Page 1 1 SUPERIOR COURT OF NEW JERSEY LAW DIVISION, CAMDEN COUNTY 2 DOCKET NO. CAM-L-001917-24 3 DAVID HUEHNERGARTH and 4 CHRISTOPHER MAYNES, : : DEPOSITION OF: 5 Plaintiff(s) : : KEVIN C. ROCHE б VS 7 BOARD OF COMMISSIONERS OF THE : BOROUGH OF HADDONFIELD and : 8 WOODMONT PROPERTIES, LLC, 9 Defendant(s) : 10 _ _ _ _ _ _ _ _ 11 Tuesday, October 29, 2024 12 13 14 REPORTED BY: 15 LOUIS A. MANCHELLO, Certified Court Reporter (N. J. License No. 30XI00141800), on 16 17 the above date, commencing at 11:00 a.m., at the Law Offices of Siciliano & Associates, 2 West Kings 18 19 Highway, Haddonfield, New Jersey 08003. 20 21 22 23 24 25

Page 2 1 A P P E A R A N C E S: 2 **BARON & BRENNAN** BY: JEFFREY M. BRENNAN, ESQUIRE Building F., Suite 600 3 1307 White Horse Road 4 Voorhees, New Jersey 08043 5 Counsel for the Plaintiffs 6 SICILIANO & ASSOCIATES, LLC BY: SALVATORE J. SICILIANO, ESQUIRE 7 2 West Kings Highway Haddonfield, New Jersey 08033 8 Counsel for the Defendants 9 10 ALSO PRESENT: 11 DAVID HUEHNERGARTH 12 CHRISTOPHER MAYNES 13 14 15 16 17 18 19 20 21 22 23 24 25

Page 3 1 INDEX 2 WITNESS EXAMINED BY PAGE 3 KEVIN C. ROCHE 4 Mr. Brennan 4, 65 Mr. Siciliano 55 5 6 EXHIBITS 7 DEPOSITION EXHIBITS MARKED 8 Deed dated 7/30/14Roche-1 14 9 Roche-2 Deed dated 3/28/2416 Roche-3 18 Seller's Residency 10 Certification/Exemption Residential Lease dated 3/28/24 Roche-4 21 11 Roche-5 New Jersey Residential Lease 27 Agreement dated 4/1/2412 Roche-6 Change of Address Acknowledgement 32 Roche-7 D.C. driver's license 36 13 Roche-8 Voter Registration Card 38 Roche-9 DC Department of Motor Vehicles 41 14 Registration Certificate Roche-10 E-ZPass statement dated 4/16/24 42 15 Roche-11 E-ZPass statement dated 6/16/24 43 16 17 18 19 20 21 22 23 24 25

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	Page 4
1	KEVIN C. ROCHE, having been duly sworn
2	as a witness, was examined and testified as
3	follows
4	BY MR. BRENNAN:
5	Q. Mr. Roche, good morning. My name is
6	Jeff Brennan. I'm an attorney admitted to practice
7	in the State of New Jersey. I represent
8	David Huehnergarth and Christopher Maynes in certain
9	litigation that has been filed against the Borough
10	of Haddonfield under Docket 1971-24. We are here
11	today to take your deposition in connection with
12	that matter.
13	Have you ever been deposed
14	before?
15	A. No.
16	Q. I'm going to give you a series of
17	instructions that is going to govern the proceeding
18	today. If for any reason you don't understand what
19	I'm saying, just let me know, and I'll see if I can
20	accommodate you. Okay?
21	A. Okay.
22	Q. The court reporter placed you under
23	oath. The testimony that you are giving today is
24	going to carry the same weight and effect as you are
25	receiving in court. Do you understand that?

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Page 5 1 I do. Α. You are allowed to estimate or 2 Ο. 3 approximate, if that's an appropriate response, but 4 at no time today should you guess. 5 Do you understand the distinction between those two things? 6 7 Estimate is as close to your term. A guess Α. 8 is in the wind. 9 Right. Please don't answer my Ο. 10 question unless you understand it. If you do answer 11 my question, I'm going to assume that you understood it, and the record will assume that you understood 12 13 it. 14 So if you have any issue with what I'm asking you, please let me know, and I will 15 16 see if I can rephrase it. Okay? 17 Α. Okay. 18 0. I don't imagine that we're going to be here too long today, but if for whatever reason you 19 need a break, just let me know, and I'm happy to 20 21 accommodate you. Okay? 22 Α. Okay. 23 Ο. You are being represented by 2.4 Mr. Siciliano today? 25 Α. I am.

	Page 6
1	Q. Did you have an opportunity to speak
2	with him prior to the deposition?
3	A. Briefly this morning.
4	Q. Do you have any questions with respect
5	to the procedure of the deposition for either him or
6	myself?
7	A. I do not. It sounds Q and A regarding what
8	you have asked for.
9	Q. Right. Are you taking any medications
10	today or anything else that would inhibit your
11	ability to testify truthfully and accurately?
12	A. I am not.
13	Q. Did you review any documents prior to
14	the deposition?
15	A. Just the documents that you had requested.
16	And then I also looked at the E civil courts jacket
17	for the complaint.
18	Q. Did you talk to anyone, other than
19	Mr. Siciliano, in a preparation for your deposition
20	today?
21	A. No.
22	Q. Are you currently employed?
23	A. Yes.
24	Q. By who?
25	A. Leo Wealth.

		Page 7
1		Q. What is the business of Leo Wealth?
2	Α.	Investment advisory.
3		Q. And what are your responsibilities?
4	Α.	I am an advisor for families, private
5	busine	sses.
6		Q. How long have you held that position?
7	Α.	With Leo Wealth?
8		Q. Yes.
9	Α.	Two years and two months.
10		Q. So you started approximately 2022?
11	Α.	Yes.
12		Q. Where is your office located?
13	Α.	We have the offices I report to are
14	Rockef	eller Center, New York City. And Iselin,
15	New Je	rsey.
16		Q. Anywhere else?
17	Α.	That I report to?
18		Q. Yes.
19	Α.	Or just in general to Leo?
20		Q. That's a good distinction. So let's
21	clarif	у.
22		When you say "report to," what
23	do you	mean by that?
24	Α.	If I am conducting meetings or attending
25	work r	elated functions, i.e., recaps of executive

Page 8 1 committee, or more team building, meeting with my 2 supervisor, daily responsibilities of reviews, I 3 will go there. 4 To add to that, my clients are 5 in Vermont, New Jersey, Virginia, Pennsylvania, North Carolina, on occasion Florida, and 6 7 Massachusetts. 8 Ο. So that covers the offices that you 9 report to, as you've phrased it? 10 Α. Yes. Do you maintain other physical offices 11 Ο. for your employment? 12 With Leo Wealth? 13 Α. 14 Ο. Yes. 15 I have an office at home that I work No. Α. 16 out of on occasion. But to your point, the word 17 "report," it's my home. So I would say no. 18 Ο. How often do you travel to those offices in Rockefeller Center? 19 20 The last Rockefeller Center travel was Α. June 19th. 21 22 Of this year? Q. 23 Α. Of this year. I go up at least once a 24 quarter. 25 Q. Can you estimate or approximate the

Page 9 1 number of times you have been to Rockefeller Center 2 this year? 3 Α. This year being 2024? 4 Ο. Yes. I have been up there, I'd say, three times, 5 Α. 6 as an estimate. What about the office in Iselin, 7 Ο. 8 New Jersey? Can you estimate or approximate the 9 number of times you have been at that location this 10 year? I would say twice. 11 Α. So is it true, then, in every other 12 Ο. 13 instance where you've worked for your employer, 14 you've done so from your home office? 15 That is correct. Α. 16 And where is your home office? Ο. 17 As of today? Α. 18 Ο. Yes. 19 Α. 2126 Connecticut Avenue, Northwest, Unit 75, Washington, D.C. 20008. 20 21 0. When did that become your home office? 22 April 15th, 2024. Α. 23 Ο. Why do you associate April 15th, 2024, 24 with the time when that became your home office? 25 Α. That is the day that the furniture was

Page 10 delivered to that location. 1 What furniture? 2 0. 3 Α. The furniture for the residence, for my 4 family. 5 Can you describe that furniture, 0. 6 please? 7 Α. Three beds, one couch, one chase, three TVs, 8 one dresser, two night stands, one armoire, and a 9 coffee pot. 10 Anything else of significant size, 0. such as a couch or TV? 11 I mentioned a couch and TV. 12 Α. 13 Ο. Yes. 14 You know, I would -- I think we had one --Α. 15 just the one couch at that time. And you have a computer in that 16 Ο. 17 residence as well? 18 Α. I do. 19 0. Do you have just one or more than one? 20 I have two laptops. Α. And you use those in connection with 21 Ο. 22 your employment activity, correct? 23 Α. Yes. You were previously a commissioner for 24 Ο. 25 the Borough of Haddonfield, correct?

Page 11 1 Α. Yes. 2 When were you first elected? Ο. 3 Α. May, 2021. 4 And did there come a point when you Ο. stopped serving as commissioner? 5 6 I tendered my resignation May 28, taking Α. 7 effect May 31st. 8 Q. Of what year? 9 2024. Α. 10 And what caused you to select that Ο. date to tender your resignation? 11 Well, I wanted to do it in person, and I 12 Α. 13 waited until the close of our meeting. I handed each person a paper copy of the resignation and 14 15 allowed them to do with it what they wished. When did you start having thoughts 16 Ο. 17 about resigning from your position as commissioner? 18 Α. When my wife started getting texts and 19 social media posts that were haranguing her and 20 probably my name being dragged through on social media from various organizations. 21 22 As an aside, I would like it 23 noted for the record that these two gentlemen, 24 although with their lawsuit, have been upstanding 25 and class. So I appreciate that.

	Page 12
1	Q. Do you recall when your wife started
2	getting the texts that you were referring to?
3	A. I would say it was probably early May. That
4	is an estimate.
5	Q. Of 2024?
6	A. Yes.
7	Q. And you also referenced social media
8	posts, correct?
9	A. Yes.
10	Q. And when did you start seeing those?
11	Or when strike that.
12	When did your wife start
13	receiving those?
14	A. I would have to I can't recall the time.
15	If I did, it would be a guess. But I would point to
16	the questions pertaining to citizenship and ability
17	to function as a commissioner. That was something
18	that was stated directly either through a site
19	called Haddonfield In the Know or Haddonfield
20	United.
21	And I would also look to the
22	minutes or request of the meeting. Mary Burke from
23	Haddonfield, New Jersey, had gotten up, and the
24	question was asked, where do I lay my head each
25	night, and then it became more focused the second

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1	time she had asked that question, in May.
2	Q. To the best of your recollection,
3	those remarks were made in May of this past year?
4	A. Yes, to the best of my recollection.
5	Q. So between the time when those remarks
6	were first made and May 28th, you went through a
7	decision process, correct?
8	A. Yes, I did.
9	Q. And you ultimately came to the
10	decision to resign, correct?
11	A. Yes, I did.
12	Q. Was there anything else that happened
13	in the interim time between the time when the
14	remarks were made and when you decided to tender
15	your resignation?
16	A. Could you either rephrase the question or
17	could you be more direct in terms of what your
18	question is?
19	Q. I don't want to be necessarily limit
20	it. So I just want to see if there was other
21	decision points that you looked at in determining
22	whether or not to maintain your position as a
23	commissioner.
24	A. No. I was intending to fulfill my
25	obligation as a commissioner and decided to rent in

Page 14 1 town to fulfill that obligation. And that was in 2 April 1st. However, when family begins to get 3 involved, 4- or \$5,000 a year pretax, you seriously 4 wonder what's the value of community service. 5 Could you clarify what you mean by "4-Ο. 6 or \$5,000 a year pretax"? I'm not sure I 7 understand. 8 Α. Yes. So the salary for a commissioner is 9 \$5,000 per annum. 10 And that's what you were referencing 0. 11 in that previous remark? Yes, it is. 12 Α. 13 MR. BRENNAN: This will be Roche-1. 14 (Whereupon Roche-1 was marked for 15 identification.) 16 BY MR. BRENNAN: 17 Mr. Roche, I'm going to hand you a Q. 18 document that has been marked as Roche-1 for ID. Please take a moment to review it. 19 20 (Brief pause.) 21 THE WITNESS: Okay. 22 BY MR. BRENNAN: 23 Ο. Have you ever seen that document before? 2.4 25 At closing, probably in 2014. Α.

		Page 15
1		Q. Can you tell us what it is, please?
2	Α.	That is the purchase of 212 Washington
3	Avenue	in Haddonfield, New Jersey.
4		Q. Who is the grantee? The person who
5	receiv	red the property?
6	Α.	Myself, Kevin C. Roche, as listed here, and
7	Lisa G	ilbride Roche.
8		Q. What's the date of the deed?
9	Α.	July 30th, 2014.
10		Q. Have you or your wife ever owned any
11	other	property in Haddonfield?
12	Α.	No.
13		Q. Did there come a point in time when
14	you an	d your wife decided to sell the property?
15	Α.	Yes.
16		Q. Did you contact a real estate agent to
17	list t	he property?
18	Α.	Yes.
19		Q. Who did you contact?
20	Α.	Colleen Hadden.
21		Q. $H-A-D-D-O-N$?
22	Α.	I believe it's H-A-D-D-E-N.
23		Q. Do you know what office she is with?
24	Α.	Compass.
25		Q. When did that contact occur?

Page 16 1 September, 2023. Α. 2 0. So at least as of September, 2023, you 3 and your wife made the decision to sell your house, 4 correct? 5 Yes, we did. Α. Why did you make that decision? 6 Ο. 7 We made the decision because it was a decent Α. 8 house of size. Our children were in college or soon 9 to graduate. The property taxes were in excess of 10 \$30,000 per annum. And so it was an economic decision. 11 Do you recall entering into a contract 12 Ο. 13 to sell the property? 14 Yes, I do. Α. Approximately when was that contract 15 Ο. 16 executed? 17 The house went under agreement -- and is Α. 18 that your question? Or the completed document? 19 Q. When did it go under agreement? 20 Under agreement was February of 2024. Α. (Whereupon Roche-2 was marked for 21 identification.) 22 23 BY MR. BRENNAN: 24 Mr. Roche, I'm now going to hand you a Ο. 25 document that was marked Roche-2 for ID. Please

Page 17 take a moment to review it. 1 2 (Brief pause.) 3 THE WITNESS: Okay. 4 BY MR. BRENNAN: 5 Have you ever seen that document Ο. before? 6 7 Α. Yes, I have. 8 Q. Can you tell us what it is, please? 9 That is the deed between my wife and myself Α. 10 and the buyers of 212 Washington Avenue, 11 Eleanor Meyer and Ryan Devenyi. And what date does the deed recite? 12 Q. 13 Α. March 28th, 2024. To be delivered on April 10th, 2024. So two dates it does recite. 14 15 Do you know why it's dated in that Ο. fashion? 16 17 Α. The date of March 28th, 2024, was the date 18 we had signed it, and it was to be delivered and 19 completed at actual closing for April 10th, 2024. To include that, the lawyer who helped to execute 20 21 this, Gregory Voorhees, was going on vacation with 22 his family, and so we had to sign it prior to him 23 leaving. I believe that was the Easter weekend or 24 prior to that. 25 Was there an in-person closing? Q.

