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Attorney for Debtor

IN THE MATTER OF:

MOUNT HOLLY HOSPITALITY, LLC,

DEBTOR.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

CASE NO.: 18-34029 (CMG)
CHAPTER 11

**Notice of Motion Authorizing the Sale of
Real Property Pursuant to 11 U.S.C. 363
Notwithstanding Liens and
Encumbrances**

Please take notice that on March 12, 2019 at 10:00 a.m. in the forenoon or as soon thereafter as counsel may be heard, the undersigned attorney for the above named Chapter 11 Debtor In Possession will move before the Honorable Christine M. Gravelle, United States Bankruptcy Court for the District of New Jersey for an Order Authorizing the Sale of Real Property Notwithstanding Liens and Encumbrances of the Debtors identifiable as 13 Juliustown Road, Browns Mills, New Jersey 08015.

Please take further notice that in support of the motion, the undersigned will rely upon the certification of counsel submitted herewith.

Please take further notice that objections to Debtors' motion, if any, shall be filed with the Clerk of the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, New Jersey 08608 and simultaneously served upon EUGENE D. ROTH, ESQUIRE, as counsel for the Debtor, at Valley Park East, 2520 Highway 35, Suite 307, Manasquan, New Jersey 08736. If no responsive pleading is filed, the Court may enter the relief requested on the papers submitted.

A proposed form of order is annexed hereto.

DATED: 02/15/2019

/s/ Eugene D. Roth, Esq
Eugene D. Roth, Esq

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Certification in Support of Motion to Sell

Rishi Shah, of full age hereby certifies and says:

1. I am the managing member of the Debtor in the above captioned Chapter 11 case and as such am fully familiar with the facts contained herein. I make this certification in support of the Debtor's Motion Authorizing the Sale of Real Property Notwithstanding Liens and Encumbrances ("Motion to Sell").

2. On February 5, 2019 the Debtor entered into a Contract of Sale with Star Hospitality, LLC (the "Contract") to sell the Debtor's real property located at 13 Juliustown Road, Browns Mills, New Jersey 08015 (the "Property"). A copy of the Contract is annexed to this certification as Exhibit "A". The Debtor and the members of the Debtor are neither related to nor have any affiliation whatsoever with the Buyer or its members.

3. This petition was filed by the Debtor on the eve of a Sheriff's Sale by the sole mortgagee on the Debtor's Property, TD Bank, N.A ("TD Bank").

4. After negotiations with the secured creditor, TD Bank has agreed to accept the sum of \$700,000 from the sale of the property and will discharge its mortgage. The remaining proceeds will be paid to any subordinate lienholders in accordance their priority.

5. The sale of the property free and clear of liens is in the best interest of all creditors, as the alternative would be to allow TD Bank to proceed with its foreclosure on the Debtor's primary asset to the sole benefit of TD Bank.

6. For all the forgoing reasons, it is respectfully submitted that the Court grant the Debtor's Motion Authorizing the Sale of Real Property Notwithstanding Liens and Encumbrances.

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

Dated: 02/15/2019

/s/ Rishi Shah
Rishi Shah

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this 15th day of February, 2019 by and between **MOUNT HOLLY HOSPITALITY LLC, DEBTOR-IN-POSSESSION**, a New Jersey limited liability company, Debtor-In-Possession (“**DIP**”) whose address is 459 Route 38 West, Maple Shade, New Jersey 08052 (“**Seller**”) and **STAR HOSPITALITY LLC** a New Jersey Limited Liability Company, and/or its assignee(s) or nominee(s) whose address is 735 Hwy 35 N, Ocean Township, NJ 07712 (“**Buyer**”). This Agreement is to be effective as of the date this Agreement has been executed and delivered by the last party to sign, as is evidenced by the dates under the respective signatures of Seller and Buyer on the execution page of this Agreement (the “**Effective Date**”).

RECITALS:

A. Seller is the owner in fee of that certain tract and parcel of land having an address at 13 Juliustown Road, Browns Mills, New Jersey 08015, being known and designated as Block 539, Lot 15.01 on the Tax Map of the Township of Pemberton, County of Burlington, State of New Jersey and more particularly described by metes and bounds in Exhibit “A” attached hereto (the “**Land**”).

