A593/lot 32
Sunnyside

LEASE

THIS LEASE (the "Lease') made by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey, c/o City Solicitor's Office, Room 406, City Hall, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter referred to as the "Landlord"; and **Sunny Side Up AC, LLC**, located at 224 Dogwood Ave., Egg Harbor Township, NJ 08234 (hereinafter referred to as the "Tenant");

WITNESSETH

THAT, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, a certain portion of the Beach in Atlantic City, New Jersey shown as **Beach Lot No. 32** on the attached Beach Lot Map prepared by the City Engineer and dated February 13, 2013, and generally described as that area of the Atlantic City Beach lying between Central Pier (TN) to mid Ocean (LOT 32) from the southerly boundary of the Atlantic City Boardwalk to the Mean High Water line of the Beach ("Leased Beach" or "Premises"):

For a term of TWO (2) years, commencing on May 8, 2022 and ending on May 8, 2024, to be used and occupied for the purposes set forth herein and other lawful purposes not in contravention of the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter contained, it is agreed by and between the parties as follows:

1. Rent. The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of **$20,100.00** as discussed **($10,050.00 per year)** (the "Rent") to be paid upon Tenant's execution of this agreement and 3% annual increase thereafter. Rent shall be payable and due by March 1st of the second year of the agreement.

2. Late Payments/Default. If the Tenant fails to make any payment by the time provided herein, Tenant agrees to pay to Landlord a late charge of 5% of the payment. If the Landlord has not received the

rental payment or late fee within thirty (30) days of its due date or assessment, the Tenant shall be in default.

3. Use of Rental Concession Under Initial Rental Fee. This Lease shall entitle the Tenant to the non-exclusive use of the Leased Beach as described herein. Tenant shall at all times afford public access to the water and beach within the Leased Beach. Except for the Tenant's use described herein, the Landlord reserves the right to lease the Leased Beach to others for other non-exclusive uses. Storage sheds shall be built in place, uniform in size and shape, dimensions to be approved by the Director of Licensing & Inspections, and all other construction types including trailer sheds will be prohibited. During severe weather events, additional tie-down straps are to be installed. In addition to the uses permitted, at Tenant's option, pursuant to paragraph 4 of this Lease, Tenant may use the Leased Beach for rentals of equipment, construction of facilities, and the provision of services related to the public's use and enjoyment of the beach and ocean, which shall be limited to: a) rentals of beach chairs, cabanas, umbrellas and towels, and b) construction and maintenance of facilities and amenities including without limitation storage/administrative sheds decking, and cabanas, which are subject to approvals by land use departments of the Casino Reinvestment Development Authority (CRDA), NJDEP and the City of Atlantic City ("City") when applicable. The sale of food, beverages or merchandise is prohibited, except for bottles of water. The City expressly reserves the air rights and the right to use or approve of the use of the air rights of the leased areas.

4. Restricted Areas. Pursuant to Paragraph 3 above, all areas of the Leased Beach except for those specifically delineated as restricted must be open to the public. Areas of the Leased Beach that may, in the tenants determination and with City approval, and when required by law, be restricted from the public or from members thereof (the "Restricted Areas") are: (1) reserved cabana area and reserved chairs provided by Tenant; and (2) general storage and/or administration sheds. **Notwithstanding the above, no Restricted Area or combination of Restricted Areas, shall prevent access from the Boardwalk to the ocean, nor shall any Restricted Area(s) prevent access to or across (east and west) the public bench south of the Leased Beach.** All restricted areas shall be located and established in accordance with NJDEP Land Use Regulation Program Coastal General Permit conditions and all subsequent Condition Compliance Letters. Unless otherwise permitted by permit issued by the NJDEP, all structures within the Leased Beach shall not be erected until May 1st and shall be removed by October 31st at the Tenant's expense unless otherwise amended by the Landlord and approved by the NJDEP.

5. Assignment/Subletting. This Lease may not be assigned by Tenant without the express written consent of Landlord. Tenant, with approval from Landlord, may sublease all or any portion of the Leased

Beach (the "Sublease"). Any such Sublease shall provide that: (1) Tenant shall remain primarily liable to Landlord for all obligations under this Lease, and (2) In addition to the Tenant's primary responsibility, the Subtenant shall be responsible for all of the obligations under this Lease as if named the Tenant therein.

a. Sublease of other Permitted Activities: Tenant must obtain Landlord's written consent to sub-lease, assign or partner, with another individual or entity, for all or any parts of their lease.

b. Fee for Subletting: If Tenant subleases the Premises or any part(s) thereof, Tenant shall be liable to the Landlord for an additional Subletting Fee in an amount equal to one half of the amount by which the total sublease payments to be paid to Tenant by its Subtenant(s) exceed the combined Rent and Option Fee paid by Tenant to Landlord for the Premises in that Lease Year.

