

No. 21-1795

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

MATTHEW JOHNSON, *et al.*,
Appellants,

v.

GOVERNOR OF NEW JERSEY, *et al.*,
Appellees.

On Appeal from the United States District Court for the District of New Jersey
No. 1:20-cv-06750, the Honorable Noel L. Hillman

APPELLANTS' APPENDIX
Vol. 2 (Pages 45 – 215)

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

MATTHEW JOHNSON,

Plaintiff,

v.

PHILIP D. MURPHY, in his official
capacity as Governor of New Jersey;
GURBIR S. GREWAL, in
his official capacity as New Jersey Attorney
General; and JUDITH M. PERSICHILLI, in
her official capacity as Commissioner of the
New Jersey Department of Health,

Defendants.

HON. NOEL L. HILLMAN, U.S.D.J.
HON. JOEL SCHNEIDER, U.S.M.J.

Civil Action No.
1:20-cv-06750-NLH-JS

**PLAINTIFF'S UNOPPOSED
MOTION FOR LEAVE TO FILE
AN AMENDED VERIFIED
COMPLAINT FOR DECLARATORY
JUDGMENT AND
INJUNCTIVE RELIEF**

Pursuant to Rule 15 of the Federal Rules of Civil Procedure and Local Civil Rule 15.1, Plaintiff Matthew Johnson respectfully moves the Court for leave to file the attached Proposed Amended Verified Complaint for Declaratory and Judgment and Injunctive Relief (“Proposed Amended Verified Complaint”).

Plaintiff filed his Verified Complaint, ECF No. 1, on June 2, 2020, alleging that Executive Order 128 unilaterally and unconstitutionally alters private contractual relationships by interfering with contractual obligations and waiving duly enacted laws. *See* ECF No. 1, ¶¶ 53-186. On June 24, 2020, pursuant to L. Civ. R. 6.1(b), all Defendants sought a clerk’s extension to answer, move, or otherwise reply to July 9, 2020. *Id.* The Defendants’ application for extension was granted.

The parties met and conferred on June 25, 2020. The Defendants consented to Plaintiff’s present motion and his filing a Proposed Amended Verified Complaint. Plaintiff consented to extending the Defendants’ time to answer, move, or otherwise reply to July 28, 2020.

Through the Proposed Amended Verified Complaint, Plaintiff seeks to add eight new Plaintiffs who own and rent out three residential properties in the State of New Jersey and have been harmed by Defendant Philip D. Murphy’s Executive Order 128. *See* ECF No. 1, ¶¶ 53-71; *cf.* ECF No. 1, ¶¶ 72-109. Executive Order 128 “purported to ‘waive[] provisions of statutory law that prohibit the use of security deposits for rental payments, enabling tenants to instruct landlords to use their security deposits to offset rent or back rent.’” ECF No. 1, ¶ 53 (citation omitted). Plaintiff also seeks to add additional factual allegations regarding statements made by Defendant Philip D. Murphy.

Proposed Plaintiffs Charles Kravitz and Dawn Johanson-Kravitz are residents of Mullica Hill, New Jersey. They own and operate Little Harry’s LLC, which leases a residential property that the Kravitzes own in Glassboro, New Jersey. The Kravitzes rented the property pursuant to the terms of a written lease agreement entered into on August 3, 2019.

Proposed Plaintiffs Margarita Johnson and John Johnson are residents of Vineland, New Jersey. They own and operate Two Bears Property Management and are co-trustees of the Johnson Trust, which owns a residential property in Vineland, New Jersey. The Johnsons rent the property pursuant to the terms of a written lease agreement entered into on July 31, 2017.

Finally, Proposed Plaintiff Andrew Van Hook is a resident of Millville, New Jersey. He is the managing member of Union Lake Enterprises, LLC, which owns a residential property in Millville, New Jersey. Union Lake Enterprises, LLC rents such residential property pursuant to the terms of a written lease agreement entered into on June 22, 2020, which replaced the terms of the prior leases the parties had agreed to on June 26, 2018.

Rule 15 provides that “a party may amend its pleading only with the opposing party’s written consent or the court’s leave” and “[t]he court should freely give leave when justice so requires.” Fed. R. Civ. P. 15(a)(2). Permitting the Plaintiff to file the Proposed Amended Verified Complaint would not cause any substantial or undue prejudice or delay. Defendants consented to the Plaintiff filing the present motion and to filing the Proposed Amended Verified Complaint.

For all the reasons stated above, Plaintiff respectfully requests that the Court grant Plaintiff leave to file the attached Amended Complaint and to extend the Defendants’ time to answer, move, or otherwise reply to July 28, 2020. A proposed consent order is attached.

Dated: June 30, 2020

Respectfully Submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2020, I electronically filed the foregoing Motion, Proposed Order, Proposed Amended Verified Complaint, red-lined Proposed Amended Verified Complaint with the Clerk of Court using the CM/ECF system, which will send electronic notification of such filing to all counsel of record.

Kara Rollins

KARA ROLLINS (ATTORNEY ID 107002014)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

MATTHEW JOHNSON;

Plaintiff,

v.

PHILIP D. MURPHY, in his official
capacity as Governor of New Jersey;
GURBIR S. GREWAL, in
his official capacity as New Jersey Attorney
General; and JUDITH M. PERSICHILLI, in
her official capacity as Commissioner of the
New Jersey Department of Health,

Defendants.

HON. NOEL L. HILLMAN, U.S.D.J.
HON. JOEL SCHNEIDER, U.S.M.J.

Civil Action No.
1:20-cv-06750-NLH-JS

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR
LEAVE TO FILE AN AMENDED VERIFIED COMPLAINT FOR DECLARATORY
JUDGMENT AND INJUNCTIVE RELIEF**

Upon consideration of the Plaintiff’s Motion for Leave to File an Amended Verified
Complaint for Declaratory Judgment and Injunctive Relief, it is hereby

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the time for all Defendants to answer, move, or otherwise reply is extended
to July 28, 2020.

Dated:

Noel L. Hillman
United States District Judge

NEW CIVIL LIBERTIES ALLIANCE
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

MATTHEW JOHNSON; CHARLES
KRAVITZ, DAWN JOHANSON-
KRAVITZ, and LITTLE HARRY'S LLC;
MARGARITA JOHNSON, JOHN
JOHNSON, and TWO BEARS
PROPERTY MANAGEMENT; and
ANDREW VAN HOOK and UNION
LAKE ENTERPRISES, LLC,

Plaintiffs,

v.

PHILIP D. MURPHY, in his official
capacity as Governor of New Jersey;
GURBIR S. GREWAL, in
his official capacity as New Jersey Attorney
General; and JUDITH M. PERSICHILLI, in
her official capacity as Commissioner of the
New Jersey Department of Health,

Defendants.

HON. NOEL L. HILLMAN, U.S.D.J.
HON. JOEL SCHNEIDER, U.S.M.J.

Civil Action No.
1:20-cv-06750-NLH-JS

**AMENDED VERIFIED COMPLAINT
FOR DECLARATORY JUDGMENT
AND INJUNCTIVE RELIEF**

[JURY TRIAL DEMANDED]

Plaintiffs Matthew Johnson; Charles Kravitz, Dawn Johanson-Kravitz, and Little Harry's LLC; Margarita Johnson, John Johnson, and Two Bears Property Management; and Andrew Van Hook and Union Lake Enterprises, LLC, submit this Verified Complaint for Declaratory Judgment and request for a Permanent Injunction to end Defendant Governor Philip D. Murphy's unlawful and unconstitutional Executive Order 128 ("EO 128" or the "Challenged Order"). The Challenged Order impairs Johnson's right to contract, exceeds the Governor's power, and violates the Constitutions of the United States and New Jersey. For the purposes of receiving service, Governor Murphy and Attorney General Gurbir S. Grewal are both located at 25 Market Street, Trenton, NJ 08625, and Commissioner Judith M. Persichilli is located at 369 South Warren Street, Trenton, NJ 08608. In support of this request Johnson claims and avers as follows:

INTRODUCTORY STATEMENT

The outbreak of COVID-19 hit New Jersey especially hard. Governor Murphy has responded to the health threat posed by COVID-19 by issuing over 45 executive orders. This action challenges one of them. More specifically, this lawsuit challenges Governor Murphy's April 24, 2020, Executive Order 128, which purports to waive laws governing security deposits for residential leasehold contracts. In addition to unlawfully suspending the applicability of duly enacted laws, the Governor's order modified the rights and obligations of residential landlords and tenants who had mutually and voluntarily entered into contracts that required deposits to secure rental properties against the risk of damage. To make matters worse, Executive Order 128 also *criminalized* adhering to the terms of landlords' then-existing leasehold contracts and to lawfully adopted statutes governing such contracts. In issuing EO 128, the Governor purportedly waived these contracts and the statutory requirements contained therein without the consent of the contracting parties or the state legislature.

Put simply, this case is about the Governor's abuse of power. In excess of any authority granted by the citizens of New Jersey and the New Jersey Legislature, Governor Murphy has interfered

with the contractual rights and obligations of private citizens. The question at hand is not whether one agrees or disagrees with the Governor's policy prescriptions, or whether they are effective or ineffective in addressing some of the impacts of COVID-19. This case instead goes to the heart of our constitutional form of government and the separation of powers. This case focuses explicitly on whether the New Jersey Governor can rely on his own declared public-health emergency to assume authority the legislature never granted to waive or amend provisions in private contracts and to override and amend explicit statutory provisions as he chooses.

Plaintiffs own residential rental properties in Southern New Jersey. When the Plaintiffs leased those properties, they each negotiated with their tenants to ensure that their tenants each paid a security deposit that would secure and protect the Plaintiffs' rental properties against any damage during the tenancies. Executive Order 128 interferes with these agreements and nullifies the Plaintiffs' rights and entitlements under the leases that the Plaintiffs privately and voluntarily negotiated with their tenants. In a time of nationwide economic insecurity, Governor Murphy has unilaterally singled out one type of property owner—residential landlords—and canceled the security that protects their property from physical damage.

Adherence to the rule of law provides New Jerseyans with security during a crisis. Governor Murphy's Executive Order 128 does not advance or protect the rule of law; it instead undermines property rights and faith in the duly enacted laws by which we are governed.

We have been taught since our very first civics courses in elementary school that our form of government is unique and that no one branch of our government can assume the authority and responsibility of another. We have also been taught that we have the right to contract with our fellow man, and that courts will enforce such contractual terms as agreed to by the parties. These foundational truths have held fast during numerous crises throughout our history. We cannot abandon them now.

All legitimate authority in New Jersey flows from the people, as it is the people who vested the legislative power in the Senate and General Assembly. The people have never imbued the Governor with the constitutional authority to enact, waive, amend, or repeal laws, and a state of emergency cannot and does not increase the Governor's authority beyond the scope of his power as granted by the Constitutions of the United States and New Jersey and duly enacted state statutes.

Plaintiffs ask this Court to carry out and protect our constitutional framework. Plaintiffs seek an order from this Court declaring that Governor Murphy does not have the power to issue Executive Order 128 and that he does not have the power to interfere with leasehold contracts or to waive statutory law. A ruling in the Plaintiffs' favor will restore and protect the rule of law on which New Jersey landlords, tenants, and all New Jerseyans depend.

JURISDICTION AND VENUE

1. Pursuant to 28 U.S.C. §§ 1331, 1343, and 42 U.S. §§ 1983 and 1988, this Court has subject-matter jurisdiction over this action, which involves questions arising under the United States Constitution and seeks to redress the deprivation, under color of state law, of rights, privileges, and immunities secured thereby. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) to the extent a claim may allege or may be construed to allege a claim under New Jersey law.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, as the events giving rise to the Plaintiffs' causes of action arose or exist in this District.

PARTIES

3. Plaintiff Matthew Johnson is a resident of Vineland, New Jersey. He owns a residential property in Cherry Hill, New Jersey, which he rents pursuant to the terms of a written lease agreement entered into on October 2, 2018, which replaced the terms of the prior leases the parties had agreed to on October 27, 2017, and July 21, 2014. (A copy of the Deed dated July 13, 2009, is attached as

Exhibit 1; a copy of the 2014, 2017, and 2018 Lease Agreements are attached as Exhibits 2, 3 and 4 respectively).

4. Plaintiffs Charles Kravitz and Dawn Johanson-Kravitz are residents of Mullica Hill, New Jersey. They own and operate Little Harry's LLC, which leases a residential property that the Kravitzes own in Glassboro, New Jersey. The Kravitzes rented the property pursuant to the terms of a written lease agreement entered into on August 3, 2019. (A copy of the Deed dated February 11, 2019, is attached as Exhibit 5; and, a copy of the 2019 Lease Agreement is attached as Exhibit 6).

5. Plaintiffs Margarita Johnson and John Johnson are residents of Vineland, New Jersey. They own and operate Two Bears Property Management and are co-trustees of the Johnson Trust, which owns a residential property in Vineland, New Jersey. The Johnsons rent the property pursuant to the terms of a written lease agreement entered into on July 31, 2017. (A copy of the Deed dated October 16, 2019, is attached as Exhibit 7; and a copy of the 2017 Lease Agreement is attached as Exhibit 8).

6. Plaintiff Andrew Van Hook is a resident of Millville, New Jersey. He is the managing member of Union Lake Enterprises, LLC, which owns a residential property in Millville, New Jersey. Union Lake Enterprises, LLC rents such residential property pursuant to the terms of a written lease agreement entered into on June 22, 2020, which replaced the terms of the prior leases the parties had agreed to on June 26, 2018. (A copy of the Deed dated October 20, 2006, is attached as Exhibit 9; a copy of the 2018 Lease Agreement and 2020 Addendum are attached as Exhibits 10 and 11, respectively).

7. Defendant Philip D. Murphy is the Governor of the State of New Jersey. He is sued in his official capacity.

8. Defendant Gurbir S. Grewal is the Attorney General of the State of New Jersey. He is sued in his official capacity.

9. Defendant Judith M. Persichilli is the Commissioner of the New Jersey Department of Health. She is sued in her official capacity.

STATEMENT OF FACTS

A. Plaintiffs and Their Tenants Voluntarily Contracted for Residential Leases that Required Security Deposits

1. Facts Specific to Plaintiff Matthew Johnson

10. Mr. Johnson owns Unit 312 of Barclay Towers Condominiums located in the Township of Cherry Hill in Camden County, New Jersey (the “Barclay Towers Property”). (*See* Exhibit 1).

11. Since 2014, Mr. Johnson has rented his Property to the “Barclay Tenant”¹ pursuant to a series of residential lease agreements. (*See* Exhibits 2 and 3).

12. Mr. Johnson and his Barclay Tenant first executed a lease for the Barclay Towers Property on July 21, 2014, for a term of one year, with such lease to begin on August 1, 2014 (the “2014 Barclay Lease”). (Exhibit 2, ¶ 1).

13. The 2014 Barclay Lease required the Barclay Tenant to pay a security deposit of \$1,200. (Exhibit 2, ¶ 3). The monthly rent was \$800 for the first year of the lease and increased to \$900 per month after the first year, on a month-to-month basis, if the tenant chose to remain on the Barclay Towers Property with Mr. Johnson’s permission. (Exhibit 2, ¶¶ 2, 16).

14. The 2014 Barclay Lease required the Barclay Tenant to pay a security deposit of \$1,200 “as security for damage caused to the [property]” during the tenancy. (Exhibit 2, ¶ 3).

¹ To protect the privacy of Mr. Johnson’s tenant, who is not a party to this lawsuit, this Complaint will refer to him as the “Barclay Tenant.”

15. The 2014 Barclay Lease worked well for both Mr. Johnson and the Barclay Tenant, and they chose to continue the rental agreement on a month-to-month basis until October 2017. (*See* Exhibit 3).

16. Mr. Johnson and the Barclay Tenant updated their lease agreement on October 27, 2017 (“2017 Barclay Lease”). The 2017 Barclay Lease provided for monthly rent of \$850 for the first year of the lease and was set to increase to \$900 per month, on a month-to-month basis, after the first year, if the Barclay Tenant chose to remain on the Property with Mr. Johnson’s permission. (Exhibit 3, ¶¶ 2, 17).

17. Like the 2014 Barclay Lease, the 2017 iteration provided for a security deposit. Specifically, the agreement required the Tenant to pay a \$600 deposit “as security for any damage caused to the [Barclay Towers Property]” during the tenancy. (Exhibit 3, ¶ 3).

18. On October 2, 2018, the parties once again modified the terms of their rental agreement by executing a new lease agreement (the “2018 Barclay Lease”). (*See* Exhibit 4).

19. The 2018 Barclay Lease currently governs the parties’ contractual relationship.

20. According to the terms of the 2018 Barclay Lease, Mr. Johnson and the Barclay Tenant agreed to certain covenants and obligations:

a. The Barclay Tenant agreed to lease the Property for one year for \$9,900, payable on the first of each month in equal installments of \$825. (Exhibit 4, ¶ 1-2). This monthly payment of \$825 included the cost of utilities. (Exhibit 4, ¶ 10).

b. After one year elapsed, the 2018 Lease allowed the Barclay Tenant to remain in possession of the Barclay Towers Property with Mr. Johnson’s consent, in which case, under the terms of the lease, a month-to-month tenancy would be created. (Exhibit 4, ¶ 16). Once the lease transitioned to month-to-month, the rent would increase to \$875 per month and

either party could terminate the 2018 Lease by giving 15 days' written notice. (Exhibit 4, ¶ 16).

c. If the Barclay Tenant failed to comply with any material provision of the 2018 Lease or any statutorily imposed duties, the lease specified that Mr. Johnson could terminate the lease after providing seven days' notice of the Barclay Tenant's non-compliance. (Exhibit 4, ¶ 20).

d. If the Barclay Tenant failed to pay rent for five business days of when due, Mr. Johnson could charge a \$25 late fee. (Exhibit 4, ¶ 21). If the Barclay Tenant failed to pay rent for more than seven days, the 2018 Lease provides that Mr. Johnson could declare the tenant in default and declare the remaining balance of rent due under the lease to be payable immediately. (Exhibit 4, ¶ 20).

e. The 2018 Barclay Lease also included a "Modification" clause, by which the parties "agree[d] that [the lease] contains the entire agreement between the parties and [the lease] shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties [to the lease]." (Exhibit 4, ¶ 31).

21. Importantly for this case, the 2018 Barclay Lease also set out the terms governing the parties' rights and obligations with respect to the security deposit due under the lease. Specifically, Paragraph 3 provides as follows:

SECURITY DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of SIX HUNDRED DOLLARS (\$600) payable on November 1st, 2018, as security for any damage caused to the [Property] during the term hereof.

Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit, less any service fees charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's lease in case or as a credit towards rent due. Further, Landlord will annually notify Tenant of certain information concerning the security deposit: the name of the bank where the security deposit is held, the type of account in which the

funds are deposited, and the account's interest rate. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year. *Timing of Return of Security Deposit.* Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

(Exhibit 4, ¶ 3) (underlined emphasis added).

2. Facts Specific to the Kravitzes

22. The Kravitzes own a residential property located at 611 Heston Road in Glassboro, Gloucester County, New Jersey (the "Glassboro Property"). (*See* Exhibit 5). The Glassboro Property is located near Rowan University.

23. On August 3, 2019, the Kravitzes rented the Glassboro Property to four students at Rowan University, the "Rowan Tenants,"² pursuant to a residential lease agreement (the "Glassboro Lease"). (*See* Exhibit 6).

24. According to the terms of the Glassboro Lease, the parties agreed to certain covenants and obligations:

- a. The Rowan Tenants agreed to lease the Glassboro Property from August 15, 2019 through June 1, 2020.
- b. The Rowan Tenants would pay \$2,000 per month in rent.
- c. The lease required the Rowan Tenants to pay a security deposit of \$2,000 on the execution of the lease. The Kravitzes would "hold the Security Deposit in an interest bearing account" and "return the Security deposit at the end of th[e] tenancy, less such

² To protect the privacy of the Kravitzes tenants, who are not parties to this lawsuit, this Complaint will refer to them collectively as the "Rowan Tenants" and individually as "Mr. Doe(s) 1-4."

deductions as provided in th[e] Lease” except that “no deduction w[ould] be made for damage due to reasonable wear and tear nor for any deduction prohibited by law.”

d. The Glassboro Lease also specified that the Kravitzes may charge their tenants “or make deductions from the Security Deposit” to cover the following costs:

i. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

ii. Repainting requires to repair the results of any other improper or excessive damage by the Tenant;

iii. Unplugging toilets, sinks, and drains;

iv. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures;

v. Repairing cuts, burns, or water damage to floors, rugs, or other areas;

vi. Any other repairs or cleaning due to any damage beyond normal wear and tear;

vii. The cost of extermination if the tenants brought or allowed insects into the property;

viii. Repairs and replacements required because the tenants left open windows and allowed rain or water damage; and

ix. Replacement of locks and/or lost keys if the tenants misplaced their keys;

x. Professional carpet cleaning if the tenants have not made arrangements for professional cleaning and repairs

e. The Glassboro Lease also specified that the Rowan Tenants “may not use the Security Deposit as payment for Rent.”

f. The Kravitzes return the Security Deposit “less any proper deductions” “[w]ithin the time period required by law and after termination” of the Glassboro Lease.

g. The Glassboro Lease made the Rowan Tenants jointly and severally liable “for each other’s acts, omission and liabilities” under the lease.

h. The Glassboro Lease also provided that “[a]ny waiver by the Landlord of any failure by the Tenant(s) to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord’s rights under the lease ... and will not defeat or affect in any way the Landlord’s rights in respect [to] any subsequent default or breach.”

3. Facts Specific to the Johnsons

25. In the early 2000s, the Johnsons purchased a residential property located at 728 South 6th Street, Unit A in the City of Vineland, Cumberland County, New Jersey (the “Sixth Street Property”). (*See* Exhibit 7).³ The Sixth Street Property is a duplex.

26. At the time of purchase, the Sixth Street Property was occupied by a tenant, the “Sixth Street Tenant,”⁴ who has continued to occupy the unit since that time.

27. On July 31, 2017, the Johnsons continued the rental relationship with the Sixth Street Tenant and executed a new residential lease agreement (the “Sixth Street Lease”). *See* (Exhibit 8).

28. According to the terms of the Sixth Street Lease, the parties agreed to certain covenants and obligations:

a. The Sixth Street Tenant agreed to lease the Sixth Street Property from August 1, 2017, through July 31, 2019. The Johnsons and the Sixth Street Tenant continue to operate under the terms of the S. 6th St. Lease on a month-to-month tenancy.

b. The Sixth Street Tenant would pay \$820 per month in rent.

³ On October 16, 2019, the Johnsons transferred their ownership interest in the Sixth Street Property into the Johnson Family Trust and retained for themselves a life estate in the property. The Johnsons are co-trustees of the Johnson Family Trust.

⁴ To protect the privacy of the Johnsons’ tenant, who is not a party to this lawsuit, this Complaint will refer to her as the “Sixth Street Tenant.”

c. The lease required the Sixth Street Tenant to pay a security deposit of \$1,230 on the execution of the lease. (Exhibit 8, ¶ 5).

d. The Sixth Street Lease also specified that the Johnsons may charge their tenant for “[t]he cost of all damages; to include materials, labor and any applicable taxes” (Exhibit 8, ¶¶ 16A, 20A).

e. If the Sixth Street Tenant failed to comply with any material provision of the Sixth Street Lease or any statutorily imposed duties, the lease specified that the Johnsons could terminate the lease after providing seven days’ notice of the tenant’s non-compliance. (Exhibit 8, ¶ 20).

f. If the Sixth Street Tenant failed to pay rent in full by the 20th day of the month, the Sixth Street Lease “[would] be considered terminated, unless a prior written agreement is signed by” the parties. In the instance of default, the Sixth Street Lease includes provisions making the Sixth Street Tenant responsible for certain costs related to any legal action arising out of a default. (Exhibit 8, ¶ 36.1.)

29. The Sixth Street Lease also set out the terms governing the parties’ rights and obligations with respect to the security deposit due under the lease. Specifically, Paragraph 5 provides as follows:

SECURITY DEPOSIT. On execution of this lease, Lessee deposits with Lessor One Thousand Two Hundred Thirty Dollars (\$1230.00), the sum equal to one and one-half (1.5) months rent, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, with interest except where required by law, on the full and faithful performance by them of the provisions hereof.

(Exhibit 8, ¶ 5).

30. The Sixth Street Lease provides that the security deposit “has been placed in a savings account gaining interest.” (Exhibit 8, ¶ 19).