B. There is located on the Land motel buildings containing 93 motel units and a motel office comprising approximately 1000 square feet (the “**Buildings**”) (sometimes collectively referred to with the Land as the “Property”).

C. One or more motel units have been leased to occupants in accordance with terms and provisions contained in certain weekly leases to which the Property is being purchased subject to (collectively, the “**Leases**”).

D. Buyer has agreed to purchase from Seller, and Seller has agreed to sell and convey to Buyer the Land, the Buildings, the Leases and associated site improvements, all in accordance with the terms and conditions hereinafter set forth.

E. The parties stipulate and agree that the sale of the Property, Leases and associated site improvements by the Seller to the Buyer is a private sale which is not subject to higher and better offers.

NOW, THEREFORE, in consideration of the **RECITALS**, which are incorporated into this Agreement, and the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** In addition to the terms defined in the body of this Agreement, the following terms shall have the meanings set forth below:

“**Business Day**” shall mean any day other than a Saturday, Sunday, or a federal holiday recognized by the Federal Reserve Bank of New York.

“**Buyer Party**” or “**Buyer Parties**” shall mean any employee, attorney, broker, contractor, agent or representative of Buyer.

“**Claim**” or “**Claims**” shall mean any and all suits, actions, causes of action, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs of any type or nature, whether direct or indirect, known or unknown, foreseen or unforeseen, including, without limitation, reasonable attorneys’ and experts’ fees and costs of investigation.

“**Governmental Authority**” shall mean any federal, state, county or municipal government, or political subdivision thereof, any governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court or administrative tribunal.

“**Permitted Exceptions**” shall mean: (a) the lien of taxes and assessments not yet due and payable, (b) all exceptions, exclusions and other matters disclosed by the Title Commitment, except as set forth below, (c) printed exceptions from coverage on ALTA Title Commitments and policies standard in the state where the Property is located, (d) present or future laws, ordinances, rules, orders and regulations of any Governmental Authority, including, without limitation, any terms or conditions of the issuance of any Permits, (e) encumbrances caused by the Buyer and any Buyer Party, and (f) covenants, conditions, easements, restrictions and other matters of record which do not materially and adversely affect the ability of Buyer to use the Property for the operation of a pallet manufacturing business.

“**Person**” shall mean any individual, partnership, corporation, limited liability company, trust or other legal entity.

“**Seller’s Party**” or “**Seller’s Parties**” shall mean Seller, any director of Seller, as well as any officer, employee, attorney, broker, contractor, agent or representative of Seller.

“**Title Insurance Policy**” means a standard 2006 ALTA owner’s policy of title insurance, in form customary in the jurisdiction where the Property is located, showing title to the Property to be vested in Buyer, subject only to the Permitted Exceptions.

1.2 **Terms Generally.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires, (a) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or provision, (b) the words “including” and “include” and other words of similar import shall be deemed to be followed by the phrase “without limitation”. Whenever the context may require, any defined term or provision used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of defined terms, pronouns or nouns shall include the plural and vice versa.

ARTICLE II CONVEYANCE

2.1 **The Property.** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions hereinafter set forth, and subject to the limitations hereinafter described, the following (collectively, the "**Property**"):

(a) The Land, together with (i) any strips and gores adjacent to the Land and any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, adjacent to or adjoining the Land, to the center line thereof and (ii) all of the easements, rights, privileges and appurtenances belonging or in any way pertaining to the Land;

(b) All of Seller's right, title and interest in and to the Building and all other improvements and fixtures located on the Land (collectively, the "**Improvements**") The Land and Improvements shall sometimes be referred to as the "**Real Property**"; and

(c) All of Seller's right, title and interest in and to the Leases to which the Property is being purchased subject to.

ARTICLE III PURCHASE PRICE

3.1 **Purchase Price.** The purchase price for the Property shall be **SEVEN HUNDRED TWENTY FIVETHOUSAND AND 00/100 DOLLARS (\$725,000.00) U.S. Dollars** (the "**Purchase Price**").

3.2 **Payment of Purchase Price.** The Purchase Price shall be paid by Buyer as follows:

(a) **TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) U.S. Dollars** (the "**Deposit**") delivered upon execution of this Agreement by check, subject to collection, payable to the trust account of Escrow Agent (as hereinafter defined), to be held by Escrow Agent in accordance with the terms of Article IV hereof; and

(b) **SEVEN HUNDREDTHOUSAND AND 00/100 (\$700,000.00) U.S. Dollars** (the "**Balance**") due at Closing by wire transfer of immediately available funds to an account designated by Seller.

