

NOTICE OF INTENT TO SUE FOR COMMERCIAL FRAUD AND JOINT LIABILITY

TO: City of Asbury Park, NJ (City Manager and City Attorney),
Mr Louis Jordan Former Executive Officer for the APPD
Paramount Theater Management / Madison Asbury Retail, LLC (Successor)
One Municipal Plaza, Asbury Park NJ 07712
DATE: April 17, 2026

Certified Return Mail

RE: NOTICE OF JOINT LIABILITY FOR INDEPENDENT FRAUDULENT CONCEALMENT AND VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT (N.J.S.A. 56:8-2) UNDER THE **CATENA** DISCOVERY RULE.

FOR: UNCONSCIONABLE COMMERCIAL PRACTICES UNDER CONTRACTUAL AGREEMENT WITH THE PARAMOUNT THEATER AND CITY OF ASBURY PARK NJ THAT WAS RATIFIED BY THE VENUE'S BOX OFFICE MANAGER, THE CITY MANAGER AND CITY ATTORNEY'S FROM 2004 TO 2009 (5 PLUS YEARS OF RELIANCE/DECEPTION).

INTRODUCTION

The Plaintiff was an entertainment business entrepreneur, record label owner and event promoter which unfortunately ended in 2004, at the peak of his growth, which was perpetuated from losing all his money due to Public Officials failing to follow a Ministerial Function, Judicial Mandate and the Law while fraudulently using a commercial approval process masked as a mandatory special events permit process by way of Ordinance, to deny the alleged permit in order to force the cancellation of the Plaintiff's event, after security agreements were made 6 days prior by Police Captain Gilbert Reed.

The Plaintiff set out to continue the legacy of his father's contributions to the **Asbury Park NJ Historic Music Scene**. The Plaintiff's father, along with his group members; **The Broadways**, are credited with assisting and working with **Bruce Springsteen and Clarence Clemons** in the early stages of their careers which led to Mr Springsteen and Mr Clemon's national and international recognition that placed Asbury Park on the map as a Historical Music Town with an undisputed Musical Legacy.

The Plaintiff's business was intentionally destroyed by Defendants Police Director Jordan and the City of Asbury Park in collusion with the Paramount Theater, while the City was denied Injunctive and Declaratory Relief against the State Attorney General as Jordan was specifically prohibited from exercising police powers as per Court Order that he exercised against the Plaintiff to cancel his event.

Mr Louis Jordan and the City's Executive and Legal Branches, intentionally concealed their wrong doings as a **motive to avoid consequences** from the State and Judicial System for misrepresenting facts to the Court on record (Fraud Upon the Court). The Public Officials stood to be removed from office, barred from holding future positions, possible loss of pensions, sanctions and possible arrest for violating the Superior Court Order as this conduct is considered Official Misconduct.

It was easier to deceive the Plaintiff and allow the Plaintiff to suffer financially, than for the Public Officials to jeopardize their careers, pensions, benefits and their waterfront relationship with the 99 year lease holders of the Paramount Theater to avoid their wrong doings from being detected by the judicial system.

PRELIMINARY STATEMENT

In the interest of good faith, fairness and justice, please be advised that Robert Carney ("Plaintiff") intends to file a civil action against the City of Asbury Park ("City") and the Paramount Theater ("Theater") under the **Catena** Discovery Rule as **jointly and severally liable Defendants**. This action arises from the 2004 coordinated "Shadow Permit–Jordan Approval Authority–Process" and the knowing omission of the March 2004 Superior Court Ruling and July 2004 Order, which stripped Police Director L. Louis Jordan ("Executive Officer") of all event-approval authority, the City was to uphold.

I. JOINT COMMERCIAL LIABILITY AND PROPRIETARY FUNCTION

As established by the 99-year lease and the City's oversight agreement, the Defendants operated as market participants in a proprietary commercial venture. The City did not act as a sovereign regulator, but as a commercial landlord and manager. Consequently, both parties are subject to the New Jersey Consumer Fraud Act (NJCFRA) and the Covenant of Good Faith and Fair Dealing.

II. FACTUAL BASIS FOR THE CLAIM

The Substantive Fraud:

Defendants knowingly entered into a commercial agreement with Plaintiff on July 28, 2004 (Paramount) and on September 13, 2004 (City) while concealing that the "approval authority" (Director Jordan) was legally **void** per the March 2004 Ruling and July 28, 2004 Court Order. This is fraudulent concealment.

