

Neptune Township
25 Neptune Blvd.
Neptune, New Jersey 07753
732-988-5200 ext. 278 Fax 732-988-4259
www.neptunetownship.org



Application # / /
Date Filed / /
Hearing Date / /

Application for Appeal/Interpretation of Zoning Officer's Decision or Appeal of Historic Preservation Commission's Decision

Type of Variance Requested:

- Bulk Variance [front, side/rear setback, other] Specify _____
- Bulk Variance [Lot Coverage] _____
- Use Variance [proposal not permitted in zone] _____
- Appeal/Interpretation of Decision Appeal of determination that Law Office use has been abandoned. Proposed use is for professional office.
- Other, Specify _____

1. Property Address: 79 Main Avenue, Ocean Grove, NJ 07756
2. Block 162 Lot 7
3. Property is located in HDR 1 Zoning District according to the Neptune Twp. Land Ordinance.
4. Name of applicant: 79 Main Avenue, LLC - c/o Kelly Hogan
Mailing address: 10 Jeanne Drive, Neptune, NJ 07753
Phone # [REDACTED] Fax # [REDACTED] Cell # [REDACTED]
E-mail address: [REDACTED]
5. Name of owner: Same as applicant
Mailing address: _____
Phone # _____ Fax # _____ Cell # _____
E-mail address: _____
6. Name of contact person: Christopher L. Beekman
Mailing address: 47 Main Avenue, Ocean Grove, NJ 07756
Phone # 732-774-8262 Fax # 732-774-6989 Cell # _____
E-mail address: christopher.l.beekman@gmail.com
7. Interest of applicant, if other than owner: _____

Detailed Information:

- Existing use of property: First Floor - Professional Office; Second Floor - Residential
- Proposed use of property: No change
- Special Flood Hazard Area: _____

Principal Use:

	Required and/or Permitted	Existing	Proposed
Lot Size			
Lot Coverage			
Building Coverage		N/A No variance relief requested	
Building Height			
Front Setback			
Rear Setback			
Side Setback			
Combined Side Setback			

(If multiple lots and/or buildings, please attach additional detailed listing)

Accessory: (If Applicable)

	Permitted	Existing	Proposed
Lot Size			
Lot Coverage			
Building Coverage		N/A	
Building Height			
Front Setback			
Rear Setback			
Side Setback			
Combined Side Setback			

(If multiple lots and/or buildings, please attach additional detailed listing)

8. Has there been any previous applications involving these premises Yes No

If so when _____

Result of decision _____

9. Justification/Reason(s) for variance(s) requested [be as specific as possible attach additional sheets as necessary]

Not seeking variance. Seeking approval
to rent Commercial space to new tenant as
Professional Office.

10. If a Zoning denial or denial from the Historic Preservation Commission has been received as part of this application, please attach.

The required submission for all applications to be complete is twenty-five (25) copies of completed application form inclusive of any supporting information; and twenty-five (25) copies and one (1) CD* of survey and/or plan(s) with one (1) additional copy of survey and/or plan(s) on 11" x 17" sheet(s).

* See Section 802B. Completeness Checklist for Use Variance and Bulk Variance Request for details on submission requirements.

AFFIDAVIT OF APPLICATION

State of New Jersey
County of Monmouth

79 MAIN AVE, LLC

Kelly Hogan MANAGING MEMBER
(Insert Applicant's Name)

being of full age, being duly sworn according to

Law, on oath depose and says that all the above statements are true.


(Original Signature of Applicant to be Notarized)

Kelly Hogan
(Print Name of Applicant)

Sworn and subscribed before me this

3RD day of September, 2020

Christine E. Doman
Signature of Notary Public

CHRISTINE E. DOMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID# 2058222
My Commission Expires May 4, 2024

**OWNER(S)' AFFIDAVIT OF AUTHORIZATION AND CONSENT
STATEMENT OF LANDOWNER WHERE APPLICANT IS NOT LANDOWNER**

[Original signatures only – copies will not be accepted]

IN THE MATTER BEFORE THE _____
(Insert Planning Board or Zoning Board of Adjustment)

IN THE TOWNSHIP OF NEPTUNE, STATE OF NEW JERSEY, COUNTY OF MONMOUTH.

I/WE, 79 MAIN AVENUE, LLC, WITH MAILING ADDRESS OF
(Insert Property Owner's Name)

10 TEANNE DRIVE NEPTUNE NJ 07953 OF FULL AGE BEING DULY
(Insert Property Owner's Mailing Address)

SWORN ACCORDING TO LAW AND OATH DEPOSES AND SAYS:

"I/WE ARE THE OWNER(S) OF THE SUBJECT PROPERTY IN CONNECTION WITH
THIS APPLICATION DESIGNATED AS BLOCK(S) 162 LOT(S) 7
ALSO KNOWN AS 79 MAIN AVENUE, OCEAN BEACH NJ 07953
(Insert physical address of the subject property)

I/WE AUTHORIZE _____
(Insert name of Owner(s)' representative appearing before the Board)

TO APPEAL TO THE PLANNING/ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF NEPTUNE FOR SUCH RELIEF AS MAY BE REQUIRED RELATING TO THE PROPERTY LISTED ABOVE, CONSENT TO SUCH APPEAL AND APPLICATION, AND AGREE THAT ANY DECISION OF THE PLANNING/ZONING BOARD OF ADJUSTMENT ON SUCH APPEAL SHALL BE BINDING UPON ME/US AS IF SAID APPEAL HAS BEEN BROUGHT AND PROSECUTED DIRECTLY BY ME/US AS THE OWNER(S).


(Original Signature of Owner to be Notarized)

(Original Signature of Owner to be Notarized)

Sworn and subscribed before me this

3rd day of September, 2020

Christine Doman
Signature of Notary Public

CHRISTINE E. DOMAN
NOTARY PUBLIC [NOTARY SEAL]
STATE OF NEW JERSEY
ID# 2058222
My Commission Expires May 4, 2024

SITE VISIT AUTHORIZATION OF PROPERTY OWNER

I hereby authorize any member of the Township of Neptune Planning Board/Zoning Board of Adjustment, any of said of Board's professionals or reviewing agencies of the Board to enter upon the property which is the subject matter of this application, during daylight hours, for limited purpose of viewing same to report and comment to the Board as to the pending application.

Date: 9/3/10



Signature of Property Owner

STATEMENT FROM TAX COLLECTOR

Block _____ Lot _____

Property Location _____

Status of municipal taxes _____

Status of assessments for local improvements _____

Date: _____

Authorized Signature of Tax Collector

Escrow Agreement

I/we fully understand an "Escrow Account" will be established to cover the costs of the professional services which will include engineering, legal, planning, architectural, and any other expenses incurred in connection with the review of this application before the Land Use Board.

