A-898/KC

INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CASINO REINVESTMENT DEVELOPMENT AUTHORITY AND THE CITY OF ATLANTIC CITY FOR LEASING 987 SQUARE FEET OF COMBINED SPACE AT JIM WHELAN BOARDWALK HALL FOR USE AS AN ATLANTIC CITY POLICE SUBSTATION FOR AN APPROXIMATE TEN-YEAR TERM BEGINNING JUNE 1, 2023 AND ENDING DECEMBER 31, 2032

THIS INTER-GOVERNMENTAL GRANT AGREEMENT (this "Agreement") is made as of the 31 day of August, 2023, by and between the **CASINO REINVESTMENT DEVELOPMENT AUTHORITY**, a public body corporate and politic established in, but not of, the Department of the Treasury of the State of New Jersey and existing under and by virtue of the laws of the State of New Jersey, having its offices at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey, 08401 (the "Authority" or "CRDA"); and the **CITY OF ATLANTIC CITY**, a public body corporate and politic of the State of New Jersey, with an address at City Hall, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (the "City").

Recitals

A. The Casino Reinvestment Development Authority (the "Authority" or "CRDA") is desirous of repurposing available and underutilized space at the Jim Whelan Boardwalk Hall ("JWBH") to ensure the building is being put to its best use and remains active within in the community.

B. To further its objective to occupy underutilized space, the CRDA has discussed with the Atlantic City Police Department ("ACPD") the possible mutual benefits of the ACPD utilizing available space at JWBH along the Boardwalk frontage. The offices and conference rooms located at the corner of Mississippi Avenue and the Boardwalk are available for reuse with minimum cost to the Authority. The area is approximately 987 square feet of combined office space, a private restroom with a shower, and conference room, which could be utilized for police rollcall/breakroom with sufficient additional space for lockers and firearm storage.

C. The ACPD is currently operating a temporary substation located at the Casino Control Commission ("CCC") building at Tennessee Ave and the Boardwalk. Relocating the police substation to JWBH would provide the ACPD with an added visual presence on the Boardwalk that the ACPD does not currently have at the CCC building. It would also provide the ACPD the ability to park police cars adjacent to the substation utilizing the Mississippi Avenue Boardwalk ramp. An added feature of an ACPD substation at JWBH is the convenient police presence during the numerous events that take place in this historic building and its close proximity to the Public Safety Building.

D. Pursuant to Resolution 23-40 adopted March 21, 2023, (attached as Exhibit "A") the Authority authorized the Executive Director to negotiate and execute this Agreement with the City to lease 987 square feet of combined space at JWBH for a police substation for an approximate ten-year term beginning June 1, 2023 and ending December 31, 2032, with the option to renew for two additional five-year terms.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and agreeing to be bound, the parties hereto mutually agree as follows:

1. Recitals.

The foregoing recitals of this Agreement are hereby specifically incorporated herein by reference.

2. Designated Space.

Subject to, and in consideration of, the terms and conditions herein, and in accordance with the Resolutions recited herein, Authority has approved and authorized the sublease of 987 square feet of combined space consisting of a private restroom with shower, conference room and sufficient additional space for lockers and firearm storage on the corner frontage of the JWBH at Mississippi Avenue and the Boardwalk (the "Sublease"). See Exhibit "B" attached hereto.

3. Sublease.

The Sublease between the Authority and the City for use of the designated space described above shall be restricted to establishment and occupancy as a Police Substation to be manned by the ACPD only.

4. Term.

The Sublease will be for an initial term of approximately ten (10) years, with the option to renew for two (2) additional five (5) year terms.

5. Lease Payments.

The Authority shall Sublease the designated space to the City for use as a ACPD Substation at a nominal rate of ten dollars ($10.00) per year for the initial term of the Sublease and each renewal period thereafter.

6. Representations by the City; City's Covenants.

The City hereby represents, warrants, certifies and guarantees with respect to this Agreement that:

(a) The City possesses the legal authority to enter into and execute this Agreement and corresponding Sublease;

(b) It is a public body corporate and politic of the State of New Jersey, duly organized and validly existing under the laws of the State of New Jersey;

(c) The execution and delivery by the City of this Agreement and any other document, and the performance of the transactions contemplated herein, are within the City's powers, have been duly authorized by all necessary action and do not and will not violate any provision of law, or result in the breach of,

or constitute a default or require any consent under any indenture or other agreement or instrument to which the City is a party; and

(d) No consent or approval from, or notice to or filing with, any federal, state or other regulatory authority is required in connection with the execution of, or performance under this Agreement by the City. Notwithstanding the forgoing, Authority recognizes that City must get approval from the State of NJ to enter into this Agreement.

7. General Conditions. In addition to any other conditions contained in this Agreement and the Sublease contemplated hereunder shall be contingent upon and subject to the following:

(a) Compliance with all applicable federal, state and local laws, and the receipt of all required approvals from any federal, state or local governments or their respective agencies; and

(b) Compliance in all material respects (as determined by the Authority) with the statements, representations and agreements set forth by the City and the ACPD related to this Agreement and the subject Sublease; and

(c) Compliance in all material respects (as determined by the Authority) with the terms and conditions of this Agreement.

8. Assignment.

The City shall not assign or otherwise transfer any interest in this Agreement without the prior written approval of the Authority.

9. Third Parties.

Nothing contained in this Agreement shall create any express or implied contractual obligation on the part of the Authority toward any third party retained by the City to perform any services regardless of nature.

10. Notices.

All notices, consents, and other communications hereunder may be given by telephone and confirmed in writing and delivered by confirmed facsimile transmission or by registered or certified mail, return receipt requested, to the following addresses:

(a) To the Authority at:

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Telephone: (609) 347-0500
Facsimile: (609) 340-8016

Attn: Executive Director

With a copy to: Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Telephone: (609) 347-0500
Facsimile: (609) 340-8016
Attn: Law Department

(b) To the City at:

City Hall
1301 Bacharach Boulevard
Atlantic City, New Jersey 08401
Telephone: (609) 347-5400
Attn: Mayor

With a copy to: City Hall
1301 Bacharach Boulevard
Atlantic City, New Jersey 08401
Telephone: (609) 347-5540
Facsimile: (609) 347-5210
Attn: City Solicitor

Service of notices by confirmed facsimile transmission shall be deemed effected on the next business day thereafter, and service by register or certified mail as provided above shall be deemed effected on the third (3rd) business day after deposit in the United States mail, postage prepaid. Either party hereto may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

11. Termination.

Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by the Authority or the City for any reason upon thirty (30) days written notice to the non-terminating party. Additionally, the termination provisions as set forth in the Sublease shall be applicable throughout the initial term and subsequent renewal terms thereof.

12. Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of New Jersey.

(b) If one or more of the provisions of this Agreement shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity or enforceability of the remaining provisions.

(c) This Agreement shall not be modified by any oral agreement, or by any implied agreement or custom, and no waiver by the Authority of these

provisions shall be deemed to have been made, unless in writing.

(c) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

(e) No consent or waiver, express or implied, by the Authority to or of any breach or default by the City in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by the City hereunder. Failure on the part of the Authority to complain of any act or failure to act of the City or to declare the City in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by the Authority hereunder.

(f) Except as otherwise set forth herein, the covenants contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their successors in interest.

(g) This Agreement may be executed in any number of counterparts, including facsimile counterparts (with originals to follow via regular mail), each of which shall be deemed an original, but such counterparts shall together constitute both one and the same agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Authority and the City have caused this Agreement to be executed by their authorized representatives all as of the date first above written.

WITNESS:

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

By: _____
Sean M. Pattwell
Executive Director

Approved as to form by the Authority's Law Department

Date: 9-6-23

By: _____

ATTEST:

CITY OF ATLANTIC CITY

_____
Name: PAULA GELETEI
Title: City Clerk

By: _____
Marty Small, Sr., Mayor

Date: 8/31/2023

By: _____

Approved as to form and execution

Date: 8/30/23

By: _____
Peter T. Sallata, Esq.
Assistant City Solicitor

Exhibit "A"

RESOLUTION 23-40

RESOLUTION OF THE CASINO REINVESTMENT DEVELOPMENT AUTHORITY APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ATLANTIC CITY FOR THE LEASING OF 987 SQUARE FEET OF COMBINED SPACE AT JIM WHELAN BOARDWALK HALL FOR USE AS A POLICE SUBSTATION AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT FOR A TEN-YEAR TERM BEGINNING APRIL 1, 2023 THROUGH DECEMBER 31, 2032, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL FIVE-YEAR TERMS

WHEREAS, pursuant to Resolution 13-155 adopted November 19, 2013, the Casino Reinvestment Development Authority (the "CRDA" or "Authority") entered into a facilities management agreement dated as of January 1,2014, as amended, with Global Spectrum now known as Spectra Venue Management (the "Facilities Manager")to serve as the Authority's agent to manage and operate the Atlantic City Convention Center and Jim Whelan Boardwalk Hall ("JWBWH"); and

WHEREAS, pursuant to Resolution 22-143 dated November 15, 2022, the Board authorized the Executive Director to negotiate and execute a lease agreement with District Council 21 IUPAT for 7,800 sq. ft. of office space that was available at Jim Whelan Boardwalk Hall ("JWBH") along the Northeast corner of Pacific Avenue side of the building. The purpose of the lease was to aid District Council 21 IUTP to provide a training space at JWBH to assist in development of the next generation of skilled labour force and support a labour incubator program for the local trades. The program will utilize and provide alternative routes of employment for students in local high schools for generations to come. The secondary benefit is derived from the repurposing of available and underutilized space in the building. Far too often great buildings fall into disrepair from not being utilized; and

WHEREAS, to further its objective to occupy underutilized space, the CRDA has been in discussions with the Atlantic City Police Department ("ACPD") regarding the possible mutual benefits of the ACPD utilizing available space at JWBH along the Boardwalk frontage. The offices and conference rooms located at the corner of Mississippi Avenue and the Boardwalk are available for reuse with minimum cost to the Authority. The area is approximately 987 square feet of combined office space, a private restroom with a shower, and conference room, which could be utilized for police rollcall/breakroom with sufficient additional space for lockers and firearm storage. The ACPD is currently operating a temporary substation located at the Casino Control Commission ("CCC") building at Tennessee Ave and the Boardwalk. Relocating the police substation to JWBH would provide the ACPD with an added visual presence on the Boardwalk that the ACPD does not currently have at the CCC building. It would also provide the ACPD the ability to park police cars adjacent to the substation utilizing the Mississippi Avenue Boardwalk ramp. An added feature of an ACPD substation at JWBH is the convenient police presence during the numerous events that take place in this historic building, and it is closer to the Public Safety Building; and

WHEREAS, the Authority seeks to approve an Intergovernmental Agreement with the City of Atlantic City to lease 987 square feet of combined space at JWBH for a police substation and to authorize the Executive Director to negotiate and enter into a lease agreement with an initial 10-year term beginning April 1, 2023 and ending December 31, 2032, with the option to renew for two (2) additional five (5) year renewal terms; and

WHEREAS, the space is currently serviced by the building's electric service along with the building's central chilling and heating systems so the utility service costs will continue to be maintained by CRDA. On-site parking is ample and readily available; and

WHEREAS, the Convention Center and Marketing Committee has reviewed the proposed action and recommends approval.

NOW, THEREFORE, BE IT RESOLVED by the Casino Reinvestment Development Authority, that:

1. The above recitals are incorporated herein as if set forth in full.

2. The Board approves an Intergovernmental Agreement with the City of Atlantic City consistent with the provisions of this Resolution.

3. The Board authorizes the Executive Director to negotiate and execute a lease for 987 square feet of combined space at Jim Whelan Boardwalk Hall for a police substation with the City of Atlantic City for a ten-year term beginning April 1, 2023 and ending December 31, 2032, with the option to renew for two (2) additional five (5) year renewal terms consistent with the provisions of this Resolution and Authority policy.

4. A copy of this Resolution shall be immediately transmitted to the Governor. This Resolution shall take effect immediately, but no action authorized herein shall have force and effect until the earlier ofthe passage of ten (10) days, Saturdays, Sundays and public holidays excepted, after the delivery of the copy to the Governor, or the Governor's approval.

I hereby certify that this document is a true and correct copy of Resolution 23-40 of the Casino Reinvestment Development Authority.

Michael Beson

MICHAEL BESON, SECRETARY

MEETING OF MARCH 21, 2023

Exhibit "B"

SUBLEASE

A-890/KC

SUBLEASE BY AND BETWEEN

CASINO REINVESTMENT DEVELOPMENT AUTHORITY,
AS LANDLORD

AND

CITY OF ATLANTIC CITY
AS TENANT

FOR SPACE AT
JIM WHELAN BOARDWALK HALL (EAST), ATLANTIC CITY, NEW JERSEY

This Sublease ("Sublease") is made and entered into as of _____ 1, 2023 (the "Effective Date") by and between CASINO REINVESTMENT DEVELOPMENT AUTHORITY (the "Landlord") and the CITY OF ATLANTIC CITY (the "Tenant"). (Landlord and Tenant may be referred to singly as a "Party" and collectively as the "Parties")

W I T N E S S E T H:

WHEREAS, the Landlord is the successor in interest to the New Jersey Sports and Exposition Authority (the "NJSEA"), as Lessee under that certain Lease (the "Lease") by and between the NJSEA and the Atlantic County Improvement Authority (the "ACIA" or "Lessor") dated November 12, 1992 for the Historic Boardwalk Hall, also known as "East Hall" and "Jim Whelan Boardwalk Hall (hereinafter referred to as "East Hall" or "JWBH"); and

WHEREAS, by Resolution adopted July 6, 2011, the ACIA consented to the assignment by the NJSEA of the NJSEA's entire leasehold interest in the East Hall directly to and in favor of Landlord and the assumption by Landlord of all of the NJSEA's rights and obligations under the Lease; and

WHEREAS, the Landlord desires to make available, and the Tenant desires to sublease, the Demised Premise (as defined hereinafter) for the Permitted Uses (as hereinafter defined), all in accordance with the terms and conditions of this Sublease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree with each other as follows:

ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS

Section 1.01. Basic Sublease Provisions and Definitions.