3.3 **Contingency.**

Bankruptcy Court Approval - This Agreement is contingent upon the entry of an unappealable order authorizing the sale of the Property by the United States Bankruptcy Court for the District of New Jersey ("Bankruptcy Court"). The Motion to Sell Real Property filed with

the Bankruptcy Court in the Sellers pending Chapter 11 Bankruptcy Case, filed under Case No.18-34029-CMG , will provide that the sale by the Seller to the Buyer is a private sale, which is not subject to higher and better offers.

ARTICLE IV DEPOSIT

4.1 **The Deposit.** The Deposit shall be deemed to be payable to Seller by payment thereof to CALZARETTO & BERNSTEIN, LLC, Attorney Trust (IOLTA) Account (“**Escrow Agent**”), which amount shall be deposited in an non-interest bearing account until the earlier of: (a) the Closing; or (b) such time as Buyer or Seller shall be entitled to the Deposit pursuant to the provisions of this Agreement and upon either of the same occurring, Escrow Agent shall pay such amount to the party entitled thereto. Escrow Agent shall not pay the Deposit to either party (other than payment at the conclusion of Closing) unless both (i) the party claiming to be entitled thereto gives notice of such entitlement to Escrow Agent and to the other party, including an affidavit containing the facts on which such claim is based, and (ii) the other party does not, within ten (10) days of such notice, give notice to Escrow Agent that the claim of the first party is disputed. If Escrow Agent receives notice within such 10-day period that the Claim of entitlement is disputed, Escrow Agent shall continue to hold the Deposit in escrow and shall not pay such amount to either party until such dispute is finally resolved by written agreement signed by both Seller and Buyer or by final non-appealable judgment pursuant to law of a court of competent jurisdiction. However, Escrow Agent shall also have the right to, and if required by Seller or Buyer will, at any time after a Claim of entitlement is disputed, deposit the Deposit with a court of competent jurisdiction, in which event Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

ARTICLE V TITLE

5.1 **Quality of Title.** At the Closing, Seller shall convey good and marketable title to the Property to the Buyer such as would be insurable by a reputable, New Jersey licensed title company of its choice (the “**Title Company**”), subject only to Permitted Exceptions and those exceptions to which Purchaser does not object pursuant to Section 5.3 hereof.

5.2 **Right to Pay Off Monetary Encumbrances.** Seller shall have the right to pay off any monetary encumbrances against the Property on the Closing Date out of the cash then payable provided (i) recordable instruments of release or discharge of such encumbrances in form and substance reasonably satisfactory to Buyer’s counsel are delivered to the Title Insurer at the Closing and the Title Insurer agrees to remove such encumbrances from the title policy which will be issued for the Property, or (ii) if the holder of the monetary encumbrance is an institutional lender, a payoff letter in form and substance reasonably satisfactory to Buyer’s counsel is delivered to the Title Insurer at the Closing and the Title Insurer agrees to remove such encumbrance from the title policy which will be issued for the Property. If a payoff letter is delivered at the Closing, Seller shall, as promptly as practicable after the Closing, cause the

lender to deliver to Buyer a recordable instrument of discharge or release of the encumbrance in form reasonably satisfactory to Buyer's counsel.

5.3 **Title Defects.** Buyer shall furnish to Seller within twenty (20) days after the Effective date, a copy of Buyer's title report, together with a statement specifying any defects in title and/or the survey which are not Permitted Exceptions ("**Buyer's Statement**"). Seller shall notify Buyer within five (5) business days after receipt of Buyer's Statement whether Seller will remove such defects. If Seller does not agree to remove any such defects, Buyer shall have the right, by notice given to Seller and Escrow Agent within ten (10) business days after receipt of Seller's notice, either to (a) waive the defect and close title without abatement or reduction of the Purchase Price, or (b) terminate this Agreement and obtain a refund of the Deposit. Upon such refund neither party shall have any further liability to the other hereunder. Nothing contained in this Agreement shall be deemed to require Seller to take or bring any action or proceeding or any other steps to remove any defect in title or expend monies therefor, nor shall Buyer have any right of action against Seller therefor, at law, or in equity, for damages or specific performance for Seller's inability to convey title in accordance with the provisions of this Agreement, except for defects that Seller agrees to remove pursuant to this Section 5.3.