The amount of the Escrow Deposit will be determined by the Neptune Township Land Development Ordinance, section 1000 Application and Escrow Fee, Table 10.02 Escrow Fees.

It is the policy of Neptune Township that once an Escrow Account falls below 24% of the original deposit amount, the account must be replenished to its original amount. The only exception would be when the application is nearing completion; applicant will be notified of any anticipated charges and the amount of the deposit required.

Payments shall be due within fifteen [15] days of receipt of the request for additional Escrow Funds. If payment is not received within that time, applicant will be considered to be in default, and such default may jeopardize appearance before the Board of hold up any and all pending approvals and building permits. Continued refusal will result in legal action against the property.

Also in accordance with N.J.S.A. 40:55D-53.1, all unused portion of the escrow account will be refunded upon written request from the applicant, and verification by the board's professionals who reviewed the application.

By signature below, I/we acknowledge receipt of Neptune Township's Section 1000, Application and Escrow Fees and agree to all conditions listed.

Name of Applicant: 79 MAIN AVENUE, LLC, Kelly Hogan Malazian Mendez
[please print]

Property Address: 79 MAIN AVENUE, OCEAN GROVE Block 162 Lot 7

Applicant's Name: Kelly Hogan [Print Name]  [Signature of Applicant]

Owner's Name: Kelly Hogan [Print Name]  [Signature of Owner]

Date: 9/3/20



Fee Date: 08/13/2020
Check #: 1128
Cash: 0

ZONING PERMIT

ID: 552905421

Date: 08/26/2020

Fee: \$ 35.00

PROPOSED WORK

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Adding a New Use to a Property | <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Private Garage |
| <input type="checkbox"/> Air Condensor Unit(s) | <input type="checkbox"/> Interior Remodel - Comm / Res | <input type="checkbox"/> Residential Addition |
| <input type="checkbox"/> Commercial Addition | <input type="checkbox"/> New Accessory Structure | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Continuing/Changing Use | <input type="checkbox"/> New Commercial Business | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Deck/Balcony | <input type="checkbox"/> New Ownership of Property/Business | <input type="checkbox"/> Storage Shed |
| <input type="checkbox"/> Driveway / Sidewalk / Apron | <input type="checkbox"/> New Residence | <input type="checkbox"/> Swimming Pool/Hot Tub |
| <input type="checkbox"/> Fence/Retaining Wall | <input type="checkbox"/> Porch | <input type="checkbox"/> Zoning Determination |
| <input type="checkbox"/> Other: _____ | | |

The Neptune Township Zoning Map, Land Development Ordinance and its amendments can be found online at www.neptunetownship.org/departments/land-use.

ALL APPLICATIONS WITHIN THE HISTORIC DISTRICT REQUIRE HPC APPROVAL.

IF ANY OF THE REQUESTED INFORMATION IS SUBMITTED INCOMPLETE, THEN THIS APPLICATION SHALL BE RETURNED UNPROCESSED.

1. Location of property for which zoning permit is desired:

Street Address: 79 MAIN AVE Block: 162 Lot: 7 Zone: HDR1

2. Applicant Name: COLTRAINE ENTERPRISES Phone No. [REDACTED] Fax No.

Applicant's Address: 86 WEBB AVENUE OCEAN GROVE NJ 07756

Email: [REDACTED]

3. Property Owner Name: 79 MAIN AVENUE, LLC % KELLY HOGAN Phone No. [REDACTED] Fax No.

Property Owner's Address: 10 JEANNE DRIVE NEPTUNE, NJ 07753

Email: [REDACTED]

4. Present Approved Zoning Use of the Property: Nonconforming Mixed Use Building. The property consists of one building containing one (1) commerci

5. Proposed Zoning Use of the Property: Nonconforming Mixed Use Building. The property consists of one building containing one (1) commerci

6. Describe in detail the activity or activities you are proposing. If you are proposing construction, then describe in detail the dimension and setbacks. If you are proposing a use, then describe the proposed use.

"Office space for financial services (sic) software consultant 1st floor of building"

7. Has the above referenced premises been the subject of any prior application to the ZONING BOARD OF ADJUSTMENT or PLANNING BOARD?

Use Building. The property consists of one building containing one (1) commercial unit and two (2) residential units.

There are presently no uses occupying the one (1) commercial unit. The prior Nonconforming Law Office Use has been abandoned.

The applicant describes the proposed work in detail:

"Office space for financial
services software consultant
1st Floor of building"

The applicant does not describe all proposed work and structures as defined by the Land Development Ordinance in the detailed description and in the submitted plans.

-

In reviewing the submitted application, it appears the applicant is proposing work in reference to:

- Definitions;

- Nonconforming Uses, Structures, And Lots;

- Zoning Permits;

- HD-R-1 – Historic District Single Family Residential;

- Professional Offices In Historic District;

- Signs

DEFINITIONS:

Land Development Ordinance section 201 states:

abandonment - The relinquishment of property, or cessation of the use of the property, by the owner or lessee without any intention of transferring property rights to another owner or of resuming the use of the property.

change of use - Any use that substantially differs from the previous use of a building or land.

professional office – An office used or occupied by a licensed professional in the fields of accounting, architecture, dentistry, engineering, finance, insurance, law, medicine, planning and similar occupations and professions.

- The present zoning use of the property is a Nonconforming Mixed Use Building. The property consists of one building containing one (1) commercial unit and two (2) residential units. There are presently no uses occupying the one (1) commercial unit. The prior Nonconforming Law Office Use has been abandoned. The one (1) commercial unit remains, unaltered, and has been maintained as a vacant space.

C Non-conforming uses and structures are considered terminated and shall not be revived in any way except as a conforming use or structure in accordance with the following:

1 A non-conforming use or structure abandoned in accordance with this Ordinance and accompanied by an intent on the part of the owner to abandon such use as evidenced by some act or failure to act which carries with it a sufficient implication that the owner neither claims or retains any interest in the subject matter of the abandonment shall be considered a termination thereof. Such implication shall be reputedly presumed by non-use for any period of two (2) or more years. Non-use by successive owners shall be considered continuous non-use.

2 The change of a non-conforming use or structure to a more or entirely conforming use for any period of time shall be considered an abandonment of the previous non-conforming use, and a reversion to the previous non-conforming use shall not be permitted.

3 A non-conforming structure or use which has fifty percent (50 %) or more of its non-conforming area or value destroyed by fire or natural calamity shall be considered an abandonment thereof.

ZONING NOTES:

- The prior Nonconforming Law Office Use has been abandoned. The one (1) commercial unit remains, unaltered, and has been maintained as a vacant space.