The 2004 Ratification:

In collusion with the Paramount Theater and Police Director Jordan, The City Manager affirmatively ratified the ultra vires September 19, 2004 cancellation by Executive Officer Louis Jordan on September 22, 2004, while maintaining a "misleading silence" regarding Jordan's prohibited status. This is fraudulent concealment.

The Theater's Participation: It's an undisputed fact that the Paramount Theater released tickets on sale via **TicketMaster** on August 12, 2004 **after** the Plaintiff followed the necessary steps in their contractual agreement. It's an undisputed fact that the Paramount Theater wilfully knew about Jordan's approval

authority as per events held on 9/15/2004 and 9/18/2004 that did not require the City's special events permit as recent OPRA requests proved after the discovery of Jordan's legal status.

However the Paramount Theater failed to disclose Jordan's approval authority to the Plaintiff **before** allowing non-refundable money to be used, for the necessary steps to be taken in the contract that led the Paramount Theatre to release tickets to the public via TicketMaster. This is a knowing omission in violation of the NJCFA.

Admission NJRE 803(b): On May 25, 2009 the City Attorney admitted in his response to the **Monmouth County Division of Consumer Affairs**, that the Theater "accepted" Jordan's recommendation, thereby voluntarily ratifying a fraudulent act to achieve a commercial breach of contract.

On February 18, 2005 the Paramount Theater's Box Office Manager stated "of course we work in conjunction with the police" and that "the police (Jordan) did not approve the event" AFTER Police Captain Reed greenlighted the event on September 13, 2004 to take place on November 19, 2004, which in fact the same Box Office Manager confirmed tickets were never placed on sale the November 19th date in her response to the **Asbury Park Press** in 2005.

The Paramount Theater's Box Office Manager further added proof of the commercial function and joint liability by proving Captain Reed's governmental decision was overridden in favor of the commercial function as Executive Officer Jordan was a Civilian and did not have the legal authority to deny or approve any event, while the Paramount Theater was well aware of his oversight and approval authority they omitted and then concealed from the Plaintiff, while accepting Jordan's ultra vires recommendation, in collusion with the City.

The 2009 Legal Concealment: with the discovery of Jordan's legal status in October 2024, the City Attorney reaffirmed this fraud in his May 2009 response to the **Monmouth County Division of Consumer Affairs**, further suppressing the March 2004 Ruling and July 2004 Order to evade a government investigation.

III. TOLLING OF LIMITATIONS (CATENA RULE)

Pursuant to the **Catena** Discovery Rule, supported by the **NJ Supreme Court**, the statute of limitations for this action remained tolled until **the recent discovery of Jordan's legal status** by way of his lawsuit for discrimination against the Asbury Park Board of Education that revealed the 2003 Attorney General's notice, the March 2004 Court Ruling, the July 2004 Court Order and the 2005 Appellate Division's decision. These **Smoking Gun Court Records** also revealed a "Continuous Chain of Fraud" and a deliberate "Tainting" by the Executive and Legal Branch of the City of Asbury Park in conjunction with the Paramount Theater's Management.

IV. DEMAND FOR DAMAGES

Plaintiff has suffered an ascertainable loss of non refundable funds that trickled over to his living finances (loss of residence, loss of vehicle, loss of business office, loss of business) and \$ [REDACTED], representing the loss of the 2005 insurance policy benefit and **the benefit of the bargain**. Under the NJCFA, this amount is subject to mandatory trebling (3X).

The 2005 claim acknowledgement serves as the "**anchor**" that validates procedural compliance while the fraud claim itself "accrued" upon discovery. The 2005 Claim Acknowledgement legally covers the **Catena** discovery of these violations for a separate cause of action for fraudulent concealment.

Proof of Actual Notice: The 2005 insurance claim acknowledgement is an admission that the City was in possession of the Plaintiff's **Notice of Claim**. This satisfies the primary purpose of the Tort Claims Act—notifying the public entity of a potential liability **so they can investigate**. Not conceal material facts related to a Police Director who was **prohibited by a Court of Law** from exercising police powers, performing operational functions and having approval power that is reserved for Sworn Officers.

Jordan's civilian status and ultra vires acts that were concealed and ratified by the City, (which in fact was confirmed by the City's Attorney in 2009—after the discovery) was evidence of a clean insurance claim for liability based on the March 2004 Court Ruling and the July 2004 Court Order.

The City also engaged in **Fraud Upon the Court** by stating and representing to the Hon Judge Linda Feinberg that they directed Jordan to cease **all** law enforcement duties (Ministerial) until the final resolution, which was in November 2005 (**Docket Number: MER L-801-04**), while allowing Jordan to continue with his shadow assessment and approval authority in September 2004 while masking him as a Law Enforcement Officer while he exhibited authority.