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1	A. We did not attend. We had a
2	Power of Attorney, so there was a in-person closing,
3	of which Greg Voorhees attended on our behalf or on
4	behalf of the grantors.
5	Q. And did closing in fact occur on
6	April 10th, 2024?
7	A. April 10th, 2024.
8	(Whereupon Roche-3 was marked for
9	identification.)
10	BY MR. BRENNAN:
11	Q. Mr. Roche, I'm going to hand you a
12	document that has been marked as Roche-3 for ID.
13	Please take a moment to review it.
14	(Brief pause.)
15	THE WITNESS: Thank you.
16	BY MR. BRENNAN:
17	Q. Have you ever seen the document
18	before?
19	A. I've seen it a lot.
20	Q. Can you tell us what it is, please?
21	A. That is the Seller's Residency Certification
22	and Exemption.
23	Q. Do you have a general understanding as
24	far as what this document is, beyond the title?
25	A. A general understanding, in the very most

Page 19 1 general sense. And what is that understanding? 2 0. 3 Α. So the understanding was this is the 4 forwarding address of where the sellers will have any and all the information or correspondence 5 directed to them in the future. 6 7 Ο. Do you know whether or not this 8 document has anything to do with taxation? 9 I do not. Α. 10 I'd like you to direct your attention Ο. 11 to the bottom of the page. There is a section indicated Seller's Declaration. Do you see that? 12 T do. 13 Α. 14 I know that type is very small, but Ο. could you please read the first two sentences aloud? 15 "The undersigned understands that this 16 Α. 17 declaration and its contents may be disclosed or 18 provided to the New Jersey Division of Taxation and that any false statement contained herein may be 19 20 punished by fine, imprisonment, or both. Ι furthermore declare that I have examined this 21 22 declaration and, to the point of my knowledge and 23 belief, it is true, correct, and complete." 2.4 Thank you. Q. 25 What is your understanding of

Page 20 1 that section? 2 MR. SICILIANO: Do you just want the first sentence? 3 I'm sorry. It's not an objection. 4 Do you want him to read the whole thing or just that 5 sentence? 6 MR. BRENNAN: Just the two sentences. THE WITNESS: Just the two sentences. 7 8 Okay. 9 So my understanding of this is that this is where I would be residing in the future. 10 11 BY MR. BRENNAN: Of those two sentences? 12 0. 13 Of those two sentences. Α. 14 Are there two handwritten signatures Ο. 15 underneath that section? Yes, sir. 16 Α. 17 Do you recognize the handwriting? Q. 18 Α. Yes. Can you tell us whose handwriting that 19 Q. 20 is? 21 Α. One is myself, Kevin Roche. One is my wife, Lisa G. Roche. 22 23 Ο. And what are the dates that appear next to the handwritten signatures? 24 25 Α. Both are the date that is similar to the

Page 21 1 deed. Which is what? 2 0. 3 Α. Which was your Exhibit 2. March 28th, 2024. 4 Thank you. And if you could now Ο. direct your attention to the top of the page, 5 there's a section indicated or titled 6 Seller's Information. Do you see that? 7 8 Α. Yes, I do. 9 Do you see yourself and your wife Ο. indicated to be the sellers? 10 11 Yes, I do. Α. And is there an address that appears? 12 Ο. Yes, there is. 13 Α. 14 What is that address? Ο. 15 That address is the 2126 Connecticut Avenue, Α. Northwest, Number 75, Washington, D.C. 20008. 16 17 (Whereupon Roche-4 was marked for identification.) 18 BY MR. BRENNAN: 19 Mr. Roche, I'm now handing you a 20 Ο. document that has been marked Roche-4 for ID. 21 22 Please take a moment to review it. 23 (Brief pause.) 2.4 THE WITNESS: Okay. 25 BY MR. BRENNAN:

	Page 22
1	Q. Have you had a chance to you review
2	the document, sir?
3	A. Yes, I have. Thank you.
4	Q. Can you tell us what it is, please?
5	A. This is the lease agreement for the address
6	that was mentioned in Exhibit 3, 2126 Connecticut
7	Avenue Northwest, Unit 75, Washington, D.C. 20008.
8	However, it is mentioned 20036 on the lease, just
9	for notification.
10	Q. Thank you for pointing that out.
11	You will see in the first
12	sentence of the lease, there's a date that appears.
13	Do you see that?
14	A. March 28th.
15	Q. Of what year?
16	A. 2024. Excuse me.
17	Q. And is that the same date that
18	appeared in the deed that we just looked at a moment
19	ago?
20	A. Yes, it is.
21	Q. And this lease concerns the same
22	property that we just saw indicated in the Seller's
23	Residency Certification that you have signed,
24	correct?
25	A. That is correct.

	Page 23
1	Q. What is the term of this lease?
2	A. It is a two-year term.
3	Q. And what amount of rent is required on
4	a monthly basis?
5	A. \$8,500.
6	Q. And when does the lease permit you and
7	your wife to commence occupancy?
8	A. The occupancy begins April 11th.
9	Q. When did you and your wife start
10	thinking about moving to Washington?
11	A. We had begun to think about it February,
12	once the house went under agreement.
13	Q. February of 2024?
14	A. Yes.
15	Q. And when did you start looking for a
16	property in Washington?
17	A. February.
18	Q. Did you engage the services of a
19	real estate agent?
20	A. No.
21	Q. Just went on your own?
22	A. We went on our own and then reached out if
23	we saw something that we wanted to walk through.
24	Q. Were you specifically looking for an
25	apartment?
1	

Page 24 1 Α. Yes, we were. 2 And why was that? 0. 3 Α. We had lived in D.C. some 30-odd years ago. 4 We still liked that. Our daughter was in George 5 Washington University. And we were not sure if any 6 area that we had selected was going to be of 7 permanence or if it was going to be a place that we 8 were going to reside permanently. 9 When you say "permanently," you Ο. 10 understand with the lease you were committing yourself for at least two years, correct? 11 12 Yes. Α. 13 Ο. So you understood it to be permanent 14 in that sense, correct? 15 I don't use the word "permanent" as a Α. two-year type of situation. I would like to -- if 16 17 there's a time range specific to permanence, I would 18 use something that would be in excess of five years or an economic cycle of seven. 19 20 Is that your own personal definition? Ο. 21 Α. That is my own personal definition. 22 So in other words, you are not relying Q. 23 on some statute, regulation, or case --2.4 I am not. Α. 25 Q. -- to support that proposition?

Page 25 1 No. Α. 2 0. Correct? 3 How many properties did you look 4 at before ultimately deciding on 2126 Connecticut 5 Ave.? Approximately five. 6 Α. 7 Ο. And can you generally describe the 8 floor plan of the apartment? 9 Of 2126 or of --Α. 2126. 10 Ο. It is a three-bedroom. It says four, but I 11 Α. don't think you could call the fourth bedroom a 12 13 bedroom. Three-bedroom, three-bath, 14 three-and-a-half bath unit, on the seventh floor. 15 Approximately how many square feet? 0. 3,300. 16 Α. 17 Q. Do you have one of the rooms 18 specifically set up as your office? 19 Α. Yes, I do. 20 And that's the office that we were Ο. 21 talking about at the beginning of the deposition 22 that you started working from on April 15th, 23 correct? 24 Yes, it was. Α. 25 Q. Can you tell me the types of items

Page 26 1 that you have in your office? 2 Α. A couch, a desk, a printer, filing Yes. 3 cabinets. 4 How many filing cabinets do you have? Ο. 5 Maybe two drawers. Α. 6 Does the apartment have space to store Ο. 7 all of your and your wife's belongings? 8 Α. Yes. 9 Ο. Did you and your wife hire movers to 10 bring your belongings to Washington? 11 Yes. Α. When did the move occur? 12 Ο. 13 We got our furniture to D.C. April --Α. 14 approximately April 15th, if that's the Saturday. 15 April 15th. So it was that weekend. And I think we previously discussed 16 Ο. 17 the types of items that you moved to Washington. So 18 I'm not going to make you do that again. 19 Α. Thank you. 20 0. Is there anything that you left behind that you didn't take with you? 21 22 We had stuff at my mother-in-law's in Α. 23 Cherry Hill, New Jersey. What type of stuff did you leave at 24 Ο. 25 your mother-in-law's?

Page 27 1 Some Christmas decorations, a kitchen table; Α. some of the kids' older memorabilia, I guess is how 2 3 I would phrase it. 4 But everything else in your life, you 0. 5 and your wife brought with you down to Washington, correct? 6 Yes. 7 Α. 8 (Whereupon Roche-5 was marked for 9 identification.) BY MR. BRENNAN: 10 Mr. Roche, I'm now going to hand you a 11 Ο. document marked as Roche-5 for ID. Please take a 12 13 moment to review it. 14 (Brief pause.) 15 THE WITNESS: Okay. 16 BY MR. BRENNAN: 17 Q. Have you ever seen this document before? 18 19 Α. Yes. 20 Can you tell us what it is, please? Ο. 21 Α. This is a lease agreement. 22 Q. For what property? 23 Α. 647 Pomona Avenue, Haddonfield, New Jersey 2.4 08033. 25 Q. Who are the parties to the lease?

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Page 28 Myself, Kevin Roche, and Rob Seiger. 1 Α. 2 Robert Seiger. Who is the tenant? Who is landlord? 3 Ο. 4 Kevin Roche, myself, is the tenant. Α. Robert Seiger is the landlord. 5 6 Can you turn to the second-to-last Ο. 7 page of the document, please? Are you on the 8 second-to-last page, sir? 9 Yes, I am. Α. 10 You will see there's spaces for the Ο. signature of both the landlord and the tenant, 11 12 correct? 13 Α. Yes. 14 Ο. And yet, there are no signatures that 15 appear, correct? 16 Α. Yes. 17 Q. Is there a signed version of this 18 document that exists? 19 I had signed a copy and mailed that to Α. 20 Mr. Seiger. I don't have a completed document with 21 his signature on this. 22 So he never countersigned the lease, Ο. 23 to the best of your information and belief? 24 To the best of my information. Α. 25 Q. Did he ever tell you why he didn't

Page 29 1 sign it? He did not. 2 Α. 3 Ο. Who is Mr. Seiger? 4 Mr. Seiger is a friend. Α. 5 How long have you known him? Ο. Approximately 10 years. 6 Α. Is 670 Pomona a single-family dwelling 7 0. 8 or a multiple-family dwelling? 9 It is 647 to correct you, but thank you very Α. much for that question. 10 Notwithstanding my mistake as far as 11 Ο. the address, is it a single-family dwelling or a 12 multi-family dwelling? 13 It is a single-family dwelling. 14 Α. 15 Ο. How many kitchens does the property have? 16 17 Α. One. 18 Ο. Do you know if the lease was ever registered with the Borough? 19 20 I do not know that to my knowledge. Α. 21 Ο. Do you know if Mr. Seiger ever 22 obtained a certificate of occupancy to permit the 23 tenancy? 2.4 I do not know that to my knowledge. Α. 25 Q. Who resides at 647 Pomona?

Page 30 1 647 Pomona Avenue, Robert Seiger, Α. 2 Vanessa Seiger and their daughter Audrey, who is at 3 university in California. 4 Have you ever stayed at this property, Ο. 5 647? 6 I have not. Α. 7 Never? Ο. 8 Α. Never. Not from when I initiated the lease 9 through my resignation. So in other words --10 Ο. 11 So from April -- I'll clarify those dates. Α. Between April 1st through May 31st, I have not 12 13 stayed at that property. And that's of 2024. 14 Okav. But there are other times where Ο. 15 you have stayed at the property, correct? I have attended the property. 16 Α. I have 17 watched the dogs at their property. 18 Ο. In previous years? 19 In previous years. Α. 20 Do you maintain any type of personal Q. 21 belongings at that property? 22 I do not. Α. 23 Ο. Have you ever paid Mr. Seiger any 24 money in connection with this lease? 25 Α. I had sent a check to Mr. Seiger for the

Page 31 1 \$350. He had never cashed it. 2 On how many occasions have you sent Ο. him a check? 3 4 I sent one. Α. 5 What was the purpose of entering into Ο. 6 this lease if you weren't going to actually stay at 7 the property? 8 Α. So the property was to maintain a residence until I found a suitable dwelling in Haddonfield. 9 Ι had visited a number of units with Tristan Sylk. 10 11 Who is Tristan Sylk? 0. 12 Tristan Sylk is a landlord for a number of Α. buildings in and around Haddonfield. 13 14 I apologize. I interrupted you and Ο. 15 you were explaining. That's fine. 16 Α. 17 Q. Did you want to continue your 18 testimony? You had asked who he was and what was the 19 Α. purpose of this. So the purpose was to fulfill my 20 21 obligation to the community. As mentioned in a 22 previous question, why did I intend or why did I 23 resign, and that was the expectation -- was this was 24 a four-year term, I had committed to it, and I was 25 willing to see it through.

Page 32 1 So in order to do that, I needed 2 to maintain a residency in town pursuant to the 3 statutes. 4 But that never actually occurred, 0. 5 correct? No, it did not. 6 Α. 7 (Whereupon Roche-6 was marked for identification.) 8 9 BY MR. BRENNAN: Mr. Roche, the court reporter just 10 Ο. 11 handed you a document that has been marked as Roche-6 for ID. Please take a moment to review it. 12 13 Α. Okay. 14 Have you ever seen that document Ο. 15 before? 16 Α. Yes. 17 Q. What is it? 18 Α. A Change of Address Acknowledgment with the New Jersey Motor Vehicle Commission. 19 20 And what address is indicated on the Ο. top of the page? 21 22 647 Pomona Avenue. Α. 23 Ο. And as you just testified, you never 24 resided at that location, correct? 25 Α. Between the months of May and June. Or

	Page 33
1	April and excuse me. Let me rephrase that.
2	Between April 1st through May 31st.
3	Q. So let's explore that for a bit,
4	because I'm not sure I understand.
5	Were there other times when you
6	actually resided at the property that we haven't
7	already discussed?
8	A. No.
9	Q. If you look on the top of the page,
10	there is an indication for date of change. Do you
11	see that?
12	A. I do.
13	Q. What is that date?
14	A. May 10th, 2024.
15	Q. And you would agree that, as of that
16	date, May 10th, 2024, you were not residing at that
17	property at 647 Pomona Avenue in Haddonfield,
18	correct?
19	A. That is correct.
20	Q. What was the point of then submitting
21	this application to NJMVC?
22	A. Again, the question was going to the
23	purpose was to maintain a New Jersey residence; and
24	then, depending upon getting another location in
25	Haddonfield, I would do so at that point in time.