D A nonconforming structure may not be enlarged, extended, increased in height, width or depth, moved or relocated, modified in such a way so as to increase habitable or useable space, number of dwelling units or number of bedrooms; unless such structure is changed to a structure conforming to the requirements of this Chapter except that an existing one family structure may be rebuilt, enlarged, extended or added to provided:

- 1 The enlargement, extension or addition conforms to all zone requirements; or
- 2 The portion of the enlargement, extension or addition which does not conform to zone requirements consists entirely of the enclosure of existing side or rear porches.
- 3 Where a structure is nonconforming solely because it intrudes on the current required yard area.
 1. a) If the proposed horizontal addition to that building would not protrude into that required yard area, then the Zoning Official can issue the permit and no application to the Board of Adjustment is necessary.
 2. b) If a proposed vertical addition would be located within the building envelope or existing building footprint (and assuming no violation of height restriction or other ordinance provision), the Zoning Official may also issue a permit for such vertical expansion provided that the addition would not exacerbate the nonconformity.
- 4 An existing one-family structure located in a residential district destroyed by fire or other natural calamity may be rebuilt provided the new structure complies with all zone requirements relating to setbacks and height; however, the existing lot need not comply with minimum lot width, depth and area requirements where the existing condition is non-conforming.

ZONING NOTES:

- N/A

E The prospective purchaser, prospective mortgagee, or any other person interested in any land upon which a nonconforming use or structure exists may apply for, in writing, the issuance of a certificate certifying that the use or structure existed before the adoption of the ordinance which rendered the use or structure nonconforming. The applicant shall have the responsibility of affirmatively proving the preexisting

- 4 Park
- 5 Place of worship
- 6 Ocean Grove Camp Meeting Association (OGCMA) facilities in accordance with permitted, conditional and accessory uses in the district
- C Conditional uses.
 - 1 Professional Office
- D Accessory uses.
 - 1 Uses customarily incidental and accessory to a principal permitted use
 - 2 Family day care
 - 3 Home occupation
 - 4 Home professional office
- E Bulk regulations. See Schedule B-1.

ZONING NOTES:

- The applicant is proposing to add a "Office space for financial services software consultant 1st Floor of building" to the property. The proposed does not qualify as a Conditional Professional Office as defined by the Neptune Township Land Development Ordinance. The applicant does not display compliance with the Land Development Ordinance. Zoning Board of Adjustment approval is required.

PROFESSIONAL OFFICES IN HISTORIC DISTRICT:

Land Development Ordinance section 415.13 states:

Professional Offices may be permitted in the HD-R-1 Zone District subject to the following conditions:

A The structure devoted to professional office use shall front Main Avenue and be located between New Jersey Avenue and New York Avenue.

ZONING NOTES:

- The applicant did not submit the required surveys/site plans as indicated on the zoning permit application information sheet.

B A maximum of one (1) dwelling unit may be located within a structure that contains an office use. The dwelling unit and office use must maintain individual primary entrances to a structure. This shall not preclude the operation of a home occupation or home professional office in accordance with this Ordinance.

ZONING NOTES:

- The applicant did not submit the required surveys/site plans as indicated on the zoning permit application information sheet.

- The applicant did not submit the required construction plans as indicated on the zoning permit application information sheet.

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

16

CERTIFICATE OF FORMATION

79 MAIN AVENUE L.L.C.
0450204303


The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 09/29/2017 and was assigned identification number 0450204303. Following are the articles that constitute its original certificate.

1. **Name:**
79 MAIN AVENUE L.L.C.
2. **Registered Agent:**
ERIKA A. HOGAN
3. **Registered Office:**
517 NORTH RIVERSIDE DRIVE
NEPTUNE, NEW JERSEY 07753
4. **Business Purpose:**
REAL ESTATE OWNERSHIP
5. **Effective Date of this Filing is:**
09/29/2017
6. **Members/Managers:**
ERIKA A. HOGAN
517 NORTH RIVERSIDE DRIVE
NEPTUNE, NEW JERSEY 07753
7. **Main Business Address:**
517 NORTH RIVERSIDE DRIVE
NEPTUNE, NEW JERSEY 07753

Signatures:

ERIKA A. HOGAN
AUTHORIZED REPRESENTATIVE

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
29th day of September, 2017



Ford M. Scudder
State Treasurer



Certificate Number : 4040860214

Verify this certificate online at

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

Township of Neptune
Monmouth County, New Jersey
2020

MERCANTILE REGISTRATION

This registration must be posted where it is visible for inspection

Registration Number: R02762-14920

Name of Business: 79 Main Ave, LLC
Trading As:

Business Address: 79 MAIN AVE
Ocean Grove, NJ 07756

Use: Phone: [REDACTED]

Tax ID:

Business Category: Real Estate and Rental and
Leasing

Business Description:

THIS REGISTRATION IS NOT VALID UNLESS
OFFICIALLY SIGNED BELOW

Nick Marciso

DATE ISSUED: 01/01/2020

EXPIRES ON: 12/31/2020

This registration shall be subject to all applicable ordinances as the Township Committee shall make from time to time
Any changes in the above information must be reported to the Mercantile Officer

THIS REGISTRATION IS NOT TRANSFERABLE

Township of Neptune
Monmouth County, New Jersey

2020 Rental Property

Mercantile Registration Receipt

Registration Number: R02762-14920

Name of Business:

79 Main Ave, LLC

Trading As:

Phone: [REDACTED]

Tax ID:

Business Category: Real Estate and Rental and Leasing

Business Description:

Business Address:

Lot: 7 Block: 162

79 MAIN AVE

Ocean Grove, NJ 07756

Business Owner:

Kelly Hogan

Phone: (732)897-0906

Email:

Fees:

Rental Property Fee \$ 100.00

Fee Total: \$ 100.00

Grand Total Amount: \$ 100.00

Total Paid: \$ 100.00

Mailing Address:

79 Main Ave, LLC

Trading As:

10 Jeanne Drive

Neptune, NJ 07753

Neptune Mercantile Office 732.988.5200 Ext. 240

Neptune Township Mercantile Registration

25 Neptune Boulevard

Neptune, NJ 07754-1125

12/28/17

Taxpayer Identification# [REDACTED]

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

79 MAIN AVENUE L.L.C.

ADDRESS:

517 NORTH RIVERSIDE DRIVE
NEPTUNE NJ 07753

EFFECTIVE DATE:

12/28/17

TRADE NAME:

SEQUENCE NUMBER:

2194809

ISSUANCE DATE:

12/28/17



Director
New Jersey Division of Revenue

FORM BR-C

Date of this notice: 09-29-2017

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

79 MAIN AVENUE
ERIKA A HOGAN SOLE MER
517 N RIVERSIDE DR
NEPTUNE, NJ 07753

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2941572. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 79MA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 09-29-2017

EMPLOYER IDENTIFICATION NUMBER: [REDACTED]

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

79 MAIN AVENUE
ERIKA A HOGAN SOLE MBR
517 N RIVERSIDE DR
NEPTUNE, NJ 07753

OPERATING AGREEMENT

79 MAIN AVENUE, L.L.C.

This *Operating Agreement* of *79 Main Avenue, L.L.C.*, is entered into as of the 9TH day of September, 2017 by *Erika A. Hogan, Jeffrey B. Hogan and Kelly W. Hogan*

WHEREAS, the parties hereto desire to enter this Operating Agreement to define and express the terms and conditions pursuant to which the business affairs of *79 Main Avenue, L.L.C.*, a New Jersey Limited Liability Company, will be operated and the respective rights and obligations of the parties with respect thereto; and

WHEREAS, the parties hereto desire to be bound by this Operating Agreement pursuant to the terms hereof.

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

ARTICLE I

Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

"Act" means the New Jersey Limited Liability Company Act, as amended from time to time.

"Agreement" means this Operating Agreement, as the same may be amended, modified, supplemented or restated from time to time.

"Bankruptcy" means, with respect to any Member, that such Member shall have (1) made an assignment for the benefit of creditors; (2) filed a voluntary petition in bankruptcy; (3) been adjudicated a bankrupt or insolvent or had an order for relief in any bankruptcy or insolvency proceeding entered against him; (4) filed a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (5) filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding set forth in (4)

above; (6) sought, consented to, or acquiesced in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; (7) had any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation commenced against him and such proceeding shall not have been dismissed within one hundred twenty (120) days of its commencement, or (8) had a trustee, receiver, or liquidator of the Member or all or any substantial part of his properties appointed without his consent or acquiescence and such appointment shall not have been vacated or stayed within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

"Capital Account" means the account established and maintained for each Member on the books of the LLC, which is initially equal to the capital contributions of the Member to the LLC and thereafter is increased by (i) additional cash contributions, if any, made by the Member to the LLC, (ii) the fair market value to the Member of any property contributed by the Member to the LLC (net of any liability assumed by the LLC and any liability to which such property is subject), and (iii) the amount of any income including income exempt from federal income tax or gain allocated to the Member for federal income tax purposes; and decreased by (a) the amount of any Distributions of cash made to the Member, (b) the fair market value to the LLC of any Distributions of property made to the Member (net of any liability assumed by the Member and any liability to which such property is subject), (c) the Member's share of any costs paid or incurred by the LLC to organize the LLC, and (d) the amount of any losses allocated to the Member for federal income tax purposes, all in accordance with federal tax accounting principles. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Treasury Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Certificate" means the Certificate of Formation to be filed with respect to the LLC in the office of the New Jersey Secretary of State, as the same may be amended, modified or supplemented from time to time in accordance with the provisions of this Agreement and the Act.

"Code" means the Internal Revenue Service of 1986, as amended, or any corresponding provision of any succeeding law.

"Distribution" means distributions of cash or other property made by the LLC to the Members. The repayment of any Member's loans made to the LLC and any payment of fees to a Member or reimbursement of disbursements shall not be considered Distributions.

"Income and Gain from Dispositions" means all net income and gain recognized by the LLC for federal income tax purposes resulting from the sale or other disposition of all or a substantial portion of the assets and properties of the LLC.

"Income from Operations" means all income and gain recognized by the LLC for federal income tax purposes, other than Income and Gain from Dispositions.

"LLC" means the limited liability company to which this Agreement pertains, as such limited liability company may, from time to time, be constituted.

"LLC Interest" shall refer to a Member's entire right, title and interest in the LLC including a Member's percentage share of Distributions of Net Cash Flow and Net Proceeds from the LLC as well as the Member's right to participate in the management of the affairs of the LLC.

"LLC Percentage Interest" shall mean, as to each Member, the percentage interest in the LLC allocated to such Member on the books and records of the LLC. The initial LLC Percentage of Interest of each Member is set forth in Exhibit A attached hereto.

"Losses from Dispositions" means all net losses recognized by the LLC for federal income tax purposes resulting from the sale or other disposition by the LLC of all or a substantial portion of the assets and property of the LLC.

"Losses from Operations" means any losses recognized by the LLC for federal income tax purposes, other than Loss from Dispositions.

"Member" means any Person who is admitted to the LLC as a Member pursuant to the provisions of this Agreement. The initial Members of the LLC are named in Exhibit A attached hereto.

"Net Cash Flow" means with respect to any fiscal year of the LLC the amount calculated as follows: (1) the sum of (a) any Income from Operations or Losses from Operations; (b) any

allowance for depreciation and/or amortization of the cost of assets and properties of the LLC; and (c) any funds that have become available to the LLC by reason of the reduction of reserves, to the extent not reflected in (a) above; minus (2) the sum of (v) any Losses from Operations; (w) all amounts paid by the LLC on account of the amortization of borrowings secured by mortgages or other encumbrances on any real property of the LLC or any other borrowings by the LLC (including loans made by Members), other than out of Net Proceeds, the proceeds of borrowings, capital contributions or interest paid by Members with respect to their capital contributions (if any); (x) capital expenditures, other than out of Net Proceeds, the proceeds of borrowings, capital contributions or interest paid by Members with respect to their capital contributions (if any) and (y) increases in reserves not reflected in subparagraph 1(a) above.

“*Net Proceeds*” means the net cash or other consideration available to the LLC as the result of (a) the sale or other disposition of all or a substantial portion of the assets and properties of the LLC; and (b) the giving or refinancing of any lien, security interest or other encumbrance on any real property owned by the LLC; in each case less (w) all costs and expenses incident thereto; (x) the portion, if any, that is reinvested in such real property; (y) the portion, if any, that is applied to reduce or discharge any indebtedness of the LLC (including loans made by Members); and (z) the portion, if any, which, in the discretion of the Members, is retained as a reserve for the foregoing or to meet LLC obligations.

“*Person*” means any individual, corporation, partnership (general or limited), association, limited liability company, trust, estate or other entity.

“*State*” means the State of New Jersey.

ARTICLE II

ORGANIZATION

2.1 ~ The name of the LLC shall be *79 Main Avenue, L.L.C.*, and such name shall be used at all times in connection with the business affairs of the LLC. In the event that the Members elect an alternate name, then the LLC shall file a Certificate of Registration of Alternate Name as required by the Act.