Wherever used in this Sublease, the following terms shall have the meanings indicated. Each reference in this Sublease to any of the Basic Sublease Provisions in this Section 1.01 shall be deemed and construed to incorporate all of the terms provided under such Basic Sublease Provisions, provided that the Basic Sublease Provisions shall be controlled by the specific terms and provisions of this Sublease relating to the subject matter of the Basic Sublease Provisions.

Landlord: Casino Reinvestment Development Authority, ATTN: Executive Director. Notwithstanding anything to the contrary herein, Global Spectrum, LP ("Global" or "OVG-360") shall, for that period of time during which it is managing East Hall on behalf of Landlord, act as agent of Landlord, however, Global does not assume any independent liability to Tenant hereunder.

Tenant: CITY OF ATLANTIC CITY (the "City") with offices at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 Attn: Mayor and/or Business Administrator.

The Demised Premises: Approximately 987 square feet of combined space located at the corner

of Mississippi Avenue and the Boardwalk of JWBH comprised of office space, a private restroom with shower and a conference room, as depicted on Exhibit A attached hereto and made a part hereof.

Permitted Uses: Tenant shall use the Premises exclusively for the purpose of establishment and operation of a ACPD Substation. Tenant, which provides public safety shall be permitted to park marked police vehicles only on the Mississippi Avenue Boardwalk ramp while occupying the Substation.

Commencement Date: Subject to any extensions as provided herein, the Commencement Date shall be June 1, 2023 ("Possession Date").

Term: This Sublease Term shall run for approximately ten (10) years beginning on the Effective Date and continuing thereafter until December 31, 2032. The Parties acknowledge that the Demised Premises are presently in use and that the Landlord will provide the leasable space as a vacant vanilla-shell and that the Tenant, at its sole cost and expense, will undertake certain fit-out improvements, as and when approved by Landlord, in its sole and absolute discretion; accordingly possession shall be deemed delivered when: (i) the Sublease is executed and delivered by both Parties; and (ii) the Demised Premises are delivered to Tenant free and clear of any tenancies or occupancies, provided that Landlord's obligations under Sections 2.03 and 3.03, hereof have been fulfilled. The Sublease shall end on the last day of the month of December 2032 (the "Expiration Date"), unless sooner terminated as otherwise provided herein.

There shall be two (2) renewal options of five (5) years ("Option Terms"). The Option Terms shall commence on the day immediately following the last day of the prior Term and shall terminate on the last day of the last calendar month in the Option Term. Tenant must notify Landlord of its election to exercise the Option Term by written notice given no later than twelve (12) months prior to the last day of the Term, subject to approval of Landlord. The terms of this Sublease shall be applicable to all Option Terms.

Rent: Fixed Rent: **$10.00** per year from the Commencement Date through and including the last day of the tenth (10^{th}) year of the Sublease Term, payable on the first day of each new term year.

Included in Rent: Included within Tenant's Rent shall be the following utilities and services: parking, electric, HVAC. CAM, any associated connection fees and costs, and waste removal are to be coordinated with Facility Management due the secured nature of the Substation. Additional services, such as housekeeping, are to be negotiated with Facility Management and are not covered by the terms herein.

Lease: The terms and conditions of this Sublease shall be subject to the terms and conditions of the Lease. Landlord has a valid assignment of all of NJSEA's rights and obligations under the Lease and through execution of this Sublease, Landlord warrants and represents that it has a valid assignment of all of the NJSEA's rights and obligations under the Lease and nothing contained in the terms of the Lease could be construed to limit Landlord's authority to enter into this Sublease or otherwise impact, restrict or impair in any way any of Tenant's rights under this Sublease.

Miscellaneous: Signs: Tenant shall submit any proposed signage for all or any portion of the Demised Premises to the Landlord for approval, such approval not to be unreasonably withheld or delayed.

ARTICLE II: DEMISED PREMISES

Section 2.01. Demised Premises.

Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, hereby leases to Tenant the Demised Premises as identified herein and on Exhibit A, together with the improvements and appurtenances constructed and to be constructed thereto and therein by Tenant at Tenant's sole costs and expense, as identified on Tenant's Plans attached hereto as Exhibit B, which include, but are not limited to, command desk, gun safe, lockers, and other necessary equipment required to man and operate a Police Substation, and Tenant hereby leases the Demised Premises from Landlord, for the Sublease Term. All measurements of the Demised Premises and of leasable area are made from the outside of exterior walls and from the center of interior walls.

(a) Except as set forth herein, it is expressly agreed that nothing contained in this Sublease shall be construed as a grant or rental of (and the Demised Premises shall not include) (i) any space above the finished ceiling of the Demised Premises, if not currently existing (or, if none, above the bottom edge of the framework supporting the roof), (ii) any rights in the roof or exterior of the building within which the Demised Premises is located, or (iii) the land upon which the Demised Premises is located.

(b) During the Sublease Term, or any Option Term, Tenant shall have the right, at its sole expense, to install network systems equipment, including any cabling or wiring in the Demised Premises all as more fully described on Exhibit C hereto, as amended from time to time with the Landlord's written approval, not unreasonably withheld (collectively, the "Equipment"). Tenant shall be entitled to continuing access to perform any installation, maintenance, repairs and replacements of the Equipment that Tenant deems necessary. Any work to be performed by Tenant shall comply with the applicable governmental approvals and industry best practices, and coordinated with Landlord. Tenant warrants and represents that (i) Tenant shall repair any damage to the Demised Premises caused by the installation or operation of the Equipment, and (ii) the installation, existence, maintenance and operation of the Equipment shall not constitute a violation of any applicable laws, ordinances, rules, orders, regulations of any Federal, State, county and municipal authorities having jurisdiction there-over. At the expiration or sooner termination of the Sublease, Tenant shall remove the Equipment from the building at Tenant's sole cost and expense. Tenant shall leave the installation area in good order and repair. If Tenant fails to remove the Equipment when so required and restore the Demised Premises as herein provided, Tenant hereby authorizes Landlord to remove and dispose of the Equipment and restore the Demised Premises and to charge Tenant for all costs and expenses incurred in connection therewith.

(c) Upon taking possession of the Demised Premises, Tenant shall have the right, at its sole expense, to install new locks and install any required security system, which shall remain upon termination of the Sublease. Upon installation, Tenant shall deliver to Global four (4) sets

of the new keys and any codes and/or passwords as well as other pertinent information related to the operation of any security system that may be put in place.

(d) With respect to any work or improvements identified in Exhibit "B" or otherwise performed in connection with the Demised Premises, Tenant will require that all its contractors shall acquire and maintain appropriate insurance during construction and shall name Landlord and Global as an additional insured by endorsement, and all of Tenant's contracts with its contractors shall include a provision that requires the contractor to indemnify, defend and hold the Landlord and Global harmless from and against any and all claims, actions, suits at law or equity, judgments, expenses, costs, liabilities, fines and debts in connection with any injury, loss or damage as a result of the performance of the Tenant's Work.

Section 2.02. Condition of the Demised Premises.

Tenant acknowledges that it is familiar with the Demised Premises. Any and all work to the Demised Premises undertaken by Landlord as more fully described on Schedule D attached hereto (the "Landlord's Work") shall be Landlord's obligation to perform at Landlord's sole cost and expense.

Section 2.03. Surrender of the Demised Premises.

At the Expiration Date or upon the earlier termination of this Sublease in accordance with the terms and provisions hereof, Tenant shall quit and surrender the Demised Premises in "broom clean" condition and in the same condition as the Demised Premises were in upon delivery of possession, excluding Tenant's fixtures, equipment, and other personal property (collectively, "Tenant's Personal Property"), reasonable wear and tear and casualty excepted, and shall surrender all keys for the Demised Premises to the Landlord and shall inform the Landlord of all combinations of locks, safes and vaults, if any, in the Demised Premises. In the event Tenant fails to timely remove Tenant's Personal Property within forty-five (45) days following Landlord's notice therefore, any and all Tenant's Personal Property remaining in the Demised Premises shall become the property of Landlord and Landlord shall have the right to remove said items and restore the Demised Premises to "broom clean" condition as hereinabove required, all at Tenant's cost and expense.

ARTICLE III: TERM OF LEASE

Section 3.01. Sublease Term.

(a) The Sublease Term shall be for the period set forth in Section 1.01, unless sooner terminated in accordance with the terms and provisions of this Sublease. "Sublease Year" shall mean the twelve (12) consecutive calendar months commencing with the first day of the first full calendar month of the Sublease Term, and thereafter with each succeeding anniversary thereof. If the Commencement Date is other than the first day of a calendar month, the first Sublease Year shall include the period from the Commencement Date through the end of the month in which the Commencement Date occurs.

(b) If either Party intends to terminate the Sublease, it must provide no less than three (3) months written notice to the other Party, provided, however, that Landlord may terminate the Sublease if Tenant is in default of its obligations hereunder after any applicable notice requirements and cure periods have been afforded to Tenant as provided in this Sublease.

Section 3.02. Commencement of Sublease Term.

(a) The Sublease Term, and Tenant's obligation to pay "Rent" (as defined in Section 4.02) shall commence on the Commencement Date, as set forth in Section 1.01 and from and thereafter Fixed Annual Rent and Percentage Rent shall be paid as set forth in Section 1.01.

(b) The Parties hereby acknowledge that certain obligations under various Articles herein may commence prior to the Commencement Date, including, but not limited to, Landlord's Work, Tenant's fit out of the Demised Premises. With respect to any obligation to be performed prior to the Commencement Date, both Parties agree to be bound by all of such obligations from and after the date of this Sublease.

Section 3.03. Construction/Possession.

Landlord and Tenant hereby agree that, unless Tenant notifies Landlord in writing within thirty (30) days of taking possession of the Demised Premises as to patent defects, or within one (1) year from taking possession as to latent defects, Tenant's taking possession of the Demised Premises shall be deemed conclusive evidence of Tenant's acceptance of the Demised Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Except for Landlord's construction obligations, which includes Landlord's obligation to complete the construction in a good and workmanlike manner in compliance with all laws, codes and regulations; and as otherwise set forth in Exhibit D attached hereto ("Landlord's Work"), Tenant agrees that it will accept possession of the Premises as delivered provided Landlord has delivered written notice and opportunity to reply to the Tenant after Landlord's completion of all Landlord's construction obligations set forth in Exhibit D. Tenant further agrees that, except as otherwise specifically set forth in the Lease, no representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives. Similarly, Tenant hereby acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives other than as specifically set forth herein.

Section 3.04 Holding Over.

Tenant shall not have the right to remain in possession of the Demised Premises after either the Expiration Date or the earlier termination of the Sublease without having first received Landlord's written consent. If Tenant remains in possession of the Demised Premises thereafter without Landlord's consent, such possession shall be a default under the Sublease and Tenant shall be deemed a holdover tenant on the following terms and conditions: Tenant's use and occupancy of the Demised Premises shall be at a rate equal to five (5) times the total of the Fixed Annual Rent as was due during the final month of the Sublease Term, calculated on a per diem basis, plus all Percentage Rent and Additional Rent due in accordance with the terms of the Sublease; Tenant

shall be fully obligated to perform all of the terms and conditions contained in the Sublease except as expressly modified by this paragraph; Landlord shall not be obligated or liable to Tenant for any failure to perform under the Sublease; and Tenant shall not be deemed a "month-to-month" tenant. Tenant's failure to pay for its use and occupancy at the rate set forth above shall be a default under the Sublease granting Landlord all rights available to it at law and at equity as well as under the provisions of Article XXI. If Tenant has remained in possession of the Demised Premises after the Expiration Date or earlier termination of the Sublease, Tenant shall vacate and surrender the Demised Premises to Landlord within forty-five (45) days after written notice to Tenant. The provisions of this Section 3.04 shall survive the expiration of the Term or the earlier termination of the Sublease.

Section 3.05. Option to Extend the Sublease Term.

Tenant shall have the right and option to extend the Sublease Term upon the same terms and conditions, except that Tenant shall have no further option to extend the Sublease Term beyond the Option Term, provided that at such time the option is exercised, Tenant is not in monetary or other default under this Sublease beyond applicable notice and cure period. Tenant shall exercise its right and option to so extend the Sublease Term by serving written notice upon Landlord of its election to exercise said option as provided in Section 1.01. In the event Tenant is in monetary or other default under this Sublease at the time of such exercise or upon the commencement of the Option Term, then, in such event, Tenant shall have no right to the Option Term and the exercise of said option shall be null and void and of no further force or effect. If Tenant shall not have given notice of such election to Landlord by such date in respect of any Option Term and Tenant remains in the Demised Premises after the Expiration Date, Tenant shall be deemed a hold-over tenant, subject to the provisions of Section 3.04 hereof.

ARTICLE IV: RENT

Section 4.01. Fixed Annual Rent.