4. Facts Specific to Mr. Van Hook

31. Mr. Van Hook is the managing member of Union Lake Enterprises, LLC, which owns a residential propriety located at 726 Whitaker Avenue in Millville, Cumberland County, New Jersey (the “Millville Property”). (See Exhibit 9).

32. On June 22, 2018, Union Lake by and through Mr. Van Hook rented the Union Lake Property to the “Millville Tenant”⁵ pursuant to a residential lease agreement (the “Millville Lease”). (See Exhibit 10).

33. According to the terms of the Millville Lease, the parties agreed to certain covenants and obligations:

a. The Millville Tenant agreed to initially lease the Millville Property from August 1, 2018, through June 30, 2020.

b. The Millville Tenant would pay \$1,450 per month in rent.

c. The lease required the Millville Tenant to pay a security deposit of \$2,175 on the execution of the lease “to assure that the [Millville] Tenant performs all of the Tenant’s obligations under [the] Lease.”

d. The Millville Lease also specified that the tenant must:

i. maintain the lawn;

ii. conduct ordinary maintenance;

iii. replace the carpet if such action is a necessary result of the Millville Tenant or her pets;

iv. pay “for all repairs, replacements and damages caused by the act or neglect of the Tenant;”

⁵ To protect the privacy of Mr. Van Hook’s tenant, who is not a party to this lawsuit, this Complaint will refer to her as the “Millville Tenant.”

- v. clean the property prior to vacating;
 - vi. repair any damage prior to vacating; and,
 - vii. return the property “in the same condition as it was at the beginning of the Term, except for normal wear and tear.”
- e. After the initial term elapsed, the Union Lake Enterprises by and through Mr. Van Hook and the Millville Tenant executed an addendum to the Millville Lease which extends the terms of the Millville Lease “for an additional twelve (12) months until June 30, 2021.” (Exhibit 11).
- f. If the Millville Tenant violated the terms of the Millville Lease, Union Lake Enterprises could terminate the lease through eviction proceedings. (Exhibit 10, ¶ 12).
- g. If the Millville Tenant failed to pay by the 5th of the month, Union Lake Enterprises could charge a \$45 + \$5/day late fee. (Exhibit 10, ¶ 7).
- h. The Millville Lease also includes a provision stating that the “[l]ease can only be changed in writing by an agreement signed” by both parties. (Exhibit 10, ¶ 32).

34. The Millville Lease also set out the terms governing the parties’ rights and obligations with respect to the security deposit due under the lease. Specifically, Paragraph 6 provides as follows:

SECURITY DEPOSIT: Tenant shall pay to the Landlord the sum of \$2,175.00 (the “Security Deposit” which cannot exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant’s obligations under this Lease. If the Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the “Act”), unless this Lease is for owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any attempt to waive the requirements of the Act is prohibited and void as a matter of law.

The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account within 30 days of each of the following: (a) the Landlord’s receipt of

the Security Deposit from the Tenant; (b) the Landlord moving the deposit from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest payment); or (c) the transfer or conveyance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January 31.

The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as well as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments, giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. **Within 30 days of the termination of this Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Landlord for damages to the Property resulting from the Tenant's occupancy.** The interest and deductions shall be itemized in a statement by the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified mail. **The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.**

(Exhibit 10, ¶ 6) (emphasis added).

B. COVID-19 Is a Threat to the Health and Welfare of New Jersey Residents

35. The novel coronavirus COVID-19 is a serious and contagious viral disease spread mainly through close contact from person-to-person. *How to Protect Yourself & Others*, Ctrs. For Disease Ctrl. (Apr. 24, 2020), available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>.

36. The first case of COVID-19 in New Jersey was confirmed on March 4, 2020. *COVID-19 Confirmed Case Summary*, N.J. Dep't of Health 5 (May 27, 2020), available at

https://www.nj.gov/health/cd/documents/topics/NCOV/COVID_Confirmed_Case_Summary.pdf.

37. By March 9, 2020, there were 35 confirmed and presumptive cases of COVID-19 in New Jersey. Murphy Exec. Order No. 103 (Mar. 9, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-103.pdf>.

38. As of June 28, 2020, New Jersey had 171,182 lab-confirmed cases of COVID-19. *NJ COVID-19 Data Dashboard*, Official Site of the State of New Jersey (June 28, 2020), *available at* <https://covid19.nj.gov/#live-updates>.

C. Governor Murphy Declares a State of Emergency in Response to COVID-19

39. On March 9, 2020, Governor Murphy issued Executive Order No. 103, declaring a public health emergency and state of emergency in New Jersey. Murphy Exec. Order No. 103.

40. The stated purpose of the Governor’s order was “to protect the health, safety and welfare of the people of the State of New Jersey[.]” *Id.* at 4.

41. As authority to declare a state of emergency through Executive Order 103, Governor Murphy relied on “the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4 and all amendments and supplements thereto[.]” *Id.*

42. The Governor’s stated justification for the first state of emergency declaration was N.J.S.A. 26:13-1 et seq., the “Emergency Health Powers Act.”

43. The Emergency Health Powers Act permits the Governor, “in consultation with the [Commissioner of Health] and the Director of the State Office of Emergency Management” to “declare a public health emergency.” N.J.S.A. 26:13-3.

44. A “public health emergency” is “an occurrence or imminent threat of an occurrence” that “is caused or is reasonably believed to be caused by” several biological threats, including “ the

appearance of a novel or previously controlled or eradicated biological agent[.]” and “poses a high probability of ... a large number of deaths, illness, or injury” or “a large number of serious or long-term impairments” or that “poses a significant risk of substantial future harm to a large number of people[.]” N.J.S.A. 26:13-2.

45. Section 13-3 of Title 26 requires any order by the Governor declaring a public health emergency to specify: “(1) the nature of the public health emergency; (2) the geographic area subject to the declaration; (3) the conditions that have brought about the public health emergency to the extent known; and (4) the expected duration of the public health emergency, if less than 30 days.”

46. Any public health emergency “terminate[s] automatically after 30 days unless renewed by the Governor under the same standards and procedures” set out in ¶ 45 of this Complaint. N.J.S.A. 26:13-3(b).

47. Once the Governor has declared a public health emergency under 26:13-1 *et seq.*, the Act grants certain specific, health-related authority to the Governor and the Commissioner of the New Jersey Department of Health, *see* N.J.S.A. 26:13-2, including the authority to: (1) investigate the health event, N.J.S.A. 26:13-4, 13-5; (2) establish a registry of available health-care workers, N.J.S.A. 26:13-6; (3) provide for the safe disposition of human remains, N.J.S.A. 26:13-7; (4) “close, compel the evacuation of, or denominate” facilities that “may endanger the public health,” N.J.S.A. 26:13-8; (5) dispose of infectious waste, N.J.S.A. 26:13-10; (6) control the supply and distribution of pharmaceutical agents, N.J.S.A. 26:13-11; (7) prevent transmission of the disease, N.J.S.A. 26:13-12; (8) require persons to submit to testing, N.J.S.A. 26:13-13; (9) require the vaccination, treatment, decontamination, isolation, or quarantine of persons, N.J.S.A. 26:13-14, -15; (10) educate the public about the efficacy of vaccines, N.J.S.A. 26:13-23; (11) reinstate the employment of persons who were isolated or quarantined, N.J.S.A. 26:13-16; (12) access and disclose medical records in certain circumstances, N.J.S.A. 26:13-17; (13) disseminate information about food-access programs, N.J.S.A.

26:13-17.1; (14) require the assistance of health-care workers, N.J.S.A. 26:13-18; (15) provide for potassium iodine in case of a radiological emergency, N.J.S.A. 26:13-20; and (16) administer a Biological Agent registry, N.J.S.A. 26:13-22.

48. In addition to certain powers to control health-care facilities, the Governor or the commissioner may also “procure, by condemnation or otherwise, subject to the payment of reasonable costs” to “construct, lease, transport, store, maintain, renovate or distribute property and facilities as may be reasonable and necessary to respond to the public health emergency[.]” N.J.S.A. 26:13-9. “Such property and facilities include, but are not limited to, communication devices, carriers, real estate, food and clothing.” *Id.*

49. The Governor or the commissioner may also “inspect, control, restrict, and regulate by rationing and using quotas, prohibitions on shipments, allocation or other means, the use, sale, dispensing, distribution or transportation of food, clothing and other commodities, as may be reasonable and necessary to the public health emergency.” *Id.*

50. The Governor or the commissioner also has the authority to restrict the movement of persons “if such action is reasonable and necessary to respond to the public health emergency.” *Id.*

51. Governor Murphy’s second justification for issuing the Executive Order is N.J.S.A. 38A:3-6.1, which governs “[a]id to localities in circumstances which threaten or endanger public health, safety, or welfare.” This provision authorizes the Governor “to order active duty, with or without pay, in State service, such members of the New Jersey National Guard ... to provide aid to localities in circumstances which threaten or are a danger to public health, safety or welfare.” *Id.*

52. Governor Murphy’s third justification for issuing the Executive Order is N.J.S.A. 38A:2-4, which authorizes the Governor, “in case of insurrection, invasion, tumult, riot, breach of peace, natural disaster, or imminent danger to public safety,” to “order to active duty all or any part of the militia that he may deem necessary.”

D. Governor Murphy Issued Scores of Executive Orders and Extended the Public Health Emergency Several Times

53. Between March 9, 2020, when Governor Murphy declared a state of emergency, and June 26, 2020, Governor Murphy issued another 55 executive orders relating to COVID-19. *See* Murphy Exec. Order No. 157 (June 26, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-157.pdf>.

54. In one such order, Executive Order 106, Governor Murphy stayed foreclosures and evictions. Murphy Exec. Order No. 106 (March 19, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-106.pdf>. Specifically, Executive Order 106 stayed enforcement of all judgments for possession, warrants of removal, and writs of possession, except when a court determines that enforcement is necessary in the interest of justice. *Id.*

55. Executive Order 106 remains in effect until two months “following the end of the Public Health Emergency or State of Emergency established by Executive Order No. 103 (2020), whichever ends later[.]” *Id.* at 4.

56. On April 7, 2020, Governor Murphy announced that the Public Health Emergency declared in Executive Order No. 103 continued to exist. Murphy Exec. Order No. 119 (April 7, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-119.pdf>.

57. Governor Murphy subsequently announced on May 6, 2020, that the Public Health Emergency continued to exist. Murphy Exec. Order 138 (May 6, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-138.pdf>.

58. Once again, on June 4, 2020, Governor Murphy announced that the Public Health Emergency declared in Executive Order 103 continues to exist. Murphy Exec. Order 151 (June 4, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-151.pdf>

E. The Gubernatorial Power to Issue Executive Orders Does Not Include Power to Interfere with Contract Obligations or to Waive or Amend Laws

59. The Governor may issue an executive order only when acting within his authority. *See* Michael S. Herman, *Gubernatorial Executive Orders*, 30 Rutgers. L.J. 987, 989-90 (1999).

60. An executive action that goes beyond the Governor’s grant of statutory or constitutional authority, such that it is “fundamentally incompatible” with “existing laws and statutes as to impair the ‘essential integrity’ of the constitutional powers of the Legislature” is invalid. *Commc’ns Workers of Am., AFL-CIO v. Christie*, 413 N.J. Super. 229, 274–75 (App. Div. 2010).

61. The New Jersey Constitution vests executive power in the Governor. N.J. Const. art. V, § 1, ¶ 1.

62. “[P]lenary law-making authority” is vested in “the State Senate and General Assembly.” *Commc’ns Workers of Am.*, 413 N.J. Super. at 255 (citing N.J. Const. art. IV, § 1, ¶ 1).

63. Through Article IV, § 1, ¶ 1, “the people vested full sovereign authority in the Legislature, save as otherwise therein provided.” *Gangemi v. Berry*, 25 N.J. 1, 8 (1957).

64. The legislative authority includes the power to amend or repeal duly enacted laws. *See Commc’ns Workers of Am.*, 413 N.J. Super. at 274. The Presentment Clause of the New Jersey Constitution, art. V, § 1, ¶ 14(a), requires not only that the Legislature be part of the law-making process, but sets forth how laws must be passed, amended, and repealed.

65. The Governor has no authority to waive duly enacted statutes. *Cf. Commc’ns Workers of Am.*, 413 N.J. Super. at 274 (“It is well settled that administrative regulations adopted by the Executive Branch cannot amend or repeal statutes.”).

66. The New Jersey Constitution provides explicitly for the separation of powers: “The powers of the government shall be divided among three distinct branches, the legislative, executive, and judicial. *No person or persons belonging to or constituting one branch shall exercise any of the powers properly*

belonging to either of the others except as expressly provided in this Constitution.” N.J. Const. art. III, ¶ 1 (emphasis added).

67. The Governor’s authority to execute the laws and the Legislature’s authority to make, amend, and repeal laws must remain separate.

68. One “main objective” of the separation of powers “is to prevent the concentration of ‘unchecked power’ in one branch of government.” *Comm’n Workers of Am.*, 413 N.J. Super. at 257 (quoting *David v. Vesta Co.*, 45 N.J. 301, 326 (1965)). The separation-of-powers doctrine prevents “one branch of government from claiming power reserved to another[.]” *Ironbound Health Rights Advisory Comm’n v. Diamond Shamrock Chem. Co.*, 216 N.J. Super. 166, 175 (App. Div. 1987). “[N]o deviation from ... the doctrine of separation of powers will be tolerated” if the deviation “impairs the essential integrity of one of the great branches of government.” *Massett Bldg. Co. v. Bennett*, 4 N.J. 53, 57 (1950).

69. The separation of powers guards against one branch aggrandizing its own power unilaterally—including when the Governor does so through an executive order. *Comm’n Workers of Am.*, 413 N.J. Super. at 258-59.

F. Governor Murphy Purported to Unilaterally Alter Private Contractual Relationships and Waive Statutory Law by Executive Decree

i. The Purpose of Executive Order 128 Is to Interfere with Contractual Obligations and Waive Statutory Law

70. On April 11, 2020, Governor Murphy stated at a press conference that his office had not considered a “rental freeze” because rental contracts are private contracts and “[t]here are thousands, maybe hundreds of thousands, if not millions of contracts between landlords and renters.” “At least in New Jersey,” the Governor concluded, “putting a freeze in place is impractical as a legal matter.” NJ.com, *Corona Virus in New Jersey: Update April 11, 2020*, YouTube, at 47:54, available at <https://www.youtube.com/watch?v=vvDPSxxP65E&feature=youtu.be>.

71. Governor Murphy also encouraged tenants to report their landlords to the state if they are “getting screwed by their landlord.” *Id.* at 49:50.

72. Governor Murphy also acknowledged that the legislature was in session and that his office “continue[s] to have very good communication with the legislature.” *Id.* at 49:00. Despite the legislature being in session, Governor Murphy decided to act unilaterally.

73. On April 24, 2020, Governor Murphy issued Executive Order 128, which purported to “waive[] provisions of statutory law that prohibit the use of security deposits for rental payments, enabling tenants to instruct landlords to use their security deposits to offset rent or back rent.” Press Release, *Governor Murphy Signs Executive Order Providing Critical Short-Term Support for Renters*, Official Site of the State of New Jersey (Apr. 24, 2020), *available at* <https://www.nj.gov/governor/news/news/562020/20200424c.shtml>.

74. In Executive Order 128, Governor Murphy explained that “many New Jerseyans [are] experiencing substantial loss of income as a result of business closures, reduction in hours, or layoffs related to COVID-19,” and that “tenants may be suffering from one or more financial hardships that are caused by or related to the COVID-19 pandemic, including but not limited to a substantial loss of or drop in income, and additional expenses such as those relating to necessary health care[.]” Murphy Exec. Order 128 (April 24, 2020), *available at* <https://nj.gov/infobank/eo/056murphy/pdf/EO-128.pdf>.

75. Governor Murphy reasoned that it was “plainly in the public interest” to “enabl[e] individuals to pay portions of their rent with the security deposit they own” to “allow those individuals to mitigate the consequences regarding evictions and accumulation of interest and late fees upon termination of Executive Order No. 106 (2020)” because tenants may face “consequences from a late payment of rent, including interest and late fees, which they may be unable to satisfy in light of their substantial loss of income[.]” *Id.* at 3.

76. Specifically, Governor Murphy ordered that a tenant may request in writing that his or her “security deposit governed by the provisions of N.J.S.A. 46:8-19 et seq., as well as the tenant’s portions of interest and/or earnings accumulated thereon, shall be applied to or credited towards rent payments due or to become due from the tenant during the Public Health Emergency established in Executive Order No. 103 (2020) or up to 60 days after the Public Health Emergency terminates.” *Id.* at 3-4 ¶ 1.

77. The statutes that Governor Murphy waived apply to leases of residential units used for dwelling purposes. *See* N.J.S.A. 46:8-26, -27.

78. According to Executive Order 103, “When a tenant applies or credits such deposit, interest, or earnings to pay rent pursuant to Paragraph 1 of this Order, the following additional provisions shall apply *for the duration* of the tenant’s current contract, lease, or license agreement:”

g. The landlord may recoup from the tenant any monies the landlord expected that would have been reimbursable by the security deposit and interest or earnings thereon, at the time that such reimbursement from the deposit and interest or earnings thereon would have taken place; and

h. The tenant shall otherwise be without obligation to make any further security deposit relating to the current contract, lease, or license agreement. If, however, the tenant and landlord extend or renew their contract, lease, or license agreement [after April 24, 2020], then the tenant shall be obligated to replenish the security deposit in full either on the date six months following the end of the Public Health Emergency established by Executive Order No. 103 (2020), which was extended by Executive Order No. 119 (2020), or on the date on which the current contract, lease, or license agreement is extended or renewed, whichever is later.

Id. at 4 ¶ 2 (emphasis added).

79. Under the terms of Executive Order 128, a tenant’s “[u]se of a security deposit for the purposes outlined in [Executive Order 128] shall not be considered a violation of N.J.S.A. 46:8-19 et seq.” *Id.* at 5 ¶ 3.

80. Governor Murphy noted in Executive Order 128 that “pursuant to N.J.S.A. 46:8-19, a security deposit and the accumulated interest and earnings on the investment of such deposit remain the property of the tenant[.]” *Id.* at 3.

81. By so noting, Governor Murphy made clear that he did not consider Executive Order 128 to be authorizing a public taking.

82. Remarkably, Governor Murphy declared, “Any provisions of N.J.S.A. 46:8-19 *et seq.* that are not inconsistent with [Executive Order 128] remain in full force and effect.” *Id.* at 5 ¶ 3.

83. By inverse implication, Governor Murphy declared that any provision of N.J.S.A. 46:8-19 *et seq.* that *are* inconsistent with Executive Order 128 are no longer in force and effect until Executive Order 128 terminates. As a result, not only is Governor Murphy arrogating the power to suspend a statute, but also the power to reimpose the statute’s effects at a future point in time.

84. Executive Order 128 “remain[s] in effect until 60 days following the end of the Public Health Emergency established by Executive Order No. 103 (2020), which was extended by Executive Order No. 119 (2020).” *Id.* at 5 ¶ 5.

85. Governor Murphy also created criminal penalties for violations of Executive Order 128: “Penalties for violations of [Executive Order 128] may be imposed under, among other statutes, N.J.S.A. App. A:9-49 and -50.” *Id.* at 5 ¶ 4.

ii. New Jersey Law Requires Landlords to Comply with the Statutes that Governor Murphy Waived

86. Leaseholds in New Jersey are highly regulated by statute. In fact, Title 46, Chapter 8, which governs “Leasehold Estates; Landlord and Tenant,” contains over 50 separate statutory provisions that set out the rights of landlords and tenants in a leasehold contract. *See* N.J.S.A. 46:8-1 *et seq.*

87. Security deposits, specifically, are regulated by N.J.S.A. 46:8-19 *et seq.*, the provisions of which Executive Order 128 purported to suspend to the extent those provisions are inconsistent with the Governor’s order. Murphy Exec. Order 128.

88. Statutes governing security deposits regulate everything from how a security deposit is paid, maintained, and returned, N.J.S.A. 46:8-19, -21.1; how large of a security deposit a landlord may

require, N.J.S.A. 46:8-21.2; how and with whom the security deposit must be invested and accrue interest, N.J.S.A. 46:8-19; how and when the depositor must pay interest on the deposit, N.J.S.A. 46:8-19, -21.1; how a security deposit should be handled during a foreclosure, bankruptcy, or conveyance of the property, N.J.S.A. 46:8-20, -21; and how the parties can adjudicate their rights regarding security deposits, N.J.S.A. 46:8-21.4, -31, -35, & -41. Parties to residential leases in New Jersey necessarily account for and rely on these statutory provisions when crafting their contracts—including other provisions of their contracts.

89. Notably, two separate statutes treat as void and unenforceable any attempt by a landlord or tenant to voluntarily agree to a contract that waives the applicability of any statutory provisions that govern leasehold security deposits. *See* N.J.S.A. 46:8-24, -36.

90. Governor Murphy, however, has attempted to do precisely what the New Jersey Statutes prohibit: waive the applicability of these statutory provisions that govern leasehold security deposits. Murphy Exec. Order No. 128.

91. Governor Murphy has no authority to waive state law governing the landlord-tenant relationship.

iii. Executive Order 128 Interfered with the Plaintiffs' Contractual Relationships

a. Facts Specific to Mr. Johnson's 2018 Barclay Lease

92. Mr. Johnson negotiated his 2018 Barclay Lease to include a provision requiring the Barclay Tenant to pay Mr. Johnson a security deposit “as security for any damage caused to the [Property]” during the term of the lease.

93. Despite the terms of Mr. Johnson's lease, Executive Order 128 allows the Barclay Tenant, at any time, to choose to apply his security deposit to the rent owed on the 2018 Barclay Lease.

94. If the Barclay Tenant chooses to use the security deposit to pay rent owed on the 2018 Barclay Lease, the security deposit will necessarily be unavailable “as security for any damage caused to the [Property].” Consequently, Executive Order 128 substantially altered the terms of 2018 Barclay Lease and the parties’ rights and obligations thereunder.

95. On March 31, 2020, Mr. Johnson’s tenant informed him that he was laid off from his job and would be filing for unemployment benefits with the State. (A copy of the message notifying Mr. Johnson is attached as Exhibit 12).

96. The Barclay Tenant is increasingly likely to take advantage of the changes Governor Murphy made unilaterally to the terms of the 2018 Lease.

97. Without a security deposit to insure against any damage the Barclay Property may incur during the nearly six years of the Barclay Tenant’s tenancy, Mr. Johnson will be forced to cover the cost of any damage out of his own pocket or bring a costly and timely small-claims action against the Barclay Tenant.

98. The purpose of the security deposit that Mr. Johnson bargained for and that he and the Barclay Tenant contractually agreed to in the 2018 Barclay Lease was to inure to Mr. Johnson the benefit of avoiding the cost and time associated with repairing any damage that the Barclay Tenant may cause to the Barclay Property during the tenancy.

99. Through Executive Order 128, Governor Murphy unilaterally altered the rights and obligations of Mr. Johnson and the Barclay Tenant under the 2018 Barclay Lease.

b. Facts Specific to the Kravitzes’ Glassboro Lease

100. The Kravitzes negotiated the Glassboro Lease to require the Rowan Tenants to pay a security deposit of \$2,000 that would cover the cost of “such deductions as provided in th[e] Lease.”

101. The Glassboro Lease listed at least 10 categories of damages for which the Kravitzes could use the security deposit.

102. The Rowan Tenants vacated the Glassboro Property, and the Kravitzes regained possession on June 1, 2020.

103. On June 1, 2020, Mr. Doe 1, Mr. Doe 2, and Mr. Doe 3 each handed Mr. Kravitz a letter requesting to use their respective portions of the security deposit (\$500 each) to pay rent owed under the Glassboro Lease. (A copy of the letters are attached as Exhibits 13, 14, and 15, respectively).

104. The Rowan Tenants caused \$1,854.94 in damage to the Glassboro Property.

105. The purpose of the security deposit that the Kravitzes' bargained for and contractually agreed upon with the Rowan Tenants was to inure to the Kravitzes the benefit of avoiding the cost and time associated with repairing any damage that the Rowan Tenants may have caused to the Glassboro Property during the tenancy.

106. Had Governor Murphy not unilaterally and unlawfully changed the terms of the Kravitzes' Glassboro Lease, the Rowan Tenants' \$2,000 security deposit would have covered the \$1,854.94 in damage that the Rowan Tenants caused to the Glassboro Property.