2.2 ~ Organization of the LLC. The LLC shall be organized under the laws of the State of New Jersey on the date of the filing of the Certificate. The Members have executed and filed

the Certificate and will file such other documents and instruments with such appropriate authorities as may be necessary or appropriate, from time to time, to comply with all requirements for the formation and operation of a limited liability company in the State. The Members hereby authorize and direct the registered agent designated, pursuant to Section 2.4 hereafter, to cause the Certificate to be executed and filed for record in the Office of the Secretary of State, Division of Revenue of the State of New Jersey.

2.3 ~ Purpose of the LLC. The LLC may engage in any lawful business, purposes or activities permitted by the Act or the laws of any jurisdiction in which the LLC may do business, and the LLC shall have the authority to do all things necessary, convenient or incidental to accomplish its purposes and operate its business as described herein.

2.4 ~ Registered Agent & Office. The registered office of the LLC shall be *517 North Riverside Drive, Neptune, New Jersey 07753*. The principal place of business and mailing address of the LLC shall be determined by the Members as they deem advisable. The LLC may maintain additional offices at such locations as the Members deem advisable. *Erika A. Hogan* shall be the registered agent of the LLC.

2.5 ~ Term. The term of the LLC shall commence upon the date of the filing of the Certificate, and shall continue in existence until terminated, pursuant to the provisions of this Agreement.

2.6 ~ Title to LLC Property. All of the LLC's right, title and interest in and to any tangible property, intangible property, real property, personal property and any and all other assets acquired by the LLC, shall be held in the name of the LLC as an entity. No Member shall have an ownership interest in any property of the LLC in his individual name. Each Member's LLC interest shall be personal property for all purposes.

ARTICLE III

ADMISSION OF MEMBERS; CAPITAL CONTRIBUTIONS

3.1 ~ Initial Capital Contributions. The initial contribution shall be determined by the Members of the LLC, for such purposes as the LLC is formed.

3.2 ~ No other Capital Contributions Required. (a) Unless otherwise approved by the Members, no Member shall be required to contribute any capital to the LLC for any reason

whatsoever, except as provided in Section 3.1 (b) Notwithstanding anything to the contrary in this Agreement, if a Member has rightfully received a return, by cash Distribution or otherwise, of the whole or any part of his/her capital contribution to the LLC, such Member shall remain liable for the LLC for any sums (not in excess of the capital so returned, with interest) necessary to discharge the LLC's liabilities to all creditors who extend credit or whose claims arose before such return.

3.3~ No Priority . No Member shall be entitled to any Distributions from the LLC or to withdraw or demand the return of any part of his/her capital contribution except as specifically provided for herein. No Member shall have the right to demand or receive property other than cash in return for his/her capital contribution or as a Distribution of income. No Member shall have priority over any other Member either as to the return of his/her capital contribution to the LLC, or as to any Distribution except as specifically provided for herein.

3.4 ~ Treatment of Advances; Interest & Withdrawals. (a) If any Member shall advance any funds to the LLC other than as provided in this Article III, the amount of any such advance shall not be an additional capital contribution of such Member, but shall be a debt due from the LLC to such Member to be repaid at a fluctuating interest rate, equal to the prime rate of the LLC's lender (or if there is no lender, at the prime rate as published in the Wall Street Journal) and at such times as shall be expressly agreed upon, or, in the absence of such agreement, upon the dissolution and liquidation of the LLC. (b) No interest shall be paid on any capital contributions. Except as otherwise provided herein, no Member shall be entitled to withdraw any part of his/her capital contributions.

ARTICLE IV

RIGHTS & OBLIGATIONS OF MEMBERS

4.1 ~ Management of the Business. The LLC shall be managed by *Erika A. Hogan, Jeffrey B. Hogan and Kelly W. Hogan*, who shall have the authority to sign contracts, and any other documents necessary to effectuate the general business of the LLC, including banking purposes, with the consent of the majority of the Members.

4.2 ~ Outside Activities. Each Member may engage in any other business, investment or profession including the investment in, ownership of, or operation of other business activities

whether or not in direct, or in indirect competition with the LLC. The LLC and other Members shall have no rights in, or to any such business, profession or investment, or to the income of profits derived therefrom.

4.3 ~ Liabilities of Members. The Members shall have no personal liability with respect to the liabilities and obligations of the LLC, and shall not be required to make any contributions to the capital of the LLC, other than their capital contributions provided for in Section 3.1 hereof.

4.4 ~ Other Compensation. No Member shall be entitled to any fees, commissions or other compensation from the LLC for any services rendered to, or performed for the LLC, except as provided by the Members.

4.5 ~ Meetings Of and Voting By Members. (a) A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the LLC's principal place of business, or at any other place within (or without) the State of New Jersey, designated by the Member calling such meeting. Not less than ten (10), nor more than thirty (30) days before each meeting, the Member(s) calling the meeting shall give written notice of the time and place of the meeting to each Member entitled to vote at the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice shall be deemed to have waived notice, if before or after the meeting, the Member signs a waiver of the notice, which is filed with the records of the Member's meeting, or is present at the meeting in person, or by proxy. Unless this Agreement provides otherwise, at a meeting of the Members, the presence in person or by proxy of Members holding not less than fifty-one percent (51%) of the LLC interests then held by Members, constitutes a quorum. A Member may vote either in person, or by written proxy signed by the Member, or by his duly authorized attorney in fact. (b) Whenever this Agreement requires the "written consent", "approval" or "election" by the Members, the affirmative vote of all of the Members shall be required to approve the matter. In all other circumstances, the affirmative vote of the Members owning more than fifty percent (50%) of the LLC Interests then held by Members, shall be controlling. (c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of all of the Members.

ARTICLE V

LLC DISTRIBUTIONS; PAYMENT OF CONSIDERATION; ALLOCATIONS OF INCOME, LOSS & CREDIT

5.1 ~ Distributions of Net Cash Flow & Net Proceeds Generally. The Members shall determine whether and when to (a) make Distribution of Net Cash Flow and Net Proceeds and (b) retain such funds in the LLC as they deem necessary to cover the LLC's reasonable business needs, which shall include reserves against possible losses and the payment or making provision for the payment, when due, of obligations of the LLC and obligations secured by, or by lien on, or security interest in, property of the LLC.

5.2 ~ Distributions of Net Cash Flow. Any Net Cash Flow shall be distributed to the Members in accordance with the LLC Percentage Interests.

5.3 ~ Distribution of Net Proceeds. Any Net Proceeds shall be distributed to the Members in accordance with the LLC Percentage Interests.