ARTICLE VI DUE DILIGENCE PERIOD

6.1 **Due Diligence Period.** Waived.

6.2 Upon execution of this Agreement, Seller shall deliver to Buyer copies of all pertinent information in its possession which it has with regard to the Property.

ARTICLE VII CONDITIONS TO CLOSING

7.1 **Conditions to Buyer's Obligation to Close.** Buyer's obligation to purchase the Property is subject to the satisfaction of the following conditions precedent:

(a) This Agreement shall be in full force and effect and there shall not then exist any event which would allow Buyer to terminate this Agreement pursuant to the express terms hereof; and

(b) Seller shall have complied, in all material respects, with its obligations under this Agreement.

7.2 **Conditions to Seller's Obligation to Close.** Seller's obligation to sell the Property is subject to the satisfaction of the following conditions precedent:

(a) This Agreement shall be in full force and effect and there shall not then exist any event which would allow Seller to terminate this Agreement pursuant to the express

terms hereof;

(b) Buyer shall have complied, in all material respects, with its obligations under this Agreement;

(c) Seller shall be able to assign any and all existing merchant leases to the Buyer at Closing.

(d) Entry of an unappealable order authorizing the sale of the Property and Leases by the Bankruptcy Court.

ARTICLE VIII CLOSING

8.1 **Closing and Closing Date.** The closing of the conveyance of the Property by Seller to Buyer (the "**Closing**") shall take on or before thirty (30) days from the date of the unappealable order authorizing the sale of the Property by the United States Bankruptcy Court issued by such Court in the vicinage where the Seller's Bankruptcy proceedings is decided and shall take place at the offices of the Buyer's attorney, Buyer's title company or on such other date to which Seller and Buyer may mutually agree to in writing. In the alternative, Closing may take place via mail, provided however, that Seller provides all Closing deliveries to the Title Company three (3) days prior to the Closing. The date and time of Closing are herein referred to as the "**Closing Date**".

ARTICLE IX CLOSING DELIVERIES AND COSTS

9.1 **Deliveries.** At the Closing, Seller shall deliver to Buyer the following documents:

(a) duly executed Deed of Bargain and Sale with Covenant Against Grantor's Acts for the Land and the Improvements in proper statutory form for recordation;

(b) duly executed Affidavit of Consideration for Use by Seller (Form RTF-1);

(c) duly executed Affidavit of Title in form reasonably acceptable to the Title Company and typically used by national title insurance companies doing business in Burlington County, New Jersey;

(d) duly executed Certificate of Non-Foreign Status in the form required by Internal Revenue Code Section 1445 and the regulations promulgated thereunder. Such certificate shall be retained by Buyer and will be made available to the Internal Revenue Service upon request;

(e) such other documents and instruments as the Title Company may reasonably request to insure title to the Real Property, subject to Permitted Exceptions;

(f) duly executed joint Closing Statement showing all closing prorations (the "**Closing Statement**");

(g) documentation to establish to Buyer's reasonable satisfaction the due authorization of Seller's execution of all documents contemplated by this Agreement; and

(h) Assignment and Assumption Agreement with respect to the Leases in form agreed to be the parties prior to the Closing Date.

9.2 **Documents to be Delivered by Buyer.** On the Closing Date, Buyer shall deliver to Seller the following documents:

(a) such other documents and instruments as the Title Company may reasonably request to insure title to the Real Property, subject to the Permitted Exceptions; and

(b) duly executed Affidavit of Consideration for Use by Buyer (Form RTF-1BB).

(c) A duly executed joint Closing Statement showing all closing prorations (the "**Closing Statement**");

(d) Assignment and Assumption Agreement with respect to the Leases.

9.3 **Seller's Costs.** Seller shall pay the realty transfer fee and the 1% fee imposed on buyers pursuant to Chapter 33, Laws of 2006 of the State of New Jersey (the so-called "commercial mansion tax") in respect of the conveyance of the Property. Seller shall pay the fees and costs of its attorneys incurred in connection herewith. Seller shall further pay any recording costs payable in respect of the discharge at the Closing of any mortgage, financing statement or security instrument affecting the Property.