107. Through Executive Order 128, Governor Murphy unilaterally altered the rights and obligations of the Kravitzes and the Rowan Tenants under the Glassboro Lease.

c. Facts Specific to the Johnsons' Sixth Street Lease

108. The Johnsons negotiated the Sixth Street Lease to include a provision requiring a deposit "as security for the faithful performance by Lessee of the terms" of the Sixth Street Lease.

109. Despite the terms of the Johnsons' lease, Executive Order 128 allows the Sixth Street Tenant, at any time, to choose to apply her security deposit to the rent owed on the Sixth Street Lease.

110. If the Sixth Street Tenant chooses to use the security deposit to pay rent owed on the Sixth Street Lease, the security deposit will necessarily be unavailable "as security for the faithful performance of the terms" of the Sixth Street Lease.

111. Consequently, Executive Order 128 substantially altered the terms of Sixth Street Lease and the parties' rights and obligations thereunder.

112. The Sixth Street Tenant has not paid rent in full for the months of April, May, and June. She currently owes \$6799.50 in unpaid rent. (A copy of the balance sheet for the Sixth Street Property is attached as Exhibit 15).

113. Given that the Sixth Street Tenant's unpaid rent is well in excess of the security deposit, the Sixth Street Tenant is increasingly likely to take advantage of the changes Governor Murphy made unilaterally to the terms of the Sixth Street Lease.

114. Without a security deposit to insure against any damage the Sixth Street Property may incur during the nearly 20 years of the Sixth Street Tenant's tenancy, the Johnsons will be forced to cover the cost of any damage out of their own pocket or bring a costly and timely small-claims action against the Sixth Street Tenant.

115. The purpose of the security deposit that the Johnsons bargained for and that the Johnsons and the Sixth Street Tenant contractually agreed to in the 2018 Lease was to inure to the Johnsons the benefit of avoiding the cost and time associated with repairing any damage that the Sixth Street Tenant may cause to the Sixth Street Property during the tenancy.

116. Through Executive Order 128, Governor Murphy unilaterally altered the rights and obligations of the Johnsons and the Sixth Street Tenant under the Sixth Street Lease.

d. Facts Specific to Mr. Van Hook's Union Lake Lease

117. Mr. Van Hook negotiated the Millville Lease to include a provision requiring a security deposit that would cover "damages to the Property resulting from the Tenant's occupancy." (Exhibit 10, ¶ 6).

118. The Millville Lease, which the parties agreed to freely, also specified that “[t]he Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.” (Exhibit 10, ¶ 6).

119. Despite the terms of Mr. Van Hook’s lease, Executive Order 128 allows the Millville Tenant, at any time, to choose to apply her security deposit to the rent owed on the Millville Lease.

120. If the Millville Tenant chooses to use the security deposit to pay rent owed on the Millville Lease, the security deposit will necessarily be unavailable to cover “damages to the Property resulting from the Tenant’s occupancy.” (Exhibit 10, ¶ 6).

121. And absent Executive Order 128, the terms of the Millville Lease expressly forbid the Millville Tenant from using the security deposit “for the payment of rent without the written consent” of Mr. Van Hook. (Exhibit 10, ¶ 6).

122. Consequently, Executive Order 128 substantially altered the terms of the Millville Lease and the parties’ rights and obligations thereunder.

iv. Executive Order 128 Is Beyond Governor Murphy’s Authority

123. As authority for Executive Order 128, Governor Murphy invoked “certain emergency powers” conferred on the Governor of New Jersey by “the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 *et seq.*, N.J.S.A. App. A:9-33 *et seq.*, N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4[.]”

124. As described above in ¶¶ 43 - 48, N.J.S.A. 26:13-1 *et seq.* gives the Governor certain authority relating to the spread of pathogens and medical treatment in response to a Public Health Emergency.

125. The specific, enumerated powers granted by N.J.S.A. 26:13-1 *et seq.* do not vest in the Governor the authority to alter the terms of residential leases. None of these provisions permits the

Governor to waive statutory requirements relating to residential leases based on financial hardship, regardless of whether that financial hardship may result from a public health emergency.

126. As described in ¶ 51 above, N.J.S.A. 38A:3-6.1 pertains to the Governor's authority to control the New Jersey National Guard.

127. Governor Murphy's authority to control the New Jersey National Guard has nothing to do with his claimed authority to alter the terms of residential leases or any authority to waive statutory provisions relating to residential leases.

128. As described in ¶ 52 above, the specific power granted by N.J.S.A. 38A:2-4 pertains to the Governor's authority over the state militia.

129. The New Jersey Governor's authority to control the state militia has nothing to do with Governor Murphy's claimed authority to waive statutory provisions relating to residential leases or any authority to alter the terms of residential leases.

130. N.J.S.A. App. A:9-33 *et seq.*, enacted during World War II, encompasses the Civilian Defense and Disaster Control Act. N.J.S.A. App. A:9-33.

131. The purpose of the Civilian Defense and Disaster Control Act is to provide for the health, safety and welfare of the people of the State of New Jersey and **to aid in the prevention of damage to and the destruction of property** during any emergency herein defined by prescribing a course of conduct for the civilian population of this State during such emergency and by centralizing control of all civilian activities having to do with such emergency under the Governor and for that purpose to give the Governor control over such resources of the State Government and of each and every political subdivision thereof as may be necessary to cope with any condition that shall arise out of such emergency and to invest the Governor with all other power convenient or necessary to effectuate such purpose.

Id. (emphasis added).

132. Assuming the Civilian Defense and Disaster Control Act even applies to the current pandemic, security deposits provided for in residential leasehold contracts *also* exist to aid in the prevention of damage to and the destruction of property. Yet, contrary to the purpose of the Civilian

Defense and Disaster Control Act, Governor Murphy decided unilaterally to cancel those measures that New Jersey landlords have put in place to protect their property.

133. Appendix A:9-34 authorizes the Governor “to utilize and employ all the available resources of the State Government and of each and every political subdivision of [New Jersey], whether of men, properties or instrumentalities, and to commandeer and utilize any personal services and any privately owned property necessary to avoid or protect against any emergency subject to the future repayment of the reasonable value of such services and privately owned property” as provided in the subsequent provisions of the Civilian Defense and Disaster Control Act (N.J.S.A. App. A:9-33 *et seq.*). N.J.S.A. App. A:9-34.

134. But as mentioned in ¶ 81, Governor Murphy did not consider Executive Order 128 to authorize commandeering or utilizing privately owned property; and there is no indication he intends the State to compensate landlords for any property value lost as a result of Executive Order 128.

135. Appendix A:9-51(a), which Governor Murphy explicitly referenced in Executive Order 128, authorizes the Governor, whenever the Governor believes that control of a disaster “is beyond the capabilities of local authorities”:

- a. To “assume control of all emergency management operations;”
- b. to “proclaim an emergency;” and
- c. to temporarily “employ, take or use the personal services, or real or personal property, of any citizen or resident of [New Jersey], or of any firm, partnership or unincorporated association doing business or domiciled in this State, or of any corporation incorporated in or doing business in this State, or the real property of a nonresident located in this State, for the purpose of securing the defense of the State or of protecting or promoting the public health, safety or welfare; provided, that such personal services or property shall not be employed or used beyond the borders of this State unless otherwise authorized by law.”

N.J.S.A. App. A:9-51(a).

136. If the Governor takes private property or demands personal services pursuant to N.J.S.A. App. A:9-51(a), the State must pay compensation at the prevailing rate. N.J.S.A. App. A:9-51(b)-(d).

137. Again, Executive Order 128 makes clear that Governor Murphy does not consider the reallocation of deposits paid as security on residential leases to be a taking that would require compensation. He is wrong.

138. Other provisions outlining the Governor's authority under the Civilian Defense and Disaster Control Act are similarly inapplicable to Executive Order 128, most of which deal with the coordination of defense and disaster response between the State and Federal governments and between the State and local, municipal governments. *See, e.g.*, N.J.S.A. App. A:9-35, -40 through -43.6, -51.6, -51.7, -59, -62. The Governor may also "require any public official, citizen or resident ... to furnish him any information reasonably necessary to enable [the Governor] to carry out the purposes of this act[,]" N.J.S.A. App. A:9-36; and the Governor may appoint deputies or other persons to assist with the purposes of the act. N.J.S.A. App. A:9-38, -54.

139. Consistent with the subject matter of the Civilian Defense and Disaster Control Act, the other powers that the Act vests in the Governor relate to military defense. *See, e.g.*, N.J.S.A. App. A:9-35, -37. These powers pertain to the issuance of rules associated with blackouts, air raids, recruiting and training emergency response crews, the conduct of civilians "during the threat of an imminence of danger," counteracting sabotage and subversive activities, evacuating residents of threatened districts, and any other matter "that may be necessary to protect the health, safety and welfare of the people or that will aid in the prevention of loss to and destruction of property." N.J.S.A. App. A:9-45. The Governor may also issue rules regulating vehicles and traffic relating to "any black-

out, air raid, threatened air raid, preparations for emergencies or during the threat or imminences of danger or emergency[.]” N.J.S.A. App. A:9-47.

140. None of the authority granted to Governor Murphy by the Civilian Defense and Disaster Control Act, N.J.S.A. App. A:9-34 *et seq.*, encompasses any authority even remotely connected to a power to modify the terms of residential leasehold contracts or to waive the statutory provisions relating to those leases.

141. Governor Murphy also claimed authority for Executive Order 128 under the New Jersey Constitution. The New Jersey Constitution mentions the power to waive duly enacted laws only in the context of habeas corpus: “The privilege of the writ of habeas corpus shall not be suspended, unless in case of rebellion or invasion the public safety may require it.” N.J. Const. art. I, ¶ 14.

142. State constitutions that provide for the suspension of habeas corpus in emergencies are understood to have vested that authority in the legislature. *See* Philip Hamburger, *Beyond Protection*, 109 COLUM. L. REV. 1823, 1919 (2009); *see also* Amanda L. Tyler, *Habeas Corpus in Wartime: From the Tower of London to Guantanamo Bay* (2017) (chronicling the original meaning of the federal Habeas Corpus Suspension Clause). In contrast to the legislature, the executive “could not, even during an emergency, seize property” or “constrain the natural liberty of persons who were within the protection of the law, unless [the executive] had legislative authorization.” Hamburger, *supra* ¶ 142 at 1919.

143. The New Jersey Constitution prohibits interference with contractual obligations: “The Legislature shall not pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts, or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. article IV, § VII, ¶ 3.

144. The New Jersey Constitution protects the rights of all persons to acquire, possess, and *protect* property. N.J. Const. art. I, ¶ 1.

145. As with the other sources of authority that Governor Murphy invoked, the New Jersey Constitution does not authorize the Governor to interfere with contracts. In fact, the Constitution explicitly forbids governmental interference with private contracts. Moreover, the Constitution does not authorize the Governor to waive or suspend statutes or other legal rights.

G. Plaintiffs Have Experienced, and Will Continue to Experience, Concrete and Particularized Harm as a Direct Result of Governor Murphy’s Unilateral Executive Decree

146. As a direct result of Governor Murphy’s Executive Order 128, the Plaintiffs have suffered harm and are threatened with additional future harm.

147. Governor Murphy has unilaterally altered the rights, entitlements, and protections of the Plaintiffs under the terms of their respective leases, to which the Plaintiffs and their tenants voluntarily agreed.

148. Plaintiffs relied on the terms of their leases and the security deposits due thereunder to ensure that they could protect their properties against damage during the tenancies. Governor Murphy’s ultra vires Executive Order 128 has caused the Plaintiffs to suffer actual harm.

149. The Governor’s interference with the Plaintiffs’ contractual rights is a substantial impairment.

150. The Contracts Clause of the U.S. Constitution exists to prevent state governments from disrupting private contractual arrangements and from picking winners and losers between parties to a contract. *See Ogden v. Saunders*, 25 U.S. (1 Wheat.) 213, 354-55 (1827). Executive Order 128, however, does just that—it picks Mr. Johnson, and other residential landlords, as losers. “The Contracts Clause restricts the power of the States to disrupt contractual arrangements.” *Sveen v. Melin*, 138 S. Ct. 1815, 1821 (2018).

151. By singling out residential landlords for disfavored treatment, Executive Order 128 has deprived the Plaintiffs of the equal protection of the law and the privileges and immunities

guaranteed by the Fourteenth Amendment to the U.S. Constitution. This loss of their civil liberties is permanent and cannot be mitigated or recovered.

152. Plaintiffs' damages are not merely hypothetical. The intended result of Executive Order 128 was to alter the terms of residential leases like the Plaintiffs' respective leases. The right to hold a deposit as security against damage was provided for and protected by their contracts, as well as by New Jersey statutory law at the time they each executed their respective leases. But, as of April 24, 2020, when Governor Murphy entered Executive Order 128 without any lawful authority, the Plaintiffs no longer have the security and certainty for which they rightfully contracted. Plaintiffs are now in a worse position than they were before, due solely to an executive order the Governor had no legal power to issue.

153. Plaintiffs, like all other New Jerseyans, have a right to be governed by laws that are duly enacted through their elected representatives in the New Jersey Legislature. These laws, of course, are subject to the Contracts Clauses of the New Jersey and United States Constitutions.

154. Governor Murphy's unilateral Executive Order 128 violated the due process rights protected by both the United States Constitution and the New Jersey Constitution by altering the Plaintiffs' private contracts and the laws that govern their leasehold without being adopted pursuant to the proper legislative channels of government.

155. Plaintiffs have suffered a violation of their procedural and substantive due process rights as a result of the Governor's actions in issuing Executive Order 128.

**COUNT I: VIOLATION OF THE CONTRACTS CLAUSE OF THE UNITED STATES CONSTITUTION
EXECUTIVE ORDER 128 IMPERMISSIBLY INTERFERES WITH CONTRACTUAL OBLIGATIONS**

156. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

157. Article I, § 10 of the U.S. Constitution forbids States from impairing contractual obligations: “No State shall ... pass any Law impairing the Obligation of Contracts[.]”

158. “The Contracts Clause restricts the power of the States to disrupt contractual arrangements.” *Sveen v. Melin*, 138 S. Ct. 1815, 1821 (2018).

159. The Founders included the Contracts Clause in the United States Constitution to prevent states from picking winners and losers and allowing the hand-picked winners to avoid their contractual obligations. *See Ogden*, 25 U.S. (1 Wheat.) at 354-55 (“The power of changing the relative situation of debtor and creditor, of interfering with contracts, ... had been used to such an excess by the state legislatures, as to break in upon the ordinary intercourse of society, and destroy all confidence between man and man. This mischief had become so great, so alarming, as not only to impair commercial intercourse, and threaten the existence of credit, but to sap the morals of the people, and destroy the sanctity of private faith. To guard against the continuance of the evil, was an object of deep interest with all the truly wise, as well as the virtuous, of this great community, and was one of the important benefits expected from a reform of government.”); *see also Keystone Bituminous Coal Ass’n v. DeBenedictis*, 480 U.S. 470, 503 n.30 (1987) (“It was made part of the Constitution to remedy a particular social evil—the state legislative practice of enacting laws to relieve individuals of their obligations under certain contracts—and thus was intended to prohibit States from adopting as their policy the repudiation of debts or the destruction of contracts or the denial of means to enforce them.”) (citations omitted; cleaned up).

160. Governor Murphy has done in Executive Order 128 exactly what our Founders sought to prevent—destroyed or nullified agreed-upon and bargained-for contract terms.

161. A state actor violates the Contracts Clause by effecting “a change in state law that has operated as a substantial impairment of a contractual relationship.” *Transport Workers Union, Local 290*

v. Se. Pa. Transp. Auth., 145 F.3d 619, 621 (3d Cir. 1998) (quoting *Gen. Motors Corp. v. Romein*, 503 U.S. 181, 186 (1992)).

162. Governor Murphy violated the Contracts Clause because: (1) Plaintiffs had contractual relationships with their respective tenants; (2) Executive Order 128 was a subsequent change in law that impaired the Plaintiffs' contractual relationships; and (3) the impairment was substantial. *See id.*

163. Through its unique (and unlawful) nature, Executive Order 128 seeks to change the law—despite the fact that it is nothing more than an executive order and not properly vetted and adopted legislation.

164. Although Contracts Clause claims typically arise from state legislation, a state cannot avoid a justiciable Contracts Clause claim by also denying the guarantee to a republican form of government. *See* U.S. Const. art. IV, § 4. Otherwise, the state could routinely—and without consequence—interfere with the right to contract by ruling through executive fiat as Governor Murphy has here.

165. Governor Murphy's action is no less violative of the Contracts Clause merely because Executive Order 128 does not totally destroy the Plaintiffs' contracts: "Total destruction of contractual expectations is not necessary" for a court to find that the State substantially impaired a private contract. *Energy Reserves Grp., Inc. v. Kansas Power & Light Co.*, 459 U.S. 400, 411 (1983) (citing *U.S. Trust Co. of N.Y. v. New Jersey*, 431 U.S. 1, 26-27 (1977)).

166. Courts employ a "legitimate-purpose inquiry" to determine "whether the adjustment of 'the rights and responsibilities of contracting parties is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the [] adoption.'" *Id.* at 412 (quoting *U.S. Trust Co.*, 431 U.S. at 22) (cleaned up). On this point, courts will defer to the "legislative judgment as to the necessity and reasonableness of a particular measure." *Id.* at 412-13 (quoting *U.S. Trust Co.*, 431 U.S. at 22-23) (emphasis added). Although deferential, the standard courts apply to Contracts Clause claims

is a “more exacting” review than rational-basis review. *See Am. Exp. Travel Related Servs., Inc. v. Sidamon-Eristoff*, 669 F.3d 359, 369 (3d Cir. 2012).

167. What makes this case unique is that there was no legislative judgment. Not only does the character of the public purpose—a health emergency—not relate sufficiently to residential leasehold contracts, but the Governor is not authorized to make legislative judgments when he issues executive orders. *See Commc’ns Workers of Am.*, 413 N.J. Super. at 265–66, 272.

168. In determining whether a state action violated the Contracts Clause, courts look to the industry and whether persons in that industry could have expected further regulation in the area at issue. *Energy Reserves Grp.*, 459 U.S. at 411.

169. Plaintiffs, along with other residential landlords in New Jersey, could not have expected the Governor to unilaterally waive the application of certain statutory provisions in a heavily regulated area of law.

170. A security deposit is an integral and widely used feature of residential leasehold contracts. The security deposit protects the landlord from incurring damage to the property. By allowing a landlord to insure against risk, a security deposit helps facilitate contracts and can even affect the rent that a landlord charges, which of course affects the residential leasing market.

171. Although a landlord may still resort to the courts to seek reimbursement for damage to his or her property, the time and expense of litigation can often exceed the damage to the property. When a landlord insures against damage to his or her rental property through a security deposit, the tenant may be more careful to avoid damaging the property. Executive Order 128 “interferes with a [landlord]’s reasonable expectations, and prevents [the landlord] from safeguarding or reinstating his rights.” *Sveen*, 138 S. Ct. at 1822 (cleaned up). This is exactly what the Contracts Clause forbids.

172. Accordingly, Executive Order 128 violates the Contracts Clause of the U.S. Constitution and is void.

173. Plaintiffs have been damaged and continue to be damaged by the Defendants' conduct. There is no adequate remedy at law, as no damages could compensate Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless the Defendants are enjoined from enforcing Executive Order 128.

174. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

COUNT II: VIOLATION OF DUE PROCESS
DENIAL OF RIGHT TO DUE PROCESS | UNITED STATES CONST. AMEND. XIV

175. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

176. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits the states from denying due process of law. U.S. Const. amend. XIV, § 1.

177. When a change in state law retroactively affects the legitimate expectations and economic rights of its citizens, the inherent unfairness triggers a due-process inquiry. *See Gen. Motors Corp.*, 503 U.S. at 191.

178. A state violates the Fourteenth Amendment's guarantee of procedural due process when it diverges from established procedures in a way that deprives an individual of a property right. *See Reich v. Beharry*, 883 F.2d 239, 242-43 (3d Cir. 1989).

179. A state violates substantive due process by arbitrarily or capriciously depriving a person of a substantive right. *Id.* at 244.

180. Plaintiffs have a fundamental right to contract, protected by the United States Constitution.

181. Without following the state's established procedures, Governor Murphy's ultra vires order deprived the Plaintiffs of their right to contract and the property interests they had in those contracts without due process of law.

182. Governor Murphy also deprived the Plaintiffs of their right to be heard, as guaranteed by the Due Process Clause of the Fourteenth Amendment. Typically, a citizen is heard during the lawmaking process through his or her elected representative. *See* U.S. Const. art. IV, § 4 (guaranteeing each state will maintain a republican form of government). Governor Murphy circumvented the established (and constitutionally guaranteed) legislative process, however, and created law outside the democratic process. By doing so, Governor Murphy again denied the Plaintiffs due process of law.

183. Executive Order 128 purports to penalize non-compliance with the Governor's Order pursuant to the Civilian Defense and Disaster Control Act, N.J.S.A. App. A:9-49 and -50. But, as discussed throughout, that Act does not authorize the Governor to issue Executive Order 128. Without a lawful source of authority to issue the order, the Governor cannot rely on N.J.S.A. App. A:9-49 and -50 to criminalize the failure to comply with his unlawful order. Any prosecution based on the failure to abide by an unlawful order violates due process. Nor does a landlord have to violate the EO 128 in order to challenge the unlawful and unconstitutional criminal penalties contained in it.

184. Plaintiffs suffered damage and will continue to suffer damage by the Defendants' conduct. There is no adequate remedy at law, as there are no damages that could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless the Defendants are enjoined from enforcing Executive Order 128.

185. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

COUNT III: VIOLATION OF EQUAL PROTECTION
DENIAL OF EQUAL PROTECTION OF THE LAW | UNITED STATES CONST. AMEND. XIV

186. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

187. The Equal Protection Clause of the Fourteenth Amendment provides that no state shall “deny to any person within its jurisdiction the equal protection of the laws.” U.S. Const. amend. XIV, § 1. “This is essentially a direction that all persons similarly situated should be treated alike.” *Shuman ex rel. Shertzger v. Penn Manor Sch. Dist.*, 422 F.3d 141, 151 (3d Cir. 2005) (citing *City of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432, 439 (1985)).

188. By granting special relief to residential tenants, Executive Order 128 singles out landlords of residential leases to suffer an extra loss as a result of the COVID-19 pandemic. *See* N.J.S.A. 46:8-26, -27 (explaining that the act applies to rental properties used for dwelling purposes).

189. Although courts traditionally defer to the policy judgments of the legislature when analyzing an equal protection claim, *see Newark Cab Ass’n v. City of Newark*, 901 F.3d 146, 156 (3d Cir. 2018), such deference is inappropriate given this case of executive fiat. The Governor cannot rely on public-policy rationale in the same way the legislature can. *Cf. Commc’ns Workers of Am.*, 413 N.J. Super. at 265–66, 272 (“We cannot accord deference to EO 7’s unilateral attempt to exercise the Legislature’s powers, where the Legislature has not ceded those powers to the Executive.”).

190. Regardless, there is no rational basis to support Executive Order 128. *See Newark Cab Ass’n*, 901 F.3d at 156. The bases that Governor Murphy asserted in support of Executive Order 128 are wholly arbitrary and irrational. *See id.* The Governor’s order purports to respond to a health pandemic and does so by telling owners of private residential property that their leasehold contracts are void. The connection between the stated rationale and the decision to treat residential landlords differently under the law is beyond tenuous.

191. Plaintiffs have been damaged and continue to be damaged by the Defendants' conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless the Defendants are enjoined from enforcing Executive Order 128.

192. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

COUNT IV: VIOLATION OF PRIVILEGES OR IMMUNITIES
DENIAL OF PRIVILEGES OR IMMUNITIES | UNITED STATES CONST. AMEND. XIV

193. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

194. The Privileges or Immunities Clause of the Fourteenth Amendment provides that no state "shall abridge the privileges or immunities of citizens of the United States." U.S. Const. amend. XIV, § 1.

195. Governor Murphy denied the Plaintiffs the privileges and immunities protected by the United States Constitution. Namely, Executive Order 128 denies the Plaintiffs' right to contract freely and to protect their property.

196. Plaintiffs have been damaged and continue to be damaged by the Defendants' conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless defendants are enjoined from enforcing Executive Order 128.

197. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT V: VIOLATION OF THE CONTRACTS CLAUSE OF THE NEW JERSEY CONSTITUTION
EXECUTIVE ORDER 128 IMPERMISSIBLY INTERFERES WITH CONTRACTUAL OBLIGATIONS**

198. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

199. The New Jersey Constitution forbids the state from passing any “law impairing the obligation of contract[] or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. art. IV, § VII, ¶ 3.