5.4 ~ Allocations. (a) Income from Operations and Losses from Operations shall be allocated to the Members in accordance with the LLC Percentage Interests; (b) Subject to section 5.6, Income and Gain from Dispositions and Losses from Dispositions shall be allocated to the Members as follows:

(i) Income and Gain from Dispositions shall first be allocated to any Members with deficit Capital Accounts in proportion to such deficits until all such deficits have been eliminated, the balance, if any, to be allocated to the Members in accordance with the LLC Percentage Interests.

(ii) Losses from Dispositions shall first be allocated to the Members in proportion to any positive balance in their respective Capital Accounts until such positive balances have been eliminated, the balance, if any, to be allocated to the Members in accordance with LLC Percentage Interests.

5.5 ~ Allocations of Tax Credits. Subject to Section 5.6, all tax credits to which the LLC shall be entitled under the Code shall be allocated among Members in accordance with the ratio in which the Members divide the taxable income of the LLC (within the meaning of Section

702(a)(8) of the Code) for the taxable year in which the credit arises, regardless of whether the LLC realizes a profit or sustains a loss for such taxable year.

5.6 ~ Special Allocations.

(a) No Member shall be allocated any item of loss or deduction to the extent said allocation will cause or increase any deficit in said Member's Capital Account, in excess of the amount such Member is obligated or deemed obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(f), as of the end of the LLC's tax year to which such allocation relates. In determining the above, a Member's Capital Account shall be reduced for the items described in Treasury Regulation Sections 1.704(b)(2)(ii)(d)(4), (5) and (6).

If any Member with a deficit in his/her Capital Account unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then LLC items of income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate the deficit in said Member's Capital Account created by such adjustment, allocation or distribution as quickly as possible.

The Members intend that the provisions set forth in this Section will constitute a "Qualified Income Offset" as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d). The regulations shall control in the case of any conflict between those Treasury Regulations and this Section.

(b) The following provisions shall be applicable in the first taxable year in which the LLC has nonrecourse deductions as defined in the Treasury Regulation Section 1.704-2(b)(1):

(i) If, at the close of any taxable year of the LLC, there is a net decrease in Minimum Gain (as defined in (ii) below), and the portion of the aggregate deficit Capital Account balance of all Members having deficit Capital Account balances at the end of such year that result in whole, or in part from the allocation of losses or deductions attributable to the LLC nonrecourse indebtedness ("Deficit Nonrecourse Balances") exceeds (but not for the application of this Section 5.6(b)(i) the Minimum Gain, if any then to the extent of such excess (referred to as the "Minimum Gain Deficiency") LLC income and gain, if any, shall be allocated, before any other allocation is made, to each Member having a Deficit Nonrecourse Balance. Any such allocation shall be made in the proportion that such Member's Deficit Nonrecourse Balance

bears to the aggregate Deficit Nonrecourse Balances of all Members. In allocating the income and gain pursuant to the previous two sentences, gains recognized from the disposition of LLC assets subject to nonrecourse liabilities of the LLC shall be allocated first to the extent of the decrease in Minimum Gain attributable to the disposition of said asset. Thereafter, any income and gain to be allocated shall consist of a pro rata amount of other LLC income and gain for that year. Any allocation under this Section 5.6(b)(i), shall be made no later than the end of the tax year in which sum Minimum Gain Deficiency arises; provided however, that in no event shall there be a reallocation of any item of income, gain, loss or deduction previously allocated among the Members pursuant to this Agreement. Any special allocations of income or gain under this Section 5.6(b)(i) shall be taken into account in computing subsequent allocations of Net Profits and Net Losses, so that to the extent possible the aggregate amounts of Net Profits and Net Losses allocated contained in this Section 5.6(b)(i). For absence of the allocations contained in this Section 5.6(b)(i). For purposes of this Section 5.6(b)(i) Distributions made prior to or contemporaneous with any allocation to a Member shall be reflected in such Member's Capital Account prior to making such allocation. Allocations of income and gain under this Section 5.6(b)(i) shall not exceed the sum of the LLC Minimum Gain Deficiency and Minimum Gain. The Members intend that this Section 5.6(b)(i) will constitute a "Minimum Gain Chargeback" as set forth in Treasury Regulation Section 1.704-2(f).

(ii) "Minimum Gain" means the total gain, which the LLC would realize if sold, in a taxable disposition, each of its assets, which were subject to non-recourse liabilities in full satisfaction of the liabilities. In computing said gain, only the portion of the assets' basis allocated to non-recourse liabilities of the LLC shall be taken into account.

(c) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, any Inherent Gain (as defined below) with respect to any property contributed to the capital of the LLC shall be allocated to the Member contributing such property at the time such Inherent Gain is recognized by the LLC. In addition, depreciation attributable to such property shall be allocated among the Members in accordance with the Treasury Regulations under Code Section 704(c). Allocations pursuant to this subparagraph are solely for the purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing any Member's

Capital Account or share of profits, losses, other items or distributions pursuant to any provision of this Agreement. For purposes of this Section 5.6(c), "Inherent Gain" shall be the difference between the fair market value of the property contributed to the LLC (unreduced by any liabilities secured by the property or to which the property is subject) and the adjusted basis of said property, determined immediately before the contribution of said property to the LLC.

(d) In the event any Member's LLC Percentage Interest shall change during any taxable year, notwithstanding any other provision of this Agreement, the LLC's Income or Loss from Operations and Income and Gain or Loss from Dispositions, and each item of income, deduction or credit of the LLC with respect to such Member shall be allocated in a manner which take into account his/her varying LLC Percentage Interest during such taxable year and in a manner consistent with the requirements of Section 706 of the Code, or equivalent legislation and applicable Treasury Regulations.

(e) If the Code or any applicable Treasury Regulations shall require that any item of income, deduction, gain, loss or credit of the LLC be allocated among the Members in a manner inconsistent with the allocations provided for in this Article in order to be respected by the Internal Revenue Service, then, notwithstanding any other provision of this Agreement, all such items shall be reallocated in a manner which conforms with the Code or any applicable Treasury Regulations and most closely approximates the allocations otherwise provided for in this Article.

5.7 ~ Binding Effect. The Members are aware of the income tax consequences of the allocations made by this Article V, and hereby agree to be bound by the provisions of this Article V in reporting their share of LLC income, gain, loss and deduction for Federal income tax purposes.

5.8 ~ Tax Elections. The Members make such elections for Federal income tax purposes that they reasonably determine to be in their best interest.

ARTICLE VI

RECORDS, REPORTS & TAXES

6.1 ~ Fiscal Year. The fiscal year of the LLC for both accounting and Federal income tax purposes shall end on December 31 of each calendar year, and, for accounting and Federal

income tax purposes, the LLC shall report its operations and profits and losses in accordance with the cash method of accounting.