	Page 34
1	Q. Was there some reason why you sought
2	to change your address for the NJMVC on this
3	particular date?
4	A. No. Just getting around to it on that date
5	of May 10th. There was a checklist of items and
6	address changes to be made for a variety of banks,
7	payroll.
8	Q. But if you hadn't actually changed
9	your address, why would you tell NJMVC that you
10	changed your address?
11	A. Can you
12	Q. Yes. I'm just trying to understand.
13	I heard you testify about, you know, maintaining
14	your residence and then not being sure whether or
15	not it was going to be in this property or another
16	property. But at least as of this date, May 10th,
17	2024, you had not established a residency in
18	Haddonfield, correct?
19	A. Could you rephrase that question again? I'm
20	sorry.
21	MR. BRENNAN: Can you read it back,
22	please?
23	THE WITNESS: Yes, please.
24	(Whereupon the court reporter read back
25	as follows: "I heard you testify about, you

	Page 35
1	know, maintaining your residence and then
2	not being sure whether or not it was going
3	to be in this property or another property.
4	But at least as of this date, May 10th,
5	2024, you had not established a residency in
6	Haddonfield, correct?")
7	THE WITNESS: Right. Correct.
8	So in terms of getting payroll stubs
9	from Haddonfield Borough, they still needed an
10	address. The address that they were going to was
11	still 212 Washington Avenue. I believe they were
12	being sent back or being forwarded. I needed an
13	address there I needed somewhere to have those
14	items to have that mail sent there. And again,
15	that was for myself.
16	And then, in terms of the timing of
17	that, of May 10th versus another time, it was,
18	again, when I got around to it. But, you know, in
19	terms of the I'm trying to think how to put this
20	here. But in terms of getting to it on that date,
21	there was no special timing of it.
22	BY MR. BRENNAN:
23	Q. Did your decision to change your
24	license on May 10th, 2024, have anything to do with
25	what was being considered at the Borough

Page 36 1 commissioners meeting approximately three days later? 2 I don't think it was that. 3 Α. No. No. 4 It was still do I maintain the 5 address and continue to go forward? Or do we -- you But, you know, I couldn't look at that 6 know. forward as what that sort of ramification would be 7 8 three days later. I knew it was on my checklist of 9 addresses I needed to change. 10 Did anyone tell you to change your Ο. address? 11 12 Α. No. 13 And it had nothing to do with any item 0. 14 that might have been on the agenda for the Borough 15 commissioners meeting three days later? 16 Α. No. 17 May I ask a question? What item 18 was the agenda three days later? 19 I'm sorry, sir. In a deposition, the Ο. 20 attorney gets to ask the questions. Mr. Siciliano 21 can follow-up with anything he needs to afterwards. 22 I appreciate that. 23 (Whereupon Roche-7 was marked for identification.) 2.4 25 BY MR. BRENNAN:

Page 37 1 BY MR. BRENNAN: 2 Mr. Roche, the court reporter has now Ο. 3 just handed you a document that's been marked as 4 Roche-7 for ID. Please take a moment to review it. (Brief pause.) 5 6 BY MR. BRENNAN: 7 Have you ever seen that document Ο. 8 before? 9 Yes, I have. Α. 10 Can you tell us what it is, please? 0. 11 That is a temporary license issuance from Α. the Department of Motor Vehicles from the Government 12 of the District of Columbia. 13 14 And there's an address indicated Ο. 15 toward the top of the page. Do you see that? Yes, I do. 16 Α. 17 What is that address? Ο. 18 Α. 2126 Connecticut Avenue, Northwest, Unit 75, Washington, D.C. 20008-1701. 19 20 And that address on Roche-7 is Ο. different than the address given on Roche-6, 21 22 correct? 23 That is correct. Α. 2.4 Is there something that occurred in Ο. 25 the interim time that made you apply for this

Page 38 license in D.C.? 1 2 Yes. Α. 3 0. What was that? 4 I resigned from the commissioner effective Α. May 31st, 2024, and the issuance date of this 5 license from Washington, D.C. is June 7th, 2024. 6 So your question what happened, I resigned from 7 8 commissioner May 31st. 9 But you hadn't actually moved in the 0. interim time, correct? 10 I hadn't moved? 11 Α. 12 0. In the interim time between your application to NJMVC and D.C.? 13 14 That is correct. Α. 15 In other words, you had already moved Ο. on April 15th, right? 16 17 Α. Yes. 18 (Whereupon Roche-8 was marked for identification.) 19 20 BY MR. BRENNAN: Mr. Roche, the court reporter has now 21 Ο. 22 put before you a document that's marked as Roche-8 23 for ID. Please take a moment to review it. 2.4 (Brief pause.) BY MR. BRENNAN: 25

Page 39 You've seen that document before, 1 Ο. 2 correct? 3 Α. Yes, I have. 4 What is it? Ο. 5 This is a Voter Registration Card for the Α. District of Columbia. 6 7 Is there a date on this document, Ο. 8 other than your date of birth? 9 I will represent to you I did 10 not see one on there. I didn't see one either. I thought you 11 Α. 12 were --13 Q. No. It's not a trick question. 14 Okay. Good. Α. 15 So you didn't see a date either? Q. 16 No. Α. 17 Q. Do you have a recollection of 18 approximately when you registered to vote in D.C.? 19 When you apply for the license with the Α. District of Columbia, they ask if you would like to 20 21 register to vote. So that date was, going back to 22 Exhibit 7, June 7th, 2024. 23 When was the last election that you Ο. 24 voted in? 25 This November, 2024, election. Α.

	Page 40
1	Q. Well, that hasn't happened yet.
2	A. But I did vote.
3	Q. I see. By mail?
4	A. Yes.
5	Q. Got you. Prior to the November, 2024,
6	election, when was the last election you voted in?
7	A. I did not vote in the recent New Jersey
8	election, which was June, 2024. I did not vote for
9	that.
10	Q. Because you were living in D.C. at the
11	time, correct?
12	A. I was still registered with the as I was
13	still a registered voter in New Jersey, I decided
14	that I would not vote in that election, as I
15	resigned from the commissioner, and it was my
16	intention to become a full resident of
17	Washington, D.C. in June of 2024.
18	Q. And in fact, you were living in D.C.
19	at the time, correct?
20	A. I was living in D.C. at the time in June of
21	2024, yes.
22	Q. And also in May, 2024, correct?
23	A. Yes.
24	Q. And as of April 15th, 2024, correct?
25	A. As of April 15th, 2024, yes.

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Page 41 1 (Whereupon Roche-9 was marked for identification.) 2 3 BY MR. BRENNAN: 4 Mr. Roche, the court reporter has now Ο. handed you a document that has been marked as 5 Please take a moment to review it. 6 Roche-9 for ID. 7 (Brief pause.) 8 THE WITNESS: Okay. 9 BY MR. BRENNAN: Have you ever seen this document 10 Ο. before? 11 T have. 12 Α. Can you tell us what it is, please? 13 0. 14 It is a Registration Certificate for the Α. 15 Department of Motor Vehicles for Washington, D.C., or they call the DC Department of Motor Vehicles. 16 17 And I think we had talked about this Ο. 18 before. You did this approximately in June of 2024? The date on that -- that's what I was 19 Α. 20 checking -- it looked like it was June 10th of 2026. 21 I think it was a two-year registration, which would 22 have put the registration June 10th, 2024. 23 And you registered your vehicle in Ο. 24 Washington, D.C., because you were living there, 25 correct?

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1	A. Yes. As a free citizen, yes.
2	(Whereupon Roche-10 was marked for
3	identification.)
4	BY MR. BRENNAN:
5	Q. Mr. Roche, the court reporter now
б	handed you a document marked Roche-11 for ID.
7	Please take a moment to review it.
8	(Brief pause.)
9	BY MR. BRENNAN:
10	Q. Have you ever seen that document
11	before?
12	A. Yes, I have.
13	Q. What is it?
14	A. E-ZPass I guess a history of the tag.
15	Q. It's a statement, isn't it?
16	A. Right.
17	Q. And the addressee is your wife, Lisa,
18	correct?
19	A. Yes, it is.
20	Q. Do you have a separate E-ZPass account
21	than your wife?
22	A. I do not.
23	Q. Is there more than one vehicle
24	reflected on this statement?
25	A. Is there more than one vehicle?

Page 43 1 Do you have an E-ZPass tag in your Ο. 2 car? 3 Α. I'm sorry. We only have one car. 4 Ο. Got it. So are you able to identify by dates, locations, or any other information 5 provided on this statement, which of the trips are 6 7 yours and which are your wife's? 8 Α. Possibly. It would be an estimate without. 9 Who would be more likely to travel Ο. 10 during these dates and times? If you can answer. 11 If I can answer? I couldn't say with Α. certainty if it would be more my wife or myself. 12 Just because she travels as well, seeing friends. 13 14 Does your wife work outside the home? Ο. 15 She works mostly from home, yes. Α. 16 (Whereupon Roche-11 was marked for 17 identification.) 18 BY MR. BRENNAN: Mr. Roche, the court reporter has now 19 0. 20 put before you a document marked as Roche-12 for ID. Please take a moment to review it. 21 (Discussion off the record) 22 23 MR. BRENNAN: For the record, we are 24 going to clarify. I believe I previously 25 erroneously called out Roche-11, which should have

Page 44 been Roche-10, which is the E-ZPass statement dated 1 2 April 16, 2024; and Roche-11 is the E-ZPass 3 statement dated June 16th, 2024. 4 BY MR. BRENNAN: So I will hand Roche-11 back to you, 5 Ο. 6 Mr. Roche, and ask you if you've ever seen that 7 document before. 8 Α. Yes, I have. 9 And that is the E-ZPass statement for 0. your one and only vehicle. The statement date is 10 June 16th, 2024, correct? 11 12 Α. Yes, it is. 13 Q. Does it cover the period of time from April 15th, 2024, until June 14th, 2024? 14 15 Yes, it does. Α. Coincidentally, I think you told us 16 0. 17 before, April 15th, 2024, is the date that you 18 actually moved to Washington, correct? 19 Yes, it is. Α. 20 And if we look on the statement, we Ο. 21 can see, generally, the agencies at which the tag 22 was picked up were in Maryland, were in Delaware, 23 were in Virginia, and there may be one other, New 24 Jersey Turnpike; is that correct? 25 I'm sorry. What was the last one? Α.

Page 45 There is one indication for a 1 Ο. 2 New Jersey --3 Α. New Jersey Turnpike. 4 Right. Ο. 5 Α. Okay. Yes. But absent that one indication, 6 Ο. 7 everything else is for Maryland, Delaware, and 8 Virginia, correct? 9 That is correct. Α. Do you possess any credit cards? 10 0. I do not. 11 Α. 12 Q. Does your wife possess any credit 13 cards? She has a credit card in her name, yes. 14 Α. 15 0. Do you utilize that credit card? 16 No. I was put on as a joint Α. Excuse me. 17 credit card member August of this year. 18 Q. Is your practice to purchase 19 everything cash? And debit cards. 20 Yes. Α. 21 Okay. Which debit cards do you Ο. 22 maintain? 23 I have a Department of Justice debit card, Α. 24 and then a PNC Bank debit card. 25 Q. What is a Department of Justice debit

Page 46 1 card? It's through their credit union. Excuse me. 2 Α. 3 0. We talked about, if you recall, at the 4 beginning of the deposition your employment history or at least what job you presently hold, correct? 5 6 Yes, we did. Α. 7 Is your only present paid employment Ο. 8 with Leo Wealth? 9 Define "present." I believe we will keep Α. 10 this within the scope of up until the end of the --11 up until the end of May 31st? Is that a fair assumption? 12 13 0. Were you getting a paycheck from 14 anyone else other than Leo Wealth as of May 31st, 15 2024?Prior to May 31st of 2024, I was an adjunct 16 Α. 17 professor with Catholic University of America, 18 Michigan Avenue, Northeast, Washington, D.C. Chris, 19 you're going to have to help me out with this. 20064? 20 No, you can't speak. 21 MR. SICILIANO: No. 22 BY MR. BRENNAN: 23 Ο. So an adjunct professor at Catholic 24 University. When did you first acquire that 25 position?

Page 47 1 I signed the contract December, 2023. Α. 2 0. And do you maintain that position at 3 this point? 4 Α. I maintain it; however, I'm not teaching this semester, and this semester being fall 5 6 semester, 2024. 7 Ο. How many classes did you teach during 8 the spring semester of 2024? 9 Α. One. 10 Did you teach the class in person or 0. 11 remotely? I taught it in person. 12 Α. 13 0. And how many days a week did the class 14 meet? 15 Α. One. 16 Do you recall what day of the week 0. 17 that was? 18 Α. Tuesdays. 19 Ο. Were you teaching that class when you 20 moved to Washington on or about April 15, 2024? 21 Α. When my family moved to Washington, yes, I 22 finished teaching that class. Yes. The final exam 23 was mid May, 2024. 24 Prior to your move to Washington on or Ο. 25 about April 15th, 2024, would you commute to

Page 48 Catholic to teach the class? 1 2 It was a day trip. And -- go ahead. Α. Yes. 3 I'm sorry. 4 There is no question pending. 0. 5 Oh. Α. From the time when you moved to 6 Ο. 7 Washington on or about April 15th, 2024, until your 8 resignation as Borough commissioner effective May 31st, 2024, did you attend any Borough 9 10 commissioner meetings? 11 Yes. Α. How many meetings did you attend? 12 Ο. 13 Α. Two in April, two in May. 14 Had you advised anyone that you were Ο. 15 no longer residing in Haddonfield at that point in 16 time? 17 Had I advised? Α. 18 Ο. Anyone. What's the definition of "advised" or 19 Α. 20 "notify"? Is that --21 Q. Did you notify anyone that you were no 22 longer residing in Haddonfield during the period of 23 time in which you attended these two meetings in 24 April and two meetings in May? 25 Α. I had -- when I changed my address, I had

Page 49 notified the Borough administrator, Sharon 1 2 McCullough, that I was no longer at 212 Washington 3 Avenue. 4 Did you tell her where you were then Ο. 5 residing? I gave her the address of 647, as I was 6 Α. paying rent for that or effectively writing a check 7 8 for the rent. 9 647 Pomona Avenue in Haddonfield, Ο. 10 correct? That is correct. 11 Α. The two Borough commissioner meetings 12 Ο. 13 that occurred in April and the two Borough commissioner meetings that appeared in May, 14 15 you appeared at those meetings in person, correct? So I attended the April 22nd meeting, which 16 Α. 17 was the special meeting. I actually had done that 18 via Zoom. That was in the daytime. 19 How about the other three meetings? Ο. 20 Α. Those were in person. 21 Did you commute back specifically for Ο. 22 these meetings? 23 One I was actually in New York. Α. So I 24 commuted down. And one I was already in --25 effectively in New Jersey, because we were visiting

Page 50 1 with family. Other than attending these four 2 0. 3 meetings that we just discussed, did you conduct any 4 business as a Borough commissioner during the months of April and May, 2024? 5 Other business as Borough commissioner would 6 Α. 7 have included recreation commission meetings, which 8 I had attended one. 9 In person or Zoom? 0. 10 I believe we were in person on that one. Α. 11 Anything else? Ο. Not that I can recall, and I wouldn't want 12 Α. 13 to take a guess. 14 Do you recall receiving e-mails from Ο. 15 the other commissioners during this period of time about Borough business? 16 17 If I would have received an e-mail from Α. 18 another commissioner, I believe that Sal would have been -- or the solicitor would have been accompanied 19 20 by that, because two commissioners probably would 21 represent a quorum. 22 But you don't recall receiving any Q. 23 such e-mails? I don't recall. 2.4 Α. 25 Q. Did you receive or send any e-mails to

Page 51 1 the Borough administrator during this period of time regarding Borough business? 2 3 Α. During that time of April 15 and May 31st? That's right. 4 Ο. 5 I would say yes, during the normal Α. Okay. 6 course. 7 And generally speaking, what types of Ο. 8 e-mails would you be sending or receiving from the 9 Borough administrator? 10 There might be questions about the Mabel Kay Α. 11 There might be questions about the Center. recreation commission. There could be a 12 notification of something happening with -- you 13 14 know, like a storm or a power outage. You know, I would say general course of business e-mails. 15 16 Do you recall sending or receiving any Ο. 17 e-mails from April 15th, 2024, to May 31st, 2024, 18 concerning the Bancroft redevelopment project? No, not without counsel. 19 Α. With that caveat, did you send or 20 Ο. 21 receive any e-mails during that period of time that 22 did copy counsel concerning the Bancroft 23 redevelopment project? 2.4 MR. SICILIANO: Well, I'm going to 25 object. So my objection is specifically as to

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1	privilege. I mean, there may have been e-mails
2	during that time that included counsel. So as such,
3	contents of those e-mails would be privileged.
4	If you wanted to ask him simply about
5	the e-mails themselves I mean received, but
6	nothing about the contents. That's the nature of my
7	objection.
8	I know you will guide your question
9	accordingly with regard to number but not the
10	contents.
11	BY MR. BRENNAN:
12	Q. Did you understand Mr. Siciliano's
13	objection?
14	A. In terms of a discussion of
15	Q. I'm not another asking you about the
16	contents of the e-mails.
17	A. Right.
18	Q. So if Mr. Siciliano was copied on the
19	e-mails and nobody else was, they are protected by
20	attorney-client privilege. But you can tell me
21	whether or not there were e-mails exchanged during
22	that period of time, that is April 15th, 2024, to
23	May 31st, 2024, concerning the Bancroft
24	redevelopment project.
25	A. I would have to I would say probably, but

Page 53 1 I can't say with certain about those e-mails. 2 Again, I don't have access to that e-mail. 3 Ο. Did you ever send or receive an e-mail 4 from Woodmont Properties concerning the Bancroft redevelopment project? 5 6 Concerning or --Α. 7 Just generally. Ο. 8 Α. From that period of time? 9 No. Any period of time. Ο. Oh, in any period of time, we received the 10 Α. 11 RFP that would have gone to our redevelopment attorney. That was probably in July of 2023. 12 Ι would say that we had "thank you" e-mails from 13 14 Woodmont and other candidates, probably in that 15 February to March of 2024 area, when we had conducted the interviews. And then I believe there 16 17 was a correspondence from -- that was it that I would have been directed to. 18 I think any best and final 19 20 offers or negotiations from the entities would have 21 gone to the redevelopment attorney. We did not 22 receive those. And that would have been sent to the 23 commissioners in bulk. 2.4 Tell me what you mean by that, "sent Ο. 25 to the commissioners in bulk"?

