask now](#)

Contact Us

Real help from real people.

[Start now](#)

Was this page helpful? Yes No



Products

Blogs & Community

Support

Adobe

[Change region](#) ▼

Copyright © 2019 Adobe. All rights reserved. / [Privacy](#) / [Terms of Use](#) / [Cookies](#) / [▶ AdChoices](#)