The 2005 Claim Acknowledgement provides the procedural foundation for this suit. It confirms that the Plaintiff provided timely notice of the underlying facts, while the **Catena** Rule preserves the independent fraud claim for the recently discovered deceptions dating back to the timely filing as proven in the 2005 claim acknowledgment. Under **Catena** a claim for fraudulent concealment and violations of the NJCFA can be brought to Court decades later.

The Procedural Cure: The 2005 claim acknowledgment proves the Plaintiff Notice of Claim was timely, meaning the City cannot argue "untimeliness" now for their fraudulent activities.

V. RECENT DEFAULT NOTICE

The City of Asbury Park's recent Notices of Default against Madison Asbury Retail, LLC (a subsidiary of Madison Marquette) serve as **critical evidence** that the City functions as a commercial market participant in its oversight of the waterfront complex which includes the Paramount Theater, specifically in September of 2004.

By enforcing terms from the **2002** Waterfront Redevelopment Plan and subsequent agreements to compel repairs at the Paramount Theatre and Convention Hall, the City is exercising proprietary contractual rights rather than standard governmental police powers. This demonstrates that the City's authority was and is rooted in its role as a commercial partner and landlord.

Contractual Pretext: The reliance on the 2002 agreement to issue these defaults **reinforces the strength of this claim** that the 2004 "shadow process" was an unauthorized commercial maneuver. The City utilized Police Director Jordan (a civilian) to interfere with contracts under the guise of safety while privately managing the assets as a commercial enterprise.

These contractual agreements the City is alleging the Redevelopers breached date back further than the Plaintiff's contracts by two (2) years, but it's ok for the City to take action. Based on these facts, the Plaintiff shall not be frowned upon based on this separate cause of action for fraudulent concealment, violations of the NJCFA and breach of contract(s), under the **Catena** Rule. Specifically while the Public Officials held a special relationship of trust, which is fiduciary.

Joint Participation: The redevelopment agreements established a "genuine public-private partnership" where the City and Developer shared responsibilities for the Paramount Theater's operation. This partnership provides the basis for joint and several liability when both parties knowingly omitted material facts—such as the March 2004 Court Ruling stripping Jordan of power and Jordan's approval power—to the detriment of event promoters.

VI. NO PREJUDICE

Unlike the Plaintiff being prejudiced from 2004 to 2009 (Jordan's approval authority and Court Order) until the discovery The Defendants will not be prejudiced regarding this independent claim as all credible evidence needed has been retained and or was previously filed with investigative agencies (Better Business Bureau and the Monmouth County Division of Consumer Affairs).

VII. ATTORNEY ETHICS (RPC 4.1. A (1, 2), RPC 8.4. C & D)

Ethical Obligations

New Jersey Attorneys cannot support a client who disregards a court order and misrepresents facts to the court. New Jersey Rules of Professional Conduct **prohibit Attorneys** from assisting clients in illegal or

fraudulent acts, including making false statements to a tribunal, and require them to take reasonable remedial measures, which may include disclosure to the Court.

- Duty of Honesty: An attorney must be truthful when dealing with others on a client's behalf and cannot make false statements of material fact or law to a third person or tribunal.
- Duty of Candor: Attorneys have a duty to be truthful toward the tribunal and cannot knowingly make false statements or present false evidence.
- Prohibition of Fraudulent Conduct: An attorney is prohibited from counseling or assisting a client in conduct that the lawyer knows is criminal or fraudulent, including misrepresentations.

RPC 8.4(d): Engaging in "conduct that is prejudicial to the administration of justice" is also forbidden.

VIII. CONCLUSION

"The Plaintiff was legally unaware of Jordan's status because the City's Executive and Legal Branches maintained a coordinated 'misleading silence' for over five (5) years. This active concealment by the City Manager and City Attorney makes it impossible for the City to argue that the Plaintiff should have discovered the fraud earlier."

In New Jersey, this five-year span of silence from 2004 to 2009 creates a textbook case for the **Catena** Discovery Rule and is a powerful legal argument. The law recognizes that a Plaintiff cannot be expected to "know" a fact that the City's highest Executive and Legal Officers are actively working to hide.

WHY THE 5 YEAR GAP PROVES THE PLAINTIFF'S CASE

The Executive "Mask" (2004): When the Plaintiff met with the City Manager on September 22, 2004, the Plaintiff dealt with the person who runs the day-to-day operations of Asbury Park. When he ratified Jordan's actions, he put a "stamp of legitimacy" on a fraud. The Plaintiff had every right to trust that the City Manager wasn't defying a Superior Court Order.