Page 54 1 It wouldn't be directed specifically to Α. 2 myself. It would have gone to the three 3 commissioners. And so any and all correspondence 4 from Woodmont would have gone to our attorneys. We wouldn't address them individually. 5 6 I can appreciate that. 0. 7 MR. SICILIANO: Let me just object 8 here. Again, the purpose of my objection is limited 9 to only redevelopment counsel. So there are other 10 attorneys that represent the Borough in addition to 11 the Borough solicitor. So redevelopment counsel, to the 12 13 extent that redevelopment counsel is communicating 14 with any elected official, I would also assert 15 attorney-client privilege with regard to the substance or the contents of those communications. 16 17 You can ask how they received, but --18 MR. BRENNAN: Agreed. But the 19 e-mails or correspondence that I'm asking about are 20 slightly different. 21 THE WITNESS: Okay. 22 BY MR. BRENNAN: 23 Ο. Those would have been sent or received 2.4 from Woodmont Properties that could have copied you 25 but may have been directed to Borough counsel,

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1	whether they're redevelopment counsel or otherwise.
2	A. No. No. They the Woodmont, to, again,
3	my knowledge, I never received anything directly
4	from any representative of Woodmont.
5	Q. How about indirectly?
6	A. Again, going through counsel and then
7	forwarded to us.
8	Q. So are you describing a situation
9	where Woodmont would write to the borough's
10	attorneys and then the borough's attorneys would
11	forward the e-mail to you?
12	A. Yes.
13	MR. BRENNAN: Understood. Off the
14	record.
15	(Short recess taken at 12:18 p.m.)
16	(Proceedings resumed at 12:23 p.m.)
17	MR. BRENNAN: Mr. Roche, those are
18	all the questions I have for you. Thanks for your
19	time today.
20	THE WITNESS: Okay. Thank you.
21	MR. SICILIANO: I may have a few
22	questions, just to clarify.
23	MR. BRENNAN: Sure.
24	BY MR. SICILIANO:
25	Q. Mr. Roche, if I can, you were elected

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Page 56 1 commissioner in May of 2021, correct? 2 Yes Α. 3 0. And as commissioner, you were the 4 director of revenue and finance? 5 Yes. Α. What were some of your duties during 6 Ο. 7 that time? 8 Α. The introduction of the budget, the payment 9 of vouchers, the understanding of refinancing of the debt; also the impact of what to do with the 10 surplus. So understanding kind of the rationale 11 between property taxes and what to do -- again, what 12 to do with our cash. 13 14 And the elected Borough commissioner Ο. 15 position, is that a full-time or part-time position? 16 It is a part-time position. Α. 17 Q. And it was a paid commission? There 18 was compensation? 19 Α. Yes, there was. 20 And what was the date of compensation? Ο. 21 Α. \$5,000 per annum. 22 And you received that payment in what Q. 23 form? Was that monthly? Bi-weekly? How were you 24 paid? 25 Α. It was a weekly check.

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1	Q. And in response to counsel's
2	questions, there were monthly meetings of the Board
3	of Commissioners that you attended?
4	A. Yes, there were.
5	Q. How many monthly meetings normally
6	were there?
7	A. Two, on average.
8	Q. And in addition to the regular monthly
9	meetings, were there also special meetings from time
10	to time?
11	A. Yes, there were.
12	Q. And do you have a recollection and
13	I will focus exclusively with the time period of
14	April 10th, the date of closing, 2024, until the
15	date of your resignation of May 28th, 2024,
16	effective May 31st, do you have a recollection as to
17	if there were any special meetings during that time?
18	A. April 22nd.
19	Q. Was a special meeting?
20	A. Was a special meeting.
21	Q. In addition to the two regular
22	meetings per month?
23	A. Yes.
24	Q. As your normal course and practice
25	during that time, your duties of commissioner, in

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1	addition to those four meetings and one special
2	meeting, were there other occasions when you
3	discharged your duties as a commissioner?
4	A. Describe "discharged." In acting as a
5	commissioner.
6	Q. Acting as a commissioner. Sorry.
7	A. Yes.
8	Q. What were some of those jobs or duties
9	that you did as a commissioner during this time
10	period, April 10th through March 21st? I'm sorry.
11	May 31st. I misspoke.
12	A. Mabel Kay Center, I was the representative
13	for the commissioner or for the commission, the
14	Borough. So attending those board meetings.
15	Attending the recreation commission. Those were two
16	key initiatives that we had going on at that point
17	in time.
18	You know, one of the duties was
19	toasting or offering the toast up for the
20	Haddonfield Memorial High School Athletic Induction
21	on May 8 and May 17th, that Saturday, of 2024. So
22	my wife and I were in attendance at that event.
23	Q. So some of the job
24	responsibilities/duties of commissioner required you
25	to be in locations other than the

Page 59 1 Haddonfield Borough municipal building, correct? 2 Α. That is correct. 3 0. And if I understand your testimony, 4 Mabel Kay House, the Haddonfield Memorial High School; is that correct? 5 That was Tavistock Country Club. 6 Α. 7 At Tavistock Country Club, which is Ο. 8 technically not within the Borough of Haddonfield? 9 That is correct. Α. The recreation committee 10 0. Okav. 11 meetings, where were they generally held? 12 They oftentimes were held in Borough Hall. Α. 13 And the description of some of your Ο. 14 duties with regard to the budget, was this also --15 this period of time, April 10th through May 31st, was this the budget time period for the 16 17 municipality? 18 Α. Yes, it was. If you can describe, what were some of 19 Ο. 20 your responsibilities or duties as an elected 21 commissioner during that time with regard to the 22 budget? 23 Α. Discussing the budget with the chief financial officer for the Borough. Between myself 2.4 25 and the Borough administrator, understanding the

Page 60 1 budget and what that ultimate increase in taxes 2 would be to be proposed. Would all of those discussions be 3 Ο. 4 in person? They would not. 5 Α. Would some of the discussions be by 6 Ο. 7 telephone or communication by e-mail? 8 Α. Yes, they would. 9 In addition to the Borough Ο. administrator, you just testified as to the chief 10 financial officer. 11 12 Did you also have occasion to 13 communicate with the Borough auditors during this 14 period of time? 15 Yes, we did. Α. And was there a particular point of 16 Ο. 17 contact with the Borough auditors that you recall? 18 Α. Usually the point of contact was via e-mail. Any other duties as an elected 19 Ο. 20 official within the Borough within this time period of April 10th, the date of closing, until the 21 22 effective date of your resignation May 31st? 23 Α. That I attended or --Or performed, exactly. Whether it was 24 Ο. 25 in-person meeting or a telephone call or an e-mail.

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1	A. Yes. There would be e-mail correspondence,
2	again, with the Borough administrator, in addition
3	to the formal meetings that were usually on Monday
4	evenings. And, you know, there's other again
5	there's other general duties.
6	Q. And simply by way of clarification to
7	Counsel's earlier question, with regard to direct
8	communications between yourself and one of the two
9	other commissioners, is there a reason why you were
10	prevented or precluded from having direct
11	communications with another commissioner?
12	A. Yes. Because two commissioners having
13	discussion in that setting created a quorum, because
14	we're a three-person commission.
15	Q. And so was it your intent to not have
16	that communication so as to not violate the Open
17	Public Meetings Act?
18	A. That is correct.
19	Q. And so for that reason, you would have
20	communications either with the Borough administrator
21	or chief financial officer or auditor, correct?
22	A. That is correct.
23	Q. Okay. You also testified earlier with
24	regard to your residency on April 10th was the
25	date of the actual closing, correct?

Page 62 1 That is correct. Α. You did not attend that. You had 2 Ο. 3 Power of Attorney through your counsel? 4 Power of Attorney handled the closing, yes. Α. 5 And then with regard to the moving, a Ο. 6 majority of your household items were relocated to 7 D.C.? 8 Α. Yes, they were. 9 And some were left at your Ο. mother-in-law's in Cherry Hill? 10 11 That's correct. Α. And at that time, it was your intent 12 Ο. to maintain your residency within New Jersey, 13 14 specifically within the Borough of Haddonfield? 15 Yes, it was. Α. 16 And at that point in time, you changed Ο. 17 your address from 212 Washington Avenue to 18 647 Pomona Avenue within the Borough of Haddonfield? That is correct. And that was just for me, 19 Α. 20 Kevin Roche, as the lease. The other lease for 21 22 2126 Connecticut Avenue, Washington, D.C. that is 23 for myself, my wife, and my kids are visitors on 24 that. So it's for the family, whereas myself was 25 the individual.

	Page 63				
1	Q. And counsel had asked you questions				
2	with regard, I think, to the Seller's Residency				
3	Certification. I don't recall what exhibit they				
4	are. He asked you questions with regard to				
5	taxation.				
6	What is your understanding with				
7	regard to the calendar year of 2024? Are you				
8	required to file taxes as a New Jersey resident for				
9	any portion of time for calendar year 2024?				
10	A. Yes. And that's Exhibit 3, the Seller's				
11	Residency Certification/Exemption for tax purposes.				
12	For 2024 tax year, I will be filing both as part				
13	resident, New Jersey, and part resident, District of				
14	Columbia.				
15	Q. And your New Jersey residency, when				
16	did that end?				
17	A. June 6th, 2024.				
18	Q. Why is it that you selected that date?				
19	A. That is the date that I had gotten a new				
20	license with the Washington, D.C., Department of				
21	Motor Vehicles.				
22	Q. And June 6, 2024, you were no longer				
23	an elected official in the Borough of Haddonfield?				
24	A. That is correct.				
25	Q. You were a private citizen?				

Page 64 1 Yes, I was. Α. After the closing on April 10th of 2 0. 3 2024, you testified that you notified the Borough 4 administrator of the change of address? 5 Yes, I did. Α. You also notified the New Jersey 6 Ο. 7 Department of Motor Vehicles. I believe Counsel 8 asked you a question. On May 10th, you notified 9 them with regard to the change of address as well for your driver's license? 10 That is correct. 11 Α. Did you also take any steps with 12 Ο. 13 regard to updating your voter registration within 14 the State of New Jersey? 15 Not directly. I believe it was -- the Α. question on the motor vehicle registration was that 16 17 it would carry the new address. There was something 18 to click there. 19 Ο. And so back to the taxation question, it's your understanding that, when you file for 20 21 taxes in 2024, that you will be a part-year 22 New Jersey resident? 23 Α. Yes. And part-year of District of Columbia 2.4 Ο. 25 resident?

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Page 65 1 Yes. Α. And that's effective as of June 10th, 2 Ο. 2024?3 4 Α. I believe it will be June 6th, 2024. 5 MR. SICILIANO: Thank you very much. No further questions. 6 7 BY MR. BRENNAN: 8 Q. A couple follow-up. 9 I just want to clarify the 10 number of in-person functions -- do you need a second? 11 I had a cough drop. 12 Α. Yes. Sorry. 13 (Brief pause.) 14 BY MR. BRENNAN: 15 I just want to clarify the number of Ο. 16 in-person functions you attended in your capacity as 17 Borough commissioner from the time period of April, 18 we'll say, 10th, 2024, until May 31st, 2024. So you told me about the three 19 20 commissioner meetings, correct? 21 Α. Yes. 22 Q. And then there was one event for 23 Mabel Kay, correct? 2.4 I believe so, yes. Α. 25 Q. And one event for the Haddonfield High

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1	School Athletic Association?
2	A. Yes.
3	Q. Other than those five instances, were
4	there any other instances where you appeared in your
5	capacity as Borough commissioner from the time of
6	April 10th, 2024, until May 31st, 2024?
7	A. Off the top of my head, I don't recall.
8	MR. BRENNAN: Thanks. Those are all
9	the questions I have.
10	(Deposition concluded at 12:35 p.m.)
11	
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Page 67 1 I, LOUIS A. MANCHELLO, Certified 2 Court Reporter of New Jersey (License No. 3 30XI00141800) and Notary Public of The State of New Jersey (Commission No. 50208042), do hereby certify 4 5 the foregoing to be a verbatim transcript of the 6 testimony provided under oath in this matter on October 29, 2024. 7 8 I am unrelated to the parties 9 involved in this action. I have no financial 10 interest and am not related to an agent of or 11 employed by anyone with a financial interest in the outcome of this action. 12 13 Electronically signed by Louis A. 14 15 Manchello, Certified Court Reporter (N.J. License Number 30XI00141800) on November 11, 2024. 16 17 (This transcript format is in 18 compliance with N.J.A.C. 13:43-5.9) 19 (This transcript may contain quoted material. Such material is reproduced as read or 20 quoted by the speaker and may not be a verbatim replication of the printed material.) 21 (This certification does not apply to 22 any reproduction of this transcript, unless under the direct supervision of the certifying reporter.) 23 24 25

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856-482-7207 loumanchello@manchelloreporting.com

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PREPARED BY: Julie A. Robinson, Esquire ARCHER & GREINER A PROFESSIONAL CORPORATION Preparer signature no longer required per NJSA 46:26A-3. CAMDEN COUNTY, NJ CAMDEN COUNTY, NJ CAMDEN COUNTY CLERK'S DFFICE DEED-OR BOOK 10053 PG 0708 RECORDED 08/12/2014 08:49:09 FILE NUMBER 2014053007 RCPT #: 1461432; RECD BY: annal RECORDING FEES 73,00 MARGINAL NDTATION 0.00 TOTAL TAX 3:887.00

EXHIBIT

This Deed is made on July 30, 2014

BETWEEN PETER E. DRISCOLL and CHRISTOPHER S. YOUNG, CO-TRUSTEES OF THE TRUST U/W OF ELIZABETH G. DANENHOWER, DECEASED, F/B/O JOHN C. DANENHOWER, III and ELIZABETH D. RHOADS, whose address is c/o Archer & Greiner, P.C., One Centennial Square, Haddonfield, New Jersey 08033, referred to as the Grantor.