200. The Contracts Clause of the New Jersey Constitution provides a “similar, parallel prohibition” as its counterpart in the United States Constitution. *In re Recycling & Salvage Corp.*, 246 N.J. Super. 79, 100 (App. Div. 1991). “These two constitutional provisions are construed and applied in the same way to provide the same protection.” *Id.*

201. The Governor may never legislate through executive fiat. *See Commc’ns Workers of Am.*, 413 N.J. Super. at 265–66, 272. Moreover, the Governor certainly cannot use executive fiat to decree laws that the Legislature is not itself competent to enact.

202. Executive Order 128 violates the Contracts Clause of the New Jersey Constitution and is void.

203. Plaintiffs have been damaged and continue to be damaged by the Defendants’ conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless defendants are enjoined from enforcing Executive Order 128.

204. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT VI: VIOLATION OF PROCEDURAL DUE PROCESS
DENIAL OF RIGHT TO DUE PROCESS | N.J. CONST. ART. I**

205. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

206. The first paragraph of the first article of the New Jersey Constitution guarantees that all persons “have certain natural and unalienable rights” including the right of “acquiring, possessing, and protecting property[.]” N.J. Const. art. I, ¶ 1.

207. “Established procedures lie at the heart of due process and are as important to the attainment of ultimate justice as the factual merits of a cause.” *Band’s Refuse Removal, Inc. v. Borough of Fair Lawn*, 62 N.J. Super. 522, 553 (App. Div. 1960), *supplemented*, 64 N.J. Super. 1 (App. Div. 1960).

208. Governor Murphy’s Executive Order 128, which nullifies contractual terms, makes law, and criminalizes otherwise lawful behavior through executive decree violates the Plaintiffs’ right to due process under the New Jersey Constitution.

209. Governor Murphy has also violated the Plaintiffs’ right to due process by interfering with their right to protect their property through a private contract.

210. Executive Order 128 violates the Plaintiffs’ right to due process because it deprives them of their right to protect their property. N.J. Const. art. I, ¶ 1.

211. Plaintiffs have been damaged and continue to be damaged by the Defendants’ conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless defendants are enjoined from enforcing Executive Order 128.

212. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT VII: UNLAWFUL WAIVER OF LAW
NEITHER STATUTE NOR CONSTITUTION AUTHORIZES GOVERNOR MURPHY TO WAIVE
STATUTORY PROVISIONS**

213. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

214. Governor Murphy has no authority to waive duly enacted statutes. *Commc'ns Workers of Am.*, 413 N.J. Super. at 274 (“It is well settled that administrative regulations adopted by the Executive Branch cannot amend or repeal statutes.”).

215. The Presentment Clause, N.J. Const. art. V, § 1, ¶ 14(a), requires that “[t]he Legislature, given its constitutionally delegated realm of authority ... ha[s] to be part of th[e] law-making process.” *Commc'ns Works of Am.*, 413 N.J. Super. at 272.

216. Executive Order 128 is predicated on Governor Murphy’s assertion that he has statutory authority under the Emergency Health Powers Act, N.J.S.A. 26:13-1 *et seq.*; the Civilian Defense and Disaster Control Act, N.J.S.A App. A:9-33 *et seq.*; and the New Jersey Constitution to do what he has done. He does not.

217. As explained above, the Emergency Health Powers Act gives the Governor certain, specific, enumerated powers relating to health care and stopping the spread of pathogens. These powers have nothing to do with the waiver of security deposits for residential leases. *See supra* ¶¶ 42 – 50.

218. Similarly, the statutory provisions authorizing the Governor to control the New Jersey National Guard and state militia have nothing to do with the authority Governor Murphy claims in Executive Order 128 to alter the term of residential leases, nor do they authorize the Governor to waive statutory provisions relating to residential leases. *See supra* ¶¶ 51 – 52.

219. The Civilian Defense and Disaster Control Act vests no power in Governor Murphy to issue Executive Order 128.

220. The specifically enumerated powers granted by the Civilian Defense and Disaster Control Act deal with the military defense, coordination between governments, and the taking of private property. *See supra* ¶¶ 130 – 140.

221. No provision of the Civilian Defense and Disaster Control Act comes close to encompassing the authority to alter the obligations of parties to residential leases or to suspend the applicability of laws.

222. Without a statutory grant of authority, Governor Murphy fares no better in relying on the New Jersey Constitution. No constitutional provision empowers the Governor to suspend the statutory provisions regulating security deposits.

223. To the contrary, the New Jersey Constitution forbids the Governor from doing so.

224. The New Jersey Constitution forbids the suspension of habeas corpus, which indicates that the Governor is without power to suspend laws.

225. State constitutions, like the New Jersey Constitution, that provide for the suspension of habeas corpus in emergencies are understood to have vested that authority in the legislature. *See* Hamburger, *supra* ¶ 142 at 1919; *see also* Tyler, *supra* ¶ 142. In contrast to the legislature, the executive “could not, even during an emergency, seize property” or “constrain the natural liberty of persons who were within the protection of the law, unless [the executive] had legislative authorization.” Hamburger, *supra* ¶ 142 at 1919.

226. The New Jersey Constitution forbids the Legislature from passing any “law impairing the obligation of contract[] or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. art. IV, § VII, ¶ 3. The Governor, who has no legislative authority, cannot use an executive fiat to accomplish legislative ends that the duly elected members of the Senate and General Assembly are constitutionally forbidden from enacting.

227. With no applicable grant of statutory authority to suspend laws or alter contractual obligations, Governor Murphy cannot invoke a general constitutional authority to do that which he is otherwise without authority to do. *See Home Bldg & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 425 (1934) (“Emergency does not create power. Emergency does not increase granted power or remove or diminish the restrictions imposed upon power granted or reserved.”).

228. Because Governor Murphy could not lawfully waive the application of N.J.S.A. 46:8-19 or the private leasehold contracts negotiated in reliance on those provisions, Executive Order 128 is void ab initio and must fail.

229. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

COUNT VIII: VIOLATION OF THE SEPARATION OF POWERS
EXECUTIVE ORDER 128 VIOLATES N.J. CONST. ART. III, § 1

230. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 155, as if fully set forth herein.

231. The New Jersey Constitution vests executive power in the Governor, N.J. Const. art. V, § 1, ¶ 1., and vests “plenary law-making authority” in “the State Senate and General Assembly.” *Commc’ns Workers of Am.*, 413 N.J. Super. at 255 (citing N.J. Const. art. IV, § 1, ¶ 1). Through this constitutional provision, “the people vested full sovereign authority in the Legislature, save as otherwise therein provided.” *Gangemi*, 25 N.J. at 8-9.

232. One legislative authority is the power to amend or repeal duly enacted laws. *See Commc’ns Workers of Am.*, 413 N.J. Super. at 274.

233. The New Jersey Constitution provides explicitly for the separation of powers. N.J. Const. art. III, ¶ 1.

234. When one branch aggrandizes its own power unilaterally—including when the Governor does so through an executive order—New Jersey courts apply a strict standard of review. *Comm’n Workers of Am.*, 413 N.J. Super. at 258-59.

235. A clear indication that the Governor has acted beyond his statutory grant of authority is when the statutory schemes that he invokes as the source of his authority are detailed and numerous but omit the specific type of action the Governor attempts to take. *See id.* at 271 (reasoning that the Legislature’s “omission of labor organizations and collective bargaining agreements” was “self-evident” from the statutory scheme).

236. The courts must hold invalid an executive action that goes beyond the Governor’s grant of authority, such that it is “fundamentally incompatible” with “existing laws and statutes as to impair the ‘essential integrity’ of the constitutional powers of the Legislature.” *Id.* at 274.

237. Governor Murphy has unilaterally waived or modified numerous validly enacted laws without legislative authorization.

238. Thus, Governor Murphy’s unilaterally waiving or amending of valid legislative enactments violated the separation of powers, so his actions are void ab initio and must fail.

239. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for the following relief against Defendants:

A. Issuance of a declaratory judgment that Executive Order 128 violates the Contracts Clause of the United States Constitution by interfering with the contractual rights and obligations of residential landlords and tenants in New Jersey.

B. Issuance of a declaratory judgment that the statutory and constitutional sources of authority that Governor Murphy invoked in enacting Executive Order 128 do not empower the Governor to waive or modify laws or contracts relating to residential leases.

C. Issuance of a declaratory judgment that Executive Order 128 violated the Plaintiffs' right to due process.

D. Issuance of a declaratory judgment that Executive Order 128 denied the Plaintiffs the equal protection of the law.

E. Issuance of a declaratory judgment that Executive Order 128 denied the Plaintiffs the privileges and immunities guaranteed to citizens of the United States.

F. Issuance of a declaratory judgment that Executive Order 128 violates the Contracts Clause of the New Jersey Constitution by interfering with the contractual rights and obligations of residential landlords and tenants in New Jersey.

G. Issuance of a declaratory judgment that Executive Order 128 violates the separation of powers by waiving or amending law.

H. Issuance of a declaratory judgment that Executive Order 128 is void ab initio.

I. Issuance of permanent injunctive relief prohibiting Governor Murphy, Attorney General Grewal, and Commissioner Persichilli from enforcing Executive Order 128.

J. For an award for all reasonable attorneys' fees incurred herein, as applicable, pursuant to 42 U.S.C. § 1988.

K. For costs of this suit incurred herein, as applicable.

L. For such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs Matthew Johnson; Charles Kravitz, Dawn Johanson-Kravitz, and Little Harry's LLC; Margarita Johnson, John Johnson, and Two Bears Property Management; and Andrew Van Hook and

Union Lake Enterprises, LLC hereby demand a trial by jury on all issues triable by jury in the above-entitled action.

Dated: June 30, 2020

Respectfully Submitted,

Kara Rollins

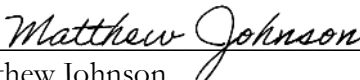
KARA ROLLINS (Attorney ID 107002014)
Litigation Counsel
HARRIET HAGEMAN (*Pro Hac Vice* Pending)
Senior Litigation Counsel
JARED MCCLAIN (*Pro Hac Vice* Pending)
Staff Counsel
NEW CIVIL LIBERTIES ALLIANCE
1225 19th Street NW, Suite 450
Washington, DC 20036
Telephone: (202) 869-5210
Facsimile: (202) 869-5238
Kara.Rollins@ncla.legal

THE LAW OFFICES OF TERENCE J. SWEENEY, ESQ.
TERENCE J. SWEENEY
44 Fairmount Avenue, Suite 1
Chatham, New Jersey 07928
sweeneylawfirm@optonline.net
(973) 665-0400

Counsel to Plaintiffs

VERIFICATION

I, Matthew Johnson, am a plaintiff in this proceeding. I have read this complaint and hereby verify that the contents are true and correct to the best of our knowledge, information, and belief, this 30th day of June 2020.


Matthew Johnson

VERIFICATION

We, Charles Kravitz and Dawn Johanson-Kravitz, the owners of Little Harry's LLC, are plaintiffs in this proceeding. On behalf of ourselves and our business, we have read this complaint and hereby verify that the contents are true and correct to the best of our knowledge, information, and belief, this 30th day of June 2020.



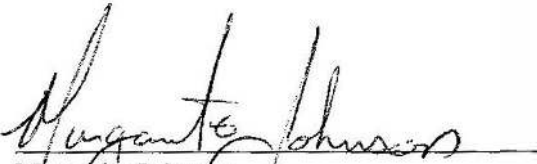
Charles Kravitz

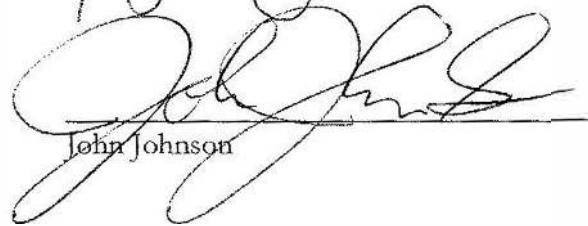


Dawn Johnson-Kravitz

VERIFICATION


We, Margarita and John Johnson, the co-trustees of the Johnson Family Trust, doing business as Two Bears Property Management, are plaintiffs in this proceeding. On behalf of ourselves and our business, we have read this complaint and hereby verify that the contents are true and correct to the best of our knowledge, information, and belief, this 30th day of June 2020.


Margarita Johnson


John Johnson

VERIFICATION

I, Andrew Van Hook, the managing member of Union Lake Enterprises, LLC, am a plaintiff in this proceeding. On behalf of myself and my business, I have read this complaint and hereby verify that the contents are true and correct to the best of our knowledge, information, and belief, this 30th day of June 2020.



Andrew Van Hook

EXHIBIT 1

03060

CUMBERLAND TITLE AGENCY, LLC
2030 SPRINGDALE RD., SUITE 800
CHERRY HILL, NJ 08003

DEED

Prepared by (Print signers name below signature)

Gerald A. Sinclair
Gerald A. Sinclair, Esquire

This Deed is made on July 13, , 2009

BETWEEN

whose address is:



referred to as the **Grantor**.
AND

Matt Johnson

whose post office address is: 624 Highland Avenue, Vineland, NJ 08360

referred to as the **Grantee**.

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

1. **Transfer of Title.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **Fifty Thousand.....and 00/100 Dollars (\$50,000.00)**

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Township of Cherry Hill Block No. 342.18 Lot No. 6-C0312, Account No.

3. **Property.** The property consists of the land and all the buildings and structures on the land in **Township of Cherry Hill, County of Camden, and State of New Jersey.** The legal description is:

ALL that certain real property in the Township of Cherry Hill, in the County of Camden and State of New Jersey, described as follows:

This property consists of the land and all the buildings and structures on the land in the Township of Cherry Hill, County of Camden and State of New Jersey, and other appurtenances thereto, in fee simple, subject to the provisions of the New Jersey Condominium Act (RS 46:8B-1 et seq.) as amended, and to the provisions of that certain Master Deed of Barclay Towers Condominium, a Condominium, dated October 22, 1986 and recorded in the Office of the Clerk of Camden County on October 23, 1986 in Deed Book 4167, Page 232, which real property is more particularly described as Unit No. 312 of said Condominium, together with other appurtenances to said unit which unit and appurtenances have been more specifically defined in the Master Deed, which is comprised of premises known as Block 342.18, Lot 6 on the Tax Map of Cherry Hill Township, New Jersey and including an undivided interest in the general common elements of said Condominium appurtenant to said unit, which Unit and appurtenant general common elements have been more specifically defined in the Master Deed and depicted on certain exhibits thereto.

FOR INFORMATION ONLY: BEING known as Lot 6, Qualifier C0312, Block 342.18 on the Official Tax Map of Township of Cherry Hill.



CAMDEN COUNTY, NJ
CAMDEN COUNTY CLERK'S OFFICE
DEED-OR BOOK 09108 PG 0359
RECORDED 09/25/2009 12:43:48
FILE NUMBER 2009071467
RCPT#: 814300; RECD BY: annal
RECORDING FEES 60.00
MARGINAL NOTATION 0.00
TOTAL TAX 200.00

RETURN NUMBER - 81583



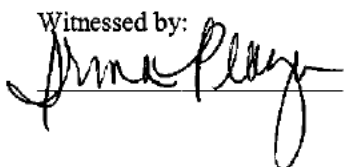
Being the same real property conveyed to [redacted] by Deed from [redacted] and [redacted] dated October 10, 2003 and recorded December 29, 2003 in Deed OR Book 7302, Page 224.

Said [redacted] appointed [redacted] as his attorney-in-fact by Power of Attorney dated [redacted] and recorded [redacted] in Deed Book [redacted], Page [redacted].

The street address of this Property is: 312 Barclay Towers, Cherry Hill Township, NJ

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

5. **Signatures.** The Grantor signs this Deed as of date at the top of the first page (Print name below each signature.)

Witnessed by:


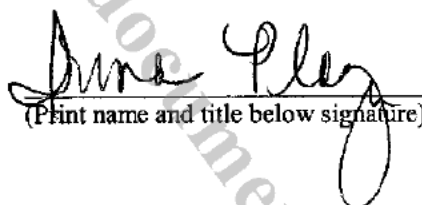
[redacted] (SEAL)

7.13.09

[redacted] (SEAL)

STATE OF NEW JERSEY:
COUNTY OF Cumberland ss:
I CERTIFY that on 7-13-09

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed.
(b) executed this Deed as his or her own act; and,
(c) made this Deed for \$50,000.00 as the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined N.J.S.A.46:15-5)


(Print name and title below signature)

RECORD AND RETURN TO:
CUMBERLAND TITLE AGENCY, LLC
2030 SPRINGDALE ROAD, SUITE 800
CHERRY HILL, NJ 08003
FILE NO. C3060

IRMA PLAZA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/18/2012

2012



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) [Redacted]

Current Resident Address:

Street: [Redacted] Hoboken, NJ 07030
City, Town, Post Office State Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s) 342.18 Lot(s) 6-C0312 Qualifier
Street Address: 312 Barclay Towers
City, Town, Post Office Cherry Hill State NJ Zip Code
Seller's Percentage of Ownership 100% Consideration \$50,000.- Closing Date 7/13/09

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

7.13.09

Date

[Redacted Signature]

Signature

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

Date

Signature

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

EXHIBIT 2

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 21st day of July, 2014, by and between

MATTHEW JOHNSON

Address: 2139 E Chestnut Ave #51 Vineland, NJ 08361

(hereinafter referred to as "Landlord") and

[REDACTED]
Address:

(hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Camden County, New Jersey, such real property having a street address of 312 Barclay Towers, Cherry Hill NJ 08034 (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term beginning on August 1st 2014, and ending at 12 o'clock midnight on July 31st 2015.
2. **RENT**. The total rent for the term hereof is the sum of NINETY SIX HUNDRED DOLLARS (\$9600) payable on the 1st day of each month of the term, in equal installments of EIGHT HUNDRED DOLLARS (\$800), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on September 1st 2014. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **SECURITY DEPOSIT**. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of TWELVE HUNDRED DOLLARS (\$1200), payable in THREE (3) installments, starting with SIX HUNDRED DOLLARS (\$600) payable on August 1st

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

2014, a second payment of THREE HUNDRED DOLLARS (\$300) on September 1st 2014, and a final payment of THREE HUNDRED DOLLARS (\$300) on October 1st 2014, as security for any damage caused to the Premises during the term hereof.

Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Further, Landlord will annually notify Tenant of certain information concerning the security deposit: the name of the bank where the security deposit is held, the type of account in which the funds are deposited, and the account's interest rate. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.

Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of [REDACTED] exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Not obstruct or cover the windows or doors;
 - (c) Not leave windows or doors in an open position during any inclement weather;
 - (d) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (e) Not cause or permit any locks or hooks to be placed upon any door or window or change existing locks without the prior written consent of Landlord;
 - (f) Keep all air conditioning filters clean and free from dirt;
 - (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (h) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (k) Tenant shall not smoke or allow guests to smoke within the unit;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. Any damage, disturbance, or violation of Condominium Association rules done by the tenant that results in a fine against the landlord will be the sole responsibility of the tenant to be collected within thirty (30) days of the levying of the fine.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **PROPERTY INSURANCE.** Landlord's property insurance does not insure the personal property of the tenant. Tenant acknowledges that he has been advised by the landlord to secure a separate renter's insurance policy if he wishes to protect his belongings from any potential damages.
14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises with 24 hours notice for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. The tenant must provide access to Barclay Towers Condominium Association employees in the event of an emergency that requires access to the unit. The tenant must provide access to the unit for any

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

government-mandated inspections.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at NINE HUNDRED DOLLARS (\$900) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS.** Tenant shall be entitled to keep no more than ONE (1) domestic cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of TWO HUNDRED DOLLARS (\$200), ONE HUNDRED DOLLARS (\$100) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the unit.
19. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) business days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY FIVE (\$25). For purposes of this section, a "business day" means any day other than a Saturday, Sunday or State or federal holiday.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **CRIME INSURANCE.** As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
33. **CHILD PROTECTION WINDOW GUARD OPTION.** Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.
34. **RETURN OF KEYS.** Tenant must return the keys/passes to the Premises, mailbox, building, and laundry to Landlord when Tenant vacates the Premises.
35. **TRUTH IN RENTING.** Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).
36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

If to Landlord to:

MATTHEW JOHNSON

2139 E CHESNUT AVE #51 VINELAND NJ 08361

If to Tenant to:

[REDACTED]

[REDACTED]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this 21st day of July, 2014.

Sign: [Signature]

Print: MATTHEW JOHNSON

Date: 7/21/2014

As to Tenant, this 21st day of July, 2014.

Sign: [REDACTED]

Print: [REDACTED]

Date: 7/21/2014

EXHIBIT 3

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 27th day of October, 2017, by and between

MATTHEW JOHNSON

Address: 2139 E Chestnut Ave #51 Vineland, NJ 08361

(hereinafter referred to as "Landlord") and

[REDACTED]

Address:

(hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Camden County, New Jersey, such real property having a street address of 312 Barclay Towers, Cherry Hill NJ 08034 (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term beginning on November 1st 2017, and ending at 12 o'clock midnight on October 31st 2018.
2. **RENT.** The total rent for the term hereof is the sum of TEN THOUSAND TWO HUNDRED (\$10,200) payable on the 1st day of each month of the term, in equal installments of EIGHT HUNDRED FIFTY DOLLARS (\$850), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on December 1st 2017. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of SIX HUNDRED DOLLARS (\$600) payable on November 1st

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2017, as security for any damage caused to the Premises during the term hereof.
Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Further, Landlord will annually notify Tenant of certain information concerning the security deposit: the name of the bank where the security deposit is held, the type of account in which the funds are deposited, and the account's interest rate. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.

Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of [REDACTED] exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of

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the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Not obstruct or cover the windows or doors;
 - (c) Not leave windows or doors in an open position during any inclement weather;
 - (d) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (e) Not cause or permit any locks or hooks to be placed upon any door or window or change existing locks without the prior written consent of Landlord;
 - (f) Keep all air conditioning filters clean and free from dirt;
 - (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (h) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

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- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (k) Tenant shall not smoke or allow guests to smoke within the unit;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. Any damage, disturbance, or violation of Condominium Association rules done by the tenant that results in a fine against the landlord will be the sole responsibility of the tenant to be collected within thirty (30) days of the levying of the fine.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **PROPERTY INSURANCE.** Landlord's property insurance does not insure the personal property of the tenant. Tenant acknowledges that he has been advised by the landlord to secure a separate renter's insurance policy if he wishes to protect his belongings from any potential damages.
14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises with 24 hours' notice for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. The tenant must provide access to Barclay Towers Condominium Association employees in the event of an emergency that requires access to the unit. The tenant must provide access to the unit for any

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government-mandated inspections.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at NINE HUNDRED DOLLARS (\$900) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS.** Tenant shall be entitled to keep no more than ONE (1) domestic cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of TWO HUNDRED DOLLARS (\$200), ONE HUNDRED DOLLARS (\$100) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the unit.
19. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent

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payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) business days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY FIVE (\$25). For purposes of this section, a "business day" means any day other than a Saturday, Sunday or State or federal holiday.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **CRIME INSURANCE.** As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
33. **CHILD PROTECTION WINDOW GUARD OPTION.** Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.
34. **RETURN OF KEYS.** Tenant must return the keys/passes to the Premises, mailbox, building, and laundry to Landlord when Tenant vacates the Premises.
35. **TRUTH IN RENTING.** Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).
36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

If to Landlord to:

MATTHEW JOHNSON

2139 E CHESNUT AVE #51 VINELAND NJ 08361

If to Tenant to:

[REDACTED]
[REDACTED]
[REDACTED]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this 27th day of October, 2017.

Sign: Matthew Johnson
Matthew Johnson (Oct 27, 2017)

Print: Matthew Johnson

Date: Oct 27, 2017

As to Tenant, this 27th day of October, 2017.