9.4 **Buyer's Costs.** Buyer shall pay title insurance premiums, search costs, survey costs, recording fees in respect of the Deed and any mortgage financing, the title company's closing fee, costs of its attorneys incurred in connection herewith.

ARTICLE X REPRESENTATIONS AND WARRANTIES

10.1 **Representations and Warranties of Seller.** Subject to the provisions of

Sections 10.2 and 10.3, Seller hereby represents and warrants to Buyer that, as of the Effective Date:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey;

(b) The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or prior to Closing will be duly authorized by all necessary limited liability company action on the part of Seller;

(c) The person executing this Agreement on behalf of Seller is authorized to do so;

(d) There are no actions, suits or proceedings pending with respect to the Property or Seller which would materially and adversely affect the ability of Seller to perform its obligations hereunder;

(e) **Seller has presently (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors,(ii) caused, suffered or consented to the appointment of a trustee, receiver, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of its creditors; and**

(f) The execution and delivery of this Agreement and the performance of Seller's obligations hereunder shall not conflict with, violate, constitute a default under or result in a breach of any provisions of any agreement to which Seller is a party or conflict with or violate any judgment, order, writ, injunction or decree binding on Seller or the Property.

10.2 **As of Effective Date.** Each of the representations and warranties of Seller contained in this Section is made as of the Effective Date, and shall be true in all material respects as of the Closing Date but shall not survive the Closing.

10.3 **Waiver.** If Buyer, with knowledge of (i) a default in any of the covenants, agreements or obligations to be performed by Seller under this Agreement and/or (ii) any breach or inaccuracy in any representation or warranty of Seller made in this Agreement, nonetheless elects to proceed to Closing, then, upon the consummation of Closing, Buyer shall be deemed to have waived any such default and/or breach or inaccuracy and shall have no Claim against Seller with respect thereto.

10.4 **Representations and Warranties of Buyer.** Buyer represents and warrants that:

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey;

(b) The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or prior to Closing will be duly authorized by all necessary limited liability company action on the part of Buyer;

(c) The person executing this Agreement on behalf of Buyer is authorized to do so;

(d) There are no actions, suits or proceedings pending against Buyer which would materially and adversely affect the ability of Buyer to perform its obligations hereunder;

(e) The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder shall not conflict with, violate or constitute a default under or result in a breach of any provisions of any agreement to which Buyer is a party or conflict with or violate any judgment, order, writ, injunction or decree binding on Buyer.

10.5 **Effective As of Closing Date.** Each of the representations and warranties of Buyer contained in the foregoing Section 10.4 is made on the Effective Date, and shall be true in all material respects as of the Closing Date but shall not survive Closing.

ARTICLE XI CONDEMNATION AND CASUALTY

11.1 **Condemnation.** If, prior to the Closing Date, all or any Significant Portion (as hereinafter defined) of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof. If Seller so notifies Buyer, either Buyer or Seller may terminate this Agreement by giving notice to the other not later than ten (10) calendar days after the giving of Seller's notice, in which event this Agreement shall terminate effective as of the date of such party's receipt of such notice, whereupon the Deposit shall be refunded to Buyer and neither party shall have any further obligation to the other party hereto, with the exception of those obligations which expressly survive the termination of this Agreement. For purposes of this Agreement, the term "**Significant Portion**" shall mean twenty-five percent (25%) or more of aggregate area of the Land or a portion of the Land containing in excess of twenty-five percent (25%) of the parking spaces located on the Land on the date hereof. If neither Buyer nor Seller elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, Buyer shall be entitled to receive and keep all awards for the taking of the Land or such portion thereof and Seller shall pay to Buyer at Closing all or any portion of such award received by Seller prior to Closing. If an "insignificant portion" (i.e., anything other than a Significant Portion) of the Land is taken by eminent domain (or becomes the subject of a pending taking), then neither Seller nor Buyer shall have the right to terminate this Agreement and Seller, at the Closing, shall assign to Buyer all of its right, title and interest

in and to any award payable in respect of the taking and shall pay to Buyer an amount equal to all or any portion of such award received by Seller prior to Closing.

11.2 Casualty.

(a) If the Property is damaged by fire or other casualty and this Agreement is in force and effect on the date of such fire or other casualty, then the provisions of subsection (b) immediately below shall apply.