6.2 ~ Books & Records. At all times during the continuance of the LLC, the Members shall keep, or cause to be kept, full and faithful books of account in which shall be entered fully and accurately, each transaction of the LLC. All of the books of account shall at all times be maintained at the principal office of the LLC and/or at the office of the LLC accountants, or at such other place as the Members shall determine. Each Member and his respective attorney(s), accountant(s), and other advisors, shall have the right at all times during regular business hours, to examine, review, audit, and make copies of the books and records of the LLC.

Each Member shall maintain all information relating to the LLC contained in such reports and books and records, in strict confidence. Each Member making such examination, review audit or copying shall bear all of the expenses incurred by such Member and the LLC in any such examination, review, audit or copying.

6.3 ~ Capital Account. There shall be established and maintained on the books of the LLC a Capital Account for each Member.

6.4 ~ Reports. The LLC shall provide the Members with an Annual report of the LLC's operations, which shall include income statements of the LLC, for the year to date, by no later than the end of the month succeeding such calendar year.

6.5 ~ Tax Status. Each of the Members hereby recognizes that the LLC will be recognized as a partnership for Federal and for New Jersey tax purposes, and will be subject to all provisions of SubChapter K of Chapter 1 of Subtitle A of the Code. The Members shall use all reasonable efforts to cause the LLC's accountant(s) to prepare and make timely filings of all tax returns and statements, which the accountant(s) determine must be filed on behalf of the LLC, with any taxing authority and to provide copies of such returns and statements to each Member prior to thirty (30) days before the due date (computed without regard to any extensions thereof) and actual filing of such return.

6.6 ~ Tax Return; Elections.

a) Erika A. Hogan, Jeffrey B. Hogan and Kelly W. Hogan, or as a Majority of the Members shall Consent to, shall be the “tax matters partner(s)” (the “Tax Matters Partner(s)”) for purposes of the Code and shall notify the Members of any audit or other matters of which the Tax Matters Partner is notified or becomes aware of. The Tax Matters Partner shall cause all income tax and information returns for the LLC to be prepared by the LLC’s accountant(s) and shall cause such tax returns to be timely filed with the appropriate authorities. Copies of such tax and information returns shall be kept at the principal office of the LLC, or at such other place as the Tax Matters Partner shall determine and shall be available for inspection by the Members or their representatives during normal business hours.

b) The LLC may, but is not required to, make an election for Federal income tax purposes, to the extent permitted by applicable law and regulation, as follows:

(i) in the case of a transfer of all or part of any Members LLC Interest, the LLC may elect in a timely manner, pursuant to Section 754 of the Code and pursuant to corresponding provisions of the applicable state and local tax laws to adjust the basis of the assets of the LLC pursuant to Sections 734 and 743(i) of the Code; and

(ii) all other elections required or permitted to be made by the LLC shall be made in such a manner as the Members, in consultation with the LLC’s attorney’s or the LLC’s accountant(s), determine to be most favorable to the Members.

c) No Member shall take any action or refuse to take any action which would cause the LLC to forfeit the benefits of any tax election previously made or agreed to be made by the LLC.

ARTICLE VII

TRANSFER OF LLC INTERESTS; WITHDRAWAL OF MEMBERS

7.1 ~ Restriction on Transfer. Except at otherwise expressly provided in Section 7.2, no Member may assign or otherwise transfer all or any part of his/her LLC Interest, or grant or create any participation in such Member’s right to receive Distributions or returns of capital. Any transaction by a Member in violation of the provisions of this Section 7.1 shall, as between such Member on the one hand, and the LLC and the other Members on the other hand, be null and void.

7.2 ~ Permitted Transfers. A Member may sell, assign or transfer all or any portion of this LLC Interest to another Member without obtaining the prior consent of any other Person. No Member may sell, assign or transfer all or any portion of his LLC Interest to a Person other than a Member without the prior written consent of the other Members; provided however, that a Member may transfer his/her share of income, gain, deductions, credits and losses and the return of the contributions to which the selling, assigning or transferring Member would otherwise be entitled, without the consent of the other Members, but such assignee or transferee shall not become a Member and shall have no right to participate in the management of the LLC and vote on matters coming before the LLC. The Members hereby acknowledge the reasonableness of the restrictions contained in this Section 7.2 in view of the purposes of the LLC and the relationship of the Members.

7.3 ~ Effective Date of Transfers. For financial and tax reporting purposes, every voluntary sale, assignment or other transfer (as distinguished from the original issuance) of any LLC Interest or portion thereof shall be deemed to have occurred as of the close of business on the day of the month in which such event shall have in fact occurred, and every involuntary sale, assignment or permitted transfer (whether by gift, bequest, inheritance, operation of law or any other method) of any interest of a Member in the LLC shall be deemed to have occurred, and shall have no prior effect, as of the close of business on the day of the calendar month in which the LLC shall have received evidence of such transfer.

7.4 ~ Conditions Applicable to Transfers. Notwithstanding anything to the contrary contained in this Agreement, no change in ownership of the LLC Interest of any Member shall be binding upon the LLC or any Member unless and until (i) true copies of instruments of transfer executed and delivered pursuant to, or in connection with such transfer shall have been delivered to the LLC; (ii) the transferee shall have delivered to the LLC, an executed and acknowledged assumption agreement pursuant to which the transferee assumes all of the obligations of the transferor hereunder, and agrees to be bound by all of the provisions of this Agreement (including, without limitation, if pursuant to the provisions of this Agreement, the transferee is to become, as a result of such transfer, a Member of the LLC, an acknowledgment

thereof); and (iii) the transferee shall have executed, acknowledged and delivered any instruments required under the Act to effect such transfer.

7.5 ~ Transferees By Operation of Law. If, notwithstanding the provisions of this Article VII, any Person acquires all or any part of the LLC Interest of a Member in violation of this Article VII by operation of law, or judicial proceeding, the holder(s) of said LLC Interest shall be entitled to receive only the share of income, gain, deductions, credits, and losses and the return of contributions to which said Member would otherwise be entitled, and said Person shall have no right to participate in the management of the LLC and vote on matters coming before the LLC.

7.6 ~ Admission of Additional Members. Except as hereinabove provided, no additional Members may be admitted to the LLC without the prior unanimous consent of the Members.

7.7 ~ Voluntary Withdrawal. No Member shall have the right or the power to voluntarily resign, or otherwise withdrawal from the LLC.