Notwithstanding any provisions of this Lease, Subtenants shall be required to comply with all licensing and other requirements under New Jersey law or local ordinance of this lease.

6. Inspection of Premises. The Tenant has examined the Leased Beach and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall neither encumber nor obstruct the street ends, ramps, fire hydrants or stairs on or adjoining the Leased Beach, and shall keep and maintain the Leased Beach in a clean condition, free from debris, trash and refuse. Dilapidated chairs or umbrellas shall not be permitted.

7. Signage. Except for operational signage and subject to N.J.A.C 7:36-25.12, the Tenant shall not place nor allow to be placed any signs of any kind, upon, in or about the Leased Beach or any part thereof, without the approval of the Land Use Department of the Casino Reinvestment Development Authority. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Leased Beach or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed.

8. Compliance with Laws and Regulations. The Tenant shall promptly comply with all applicable State and Federal statutes and local ordinances, rules and regulations affecting the Leased Beach, their use, operation and maintenance, and for the correction, prevention, and abatement of nuisances, violations or other grievances in, upon or connected with the Leased Beach, during the term hereof. Tenant shall also promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Leased Beach and its contents, for the prevention of fire or other casualty, damage, or injury, at the Tenant's own cost and expense.

9. Tenant's Indemnification. The Tenant agrees to and shall save, keep and hold harmless, defend and indemnify the Landlord and NJDEP from and for any and all payments, expenses, costs, or attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any use of the Leased Beach or any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, special detail officers hired by the Tenant, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and/or the conduct of the Tenant's business unless resulting from the sole negligence of the additional insured. It is the intention of this indemnity agreement on the part of the Landlord and NJDEP, as a condition of this Lease, that, except for claims caused by Landlord's or NJDEP's intentional acts or omissions, it shall be full and total indemnification against any kind or character of claim whatsoever that may be asserted against the City and NJDEP by reasons of, or as a consequence of having entered into this Lease.

10. Tenant Insurance. Before occupying the leased premises, the Tenant shall purchase and maintain insurance, in conformance with the provisions contained in this Section. This insurance will provide a defense and indemnify the City of Atlantic City (City) and the New Jersey Department of Environmental Protection (NJDEP) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use, which arises out of the Tenant's operations under this Lease. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to; (1) the Tenant, any of its consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or; (2) the City and/or NJDEP, unless caused by the sole negligence of the City and/or NJDEP.

Proof of this insurance shall be provided to the City before the leased premises are occupied. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of the Tenant's insurance obligations set forth herein. In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City and/or NJDEP, the Tenant will defend and indemnify the City and/or the NJDEP at the Tenant's expense.

Minimum of Liability.

The Tenant shall obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Tenant shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

$ 1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

$ 2,000,000 General Aggregate

$ 2,000,000 Product/Completed Operations Aggregate

$ 1,000,000 Personal and Advertising Injury Limit.

Contractual Liability that will respond to indemnification clause included in the contract shall be included in the policy. If the Tenant has more than one (1) location covered by this policy, the "Designated Location(s) General Aggregate Limit" endorsement, referencing the location in this Lease shall be included in the policy. In the alternative the Tenant may provide a Commercial General Liability policy with no General Aggregate. If any athletic events are conducted on the leased premises, coverage shall include liability for injury to participants.

Liquor Liability Insurance (Only applies if alcohol is sold or served)

$ 1,000,000 Per Occurrence & Aggregate

Automobile Liability Insurance

$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

Workers' Compensation and Employers' Liability Insurance

$ 500,000 Each Accident

$ 500,000 Each Employee for Injury by Disease

$ 500,000 Aggregate for Injury by Disease.

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included".

Umbrella Liability Insurance (Only applies if the General Liability General Aggregate applies per policy and no food or alcohol is served)

$ 1,000,000 per Occurrence

$ 1,000,000 Aggregate

The Umbrella shall provide additional limits in excess of the General Liability, Automobile Liability and Employers Liability policy limits listed above. The coverage will be at least as broad as the coverage provided in these policies.