DEED

AND KEVIN C. ROCHE and LISA GILBRIDE ROCHE, whose address is about to be 212 Washington Avenue, Haddonfield, New Jersey 08033, referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys transfers ownership of the property described below to the Grantee. This transfer is made for the sum of FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:26A-3) Municipality of Haddonfield, Block No. 74, Lot No. 17.

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Haddonfield, County of Camden and State of New Jersey, commonly known as 212 Washington Avenue. The legal description is:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO easements and restrictions of record.

BEING the same land and premises which became vested in Trust U/W of Elizabeth G. Danenhower, deceased, f/b/o John C. Danenhower, III and Elizabeth D. Rhoads, by Confirmatory Deed from Elizabeth D. Rhoads, as Sole Surviving Co-Executor of the Estate of John W. Danenhower, deceased and Elizabeth D. Rhoads as Sole Surviving Co-Trustee of the Trust U/W of John W. Danenhower, deceased, dated August 7, 2006 and recorded September 15, 2006 in the office of the Clerk of Camden County, in Deed Book 8327, Page 1175&c, as File No. 2006107247.

Elizabeth G. Danenhower died, leaving a Last Will and Testament dated December 11, 1968 ("Will"), wherein, she named John C. Danenhower, Elizabeth D. Rhoads and Peter E. Driscoll as Trustee of the Trust U/W of Elizabeth G. Danenhower, deceased, f/b/o John C. Danenhower, III and Elizabeth D. Rhoads.

John C. Danenhower and Elizabeth D. Rhoads died leaving Peter E. Driscoll as sole remaining trustee.

Letters of Trusteeship were issued to Peter E. Driscoll on April 4, 2014 naming him sole remaining trustee.

The Last Paragraph of said Will states "in the event any trustee should cease to act as trustee, and there should be only one trustee remaining, such surviving trustee shall appoint a new trustee so there shall always be at least two trustees serving hereunder...." Therefore, Christopher S. Young, was appointed Trustee by Successor Trust Short Certificate dated July 29, 2014.

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

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

TRUST U/W OF ELIZABETH G. DANENHOWER, DECEASED, F/B/O JOHN C. DANENHOWER, III and ELIZABETH D. RHOADS

Bv: Peter E Driscoll, Co-Trustee

Christopher S. Young. Drustee

OTAR

STATE OF NEW JERSEY

COUNTY OF CAMDEN

I CERTIFY that on July 30, 2014, PETER E. DRISCOLL personally came before me and acknowledged under oath, to my satisfaction, that he:

: : ss.

•

 (a) is named in and personally signed this Deed in his capacity as Co-Trustee of the Trust U/W of Elizabeth G. Danenhower, deceased f/b/o John C. Danenhower, III and Elizabeth D. Rhoads;

(b) signed, sealed and delivered this Deed as his act and deed in his capacity as Co-Trustee of the Trust U/W of Elizabeth G. Danenhower, deceased f/b/o John C. Danenhower, III and Elizabeth D. Rhoads; and

(c) made this Deed for \$470,000.00 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.)

Title:

Commission Expires

STATE OF NEW JERSEY

COUNTY OF CAMDEN

I CERTIFY that on July 30, 2014, CHRISTOPHER S. YOUNG personally came before me and acknowledged under oath, to my satisfaction, that he:

: : ss.

(a) is named in and personally signed this Deed in his capacity as Co-Trustee of the Trust U/W of Elizabeth G. Danenhower, deceased f/b/o John C. Danenhower, III and Elizabeth D. Rhoads;

(b) signed, sealed and delivered this Deed as his act and deed in his capacity as Co-Trustee of the Trust U/W of Elizabeth G. Danenhower, deceased f/b/o John C. Danenhower, III and Elizabeth D. Rhoads; and

(c) made this Deed for \$470,000.00 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.)

Print

Title: Commission Expires: NOTA

NOTARY PUBLIC OF NEW JERSEY My Commission Explanat September 5, 2015

Book10053/Page709

Prepared by:

EXHIBIT

Gregory X. Voorhees Esquire Preparer signature no longer required per NJSA 46:26A-3

Deed

This Deed is made on March 28, 2024, and delivered on April 10, 2024

BETWEEN

Kevin C. Roche and Lisa G. Roche, husband and wife;

whose post office address is 212 Washington Avenue, Haddonfield, NJ 08033;

referred to as the Grantor,

AND

Eleanor Meyer and Ryan Devenyi, husband and wife;

whose post office address is about to be 212 Washington Avenue, Haddonfield, NJ 08033;

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee.

Consideration. This transfer of ownership is made for the sum and consideration of ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,700,000.00) The Grantor acknowledges receipt of this money.

Tax Max Reference. The property is located in the Borough of Haddonfield

Block No. 74 Lot No. 17

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

Property. The Property consists of the land and all the buildings and structures on the land in the Borough of Haddonfield, Camden County, State of New Jersey. The legal description is:

8 Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

Commonly referred to as 212 Washington Avenue, Haddonfield, NJ

LEGAL DESCRIPTION Dream Home Abstract, LLC - Sewell a Policy Issuing Agent for First American Title Insurance Company 47248 File No. 621-228824

All that certain tract or parcel of land, situated, lying and being in Haddonfield Borough, County of Camden, and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Westerly line of Washington Avenue distant 165 feet Southwardly from the Southwesterly comer of Washington Avenue and Park Avenues and running; thence

(1) Southwardly along the Westerly line of Washington Avenue a distance of 75.00 feet to a point; thence

(2) Westwardly at right angles to Washington Avenue a distance of 270.00 feet to a point; thence

(3) Northwardly parallel to Washington Avenue a distance of 75.00 feet to a point; thence

(4) Eastwardly, at right angles to Washington Avenue, to a point in the Westerly line of Washington Avenue a distance of 270.00 feet to the point and place of BEGINNING.

The above description is drawn in accordance with a survey prepared by Walter H. MacNamara Associates, Inc., dated February 22, 2024 and marked as Project No. 173-32

NOTE FOR INFORMATION:

BEING known as 212 Washington Avenue, Haddonfield Borough, Camden County, State of New Jersey, Block 74, Lot 17 on the tax map of Haddonfield Borough.

NOTE FOR INFORMATION: The mailing address of the premises is 212 Washington Avenue, Haddonfield, NJ 08033.

The Title is, at the Commitment Date, vested in:

Kevin C. Roche and Lisa G. Roche by the following:

Kevin C. Roche and Lisa Gilbride Roche by deed from Peter E. Driscoll and Christopher S. Young, Co-Trustees of the Trust U/W of Elizabeth G. Danenhower, Deceased, F/B/O John C. Danenhower, III and Elizabeth D. Rhoads, dated July 30, 2014, recorded August 12, 2014 in the Camden Clerk's/Register's Office in Deed Book 10053, Page 708.

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

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

Jun -

STATE OF New Jersey SS COUNTY OF Camden

 $\frac{1}{1} CERTIFY \text{ that on } March 28, 20, 24, Kevin C. Roche and Lisa G. Roche, personally came before me and stated to my satisfaction that this person (or if more than one, each person):}$

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$1,700,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such egnsideration is defined in N.J.S.A. 46:15-5.)

Gregory X. Voorhees, Esq. Member NJ Bar

RECORD AND RETURN TO:

Dream Home Abstract LLC 381 Egg Harbor Rd, #2 Sewell, NJ 08080

6969	EXHIB	IT
PENGAD 800-631-6989	loche	-2
PENGAD	0-29-2)	11

GIT/REP-3
(11-23)
(Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

	Roche and Lisa G. Roche, hust treet Address				
	2126 CONNES	CTICAIT AVE, NW	# 75-		
ity, Town	WASHINGTON		State		ZIP Code
rope	rty Information				2000 0
lock(s) 4		Lot(s)			Qualifier
treet Add	dress		*****		
	hington Avenue				
lity, Town Iaddonf	n, Post Office field		State	NJ	ZIP Code 08033
	ercentage of Ownership	Total Consideration		hare of Considera	
00 eller	Assurances (Check the	\$1,700,000 Appropriate Box) (Boxes 2	\$1,700.0 hrough 16 apply to		4/10/2024
1.		lividual, estate, or trust) of the Stat			
		Tax return, and will pay any applie			
2.		erred is used exclusively as a princ			
3 🔟	Seller is a mortgagor conveying additional consideration.	the mortgaged property to a morte	gagee in foreclosure or in a t	ransfer in lieu of	foreclosure with no
4. 🗖	Seller. transferor, or transferee is	s an agency or authority of the Un	ited States of America, an aç	ency or authority	of the State of New
	Jersey, the Federal National Mo Association, or a private mortga	rtgage Association, the Federal He	ome Loan Mortgage Corpora	tion, the Governi	ment National Mortgage
5. 🗖		e, or trust and is not required to ma	ake an estimated Gross Inco	me Tax payment	
6. 🗖		roperty is \$1,000 or less so the se			
7. 🗖		cognized for federal income tax pu			
		indicated section does not ultimat sturn for the year of the sale and re		the seller acknow	vledges the obligation to
	Seller did not receive non-like ki				
8. 🗖		ferred by an executor or administrate with the provisions of the decede			ct distribution of the
9. 🞑		subject to a short sale instituted by mortgagee will receive all proceed			
10. 🗖	The deed is dated prior to Augu	st 1, 2004. and was not previously	recorded.		
11. 🗆		ferred under a relocation company in sells the house to a third party b		of the relocation	company buys the
12.	The real property is being trans Code section 1041.	ferred between spousos or incider	nt to a divorce decree or prop	perty settlement a	agreement under 26 U.S.
13. 🗖	The property transferred is a ce	emetery plot.			
14. 🗖	The seller is not receiving net p settlement sheet.	proceeds from the sale. Nei procee	ds from the sale means the	net amount due l	o the seller on the
15. 🗖	The seller is a retirement trust t trust, and is therefore not require	that received an acknowledgment red to make the estimated Gross I	letter from the Internal Reve ncome Tax payment.	nue Service that	the seller is a retirement
16. 🗖		union partner) originally purchased ng the property as a result of being			

and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box L i certify that a Power of Attorney to repre-sent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

0 fich 3-28-2024 5 Indicate if Power of Attorney or Attorney in Fact Signature (Seller) Dale 8 18 202 1574 Indicate if Power of Attorney or Attorney in Fact Date Signature ell b







Residential Lease (For Use in Washington, DC)

THIS LEASE, is made	March 28, 202	4 by and betwe	een Ty	y J Hreben	, as Agent
for Landlord	Sande	rs H. Berk, Sally I	L. Berk	(hereinafter referred to	as "Landlord"
or "Landlord/Agent") and]	Kevin Roche, Li	sa Roche			
290 - AL				(hereinafter referred to	o as "Tenant")
(the "Lease"), WITNESSET	H, that the Land	lord hereby leases	to the Tenant and the Tenan	t hereby leases from the Lan	dlord, premises
known as	2126 C	onnecticut Avenue	e NW Unit 75, Washington	, DC 20036	(the
Premises") for the term of	24 n	nonths	beginning on the first day	of May, 2024	4
and ending on the last day o	f April, 20	026 (the "Te			
Mail Box Number	75	Reserved Parking S	Space Number(s)/Location	7	

GENERAL PROVISIONS:

1. <u>RENT</u>:

Tenant covenants and agrees to pay rent in equal monthly installments of \$ 8,500.00 in advance on the first day of each and every month ("Rent Due Date") of said term. The total rent for the term of the Lease is \$ 204,000.00 ... Tenant is to pay one full month rent prior to commencement of occupancy. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant agrees to pay said rent to <u>Sanders H. Berk, Sally L. Berk</u> at Escrow Account and Bank Account to be provided by Landlord

(or at such other place as Landlord/Agent may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

2. TENANT LIABILITY:

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with the applicable law.

3. PRO RATA:

It is a	additionally unders	ood and	agreed	that	Tenant	is	to commence	occupancy	of	the	premi	ses	on _		Ap	ril 11, 1	2024		
On	04/11/2002 or	sooner	the	e sun	n of t	\$	5,660.00				shall	be	due	as	"pro	rata"	rent	for	the
period	-	Apr	il 11, 202	.4			throu	gh				Apri	1 30, 2	2024					1

4. ADDITIONAL CHARGES:

Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the five (5) day late period is only for the assessment of late fees, and the rent is due and payable on the first of each month. The late charge is due thirty (30) day from date assessed. Such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by the District of Columbia law) of **\$25.00** will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

5. <u>SECURITY DEPOSIT</u>:

Landlord hereby acknowledges receipt of the sum of \$ 8,500.00 (an amount not to exceed the first full month's rent) which is to be retained as a security deposit for the performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security at Landlord's option. Tenant's loss or Tenant's right to possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord or Agent holds the security deposit. In the event Landlord repossesses said premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security on account of all damages suffered by reason of Tenant's default or breach.

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Form # 1221, Residential Lease DC

Page 1 of 11

Compass, 5471 Wisconsin Ave., Suite 300 Chevy Chase MD 20815 Phone: 202-491-1275 Fax: Ty Hreben Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 2/2018

2126 Connecticut

DocuSign Envelope ID: 4B4DF20D-B0C7-4334-AC23-BBFA76B4E465

Pursuant to the D.C. Housing Code, after a tenancy is terminated, Landlord has <u>forty-five (45) days</u> to return the deposit, or notify the Tenant in writing of his or her intention to withhold and apply the monies toward expenses incurred under the terms and conditions of this lease. If Landlord elects to apply the security deposit to monies owed by the Tenant to the Landlord, either for rent, additional rent, or damages, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has <u>thirty (30) days</u>, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time must provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent.

All utility services in the premises shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, before any part of the security deposit will be returned. Interest shall be paid or credited Tenant in accordance with the provisions of said Housing Regulations. NO PORTION OF SAID DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor. The Landlord, or Landlord's estate, but not the managing agent or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

6. POSSESSION:

If on the In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord, Agent or the manager of the premises be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

7. USES/AUTHORIZED OCCUPANTS:

The premises will be used solely for residential purposes and be occupied by no more than _______ persons, including children. The following persons and no others, except after born children, children adopted by tenant, or children of whom tenant is appointed guardian are authorized by Landlord to reside within the demised premises: Kevin Roche and Lisa Roche. All parties recognize that their children Hannah (24) and Taite (20) will be visiting throughout lease term

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and local laws and ordinances. Tenant shall not permit any person on the premises with the tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

8. COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS:

Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the ________ (print name of common ownership community, if applicable). A copy of this Lease Agreement must be submitted to the common ownership community, if required. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations. Failure to cure any on-going violations of the Rules and Regulations by the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

The provisions herein, not withstanding, if the legal documents and rules and regulations of the named Association prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

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FOR CONDOMINIUMS/COOPERATIVES ONLY: In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Condominium/Cooperative /Home Owners association shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Condominium/Cooperative association's governing documents may allow.

9. PETS/SERVICE ANIMALS:

A. Pets: (This paragraph does not apply to service animals covered by American with Disabilities Act (ADA).) Tenant shall not keep or allow pet(s) on premises except as follows or with the subsequent written consent of Landlord/Agent. The following pet(s) may be kept on the premises:

Yes X	No	# ALLOWED	1	TYPE OF PET(S)	cat	WEIGHT	7 lbs.	
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Should the above consent be given, Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, Landlord has the right to pre-approve the carpet cleaning company. Paid receipts for such cleaning and treatment must be provided to Landlord/Agent. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, subflooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep any pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

If Tenant permits or harbors a pet on the premises without: 1) permission of Landlord/Agent and 2) payment of an additional required deposit, Tenant shall be in violation of the lease. If Tenant violates the "no pets" provision of the lease, Tenant agrees to pay, as additional rent ***** <u>thd</u> ______ per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord/Agent were caused by the unauthorized animal on the premises. Agent also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy. *The combined total of any and all deposits may not exceed the equivalent of the first month's rent.*

B. Service Animals: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service pet, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including, but not limited to, odor and property damage. NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.