(b) In the event the fire or other casualty causes damage which would cost in excess of ten percent (10%) of the Purchase Price to repair (as determined in good faith by Seller), then Buyer may elect, by written notice delivered to Seller on or before the sooner of (i) the date which is twenty (20) days subsequent to Buyer's receipt of Seller's notice of the casualty and (ii) the Closing Date, to either (A) terminate this Agreement, whereupon the Deposit shall be refunded to Buyer and neither party hereto shall have any further obligation to the other party hereto with the exception of those obligations which expressly survive the termination of this Agreement or (B) proceed to Closing without abatement of the Purchase Price, in which event Seller shall at the Closing (x) assign to Buyer all of Seller's right, title and interest in and to any proceeds of casualty insurance payable in respect of the casualty (the "Proceeds") and (y) pay to Buyer an amount equal to any Proceeds received by Seller prior to Closing (less all amounts expended by Seller to restore the Property prior to Closing) plus any portion of the insurance Claim not payable by reason of the existence of a deductible in Seller's policy of casualty insurance (the "Deductible"). If the cost to repair the damage caused by the casualty could be repaired for an amount equal to or less than ten percent (10%) of the Purchase Price (as estimated by Seller in good faith), Buyer shall have no right to terminate this Agreement and Seller shall at the Closing assign to Buyer all of its right, title and interest in and to the Proceeds and pay to Buyer any Proceeds received by Seller prior to Closing (less all amounts expended by Seller to restore the Property prior to Closing) plus the Deductible.

ARTICLE XII CONDITION OF THE PROPERTY

12.1 "As Is" Condition. **BUYER ACKNOWLEDGES AND AGREES WITH THE SELLER THAT THE BUYER IS PURCHASING THE PROPERTY IN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION ON THE CLOSING DATE, INCLUDING ANY LATENT DEFECT OR NON-DISCOVERABLE DEFECT, SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER AND THE SELLER DISCLAIMS AND THE BUYER WAIVES ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY ENVIRONMENTAL MATTERS.** Buyer agrees that its covenants, agreements and obligations under this Agreement shall not be excused or affected by (a) the physical condition

of the Land and the Improvements, or the fitness, merchantability or suitability of the Property for any use or purpose, (b) the compliance or non-compliance with any laws, codes, ordinances, rules or regulations of any Governmental Authority, or by any violations thereof, (c) the environmental condition of the Property or the Property's compliance or non-compliance with any laws, codes, ordinances, rules or regulations of any Governmental Authority relating to the presence, use, storage, handling or removal of any Hazardous Substances (as defined below), (d) the current or future use of the Property, including, but not limited to Buyer's intended uses of the Property, (e) the current or future real estate tax liability, assessment or valuation of the Property, (f) the availability or non-availability of any benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment or other benefits of any kind, (g) the availability or unavailability of any licenses, permits, approvals or certificates which may be required in connection with the operation of the Property, (h) the compliance or non-compliance of the Property, in its current or any future state, with applicable zoning ordinances and the ability to obtain a change in the zoning or a variance with respect to the Property's non-compliance, if any, with any zoning ordinances, or (i) the actual or projected revenue and expenses of the Property.

12.2 **Certificate of Occupancy.** If the Township has an ordinance requiring an inspection of the Property and the issuance of a certificate of occupancy in connection with the conveyance hereunder, Buyer will be responsible for obtaining such certificate of occupancy, provided however, that Seller will cooperate with Buyer as needed. In the event that repairs are required in order to obtain such certificate, Buyer shall make any such repairs and shall bear the cost and expense of any such repairs.

ARTICLE XIII DEFAULT

13.1 **Seller's Default.** Subject to the rights of Seller to extend the Closing Date pursuant to Section 8.2 and subsequently terminate this Agreement therefor, if Closing is not consummated because of a default under this Agreement on the part of Seller, which default is not cured by Seller on or before the earlier to occur of either (i) ten (10) days after notice by Buyer to Seller or (ii) the Closing Date or Extension Period, Buyer shall be entitled to either: (a) terminate this Agreement by written notice of termination to Seller on the Closing Date whereupon the Deposit shall be returned to Buyer and thereupon neither party shall have any further obligation to the other hereunder, or (b) in the event of a willful refusal by Seller to complete Closing hereunder in accordance with the terms hereof, Buyer shall also have the right to sue for specific performance of this Agreement, provided that all conditions to Seller's obligation to consummate the transactions herein contemplated have been satisfied unless such conditions cannot be satisfied as a result of Seller's default, Buyer shall have performed all its material covenants and obligations hereunder and shall not be in default hereunder, and Buyer shall have commenced such suit within thirty (30) days following the Closing Date. Buyer hereby waives its right to collect all other damages, rights and remedies, and agrees that the foregoing shall be Buyer's sole and exclusive remedy in the event of Seller's default.