The Legal "Confirmation" (2009): The fact that the City Attorney reaffirmed Jordan's authority five years later to a Government Agency (Consumer Affairs) proves the concealment was a permanent City Policy. If the City's own lawyer says the process was valid, the law doesn't expect a private citizen to guess that he's lying about a 2004 Court Ruling.

Tolling the Clock: Under **Catena**, the statute of limitations is "stayed" (paused) as long as there is misleading silence. Because the City Manager started the lie and the City Attorney sustained it for at least five years, the clock didn't even start ticking until the Plaintiff uncovered the Court proceedings and documents proving they knew Jordan was a Civilian.

Proof of Scierer: This five-year span proves intent. A single mistake is one thing, but maintaining a "shadow process" narrative for half a decade—even after the Appellate Division confirmed Jordan's power was "illegal and void" in 2005—shows a deliberate choice to **bypass** the law.

THE IMPACT ON THE PLAINTIFF'S CATENA CLAIM

NJCFA: This long-term concealment is the "knowing omission" that triggers Treble Damages.

Fraudulent Concealment: It proves the City's motive was to avoid accountability from the Judicial System and to savor their relationship with its Waterfront Redevelopment contracts.

This notice serves to provide the Defendants an opportunity to resolve this matter **before** the filing of the formal Complaint and a Motion for Sanctions for Fraud on the Court, Attorney Ethics Violations and actions for two unfounded Internal Affairs Complaints while having an active Court Ruling and Order. Failure to respond by June 1, 2026 will result in the immediate commencement of legal proceedings.

A party may not benefit from its own fraudulent conduct. Joe D'Egidio Landscaping, Inc. v. Apicella, 337 N.J. Super. 252, 257 (App. Div. 2001). **The NJ Supreme Court recognizes Fraudulent Concealment as a separate tort action.** Tartaglia v. UBS PaineWebber, Inc., et al., 2008 WL 5274869 (N.J. Supreme Court, December 16, 2008).

Plaintiff hereby demands:

- A. Treble in damages for non refundable artist booking fees, marketing funds ect.
- B. Treble Damages in the amount of \$ [REDACTED] for failing to disclose Jordan's legal status during the insurance claim investigation as per **Docket Number: MER L-801-04**
- C. Reimbursement of all attorney's fees and investigative costs;

Robert Carney (Promoter/Plaintiff)

1178 Broadway
3rd Floor #1029
New York, NY 10001

cc Plaintiff's Attorney

JURISDICTION AND VENUE

The Plaintiff brings forth this separate action for **Fraudulent Concealment** and violations of the **NJCFA** under the **Catena** Rule as recognized by the NJ Supreme Court, in good faith, fairness and in the interest of justice.

1. Subject Matter Jurisdiction

This Court has jurisdiction over this matter pursuant to the New Jersey Constitution of 1947, Article VI, Section III, and N.J.S.A. 2B:6-1, as it involves an independent cause of action for Fraudulent Concealment, violations of the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.), under the **Catena** Discovery Rule and the New Jersey Civil Rights Act (N.J.S.A. 10:6-2).

2. Independent Accrual (The Catena Standard)

Jurisdiction is properly invoked for this independent action because the claims asserted herein did not accrue until the recent discovery of Police Director Jordan's legal status (March 2004 Ruling and July 2004 Court Order). Pursuant to the **Catena** Rule, the statute of limitations remained tolled during the Defendants' two-decade period of "misleading silence" and active concealment of material legal facts.

3. Commercial Nature of the Defendants

The Court maintains jurisdiction over the municipal Defendants because the conduct complained of was proprietary and commercial in nature. As established by the 99-year lease and the City's oversight agreement for the Paramount Theatre, the City acted as a market participant and landlord, thereby subjecting itself to the same standards of commercial liability as a private entity under the NJCFA.

4. Personal Jurisdiction

This Court has personal jurisdiction over the City of Asbury Park and the Paramount Theatre as both entities are located within and conduct business in the State of New Jersey, and the fraudulent acts and omissions described herein occurred within the borders of the State.

5. Venue

Venue is proper in Monmouth County pursuant to Rule 4:3-2, as the cause of action arose in the City of Asbury Park, and the Defendants maintain their principal places of business within this vicinage.