10. MAINTENANCE:

A. By Tenant: Tenant must generally maintain the rental dwelling and other appurtenances such as garage or shed, if any, in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, resetting of circuit breakers, batteries and light bulbs; cleaning of carpets, chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers (to include dryer vent), window air conditioning units, humidifiers and de-humidifiers. Tenant is responsible for general control and elimination of household pests including, but not limited to, bed bugs, fleas, ticks, roaches, silverfish, ants, crickets and rodents.

Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and air gaps free of blockages, and operate all electrical and plumbing fixtures properly. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

All garbage and trash must be placed by Tenant in suitable covered containers and disposed of in a clean and sanitary manner by depositing it appropriately for regular pick-up and removal or placing it in trash chutes or in a trash room in accordance with the rules and regulations applicable to the Premises. Tenant will abide by all local laws and regulations concerning the separation, special pickup and removal of recyclables. Any municipal fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.

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Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior written approval from the Landlord/Agent. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this Lease and may elect to take legal action to terminate this Lease. Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission (including a failure to report a problem to Landlord/Agent in a timely manner) by the Tenant, family, guests, employees, invitees or pets.

If Tenant and Landlord make arrangements for Tenant to meet vendor to make repairs or perform maintenance, and Tenant fails to meet vendor as scheduled, Tenant shall be responsible for any charges incurred for the Tenant's failure to meet vendor as scheduled. Further, should tenant require that such vendor appointments be made during vendor's overtime hours, and the work required does not qualify as an emergency, Tenant shall be responsible for the additional charges incurred to accommodate said overtime request.

If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be re-keyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.

FOR DETACHED/TOWNHOUSE/ROWHOUSE PROPERTIES ONLY: Keeping up, preserving in good condition, and keeping trimmed any lawn, trees, vines, shrubbery and gardens; removing leaves, sticks and other debris that accumulate on the property; promptly removing ice and snow as necessary; keeping gutters, downspouts and exterior drains cleaned and cleared of leaves and other debris.

B. By Landlord: Landlord/Agent is responsible for replacement of or repairs to structural elements of the building (or unit to which this lease applies), major appliances (including washers/dryers and air conditioning, if furnished) and electrical, plumbing, and heating systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if after reasonable effort, notification to the Landlord/Agent is Landlord's expense, through a licensed and insured contractor. Tenant must immediately notify the Landlord in writing of such repairs.

UTILITIES:

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Tenant must pay all applicable, individually metered gas, electricity or water utility charges. In instances where water is individually metered, Tenant shall be required to furnish a receipted water bill within 30 days after the termination of the lease, extension or renewals thereof or Landlord/Agent will deduct the amount of the final bill from Tenant's security deposit. Landlord shall provide one working phone jack and is not required to install nor maintain cable, additional phone jacks, cable wiring or multiple phone line access. Tenant may be required to remove satellite dishes and/or visible cables and to restore the premises to its original condition.

Tenant acknowledges responsibility for Water Gas Electric X Other cable, internet/wi-fi

12. HEATING OIL:

Fuel Oil tank will be 🗌 filled or 🗌 measured prior to Tenant occupancy; it will then become Tenant's respon	sibility to lea	ave
fuel in tank 🗌 full or have it 🗌 measured upon termination of occupancy. If measuring method is elected Lan	dlord/Agent	and
Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease.	Fenant agrees	to
purchase heating oil from	Company	at

Phone

as, Landlord/Agent requires

the service contract remain in effect with this company.

13. SMOKE DETECTORS AND CARBON MONOXIDE ALARM:

A. <u>SMOKE DETECTORS</u>:

- I. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with <u>applicable</u> law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing. A smoke alarm must be installed in each room used for sleeping purposes, one on every floor and one on the ceiling or wall outside of each sleeping area in the vicinity of bedrooms.
- II. Where the Landlord/Agent has failed to comply with the smoke alarm provisions, the Tenant must notify the Landlord/Agent in writing that the installation, replacement or repair of a smoke alarm is needed. If the Landlord/Agent fails to take the requested actions within ten (10) days after such request or such later date as mutually agreed, the Tenant is authorized to purchase, install and maintain battery-operated smoke alarm(s) as a temporary safeguard at the Owner's expense and the Tenant is to submit the receipt to the Landlord/Agent within ten (10) days of purchase.

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III. Landlord/Agent assumes no responsibility or liability for any unreported malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

B. CARBON MONOXIDE ALARM:

- I. If the premise has a carbon fuel burning appliance or an attached garage, Landlord/Agent is required to install a carbon monoxide alarm complying with Underwriters Laboratory (UL) Standard 2034 that shall be installed in the immediate vicinity of bedrooms and sleeping areas and where required by code.
- II. Landlord/Agent assumes no responsibility or liability for any unreported malfunctions to or misuse of carbon monoxide alarm by the Tenant which results in injury or damage to persons or to the leased premises and the Tenant shall be responsible for any fines by any governmental agency.

14. ALTERATIONS:

Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, will not drive nails or other devices into the walls or woodwork (except for a reasonable number of picture hangers); and will not change the existing locks of the premises or install additional locks. In any such instance where permission is granted, it shall be incumbent upon the Tenant to secure the necessary permits or community association permission. If the premises are subject to a community association, Tenant may not install anything on any common element.

Tenant may, without the prior written permission of the Landlord/Agent, install a radio or television antennae, subscription or satellite dishes or pay television devices and wiring, provided that dishes do not exceed 1 meter in diameter and that the installation is performed in a safe and secure manner. Applicable community rules and regulation apply. Tenant is responsible for repairing any damage caused by the installation or removal of such devices. Tenant is expressly prohibited from the removal of any existing wiring or equipment without written consent of Landlord/Agent.

15. VEHICLE PARKING:

No unlicensed, dismantled, inoperable and/or wrecked motor vehicles, including but not limited to automobiles, trucks, motorcycles, trailers or other such vehicles shall be parked on the property. Any vehicle as described herein that is parked on the property must have current license plates attached and said vehicles must be in operable condition. Licensed vehicles may be parked only in garage, driveways, if provided, or on the street. No vehicles shall be parked or stored on the grass or lawn of the property. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property.

There also shall be no parking or storage of commercial vehicles on the property at any time. For the purposes of this lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceed 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

Additional restrictions may apply, as stated in the Rules and Regulations of any applicable Common Ownership Community.

SHIPI ET/ASSICNMENT.

Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld provided that the prospective accignee or cubtenant caticfier established standards cet forth by Landlord for all proceeding tenents including but not limited to a credit check rental and employment references and Tenant's payment of S service charge which must be fair and reasonable defraying Landlord's expenses incidental to processing the application for assignment or sub tenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to promises located in a common conversing commenting that leastly restricts or prehibits cubletting or accignments.

17. INSURANCE:

LK LK

> Landlord's insurance policy does not provide tenant coverage for personal belongings or public liability. Tenant is required to obtain Renter's Insurance Policy to protect Tenant's personal belongings and for public liability throughout the tenancy. Tenant must add Landlord/Agent as an additional Interest/Insured. In the event that tenant fails to purchase or maintain a renter's policy the Landlord may at tenant's expense purchase said policy to be in effect throughout the lease. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the premises.

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18. HOLD HARMLESS:

Tenant must indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source, unless the damages are caused by the Landlord's negligence or violation of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any loss sustained by Tenant that is the result of Landlord's negligence.

19. LANDLORD/AGENT ACCESS TO PROPERTY:

- A. Routine Entry: Landlord/Agent may enter the premises after giving due notice to the Tenant for (i) routine inspection to determine property condition, (ii) make necessary repairs, decorations, alterations or improvements; (iii) supply services only by mutual agreement during normal business hours; or (iv) exhibit the dwelling unit to prospective purchasers, mortgagees, or tenants.
- B. Emergency Entry: Landlord/Agent may enter the premises immediately without notice to Tenant in an emergency situation.
- C. Entry to Perform Requested Repairs: Any request for service from Tenant is construed to mean that permission to enter the premises has been granted for the purpose of making requested repairs.
- Entry for Governmental Agency Inspection: Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord is required D. to allow access to the government agency responsible for an inspection.
- Entry for Good Cause: Landlord/Agent may enter the premises after due notice to the Tenant when the Landlord has good cause to believe E. that the Tenant may have breached the lease or may be in violation of local or Federal law.



Entry for Showing Property: Tenant will permit Landlord or Agent to post a "For Rent" sign along with a Key Box to the main entrance for prospective tenants and against access, and to show said premises at reasonable hours to prospective tenants during the last 60 davs of the term herein. If the premise is put on the market for sale during the tenancy, Tenant will permit Landlord or Agent to post a "For Sale" sign, a Key-Box, and permission to show. If Tenant refuses to allow access to Landlord or Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.

20. DEFAULT:

- A. In the event of any default, except the failure to pay rent and late charges, or if the Landlord/Agent deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct by the Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should the Tenant occupy the premises in violation of any rule, or any federal or local law, then, the Landlord/Agent has the right to give the Tenant personally or by sending via first class mail a thirty (30) day written notice to cure or quit the premises that includes the basis for said notification.
- B. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District of Columbia Landlord/Tenant Court for Failure to Pay Rent Landlord's Complaint for Repossession of Rented Property. TENANT HEREBY EXPRESSLY WAIVES ANY NOTICE TO OUIT OR NOTICE TO VACATE IN THE EVENT SUCH TERMINATION IS FOR NONPAYMENT OF RENT.
- C. Tenant action to prevent entry after dually authorized notice shall constitute a default.

21. BANKRUPTCY OF TENANT:

If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Landlord who reserves the right to repossess the premises. This provision of this paragraph shall survive the termination of this lease.

22. COURT AWARDED LEGAL FEES:

In an action by the Landlord to recover possession of the leased premises, including a nonpayment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. If the tenant is the prevailing party, the landlord is obligated to pay the tenant's attorney's fees and costs as awarded by the court.

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23. RETALIATORY EVICTION:

- A. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any lawsuit filed by the tenant against the landlord/agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.
- The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling R unit occupied by the Tenant without following the judicial process authorized in the District of Columbia law to obtain possession of the dwelling unit.

24. WAIVER CLAUSE:

Any waiver of a default hereunder is not to be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

25. TERMINATION/HOLD-OVER (Except Takoma Park):

- A. Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the Landlord/Agent written notice of termination prior to the expiration of the Term such notice must encompass full rental period(s).
- B. If Tenant shall hold over after the expiration of the term of this Lease, tenant shall, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. Tenant shall not give less than 60 days written notice to vacate, to coincide with the end date of the Lease Agreement, or any extension thereof. If the term of the Lease is month to month, the Tenant may give thirty (30) days written notice. Said notice must be received by Agent, if Agent is managing the property, or by days later. Landlord, if Landlord is managing property, by the first day of the month of which the Tenant is to vacate 30
- C. Landlord may give Tenant ninety (90) days notice for Personal Use and Occupancy pursuant to section 501 (D) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. OFFICIAL CODE. § 42-3505.01(d) (Supp. 2008). This notice must be given ninety (90) days prior to the termination of said lease. Landlord shall not receive rent for said Rental Unit which the Housing Provider has repossessed under this subsection during the twelve (12) month period beginning on the date he will recover possession of said Rental Unit.
- D. Failure to vacate the premises after proper notice from Landlord/Agent may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages because of Tenant's holdover occupancy. This lease shall serve as notice of a rent increase of 10.000 % of the last rent charged if Tenant holds over after proper notice.

kr. (Tenant's Initials)



26. MOVE-OUT INSPECTION/SURRENDER OF PREMISES:

- A. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises free of trash and debris; however, Tenant will not paint marks, plaster holes, crevices or cracks; or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same shall be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.
- B. Tenant has the right to be present at the time of inspection if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall provide written notification to Tenant ten (10) days in advance of the time and date when the premises are to be inspected. The inspection date shall occur within three (3) business days before or after the date of intended moving as designated in Tenant's notice.

27. ABANDONED PERSONAL PROPERTY:

Any personal property, which is left on the premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

28. DESTRUCTION:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay. Tenant may be entitled to a reduced rent while repairs are being made.

29. SUBORDINATION:

This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the demised premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof.

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30. ESTOPPEL CERTIFICATE:

Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

31. AGENCY:

The Owner recognizes (Brokerage) as the Agent n/a negotiating this Lease and agrees to pay a leasing fee pursuant to a separate agreement. The Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent.

32. MANAGEMENT:

(Owner) (Agent). In These premises will be managed by Sanders H. Berk, Sally L. Berk payments hereunder made to the Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner must abide by all provisions of Security Deposit Law in the District of Columbia. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable laws.

33. AUTHORIZATION TO INSTALL KEYBOX:

The undersigned Tenant agrees that the Landlord/Agent, during the last 60 days of this Lease Agreement or any extension thereof, may install a Key-Box on the door of said property for the convenience and use of any authorized real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the Tenant and the Landlord/Agent. Tenant agrees for himself/herself, heirs, and assigns to completely indemnify, save and hold harmless said Landlord/Agent and its brokers, salespeople, cooperating brokers, agents, the Greater Capital Area Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key-Box unless occasioned by the negligent omission, commission, fault or other misconduct or violation of law as determined by a court of law.

34. MILITARY CLAUSE:

In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit within 45 days of the date of termination.

If Landlord or spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease term, he/she may terminate the Lease by giving the Tenant ninety (90) days written notice pursuant to the District of Columbia Municipal Regulations Title 14.

Applicant is Military/Diplomat

Landlord is Military/Diplomat

35. NOTICES:

All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address, to the Agent or Landlord at the addresses designated herein, or to such addresses as the parties may designate in writing from time to time.

36. RECEIPTS:

Landlord/Agent agrees to provide to the Tenant a written receipt for payments of rent including remaining unpaid balance if the Tenant pays with cash or a money order.

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2/2018

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37. MISCELLANEOUS:

- A. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- B. If this Lease contains a Lease Option Agreement the lease must state on its face: THIS IS NOT A CONTRACT TO BUY.
- C. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this lease.
- D. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.
- E. This Lease contains the final and entire agreement between the parties hereto and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.
- F. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
- G. Plural can be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that the Tenant is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.
- H. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- I. If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the property. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock must be rekeyed, Tenant agrees to provide the new key to the Landlord or Agent, whichever is managing the property, within 24 hours.
- J. The Seller must disclose pursuant to the requirements of DC Law L20-0135, Air Quality Amendment Act of 2013, information known or that should have been known about the presence of indoor mold contamination, as defined in D.C. Official Code §§ 8-241.01 et seq., in the rental unit or common areas in the previous three (3) years, unless the mold has been remediated by an indoor mold remediation professional certified and licensed by the District. For more information, go to http://ddoe.dc.gov/moldlicensurereas/.

38. EMERGENCY NUMBER:

In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: (202)253-7200

39. LEAD PAINT:

Form #1

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention as well as the District Department of Environment (DDOE) lead disclosure instructions.

40. LANDLORD REQUIREMENTS UNDER HOUSING REGULATIONS OF DC:

Tenant acknowledges receipt from Landlord/Agent of a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 3; Section 101; and Section 106. Any clause or covenant contained in this agreement not in accordance with the amended DC Housing Regulations shall be considered null and void. Rent may not be increased more than once per twelve (12) month period for properties not exempt from rent control.