13.2 **Buyer's Default.** If Closing is not consummated as a result of a default by

Buyer hereunder, which default is not cured by Buyer on or before the earlier to occur of either (i) ten (10) days after notice by Seller to Buyer or (ii) the Closing Date, then as its sole and exclusive remedy, Seller shall have the right to retain the Deposit as liquidated damages. The parties have agreed that Seller's actual damages, in the event of a failure to consummate this sale due to Buyer's default, would be extremely difficult or impracticable to determine. After negotiation, the parties have agreed that, considering all the circumstances existing on the date of this Agreement, the amount of the Deposit is a reasonable estimate of the damages that Seller would incur in such event. The foregoing liquidated damages provisions and limitation of liability: (a) is not intended to limit Buyer's agreements to indemnify Seller as elsewhere provided in this Agreement, and (b) shall be rendered null and void if Buyer objects to or impedes the immediate release of the Deposit to Seller in the event of Buyer's default.

**ARTICLE XIV
BROKER**

14.1 **Broker.** Seller and Buyer each hereby represents and warrants to the other that each such party has dealt with no broker in connection with this Agreement or the transactions contemplated hereby. Seller has no obligation to pay any Broker a commission in accordance with any separate agreement with any Broker. Seller and Buyer each hereby agree to indemnify, defend and hold harmless the other party hereto for any loss, cost or expense incurred by such party (including, without limitation, reasonable attorneys' fees and disbursements) sustained by reason of a breach of the foregoing representation. The provisions of this Section 14.1 shall survive Closing or, if Closing does not occur, the termination of this Agreement.

**ARTICLE XV
MISCELLANEOUS**

15.1 **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) by certified mail, postage prepaid, return receipt requested, or (ii) by a commercial overnight courier that guarantees next Business Day delivery and requires a written receipt, signed by addressee, and such notices shall be addressed as follows:

If to Seller: MOUNT HOLLY HOSPITALITY LLC
13 Juliustown Road
Brownsmills, NJ 08015

With a copy to: Eugene D. Roth, Esq.
Valley Park East
2520 Highway 35, Suite 307
Manasquan, New Jersey 08736
Tel.(732)292-9288
Fax.(732) 292-9303
e-mail:erothero@gmail.com

If to Buyer: STAR HOSPITALITY LLC
Attn: Trupti Shah, Managing Member
735 Hwy 35 N, Ocean Township, NJ 07712

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective upon receipt (or refusal by the intended recipient to accept delivery). The attorneys for Seller and Buyer may send notices hereunder on behalf of their respective clients, such notices to have the same force and effect as notices delivered hereunder by the Parties hereto.

15.2 **No Recording.** Neither this Agreement nor any memorandum thereof shall be recorded or otherwise filed or made a matter of public land or lien records and any attempt to record or file same by Buyer shall be deemed a default by Buyer hereunder.

15.3 **Joint Undertaking.** In addition to the obligations expressly required to be performed hereunder by Seller and Buyer, each party agrees to cooperate with the other and to perform such other acts and to execute, acknowledge and deliver, prior to and after Closing, such other instruments, documents and materials as a party may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated hereby; provided that no such other instrument, document or material shall either extend or enlarge the obligations of the non-requesting party beyond the express undertakings of this Agreement or shall require or could require the non-requesting party to make any payment or expend any funds which are not expressly provided for herein or which the requesting party shall not reimburse. This Section shall survive Closing and any termination of this Agreement.

15.4 **Entire Agreement.** This Agreement embodies the entire understanding and agreement of the parties hereto in relation to the subject matter hereof, and no promise, condition, representation or warranty, express or implied, not herein set forth shall bind any party hereto. None of the terms and conditions of this Agreement may be modified, waived or cancelled orally or otherwise except by a writing signed by the parties hereto, specifying such modification, waiver or cancellation. A waiver at any time of compliance with any of the terms and conditions of this Agreement shall not be considered a modification, cancellation or waiver (except in that instance) of such terms and conditions or of any preceding or succeeding breach hereof unless expressly so stated.