Property Insurance

Tenant shall insure their building or contents equal to their 100% Replacement Cost. Business Income insurance will be included for a limit equal to one (1) full season's income. In lieu of the requirements in this paragraph, the Tenant may sign a waiver of liability in favor of the City and NJDEP for all losses incurred to their building or contents including the loss of income.

Additional Insured Status and Certificate of Insurance.

The City and NJDEP, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds on the Tenant's Commercial General Liability policy, Automobile Liability policy and Liquor Liability policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by the City or NJDEP is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Tenant, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the City and NJDEP and this clause shall apply to the City's and NJDEP's elected or appointed officials, officers, agents and employees with respect to all projects during the policy term. It should also apply to the Tenant's Workers' Compensation policy if allowed by state law.

Prior to Commencement of work, Tenant shall submit a Certificate of Insurance in favor of the City and NJDEP and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

No Limitation on Liability.

In any and all claims against the Additional Insureds by any employee of the Tenant, anyone directly or indirectly employed by the Tenant or anyone for whose acts the Tenant may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Tenant under workers' compensation acts, disability benefit acts or other employee benefit acts.

Cancellation, Renewal and Modification.

The Tenant shall maintain in effect all insurance coverages required under this section at the Tenant's sole expense. The policies shall contain a provision that coverage will not be cancelled, not renewed, or materially changed until at least ninety (90) days prior written notice has been given to the City. Certificate of insurance showing the required coverage to be in force must be delivered to the City

prior to the occupancy of the leased premises. In the event the Tenant fails to obtain or maintain any insurance coverage required under this Section, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Tenant, or, in the alternative, terminate this agreement.

Insurance by Landlord and NJDEP

It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by the City or NJDEP is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Tenant, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

Waiver of Subrogation

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the City and NJDEP and this clause shall apply to the City's and NJDEP's elected or appointed officials, officers, agents and employees with respect to all projects during the policy term. It should also apply to the Tenant's Workers' Compensation policy if allowed by state law.

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insurance coverage required under this Section, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Tenant, or, in the alternative, terminate this agreement.

11. Additional Use Limitations. The Tenant shall not occupy or use the Leased Beach or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as provided in this Lease, nor for any purpose deemed unlawful, disreputable, or hazardous. Use of lands by the Tenant in a protected sand dunes area is subject to Atlantic City Ordinance No. 22 of 1989, as amended. Further, Landlord and Tenant acknowledge that, pursuant to Ordinance 95 of 2004, the City has given authority for horseback riding concessions to be operated on the Beach from October first through May first each year. Tenant understands that the routes for said horseback riding may encroach on the Leased Beach and will endeavor to cooperate with the horseback riding concession operator to co-utilize the area. Landlord and Tenant agree that no horseback riding concession shall operate in or otherwise disturb a Restricted Area as defined in paragraph 5 above. Furthermore, the City, as the Landlord, expressly reserves the air rights of all leased areas and the right to use and approve the use of the air rights to the leased areas for the purpose of, but not limited to; the contracts for a zipline concession or the air show. The City also reserves the right to allow the Army Corp of Engineers to stage equipment for beach replenishment wherever and whenever necessary to accommodate their project.

12. Compliance with Green Acres Program. The Leased parcels are owned and operated by the City of Atlantic City subject to the rules and requirements of the New Jersey Department of Environmental Protection (NJDEP), Green Acres Program including but not limited to N.J.A.C. 7-36. Failure to use the leased property in accordance with the requirements of the NJDEP Green Acres Program shall constitute grounds for termination of the Lease.

13. Eminent Domain. If the Leased Beach or any portion thereof, shall be taken under eminent domain or condemnation proceedings or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to any other governmental or other public authority, agency, body or public utility, pursuant to a condemnation proceeding, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing. The Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of

formal condemnation proceedings; and all rights to the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such entity seeking to take or acquire the Leased Beach or any portion thereof. The Tenant covenants and agrees to vacate the Leased Beach, remove all the Tenant's personal property there from and deliver up to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

14. Landlord's Right to Cure. If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of this Lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant. Said cost and expense shall be payable on demand, or at the option of the Landlord, shall be added to the rental payment due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease.

15. Landlord's Right to Inspect.The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Leased Beach or any part thereof, at all reasonable hours, for the purpose of examining same, inspecting any operations thereon, and making such repairs or alterations as may be necessary for the safety and preservation of the leasehold. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs. Nothing in this lease shall preclude the right of inspection by the NJDEP Green Acres Program.

16. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Leased Beach by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

17. Landlord's Right of Re-Entry. If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or should the Tenant be evicted by

summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter the Leased Beach and take possession; and re-let the Leased Beach and receive the rents therefore and apply the rents to the payment of expenses, reasonable attorney fees and costs, alterations and repairs incurred as a result of re-entering and repossessing the Leased Beach and to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

18. Landlord's Right to Terminate Lease. Upon the occurrence of any of the contingencies set forth in the preceding Paragraph, or should the Tenant be adjudicated bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this Lease and the term hereof, upon giving the Tenant five (5) day notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease shall end on the date fixed in such notice and the Landlord shall have the right to remove all persons, goods, fixtures, and chattels there from, by force or otherwise, without liability for damages.

19. Limitation of Landlord's Liability. The Landlord and NJDEP shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the use and occupancy of the Leased Beach.

20. Landlord's Rights and Remedies Cumulative. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, shall not be deemed as a waiver or a relinquishment of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect. Further, should the Tenant be in default of any terms of this Lease, the City shall have the right to terminate this Lease upon (30) day notice to the Tenant unless tenant cures such default in a thirty-day (30) period.

21. Tenant's Obligations Not to Abate. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord. Notwithstanding the above, if, in the opinion of the Landlord's Business Administrator in consultation with the Chief of the Beach Patrol, the sand on the Leased Beach has eroded so significantly between the southerly line of the dune and the water's edge as to make that area substantially unusable at high tide, then the Rent payment for the lease year so determined shall be abated and not due from Tenant for that year. Said determination, if appropriate, shall be made prior to the payment due date for each lease year.

22. Provisions Severable. The terms, conditions, covenants, and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

23. Notices. All notices required under the terms of this Lease shall be complete upon the mailing of such notices by certified or registered mail, return receipt requested, to the mailing address set forth above. If the party's mailing address is different from its physical address, the mailing address shall be used unless it becomes necessary to serve the party at its physical address, or to such other address as such party may designate in writing, which notice of change of address shall be given in the same manner.

24. Landlord's Covenants; Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Leased Beach and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold, and enjoy the Leased Beach for the term of the lease. This use of the Leased Beach or any portion thereof, except for any portion upon which is located any built-in place cabana or other structure of the Tenant, is subject to suspension for any aggregate period of seven (7) calendar days per year upon fourteen (14) days written notice to the Tenant for the purpose of scheduling certain large scale events on the beach such as, but not limited to, concerts and athletic events.

25. Entire Contract; Modifications to be in Writing. This Lease contains the entire contract between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

26. Tenant's Waiver of Subrogation. The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees, or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured unless barred by state law. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

27. Conformance of Invalidated Provisions. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

28. Number; Gender; Binding Agreement. In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

29. Effective Date. The within Lease is effective as of the date of the Mayor's signature.

DISCLAIMER: PRIOR TO EXECUTION THE CITY OF ATLANTIC CITY RESERVES THE RIGHT TO REVISE THIS AGREEMENT FOR ANY REASON

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

ATTEST:

Paula Geletei

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: Marty Small Sr.

Marty Small, Sr., Mayor

DATE: 5-16-22

ATTEST:

_____

Secretary

TENANT:

BY: [signature]

(MARINOV) (Title)

The within Lease approved as to form and execution.

Date: 5/12/22

BY: Matthew Sykes

Matthew Sykes, Asst. City Solicitor

lot 32

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Nottingham Agency Inc.
169 N. Main Street
Yardley PA 19067

CONTACT NAME: Gina Schick
PHONE (A/C, No, Ext): 215-493-1996 FAX (A/C, No): 215-493-0395
E-MAIL ADDRESS: gschick@nottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Eastern Alliance Insurance Company	10724
INSURER B : New Jersey Manufacturers Insurance Company	12122
INSURER C : Evanston Insurance Company	35378
INSURER D : Scottsdale Insurance Co.	
INSURER E :	
INSURER F :	

INSURED
Sunny Side Up AC LLC
224 Dogwood Avenue
Egg Harbor Township NJ 08234-5321