X A	This property is exem Exemption number:	apt from rent control:		BBL number: in process
	OR			
В	This property is not e Registration number:	xempt from rent control:		BBL number:
	L.K.	(Tenant's Initials)	UK .	(Tenant's Initials)
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2126 Connecticut

41. ADDITIONAL PROVISIONS: Further Provisions and Additions:

1. Landlord agrees to allow Tenant to paint the hallway, kitchen, living room and primary bedroom Benjamin Moore "Grandma's China".

Tenant to pay for said painting.

2. Murphy Bed to be left in unit for Tenant use.

3. Kitchen cabinets: upper cabinets will be secured to wall and warped shelving will be replaced at Landlord expense.

4. Tenant will pay Non-refundable Pet Fee (This is NOT a security deposit) of \$500.00

5. Landlord will have unit fully cleaned prior to April 11, 2024.

6. All parties agree that an escrow account shall be set up for payment for the following months: 6/1/24 thru 3/1/25 (10 months). Escrow

account amount will be \$85,000.00, to be wired to/or cashier's check made out to Landlord and due by May 30, 2024.

7. Beginning on 4/1/25 thru 4/1/26 Tenant will pay monthly rent to Landlord on a monthly basis.

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2126 Connecticut

42. ADDENDUM ATTACHED:

Yes No X

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement:/

DocuSigned by:	3/30/2	2024	Sandy Afmin		3/28/24
Tenamt 2007A463		Date	Landlord		Date
Kevin Roche			Sanders H/ Berk		
— Docusigned by: Lisa Kollu	3/30/	/2024	Still & Derk		3/28/24
USA ROCLU TETRAENE12CE4481		Date	Landlord		Date
Lisa Roche			Sally L. Berk		
			Compass		
Tenant		Date	REALTOR® Firm		
			Ty J Archen		3/29/2024
Tenant	_	Date	Agentesubrazen		Date
			Ty J. Hreben		
Security Deposit Received:	\$ 8,500.00	From		_On	
					Date
First Month's Rent Received:	\$ 8,500.00	From	-	On	
					Date
Pro-Rate Rent Received:	\$ 5,600.00	From		On	
Non-Refundable Petr	2 \$ 500.00	From		on	Date

Guarantors: If box is checked, this Lease Agreement is subject to the signatures of the following individuals, who by their signing, are agreeing to be guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the courts of the District of Columbia in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease. All signatures must be notarized unless witnessed by Landlord/Agent.

	Name of Guarantor	
	Address of Guarantor	-
Date	Signature of Guarantor	Date
	Name of Guarantor	
	Address of Guarantor	
Date	Signature of Guarantor	Date
	Name of Guarantor	
	Address of Guarantor	
Date	Signature of Guarantor	Date
	Date	Address of Guarantor Date Signature of Guarantor Name of Guarantor Address of Guarantor Date Signature of Guarantor Date Signature of Guarantor Name of Guarantor Name of Guarantor Address of Guarantor Name of Guarantor Address of Guarantor Name of Guarantor

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DocuSign

Certificate Of Completion

Envelope Id: 4B4DF20DB0C74334AC23BBFA76B4E465

Subject: Complete with DocuSign: DC and Compass Disclosures TENANTS TO SIGN.pdf, DC Dual Agency Rep and ... Source Envelope: Document Pages: 35 Signatures: 24 Envelope Original

Initials: 21

Document Pages: 35 S Certificate Pages: 5 In AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original 3/28/2024 8:59:56 PM

Signer Events

Ty J Hreben ty@compass.com Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 6/3/2018 4:56:35 PM ID: c333cbf5-6b11-49bc-96ce-0982487b470b

Kevin Roche kcroche1@gmail.com CEO

LHT CONSULTANTS

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 3/30/2024 2:25:10 AM ID: 2180928a-2a64-42a2-9813-fbaba3998fc8

Lisa Roche klroche@mac.com Security Level: Email, Account Authentication (None) Holder: Ty Hreben hreben@aol.com

Signature

Ťý 1 Hreben EB4D7A2C41A

Signature Adoption: Pre-selected Style Using IP Address: 73.132.206.23 Envelope Originator: Ty Hreben hreben@aol.com IP Address: 73.132.206.23

Status: Completed

Location: DocuSign

Timestamp

Sent: 3/29/2024 9:42:59 AM Viewed: 3/29/2024 9:43:14 AM Signed: 3/29/2024 9:43:33 AM

Levin Roche

Signature Adoption: Pre-selected Style Using IP Address: 172.226.33.34 Signed using mobile

-DocuSigned by: Lisa Koclue -5CFDE7D12CE4481...

Signature Adoption: Pre-selected Style Using IP Address: 108.24.135.229

Sent: 3/29/2024 9:43:37 AM Resent: 3/29/2024 6:57:00 PM Viewed: 3/30/2024 2:25:10 AM Signed: 3/30/2024 2:26:28 AM

Sent: 3/30/2024 2:26:33 AM Viewed: 3/30/2024 5:25:45 AM Signed: 3/30/2024 5:27:26 AM

Electronic Record and Signature Disclosure: Accepted: 3/30/2024 5:25:45 AM ID: 13894bc6-be8a-41be-9206-44e0bd2e8f04

In Person Signer Events	Signatur
Editor Delivery Events	Status
Agent Delivery Events	Status
Intermediary Delivery Events	Status
Certified Delivery Events	Status

Timestamp Timestamp Timestamp Timestamp Timestamp

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent Envelope Updated Certified Delivered Signing Complete Completed

Payment Events

Status

Signature

Signature

Status

Hashed/Encrypted Security Checked Security Checked Security Checked Security Checked

Status

Electronic Record and Signature Disclosure

Timestamp

Timestamp

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Timestamps

3/29/2024 9:42:59 AM 3/29/2024 6:56:59 PM 3/30/2024 5:25:45 AM 3/30/2024 5:27:26 AM 3/30/2024 5:27:26 AM

Timestamps

EXHIBIT

New Jersey Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on April 01, 2024 (the "Effective Date") by and between Robert Seiger (the "Landlord") and the following tenants:

Kevin Roche

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a single room, described below, located at 647 Pomona Avenue, Haddonfield, New Jersey 08033 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

Room description: Leasing part of the house . Separate entrance and living space, shared kitchen and amenities

2. Term. This Agreement will begin on April 01, 2024 (the "Start Date") and will terminate on March 31, 2025 (the "Termination Date").

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that Robert Seiger is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Robert Seiger by one of the methods below:

Address: 647 Pomona Avenue, Haddonfield, New Jersey 08033 Telephone: ______ Email: ______

4. Rent. Tenant will pay to Landlord rent in the amount of **\$350.00** (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

Payments should be sent to:

Payment address: 647 Pomona Avenue, Haddonfield, New Jersey 08033, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Personal check
- Money order
- Cashier's check
- Cash

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

5. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

6. Occupants. The only persons who may live on the Property during the term of this Agreement are:

Kevin Roche

Tenant may have guests on the Property for not over 0 consecutive days or 0 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 0 consecutive days or more than 0 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 0 consecutive days or 0 days in a calendar year.

7. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

8. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

9. Furnishings. The following furnishings will be provided by Landlord:

- Sofa
- Bed
- Television

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

10. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

11. Storage. Tenant will be allowed use of the following additional storage:

basement if needed

Tenant will store only personal property Tenant owns, and will not store property claimed by another or in which another has any right, title or interest. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of, or damage to, such stored items.

12. Parking. This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

13. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

14. Pets. No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

15. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

16. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

17. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon

Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry

18. Utilities and Services. Landlord will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

19. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

20. Termination upon Sale of Property. Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 30 days' written notice to Tenant that the Property has been sold.

21. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

22. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he /she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

23. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

24. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

25. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

26. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants'

guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

27. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

28. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

29. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

30. Child Protection Window Guard Option. Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Property 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 Property 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.

31. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

32. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

33. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

34. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

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. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

Robert Seiger 647 Pomona Avenue, Haddonfield, New Jersey 08033

Tenant:

Kevin Roche 647 Pomona Avenue, Haddonfield, New Jersey 08033

Such addresses may be changed from time to time by any party by providing notice as set forth above.

37. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.

38. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, 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 will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

39. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

40. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

42. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

43. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

	Receipt	
		Initials
Tenant Landlord		
Security Deposit:	\$	
Pet Deposit:	\$	
Prorated rent for the Period:	\$	
Prepaid rent for the Period:	\$	
Other Charges or Deposits:	\$	
Total Charges Received:	\$	

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By:

Date:

Robert Seiger 647 Pomona Avenue Haddonfield, New Jersey 08033

Tenant:

By: ____

Kevin Roche

Date:

Lease Agreement Inspection Checklist

Address: 647 Pomona Avenue, Haddonfield, New Jersey 08033

Tenant has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted below:

Satisfactory Comments

Kitchen

Cupboards	
Floor ceiling	
Walls and ceiling	
Counter surfaces	
Stove and oven	
Refrigerator	
Garbage disposal	
Windows	
Doors	
Light fixtures	

Living Room

Floor covering	
Walls and ceiling	
Windows	
Doors	
Light fixtures	

Hallways or Other Areas

Floor covering	
Walls and ceiling	
Closets	
Light fixtures	
Furnace	
Air conditioner	
Patio or deck	
Yard	
Other (specify)	

Tenant:

By:	Date:	
Kevin Roche		

Acknowledged by Landlord:





CHANGE OF ADDRESS ACKNOWLEDGEMENT

An address change has been made for the person listed below. Kindly keep this notice as proof of compliance with N.J.S.A 39:3-36, Notice of Change of Address.

KEVIN C ROCHE

647 POMONA AVENUE

HADDONFIELD, NJ 08033-1909

Confirmation Number: WC202413100000199

DL Number: R60404336308712

Date of Change: 05/10/2024



Save Lives. Get Organ Donor Information.

Customers interested in registering as an organ donor should please visit **njmvc.gov** to register. For more information about organ and tissue donation, please visit: **donatelifenj.org**



Are You Registered to Vote?

Don't forget to register to vote! Visit www.Elections.NJ.gov or call 1-877-NJVOTER.

Don't call. Don't text. JUSTDRIVE.

Texting, talking, using a map basically anything other than driving - is dangerous because it takes your attention away from the road. Studies show that 25% of all accidents involve drivers who use a cell phone. These accidents can result in serious, lifelong injuries and death. Put the phone down and just drive. Visit **justdrive.com** to learn more.



GOVERNMENT OF THE DISTRICT OF COLUMBIA Department of Motor Vehicles



DRIVER LICENSE



EXHIBIT AD 800-631

June 07, 2024

KEVIN CONRY ROCHE 2126 CONNECTICUT AVE NW UNIT#75 WASHINGTON, DC 20008-1701

Driver License Number: 5524188 DOB: 08/13/1971 Sex: M Height: 5-10 Weight: 188 Organ Donor: Yes Veteran: No Selective Service: No



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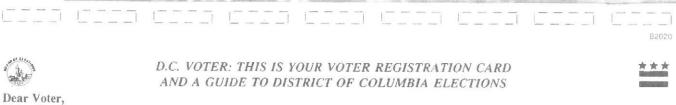
Class: D Issue Date: 06/07/2024 Expiration Date: 07/21/2024

Restrictions: NONE

Endorsements: NONE



The driver license is valid for 45 days and is acceptable until your card arrives in the mail. You should receive your driver license within 15 days. You can check the mailing status of your credential online at https://dc.dmv-portal.com/home If you do not receive your new credential within 15 days, please contact DC DMV directly at dmv.dc.gov/contact-us You may also contact the Citywide Call Center by dialing 311 or (202) 737-4404.



This official voter notification is provided to you as required by District of Columbia law; please review for accuracy. Party changes must be made no later than 21 days before an election. Your Voter Registration is permanent as long as you are a resident of the District of Columbia. If you move out of the District of Columbia, you must register in your new state to continue voting. Please keep your voter record current and up to date.

For information about registering to vote, mail ballots, and vote centers, contact the Board of Elections at 202-727-2525 or visit our website, http://www.dcboe.org.

Partisan Offices:

- · Electors of U.S. President and Vice President
- · Delegate to the U.S. House of Representatives
- · Mayor of the District of Columbia
- Chairman of the D.C. Council
- 4 At-Large Members of the D.C. Council 8 Ward Members of the D.C. Council
- Attorney General
- 2 United States Senators
- United States Representative

· At-Large Member of the State Board of Education 8 Ward Members of the State Board of Education

Non-Partisan Offices:

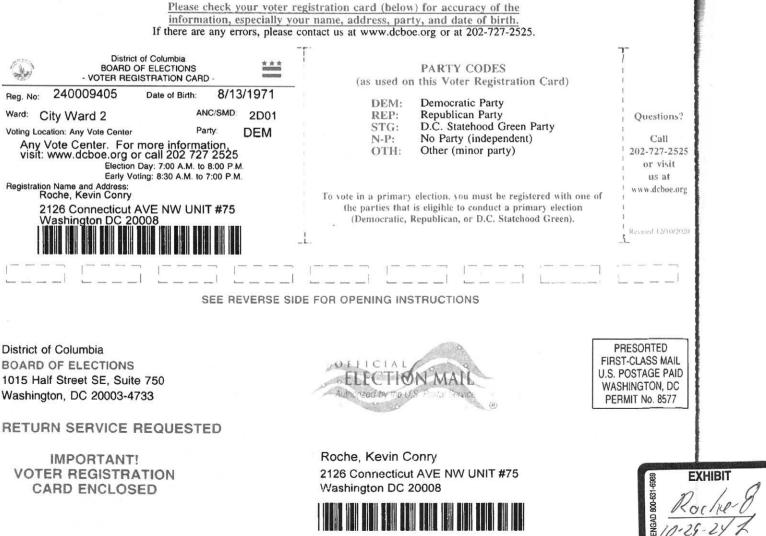
- Advisory Neighborhood Commissioners

Ballot Questions:

- Initiatives Referenda Recalls
 - Charter Amendments Advisory Referenda

Primary Elections are conducted for partisan offices so that voters registered with each major party can choose their party's nominees for offices in the General election.

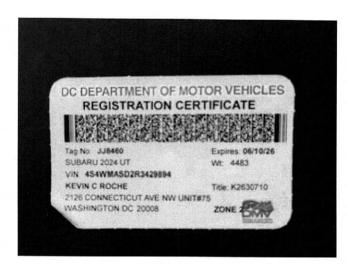
General Elections are conducted to elect candidates for both partisan and non-partisan offices. All registered voters may vote for candidates of any party.





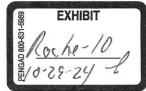
20008\$1729 con4

EXHIBIT EXHIBIT Rocha-9



P. O. Box 4973 Trenton, NJ 08650





Side 1 of 2

Change of Address

Attention customers who pay by check: When you replenish your account, please return this portion with your payment and include your account number on the check. Please make your check payable to E-ZPass.

000652

LISA ROCHE 212 WASHINGTON AVE HADDONFIELD, NJ 08033-3323



Statement Date: 04/16/2024 Account Number: 2000 1626 3164 3 Activity For: 02/15/24 - 04/14/24 Replenishment Method: CASH MINIMUM PAYMENT

WHEN BALANCE IS LOW: \$80.00





Side 1 of 2 Account #: 2000 1626 3164 3 Statement Period: 02/15/24 - 04/14/24 Tag Deposit: \$20.00

Keep your NJ E-ZPass account updated and avoid violation fees. To manage your account, download the official NJ E-ZPass App from the Google Play or Apple App Store, visit the NJ E-ZPass website at <u>www.ezpassni.com</u>, or contact the NJ E-ZPass Customer Service Center at (888) AUTO-TOLL (288-6865). When calling be sure to have your account or tag number available and to be ready to answer your Challenge Question.