ARTICLE VIII

DISSOLUTION, LIQUIDATION & TERMINATION

8.1 ~ Dissolution. a) The LLC shall be dissolved upon the earlier to occur of any of the following events:

(i) The sale, exchange or other disposition by the LLC of all, or substantially all of the LLC's assets;

(ii) The written consent of the Members;

(iii) When there is only one (1) Member, if said sole Member shall so elect; or

(iv) The death, or Bankruptcy of any Member, or any other event, which under the Act, would cause the dissolution of a limited liability company, unless all of the remaining Members (provided there are at least two) elect to continue the business of the LLC.

b) Dissolution shall be effective on the date of the event giving rise to the dissolution, but the LLC shall not terminate until the assets thereof have been distributed in accordance with the provisions hereinafter set forth.

8.2 ~ Liquidating Trustee. (A) Upon dissolution of the LLC, the liquidating trustee(s) (who shall be the remaining Member(s), or if there is no remaining Member, the last Person to be a Member or the legal personal representative(s) of the Person who was last a Member) shall

proceed diligently to wind up the affairs of the LLC and distribute its assets in the following order of priority:

(i) To the payment of the debts and liabilities of the LLC (other than those to Members) and the expenses of the liquidation;

(ii) To the setting up of such reserves as the liquidating trustee(s) may deem reasonable necessary for any contingent or unforeseen liabilities or obligations of the LLC arising out of, or in connection with the LLC; provided that any such reserve shall be paid over by the liquidating trustee(s) to a Person (if an individual, not a Member, or one in the employ of any Member), as escrowee, to be held by such Person (or designated successor) for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies and, at the expiration of such period as the liquidating trustee(s) shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided;

(iii) To the repayment of any advances that may have been made by any of the Members of the LLC, but if the amount available for such repayment shall be insufficient, then pro rata in accordance with the amounts of such advances; and

(iv) To the Members as provided in Sections 5.2 and 5.3.

(B) Pending such distribution, the liquidating trustee(s) shall continue to exploit the rights and properties of the LLC consistent with the liquidation thereof, exercising in connection therewith all the power and authority of the Members as herein set forth.

8.3 ~ Accounting on Dissolution. Upon dissolution of the LLC, the liquidating trustee(s) shall cause the LLC's accountant(s) to make a full and proper accounting of the assets, liabilities, and operation of the LLC, as of and through the last day of the month in which the dissolution occurs.

8.4 ~ Distribution in Kind. No Member shall have the right to demand and receive property other than cash. The liquidating trustee(s) shall, in any event, have the power to sell the LLC's assets for cash in order to provide for payment of liabilities and establish a reserve as aforesaid or otherwise. All saleable assets of the LLC may be sold in connection with any liquidation at public or private sale, at such price and upon such terms as the liquidating trustee(s), in his or their sole discretion, may deem advisable. Any Member and any Person in

which any Member is in any way interested , may purchase assets at such sale. Distributions of LLC assets may be made in cash or in kind, in the sole and absolute discretion of the liquidating trustee(s).

ARTICLE IX
GENERAL

9.1 ~ Notices. Any notice or consent required or provided for by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally and receipt acknowledged, or sent by registered or certified mail, return receipt requested, postage and charges prepaid and addressed to such address of the Members set forth in Exhibit A to this Agreement.

A Member may change his address for the purposes of this Section 9.1 by notice to the LLC at its principal office in the manner herein provided for. Any such notice, consent or other communication shall be deemed to have been given the day it was (a) received by the LLC, or (b) personally delivered with receipt acknowledged.

9.2 ~ Further Assurances. Each of the parties hereto agree to execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents, and to take all such further action as may be required by law or deemed by the Members to be necessary or useful in furtherance of the LLC's purposes and the objectives and intentions underlying this Agreement and not inconsistent with the terms hereof.

9.3 ~ Prohibition Against Partition. Each Member hereby permanently waives and relinquishes any and all rights he may have to cause all or part of the property of the LLC to be partitioned, it being the intention of the Members to prohibit any Member from bringing a suit for partition against the other Members, or any of them.

9.4 ~ Waiver. No consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by any other Member of his obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member or Manager of the same or any other obligations of such Member hereunder. Failure on the part of a Member to complain of any act or failure to act of any other Member or to declare such other Member in default, irrespective of

how long such failure continues, shall not constitute a waiver by such Member of his rights hereunder.

9.5 ~ Severability. If any provision of this Agreement, or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.6 ~ Additional Remedies. The rights and remedies of any Member hereunder shall not be mutually exclusive. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it limit or affect, any other rights in equity or any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention of this Section 9.6 to make clear the agreement of the parties hereto that their respective rights and obligations hereunder shall be enforceable in equity as well as at law, or otherwise.

9.7 ~ Choice of Law. This Agreement, and all matters relating to the LLC shall be governed and construed in accordance with the laws of the State of New Jersey.

9.8 ~ Entire Agreement. This Agreement incorporates the entire agreement among the parties hereto, regardless of anything to the contrary contained in the Certificate of Formation, or other instrument, memorandum or notice, purporting to summarize the terms hereof, whether or not the same shall be recorded or published.

9.9 ~ Amendments. This Agreement may not be modified or amended except as otherwise provided herein, and with the consent of all of the Members.

9.10 ~ Gender and Number. Unless the context otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa.

9.11 ~ Benefit. Subject to transfer restrictions set forth in Article VII, this Agreement is binding upon and inures to the benefit of the parties hereunder, their heirs, legal representatives, successors and permitted assigns.

9.12~ Captions. Captions are inserted for convenience only, and shall not be give any legal effect.

9.13~ Execution. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together, will constitute but one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement of 79 Main Avenue, L.L.C, effective as of the day and the year first above written.

Witness:

Members:

ERIKA A. HOGAN

JEFFREY B. HOGAN

KELLY W. HOGAN

EXHIBIT A

Members

Name, Address and Taxpayer ID Number	Initial Cash Capital LLC Contributions	%Interest
1) Erika A. Hogan 517 North Riverside Drive Neptune, New Jersey 07753		33 1/3%
2) Jeffrey B. Hogan 6004 Dream Dust Drive N. Richland Hills, Texas 76180		33 1/3%
4) Kelly W. Hogan 10 Jeanne Drive Neptune, New Jersey 07753		33 1/3%

Signature: [Redacted]

Email: [Redacted]

Signature: [Redacted]
Jeffrey B. Hogan (Jan 7, 2018)

Email: [Redacted]

Signature: [Redacted]
Kelly W. Hogan (Jan 7, 2018)

Email: [Redacted]

Signature: [Redacted]
Christine E. Doman (Jan 8, 2018)

Email: [Redacted]

Signature: [Redacted]
Nicole Hogan (Jan 7, 2018)

Email: [Redacted]

Signature: [Redacted]
Christine Sousa (Jan 7, 2018)

Email: [Redacted]