SUNNSID-02

COVERAGES **CERTIFICATE NUMBER:** 1656168197 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		CPS7564137	4/25/2022	4/25/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			1103546867	4/19/2022	4/19/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			EZXS3077390	4/25/2022	4/25/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0000118711	4/25/2022	4/25/2023	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Atlantic City is included as additional insured as per form CG 2012 regarding general liability with respects to premises leased to named insured at:
Beach Lot #32 Central Pier (Tennessee) - Mid Ocean

CERTIFICATE HOLDER

The City of Atlantic City
1301 Bacharach Blvd.
Atlantic City NJ 08401
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Regina Schick

Resolution of the City of Atlantic City

No. 253

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Adetoro Aboderin /s/ Chief Financial Officer

Prepared by City Solicitor's Office

Council Members TIBBITT & KURTZ presents the following Resolution:

RESOLUTION TO ACCEPT HIGH BIDS SUBMITTED AT BEACH CONCESSION AUCTION HELD ON APRIL 19, 2022

WHEREAS, pursuant to Resolution No. 79 of 2022 adopted by the Council of the City of Atlantic City on February 23, 2022, authorization was given to offer for lease at public auction the beach concessions described as;

BEACH LOTS (2 year lease) MINIMUM BID (Each Lot)

LOT	STREET	Min Bid for 2 Year Lease
1	Jackson to mid Montgomery	$2,400.00
2	Mid Montgomery to Berkley	$2,400.00
3	Berkley to Bartram	$2,400.00
4	Bartram to Delancy	$2,400.00
5	Delancy to Richmond	$2,400.00
6	Richmond to Annapolis	$2,400.00
7	Annapolis to Dover	$2,400.00
8	Dover to Seedorf	$2,400.00
9	Seedorf to Lincoln	$2,400.00
10	Lincoln to Roosevelt	$2,400.00
11	Roosevelt to Albany	$4,400.00
12	Albany to Hartford	$4,400.00
13	Hartford to Providence	$4,400.00
15	Boston to Sovereign	$5,000.00
22	Albion to mid-Bellevue	$12,910.00
23	Mid Bellevue to Georgia	$6,684.00
24	Mississippi to mid-Columbia	$13,200.00
25	Mid Columbia/Columbus to-PIER	$14,520.00
29	Indiana to Mt Vernon	$8,910.00
30	Mt Vernon to Westminster	$29,000.00
31	Westminster to (St J) Central Pier	$29,000.00
32	Central Pier (TN)- mid Ocean	$8,910.00
41	Vermont to New Hampshire	$2,400.00
42	New Hampshire to Jetty (Maine)	$2,400.00

WHEREAS, on April 19, 2022, at 11:00 a.m., the said beach concession areas were offered for sale at public auction; and

WHEREAS, on April 19th, 2022, at 11:00 the following entities or their assignors were the highest bidders for leases for the specified concession area:

Beach Lot	High Bid	High Bidder
Lot 1	No Bid	
Lot 2	No Bid	
Lot 3	No Bid	
Lot 4	No Bid	
Lot 5	No Bid	
Lot 6	No Bid	
Lot 7	No Bid	
Lot 8	No Bid	
Lot 9	No Bid	
Lot 10	No Bid	
Lot 11	No Bid	
Lot 12	No Bid	
Lot 13	No Bid	
Lot 15	$5,000.00	Shore Management Group, Inc
Lot 22	$20,000.00	Mahabub Khan
Lot 23	No Bid	
Lot 24	$32,000.00	Sunny Side Up AC, LLC
Lot 25	$32,100.00	Boardwalk Regency, LLC
Lot 29	$23,000.00	2110-2118AC, LLC
Lot 30	$44,100.00	Sunny Side Up AC, LLC
Lot 31	$44,500.00	Sunny Side Up AC, LLC
Lot 32	$20,100.00	Sunny Side Up AC, LLC
Lot 41	No Bid	
Lot 42	No Bid	

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the high bid submitted as shown above for the lot listed and shown on the attached map, under the conditions enumerated in Resolution 79 of 2022, are hereby accepted; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to a lease, substantially in the form approved by the City Solicitor from the City of Atlantic City to the successful bidder, its assignee or designee, for the lots shown and for the above stated consideration; and

BE IT FURTHER RESOLVED that the successful bidders shall be responsible for all applicable approvals necessary under Federal, State and local law.

ew May 11, 2022 11:23 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH	X					
KURTZ	X						SHABAZZ	X				X	
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	X					
							TIBBITT, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 20, 2022

/s/ Paula Geletei, City Clerk