NJ E-ZPass strives for continuous improvement for the benefit of our customers and the overall success of the NJ E-ZPass Program. To help us to improve our services, please log in to your account and take the Customer Satisfaction Survey located under the Take our Survey link.

POSTING	TRANSACTION	TAG NUMBER	1	1	ENTRY		T	EXIT			1 1		
DATE	DATE	/PLATE	AGENCY	PLAZA	DATE	TIME	PLAZA	DATE	TIME	PLAN	CL	AMOUNT	BALANCE
02/15/24	02/15/24	Service Fee										\$1.00	-\$4.02
02/17/24	02/17/24	Prepaid Payment					220 00					\$50.00	\$45.98
02/17/24	02/17/24	02215426967	DRBA				DMB	02/17/24	09:41	STANDARD	1	\$4.75	\$41.23
02/21/24	02/20/24	02215426967	DRPA				BFB	02/20/24	11:36	STANDARD	2	\$5.00	\$36.23
02/28/24	02/28/24	02215426967	NJTP	4	02/28/24	08:00	11	02/28/24	08:49	STANDARD	1	\$6.27	\$29.96
02/28/24	02/28/24	02215426967	NJTP	11	02/28/24	15:37	4	02/28/24	16:28	STANDARD	1	\$4.70	\$25.26
03/07/24	03/07/24	Prepaid Payment										\$50.00	\$75.26
03/07/24	03/07/24	02215426967	DRBA				DMB	03/07/24	09:55	STANDARD	1	\$4.75	\$70.51
03/07/24	03/07/24	02215426967	MdTA				952	03/07/24	10:46	STANDARD	2	\$1.19	\$69.32
03/07/24	03/07/24	02215426967	MdTA				BHT	03/07/24	10:55	STANDARD	2	\$4.00	\$65.32
03/08/24	03/08/24	02215426967	MdTA				BHT	03/08/24	12:00	STANDARD	2	\$4.00	\$61.32
03/08/24	03/08/24	02215426967	MdTA				951	03/08/24	12:09	STANDARD	2	\$1.19	\$60.13
03/09/24	03/07/24	02215426967	DelDOT				D95	03/07/24	10:07	STANDARD	2	\$4.00	\$56.13
03/09/24	03/08/24	02215426967	MdTA				JFK	03/08/24	12:38	STANDARD	2	\$8.00	\$48.13
03/10/24	03/08/24	02215426967	DelDOT				D95	03/08/24	12:55	STANDARD	2	\$4.00	\$44.13
03/11/24	03/07/24	02215426967	VDOT	LRS	03/07/24	13:59	175	03/07/24	14:27	STANDARD	2	\$19.50	\$24.63
03/12/24	03/08/24	02215426967	VDOT	17N	03/08/24	10:43	WDC	03/08/24	11:16	STANDARD	2	\$15.10	\$9.53
03/12/24	03/12/24	Prepaid Payment										\$25.00	\$34.53
03/12/24	03/12/24	02215426967	DRBA				DMB	03/12/24	08:42	STANDARD	1	\$4.75	\$29.78
03/12/24	03/12/24	02215426967	MdTA				952	03/12/24	09:36	STANDARD	2	\$1.19	\$28.59
03/12/24	03/12/24	02215426967	MdTA				BHT	03/12/24	09:45	STANDARD	2	\$4.00	\$24.59
03/13/24	03/12/24	02215426967	MdTA				BHT	03/12/24	17:23	STANDARD	2	\$4.00	\$20.59
03/13/24	03/12/24	02215426967	MdTA				JFK	03/12/24	18:00	STANDARD	2	\$8.00	\$12.59
03/13/24	03/12/24	02215426967	MdTA			0	951	03/12/24	17:36	STANDARD	2	\$1.54	\$11.05
03/14/24	03/13/24	02215426967	DRPA				WWB	03/13/24	16:28	STANDARD	2	\$5.00	\$6.05
03/14/24	03/12/24	02215426967	DelDOT				D95	03/12/24	18:15	STANDARD	2	\$4.00	\$2.05
03/14/24	03/12/24	02215426967	DelDOT				D95	03/12/24	08:53	STANDARD	2	\$4.00	-\$1.95
03/15/24	03/15/24	Service Fee								en dia dia	~	\$1.00	-\$2.95
03/15/24	03/15/24	Prepaid Payment										\$70.00	\$67.05
03/16/24	03/15/24	02215426967	DRPA				WWB	03/15/24	16:56	STANDARD	2	\$5.00	\$62.05
03/16/24	03/16/24	02215426967	DRBA				DMB	03/16/24	07:37	STANDARD	1	\$4.75	\$57.30
03/16/24	03/16/24	02215426967	MdTA				BHT	03/16/24	08:34	STANDARD	2	\$4.00	\$53.30
03/17/24	03/16/24	02215426967	MdTA				951	03/16/24	19:50	STANDARD	2	\$1,19	\$52.11
03/17/24	03/16/24	02215426967	MdTA				BHT	03/16/24	19:41	STANDARD	2	\$4.00	\$48.11
03/17/24	03/16/24	02215426967	MdTA				JFK	03/16/24	20:14	STANDARD	2	\$8.00	\$40.11
03/20/24	03/16/24	02215426967	VDOT	BEL	03/16/24	09:26	175	03/16/24	09:48	STANDARD	2	\$11.30	\$28.81
03/20/24	03/16/24	02215426967	VDOT	17N	03/16/24	17:44	WDC	03/16/24	18:18	STANDARD	2	\$28.00	\$0.81
04/05/24	04/05/24	Prepaid Payment										\$25.00	\$25.81
04/06/24	04/05/24	02215426967	DRPA				WWB	04/05/24	12:01	STANDARD	2	\$5.00	\$20.81
04/06/24	04/06/24	02215426967	BCBC				BBB	04/06/24	14:04	STANDARD	1	\$3.00	\$17.81
						_						45.00	(Con

(Cont.)

New Jersey E-ZPass Service Center: P.O. Box 4973, Trenton, NJ 08650 website: www.ezpassnj.com Phone: (888) AUTO-TOLL (288-6865) Fax: (973) 368-1505

WHY NOT SWITCH TO CREDIT CARD REPLENISHMENT?

There are many advantages to replenishing your E-ZPass account with a credit card.

- No tag deposit is required. .
- It's automatic. As long as your credit card account is in good standing, your • E-ZPass balance will never run out.

CALL (888) AUTO-TOLL (288-6865) and speak to a **Customer Service Representative**



New Jersey Service Center

Side 2 of 2

E-ZPass Account #: 2000 1626 3164 3

POSTING	TRANSACTION	TAG NUMBER		ENTRY	1		EXIT					
DATE	DATE	/PLATE	AGENCY	PLAZA DATE	TIME	PLAZA	DATE	TIME	PLAN	CL	AMOUNT	BALANCE
04/11/24	04/11/24	02215426967	DRBA			DMB	04/11/24	12:58	STANDARD	1	\$4.75	\$13.06
04/12/24	04/11/24	02215426967	MdTA			952	04/11/24	13:56	STANDARD	2	\$1.19	\$11.87
04/13/24	04/11/24	02215426967	MdTA			BHT	04/11/24	14:04	STANDARD	2	\$4.00	\$7.87
04/13/24	04/11/24	02215426967	DelDOT			D95	04/11/24	13:11	STANDARD	2	\$4.00	\$3.87

PREPAID TOLL BALA	NCE
Beginning Balance	-\$3.02
Tolls, Non-Tolls and Fees	\$213.11
Payments and Credits	\$220.00
Ending Balance	\$3.87

Thank you for using E-ZPass

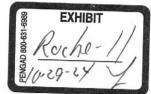
Plaza Descriptions:

- 11 GSP/Woodbridge/The Amboys - Camden/Philadelphia/NJ Aguarium 951 - I-95 Northbound ETL 4 BBB - Burlington Bristol Br
- BHT Baltimore Harbor Tunnel
- JFK I-95 JFK Memorial Highway
- WWB Walt Whitman Br
- 17N Route 17 / I-95
- BEL Fort Belvoir North Area
- D95 Newark Plaza
- LRS 95 Express Start (Near SR 236)

- 17S Route 17 / I-95
- 952 I-95 Southbound ETL
- BFB Ben Franklin Br
- DMB Delaware Memorial Br
 - WDC Washington DC

P. O. Box 4973 Trenton, NJ 08650

New Jersey Service Center



Statement Date: 06/16/2024

Account Number: 2000 1626 3164 3

Side 1 of 2

Change of Address

Attention customers who pay by check: When you replenish your account, please return this portion with your payment and include your account number on the check. Please make your check payable to *E-ZPass*.

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000642

LISA ROCHE 2126 CONNECTICUT AVENUE, NW APT 75 WASHINGTON, DC 20008-1701

11

Activity For: 04/15/24 - 06/14/24 Replenishment Method: CASH <u>MINIMUM PAYMENT</u> <u>WHEN BALANCE IS LOW:</u> \$80.00



E·ZPass'

New Jersey Service Center

Side 1 of 2 Account #: 2000 1626 3164 3 Statement Period: 04/15/24 - 06/14/24 Tag Deposit: \$20.00

Keep your NJ E-ZPass account updated and avoid violation fees. To manage your account, download the official NJ E-ZPass App from the Google Play or Apple App Store, visit the NJ E-ZPass website at <u>www.ezpassni.com</u>, or contact the NJ E-ZPass Customer Service Center at (888) AUTO-TOLL (288-6865). When calling be sure to have your account or tag number available and to be ready to an<u>swer your</u> Challenge Question.



NJ E-ZPass strives for continuous improvement for the benefit of our customers and the overall success of the NJ E-ZPass Program. To help us to improve our services, please log in to your account and take the Customer Satisfaction Survey located under the Take our Survey link.

POSTING	TRANSACTION	TAG NUMBER			ENTRY			EXIT					
DATE	DATE	/PLATE	AGENCY	PLAZA	DATE	TIME	PLAZA	DATE	TIME	PLAN	CL	AMOUNT	BALANCE
04/15/24	04/15/24	Service Fee										\$1.00	\$2.87
04/19/24	04/19/24	Prepaid Payment										\$80.00	\$82.87
04/20/24	04/20/24	02215426967	DRBA				DMB	04/20/24	17:08	STANDARD	1	\$4.75	\$78.12
04/21/24	04/20/24	02215426967	MdTA					04/20/24	10:21	STANDARD	2	\$1.19	\$76.93
04/21/24	04/20/24	02215426967	MdTA				952	04/20/24	17:59	STANDARD	2	\$1.19	\$75.74
04/22/24	04/20/24	02215426967	MdTA				BHT	04/20/24	18:08	STANDARD	2	\$4.00	\$71.74
04/22/24	04/20/24	02215426967	MdTA				BHT	04/20/24	10:11	STANDARD	2	\$4.00	\$67.74
04/22/24	04/20/24	02215426967	MdTA				JFK	04/20/24	10:48	STANDARD	2	\$8.00	\$59.74
04/23/24	04/20/24	02215426967	DelDOT				D95	04/20/24	11:04	STANDARD	2	\$4.00	\$55.74
04/23/24	04/20/24	02215426967	DelDOT				D95	04/20/24	17:20	STANDARD	2	\$4.00	\$51.74
04/30/24	04/25/24	02215426967	VDOT	PEN	04/25/24	13:53	17S	04/25/24	14:26	STANDARD	2	\$29.50	\$22.24
05/02/24	04/28/24	02215426967	VDOT	17N	04/28/24	14:15	PEN	04/28/24	14:46	STANDARD	2	\$26.10	-\$3.86
05/07/24	05/07/24	Prepaid Payment										\$83.86	\$80.00
05/15/24	05/15/24	Service Fee										\$1.00	\$79.00
05/18/24	05/18/24	02215426967	NJTP	6	05/18/24	16:07	4	05/18/24	16:24	STANDARD	1	\$4.33	\$74.67
05/18/24	05/18/24	02215426967	MdTA				FMT	05/18/24	12:08	STANDARD	2	\$4.00	\$70.67
05/18/24	05/18/24	02215426967	MdTA				951	05/18/24	12:13	STANDARD	2	\$1.54	\$69.13
05/19/24	05/19/24	02215426967	DRBA .				DMB	05/19/24	12:24	STANDARD	1	\$4.75	\$64.38
05/19/24	05/19/24	02215426967	MdTA				952	05/19/24	13:20	STANDARD	2	\$1.19	\$63.19
05/20/24	05/18/24	02215426967	DelDOT				D95	05/18/24	12:58	STANDARD	2	\$4.00	\$59.19
05/20/24	05/18/24	02215426967	MdTA				JFK	05/18/24	12:42	STANDARD	2	\$8.00	\$51.19
05/21/24	05/19/24	02215426967	DelDOT				D95	05/19/24	12:39	STANDARD	2	\$4.00	\$47.19
05/21/24	05/19/24	02215426967	MdTA				BHT	05/19/24	13:28	STANDARD	2	\$4.00	\$43.19
05/29/24	05/29/24	02215426967	DRBA				DMB	05/29/24	08:54	STANDARD	1	\$4.75	\$38.44
05/29/24	05/29/24	02215426967	MdTA				FMT	05/29/24	09:54	STANDARD	2	\$4.00	\$34.44
05/30/24	05/26/24	02215426967	VDOT	LTN	05/26/24	18:29	PEN	05/26/24	18:38	STANDARD	2	\$7.40	\$27.04
05/30/24	05/28/24	02215426967	DelDOT	2			D95	05/28/24	14:12	STANDARD	2	\$4.00	\$23.04
05/30/24	05/28/24	02215426967	MdTA				JFK	05/28/24	13:58	STANDARD	2	\$8.00	\$15.04
05/30/24	05/28/24	02215426967	MdTA				BHT	05/28/24	13:25	STANDARD	2	\$4.00	\$11.04
05/31/24	05/27/24	02215426967	VDOT	LTN	05/27/24	15:03	PEN	05/27/24	15:12	STANDARD	2	\$11.10	-\$0.06
05/31/24	05/29/24	02215426967	DelDOT				D95	05/29/24	09:05	STANDARD	2	\$4.00	-\$4.06
06/04/24	05/31/24	02215426967	VDOT	SST	05/31/24	15:27	SST	05/31/24	15:27	STANDARD	2	\$6.25	-\$10.31
06/11/24	06/11/24	Prepaid Payment										\$25.00	\$14.69

PREPAID TOLL BALA	NCE
Beginning Balance	\$3.87
Tolls, Non-Tolls and Fees	\$178.04
Payments and Credits	\$188.86
Ending Balance	\$14.69

New Jersey E-ZPass Service Center: P.O. Box 4973, Trenton, NJ 08650 website: www.ezpassnj.com Phone: (888) AUTO-TOLL (288-6865) Fax: (973) 368-1505

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New Jersey Service Center

Side 2 of 2

Thank you for using E-ZPass

Plaza Descriptions:

17N - Route 17 / I-95

- 6 PA Turnpike/Florence
- BHT Baltimore Harbor Tunnel
- FMT Fort McHenry Tunnel

PEN - Pentagon / Eads St / Route 27 St

17S - Route 17 / I-95

951 - I-95 Northbound ETL

D95 - Newark Plaza

- JFK I-95 JFK Memorial Highway
- SST Sycamore Street

- E-ZPass Account #: 2000 1626 3164 3
- 4 Camden/Philadelphia/NJ Aquarium

952 - I-95 Southbound ETL

- DMB Delaware Memorial Br
- LTN Lorton Rd SR 642 via I-95