6. No Procedural Bar

Because this complaint asserts an independent tort for the fraudulent interference with prior legal proceedings and unconscionable commercial practices, it is not barred by the prior dismissals. The prior dismissals are cited herein as evidence of the injury caused by the fraud, rather than a final adjudication of the newly discovered causes of action, under the **Catena** Rule.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY
DEFENDANT
BY: Dermot P. O'Grady
Deputy Attorney General
Department of Law and Public Safety
Division of Criminal Justice
P.O. Box 085
Trenton, New Jersey 08625
(609) 984-1446

RECEIVED AND FILED
SUPERIOR COURT OF N.J.
MERCER COUNTY

JUL 28 2004

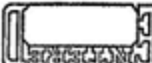

JUDGE PAUL F. FROSIO
SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MERCER COUNTY
DOCKET NO. MER-L-0801-04

L. LOUIS JORDAN AND THE CITY OF ASBURY PARK, :
:
Plaintiffs, : Civil Action
:
v. : ORDER
:
HON. PETER C. HARVEY, ATTORNEY :
GENERAL OF NEW JERSEY, :
:
Defendant. :

THIS MATTER having been opened to the Court by plaintiffs L. Louis Jordan, Robert L. Tarver, Esq. appearing, and the City of Asbury Park, Steven S. Glickman Esq. appearing, for the purpose of obtaining injunctive and declaratory relief with respect to plaintiff Jordan's duties as police director for the Asbury Park Police Department; and

Plaintiffs having petitioned the Court to clarify the relevant State statutes with respect to the powers and duties of a police director and thus permit Mr. Jordan to exercise


STEVEN S. GLICKMAN

police powers and perform police duties during the execution of his supervisory and administrative responsibilities as police director for the Asbury Park Police Department; and

The Court, having considered the written argument submitted by plaintiffs in support of their petition for relief; and

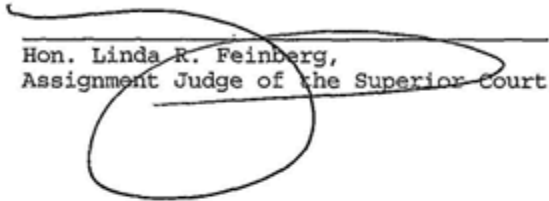
The Court having also considered the written argument submitted by defendant Peter C. Harvey, Attorney General of New Jersey, Dermot P. O'Grady, Deputy Attorney General appearing, in opposition to plaintiffs' request for relief; and

The Court having further considered the arguments advanced by counsel at a hearing which was conducted by the Court on May 18, 2004;

IT IS THIS 28th day of July, 2004, ORDERED that plaintiffs' request for injunctive and declaratory relief is DENIED and that declaratory judgement in favor of defendant is GRANTED.

IT IS ALSO ORDERED that plaintiff Jordan is prohibited from exercising police powers or performing police duties while acting as the police director of the Asbury Park Police Department.

IT IS FURTHER ORDERED that plaintiff Jordan may, as police director of the Asbury Park Police Department, perform supervisory duties and administrative responsibilities consistent with a written opinion issued by the Court in this matter on June 11, 2004.


Hon. Linda R. Feinberg,
Assignment Judge of the Superior Court

LICENSE AGREEMENT FOR ASBURY PARK PARAMOUNT THEATRE

(Including Merchandise Sale Rights)



THIS LICENSE AGREEMENT (this "Agreement") is made as of July 28th, 2004 between ASBURY CONVENTION HALL, L.L.C., a New Jersey limited liability company having an address at c/o Asbury Partners, L.L.C., 1100 Ocean Avenue, Asbury Park, New Jersey 07712 ("Licensor"), and Superb Entertainment a corporation having an address at 1321 Springwood Ave, Asbury Park, NJ 07712 ("Licensee").

1. **License.** Licensor hereby grants Licensee the license and privilege to use THE PARAMOUNT THEATRE, Asbury Park, New Jersey (the "Premises") for the period set forth below (the "Period"). The Premises shall include the arena floor, fixed seats, available dressing rooms, press room, corridors, stairways, walks, concourses, lavatories, sublevels in or about the Premises and such other parts of the Premises as may be permitted by Licensor.

2. **Purpose.** This License is being granted for the sole purpose of permitting Licensee to do the following: Juelz Santana Concert

3. **Period.**

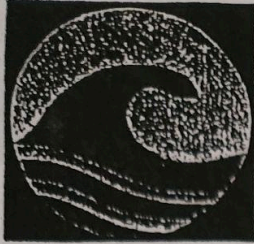
(a) Licensee shall use the Premises during the Period in strict accordance with the following schedule:

DATE	TIME	ACTIVITY
September 25, 2004	12 noon- 12 midnight	Concert

(b) On or before the expiration of the Period, Licensee shall quit and surrender the Premises to Licensor and remove all equipment, sets, scenery and property of Licensee from the Premises. Upon such quitting and surrender, the Premises shall be in the same condition of cleanliness as prior to the Event and in good order, ordinary wear and tear excepted.