Sign: [REDACTED]

Print: [REDACTED]

Date: Nov 1, 2017

EXHIBIT 4

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 2nd day of October, 2018, by and between

MATTHEW JOHNSON

Address: 2139 E Chestnut Ave #51 Vineland, NJ 08361

(hereinafter referred to as "Landlord") and

[REDACTED]
Address:

(hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Camden County, New Jersey, such real property having a street address of 312 Barclay Towers, Cherry Hill NJ 08034 (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term beginning on November 1st 2018, and ending at 12 o'clock midnight on October 31st 2019.
2. **RENT.** The total rent for the term hereof is the sum of NINE THOUSAND NINE HUNDRED (\$9,900) payable on the 1st day of each month of the term, in equal installments of EIGHT HUNDRED TWENTY FIVE DOLLARS (\$825), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on December 1st 2018. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of SIX HUNDRED DOLLARS (\$600) payable on November 1st

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2018, as security for any damage caused to the Premises during the term hereof.
Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Further, Landlord will annually notify Tenant of certain information concerning the security deposit: the name of the bank where the security deposit is held, the type of account in which the funds are deposited, and the account's interest rate. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.
Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of [REDACTED] exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of

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the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Not obstruct or cover the windows or doors;
 - (c) Not leave windows or doors in an open position during any inclement weather;
 - (d) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (e) Not cause or permit any locks or hooks to be placed upon any door or window or change existing locks without the prior written consent of Landlord;
 - (f) Keep all air conditioning filters clean and free from dirt;
 - (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (h) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

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- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (k) Tenant shall not smoke or allow guests to smoke within the unit;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. Any damage, disturbance, or violation of Condominium Association rules done by the tenant that results in a fine against the landlord will be the sole responsibility of the tenant to be collected within thirty (30) days of the levying of the fine.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **PROPERTY INSURANCE.** Landlord's property insurance does not insure the personal property of the tenant. Tenant acknowledges that he has been advised by the landlord to secure a separate renter's insurance policy if he wishes to protect his belongings from any potential damages.
14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises with 24 hours' notice for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. The tenant must provide access to Barclay Towers Condominium Association employees in the event of an emergency that requires access to the unit. The tenant must provide access to the unit for any

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

government-mandated inspections.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at EIGHT HUNDRED SEVENTY FIVE (\$875) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS.** Tenant shall be entitled to keep no more than ONE (1) domestic cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of TWO HUNDRED DOLLARS (\$200), ONE HUNDRED DOLLARS (\$100) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the unit.
19. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent

Matthew Johnson and [REDACTED] Lease Agreement
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payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) business days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY FIVE (\$25). For purposes of this section, a "business day" means any day other than a Saturday, Sunday or State or federal holiday.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Matthew Johnson and [REDACTED] Lease Agreement
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28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **CRIME INSURANCE.** As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
33. **CHILD PROTECTION WINDOW GUARD OPTION.** Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.
34. **RETURN OF KEYS.** Tenant must return the keys/passes to the Premises, mailbox, building, and laundry to Landlord when Tenant vacates the Premises.
35. **TRUTH IN RENTING.** Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).
36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Matthew Johnson and [REDACTED] Lease Agreement
312 Barclay Towers Cherry Hill New Jersey

If to Landlord to:

MATTHEW JOHNSON

2139 E CHESNUT AVE #51 VINELAND NJ 08361

If to Tenant to: [REDACTED]

[REDACTED]

[REDACTED]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this 2nd day of October, 2018.

Sign: [REDACTED]

Print: [REDACTED]

Date: 10/02/2018

As to Tenant, this 2nd day of October, 2018.

Sign: Matthew Johnson
Matthew Johnson (Oct 2, 2018)

Print: Matthew Johnson

Date: 10/02/2018

EXHIBIT 5

PREPARED BY: [REDACTED]

Preparer signature no longer required by NJSA 46:26A-3

DEED

THIS DEED is made on the 11th day of Feb., 2019 between
Delivered on Feb. 22, 2019

[REDACTED]

[REDACTED]

Grantor(s)

AND

CHARLES KRAVITZ and DAWN JOHANSON-KRAVITZ,

611 Heston Road
Glassboro, New Jersey 08028

Grantee(s)

In return for the payment to the Grantor(s) by the Grantee(s) of **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00)**, the Grantor(s) Grant and convey to Grantee(s) all that certain parcel of land situate in the Borough of Glassboro, County of Gloucester and State of New Jersey and being further described as follows:

BEGINNING at a point in the Northwesterly line of Heston Road, said point being distant North 51 degrees 13 minutes 40 seconds East, 347.64 feet measured along the said line of Heston Road from the Northeasterly end of a curve having a radius of 30.00 feet connecting the said Northwesterly line of Heston Road with the Northeasterly line of Carpenter Street, said beginning point being in the division line between Lots 5 and 6, Block 390-A, Plan of Glen Lake Estate; thence

- (1) Along the division line between Lots 5 and 6, said Plan, North 40 degrees 35 minutes 40 seconds West, 110.45 feet to a point in the line of said Lot 13, said Plan; thence
- (2) Along the line of same and partly along the line of Lot 12, said Plan, North 49 degrees 24 minutes 20 seconds East, 70.75 feet to the division line between Lots 6 and 7, said Plan; thence
- (3) Along said division line between Lots 6 and 7, said Plan, South 40 degrees 35 minutes 40 seconds East, 112.70 feet to a point in the Northwesterly line of said Heston Road; thence
- (4) Along same, South 51 degrees 13 minutes 40 seconds West, 70.78 feet to the point and place of BEGINNING.

BEING Lot 6, Block 390.01 as shown on the Official Tax Map of the Borough of Glassboro.

BEING the same land and premises which became vested in [REDACTED] dated June 9, 2008, recorded June 13, 2008 in Deed Book 4547, Page 291.

EXHIBIT 6

RESIDENTIAL LEASE AGREEMENT

THIS LEASE: August 3, 2019

BETWEEN:

**Charles Kravitz &
Dawn Johanson-Kravitz
Operating as Little Harry's LLC**

(the "Landlord")

-And-

1. [REDACTED]
[REDACTED]
3. [REDACTED]
[REDACTED]

2. [REDACTED]
[REDACTED]
4. [REDACTED]
[REDACTED]

(the "tenant")

**(individually the "Party" and
Collectively the "Parties")**

In consideration of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Leased Property

- The Landlord agrees to rent to the Tenant(s) the property, municipality described as: **611 Heston Road Glassboro, New Jersey 08028** for use as residential premises only.
- No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord. Violation of this will constitute a breach of this lease.
- No animals are allowed to be kept in or about the property.
- Subject to the provisions of this lease, the Tenant(s) is/are entitled to the use of parking on the property including garage.
- Any notice to terminate this lease must comply with the applicable legislation of the State Of New Jersey.

TERM

- The term of the lease commences at 12:00 noon on August 15, 2019 and ending at 12:00 noon on June 1, 2020.

RENT

- Subject to the provisions of this lease, the rent for the property is **\$2000.00** per month ("Rent").
- All rent must be postmarked on or before the first of the month of this lease There will be a late fee **\$100.00** any late payment.
- The Tenant will pay the Rent on or before the first day of each every month of the term of this Lease to the Landlord at **173 Ewan Road Mullica Hill, New Jersey 08062 or Republic Bank Glassboro**
- Forms of payment may be:
 - Cash (US Dollars)
 - Personnel Check
 - Cashier's Check
 - Or Direct deposit
- The Landlord agrees to maintain the rent listed above for the duration of this Lease.

INITIALS:






Security Deposit

- On execution of this lease, the tenant will pay the Landlord a Security deposit of **\$2000.00** (the "Security Deposit")
- The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at
- The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by law.
- During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - Repainting required to repair the results of any other improper use or excessive damage by the Tenant
 - Unplugging toilets sinks and drains
 - Replacing damaged or missing doors, windows, screens, mirrors or light fixtures
 - Repairing cuts, burns or water damage to floors, rugs or other areas
 - Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant(s) or by any person whom the Tenant(s) is responsible for.
 - The cost of extermination where the Tenant(s) guest(s) have brought or allowed insects into the property or building
 - Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
 - Replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant(s) misplacement of the keys; and
 - Any other purpose under this Lease or Act.

INITIALS:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

- All carpeting must be professionally cleaned at the end of the lease.

For the purpose of this clause, the Landlord may charge the Tenant(s) for professional cleaning and repairs if the Tenant(s) has not made alternate arrangements with the Landlord.

- The Tenant(s) may not use the Security Deposit as payment for Rent.
- Within the time period required by law and after termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to any such address as directed in writing by the Tenant(s).

Inspections

- The Parties will sign an inspection report at the beginning and end of this tenancy.
- At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs. Or to show the Property to prospective tenant(s) or purchasers in compliance with the law.

Renewal of Lease

- Upon giving written notice no later than 90 days before the expiration of term of this Lease, the Tenant(s) may renew this Lease for additional term. All terms of the renewed lease will be the same **except** for this renewal clause and the amount of the Rent.
- The tenant(s) may not make any improvements to the Property.

Utilities and Other Charges

- The Landlord is responsible for the payment of Sewer, Water Utilities and Property taxes .
- The Tenant(s) is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, cable, telephone and natural gas.

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Insurance

- The Tenant(s) is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- The Tenant is responsible for insuring The Landlord’s contents and furnishings in or about the Property for either loss or damage for the benefit of the Landlord.
- The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the property, and the Tenant assume no liability for any such loss.
- The Tenant(s) is **NOT** responsible for insuring the Property for liability insurance, and the Tenant(s) assume **NO** liability for any such loss.
- The tenant(s) will provide proof of insurance to the Landlord or sign a letter assuming liability for items that would be covered.

Attorney Fees

- In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party’s attorney fees.

Governing Law

- This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Jersey.

Severability

- If there is a conflict between any provision of this Lease and laws of the State of New Jersey, the current laws will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the laws. Further, any provisions that are required by the law are incorporated into this lease.

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- The invalidity or unenforceability of any provision of this Lease will not affect the validity or enforceability of any provisions of this Lease. such other provisions remain in full force and effect.

Amendment of Lease

- This Lease may only be amended or modified by a written document executed by all Parties.

Assignment and Subletting

- The Tenant will not assign this Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this lease.

Additional Clauses

- The Tenant(s) is to conduct themselves in a legal and respectful manor. The Tenant agrees to follow all laws and ordinances for the **Borough of Glassboro, New Jersey**. The tenant(s) are responsible for any fines leveled against the Landlord for violations. The Landlord will notify the Tenant(s) in writing of such violations. Any additional violations will result in immediate termination of this Lease.

THE TENANT(S) AGREES TO PAY A FEE THAT EQUALS TWICE THE AMOUNT OF ONE MONTH'S RENT.

- The Tenant will obey all Federal, State, and local laws and or ordinances, any convictions for the violation(s) will result in the immediate termination of this Lease. The Tenant(s) will be responsible for any and all fines assessed to the Landlord.

THE TENANT(S) AGREE TO PAY A FEE THAT EAUALS TWICE THE AMOUNT OF ONE MONTH'S RENT.

- **THE TENANT(S) ARE RESPONSIBLE TO PAY ANY AND ALL LEGAL OR COLLECTION FEES USED TO ENFORCEMENT OF THIS LEASE.**

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- Upon vacating this Property, the Tenant(s) is to return the Property in the condition that it was received. The carpeting must be professionally cleaned. In the event this is not done any fees needed to correct this will be deducted from the Security Deposit.

Damage to Property

- If the property should be damaged by the negligence or willful act(s) or that of the Tenant's employee, agent, or visitor(s), and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

- The Tenant(s) will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and renewal of this Lease.
- Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant(s) misuse, waste, or neglect or that of the Tenant(s) employee, family, agent or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
- In the event the repair of a major appliance such as Heating, Air Conditioning, water heater, stove or dishwasher will be covered in full by the Landlord, as long as it is not due to misuse, waste or neglect.

Care and Use of Property

- The Tenant(s) will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishing supplied by the Landlord.
- The Tenant will not engage in any illegal trade or activity on or about the Property.
- The parties will comply with all standards of health, sanitation, fire, housing and safety as required by law.
- The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture accumulation that occurs or of any visible evidence of mold discovery by the Tenant(s). The Landlord will promptly respond to any such written notices from the

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Tenant(s).

- If the Tenant is absent from the Property and the is unoccupied for a period of 7 consecutive days or longer, the Tenant(s) will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
- At the expiration of the term of this Lease, the Tenant(s) will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, responsible use and wear and tear excepted.

Rules and Regulations

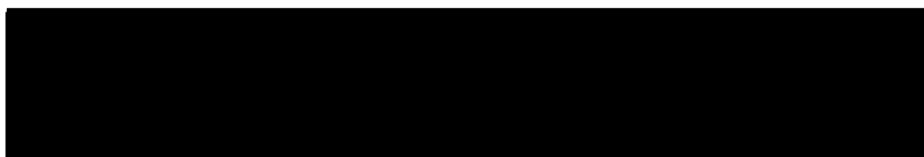
- **The Tenant(s) will obey all rules and regulations of the Landlord regarding the Property.**

Mediation and Arbitration

- If any dispute related to this Lease between the Parties is not resolved through informal discussion within 14 days from the date the dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event the mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant(s).

Address for Notification

- For any matter relating to this tenancy, the Tenant(s) may be contacted at the Property or through the phone number(s) below:



INITIALS:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

- For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

[REDACTED]

Phone: [REDACTED]

Email address: [REDACTED]

General Provisions

- All monetary amounts stated or referred to in this Lease are based on United States currency.
- Any waiver by the Landlord of any failure by the Tenant(s) to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- This Lease will extend to and be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors and assigns of each party. All covenants are to be construed as conditions of this Lease.
- All sums payable by the Tenant(s) to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this lease.
- Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the law.
- The Tenant(s) will be charged an additional amount of \$75.00 for each N.S.F. check or checks returned by the Tenant's financial institution. If there are more than three (3) instances by any or all tenant(s), the Tenant(s) will be restricted to payment by cash, cashier's check or direct deposit for the remainder of the current lease.
- If the Tenant(s) moves out prior to the natural expiration of this Lease, a re-rent levy of two (2) times the amount of the current rent being charged to the Tenant(s).

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- Heading are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa.
- This Lease may be executed in counter parts. Facsimile signatures are binding and are considered to be original signatures.

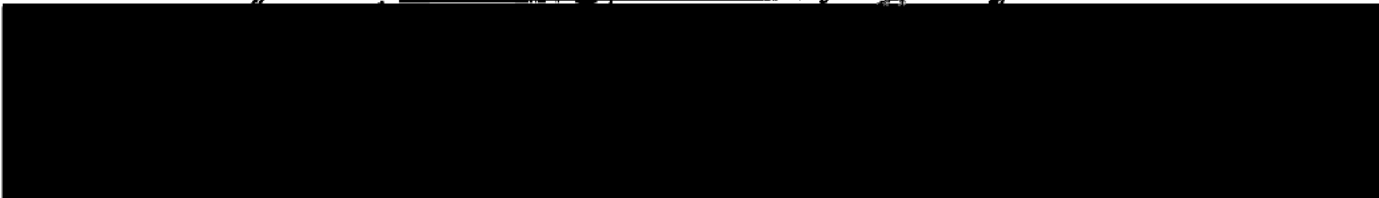
This Lease constitutes the entire agreement between the Parties

- During the last 90 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual "for Sale" or "for Rent" or "Vacancy" signs on the Property.
- Time is of the essence in this Lease.

IN WITNESS WHEREOF CHARLES KRAVITZ & DAWN JOHANSON KRAVITZ OPERATING AS LITTLE HARRY'S LLC HAVE DULY AFFIXED THEIR SIGNATURES ON THIS: 15th OF August 2019.

Charles Kravitz: [Signature]

Dawn Johanson-Kravitz [Signature]

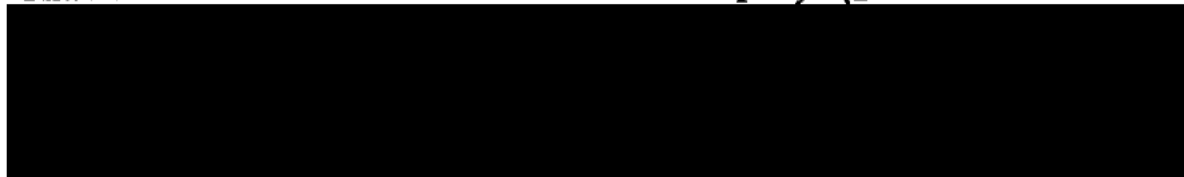


The Tenant(s) acknowledges receiving a duplicate copy of this Lease signed by the Tenant(s) and the Landlord on the _____ Day of _____, 20____

Lead-Based Paint Disclosure

Property: 611 Heston Road Glassboro, NJ 08028

Charles Kravitz & Dawn Johanson-Kravitz operating as Little Harry's LLC



INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Landlord's Disclosure

The Landlord(s) CERTIFIES THAT:

- The Landlord has **NO** knowledge of any lead-based paint and/or lead-based paint hazards in or about the **Property**.
- The Landlord has **NO** records or reports relating to lead-based paint and/or lead-based paint hazards in or about the **Property**.

Date: 08/15/2019

Landlord: Charles Kravitz: [Signature]

Landlord: Dawn Johanson-Kravitz: [Signature]

Tenant's disclosure

The Tenant's acknowledge receipt of:

- The information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- The pamphlet *Protect your family from lead in your home* (EPA-747-K-99-001) or equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: 08/15, 20 19

Tenant 1: [REDACTED]
Tenant 3: [REDACTED]

Tenant 2: [REDACTED]
Tenant 4: [REDACTED]

The pamphlet *Protect your family from Lead in Your Home* can be ordered in hard copy or can be printed from the website:
<http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

ASBESTOS DISCLOSURE

Property: 611 HESTON ROAD GLASSBORO, NJ 08028

Landlord: Charles Kravitz and Dawn Johanson-Kravitz

Landlord's Disclosure

The Landlord CERTIFIES THAT:

- The Landlord has investigated and there is **NO** asbestos in or about the Property.
- The Landlord has **NO** records or reports with respect to asbestos in or about the property.

Date: 08/15/2019

Landlord: Charles Kravitz: [Signature]

Landlord: Dawn Johanson-Kravitz: [Signature]

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 08/15/2019

Tenant 1: [REDACTED]
Tenant 2: [REDACTED]
Tenant 3: [REDACTED]
Tenant 4: [REDACTED]
INITIALS: [REDACTED]

EXHIBIT 7

RECORDING INFORMATION SHEET

**CUMBERLAND COUNTY CLERK'S OFFICE
60 WEST BROAD STREET
BRIDGETON NJ 08302**

INSTRUMENT NUMBER:

587339

Official Use Only

CELESTE RILEY, COUNTY CLERK
CUMBERLAND COUNTY, NJ

INSTRUMENT NUMBER
587339
RECORDED ON
11/12/2019 01:40:27 PM
BOOK: 04186 PAGE: 8394
GH

Consideration: \$1.00

MAIL COPY _____
NO COPY _____
ENVELOPE

ADDITIONAL STAMPINGS _____

DOCUMENT TYPE:

DEED - Exempt

Return Address (for recorded documents)





No. of Pages (excluding Summary Sheet)	7
Recording Fee (excluding Transfer Tax)	\$103.00
Realty Transfer Tax	\$0.00
Amount Charged	\$103.00
Parcel Information	Block: 726 Lot: 7 Municipality: VINELAND
First Party Name	MARGARITA JOHNSON
Second Party Name	JOHN O JOHNSON SR
Payment(s)	Check (1184)

Additional Information (Official Use Only)



***** **DO NOT REMOVE THIS PAGE.** *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CUMBERLAND COUNTY FILING RECORD
 ***** **RETAIN THIS PAGE FOR FUTURE REFERENCE** *****

NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.
 COVER PAGE DOES NOT INCLUDE ALL DATA. PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Cumberland County Recording Data Page Honorable Celeste M. Riley Cumberland County Clerk 	<i>Official Use Only – Barcode</i>
<i>Official Use Only – Record & Return</i> 	<i>Official Use Only – Realty Transfer Fee</i>
Date of Document: 10/16/2019	Type of Document: DEED
First Party Name: JOHNSON, MARGARITA	Second Party Name: JOHNSON SR., JOHN O. & JOHNSON, MARGARITA, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE JOHNSON FAMILY TRUST
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 726	Lot: 7
Municipality: VINELAND	
Consideration: \$1.00	
Mailing Address of Grantee: 2773 MAGNOLIA ROAD, VINELAND, NJ 08361	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

APP 153

DEED

Prepared by: Michael D. Bonfrisco, Esquire

This Deed dated 10/16/2019.

BETWEEN

MARGARITA JOHNSON

whose address is 2773 Magnolia Road, Vineland, NJ 08361

referred to as the Grantors,

AND

JOHN O. JOHNSON, SR. AND MARGARITA JOHNSON, Trustees, or their successors in trust, under the JOHNSON FAMILY TRUST, dated April 01, 2019, and any amendments thereto with a life estate interest to JOHN O. JOHNSON SR. AND MARGARITA JOHNSON.

whose address is 2773 Magnolia Road, Vineland, NJ 08361

referred to as the Grantees

The words Grantor and Grantee shall mean all Grantors and all Grantee listed above,

Transfer of Ownership. The Grantor grants and conveys and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00) AND NO CENTS.**

The Grantor acknowledges receipt of this money.

Tax map reference. (N.J.S.A. 46:15-2.1) Municipality of City of Vineland
Block: 726 Lot: 7

Property. The property consists of the land and all the buildings and structures on the land located in city of Vineland, and in the County of Cumberland, State of New Jersey. The legal description is:

SEE ATTACHED LEGAL DESCRIPTION

BEING the same land and premises which Mildred Woodson, by Deed dated August 30, 2004, and recorded in the Office of the County Clerk in and for the County of Cumberland in deed book 2769, page 54 granted and conveyed unto MARGARITA JOHNSON.

BEING commonly known as 728 South 6th Street, Vineland, New Jersey.

All that certain land and premises situate in the City of Vineland, County of Cumberland and the State of New Jersey bounded and described as follows:

BEGINNING at a corner on the westerly side of Sixth Street at the distance of 100 feet Northwardly from the intersection of the Westerly side of Sixth Street with the Northerly side of Washington Avenue; thence

- 1) North 82 degrees West, 100 feet to a corner; thence
- 2) North 08 degrees East, 47 feet to a corner; thence
- 3) South 82 degrees East, 100 feet to a corner on the westerly side of Sixth Street; thence
- 4) Along the Westerly side of Sixth Street, South 08 degrees West, 47 feet to the place of BEGINNING.

BEING know as Lot 7, Block 726 as shown on the City of Vineland tax map.

COMMONLY known as 728 South 6th Street.



State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

MARGARITA JOHNSON

Current Street Address

2773 MAGNOLIA ROAD

City, Town, Post Office Box

VINELAND

State

NJ

Zip Code

08361

PROPERTY INFORMATION

Block(s)

726

Lot(s)

7

Qualifier

Street Address

728 South 6th Street

City, Town, Post Office Box

VINELAND

State

NJ

Zip Code

08360

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

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

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

SELLER'S DECLARATION

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

10/16/2019

Date

Margarita Johnson

Signature

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

Date

Signature

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

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY CUMBERLAND } SS. County Municipal Code 0614
MUNICIPALITY OF PROPERTY LOCATION VINELAND

FOR RECORDER'S USE ONLY
Consideration \$ 1.00
RTF paid by seller \$ 1.00
Date 11/12/19 By [Signature]

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

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

Deponent, MARGARITA JOHNSON being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 726 Lot number 7 located at
728 South 6th Street, Vineland and annexed thereto
(Street Address, Town)

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

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

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

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

\$ _____ + _____ % = \$ _____

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

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

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

(a) For consideration less than \$100; OTHER: N.J.A.C. 18:16-5.11(a): A transfer of realty to a grantee in trust to hold the property for the exclusive use and benefit of the grantor is not subject to a realty transfer fee

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

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

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

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me
this 16 day of October, 2019

[Handwritten signature]

Angelina B Fean
Notary Public
New Jersey
My Commission Expires 3-31-2022
No. 50057702

Margarita Johnson MARGARITA JOHNSON
Signature of Deponent Grantor Name
2773 MAGNOLIA RD VINELAND 2773 MAGNOLIA RD VINELAND
Deponent Address Grantor Address at Time of Sale
XXX-XXX-XXXX Last three digits in Grantor's Social Security Number
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number 553751 County Cumberland
Deed Number 641 Book 641 Page 374
Deed Date 11/12/19 Date Recorded 11/12/19

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

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY CUMBERLAND } SS. County Municipal Code 0614
MUNICIPALITY OF PROPERTY LOCATION VINELAND

FOR RECORDER'S USE ONLY
Consideration \$ 1.00
RTF paid by seller \$ 0.00
Date 11/12/19 By [Signature]

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

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

Deponent, MARGARITA JOHNSON being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 726 Lot number 7 located at
728 South 6th Street, Vineland and annexed thereto
(Street Address, Town)

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

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

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(Instructions #5A and #7 on reverse side)

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

\$ _____ + _____ % = \$ _____

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

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

(a) For consideration less than \$100, OTHER, N.J.A.C. 18:16-5.11(a): A transfer of realty to a grantee in trust to hold the property for the exclusive use and benefit of the grantor is not subject to a realty transfer fee

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

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

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

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises Owners as joint tenants must all qualify

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this 16 day of October, 2019

Angelina B Fean
Notary Public
New Jersey
My Commission Expires 3-31-2022
No. 50057702

[Signature] MARGARITA JOHNSON
Signature of Deponent Grantor Name
2773 MAGNOLIA RD VINELAND 2773 MAGNOLIA RD VINELAND
Deponent Address Grantor Address at Time of Sale
XXX-XXX-[Redacted] Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number 55719 County Cumberland
Deed Number 10112/19 Book 10112 Page 19
Deed Dated 11/12/19 Date Recorded 11/13/19

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

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

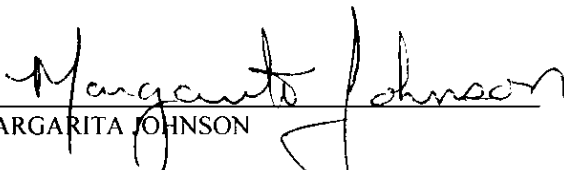
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website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

TOGETHER with all and singular buildings, improvements, ways, trees, waters, water courses, rights, liberties, privilege, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT to all easements, reservations and restrictions of record, such state of facts as would be disclosed by a policy of title, accurate survey and or inspection of the premises and subject to all laws, ordinances and regulations affecting the premises.