15.5 **Assignment; Benefit and Burden; Binding Effect.**

(a) Neither this Agreement nor any of the rights of Buyer hereunder (nor the benefit of such rights) may be assigned or encumbered without Seller's prior written consent and any purported assignment or encumbrance without Seller's prior written consent shall be void and constitute a default hereunder. Neither the consent by Seller to an assignment by Buyer, nor the assignment itself, shall release Buyer in any respect from the performance or observance of the covenants to be performed by Buyer under this Agreement (Buyer in such case being primarily and jointly and severally liable with each assignee), nor shall such consent or assignment relieve

the permitted assignee from obtaining Seller's prior written consent to any further assignment.

(b) Subject to the foregoing provisions of this Section 15.5, this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors-in-interest and permitted assigns.

15.6 No Reliance by or Benefit to Third Parties. No Person other than a party to this Agreement or a successor-in-interest or permitted assign of a party hereto shall be entitled to rely on this Agreement or the performance of Buyer or Seller hereunder, and this Agreement is not made for the benefit of any Person not a party hereto and no such Person shall be entitled to assert any Claim arising out of or in connection with this Agreement.

15.7 Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement. Facsimile and/or electronic signatures shall have the same force and effects as original signatures.

15.8 Governing Law. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

15.9 Captions. The captions of the various Articles in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Articles.

15.10 Severability. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void in any respect, the remainder of this Agreement and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect.

15.11 Drafts not an Offer to enter into Legally Binding Contract. The submission of a draft, or a marked up draft, of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion including, without limitation, all of the Exhibits and Schedules hereto, and each of Seller and Buyer have fully executed and delivered to each other a counterpart of this Agreement including, without limitation, all Exhibits and Schedules hereto.

15.12 Survival. The obligations of Seller and Buyer hereunder as shall imply performance or observance after Closing shall survive Closing, notwithstanding any presumption to the contrary.

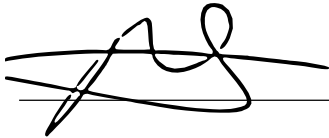
15.13 **No Presumption Against Drafter.** Seller and Buyer understand, agree and acknowledge that: (i) this Agreement has been freely negotiated by both parties; and (ii) that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

15.14 **Time of the Essence.** Time wherever specified herein for the satisfaction of conditions or performance of obligations by Seller or Buyer is of the essence of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witness:



SELLER:

MOUNT HOLLY HOSPITALITY LLC

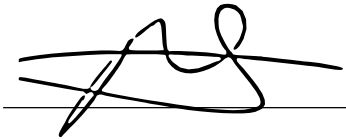
By: 

Name: Rishi Sheth

Title: Managing Member

DATE: 02/15/2019

Witness:



BUYER:

STAR HOSPITALITY LLC

By: 

Name: Trupti Shah

Title: Managing Member

FCVG#24137423:

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-2(c)

**EUGENE D. ROTH, ESQ.-4239
Valley Park East
2520 Highway 35, Suite 307
Manasquan, NJ 08736
(732) 292-9288
Attorney for Debtor**

In Re:

MOUNT HOLLY HOSPITALITY, LLC,

Debtor.

Chapter 11

Case No. 18-34029 (CMG)

Judge: Christine M. Gravelle, USBJ

Hearing Date: March 12, 2019

ORDER AUTHORIZING SALE OF DEBTOR'S REAL PROPERTY

NOTWITHSTANDING LIENS AND ENCUMBRANCES

The relief set forth on the following pages, numbered two (2) through (2) is hereby

ORDERED.

Page (2)

Case No.: 18-34029 (CMG)

Order Authorizing the Sale of Debtor's Real Property

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Upon the Debtor's motion for authorization to sell the real property notwithstanding liens and encumbrances commonly known as 13 Juliustown Road, Browns Mills, New Jersey 08015(the "Real Property"),

IT IS hereby **ORDERED** that the Debtor is authorized to sell the Real Property upon the terms and conditions of the Contract of Sale notwithstanding liens and encumbrances of record with proceeds to attach to such liens pursuant to 11 U.S.C. 363(b).