4. **License Fee.** Licensee shall pay to Licensor those costs and fees according to the payment schedule set forth on Exhibit A as consideration for the license granted hereby.

5. **Premises "As-Is".** Licensee acknowledges that neither Licensor nor Licensor's agents or employees have made any representations or warranties with respect to the



Oceanfront Asbury
A Vision for the Future
A Commitment to Our Heritage

OCEANFRONT ASBURY

ENTERTAINMENT DIVISION

CONVENTION HALL / PARAMOUNT THEATRE

ASBURY PARK NJ

August 12, 2004

Personnel recommended for 9/25/04 event

1. July 22 down payment : \$1300
2. July 22 recommended 10 police officers
3. July 22 police dept estimated 25 police officers
4. July 28 recommended 1 EMT and 1 Fire

Officers: 25	Hours: 5	Rate: \$56	Total: \$7000
EMT: 1	Hours: 5	Rate: \$38	Total: \$190
Fire: 1	Hours: 5	Rate: \$38	Total: \$190

Licensee agrees to hire the personnel recommended by licensor at the set rates based on event. Licensee agrees to provide 30 to 40 insured, licensed and bonded in house security guards for 9/25/04 concert at Paramount Theater.

Licensee: Robert Kearney
Robert Kearney
Carney

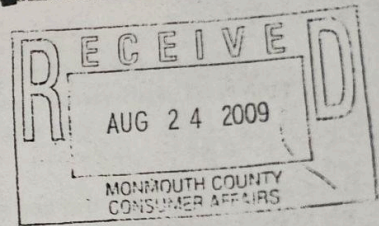
Date: 8/12/04

Memorandum

COPY

A

To: File
CC: L. Louis Jordan, Police Director
From: Captain Gilbert Reed *GR*
Date: September 13, 2004
Re: Meeting with Robert Carney of Superb Enterprises:



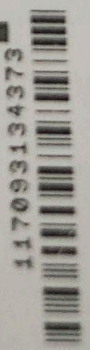
*12 days
prior*

On September 13, 2004 met with Mr. Robert Carney and associate regards the Hip-Hop Show scheduled at the Paramount Theater on September 25, 2004. (The Diplomats featuring Juelz Santana, & Ouneeek, Death Jam Records.) The recommended numbers of officers for the event was (50) fifty uniformed officers for the 2,000 show goes to. The street closures, traffic controls, fencing of the primary security area.

Mr. Robert Carney was unable to meet the required officers and was requesting a postponement of the event. I contacted Mega DiFio of Paramount Theatre management regards the request and she advised that she could arrange the new date. (Copy of front page# of Assessment given to him for the recommended officers. (732-775-3533x26))

We had no contract with Mr. Carney

RT0005	C MEZZ	K 102	ADULT	5PT0005
\$ 18.00	CENTER MEZZ		18.00	8X
SECTION/AILE	SUPERB ENTERTAINMENT PRES			SN 09476
C MEZZ	THE DIPLOMATS			C MEZZ
CA 8X	FEATURING JUELZ SANTANA			CA943ASB
K 102	PARAMOUNT THEATRE			K
ASB400A	ASBURY PARK, NJ			A 18.00
12AUG04	SAT SEP 25, 2004 8:30PM			102



ticketmaster

GET TICKETS AT ticketmaster.com
NO EXCHANGE NO REFUND

Aug 12, 04 is before Sept 13, 2004

LICENSE AGREEMENT FOR ASBURY PARK PARAMOUNT THEATRE

(Including Merchandise Sale Rights)

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1. **License.** Licensor hereby grants Licensee the license and privilege to use THE PARAMOUNT THEATRE, Asbury Park, New Jersey (the "Premises") for the period set forth below (the "Period"). The Premises shall include the arena floor, fixed seats, available dressing rooms, press room, corridors, stairways, walks, concourses, lavatories, sublevels in or about the Premises and such other parts of the Premises as may be permitted by Licensor.

2. **Purpose.** This License is being granted for the sole purpose of permitting Licensee to do the following: Juelz Santana Concert

3. **Period.**

(a) Licensee shall use the Premises during the Period in strict accordance with the following schedule:

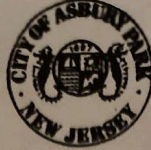
DATE	TIME	ACTIVITY
November 19, 2004	12 noon- 12 midnight	Concert

(b) On or before the expiration of the Period, Licensee shall quit and surrender the Premises to Licensor and remove all equipment, sets, scenery and property of Licensee from the Premises. Upon such quitting and surrender, the Premises shall be in the same condition of cleanliness as prior to the Event and in good order, ordinary wear and tear excepted.