Tenant hereby covenants and agrees to pay to Landlord the Fixed Annual Rent set forth in Section 1.01, without any prior demand therefore and without any offset or deduction whatsoever (except as otherwise provided in the Sublease), in equal monthly installments on or before the first day of each month or on January 1 of each year during the Sublease Term, in advance, at the address set forth in Section 1.01 or at such other place designated by Landlord. All Rent shall be prorated for any partial month at the beginning or end of the Term.

Section 4.02. Additional Rent

In addition to Fixed Annual Rent, all other payments to be made by Tenant to Landlord shall be deemed to be, and shall become, Additional Rent. Landlord shall have the same remedies for failure to pay Additional Rent as for non-payment of Fixed Annual Rent and Percentage Rent.

Section 4.03. Good Faith Deposit

In addition to the payment of Rent, Tenant agrees to pay the Landlord simultaneously with

the execution of this Sublease Agreement, the Good Faith Deposit in the amount of **$0**. The Good Faith Deposit paid to Landlord and shall be applied to the initial Rent due immediately succeeding the Commencement Date or otherwise in accordance with the provisions of this Sublease.

Section 4.04 Trash Removal.

Landlord shall contract and pay the cost of removal of garbage or refuse from the Demised Premises.

ARTICLE V: USE OF THE DEMISED PREMISES

Section 5.01. Use of the Demised Premises.

(a) Tenant shall use and operate the Demised Premises solely for the Permitted Use set forth in Section 1.01, in full compliance with all governmental rules, regulations and requirements including, without limitation, obtaining and maintaining any and all licenses, permits and approvals necessary for the operation of Tenant's business at the Demised Premises. Tenant shall not use, or permit the use, of the Demised Premises for any other use or purpose.

(b) The Permitted Use, as set forth in Section 1.01 hereof, setting forth the nature of the business to be conducted by Tenant in the Demised Premises shall not be deemed or construed to constitute a representation or warranty by Landlord that such business may be conducted in the Demised Premises, or is lawful or permissible under the certificate of occupancy, if any, issued for the building of which the Demised Premises forms a part, or is otherwise permitted by law.

Section 5.02. Landlord's Right to Approve all Sub-tenancies and General Prohibited Uses.

(a) Prior to executing any sublease, Tenant shall provide the Landlord with the proposed sublease for any subtenant for Landlord's approval, such approval which may be withheld in Landlord's sole discretion. Subject to the requirements under this Sublease, Landlord shall have thirty (30) days after its receipt of a proposed sublease from Tenant to object to such subtenancy, after which such subtenancy shall be deemed approved by Landlord.

(b) Tenant shall not use the Demised Premises or permit the Demised Premises to be used for any purpose or in any manner that violates any legal requirement and/or the requirements of the insurance underwriter(s) of East Hall / JWBH and shall keep the Demised Premises, and every part thereof, in a clean condition, free from any objectionable noises, loud music, odors or nuisances.

(c) Tenant shall not lease any portion of the Demised Premises or permit any portion thereof to be used or occupied as an office (other than an office necessary for the operation of, and ancillary to, the Permitted Use).

Section 5.03. Tenant's Operation and Management of the Demised Premises.

Tenant shall manage, operate and otherwise conduct its business in the Demised Premises

in a manner typical for such type of business in the city or trade area in which East Hall is located. If Tenant ceases to manage, man, operate or conduct its business (an ACPD Substation) in the Demised Premises for more than three (3) months during the Term (excluding any period the Demised Premises are not being operated due to casualty, alterations, renovation or repairs), Landlord shall have the right to terminate this Sublease and recapture the Demised Premises. Within thirty (30) days after the expiration of any such three (3) month period, Landlord may exercise its right of termination by giving Tenant written notice thereof thirty (30) days prior to the effective date of termination. If Landlord does not exercise the aforesaid termination right within such thirty-day period, and Tenant continues to not manage, man, operate or otherwise conduct its business (a ACPD Substation) within the Demised Premises for one or more additional two (2) month periods, Landlord again shall have thirty (30) days to exercise such right of termination after the expiration of each such two (2) month period. Notwithstanding the foregoing, if Tenant in good faith commences management, manning, operation or otherwise conducts business (a ACPD Substation) in the Demised Premises prior to the effective date of termination specified in Landlord's notice, such notice, and Landlord's election to terminate, shall be null and void and this Sublease shall continue. If Landlord recaptures the Demised Premises as aforesaid, Landlord shall, as a condition precedent to such recapture, reimburse Tenant for the unamortized value of Tenant's fixtures, equipment and leasehold improvement costs, if any, at the time of recapture, amortized on a straight-line basis over the term of the Sublease. Landlord's recapture of the Demised Premises and termination of the Sublease under this Section 5.03 shall terminate any and all obligations of Tenant hereunder as of the date of recapture. Landlord's right to terminate this Sublease as provided herein shall be in addition to its rights as set forth in Section 3.

Section 5.04. Failure of Tenant to Manage, Man, Operate or Conduct Business at the Demised Premises.

Except as set forth in Section 5.03 above, or where the Demised Premises are untenantable by reason of fire, casualty or causes beyond Tenant's control, if Tenant (i) fails to take possession of the Demised Premises on the Commencement Date and absent any breach by Landlord of Sections 2.03 or 3.03 relating to Landlord's obligations with respect to Landlord's Work then, in any such event, the same shall be deemed to be an Event of Default and Landlord shall be entitled to retain the Good Faith Deposit and, in addition, shall have all remedies provided in Section 21.02 hereof.

Section 5.05. Rules and Regulations.

Tenant agrees to abide by the reasonable rules and regulations of East Hall/JWBH, a copy of which is attached hereto as Exhibit "E" as may be promulgated by the Landlord, and as the Landlord may from time to time, amend or add to such rules and regulations for the use and care of the Demised Premises, the buildings of which the Demised Premises are a part, and Tenant agrees to comply with such reasonable amendments or additions promptly following receipt of notice thereof. Notwithstanding anything contained in this Section 5.05 to the contrary, no rule or regulation shall adversely affect Tenant's rights under this Sublease or impose additional monetary obligations upon Tenant. Landlord shall not promulgate any rule or regulation that unreasonably discriminates against Tenant or any sub tenant.

Section 5.06. Quiet Enjoyment.

Landlord covenants that Tenant, upon paying the Rents and performing all of the terms of this Sublease on its part to be performed, shall peaceably and quietly enjoy the Demised Premises and the appurtenances throughout the Lease Term without interference by Landlord or third parties action on behalf of or at Landlord's direction or control, subject, nevertheless, to the terms of this Sublease, the Lease and to any mortgage, ground lease or agreements to which this Sublease is subordinated.

Section 5.07. Environmental.

(a) Tenant agrees that it will comply with all Environmental Laws relating to Tenant's use and occupancy of the Demised Premises. Without limiting the foregoing, except for Hazardous Materials (as defined below) used in the ordinary course of Tenant's business and Tenant's right to maintain for sale such items deemed "Hazardous Materials" in sealed containers, if any, and in compliance with all applicable environmental laws, Tenant agrees that it will not use or employ the property, facilities, equipment or services of East Hall to handle, transport, store, treat or dispose of Hazardous Materials, whether or not it was generated or produced on the Demised Premises, and Tenant will not permit any sub tenant to do any of the foregoing.

(b) Landlord shall indemnify Tenant, its agents, employees and contractors against all loss, liability or expense (including any costs incurred by Tenant in Landlord's name in connection with the correction of any violation of Environmental Laws if Tenant is required by law to perform such correction) arising from the presence of Hazardous Materials located within East Hall (other than any such Hazardous Materials introduced by Tenant, its agents, employees or contractors).

(c) Tenant shall require any subtenant to indemnify Tenant, Landlord, their agents, employees or contractors against all loss, liability or expense (including any costs incurred by Tenant or Landlord in connection with the correction of any violation of Environmental Laws if Landlord is required by law to perform such correction) arising from the presence of Hazardous Materials located within the Demised Premises or East Hall introduced by a subtenant, or their respective agents, employees or contractors. Notwithstanding a subtenant's foregoing obligation to indemnify the Landlord and the Tenant, Tenant to the extent permitted by law shall be liable to Landlord for any and all loss, liability or expense (including any costs incurred by Landlord in connection with the correction of any Environmental Laws if Landlord is required by law to perform such correction) arising from the presence of Hazardous Materials located within the Demised Premises or East Hall introduced by Tenant or its respective agents, employees or contractors.

(d) For purposes of this Section 5.07, "Environmental Laws" shall be defined to include all present and future laws or regulations regarding the use, storage, removal or abatement of hazardous, toxic and/or environmentally controlled materials and the term "Hazardous Materials" shall mean any hazardous or toxic substances, materials, asbestos, wastes, pollutants and the like which are defined as such in, and/or regulated by (or become defined in and/or regulated by), and applicable local, state or federal law including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 *et*

seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), the Clean Water Act (33 U.S.C. §1251 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*), the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §651 *et seq.*), the Industrial Site Recovery Act N.J.S.A. 13:1K-6 *et seq.* and regulations promulgated thereunder and any successor legislation and regulations ("ISRA"), any other federal, state, or local law or ordinance which is presently in effect or hereinafter enacted relating to environmental matters, any rules and regulations promulgated under any of the foregoing, and any and all amendments to the foregoing.

ARTICLE VI: TENANT'S CONSTRUCTION AND MAINTENANCE

Section 6.01. Tenant's Plans and Specifications.

(a) To the extent that Tenant intends to make any improvements to the Demised Premises during the Term of this Sublease, Tenant, at its sole cost and expense, and subject to compliance with all applicable laws, shall obtain all required governmental permits, perform all work necessary and required to complete such improvements ("Tenant's Work"). Tenant shall prepare and submit to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld or delayed), plans and specifications for any and all Tenant's Work to be performed at the Demised Premises. Subject to the requirements under this Sublease, Landlord shall have thirty (30) days after its receipt of any plans or specification submitted under this Section by Tenant to object to such work, after which Tenant's request to perform such work shall be deemed approved by Landlord.

(b) Tenant acknowledges that Landlord's reasonable approval of Tenant's plans (i) does not eliminate the need for Tenant to obtain all necessary approvals and permits required from any public or governmental agency or authority having jurisdiction over East Hall and (ii) should not be construed as a waiver of or the satisfaction of any laws, regulations, restrictions or requirements of record, conformance thereto being solely Tenant's responsibility. Tenant also acknowledges that Landlord has no liability to Tenant or any other person or entity as a result of Landlord's approval of said plans for any defects, omissions, inconsistencies or shortcomings contained in such plans or the work to be performed in accordance therewith.

Section 6.02. Tenant's Construction, Installations and Alterations.

Whenever Tenant is performing work within the Demised Premises, Tenant shall commence such work as soon as is practical and shall diligently prosecute such work to its completion as soon as is practical after its commencement. Tenant shall not perform any storefront or exterior work or structural alterations without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought in accordance with Section 6.01 above. Tenant shall commence its work promptly following Landlord's approval of Tenant's plans and specifications and the issuance of all necessary governmental approvals and shall diligently and continuously prosecute its work to completion.

Section 6.03. Signs, Awnings and Canopies

(a) Tenant shall not place or suffer to be placed or maintain any exterior sign, awning or canopy in, upon or outside the Demised Premises or in East Hall, nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter of any kind, without first obtaining Landlord's written approval and consent in each instance. All signs, awnings and canopies shall comply with all applicable laws and regulations.

(b) At the Expiration Date or earlier termination of the Sublease, Tenant shall remove all of its exterior signs, if any, from the storefront, fascia and/or canopy and shall repair all damage caused by the initial installation and subsequent removal of such signage if requested by Landlord and of other authority having jurisdiction over JWBH any signage and or canopies shall be reversable and any attachments must be in mortis joint area where grout can be replaced.

(c) Any façade work shall meet the Secretary of the Interior Standards as outlined by the State Historical Preservation Office (SHPO).

Section 6.04. Laws, Waste or Nuisance.

(a) From and after the Possession Date, Tenant shall, at its own cost and expense: (i) comply with all governmental laws, orders and regulations affecting the Demised Premises now or hereafter in force; (ii) comply with and execute all rules, requirements, and regulations of the Board of Fire Underwriters, Landlord's insurance companies and other organizations establishing insurance rates; and (iii) not suffer, permit or commit any waste or nuisance. Tenant shall not, or allow any of its sub tenant(s) to, perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other subtenants or the public.

(b) Notwithstanding anything in this Sublease to the contrary, Tenant shall not be required to comply with applicable laws which would require Tenant to perform any alterations or additions to East Hall or to structural elements, exterior of the Demised Premises unless compliance is required due to Tenant's manner of use of the Demised Premises (as distinguished from the use permitted in the Permitted Uses) or from improvements made by or at the request of Tenant or as part of Tenant's Work.

Section 6.05. Mechanic's Lien.

To the extent of any Tenant's Work, Tenant shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the Demised Premises and/or East Hall, and should any such lien be made or filed, Tenant shall bond against or discharge the same within sixty (60) days after the receipt of notice of filing thereof. In the event Tenant shall fail to bond or discharge a filed lien within the time provided for herein, Landlord, at its option, in addition to all other rights and remedies provided herein, may bond or pay the lien or claim without inquiring into the validity thereof. Tenant, within sixty (60) days following written demand, shall reimburse Landlord for the amount so paid and the reasonable expenses related thereto including attorney's fees and an administrative charge of Five Hundred ($500.00) Dollars as Additional Rent.

