

1895/10

FIRST AMENDMENT TO LEASE
SHORE MANAGEMENT GROUP, INC.

By and between:

Landlord:

City of Atlantic City, and

Tenant:

Shore Management Group, Inc.

Regarding:

Leased Beach Lot(s):

Beach Lot 23 ("Beach Lot") Mid Bellevue Ave. to Georgia Ave.

This First Amendment to Lease ("First Amendment") dated June , 2026 ("Effective Date") modifies the terms of that certain Lease ("Lease") between the Landlord and Tenant referenced above which Lease was dated on or about May 30, 2025, and containing the terms and conditions for the lease of the Beach Lot referenced above. In the event of any conflict or inconsistency between the Lease and First Amendment, this First Amendment shall control.

Landlord and Tenant, relying on each other's promises and assurances and for other good and valuable consideration, agree upon the following:

1. **Leased Lot:** The original Lease is for Beach Lot 23, Mid Bellevue Avenue to Georgia Avenue. It is necessary to change the location of the Leased Lot to Beach Lots 17 & 18, Montpelier Avenue to Morris Avenue. Upon the execution of this First Amendment, and continuing for the duration of the original Lease, Shore Management Group, Inc shall lease Beach Lots 17 & 18, all the terms and provisions of the Lease shall apply, except as modified by this Amendment.
2. Condition of the Beach Lot(s). Tenant shall continue to lease the Beach Lot(s) in its as-is condition.
3. Landlord and Tenant each represent and warrant that neither party has dealt with any broker, agent or finder in connection with this Amendment. Each party hereby agrees to indemnify, defend and hold harmless the other from any suit, action, expense, cost, liability (including reasonable legal fees and expenses) claim or demand whatsoever that may be instituted, asserted against or by an indemnitee by any such broker, agent or finder who claimed to have dealt with the indemnitor.
5. Tenant hereby represents and warrants to Landlord that it has no causes of action, defenses, setoffs, claims or demands whatsoever, in law or in equity, against the Landlord as of the Effective Date related to the Lease or the leased premises.
6. Tenant and Guarantor hereby represents to Landlord that (a) the execution and delivery of this Amendment, the consummation of the transactions contemplated by and the performance of all its obligations under this Amendment by Tenant and Guarantor have been duly and validly authorized by all requisite corporate, partnership or limited liability company action; (b) no other corporate, partnership

or limited liability company approval is required to authorize any of the transactions contemplated herein; and (c) the individual (or individuals) who executes and delivers this Amendment on behalf of Tenant and Guarantor is authorized to do so.

7. All other terms and conditions of the Lease are hereby ratified and confirmed and shall continue to be and remain in full force and effect. Upon execution and delivery of this Amendment, the Lease shall be deemed amended to include this Amendment.
8. This Amendment shall be binding upon, and inure to the benefit of the parties and, unless otherwise herein provided, their respective successors and permitted assigns.
9. Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease. If any term or provision of this Amendment or the application thereof shall to any extent be invalid or unenforceable as to the remainder of this Amendment, then the application of such term or provision other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
10. This Amendment shall have no force or effect unless and until it is fully executed and delivered by the parties referred to below.
11. This Amendment may be executed in several counterparts each of which when executed by the requisite parties shall be deemed to be a complete original document. An electronic or facsimile copy thereof shall be deemed, and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Amendment to be duly executed and delivered on the date appearing with their signature.

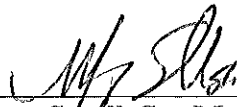
Landlord:

Attest:



Paula Geletei, City Clerk

City of Atlantic City



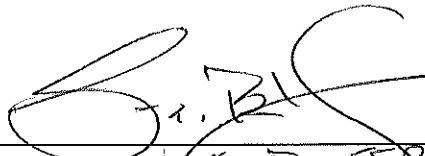
Marty Small, Sr., Mayor

Date: 7/10/2026

Tenant:

SHORE MANAGEMENT GROUP, INC.

Attest/Witness:


LARRY E. BELFER PRESIDENT

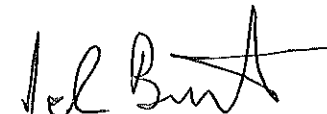
Date: _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE [LOTS 23]

Approved as to form and execution.

Date:

7/7/2026


Jack A. Berenato
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 327

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

Factual contents certified to by

City Solicitors/s/ Michael J. Perugini

Assistant City Solicitor/s/ Jack Berenato

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & KURTZ present the following Resolution:

RESOLUTION TO AMEND LEASE WITH SHORE MANAGEMENT GROUP, INC. RELOCATING FROM BEACH LOT 23 TO BEACH LOTS 17 & 18

WHEREAS, by Resolution No. 444 adopted June 18, 2025, the City of Atlantic City entered into an agreement with **SHORE MANAGEMENT GROUP, INC.** (the "Tenant"), to operate a beach concession, chairs and umbrellas, at Beach Lot 23 (the "Lease"); and

WHEREAS, it is necessary to amend the Lease to relocate Tenant from Beach Lot 23 to Beach Lots 17 & 18; and

WHEREAS, this matter was presented to and received approval from the City Council Planning & Development Subcommittee on May 6, 2026.

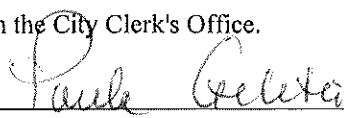
NOW, THEREFORE, BE IT RESOLVED City Council of the City of Atlantic City is authorizing the Mayor to execute and the City Clerk to attest to an agreement to amend the Lease relocating the Tenant from Beach lot 23 to beach lots 17 & 18, to be known as **AMENDATORY AGREEMENT No. 1**, approved and adopted by the City Council, said agreement to be approved as to form and execution by the City Solicitor

July 8, 2026 11:56 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.
AHMED	X						KURTZ	X					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, 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: MAY 13, 2026


/s/ Paula Geletei, City Clerk