4. **License Fee.** Licensee shall pay to Licensor those costs and fees according to the payment schedule set forth on Exhibit A as consideration for the license granted hereby.

5. **Premises "As-Is".** Licensee acknowledges that neither Licensor nor Licensor's agents or employees have made any representations or warranties with respect to the Premises, and Licensee has prior to the execution of this Agreement fully and completely examined and inspected all aspects of the Premises and is satisfied with the condition, fitness and order thereof.

KEVIN G. SANDERS, MAYOR
JAMES "SAM" BRUNO, DEPUTY MAYOR
TERENCE J. REIDY, CITY MANAGER



COUNCIL
HAMILTON
OFFRE
YNSON

City of Asbury Park

MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712-7000
TEL: (732) 775-2100
FAX: (732) 775-0441

FINANCE DEPARTMENT

May 2, 2005

Mr. Robert Carney
Superb Entertainment
37 Hwy 35, 1st flr.
Neptune City, N.J. 07753

RE: Municipal Damage Claim

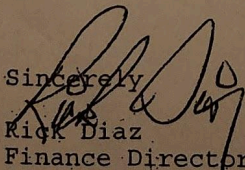
Dear Mr. Carney:

Pursuant to our brief discussion earlier today concerning the above referenced, please consider the following.

Our initial contact about two weeks ago provided us both with information relevant to your claim. I informed you at that time, the City has a claims administrator to investigate all claims and make a determination, which usually takes from 30 to 60 days.

As I informed you last week, about the first week of April 2005, the City received a claim acknowledgment letter concerning your claim. This advises us that your claim is being processed and investigated for disposition.

As soon as the investigation is completed, you and the City will receive a copy of that determination.

Sincerely,

Rick Diaz
Finance Director

The Board of Chosen Freeholders
of the County of Monmouth

DEPARTMENT OF CONSUMER AFFAIRS
HALL OF RECORDS ANNEX
1 EAST MAIN STREET
FREEHOLD, NJ 07728-1255



PATRICIA WATSON
DIRECTOR
TELEPHONE (732) 431-7900
FAX (732) 845-2037

April 27, 2009

Frederick C. Raffetto, Esq.
1500 Lawrence Ave
Ocean Twp, NJ 07755

COPY

Re: Case#90116 Robert Carney and Asbury Partners
1321 Springwood Avenue Paramount
Asbury Park, NJ 07712 City of Asbury Park

Dear Mr. Raffetto:

The Monmouth County Department of Consumer Affairs is in receipt of a complaint filed here by Robert Carney. In speaking with Stephen Kay, Clerk of Asbury Park we were advised to send the complaint to you for your response. In his complaint Mr. Carney states:

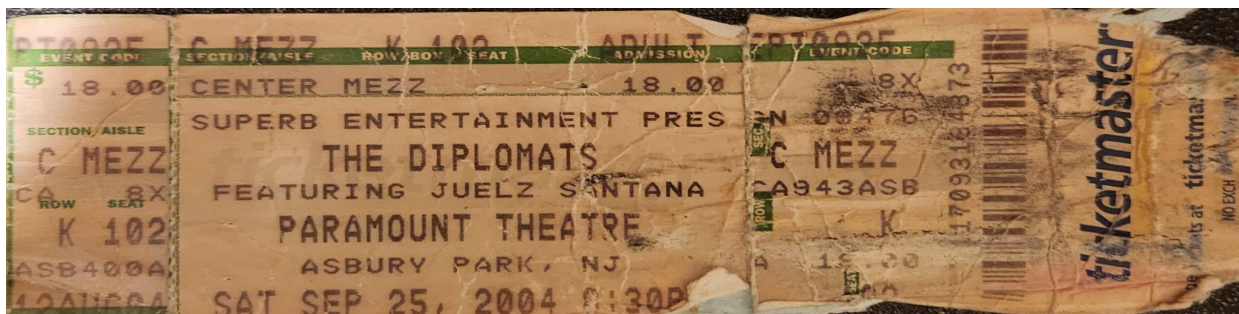
1. A representative met with him on July 22, 2004, and reviewed the contract;
2. A representative was to arrange the number of security people who would be on hand, including 25 police officers;
3. The event was eventually cancelled because the Police Dept said 50 extra police officers were needed for security.
4. Mr. Carney is requesting reimbursement of \$17,000 to cover the cost of the artist, tickets, the comedian and advertising.