Section 6.06. Fire Hazards.

The Demised Premises will not accommodate an Ansul system, exhaust hoods, or grease trap systems. The Demised Premises must be designed solely for office space, and as a limited place of assembly for the sole purposes of operating a ACPD Substation.

In the event that Tenant or its subtenant engages in the storing of flammable or combustible material, Tenant shall keep chemical extinguishing devices on site, as approved by the fire insurance rating organization and shall keep these devices under service as required by the fire insurance rating organization. Gas may not be used in the Demised Premises. Nothing contained in the preceding sentences shall be construed in any way to enlarge Tenant's rights in the Demised Premises beyond those given by Section 5.01 of this Sublease. If Tenant fails to keep said devices on site, or to subscribe to the servicing of such devices, Landlord shall have the right to enter the Demised Premises to make necessary installations and charge the cost of such installations and maintenance to Tenant as Additional Rent.

ARTICLE VII: MAINTENANCE OF BUILDING; ACCESS TO DEMISED PREMISES

Section 7.01. Repairs.

(a) Except for Landlord's Work as described in Section 3.03 and Exhibit D hereof, Landlord shall not be required to make any repairs or replacements of any kind to the Demised Premises, except Landlord shall be responsible to pay for and perform any and all maintenance, repairs or replacements to the following: all exterior and structural portions of the Demised Premises; the roof, roof drainage system and roof membrane; the HVAC System, and the sewerage facilities outside the Demised Premises; provided , however, if such exterior or structural repairs are required due to Tenant's acts or omissions, or those of Tenant's subtenant, or their respective agents, employees or contractors, then Tenant shall be responsible for the costs of such repairs or improvements.

(b) From and after the Possession Date, Tenant shall, at its own cost and expense, take good care of and make necessary non-structural repairs to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances; signs; floor coverings; interior walls, non-structural columns and non-structural partitions; electrical, lighting, heating, plumbing, sewage facilities exclusively serving the Demised Premises and air conditioning and ventilating equipment. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises or East Hall, Tenant shall, at Landlord's option, be required to make whatever changes to such lines as may be necessary to render the same in good order and repair and in compliance with all insurance requirements and all legal requirements. Upon thirty (30) days prior notice to Tenant, if Landlord makes repairs by reason of Tenant's negligent act, Landlord may deem the cost of such repairs as Additional Rent and such cost shall be due and payable within thirty (30) days after Landlord's demand therefore. In the event of the failure of Tenant to make repairs or perform any act required by this Sublease promptly as herein agreed, Landlord, in addition to any other rights, may as of right enter upon the Demised Premises with reasonable prior notice and

make such repairs or perform such acts at the expense of Tenant, the cost thereof to be charged to Tenant as Additional Rent

(c) Upon receipt of Tenant's written notice, Landlord shall pursue all required Landlord repairs with reasonable continuity, diligence and dispatch and in such a manner as to cause a minimum of interference with Tenant's or its subtenant's use of the Demised Premises. Tenant shall be required to give Landlord notice (oral or written) of repairs which Landlord is obligated to make pursuant to the terms of this Sublease involving immediate action (i.e. emergencies) and which involve the immediate or imminent interruption of services of Tenant or avoidance of damage to the Tenant's property. In such emergency situations, Tenant may cause the repairs to be made if Landlord fails to promptly make such emergency repairs within a commercially reasonable time after notice; and any proper repairs made by Tenant will be reimbursed promptly by the Landlord to the extent that the repair condition was an obligation of Landlord to make and the costs are otherwise reasonable.

Section 7.02. Access to Demised Premises.

(a) Landlord shall have the right to place outside the Demised Premises, maintain and repair all utility equipment of any kind in, upon, around and under the Demised Premises as may be necessary for the service of the Demised Premises and East Hall and Landlord (for itself and other tenants, if any, in East Hall) hereby reserves the right to maintain, use, repair and replace pipes, ducts, conduits, wires, utilities and structural elements leading through, under and over the Demised Premises in locations which will not unreasonably interfere with Tenant's use thereof so long as same are installed below the finished floor, within a wall or column, or above the finished ceiling. Landlord shall also have the right, upon reasonable prior notice to Tenant (except in the event of an emergency, which notice may then be given via telephone), to enter the Demised Premises at all reasonable times to inspect or to exhibit the same to prospective purchasers, mortgagees and, during the last (9) months of the Sublease Term, to tenants, and throughout the Sublease Term, to make such repairs to the Demised Premises and East Hall, alterations or improvements to the exterior of the Demised Premises and East Hall as Landlord may deem necessary or required (but subject to Section 9.01 hereof). The provisions of this Section shall in no way be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the building or any part thereof except as otherwise herein specifically provided. Nothing herein shall prohibit Landlord from putting "for lease", "for let", "for sale", or other similar signs with respect to the Demised Premises at locations within East Hall other than at the Demised Premises. Landlord shall have the exclusive right to use all or any part of the roof and exterior side walls of the Demised Premises for any purpose, subject to Tenant's rights as set forth in Section 2.01. In the event Landlord permits the installation of any telecommunication cell towers within East Hall, such cell towers shall not interfere with Tenant's communication system and operation.

(b) Landlord shall pursue all repairs with reasonable continuity, diligence and dispatch and in such manner (consistent with good practice) as to cause a minimum of interference with Tenant's use of the Demised Premises. If Landlord's repairs or other maintenance obligations with respect to the Demised Premises or East Hall significantly impede the access to or from the Demised Premises and as a result thereof Tenant cannot access its office space, then in such event, for such period after such event Rent shall abate until the day Tenant is able to re-open for business

in the Demised Premises or the maintenance obligation or repair is substantially completed, whichever is sooner. If a portion of the Demised Premises remains usable during such period and access is not impeded then the Rent shall be abated in proportion to the degree of interference with Tenant's use of the Premises. In no event, however, shall Tenant be entitled to any abatement of Rent if the repairs or other work obligation were caused by the negligence of Tenant or its employees, contractors, subtenants, or agents. Notwithstanding the foregoing, Tenant shall owe Rent under this Sublease to the extent that Tenant's subtenants continue to pay rental under any subtenancies.

ARTICLE VIII: REAL ESTATE TAXES

Section 8.01. Taxes.

Any and all Taxes, if any, levied against the Demised Premises during the Sublease Term, including, without limitation, all taxes, possessory interest taxes, government property lease excise taxes, personal property taxes, excise taxes, levies, license and permit fees, payments in lieu of taxes and assessments, both ad valorem and non-ad valorem, levied, assessed or imposed at any time by any governmental authority, upon or against all or a portion of the land and/or buildings in East Hall of which the Demised Premises forms a part, including water drainage and/or solid waste disposal levies and assessments, if any (collectively, "Taxes") shall be deemed to be included within Tenant's Fixed Annual Rent Notwithstanding anything in this Sublease to the contrary, Taxes shall not include: (i) any penalties or interest imposed upon the Landlord due to its failure to pay Taxes when due, if any; or (ii) any inheritance, estate, succession, transfer, gift, franchise, corporation, income, net profit or capital levy that is or may be imposed upon the Landlord and, in no event, shall any of the foregoing items be the responsibility of the Tenant.

ARTICLE IX: COMMON AREAS

Section 9.01. Control of East Hall and the Common Areas by Landlord.

(a) All parking areas, parking stalls, sidewalks, access roads made available or maintained by Landlord at East Hall, truck ways, driveways, loading docks and areas, delivery areas, package pickup stations, elevators, pedestrian sidewalks, and ramps, landscaped areas, roofs, retaining walls, stairways, first-aid and/or comfort stations, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and the areas and improvements provided by Landlord for the general use of the public and other invitees to East Hall (all herein called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord. Common Areas shall not include areas within the Demised Premises, which areas shall be maintained by the Tenant pursuant to the terms and conditions of this Sublease, except as outlined in Article VII, regarding building maintenance and repair.

(b) Landlord will operate and maintain the Common Areas. Landlord's maintenance of the Common Areas shall include: (i) keeping the Common Areas in good condition and repair, properly drained, reasonably free of obstructions and rubbish and in a sanitary condition (which shall include the removal of sewerage from East Hall); (ii) keeping the Common Areas reasonably

free of snow (which shall include the moving of snow, if necessary, to those portions of the Common Areas that will minimize interference with the operation of East Hall and Tenant's business in the Demised Premises), and use reasonable efforts to remove ice there from; (iii) making all necessary repairs and replacement and performing all required maintenance to the Common Areas, including, without limitation: the pavement, repainting of all lines as needed, signs (including pylon sign structures but excluding signs of Tenant), means of pedestrian and vehicular control, roadways, entrances, exits and landscaped areas; (iv) keeping the Common Areas suitably lighted during standard operating hours of East Hall; (v) maintaining the ingress and egress between East Hall and adjoining streets, except as otherwise permitted; and (vi) providing such security for the Common Areas as Landlord may determine in its sole discretion. With respect to flooding, JWBH resides on a barrier island and from time to time it is impacted by storms and tidal activities. The Landlord Management team will communicate and coordinate with the Tenant during weather and tidal events.

(c) In making any permitted or required replacement, change, restoration, alteration, improvements, enlargement or repair of or to the Demised Premises, Landlord and Tenant and their contractors and suppliers may use the portion of the Common Areas adjacent to Demised Premises for the temporary parking of trucks and delivery vehicles, storage of materials, temporary structures and other matters incidental to such work, provided that Tenant's use of the Common Areas shall be at Tenant's sole risk and Tenant shall require any contractors and sub tenants to acquire and maintain insurance naming Landlord and Global as additional insured by endorsement so as to the extent permitted by law indemnify Landlord and Global for any occurrence resulting from Tenant's use of the Common Areas and, provided further, no such use by Tenant shall unreasonably interfere with the operation of East Hall. In making any replacement, change, restoration, alteration, improvement or repair of or to any portion of East Hall other than the Demised Premises, Landlord or its contractors and suppliers may use such portions of the Common Areas as are not directly adjacent to or directly in front of the Demised Premises for the parking of trucks and delivery vehicles, storage or materials, temporary structures and other matters incidental to such work, provided that no such use shall unreasonably interfere with the operation of the business of Tenant or any subtenant or licensee of Tenant (including truck and customer traffic flow). Notwithstanding a subtenant's or contractor's foregoing obligation to indemnify the Landlord and Global, Tenant to the extent permitted by law shall be liable to Landlord and Global for any and all loss, liability or expense (including any costs incurred by Landlord in connection with the correction of any damage to Common Areas or unreasonable interference with the operation of East Hall) arising from the Tenant's or its agents or employees use thereof.

Section 9.02. *RESERVED.*

Section 9.03. RESERVED

Section 9.04. Security Officers.

Tenant acknowledges that if Landlord provides security officers for the Common Areas and East Hall, Landlord does not represent, guarantee or assume responsibility that Tenant will be secure from any claims relating to the provision of such security services.

ARTICLE X: UTILITIES

Section 10.01. Utilities.

Landlord shall provide and pay for all utilities other than cable, internet, and phone, which shall remain Tenant's obligations.

ARTICLE XI: ASSIGNMENT; SUBLEASE

Section 11.01. Assignment or Subletting.

Tenant may not sublet or license the use of, all or any part of the Demised Premises, or assign this Sublease without Landlord's prior written consent which shall not be withheld or denied absent good cause. The form of any such sublease or assumption agreement (in the case of an assignment) shall be subject to the prior approval of Landlord. Within fifteen (15) days following Landlord's approval of any assignment or sublease, Tenant shall deliver a copy of the sublease and the original assumption agreement (in the case of an assignment). Once an assignment is effectuated in accordance with the terms of this Section 11.01, Tenant (named herein) shall no longer remain liable for the performance of all covenants and obligations under this Sublease.

Within thirty (30) days following request therefore, Landlord agrees to deliver to any subtenant or subtenants of Tenant, a non-disturbance agreement in recordable form on terms and conditions reasonably satisfactory to the Parties and shall be in a form to be reasonably agreed upon by the Parties.

ARTICLE XII: *RESERVED*

ARTICLE XIII: *RESERVED*

ARTICLE XIV: NOTICES

Section 14.01. Notices.

(a) Any notice by Tenant to Landlord must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Landlord at the address set forth in Section 1.01, or to such other address as Landlord may designate by written notice. If the holder of an outstanding mortgage on East Hall has given Tenant written notice of its interest in this Sublease, then Tenant shall not have any remedies against either Landlord or said holder of a mortgage unless and until said holder has received written notice from Tenant of a default and the same time period to cure the default as provided in the Sublease.

(b) Any notice by Landlord to Tenant must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Tenant at the address set forth in Section 1.01, or at such other

address as Tenant shall designate by written notice.

(c) Any notice given in conformance with the above shall be deemed received on the earlier of (i) three days after the date given to the Postal Service or delivery service, as the case may be, or (ii) the date on which the noticed party receives or refuses receipt of the notice.

ARTICLE XV: INDEMNITY; PROPERTY AND LIABILITY INSURANCE

Section 15.01. Indemnity.

(a) From and after the Possession Date, except for the negligence and/or willful acts or omissions of the Landlord, its agents, servants or employees, Tenant shall to the extent permitted by law indemnify and save the Landlord harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Demised Premises, or the occupancy or use by Tenant of the Demised Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of Tenant, its agents, contractors, employees, servants, licensees or concessionaires, (including use of the sidewalks and Common Areas within East Hall). In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant or related to the Demised Premises or the occupancy or use by Tenant of the Demised Premises, then Tenant shall to the extent permitted by law protect and defend Landlord from or against any loss, claim, damage, liability or expense except to the extent caused by any negligence, recklessness or intentional misconduct of the Landlord in connection with the Tenant's performance of its obligations, agreements and covenants under this Sublease.