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

Date: 10/16/2019



MARGARITA JOHNSON

STATE OF NEW JERSEY :
SS
COUNTY OF CAMDEN :

I CERTIFY that on 10/16/2019, MARGARITA JOHNSON, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

46:15-5.)


Notary Public

Angelina B Fean
Notary Public
New Jersey
My Commission Expires 3-31-2022
No. 50057702

EXHIBIT 8

Residential Lease

APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on 31 July 2017, between John & Margarita Johnson, herein referred to as Lessor, and [REDACTED] herein referred to as Lessee. Lessor leases to Lessee the premises situated at 728 South 6th Street, Unit A, in the City of Vineland, County of Cumberland, State of New Jersey, and more particularly described as follows: together with all appurtenances, for a term of one year, to commence on 1 August 2017, and to end on 31 July 2019 at 11:59 o'clock p.m. Prior to the natural expiration of this lease, Lessee agrees to either sign a new lease or surrender the property without delay.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Eight Hundred Twenty Dollars (\$820.00) and utilities specified in Item 37 and other rents [REDACTED] per month **by the 1st** day of each calendar month beginning 1 August 2017, at 728 South 6th Street, Unit A, City of Vineland, State of New Jersey, or at such other place as Lessee may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Margarita Johnson.

3. Late Payments. For any rent payment not paid by the date due and received by Lessor after the 7th of the month, Lessee shall pay a late fee in the amount of Fifty Dollars (\$50.00). **Payments that are mailed will be considered late if the post mark is after the 7th day of the month.** Payments will be late if the check or money order is not signed or the instrument of payment is returned to the Lessor by the bank for **any reason**.

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned by the bank without having been paid, Lessee will pay a return check service fee of Thirty Dollars (\$30.00) to cover the return check fee **AND** pay the late fee in the amount of Fifty Dollars (\$50.00) **IN ADDITION TO** the past due rent(s) and utilities. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent. If the Lessee pays and a third time and the payment is rejected by the bank, Lessee will pay with cash and a receipt will be provided as proof of payment.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor One Thousand Two Hundred Thirty Dollars (\$1230.00), the sum equal to one and one-half (1.5) months rent, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, with interest, except where required by law, on the full and faithful performance by them of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. The Lessee will not play a radio, television, stereo, other entertainment device or other device that will make loud noise before 7 am or after 11 pm, in order that the neighbors shall not be disturbed. This clause will also apply to any parties the Lessee may host at the premises, and comply with the 7am to 11pm noise restriction.

2017-Errera residential Lease.rtf

Date & Lessee Initials [REDACTED]

14. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Lessee will not allow any one to use the address for the purpose of proof of residency to get federal, state or local benefits to include schooling of minor children. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, TERMINATE THIS LEASE IMMEDIATELY.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures, shall be removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. Any improvements removed by the Lessee shall be replaced by the Lessee, at Lessee's sole expense, of equal or better quality to the original fixture removed and make the premise tenable and left in good repair and aesthetically pleasing. Any painting necessary to achieve this will be at the Lessee's expense.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of their employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been inhabitable; but, if the leased premises should be damaged by Lessee's negligence or willful act or that of their employee, family, agent, visitor or animal brought to the property by the afore mentioned to include the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end immediately and the rent shall be paid by the Lessee until the end of this Lease.

16A. Damage to Premises. (Financial Responsibility) Lessee shall be responsible for and paying the cost of all damages; to include materials, labor and any applicable taxes, caused by the Lessee or Lessee's negligence or willful act or that of their employee, family, agent, visitor or animal brought to the property by the afore mentioned. These costs will be added to the Lessee's account and become rent. The cost of repairs will not be added to the Lessee's rent IF the Lessee is able to have the responsible entity pay the full cost of repairs to the Landlord, the Landlord's agent or repairman directly. A valid receipt of funds needs to be in the Lessee's possession to remove the charges from the rent account.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services including Electric, Gas and Water required on the premises, except that Sewer and Solid waste shall be provided by Lessor. A copy of the water bill will be given to the Lessee and the bill total added to the rent, payable to the Lessor.

20B. Maintenance and Repair. (Billing) Lessee will be billed at the following rates.

- Commercial Tradesman – Face values of commercial bill.
- Two Bears Agent – One time Service Call.
 - One time - \$65.00 (USD) per incident
 - Hourly Rate - \$.10.00 per hour

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a renters insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. A Pet shall be allowed with the prior written consent of the Lessor. At the time of signing this lease, Lessee has no pets. Lessor is held solely responsible for all damages and illegal issues caused by the animal. Lessee is required to have a pet rider to the renter's insurance to cover the liability of owning an animal. **All mammal pets will be house broken. All pets will urinate and defecate outside of the house.** If their authorized animal dies, Lessee must get a Letter of authorization for a new pet. If Lessee buys a replacement mammal pet and does not comply with this section, the lease will terminate AND Lessee will leave the property immediately AND Lessee will be responsible for the rent until the property can be rented to a new Lessee.

24. Display of Signs. During the last 60 days of this lease, Lessor or their agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Lessee agrees to allow prospective tenants to enter to view the property, when given reasonable notice. The property will be in a clean and presentable condition.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Legal Actions.

1. Lessee is made aware, if the rent is not paid in full the 20th day of the month, or arrangements made, Lessor will file with the Landlord / Tenant Court.
 - a. Lessee will be responsible for:
 - i. The cost of filing.
 - ii. Mailing of notices.
 - iii. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
 - iv. These fees will be added to the rent balance.
2. Lessee will comply with the number of occupants on the occupancy permit.
 - a. Willfully Allowing persons other than those listed in the lease, to use the address for receiving federal, state or local benefits will cause the termination of the lease.
 - b. This does not apply to parties hosted by the Lessee.
 - c. Parties will not last longer than 48 hours.
 - d. If additional persons are to be added, while complying with state maximum occupancy laws, a written addendum will be entered into and signed by Lessor & Lessee.
 - e. Lessee will be responsible for any and all fines associated with the property occupied by the Lessee.

6. Lessee is made aware, if the property is damaged by the Lessee or agent, guest or visitor, Lessor will file with the appropriate Court to reclaim the cost for repair.
 - a. Lessee will be responsible for:
 - i. All repair costs to include materials, labor and estimates if applicable.
 - ii. All court costs of filing.
 - iii. All costs for Mailing of notices.
 - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
 - v. All cost of filing eviction.
 - vi. All Cost of eviction by the Sheriff.
 - vii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
 - viii. All items A-i thru A-vii, will be added to the rent balance.

7. Lessee is made aware, if the property is damaged by the Lessee, their employee(s), agent(s), guest(s) or visitor(s), Lessor will file with the Landlord / Tenant Court to document the dispute and /or request eviction. Lessor will file with the appropriate Court to reclaim the cost for repair.
 - a. Lessee will be responsible for:
 - i. All repair costs to include materials, labor and estimates if applicable.
 - ii. All court costs of filing.
 - iii. All costs for Mailing of notices.
 - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
 - v. All cost of filing eviction.
 - vi. All Cost of eviction by the Sheriff.
 - vii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
 - viii. All items A-i thru A-vii, will be added to the rent balance.

8. Lessee is made aware, if the property is abandoned is responsible:
 - a. Lessee's abandoned property will be placed in storage for only one month.
 - i. All repair costs to include materials, labor and estimates if applicable.
 - ii. All court costs of filing.
 - iii. All costs for Mailing of notices.
 - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
 - v. All cost of filing eviction.
 - vi. All Cost of eviction by the Sheriff.
 - vii. All costs of packing, moving and storage.
 - viii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
 - ix. All items A-i thru A-viii, will be added to the rent balance.

9. Lessee is made aware, if the contract is made void by any actions of the Lessee:
 - a. Lessee will be responsible for:
 - i. All items contained within Item 36 subsection 5.
 - ii. All items contained within Item 36 subsection 6.
 - iii. All items contained within Item 36 subsection 7.
 - iv. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first.

2017-Errera residential Lease.rtf

Date & Lessee Initials [REDACTED]

2. Lessee will change the utilities (electric and gas) to the lessee's name within 48 hours of signing the lease.
 - a. Since the Gas & Electric bills are leans against the property:
 - i. If balances are not kept current, a combined balance of less than \$100.00, by the end of the month, Lessor has the right to exercise Item 36 sub 5 and Item 36 sub 9 when applicable.
3. Lessee will call the Lessor immediately if there is a change of status for the property. To include damaged appliances or malfunctioning fixtures.
4. Lessee **WILL** call the Lessor immediately if mail for the Lessor arrives. Lessee will not open said mail, which would be a breach of Federal Postal laws.

6. Addendum to Item 19.
 - a. Lessee will maintain the kitchen to keep the stove, oven & refrigerator clean & spill free.
 - b. Lessee will maintain the kitchen to keep the counters, cabinets & floor clean & spill free.
 - c. Lessee will maintain the kitchen sinks clean.
 - d. Lessee will maintain the bathroom(s) counters, cabinets & floor clean & spill free.
 - e. Lessee will maintain the bathroom(s) sinks & tubs clean.
 - f. (When applicable) Lessee will maintain the water system.
 - g. (When applicable) Lessee will maintain the septic system.
7. Addendum to Item 20.
 - a. Lessee will maintain the lawn; front, back and sides, to be between 4" (the length of adult fingers) to 8" (the long length of an adult hand) or less.
 - b. Where Applicable: Lessee will maintain the shrubs/bushes between fifty-four (54) to sixty six (66) inches high.
 - c. Lessee will remove leaves and any trash from the lawn; front, back and sides,
 - d. Lessee will keep the sidewalks clean of debris and free of ice and snow, so two adults may pass each other without one person being completely walking in snow.
 - e. Lessee will keep the sidewalks clean and free of ice and snow to the edges of the sidewalks so the mail carrier or emergency workers can reach the property doors easily.
 - f. Lessee will keep the lawn; front, back and sides, free of pet feces.

18. Lessee will list all vehicles they own.

- a. Total Vehicles = _____
- b. Make _____, Model _____, Color _____, Plate state/# _____
- c. Make _____, Model _____, Color _____, Plate state/# _____
- d. Make _____, Model _____, Color _____, Plate state/# _____
- e. Make _____, Model _____, Color _____, Plate state/# _____
- f. Make _____, Model _____, Color _____, Plate state/# _____
- g. Make _____, Model _____, Color _____, Plate state/# _____

19. Lessee understands the security deposit has been placed in a savings account gaining interest. Both Lessees need to initial the statements below.

I acknowledge I have been properly and previously informed, in writing by the Lessor, of the current bank location, type of account and account balance of my security deposit.

I acknowledge I have been properly and previously informed, in writing by the Lessor, of the current bank location, type of account and account balance of my security deposit.

20. Lessee may choose to receive their interest every year or leave it in the account to compound the interest. Both Lessees' must make the same selection placing their initials on the either the red or blue statements.

I want the annual interest returned to me at the expiration of the lease. _____

I want the annual interest returned to me at the expiration of the lease. _____

I want the annual interest left in the account to compound. _____

I want the annual interest left in the account to compound. _____

EXHIBIT 9

RECORDING INFORMATION SHEET

**CUMBERLAND COUNTY CLERK'S OFFICE
60 WEST BROAD STREET
BRIDGETON NJ 08302**

INSTRUMENT NUMBER: 257404	DOCUMENT TYPE : DEED
---	------------------------------------

Official Use Only

GLORIA NOTO, COUNTY CLERK
CUMBERLAND COUNTY, NJ

INSTRUMENT NUMBER
257404
 RECORDED ON
 October 26, 2006 08:22 am
 BOOK:4012 PAGE:1230

KT ✓

Return Address (for recorded documents)

[REDACTED]
MILLVILLE NJ 08332-0189

No. Of Pages (excluding Summary Sheet)	3
--	---

Recording Fee (excluding Transfer Tax)	\$60.00
--	---------

Realty Transfer Tax	\$544.00
---------------------	----------

Amount Charged (Check # 2001)	\$604.00
-------------------------------	----------

Parcel Information	Block 268
	Lot 11

First Party Name	[REDACTED]
------------------	------------

Second Party Name	UNION LAKE ENTERPRISES LLC
-------------------	----------------------------

Additional Information (Official Use Only)

CONSIDERATION (R) \$135,681.79

MAIL COPY _____
 NO COPY _____
 ENVELOPE _____

ADDITIONAL STAMPINGS _____

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CUMBERLAND COUNTY FILING RECORD
 ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

Deed

This Deed is made on the 20th day of October in the Year of our Lord Two-Thousand Six (2006).

Between: [REDACTED]

Whose post office address is:
[REDACTED]
Millville, NJ 08332

referred to as Grantor
and

Union Lake Enterprises, L.L.C. a Limited Liability Company formed and existing by virtue of the Laws of the State of New Jersey having its main business address at:

120 N High Street
PO Box 189
Millville, NJ 08332-0189

referred to as Grantee

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Hundred Thirty-Five Thousand Six-Hundred Eighty-One Thousand Dollars and Seventy-Nine Cents (\$135,681.79).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of MILLVILLE
Block No. 268 Lot No. 11 Account No.

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

BEGINNING at a nail set in a asphalt driveway, and being at an angle point in the Northeasterly line of Whitaker Avenue (width varies). Said point also being more particularly shown on map entitled "Plan of Survey, Land to be acquired by John R. and Patricia Haer, Block 268, Lot 11 (Tax Map Nos.), City of Millville, Cumberland County, New Jersey." Prepared by Gleissner-Noon Associates, P.C. Professional Land Surveyors and Planners, 411 North High Street, Millville, N.J. 08332; thence (1) Along the Northeasterly line of said Whitaker Avenue, South 45 degrees, 22 minutes, 00 seconds East, 119.72 feet to an iron pin set; thence: (2) Along the Northwesterly line of land of Walter Luertzing, North 22 degrees, 45 minutes 00 seconds East, 259.42 feet to an iron pin set: thence; (3) Along the southwesterly line of land of Lillian McCaw, North 58 degrees 10 minutes 00 seconds West, 112.50 feet to an iron pin set; thence (4) Along the southeasterly line of other land of Said John R. and Patricia Haer and also along the Southeasterly line of said Whitaker Avenue, South 22 degrees 45 minutes 00 seconds West, 232.56 feet to the piace of Beginning.

Prepared By:
[REDACTED]



Being the same land and premises conveyed to Ian G. S. Roberts from John R. Haer, Jr. and Margaret Malone Haer, his wife by deed dated June 9, 1999 and in the Office of the Clerk of Cumberland County Book 2367, Page 163 on June 16, 1999

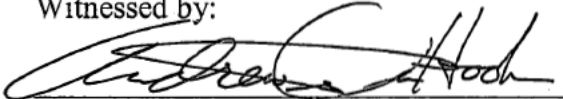
“Subject to All Rights and Restrictions of Public Record including but not limited to Taxes, Utility Easements, Private Easements, Liens and/or other Recorded Restrictions.”

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

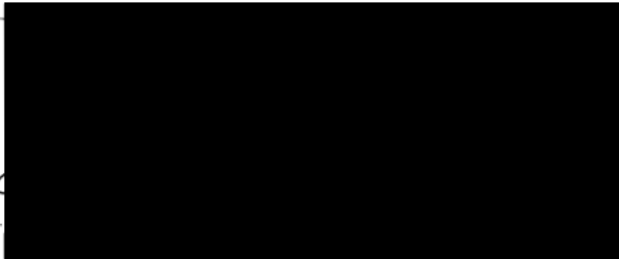
This address is known as 726 Whitaker Avenue, Millville, NJ 08332

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

Witnessed by:



Andrew P. Van Hook



STATE OF NEW JERSEY :
 : SS
COUNTY OF CUMBERLAND :

I CERTIFY that on October 20, 2006, Ian G. S. Roberts, personally known to be or satisfactorily proven came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a. is named in and personally signed this deed;
- b. signed, sealed, and delivered this Deed as his or her act and deed; and
- c. made this Deed for \$135,681.79 as the full and actual consideration paid or to be paid for the transfer.



Andrew P. Van Hook
Notary Public of the State of New Jersey
My Commission Expires June 2, 2010



Record and Return to:
Four Seasons Realty, Inc.
PO Box 189
Millville, NJ 08332-0189



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Current Resident Address:

Street: 726 WHITAKER AVENUE

City, Town, Post Office

State

Zip Code

MILLVILLE

NJ

08332

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

268

-11

Street Address:

726 WHITAKER AVENUE

City, Town, Post Office

State

Zip Code

MILLVILLE

NJ

08332

Seller's Percentage of Ownership

Consideration

Closing Date

100%

135681.79

10/20/2006

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/20/06

Date

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

Date

Signature

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

EXHIBIT 10



NEW JERSEY REALTORS® STANDARD FORM OF RESIDENTIAL LEASE

©2001 NEW JERSEY REALTORS®, INC.

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

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- 1. CONDO/CO-OP RIGHT OF TERMINATION
2. PROPERTY
3. TERM
4. RENT
5. INITIAL DEPOSIT
6. SECURITY DEPOSIT
7. LATE PAYMENT PENALTY
8. ADDITIONAL RENT
9. POSSESSION AND USE
10. UTILITIES
11. NO ASSIGNMENT OR SUBLETTING
12. VIOLATION, EVICTION & RE-ENTRY
13. DAMAGES
14. QUIET ENJOYMENT
15. TENANT'S REPAIRS AND MAINTENANCE
16. LANDLORD REPAIRS
17. ACCESS TO THE PROPERTY
18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT
19. INSPECTION
20. INSURANCE
21. FIRE AND OTHER CASUALTY
22. LIABILITY OF LANDLORD & TENANT
23. PETS
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28. FURNITURE
29. END OF TERM
30. ASSOCIATION BYLAWS, RULES & REGULATIONS
31. BINDING
32. ENTIRE AGREEMENT
33. ATTORNEY REVIEW CLAUSE
34. BROKER'S COMMISSION
35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT
36. WINDOW GUARD NOTIFICATION
37. MEGAN'S LAW STATEMENT
38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT
39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP
40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT
41. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE
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43. SECURITY CAMERAS
44. MEGAN'S LAW REGISTRY
45. OTHER LEASE PROVISIONS

RESIDENTIAL LEASE AGREEMENT

BETWEEN LANDLORD(S): Union Lake Enterprises, LLC

whose address is/are 211 Buck St, PO Box 189, Millville, NJ 08332-0189

AND TENANT(S):

whose address is/are

The word "Landlord" as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives.

The word "Tenant" as used in this Lease means all of the tenants above listed.

1. CONDOMINIUM/CO-OPERATIVE RIGHT OF TERMINATION: (The following statement generally, as required by law, must be included in a lease for a condominium or cooperative unit) THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

2. PROPERTY: The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (the single family home) (apartment #) (condominium unit #) (townhouse unit #) having a street address of 726 Whitaker Ave located in Millville, New Jersey (referred to as the "Property").

Tenant's Initials:

Landlord's Initials:

Fax: 726 Whitaker Ave

39 3. TERM: The Term of this Lease is for 23 Months (months) (years) starting on 1st
40 August, 2018 and ending on June 30, 2020. This is referred to
41 as the "Term". If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall
42 not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of
43 the Property to the Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then
44 the Tenant may terminate this Lease by giving notice to Landlord. If the first day of the Term is delayed, then the last day of the Term
45 shall be adjusted accordingly, so that the Term remains for the number of months or years above stated.

46
47 4. RENT: The rent for the Term of this Lease is \$ 33,350.00, to be paid as follows: \$ 1,450.00 per month, which is
48 due on the 1st day of each month. Rent shall be payable to: Union Lake Enterprises, LLC, 211 Buck St, PO Box 189,
49 Millville, NJ 08332-0189

(NAME AND ADDRESS)

50
51 5. INITIAL DEPOSIT: Tenant has paid an initial deposit of \$ 2,175.00 received on June 22, 2018 that will
52 be credited towards 0 the first month's rent or 2175 the Security Deposit. The balance shall be paid as fol-
53 lows: First month's rent \$ 1,450.00 Due on August 1, 2018, Security Deposit
54 \$ Due on .

55
56 6. SECURITY DEPOSIT: Tenant shall pay to the Landlord the sum of \$ 2,175.00 (the "Security Deposit" which can-
57 not exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant's obligations under this Lease. If the
58 Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the
59 current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the "Act"), unless this Lease
60 is for owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any
61 attempt to waive the requirements of the Act is prohibited and void as a matter of law.

62 The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in
63 writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited
64 or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account
65 within 30 days of each of the following: (a) the Landlord's receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit
66 from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt
67 of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest payment); or (c) the transfer or convey-
68 ance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned
69 on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary
70 date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January
71 31.

72 The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer
73 the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as
74 well as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance
75 of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments,
76 giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

77 The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this
78 Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Land-
79 lord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized in a statement by
80 the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified
81 mail. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.

82
83 7. LATE PAYMENT PENALTY: If the Tenant does not pay the rent by the 5th day of the month, the Tenant shall pay
84 a late charge of \$45.00 +5/day until the rent is received by Landlord. The late charge shall be added to the rent, and shall be considered
85 as additional rent, which is defined in Section 8. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees
86 to pay the Landlord a \$ 35.00 processing charge. In such event, the Landlord reserves the right to demand that future rent
87 payments be made in cash, bank or certified check.

88
89 8. ADDITIONAL RENT: Landlord may perform any obligations under this Lease which are Tenant's responsibility and which
90 Tenant fails to perform. The cost to Landlord for such performance may be charged to tenant as "additional rent" which shall be due
91 and payable with the next installment of monthly rent. Landlord has the same rights against Tenant for failure to pay additional rent as
92 Landlord has for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.

93
94 9. POSSESSION AND USE: The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as
95 otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the Property for any
96 business, trade or profession. The Tenant shall not store any flammable, dangerous or hazardous materials at the Property, other than
97 ordinary household cleaning materials. The Property shall not be allowed to be vacant for any extended period of time.

Tenant's
Initials:



Landlord's
Initials:

99 10. UTILITIES: The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be respon-
100 sible for paying the following utility services: Gas Electric Water Heat Sewer General Trash Disposal
101 (Other) Excess Water & Sewer, Cable, Telephone, Etc.

102 The Landlord shall provide and pay for the following utility services: Gas Electric Water Heat Sewer
103 General Trash Disposal (Other) Basic Water. The Tenant agrees
104 not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any dam-
105 age or loss caused to Tenant or Tenant's property because of an interruption in utility services over which Landlord has no reasonable
106 means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

107
108 11. NO ASSIGNMENT OR SUBLETTING: The Tenant may not assign this Lease, sublet all or any part of the Property, or permit
109 any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission
110 in Landlord's sole and absolute discretion.

111
112 12. VIOLATION, EVICTION AND RE-ENTRY: The Landlord reserves the right of re-entry. This means that if the Tenant
113 violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court
114 proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also
115 evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may
116 regain possession of the Property.

117
118 13. DAMAGES: The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may
119 include loss of rent, the cost of preparing the Property for re-renting and a brokerage commission incurred finding a new tenant as a result
120 of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.