Kindly review the information and advise us of your position in this matter so that we may have all the facts.

This department recognizes that situations such as this arise from differing viewpoints and interpretations. Therefore, we do not prejudge any complaint and would appreciate receiving your written version within the next ten (10) days. Please include any suggestions you feel might expedite a resolution of this matter.

Very truly yours,

Mary Flaherty, Assistant Director
Department of Consumer Affairs





TENANCY SUMMONS AND RETURN OF SERVICE (R. 6:2-1)

Our File No: [REDACTED]
Marriott Casagrande Callahan Blair & Greer, P.C.
2405 Hwy 71
Spring Lake Heights, NJ 07762
Tel. (732) 449-7474
Fax (732) 449-2362

Superior Court of New Jersey Monmouth County
Law Division: Special Civil Part
71 Monument Park
Freehold, NJ 07728
(732) 677-4285

Post 9/25/04
11/19/04 event

5 KIDS, LLC

Plaintiff(s)

JAN 24 2005

Docket No.: LT [REDACTED] -05
(to be provided by the Court)

v.

Civil Action

OFFICE OF THE SUPERIOR COURT CLERK
CIVIL DIVISION SUMMONS

ROBERT CARNEY
And SUPERB ENTERTAINMENT

Defendant(s)

LANDLORD/TENANT

(X) Nonpayment Back Rent Claimed: \$ 450.00
() Other

Defendant Information:

Name: ROBERT CARNEY - SUPERB ENTERTAINMENT
Address: [REDACTED] (RENT OFFICE)

Phone: [REDACTED]

NOTICE TO TENANT: The purpose of the attached complaint is to permanently remove you and your belongings from the premises. If you want the Court to hear your side of the case, you must appear in Court on this date and time:

FEB 25 2005

at 9:00

a.m./p.m., or the court may rule against you.

REPORT TO:

PLEASE REPORT TO JURY ASSEMBLY ROOM
LOWER LEVEL, WEST WING

You must bring all witnesses, photos, documents, rent receipts and other evidence to court for the trial. The phone number of the court is shown at the top of this form.

If you cannot afford to pay for a lawyer, free legal advice may be available by contacting Legal Services at (732) 866-0020. If you can afford to pay for a lawyer, you should contact a lawyer before you appear in court.

You may be able to stop this warrant and remain in the premises temporarily if you apply to the court for relief. You may apply for relief by delivering a written request to the Clerk of the court and to the landlord or landlord's attorney. Your request must be filed with the Clerk within three days after this warrant was served. Before stopping this warrant, you must include certain conditions.

**WARRANT OF REMOVAL
HAS BEEN EXECUTED
TRESPASSERS SUBJECT TO
PENALTIES AS PROVIDED BY LAW**

Date: 5

Description of Premises

Date Application Received: _____

Application Fee Paid: _____



CITY OF ASBURY PARK SPECIAL EVENT APPLICATION

Please complete the following information as required by City Ordinance 2023-15 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@asburypark.gov (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/ applicant to attend a meeting to discuss the special event application.
- A refundable security deposit in the amount of \$500, or such other amount as determined by the City may be required to be posted to have any damage to City property which may be caused as a result of the special event.
- Insurance Coverage: All permit holders must submit liability insurance coverage in the minimum amount of \$1,000,000; however, the City may require an increase in the amount of liability insurance coverage depending upon the size, scope and nature of the event planned. The City of Asbury Park will not provide employees, event staff or volunteers with a liability insurance policy. Any additional insurance required by the policy must be provided to the City at least 10 days prior to the event.
- Indemnification: All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives, including but not limited to the City's insurance carrier, risk manager and professionals harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses (including attorney's fees) which are sustained as a result of the event and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Name of Event: _____

Date of Event: _____ Rain Date: _____

Time of Event: _____ to _____ Setup time: _____ Break-down time: _____

Location of Event: _____

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Parade | <input type="checkbox"/> Foot Race |
| <input type="checkbox"/> Wedding* | <input type="checkbox"/> Beach Event | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Bike Ride/Race | <input type="checkbox"/> Triathlon | <input type="checkbox"/> Multi Day Event |
| <input type="checkbox"/> Rally/Demonstration | <input type="checkbox"/> Swim Event | <input type="checkbox"/> Other: _____ |

*Wedding applicants only need to complete page 6 & 7.

Unenforceable at Privately owned Facilities