(b) From and after the Possession Date, except for the negligence and/or willful acts or omissions of the Tenant, its agents, servants or employees, Landlord shall indemnify and save Tenant harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Common Areas and sidewalks within East Hall, or relating to Landlord's obligations of maintenance with respect to the Demised Premises, or utilities thereto, or occasioned wholly, or in part, by any act or omission of Landlord, its agents, contractors, employees, servants, licensees, concessionaires or any other tenant or subtenant. In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against it or related to the Common Areas and sidewalks within East Hall or relating to Landlord's obligations of maintenance with respect to the Demised Premises, or utilities thereto, then Landlord shall protect and defend Tenant from or against any loss, claim, damage, liability or expense except to the extent caused by any negligence, recklessness or intentional misconduct of Tenant in connection with the Tenant's performance of its obligations, agreements and covenants under this Sublease.

(c) From and after the Possession Date, Landlord shall obtain and maintain a policy of insurance for the benefit of the Tenant, naming Tenant as an additional insured to such policy, and Landlord agrees to protect Tenant from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury arising from,

or out of, any occurrence in, upon, at or from the Common Areas or from East Hall or any part thereof (except to the extent caused by any act or omission of Tenant, its agents, contractors, employees, servants, licensees or concessionaires). In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord related to the Common Areas or East Hall, then Landlord shall protect Tenant with such policy required hereunder. Nothing in this provision shall require or obligate the Landlord to indemnify or hold harmless the Tenant from or against any loss, claim, damage, liability or expense caused by any negligence, recklessness or intentional misconduct of the Tenant in connection with the Landlord's performance of its obligations, agreements and covenants under this Sublease.

Section 15.02. Insurance.

(a) Landlord agrees to maintain insurance policies providing against loss by fire, lightning, the perils of extended coverage and malicious mischief covering the Demised Premises and East Hall. The policies covering the Demised Premises required under this Section 15.02 shall contain the following endorsements: An endorsement providing for thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under this Sublease.

All policies of insurance required under this Section shall be for the full replacement value of the Demised Premises and other Improvements required to be insured hereunder. Such policy or policies shall provide that the proceeds of any loss shall be payable to Landlord and to the holder (as its interest may appear) of any mortgage to which this Sublease is subordinate so long as such holder and future holders of such mortgage are obligated to apply proceeds of insurance in the manner provided for in this Sublease. Landlord covenants that it shall not permit any occupant or occupants of premises in East Hall and adjoining the Demised Premises to use said adjoining premises for any purpose which would increase the fire insurance rate applicable to the Demised Premises and/or to Tenant's furniture, fixtures and other property in the Demised Premises.

(b) Tenant shall maintain, at its own cost and expense commercial general liability insurance having limits of coverage of One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury, personal injury and property damage. Said liability policy shall contain the following provisions:

(i) Landlord and Global Spectrum, LLC, d/b/a OVG360 shall be a named additional insured endorsed in the insurance contract;

(ii) A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Sublease;

(iii) Tenant's insurance as described in this Section 15.02 shall contain a Primary/Non-Contributory provision in favor of Landlord for the Demised Premises.

(c) Tenant shall also maintain and cause its subtenants to maintain content insurance or renters insurance during the term of this Sublease and the term of any subtenancy.

(d) All policies of insurance required under this Section 15.02 shall be written and

signed by solvent and responsible insurance companies reasonably acceptable to both Landlord and Tenant and authorized to do business in the State of New Jersey. Within fifteen (15) days after the Possession Date, Tenant shall provide Landlord, and Landlord shall provide Tenant, with their respective certificates of insurance policy evidencing the insurance coverage required of Tenant and Landlord under this Section 15.02. In addition, each Party shall deliver to the other renewal policies or certificates thereof not later than thirty (30) days or as soon as available following the expiration of any policies which such Party is required to carry hereunder.

ARTICLE XVI: LIABILITY OF LANDLORD

Section 16.01. Waiver of Liability.

Notwithstanding anything contained in this Sublease to the contrary, to the fullest extent allowed by law, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and building of the Demised Premises, subject to prior rights of any mortgagee or trustee of the Demised Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Sublease to be observed and/or performed by Landlord and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. In the event Landlord transfers this Sublease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligations hereunder, provided that the transferee assumes the obligations of this Sublease.

Section 16.02. Tenant's and its SubTenant's Risk of Loss.

Tenant shall store its property in and shall occupy the Demised Premises at its own risk and releases Landlord and Global, to the full extent permitted by law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage occurring within the Demised Premises, except to the extent such claim directly arises from a default by Landlord of any of its obligations under this Sublease. Absent any such default by the Landlord in its obligations under this Sublease, Landlord and Global shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to property of Tenant or to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business, arising from any cause that is covered or required to be covered under Tenant's insurance under Section 15.02 of this Sublease. In no event shall Landlord or Global be liable to Tenant for any indirect or consequential damages. Tenant shall require that Sub-Tenants obtain and maintain content insurance / renters insurance as required under Section 15.02(c).

Section 16.03. No Partnership.

Landlord neither is nor shall, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise or joint venturer or a member of a joint enterprise with Tenant.

Section 16.04. Consent Clause.

Unless Landlord's or Tenant's consent or approval is required by the express terms of this Sublease not to be unreasonably withheld or, in the event such consent or approval is not governed by a specific provision of this Sublease which provides express time limitations for such approval or consent, such consent may be withheld or delayed, but only for a reasonable amount of time.

Section 16.05. Successors.

All rights and liabilities herein given to, or imposed upon, the respective Parties shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said Parties. Each provision to be performed by the Parties shall be construed to be both a covenant and a condition and, if there shall be more than one Tenant, they shall all be bound jointly and severally by these provisions. Notwithstanding the foregoing, in the event that either Party or any successor, assignee or subtenant owner shall convey or otherwise dispose of East Hall, the Lease, or this Sublease therefore, all liabilities and obligations on the part of that party or successor owner under this Sublease arising or accruing after such conveyance shall cease and terminate and thereupon all such liabilities and obligations shall be binding upon the new owner, assignee or subtenant.

ARTICLE XVII: DAMAGE CLAUSE

Section 17.01. Destruction.

(a) If the Demised Premises shall be partially damaged by any casualty, Landlord shall, upon receipt of the insurance proceeds, promptly repair the same to the condition prior to the date Tenant took possession of the Demised Premises (exclusive of all tenant improvements, fixtures, equipment and other items of personal property) and the Fixed Annual Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenantable.

(b) If the Demised Premises by reason of casualty (i) is rendered wholly untenantable, or (ii) should be damaged in whole or in material part during the last two (2) years of the Sublease Term or of any renewal term hereof (with no Option Terms remaining), either Party may consent to Landlord's election to repair the damage to the condition on the Possession Date (other than damage to Tenant's improvements, fixtures, furniture, equipment, other personal property and any other portions of the Demised Premises or any property located therein for which Tenant is required to or does insure or as to which Tenant shall be responsible to repair or restore as provided below) or may cancel this Sublease by notice of cancellation given within sixty (60) days after such event and thereupon this Sublease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord.

(c) Tenant's liability for Rent upon the termination of this Sublease shall cease as of the later of (y) the day following the event or damages or (z) the date upon which Tenant ceased to occupy the Demised Premises. In the event Landlord elects to repair the damage insured under Landlord's policies, any abatement of Rent shall end upon the earlier of (i) sixty (60) days following the date that Landlord completes restoration of and Landlord delivers possession of the Demised Premises to Tenant or (ii) the date Tenant resumes occupancy for in the Demised

Premises. Unless this Sublease is terminated by Landlord, Tenant shall repair and re-fixture the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements (if any) shall be held in trust by Tenant for the purpose of said repair and replacement.

(d) Notwithstanding anything herein to the contrary, if the Demised Premises are substantially damaged by fire or casualty during the last two (2) years of the Term or any Option Term, this Sublease is not terminated by Landlord as provided in this Article XVII and Landlord has not promptly commenced and diligently pursued the prosecution of the repair and completed the restoration of the Demised Premises within six (6) months after such fire or other casualty or if Landlord commences such repairs and restoration within such six (6) month period but fails to complete such repairs or restoration within twelve (12) months following commencement of such repairs or restoration, then Tenant shall have the right to terminate this Sublease by giving Landlord notice thereof within thirty (30) days following the expiration of such nine (9) month period or twelve (12) months following the commencement of such repairs or restoration. If Tenant elects to terminate this Sublease as provided herein, this Sublease shall terminate as of the effective date of such notice of termination and, except for any settlement of claims arising out of or related to such fire or casualty, the Parties shall be relieved of any further liability under this Sublease, provided, however, that any prepaid Rent shall be promptly reimbursed.

ARTICLE XVIII: *RESERVED*

ARTICLE XIX: *RESERVED*

ARTICLE XX: PRIORITY OF LEASE

Section 20.01. Subordination, Attornment, Power of Attorney.

This Sublease is and shall be, at Landlord's option, subject and subordinate to all ground or underlying leases and to all mortgages, deeds of trust or liens resulting from any other method of financing or refinancing which now or hereafter affects such leases or the real property of which the Demised Premises forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. In the event that any ground or underlying lease is terminated, or any mortgage or deed of trust is foreclosed or title transferred as a result of a deed-in-lieu of foreclosure, this Sublease shall not terminate or be terminable by Tenant unless Tenant is specifically named in any termination or foreclosure judgment or final order, and Tenant shall attorn to any such successor lessor and recognize such lessor as Landlord under this Sublease. In the event of a sale or assignment of Landlord's interest in the building of which the Demised Premises forms a part, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Sublease. In the event that any ground or underlying lease is terminated as aforesaid or any mortgage foreclosed or the property transferred by deed-in-lieu of foreclosure, Tenant agrees, at Landlord's, master landlord's, trustee's or mortgagee's option, to enter into a new lease covering the Demised Premises for the remaining Sublease Term and otherwise on the same

terms, conditions and rentals as herein contained. Notwithstanding anything contained in this Sublease to the contrary, if the holder of any mortgage or deed of trust elects to have this Sublease superior to its mortgage or deed of trust, then, upon Tenant being notified to that effect by such encumbrance holder, this Sublease shall be deemed prior to the lien of said mortgage or deed of trust, whether this Sublease is executed prior to or subsequent to the date of said mortgage or deed of trust.

Section 20.02. Estoppel.

(a) Tenant shall, within ten (10) days after request by Landlord, execute and deliver to Landlord a written declaration in form satisfactory to Landlord: (a) ratifying this Sublease; (b) expressing the Commencement Date and Expiration Date hereof; and (c) certifying (i) that this Sublease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Sublease to be performed by Landlord have been satisfied (or stating which conditions have not been satisfied, if any); (iii) that there are no defenses or offsets against the enforcement of this Sublease by Landlord, or stating those claimed by Tenant; (iv) the amount of advance rental, if any (or none if such is the case) paid by Tenant; (v) the date to which rental has been paid; and (vi) the amount of security deposited with Landlord. Such declarations shall be executed and delivered by Tenant, from time to time, as may be requested by Landlord. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

(b) Landlord shall, within ten (10) days after request by Tenant, execute and deliver to Tenant a written declaration: (a) ratifying this Sublease; (b) expressing the Possession Date and Expiration Date hereof; and (c) certifying (i) that this Sublease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Sublease to be performed by Tenant have been satisfied (or stating which conditions have not been satisfied, if any); (iii) that there are no defenses or offsets against the enforcement of this Sublease by Tenant, or stating those claimed by Landlord; (iv) the date to which Fixed Annual Rent has been paid; and (v) the amount of security, if any, deposited with Landlord. Such declarations shall be executed and delivered by Landlord, from time to time, as may be requested by Tenant. Tenant's assignees, subtenants and/or purchasers shall be entitled to rely upon the same.

Section 20.03. Recording.

The Parties may agree, within thirty (30) days following the request of the requesting Party, to execute for recording a short form memorandum of this Sublease. In the event of any inconsistency between the terms and provisions of this Sublease and those contained in such memorandum of lease, the terms and provisions of this Sublease shall control.

ARTICLE XXI: TENANT'S DEFAULT/REMEDIES

Section 21.01. Default.

Any one of the following shall be deemed to be an "Event of Default":

(a) Failure on the part of Tenant to make payment of Rent or any other monetary amount due under this Sublease within ten (10) business days after written notice from Landlord.

(b) With respect to a non-monetary violation of this Sublease, failure of Tenant to cure the same within the minimum time period within which Tenant is required by the terms of this Sublease to cure the violation after Landlord has sent to Tenant notice of such violation (or if no such time period is specified, within thirty (30) days after Landlord has sent Tenant notice of such violation). Provided, however, if such violation cannot reasonably be cured within such thirty (30) day period, Tenant shall be obligated to commence forthwith, to prosecute diligently and continuously, and to complete as soon as possible the curing of such violation; and if Tenant fails so to do, the same shall be deemed to be an Event of Default.

Section 21.02. Landlord's Remedies.