121
122 14. QUIET ENJOYMENT: The Tenant may occupy the Property without interference, subject to Tenant's compliance with the
123 Terms of this Lease.

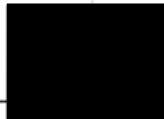
124
125 15. TENANT'S REPAIRS AND MAINTENANCE: The Tenant shall:

- 126 (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees,
127 guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
- 128 (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- 129 (c) Cut the grass and maintain the shrubbery.
- 130 (d) Drive and park vehicles only in designated areas, if any.
- 131 (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it.
- 132 (f) Keep the furnace clean, and regularly change the furnace filters, if applicable.
- 133 (g) Keep nothing in the Property which is flammable, dangerous or which might increase the danger of fire or other casualty.
- 134 (h) Promptly notify the Landlord of any condition which requires repairs to be done.
- 135 (i) Use the electric, plumbing and other systems and facilities in a safe manner.
- 136 (j) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper
137 containers in accordance with the prescribed pick-up schedule.
- 138 (k) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
- 139 (l) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
- 140 (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal
141 property.
- 142 (n) Do nothing to destroy, deface or damage any part of the Property.
- 143 (o) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the
144 Tenant.
- 145 (p) Do nothing which interferes with the use and enjoyment of neighboring properties.
- 146 (q) Do nothing to cause any damage to any trees or landscaping on the Property.
- 147 (r) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
- 148 (s) Comply with such rules and regulations that may be published from time to time by the Landlord.

149
150 16. LANDLORD REPAIRS: The Landlord shall make any necessary repairs and replacements to the vital facilities serving the
151 Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be
152 liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services
153 or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.

154
155 17. ACCESS TO THE PROPERTY: The Landlord shall have access to the Property on reasonable notice to the Tenant in order to
156 (a) inspect the interior and exterior of the Property, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d)
157 show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event
158 of an emergency or if the Tenant is not home for more than seven consecutive days. If this Lease is not renewed as per Section 27 of this

Tenant's
Initials:



Landlord's
Initials:

159 Lease Agreement, Landlord shall then be allowed access to the Property at any time prior to the end of the Term for showing of Property
160 to prospective tenants.

161
162 **18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first
163 obtaining Landlord's written consent. By way of example, the Tenant may not:

- 164 (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented
165 or glued in;
- 166 (b) Install any locks or chain guards;
- 167 (c) Wallpaper, affix wall coverings or other permanent type decorations;
- 168 (d) Install or change the electrical, plumbing, heating or air cooling system.

169 When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must
170 be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached,
171 prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the
172 tenant on demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the
173 beginning of the Term, reasonable wear and tear excepted.

174 All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid
175 for by the Tenant, and shall remain as part of the Property at the end of the Term of this Lease, unless the Landlord demands that the
176 Tenant remove them. The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien or
177 claim is filed against the Property, the Tenant shall have it promptly removed.

178
179 **19. INSPECTION:** If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Land-
180 lord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.

181
182 **20. INSURANCE:** The Tenant shall be responsible for obtaining, at Tenant's own cost and expense, a tenant's insurance policy for
183 the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of
184 the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request,
185 the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy.

186
187 **21. FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which
188 occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is re-
189 stored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

190 If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not
191 be obligated to repair or restore any improvements that Tenant has made to the Property.

192 Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within
193 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

194 The Lease shall end if the Property is totally destroyed. The Tenant shall pay rent to the date of destruction.

195 If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, the
196 Tenant shall pay for all repairs and other damages.

197
198 **22. LIABILITY OF LANDLORD AND TENANT:** The Landlord is not legally responsible for any loss, injury or damage to any
199 person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible
200 for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic
201 employees, guests or visitors.

202
203 **23. PETS:** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the
204 Landlord may withhold in the Landlord's sole and absolute discretion.

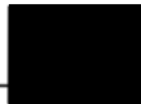
205
206 **24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused.
207 If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal delivery, or (b) certified
208 mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address
209 on the first page of this Lease, and to the Tenant at the Property.

210
211 **25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall
212 not prevent the Landlord from enforcing the obligation at a later time.

213
214 **26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and
215 shall continue to be binding upon the parties.

216
217 **27. RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good
218 cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than 45 days

Tenant's
Initials:



Landlord's
Initials:

219 before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within
220 15 days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or re-
221 jects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall
222 be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of
223 the Term.
224

225 **28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the
226 Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this
227 Lease and signed by the Landlord and the Tenant.
228

229 **29. END OF TERM:** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property,
230 (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all final utility bills and
231 (e) vacate the Property and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term, except for
232 normal wear and tear.
233

234 **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws
235 and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including
236 any amendments.
237

238 **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and respon-
239 sibilities.
240

241 **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations have been
242 made by the Landlord or its real estate broker or agents except as set forth in this Lease. This Lease can only be changed in writing by an
243 agreement signed by both the Landlord and the Tenant.
244

245 **33. ATTORNEY REVIEW CLAUSE:**

246 **(1) Study by Attorney.**

247 The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete
248 his or her review of the Lease within a three-day period. This Lease will be legally binding at the end of this three-day period unless an
249 attorney for the Tenant or the Landlord reviews or disapproves of the Lease.
250

251 **(2) Counting the Time.**

252 You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays,
253 Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.

254 **(3) Notice of Disapproval.**

255 If an attorney for the Tenant or Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other
256 party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the
257 notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will
258 be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not,
259 inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.

260 **34. BROKER'S COMMISSION:** The Broker's Commission is earned, due and payable upon signing of a fully executed Lease
261 Agreement and satisfaction of the Attorney Review Period set forth in Section 33 of this Lease. The Commission shall be paid by the

262 Landlord in accord with previously executed Listing Agreement.

263 Tenant and shall be payable as follows: _____
264 _____
265 _____

266 **Porreca Real Estate**

267 Listing Broker

268 **2439 W Main St, Millville, NJ 08332-5212**

269 Address

(856)327-8404

Telephone #

270 _____
271 Email Address

Cell Phone#

Fax#

272 _____
273 Participating Broker

Commission

Tenant's
Initials: _____

Landlord's
Initials: _____

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Address Telephone #

Email Address Cell Phone# Fax#

35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)
The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy of the document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed, signed by Tenant, Landlord and Broker(s) and is appended to and made a part of this Agreement.

36. WINDOW GUARD NOTIFICATION:
THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, CO-OPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

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

38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT: By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Property.

39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):
A. Porreca Real Estate, (name of firm)
AND William S. Opperman (name(s) of licensee(s))
AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one)
 LANDLORD'S AGENTS TENANT'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.
B. INFORMATION SUPPLIED BY _____ (name of other firm)
HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)
 LANDLORD'S AGENT ONLY TENANT'S AGENT ONLY DISCLOSED DUAL AGENT TRANSACTION BROKER.

40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT: (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one.) By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and responsibilities of residential tenants and landlords in New Jersey".

41. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:
The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

42. PRIVATE WELL TESTING: (This section is applicable if the Property's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act" - N.J.S.A. 58:12A-26 to 37). By March 14, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall

New Jersey Realtors® Form-125-4/17 Page 6 of 8
Tenant's Initials: _____
Landlord's Initials: _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com 726 Whitaker Ave

339 provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to
340 any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either post the tests results in a readily
341 visible location inside of the Property or provide a written copy thereof to the tenant. A "seasonal use or rental" means use or rental for
342 a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By
343 signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received
344 the test results, acknowledges the posting thereof inside of the Property in accordance with the Act.
345

346 **43. SECURITY CAMERAS:**

347 If there are any security cameras on the Property, including but not limited to what often are called "nanny cams" or other video or
348 audio taping equipment, the Landlord represents that the security cameras will be disabled and not functioning during the Term of this
349 Lease unless only the Tenant has the use of the security cameras and neither the Landlord nor any other party has access to or the use of
350 it. The Landlord acknowledges that any use or access to the security system by the Landlord or any other party during the tenancy may
351 constitute an invasion of privacy of the Tenant and subject the Landlord to civil damages and criminal charges. Specifically excluded from this
352 Section are such security cameras in multi-family housing that are in common areas, such as common hallways, the exterior of the building(s),
353 entrance ways to the building(s), common laundry rooms, or common parking lots or garages.
354

355 **44. MEGAN'S LAW REGISTRY:** Tenant is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may
356 be accessed at www.njsp.org.
357

358 **45. OTHER LEASE PROVISIONS, IF ANY:**

359 **Managing Member of the landlord LLC is a licensed real estate broker.**

360
361 **Tenant shall be responsible for the maintenance of the lawn and shrubbery. Tenant shall also be responsible for small ordinary**
362 **maintenance while the landlord will be responsible for major repairs.**
363

364 **Landlord recommends that the tenant maintains renter/tenant insurance for the protection of tenants' contents.**
365

366 **Tenant agrees that if carpet replacement is necessary as a result of the tenant or tenant's animals, the cost of same shall not pro-rated**
367 **and shall not be considered ordinary wear and tear.**
368

369 **Tenant acknowledges receipt of the booklet entitled "Truth in Renting" as published by NJ DCA.**
370

371 **Tenant acknowledges receipt of the booklet entitled "Protect your Family from Lead in Your Home" as published by the United**
372 **States Environmental Protection Agency.**
373

374 **If any pets are permitted by landlord, they man not be on the landlord's insurance carrier's list of aggressive pets that would result in**
375 **cancellation of landlord's insurance policy. Tenant shall be responsible for any damage caused by said pet(s). Landlord grants**
376 **permission for the tenant to have one small "Maltipoo" dog.**
377

378 **Landlord will hold tenants' security deposit in an interest-bearing account at OceanFirst Bank, N.A. unless landlord notifies tenant**
379 **otherwise. Tenant agrees that it is the tenant's responsible to inquire as to the balance and that interest may be withdrawn only by**
380 **written notice by January 1 of each year.**
381

382 **Pro-rated first month rent. The property is projected to be available on or about July 4, 2018 pending the replacement of carpet.**
383 **Once the property is available and the tenant has been notified, the rental term will commence early and continue for the term in**
384 **addition to the time that is available early in July of 2018. At such time, the tenant shall pay rent based on the pro-rated amount of**
385 **\$46.77 per day commencing on the date after the property is available. For example. If the unit is ready on July 3, 2018, the tenant**
386 **will pay \$1,309.56 on July 4, 2018 and gain possession for the remainder of the month.**
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Tenant's
Initials: 

Landlord's
Initials: 



ADDENDUM
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
LEASES

I. LEAD PAINT WARNING

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

II. PROPERTY ADDRESS: 726 Whitaker Ave
Millville, NJ 08332

III. LESSOR'S DISCLOSURE (initial) (To be completed and signed at time of listing)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

[X] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the lessor (check one below):

[X] Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

[] Lessor has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which lessor has provided to its listing agent, and has directed its listing agent to provide lessee or lessee's agent with these records and reports prior to lessor accepting any offer to lease (list documents below):

(c) If there is any change in the above information prior to lessor accepting an agreement from the lessee to lease, lessor will disclose all changes to the lessee prior to accepting the lease.

IV. LESSOR'S CERTIFICATION OF ACCURACY

Lessor(s) have reviewed the Lessor's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Lessor [Signature] Date 6/11/18 Lessor _____ Date _____

Union Lake Enterprises, LLC
Lessor by Andrew P. Van Hook Date _____ Lessor _____ Date _____
Managing Member

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent [Signature] Date 6/11/18

VI. LESSEE'S ACKNOWLEDGMENT (initial) (The Lessor's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to lessee signing this Addendum.)

- a) Lessee has received copies of all information listed in Section III above.
b) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.



56 **VII. LESSEE'S CERTIFICATION OF ACCURACY**

57 Lessee(s) have reviewed the Lessee's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the
58 information they have provided is true and accurate.

59 [Redacted] Date 6/26/18 Lessee _____ Date _____
60 Lessee _____ Date _____ Lessee _____ Date _____
61
62
63

64 **VIII. LEASING/LESSEE'S AGENT'S CERTIFICATION OF ACCURACY**

65 Leasing/Lessee's Agent certifies that the lessee has received the information in section VI (a) and (b).

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67 Leasing/Lessee's Agent [Signature] Date 6/26/18
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EXHIBIT 11

THIS IS A LEGALLY BONDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW IN ORIGINAL LEASE FOR DETAILS.

ADDENDUM TO LEASE AGREEMENT


WHEREAS, landlord Union Lake Enterprises, LLC and tenant Allison D. Tarlton entered into a residential lease dated June 26, 2018 for the property at 726 Whitaker Ave, Millville, NJ 08332, and

WHEREAS, the parties wish to extend the lease as follows:

- The term of the lease shall continue for an additional twelve (12) months until June 30, 2021
- The rent for the additional term shall be \$17,400 payable at the rate of \$1,450 per month due on the first of each month.

In all other respects, the original lease is ratified.

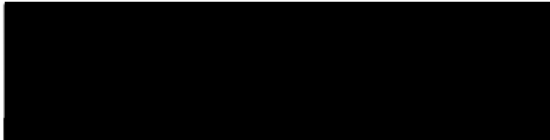
UNION LAKE ENTERPRISES, LLC, landlord



By: Andrew P. Van Hook, managing member

6/22/2020

Date



6/16/20

Date

EXHIBIT 12



I will allow my landlord Chuck Kravitz to take my \$500 security deposit as a payment for my \$1000 back rent issue for the month of April and May. I will be paying the other half of the \$500 with a money order.

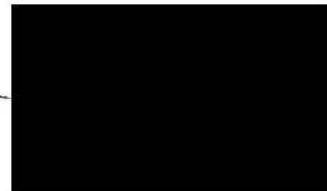


EXHIBIT 13

Exp. No.	Experiment/Subject	Date	
Name	Lab Partner	Locker/ Desk No.	Course & Section No.

I [redacted] give permission to my landlord Chuck Kravitz of 611 Heston Rd, Glassboro NJ, to keep my security deposit of \$500.

X [redacted]

Signature	Date	Witness/TA	Date
-----------	------	------------	------

EXHIBIT 14

Exp. No.	Experiment/Subject	Date	
Name	Lab Partner	Locker/ Desk No.	Course & Section No.

I [redacted] give permission to my landlord of 611 Heston Rd, (Mark Kravitz) Glassboro NJ, to keep my security deposit of \$500.

X [redacted]

Signature	Date	Witness/TA	Date
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EXHIBIT 15



Hey bud. How are you making out with your job situation? Let me know if you end up unemployed as a result of this crisis. I am currently working on refinancing my mortgage so I can take cash out as a cushion in case things get bad.

Doing well so far, been working from home since Wednesday

If anything changes I'll let you know

Sounds good bud. Stay healthy.

You too man

Tue, Mar 31, 5:26 PM

Welp I just got temporarily laid off

Sucks bud. Hope it's super temporary. Fortunately they're giving away unemployment like candy right now

Haha I know I'm gonna file in an hour or two



Text Message



EXHIBIT 16

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:

[REDACTED]

728 South 6th Street, Unit A
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
12/31/2006	Balance forward		0.00		
11/01/2008	INV #95.	850.00	850.00		
11/01/2008	PMT Payment from State of NJ	-344.00	506.00		
11/01/2008	PMT Tenant Payment	-456.00	50.00		
11/01/2008	PMT jj	-50.00	0.00		
12/01/2008	INV #96.	850.00	850.00		
12/01/2008	PMT Tenant Payment	-465.00	385.00		
12/01/2008	PMT Payment from State of NJ	-385.00	0.00		
01/01/2009	INV #288.	850.00	850.00		
01/01/2009	PMT State Payment	-385.00	465.00		
01/01/2009	PMT Tenant Payment	-465.00	0.00		
02/01/2009	INV #289.	850.00	850.00		
02/01/2009	PMT State Payment	-385.00	465.00		
02/01/2009	PMT Tenant Payment	-465.00	0.00		
03/01/2009	INV #290.	850.00	850.00		
03/01/2009	PMT State Payment	-385.00	465.00		
03/01/2009	PMT Tenant Payment	-465.00	0.00		
04/01/2009	INV #291.	850.00	850.00		
04/01/2009	PMT State Payment	-385.00	465.00		
04/01/2009	PMT Tenant Payment	-465.00	0.00		
05/01/2009	INV #292.	850.00	850.00		
05/01/2009	PMT State Payment	-385.00	465.00		
05/01/2009	PMT Tenant Payment	-465.00	0.00		
06/01/2009	INV #293.	850.00	850.00		
06/01/2009	PMT State Payment	-385.00	465.00		
06/01/2009	PMT Tenant Payment	-465.00	0.00		
07/01/2009	INV #294.	850.00	850.00		
07/01/2009	PMT State Payment	-385.00	465.00		
07/01/2009	PMT Tenant Payment	-465.00	0.00		
08/01/2009	INV #128.	850.00	850.00		
08/01/2009	PMT	-50.00	800.00		
08/01/2009	PMT State Check	-335.00	465.00		
08/01/2009	PMT jj	-465.00	0.00		
09/01/2009	INV #295.	850.00	850.00		
		850.00	850.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2009	PMT State Payment	-385.00	465.00		
09/01/2009	PMT Tenant Payment	-465.00	0.00		
10/01/2009	INV #296.	850.00	850.00		
10/01/2009	PMT State Payment	-385.00	465.00		
10/01/2009	PMT Tenant Payment	-465.00	0.00		
11/01/2009	INV #297.	850.00	850.00		
11/01/2009	PMT State Payment	-385.00	465.00		
11/01/2009	PMT Tenant Payment	-465.00	0.00		
12/01/2009	INV #161.	800.00	800.00		
12/01/2009	PMT Section 8	-348.00	452.00		
12/01/2009	PMT	-452.00	0.00		
01/01/2010	INV #298.	800.00	800.00		
01/01/2010	PMT State Payment	-348.00	452.00		
01/01/2010	PMT Tenant Payment	-452.00	0.00		
02/01/2010	INV #299.	800.00	800.00		
02/01/2010	PMT State Payment	-348.00	452.00		
02/01/2010	PMT Tenant Payment	-452.00	0.00		
03/01/2010	INV #300.	800.00	800.00		
03/01/2010	PMT State Payment	-348.00	452.00		
03/01/2010	PMT Tenant Payment	-452.00	0.00		
04/01/2010	INV #184.	800.00	800.00		
04/07/2010	PMT 210095505	-328.00	472.00		
04/07/2010	PMT Section 8 Payment	-596.00	-124.00		
05/01/2010	INV #202.	1,300.00	1,176.00		
05/01/2010	PMT Section 8 Payment	-472.00	704.00		
05/07/2010	PMT 210102028	-150.00	554.00		
05/15/2010	PMT	-50.00	504.00		
06/01/2010	INV #199.	802.00	1,306.00		
06/01/2010	PMT B1202134713 - Section 8 Payment	-472.00	834.00		
07/01/2010	INV #209.	802.00	1,636.00		
07/01/2010	PMT Section 8 - ELK075 #1202223208	-472.00	1,164.00		
08/01/2010	INV #225.	802.50	1,966.50		
08/01/2010	PMT Section 8 Payment	-472.00	1,494.50		
08/06/2010	PMT 210116199	-338.00	1,156.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2010	INV #232.				
09/28/2010	PMT B1202460386	802.00	1,958.50		
10/01/2010	INV #239.	-472.00	1,486.50		
10/01/2010	PMT Section 8 Payment	802.00	2,288.50		
11/01/2010	INV #245.	-472.00	1,816.50		
11/24/2010	PMT Section 8 - 1202633412	802.00	2,618.50		
12/01/2010	INV #252.	-425.00	2,193.50		
12/09/2010	PMT 210135463	802.50	2,996.00		
12/28/2010	PMT 1202720339 - Section 8 Payment	-375.00	2,621.00		
01/01/2011	INV #261.	-425.00	2,196.00		
01/01/2011	PMT Section 8 Payment	802.00	2,998.00		
01/29/2011	PMT 14-209908364	-425.00	2,573.00		
02/01/2011	INV #268.	-500.00	2,073.00		
02/01/2011	PMT State Payment	802.50	2,875.50		
02/11/2011	PMT # 210145327	-425.00	2,450.50		
03/01/2011	INV #275.	-500.00	1,950.50		
03/01/2011	PMT State Payment	800.00	2,750.50		
03/20/2011	PMT 210150781	-425.00	2,325.50		
03/29/2011	PMT B 1202966407	-62.00	2,263.50		
04/01/2011	INV #284.	-1,364.00	899.50		
04/01/2011	PMT 210152960	800.00	1,699.50		
04/01/2011	PMT Section 8 Payment	-62.00	1,637.50		
05/01/2011	INV #305.	-738.00	899.50		
05/01/2011	PMT #210157756	800.00	1,699.50		
05/01/2011	PMT B1302054025 - Section 8	-62.00	1,637.50		
06/01/2011	INV #313.	-738.00	899.50		
06/01/2011	PMT Section 8 Payment	800.00	1,699.50		
06/10/2011	PMT 210164869	-738.00	961.50		
07/01/2011	PMT B1302234655	-62.00	899.50		
07/01/2011	INV #321.	-738.00	161.50		
07/09/2011	PMT 210169276	800.00	961.50		
08/01/2011	INV #329.	-62.00	899.50		
08/01/2011	PMT Section 8 Payment	800.00	1,699.50		
08/15/2011	PMT #210174580	-738.00	961.50		
		-60.00	901.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2011	INV #337.	800.00	1,701.50		
09/01/2011	PMT #B1302400731 Section 8 Payment	-738.00	963.50		
09/03/2011	PMT #210177648	-62.00	901.50		
10/01/2011	INV #345.	800.00	1,701.50		
10/01/2011	PMT Section 8 Payment	-738.00	963.50		
10/13/2011	PMT	-62.00	901.50		
11/01/2011	INV #354.	800.00	1,701.50		
11/01/2011	PMT #B1302569560. Section 8 Payment	-738.00	963.50		
11/12/2011	PMT #210188754.	-62.00	901.50		
12/01/2011	INV #362.	800.00	1,701.50		
12/01/2011	PMT #B1302657024. Section 8 Payment	-396.00	1,305.50		
01/01/2012	INV #370.	800.00	2,105.50		
01/01/2012	PMT #B1302744881.	-436.00	1,669.50		
02/01/2012	INV #378.	800.00	2,469.50		
02/01/2012	PMT #B1302822606.	-416.00	2,053.50		
02/07/2012	PMT #210201992.	-800.00	1,253.50		
02/26/2012	PMT #14-456759783.	-400.00	853.50		
03/01/2012	INV #386.	800.00	1,653.50		
03/01/2012	PMT #b1302916990.	-416.00	1,237.50		
04/01/2012	INV #394.	800.00	2,037.50		
04/01/2012	PMT #B1402001481. Section 8 payment	-416.00	1,621.50		
04/06/2012	PMT #14-456596181. western union	-384.00	1,237.50		
04/29/2012	PMT #14-456596283.	-25.00	1,212.50		
05/01/2012	INV #402.	800.00	2,012.50		
05/06/2012	PMT #B1402092762.	-416.00	1,596.50		
05/06/2012	PMT #210216204.	-384.00	1,212.50		
05/12/2012	PMT #210218543.	-25.00	1,187.50		
06/01/2012	INV #410.	800.00	1,987.50		
06/01/2012	PMT #B1402179014. section 8 payment	-416.00	1,571.50		
07/01/2012	PMT #B1402260856. Section 8 payment	-416.00	1,155.50		
07/01/2012	INV #418.	800.00	1,955.50		
07/28/2012	PMT #14-548449348. Postmark mailed 24 July 2012	-69.00	1,886.50		
08/01/2012	INV #426.	800.00	2,686.50		
08/01/2012	PMT #B1402339145.	-1,046.00	1,640.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:

728 South 6th Street, Unit A
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/01/2012	PMT #210231031.	-69.00	1,571.50		
09/01/2012	PMT #B1402426493. Section 8 Payment	-731.00	840.50		
09/01/2012	INV #434.	800.00	1,640.50		
09/26/2012	PMT #14-567613641. western union	-69.00	1,571.50		
10/01/2012	INV #442.	800.00	2,371.50		
10/01/2012	PMT #B 1402510563.	-731.00	1,640.50		
10/12/2012	PMT #14-567613706.	-69.00	1,571.50		
11/01/2012	INV #450.	800.00	2,371.50		
11/01/2012	PMT #B 1402601367.	-495.00	1,876.50		
11/02/2012	PMT #14-567613795.	-305.00	1,571.50		
12/01/2012	INV #457.	800.00	2,371.50		
12/01/2012	PMT #B1402677721.	-513.00	1,858.50		
12/04/2012	PMT #14-607239926. post mark 12/4/2012	-287.00	1,571.50		
01/01/2013	INV #464.	800.00	2,371.50		
01/01/2013	PMT #B1402759606. Section 8	-513.00	1,858.50		
01/01/2013	PMT #14-567810161. Received 12/30/2012	-287.00	1,571.50		
02/01/2013	INV #471.	800.00	2,371.50		
02/01/2013	PMT #B1402845518. Section 8	-513.00	1,858.50		
02/05/2013	PMT #14-628170146.	-287.00	1,571.50		
03/01/2013	INV #478.	800.00	2,371.50		
03/01/2013	PMT #B1402929243. Section 8 Payment	-513.00	1,858.50		
03/01/2013	PMT #14-669154430.	-287.00	1,571.50		
04/01/2013	INV #485.	800.00	2,371.50		
04/01/2013	PMT #B1502020057.	-513.00	1,858.50		
04/05/2013	PMT #14-691319319.	-287.00	1,571.50		
05/01/2013	INV #494.	800.00	2,371.50		
05/01/2013	PMT #B1502112892. Section 8 Payment	-513.00	1,858.50		
05/04/2013	PMT #14-704667831.	-287.00	1,571.50		
06/01/2013	INV #502.	800.00	2,371.50		
06/01/2013	PMT #B1502194357. Section 8 Payment	-513.00	1,858.50		
06/04/2013	PMT #14-718828988. post mark 4 June 2013	-287.00	1,571.50		
07/01/2013	INV #510.	800.00	2,371.50		
07/01/2013	PMT #B 1502274370. Section 8 Payment	-513.00	1,858.50		
07/05/2013	PMT #14-691494224. Post mark 5 july	-287.00	1,571.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020


To:
[REDACTED]
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/01/2013	INV #518.				
08/01/2013	PMT #B1502361387. Section 8 Payment	800.00	2,371.50		
08/03/2013	PMT #14-704667228.	-513.00	1,858.50		
09/01/2013	INV #526.	-287.00	1,571.50		
09/01/2013	PMT #B1502432385. Section 8 Payment	800.00	2,371.50		
09/04/2013	PMT #14-742030427.	-513.00	1,858.50		
10/01/2013	INV #534.	-287.00	1,571.50		
10/01/2013	PMT #B1502527808. Section 8 Payment	800.00	2,371.50		
10/04/2013	PMT #14-741887045.	-513.00	1,858.50		
11/01/2013	INV #542.	-287.00	1,571.50		
11/01/2013	PMT #B1502603743. Section 8 Payment	800.00	2,371.50		
11/04/2013	PMT #14-742018436.	-513.00	1,858.50		
12/01/2013	INV #545.	-287.00	1,571.50		
12/01/2013	PMT #B1502696535. Section 8 (short -168)	865.00	2,436.50		
12/03/2013	PMT	-370.00	2,066.50		
01/01/2014	INV #553.	-287.00	1,779.50		
01/04/2014	PMT #14-833589625.	800.00	2,579.50		
02/01/2014	INV #561.	-217.00	2,362.50		
02/06/2014	PMT	800.00	3,162.50		
03/01/2014	INV #569.	-585.00	2,577.50		
03/08/2014	PMT #14-786713150.	800.00	3,377.50		
03/08/2014	PMT #14-786713149.	-300.00	3,077.50		
03/29/2014	PMT #14-839540873.	-500.00	2,577.50		
03/29/2014	PMT #14-839540875.	-500.00	2,077.50		
04/01/2014	INV #577.	-300.00	1,777.50		
05/01/2014	INV #585.	800.00	2,577.50		
05/06/2014	PMT	818.00	3,395.50		
06/01/2014	INV #593.	-800.00	2,595.50		
06/02/2014	PMT	818.00	3,413.50		
06/06/2014	PMT	-800.00	2,613.50		
07/01/2014	INV #601.	-800.00	1,813.50		
07/07/2014	PMT	818.00	2,631.50		
08/01/2014	INV #609.	-800.00	1,831.50		
08/05/2014	PMT	818.00	2,649.50		
		-500.00	2,149.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:

728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/18/2014	PMT	-300.00	1,849.50		
09/01/2014	INV #618.	818.00	2,667.50		
09/20/2014	PMT	-650.00	2,017.50		
10/01/2014	INV #626.	818.00	2,835.50		
10/11/2014	PMT Margarita collected	-800.00	2,035.50		
11/01/2014	INV #634.	818.00	2,853.50		
11/22/2014	PMT	-800.00	2,053.50		
12/01/2014	INV #642.	818.00	2,871.50		
12/12/2014	PMT	-780.00	2,091.50		
01/01/2015	INV #649.	818.00	2,909.50		
01/18/2015	PMT Pickup by MJ	-800.00	2,109.50		
02/01/2015	INV #656.	818.00	2,927.50		
02/23/2015	PMT	-500.00	2,427.50		
03/01/2015	INV #663.	818.00	3,245.50		
03/07/2015	PMT	-800.00	2,445.50		
03/07/2015	PMT	-520.00	1,925.50		
04/01/2015	INV #670.	818.00	2,743.50		
04/04/2015	PMT	-800.00	1,943.50		
05/01/2015	INV #677.	818.00	2,761.50		
05/18/2015	PMT	-800.00	1,961.50		
06/01/2015	INV #684.	818.00	2,779.50		
06/14/2015	PMT	-600.00	2,179.50		
06/27/2015	PMT	-200.00	1,979.50		
07/01/2015	INV #691.	818.00	2,797.50		
07/06/2015	PMT	-500.00	2,297.50		
07/20/2015	PMT	-200.00	2,097.50		
07/26/2015	PMT	-100.00	1,997.50		
08/01/2015	INV #698.	818.00	2,815.50		
08/17/2015	PMT	-500.00	2,315.50		
08/29/2015	PMT	-300.00	2,015.50		
09/01/2015	INV #706.	818.00	2,833.50		
09/14/2015	PMT	-500.00	2,333.50		
10/01/2015	INV #714.	818.00	3,151.50		
10/04/2015	PMT	-1,100.00	2,051.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:
[REDACTED]
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
11/01/2015	INV #722.	818.00	2,869.50		
11/04/2015	PMT	-820.00	2,049.50		
12/01/2015	INV #730.	818.00	2,867.50		
12/07/2015	PMT	-700.00	2,167.50		
12/19/2015	PMT	-100.00	2,067.50		
01/01/2016	INV #738.	818.00	2,885.50		
01/10/2016	PMT	-840.00	2,045.50		
02/01/2016	INV #746.	818.00	2,863.50		
02/07/2016	PMT	-820.00	2,043.50		
03/01/2016	INV #754.	818.00	2,861.50		
03/05/2016	PMT	-860.00	2,001.50		
04/01/2016	INV #762.	818.00	2,819.50		
04/02/2016	PMT	-850.00	1,969.50		
05/01/2016	INV #770.	818.00	2,787.50		
05/07/2016	PMT CASH RECEIPT = 42494	-850.00	1,937.50		
06/01/2016	INV #778.	818.00	2,755.50		
06/09/2016	PMT	-850.00	1,905.50		
07/01/2016	INV #786.	818.00	2,723.50		
07/04/2016	PMT	-850.00	1,873.50		
08/01/2016	INV #794.	818.00	2,691.50		
08/06/2016	PMT	-850.00	1,841.50		
09/01/2016	INV #802.	818.00	2,659.50		
09/07/2016	PMT	-850.00	1,809.50		
10/01/2016	INV #810.	818.00	2,627.50		
10/09/2016	PMT	-400.00	2,227.50		
10/16/2016	PMT	-400.00	1,827.50		
11/01/2016	INV #816.	818.00	2,645.50		
11/12/2016	PMT	-700.00	1,945.50		
11/22/2016	PMT	-150.00	1,795.50		
12/01/2016	INV #823.	818.00	2,613.50		
12/04/2016	PMT	-850.00	1,763.50		
01/01/2017	INV #830.	818.00	2,581.50		
01/06/2017	PMT	-850.00	1,731.50		
02/01/2017	INV #837.	818.00	2,549.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:

██████████

728 South 6th Street, Unit A
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
02/06/2017	PMT	-750.00	1,799.50		
02/28/2017	PMT	-100.00	1,699.50		
03/01/2017	INV #844.	818.00	2,517.50		
03/04/2017	PMT	-850.00	1,667.50		
04/01/2017	INV #851.	818.00	2,485.50		
04/03/2017	PMT	-850.00	1,635.50		
05/01/2017	INV #858.	818.00	2,453.50		
05/05/2017	PMT	-850.00	1,603.50		
06/01/2017	INV #865.	818.00	2,421.50		
06/09/2017	PMT	-800.00	1,621.50		
07/01/2017	INV #872.	818.00	2,439.50		
07/05/2017	PMT	-800.00	1,639.50		
08/01/2017	INV #879.	818.00	2,457.50		
08/04/2017	PMT	-800.00	1,657.50		
09/01/2017	INV #886.	868.00	2,525.50		
09/09/2017	PMT	-500.00	2,025.50		
10/01/2017	INV #893.	818.00	2,843.50		
10/04/2017	PMT receipt #43012	-800.00	2,043.50		
11/01/2017	INV #900.	818.00	2,861.50		
11/05/2017	PMT RECEIPT #43044	-950.00	1,911.50		
12/01/2017	INV #907.	818.00	2,729.50		
12/02/2017	PMT CASH RECEIPT #43071	-950.00	1,779.50		
01/01/2018	INV #914.	820.00	2,599.50		
01/06/2018	PMT CASH RECEIPT #43106	-900.00	1,699.50		
02/01/2018	INV #921.	820.00	2,519.50		
02/04/2018	PMT CASH RECEIPT # 43134	-700.00	1,819.50		
03/01/2018	INV #928.	820.00	2,639.50		
03/04/2018	PMT CASH RECEIPT #43163	-1,000.00	1,639.50		
04/01/2018	INV #935.	820.00	2,459.50		
04/08/2018	PMT CASH RECEIPT #43197	-800.00	1,659.50		
04/22/2018	PMT CASH RECEIPT #43212	-50.00	1,609.50		
05/01/2018	INV #942.	820.00	2,429.50		
05/06/2018	PMT CASH RECEIPT #43226	-800.00	1,629.50		
06/01/2018	INV #949.	820.00	2,449.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:

██████████
 ██████████
 728 South 6th Street, Unit A
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
06/04/2018	PMT	-850.00	1,599.50		
07/01/2018	INV #956.	820.00	2,419.50		
07/22/2018	PMT CASH RECEIPT #43303	-800.00	1,619.50		
08/01/2018	INV #963.	820.00	2,439.50		
08/03/2018	PMT CASH RECEIPT # 43315	-375.00	2,064.50		
08/25/2018	PMT CASH RECIPT # 43337	-250.00	1,814.50		
09/01/2018	INV #970.	820.00	2,634.50		
09/21/2018	PMT Cash Receipt #43364	-150.00	2,484.50		
10/01/2018	INV #977.	820.00	3,304.50		
10/03/2018	PMT Cash Receipt # 43376	-700.00	2,604.50		
10/06/2018	PMT Cash Receipt #43379	-80.00	2,524.50		
11/01/2018	INV #984.	820.00	3,344.50		
11/03/2018	PMT Cash Receipt #43407	-800.00	2,544.50		
12/01/2018	INV #991.	820.00	3,364.50		
12/09/2018	PMT Cash Receipt #43442	-600.00	2,764.50		
01/01/2019	INV #998.	850.00	3,614.50		
01/20/2019	PMT Cash Receipt #43485	-280.00	3,334.50		
02/01/2019	INV #1005.	820.00	4,154.50		
02/10/2019	PMT CASH RECEIPT #43506	-400.00	3,754.50		
03/01/2019	INV #1012.	820.00	4,574.50		
03/10/2019	PMT Cash Receipt #43533	-800.00	3,774.50		
04/01/2019	INV #1019.	820.00	4,594.50		
04/07/2019	PMT Cash Receipt #43562	-700.00	3,894.50		
05/01/2019	INV #1026.	820.00	4,714.50		
05/06/2019	PMT Cash Receipt #43226	-885.00	3,829.50		
06/01/2019	INV #1033.	820.00	4,649.50		
06/06/2019	PMT	-800.00	3,849.50		
07/01/2019	INV #1040.	820.00	4,669.50		
07/04/2019	PMT Cash Receipt # 43650	-800.00	3,869.50		
08/01/2019	INV #1047.	820.00	4,689.50		
08/03/2019	PMT Cash Receipt #43680	-800.00	3,889.50		
09/01/2019	INV #1054.	820.00	4,709.50		
09/07/2019	PMT Cash Receipt #43715	-800.00	3,909.50		
10/01/2019	INV #1061.	820.00	4,729.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management
 P. O. Box 862
 Vineland, NJ 08361

Statement

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
10/13/2019	PMT CASH RECEIPT #43751	-820.00	3,909.50		
11/01/2019	INV #1068.	820.00	4,729.50		
11/03/2019	PMT CASH RECEIPT #43771	-500.00	4,229.50		
12/01/2019	INV #1074.	820.00	5,049.50		
01/01/2020	INV #1083.	820.00	5,869.50		
01/06/2020	PMT Cash Receipt # 43836	-1,050.00	4,819.50		
02/01/2020	INV #1090.	820.00	5,639.50		
02/05/2020	PMT Cash Receipt # 43866	-800.00	4,839.50		
03/01/2020	INV #1099.	820.00	5,659.50		
03/09/2020	PMT Cash Receipt #43899 - This Receipt Superceeds ANY others.	-820.00	4,839.50		
04/01/2020	INV #1108.	820.00	5,659.50		
04/14/2020	PMT Cash Receipt #43935	-500.00	5,159.50		
05/01/2020	INV #1115.	820.00	5,979.50		
06/01/2020	INV #1123.	820.00	6,799.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

MATTHEW JOHNSON;

Plaintiff,

v.

PHILIP D. MURPHY, in his official
capacity as Governor of New Jersey;
GURBIR S. GREWAL, in
his official capacity as New Jersey Attorney
General; and JUDITH M. PERSICHILLI, in
her official capacity as Commissioner of the
New Jersey Department of Health,

Defendants.

HON. NOEL L. HILLMAN, U.S.D.J.
HON. JOEL SCHNEIDER, U.S.M.J.

Civil Action No.
1:20-cv-06750-NLH-JS

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
LEAVE TO FILE AN AMENDED VERIFIED COMPLAINT FOR DECLARATORY
JUDGMENT AND INJUNCTIVE RELIEF

Upon consideration of the Plaintiff's Motion for Leave to File an Amended Verified
Complaint for Declaratory Judgment and Injunctive Relief, *and there being no opposition,* it is hereby

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the time for all Defendants to answer, move, or otherwise reply is extended
to July 28, 2020.

Dated: *September 23, 2020*

Joel Schneider

Noel L. Hillman *Joel Schneider, U.S.M.J.*
United States District Judge
Magistrate

NEW CIVIL LIBERTIES ALLIANCE
KARA ROLLINS (Attorney ID 107002014)
Litigation Counsel
HARRIET HAGEMAN (*Pro Hac Vice*)
Senior Litigation Counsel
JARED MCCLAIN (*Pro Hac Vice*)
Staff Counsel
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Washington, DC 20036
(202) 869-5210

Counsel to Plaintiffs

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P.O. Box 112
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Trenton, New Jersey 08625-0112
By: STUART M. FEINBLATT (ID: 018781979)
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(609) 376-3192
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Counsel to Defendants

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

MATTHEW JOHNSON, *et al.*,

Plaintiffs,

v.

PHILIP D. MURPHY, *et al.*,

Defendants.

HON. NOEL L. HILLMAN, U.S.D.J.
HON. JOEL SCHNEIDER, U.S.M.J.

Civil Action No.
1:20-cv-06750-NLH-JS

STIPULATION OF DISMISSAL OF COUNTS V, VI, VII, & VIII

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Plaintiffs, with the signed consent of the Defendants, enter this stipulation to voluntarily dismiss, without prejudice, the Plaintiffs' causes of action arising under New Jersey state law. Specifically, the Plaintiffs dismiss Counts V, VI, VII, and VIII of their Amended Verified Complaint.

Dated: December 9, 2020

Respectfully Submitted,

/s/ Kara Rollins

KARA ROLLINS (Attorney ID 107002014)
Litigation Counsel
HARRIET HAGEMAN (*Pro Hac Vice*)
Senior Litigation Counsel
JARED MCCLAIN (*Pro Hac Vice*)
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Kara.Rollins@ncla.legal

Counsel to Plaintiffs

GURBIR S. GREWAL
Attorney General of New Jersey

By: /s/Stuart M. Feinblatt
STUART M. FEINBLATT
Assistant Attorney General

Counsel to Defendants

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the foregoing Stipulation of Dismissal with the Clerk of Court using the CM/ECF system, which will send electronic notification of such filing to all counsel of record.

/s/ Kara Rollins

KARA ROLLINS (Attorney ID 107002014)



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW
25 Market Street
P.O. Box 112
Trenton, NJ 08625

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

GURBIR S. GREWAL
Attorney General

MICHELLE L. MILLER
Director

December 23, 2020

VIA CM/ECF

Hon. Noel L. Hillman, U.S.D.J.
Mitchell H. Cohen Bldg. & U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

**Re: Johnson, et al. v. Murphy, et al.
Civil Action No. 1:20-cv-06750**

Dear Judge Hillman:

This office represents Defendants Philip D. Murphy, Gurbir S. Grewal, and Judith M. Persichilli in this action. As the Court is aware, Plaintiffs in this case assert a federal constitutional challenge to the Governor's Executive Order 128 ("EO 128"), arguing in large part that EO 128 violates the Contracts Clause and is not entitled to the usual deference in the Contracts Clause analysis because it exceeds the Governor's authority under state law. *See* Pls.' Opp. to Mot. to Dismiss, ECF No. 36.

We write to notify the Court that the same group of Plaintiffs (with one individual omitted) recently filed a state court action challenging EO 128, again arguing, among other state law claims, that EO 128 must be invalidated because it exceeds the Governor's authority under state law. A copy of the Complaint in *Kravitz, et al. v. Murphy, et al.*, No. CUM-L-774-20, is attached for the Court's reference. With this new filing, Plaintiffs are seeking to have two courts decide, at the same time, whether EO 128 is consistent with state law. The State's pending motion to dismiss explains why this Court should dispose of the pending federal claims (and grant the State the deference to which it is owed) without reaching the state law arguments, which are barred by sovereign immunity in this federal court. *See* ECF Nos. 26-1 at 14-18, 40 at 2-5. But should the Court find that those state law arguments are somehow relevant to resolution of the *federal* constitutional claims that are properly asserted here, the State respectfully requests that this Court defer ruling until the New Jersey court adjudicates these state law issues. This will avoid the risk of conflicting rulings as to whether EO 128 is consistent with state law.

Johnson, et al. v. Murphy, et al.

December 23, 2020

Page 2


Thank you for your consideration.

Respectfully submitted,

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: /s/ Stuart M. Feinblatt
Stuart M. Feinblatt
Assistant Attorney General

cc: All counsel of record (Via CM/ECF)

 New Civil Liberties Alliance

December 30, 2020

VIA ECF

Hon. Noel L. Hillman, U.S.D.J.
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

Re: Johnson, et al. v. Murphy, et al., Case No. 1:20-cv-06750
Response to Defendants' Letter Seeking to Delay this Lawsuit

Dear Judge Hillman,

On December 23, 2020, Defendants Philip D. Murphy, Gurbir S. Grewal, and Judith M. Persichilli filed a letter (ECF No. 42) requesting, without legal basis, “that this Court defer ruling” on the Plaintiffs’ claims until the New Jersey courts adjudicate a separate, newly filed lawsuit that challenges the Governor’s Executive Order 128 (“EO 128”) on state-law grounds. This Court should reject the Defendants’ baseless attempt to stall this litigation and thereby further deprive the Plaintiffs of their constitutional rights.

Defendants’ ostensible rationale for asking to delay this case is to “avoid the risk of conflicting rulings as to whether EO 128 is consistent with state law.” But their letter is a transparent attempt to avoid (or at least delay indefinitely) a determination by the federal courts that EO 128 is unlawful under the Constitution of the United States. Considering the Plaintiffs’ claims, there is simply no risk of conflicting rulings because these two lawsuits raise separate and distinct causes of action. A ruling from this Court that EO 128 violates the Contracts Clause, Due Process Clause, and Equal Protection Clause of the United States Constitution has no bearing on whether EO 128 *also* violates New Jersey state law. This distinction was apparent to all when the Defendants asserted sovereign immunity only as to the Plaintiffs’ state-law claims in this Court. *See* ECF No. 26. This distinction was also readily obvious when the Defendants stipulated to the Plaintiffs’ voluntary dismissal of those claims with full knowledge that the Plaintiffs would be refiled and pursuing them in state court, *see* ECF No. 39.

Now, almost a month after the parties completed briefing on the Defendants' dispositive motion, the Defendants are asking this Court to indefinitely avoid ruling on Plaintiffs' claims.¹ That attempt to block the Plaintiffs' access to the federal court system exposes the lack of respect the Defendants have for the Plaintiffs' constitutional rights.

Defendants' request is based on their continued misunderstanding of the Plaintiffs' argument that this Court should not defer to the Governor Murphy's decision-making during the Court's analysis of the Contracts Clause. As the Plaintiffs explained in their opposition to the Defendants' motion to dismiss, deference to the State's legislative judgment is inappropriate in a case that does not involve any legislative judgment. (ECF No. 36, at 26-28). It is undisputed that EO 128 did not pass through the legislative process. The level of deference federal courts afford to such unilateral executive action, as opposed to duly enacted legislation, is a question of federal law.² Whether the New Jersey Superior Court might, for some reason, uphold EO 128 under state law is of no consequence to this Court's analysis of the issues arising under the federal Constitution.

The United States Constitution ensures that the Plaintiffs have a federal forum to challenge state laws that violate federal law. And, by enacting 28 U.S.C. § 1331, Congress gave this Court subject-matter jurisdiction over such federal questions. Although the Defendants can assert sovereign immunity to prevent a federal court from ordering State officials to comply with State law, the Defendants cannot demand that this Court also abstain from considering the Plaintiffs' separate allegations that their actions violated federal law—nor do the Defendants cite any law supporting their request that this Court do so.

Defendants characterize the lawsuit in *Kravitz, et al. v. Murphy, et al.* as an attempt by the Plaintiffs to effectively get two bites at the apple on their challenge to EO 128. But the Plaintiffs first sought—and preferred—to eat their apple in this Court alone. The parties are in two forums only because the Defendants wished to litigate their state-law defenses in state court. Defendants are now attempting to use their “shield” of sovereign immunity as a “sword” to deprive (or at least delay indefinitely) the Plaintiffs from pursuing their federal claims in the forum of their choice. Contrary to the Defendants' assertion, sovereign immunity does not grant to them the right to have the state-law claims against them decided before a federal court weighs in on wholly separate and independent federal constitutional claims.

It has been nearly seven months since the Plaintiffs filed their complaint on June 2, 2020, and nearly six months since June 30, 2020, when they filed a nearly identical amended complaint. It has now been almost four months since Defendants asserted sovereign immunity in defense of the Plaintiffs' state-law claims and moved to dismiss the federal claims under Rule 12(b)(6). The parties' briefing on the federal-law claims was complete by December 9, 2020, a week before some of the Plaintiffs to this action refiled their state-law claims with the New Jersey Superior Court. Plaintiffs have lived with and suffered the consequences of EO 128 since April. Any further delay in resolving

¹ Although the Defendants' letter asks for a delay only until “the New Jersey court” adjudicates the state-law issues, there is every reason to expect the non-prevailing party would appeal that decision, further delaying this lawsuit if this Court were to wait.

² Even if this issue did implicate New Jersey law, which it does not, the trial court would be bound by established state-law precedent. See *Comm'n Workers of Am., AFL-CIO v. Christie*, 413 N.J. Super. 229, 265-66, 272 (App. Div. 2010) (“We cannot accord deference to EO 7's unilateral attempt to exercise the Legislature's powers, where the Legislature has not ceded those powers to the Executive.”).

their claims will effectively deny them justice. This Court should rule on the papers already before it, and allow this case to proceed, as soon as the Court's docket allows.

Respectfully submitted,

/s/ Kara Rollins

Kara Rollins

Litigation Counsel

Harriet Hageman

Senior Litigation Counsel

Jared McClain

Litigation Counsel

cc: All counsel of record (via ECF)