If an Event of Default occurs and remains uncured after any required notice and opportunity to cure period, if any, in addition to any right Landlord may have at law or in equity including, without limitation, the right to seek injunctive relief or specific performance against the Tenant, Landlord may:

(a) Elect to re-enter or take possession of the Demised Premises pursuant to legal proceedings or any notice provided for herein and terminate this Sublease in the event of any monetary Event of Default, beyond any cure period, remove all persons and property from the Demised Premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and make such alterations and repairs as may be necessary in order to relet the Demised Premises for a term, rental rate and conditions as Landlord, in its sole discretion, may deem advisable. Upon reletting, rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Fixed Annual Rent due hereunder from Tenant; second to the payment of any costs and expenses of such reletting, including brokerage fees, reasonable attorneys' fees and costs of alterations and repairs; third to the payment of the most current Fixed Annual Rent owed at that time; and the residual, if any, shall be held by Landlord and applied in payment of future Fixed Annual Rent as the same may become due and payable hereunder from Tenant. If such rentals received from such reletting are less than that to be paid by Tenant, Tenant shall be liable for the deficiency to Landlord. Any such deficiency shall be calculated and due monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Sublease or to accept surrender thereof.

(b) Whether or not Landlord elects to re-enter or take possession of the Demised Premises in accordance with subsection (a) above, Landlord may, at any time after the occurrence of any monetary Event of Default, beyond any cure period, elect to terminate this Sublease. Should Landlord elect to terminate this Sublease for a monetary Event of Default then, in addition to any other remedies Landlord may have available to it, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Demised Premises and the worth at the time of such termination of the excess, if any, of the amount of Fixed Annual Rent, Percentage Rent, Additional Rent, and all other charges reserved in this Sublease, payable over the

remainder of the stated Sublease Term, over the then-reasonable rental value of the Demised Premises, all of which amounts shall be immediately due and payable from Tenant to Landlord as if by terms of this Sublease it were payable in advance. Landlord may immediately proceed to distrain, collect, or bring action for the worth of the whole Rent, as aforesaid, or any part thereof as aforesaid, as rent being in arrears, or may enter judgment therefore in an amicable action in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not to enforce payment thereof.

(c) Cure such default for the account of Tenant (without waiving any claim for breach of this Sublease); said right to cure shall include, without limitation, the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Sublease affecting the ground lease or mortgage, if any, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums and the sum so paid by Landlord, together with maximum legal interest thereon, shall be deemed Additional Rent and be payable as such, subject to Tenant's right to dispute any amounts.

(d) Notwithstanding anything hereinabove to the contrary, if this Sublease is terminated or if Landlord re-enters the Demised Premises and relets as a result of a monetary Event of Default, Landlord shall use reasonable efforts to relet the Demised Premises and mitigate its damages and the Landlord shall be entitled to take into account matters of tenant mix, type of operation proposed to be conducted by any replacement tenant and the financial responsibility of any replacement tenant.

Section 21.03. ***Reserved.***

Section 21.04. Waiver of Trial by Jury.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, OR DAMAGE TO PROPERTY.

Section 21.05. Limitation of Liability.

Notwithstanding anything to the contrary in the Sublease, under no circumstances shall either Party be liable for any consequential, indirect or special damages.

Section 21.06. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as

Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Sublease.

Section 21.07. No Waiver.

The rights and remedies given to either Party in this Sublease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude either Party's right to exercise any or all of the others. The waiver by either Party of any breach or of the strict and/or prompt performance of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of either Party's right to strictly enforce same in the future. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any terms, covenants or conditions of this Sublease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Sublease shall be deemed to have been waived by either Party unless such waiver is in writing by the other Party. No waiver by Landlord in respect to other tenants of East Hall shall be deemed to constitute a waiver in favor of Tenant.

Section 21.08. Landlord's Default.

(a) Excepting any provision relating to Exclusive Use, if Landlord shall be in default hereunder fifteen (15) days after notice of such default from Tenant, Tenant shall have the right, but not the obligation, to cure such default as the agent of Landlord, including the right to obtain injunctive relief or specific performance. If Tenant cures such default or Tenant obtains any such injunction which is sustained on final appeal, if any, Landlord shall pay to Tenant promptly on demand the reasonable cost or amount thereof, or the reasonable costs and expenses incurred by Tenant in connection with the injunction proceeding (including reasonable attorneys' fees), as the case may be, plus interest at the prime rate plus 2.0 percent as published in the Wall Street Journal. If Landlord shall fail to make any such payment to Tenant, Tenant may deduct same from any payments of Fixed Annual Rent and Additional Rent. If, at the end of the Sublease Term or the Option Term, Tenant has not been fully reimbursed therefore, Tenant shall have the right to extend the Sublease Term for a period sufficient to enable Tenant to recover the amount due plus interest by deductions from Fixed Annual Rent and Additional Rent. Tenant shall not commence to cure any default which could not reasonably be cured within such fifteen-day period if Landlord commences such cure within said period and proceeds with reasonable diligence and in good faith to complete such cure. Notwithstanding the foregoing, if, in Tenant's reasonable judgment, Landlord's default is material in nature, Tenant, after using reasonable efforts to give Landlord telephone notice, which notice shall immediately be confirmed by notice to Landlord by letter, fax, or email (provided Landlord has supplied Tenant with the name and telephone, fax numbers or email address of a person authorized to act on behalf of Landlord), may cure such default as the agent of Landlord without any other prior notice to Landlord. If Tenant commences such cure, Landlord shall cease doing any work which would in any way interfere with Tenant's performance. Any performance by Tenant of an obligation of Landlord shall not be construed as a modification or waiver of any of the provisions of this Sublease, and said obligation shall remain the obligation of Landlord notwithstanding (i) that Tenant has undertaken said obligation and (ii) the manner in

which said obligation has been performed by Tenant. Notwithstanding the foregoing, if Landlord disputes Tenant's right to take (or to have taken) any action pursuant to this Section or the amount of any expenditure by Tenant pursuant to this Section, Tenant shall not offset any amount from Fixed Annual Rent or Additional Rent with respect to such dispute during the pendency thereof.

(b) If, pursuant to an order, judgment or decree entered by any court of competent jurisdiction: (i) this Sublease or any covenant herein shall be rejected by order of any court of competent jurisdiction or by operation of law, or (ii) Tenant's rights or obligations or Landlord's obligations hereunder (including any obligation to perform, provide or pay for any service) shall be modified adversely to Tenant, or (iii) Landlord is otherwise in default hereunder, it shall be deemed a default by Landlord and, in addition to any rights Tenant may have under said Section, Tenant shall have the right to terminate this Sublease by giving notice to Landlord, and all mortgagees, if any, stating the date of termination, which date shall be at least thirty days after the date on which such notice is given, and on the date specified in such notice this Sublease shall terminate and any Fixed Annual Rent paid for a period after such date of termination shall be refunded to Tenant on demand. The exercise by Tenant of any right under this Section shall not preclude the assertion by Tenant of any claim it may have in any such proceeding.

ARTICLE XXII: MISCELLANEOUS PROVISIONS

Section 22.01. Tenant Defined; Use of Pronoun.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one tenant, (i) the liability of each shall be individual, joint and several and (ii) any notice required or permitted by the terms of this Sublease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The necessary grammatical changes required to make the provisions of this Sublease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 22.02. Effect of Sublease.

The preparation, revision or delivery of this Sublease for examination and discussion shall in no event be deemed to be an offer to lease the Demised Premises but shall be merely a part of the negotiations between Landlord and Tenant. Neither Party shall have any obligation or liability to the other whatsoever at law or in equity (including any claims for detrimental reliance or promissory estoppel) unless and until such time as both Parties shall have executed and delivered this Sublease.

Section 22.03. Entire Agreement.

This Sublease and the exhibits, if any, attached set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing

and signed. If any provision contained in an exhibit is inconsistent with the provisions contained herein then the provisions contained in said exhibit shall supersede said provisions contained herein. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Sublease.

Section 22.04. Partial Invalidity.

If any provision of this Sublease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Sublease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

Section 22.05. Applicable Law.

The Sublease and the rights and obligations of the Parties arising hereunder, shall be construed in accordance with the laws of the state of New Jersey in the courts of the State of New Jersey, without regard to conflict of law principles.

Section 22.06. Rules of Construction.

The Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Sublease or any Exhibits hereto.

Section 22.07. Brokerage Commission.

Tenant and Landlord each represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Sublease.

Section 22.08. Force Majeure.

Landlord or Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond such Party's control (but financial inability shall not be deemed to be an event beyond either Party's control) which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God. The foregoing provision shall not be applicable to or in any way affect, reduce or abate Tenant's obligations under this Sublease to timely pay all Fixed Annual Rent, Percentage Rent, and Additional Rent required to be paid by Tenant pursuant to the terms hereof.

IN WITNESS WHEREOF, the Parties have signed this Sublease as of the day and year first above written.

SIGNATURES:

LANDLORD:

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

By: _____

Name: Sean M. Pattwell

Title: Executive Director

TENANT:

CITY OF ATLANTIC CITY

By: _____

Name: Marty Small Sr.

Title: Mayor

The Agreement is approved as to form and execution

By: _____ 8/30/23

Name: Peter T. Sallata, Esq.

Title: Assistant City Solicitor

Attest:

Paula Geletei

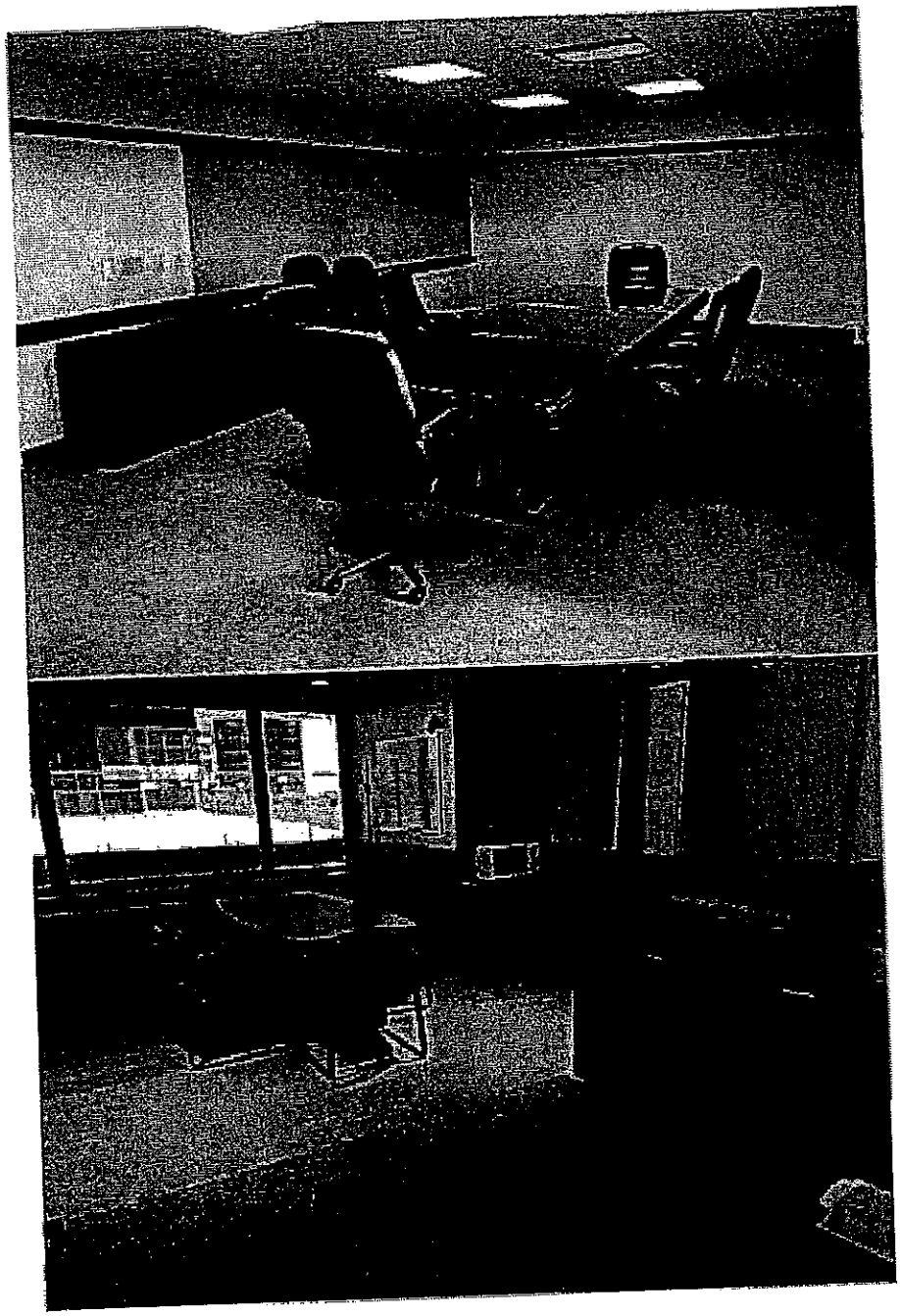
Paula Geletei
City Clerk

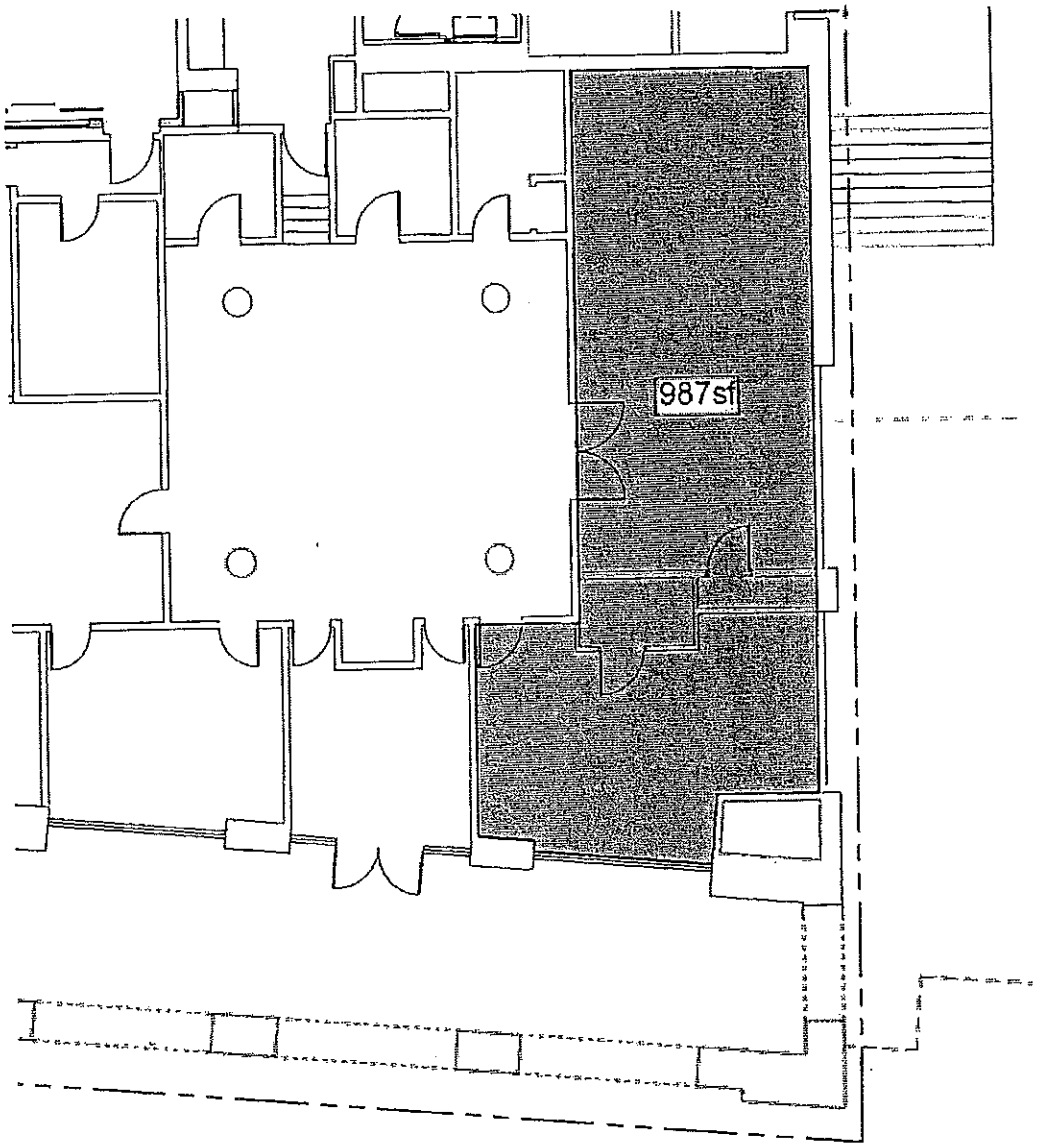
Exhibit A

Demised Premises

It is understood and agreed that the detail attached hereto is merely for the purpose of showing the general layout of the Demised Premises, and is not to scale.

SEE ATTACHED.




987sf

BWH Employee Key Request Form

Name: LT. Jody Hersh ACPD
Date: 6/5/23
Signature: J. Hersh
ACPD

	Key ID	Key Qty	Location	Initials	Date	Keys Back	Date
Hagger	123636	1	Conference Door	CAM	6/5/23		
Hagger	443252	1	Substation office	CAM	6/5/23		
Hagger	243216	1	Double Dr Conference	CAM	6/5/23		
BEST	SC4	5	Substation	CAM	6/5/23		
	SA7	5	B'walk Info Center	CAM	6/5/23		
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							

~~OVG 360 expects the above keys to be returned. Any Keys lost, stolen, or not returned will result in a $150 charge per key.~~ CAM

By signing below you agree to the above terms and have received keys.
OVG 360 Approval: Clark Hughes
Employee: Clark Hughes

Exhibit B

Plans and specifications of Tenant's Work and Improvements in the Demised Premises.

SEE ATTACHED

Exhibit C

List of Equipment to be installed in the Demised Premises, as amended upon approval of the Landlord.

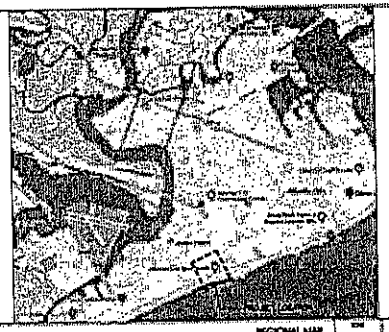
Docking Station for the Body Warn Cameras
Unloading station for the firearms.
Body Cameras
A few Computers / Desks
Firearms safe

Exhibit D

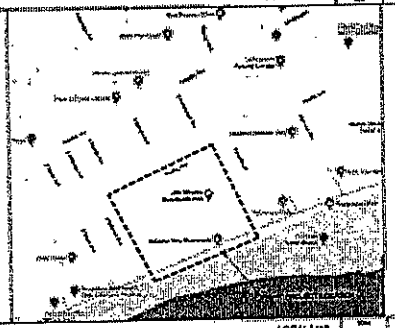
Plans and Specifications of Landlord's Work - See Attached

ACPD SUBSTATION AT BOARDWALK HALL

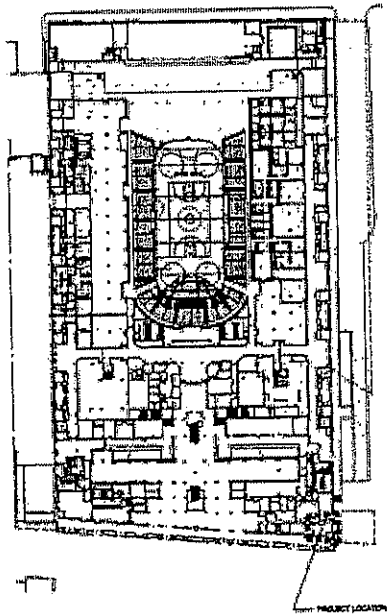
CONSTRUCTION DOCUMENTS 03 03 2023



REGIONAL MAP 5



LOCAL MAP 4



FOURTH FLOOR KEY PLAN 3

CODE REVIEW 6

DRAWING LIST 2

CONTACT LIST 1

OWNER
Global Spectrum
1 Convention Boulevard
Atlantic City, NJ 08401
T: 609.348.7061
Contact: Clark Hughes

Architect
SOSH Architects
1333 Atlantic Avenue
Atlantic City, NJ 08401
T: 609.345.5223
Contact: Austin Gerber

MEP/FA Engineer
Concord Engineer
2311 Atlantic Ave
Atlantic City, NJ 08401
T: 609.348.7256
Contact: Eric Taggart

CODE REVIEW 6

PROJECT LOCATION

SOSH
atlantic city • new york • philadelphia

AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

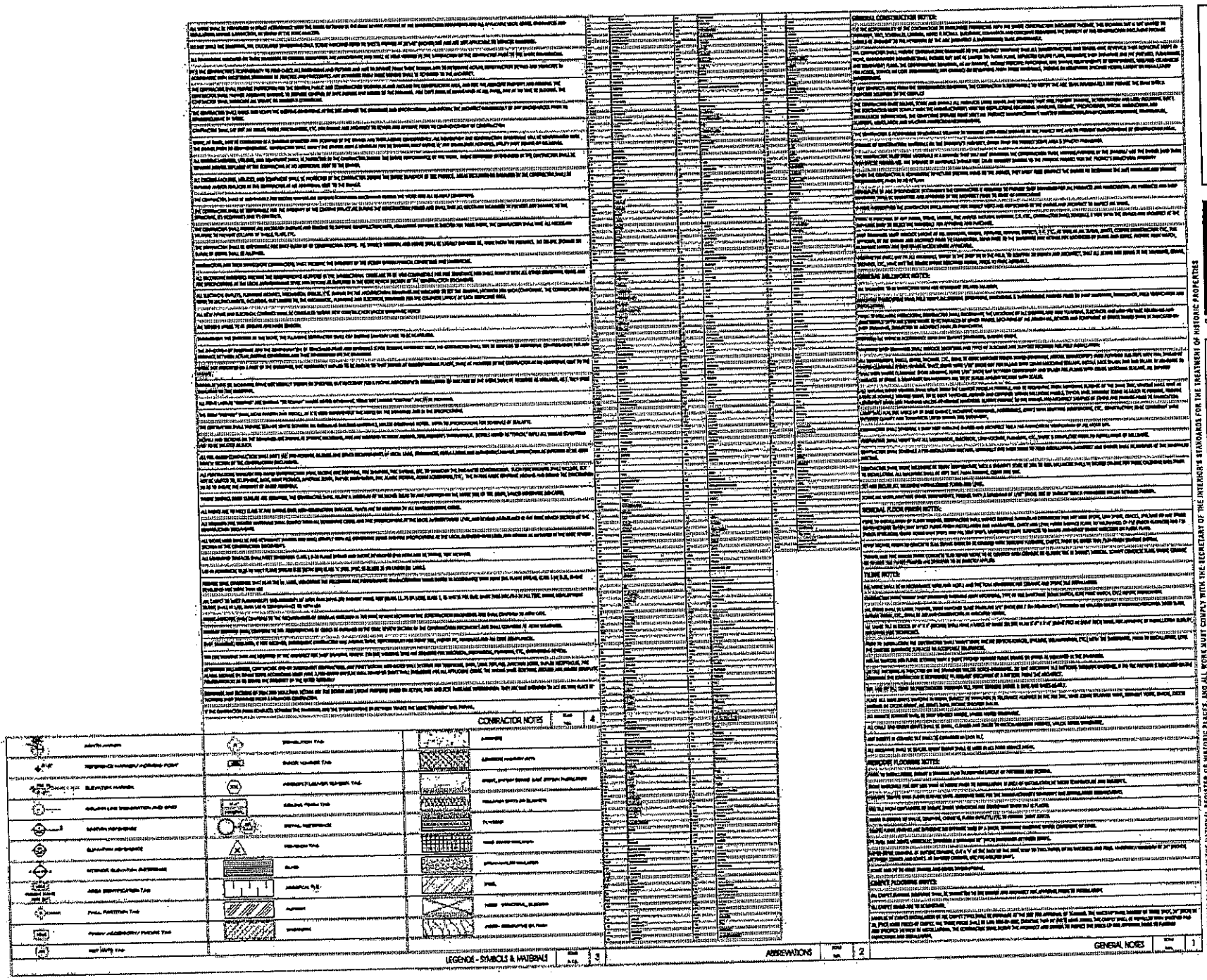
SUBMISSIONS

COVER SHEET

PROJECT NO. 2301(0.00,001)

AC-000

THIS BUILDING IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES



CONTRACTOR NOTES

LEGEND - SYMBOLS & MATERIALS

ABBREVIATIONS

GENERAL NOTES

SOSH

atlantic city • new york • philadelphia

Thomas J. Sykes, A.I.A., P.P.
William A. Sobierra, A.I.A., P.P.
Mary Meacham, A.I.A., P.P.
Mark Peterson, A.I.A.
Kimberly McCarron, NCARB
John DeStefano, II, A.I.A., NCARB

AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

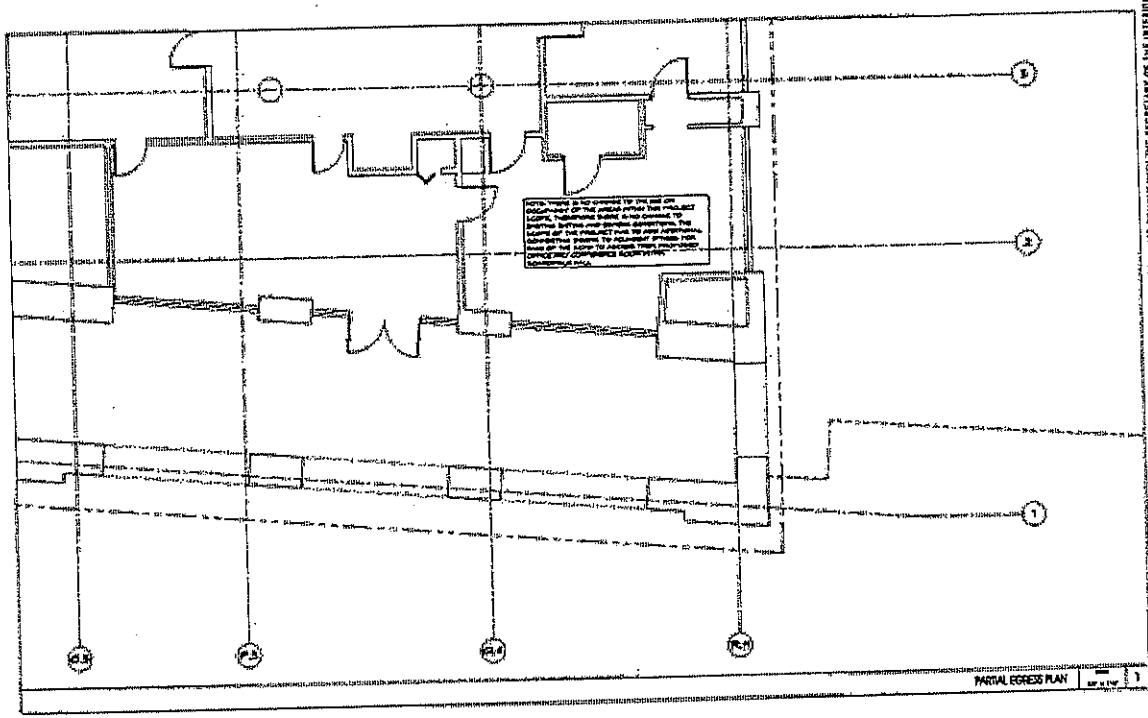
SUBMISSIONS

ABBREVIATIONS, NOTES, LEGENDS & SYMBOLS

23010.000.001

AC-001

THIS BUILDING IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES



THIS BUILDING IS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

SOSH

atlantic city • new york • philadelphia

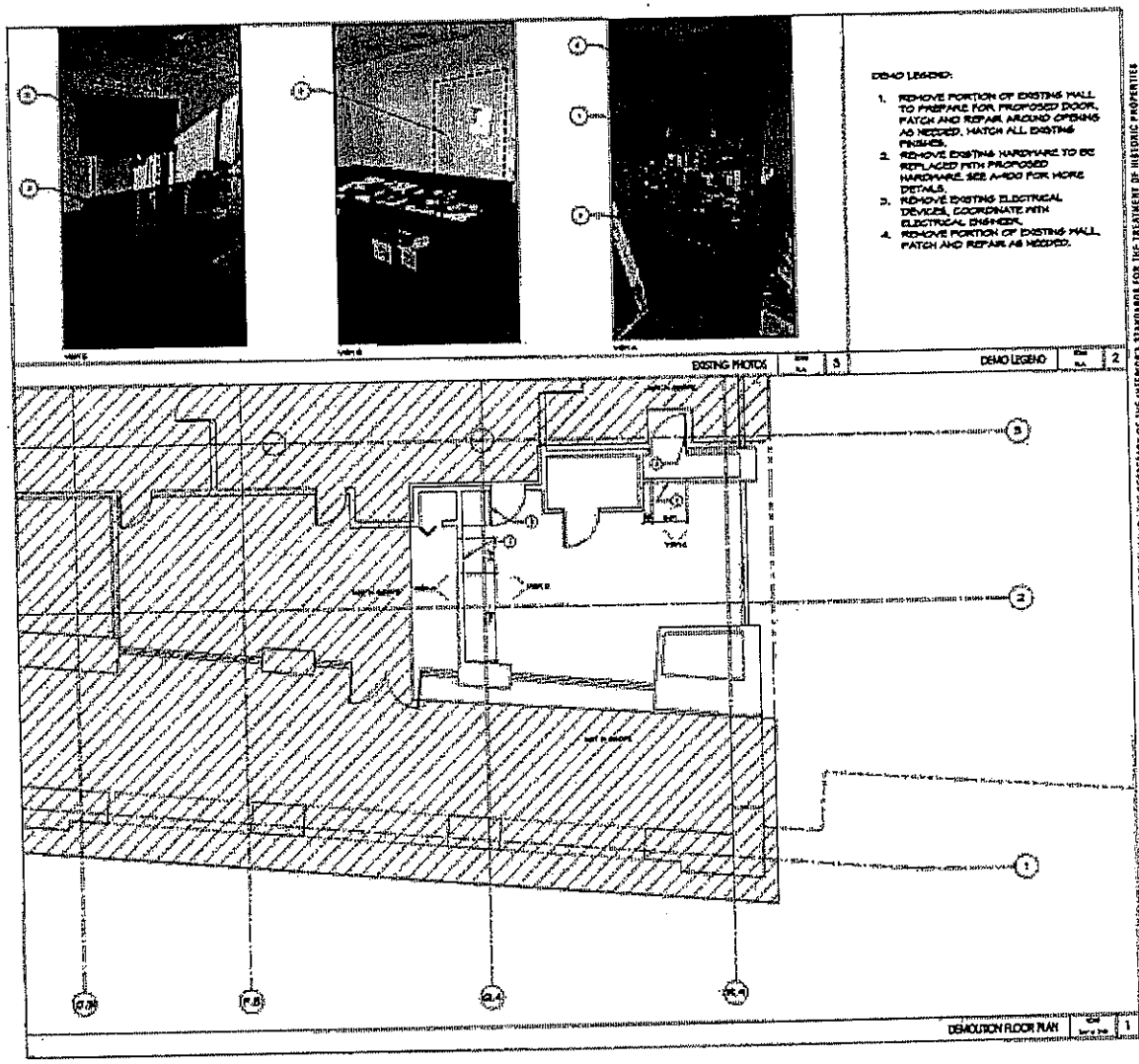
AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

SUBMISSIONS

PARTIAL EGRESS PLAN
FIRST LEVEL

2301(0.00.00)

AC-101



THIS BUILDING IS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

SOSH
atlantic city - new york - philadelphia

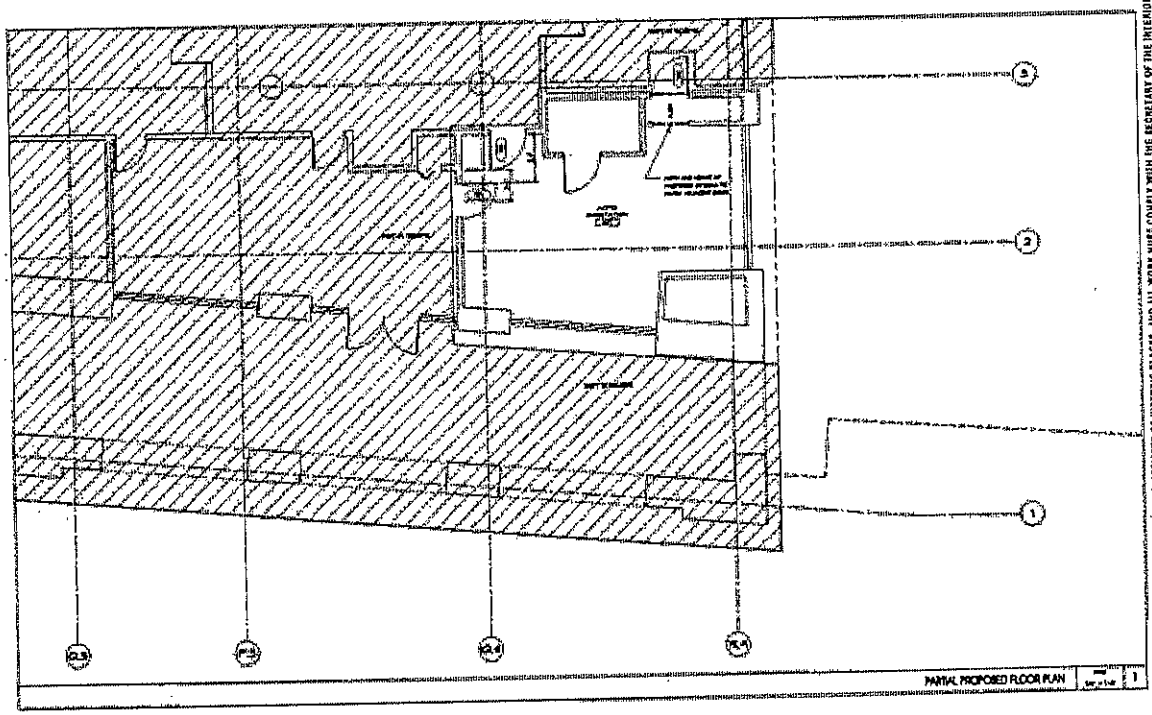
AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

SUBMISSIONS

PARTIAL DEMOLITION PLAN
FIRST LEVEL

2301.0.00.001

AD-103



THIS BUILDING IS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

SOSH
atlantic city · new york · philadelphia

Thomas J. Main, A.I.A., P.P.
Vincent A. Sposito, A.I.A., P.P.
Mary Hasbrouck, A.I.A., P.P.
Mark Pasiello, A.I.A.
Kimberly McCarron, NCARB
John DeBlasio, R.A., A.I.A., NCARB

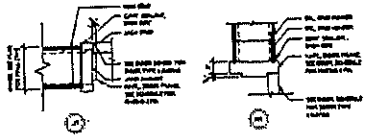
AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

SUBMISSIONS

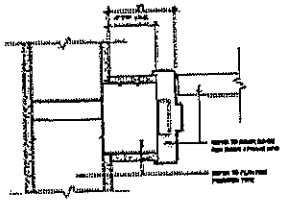
PARTIAL PROPOSED PLAN
FIRST LEVEL

23010.00.001

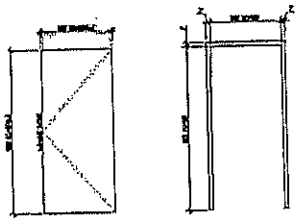
A-101



HEAD & JAMB DETAILS 4



TYPICAL DOOR JAMB DETAIL 3



DOOR & FRAME TYPES 2

DOOR SCHEDULE 1

THIS BUILDING IS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES, AND ALL WORK MUST COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

SOSH
atlantic city - new york - philadelphia

Thomas J. Sykes, A.I.A., P.P.
William A. Sotsky, A.I.A., P.P.
Mary Hutchison, A.I.A., P.P.
Mark Pasquale, A.I.A.
Anthony McCracken, NCARB
Jerry DeMarchi, B.A., A.I.A., NCARB

AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK
ATLANTIC CITY, NJ 08401

SUBMISSIONS

DOOR SCHEDULE & DETAILS

Project no. 2301.0.00.001

A-900

ELECTRICAL GENERAL NOTES

[illegible]

[illegible]

SYMBOLS AND ABBREVIATIONS

[illegible]

ELECTRICAL DEMOLITION/NEW WORK PLAN

SCALE: 1/4" = 1'-0"

ELECTRICAL KEY PLAN

SOSH

CONCORD ENGINEERING

Anthony H Caucci
2023.03.10
14:35:07-05'00'
Professional Engineer

AC BOARDWALK HALL
ACPD SUBSTATION
2301 BOARDWALK,
ATLANTIC CITY, NJ
08401

SUBMISSIONS

ELECTRICAL
DEMOLITION &
NEW WORK PLAN
NOTES & LEGEND

23010.00.001

E-100

Exhibit E

Rules and Regulations for East Hall – See Attached

EXHIBIT "E"

FACILITY RULES AND REGULATIONS

- Tenants will not be permitted to attend an event at the Facility without a valid ticket. Any employees that are found within the Facility in non- essential working areas of the building during the event will be asked to leave.
- Tenants are prohibited from non-working areas of the facility. Tenant employees shall be restricted to the demised leasable space and such other areas or parts of the Facility as may be necessary for daily operations of Tenant, including corridors, stairways walks and storage area.
- The Facility does not permit vending, soliciting, or collecting contributions of any purpose. The distribution or displaying of promotional materials in the Facility without express consent is prohibited.
- Any person(s) entering the Facility for any reason may be subject to a search and should be reminded to arrive early as they will subject to bag check, a physical search and /or metal detection prior to entering the Facility.
- The Facility is a nonsmoking building. This policy will be strictly enforced in all areas of the Facility.
- Use of Facility equipment, supplies and other materials is limited to Facility personnel only.
- Animals and pets are not permitted in the Facility except in conjunction with, and approved exhibit, display, show, etc. Service animals with proper identification are permitted.
- Alcoholic beverages may not be brought in the Facility without prior written permission. The Facility may prohibit the consumption of alcoholic beverages at any time.
- Licensee and vendors must comply and act in accordance with all applicable Federal, State and Local laws governing their operations and associated products and services within the Facility.

Resolution of the City of Atlantic City

No. 359

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

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Atlantic City Police Department /s/ James Sarkos

Prepared by City Solicitor's Office

Council Members RANDOLPH, SHABAZZ, DUNSTON & WEEKES present the following Resolution:

RESOLUTION APPROVING A POLICE SUBSTATION AT JIM WHELAN BOARDWALK HALL

WHEREAS, the Atlantic City Police Department is seeking to utilize proposed office space at **JIM WHELAN BOARDWALK HALL** as a Police Substation, more specifically Boardwalk frontage consisting of offices and conference rooms located at the corner of Mississippi Avenue and the Boardwalk. The area is approximately 987 square feet of combined office space, a private restroom with a shower, and a conference room, which could be utilized for police rollcall/breakroom with sufficient additional space for lockers and firearm storage.; and

WHEREAS, this Police Substation will improve the safety for many city residents and visitors to the City of Atlantic City who are utilizing the Boardwalk, and will also assist the Atlantic City Police Department primarily for public safety purposes; and

WHEREAS, the **JIM WHELAN BOARDWALK HALL** is providing the office space at a nominal cost to the City of Atlantic City ($10 per year); and

WHEREAS, it would be in the best interest of the City of Atlantic City to assist in this project so that the Atlantic City Police Department would have the capability to operate and provide surveillance from their own operations space at **JIM WHELAN BOARDWALK HALL.**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City, that the Mayor is hereby authorized to execute and the City Clerk to attest to an Intergovernmental Agreement and Lease and any other paperwork necessary to effectuate an agreement between the City of Atlantic City and

JIM WHELAN BOARDWALK HALL to provide office space to the Atlantic City Police Department for a Police Substation.

June 5, 2023 3:44 PM

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						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	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 24, 2023

Paula Geletei

/s/ Paula Geletei, City Clerk