

A-1766/12

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, with its principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter "**CITY**"), and **SECAA, LLC**, a New Jersey Limited Liability Company, having its principal office at 3101 Boardwalk, No. R-18, Atlantic City, NJ 08401 (hereinafter "**TENANT**").

WHEREAS, the **CITY** and **TENANT** did enter into a certain Lease Agreement for a beach bar dated as of April 10, 2018, and the **CITY** and **TENANT** did also agree to a certain Clarification to Lease Agreement on July 10, 2018, to define certain terms and conditions; and

WHEREAS, the parties hereto have agreed that it is in the best interest of and that it has become necessary for both the **CITY** and **TENANT** to relocate the beach bar formerly known as "Chelsea Beach Bar" and currently doing business as "Goldfish Beach Bar" from its current location at Block 1, Lots 43-47 on the Tax Map of City (also known as Beach Lots 17 + 18 on the Map of the Beach Leases & Special Events of **CITY**) to Block 1, Lots 68-77 on the Tax Map of City (also known as Beach Lot 23 on the Map of the Beach Leases (generally described as that area of the Atlantic City beach lying between Mid-Bellevue Avenue to Georgia Avenue, from the southerly boundary of the Atlantic City Boardwalk to the Mean High Water Line of the beach)), beginning with the summer 2026 season, to be known as Amendatory Agreement No. 1.; and

WHEREAS, with the exception of the modifications contained herein, all other terms, conditions and provisions of the Lease Agreement between the parties shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants contained herein, the parties agree that the Lease Agreement is hereby amended as follows:

- In the “Background” section of the “Recitals”, the first sentence shall be deleted and replaced in its entirety with the following: **“WHEREAS, the CITY owns properties designated as Block 1, Lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, (also known as Beach Lot 23 on the map of the Beach Leases, generally described as that area of the Atlantic City beach lying between Mid-Bellevue Avenue to Georgia Avenue, from the southerly boundary of the Atlantic City Boardwalk to the Mean High Water Line of the beach) shown on Exhibit A attached hereto and made a part hereof and further defined in Section 1. below (the “Premises”); and”**
- Article 3 – Rent: The parties hereby agree to a rent reduction of TWENTY THOUSAND DOLLARS (\$20,000.00) per year on the rent payment due for each remaining year of the term and any extensions thereto and shall be administered according to the terms outlined in the Agreement.
- Section 4.2 – Improvements: This section shall remain, however, the following shall be added to the definition of “Improvements” as defined in Exhibit B therein, **“Such improvements shall be defined as the newly relocated Goldfish Beach Bar at Lot 23 and said structure and all parameters and dimensions thereof shall be mutually agreed upon by CITY and TENANT and shall be subject to the prior review and approval of the NJ DEP and the Casino Reinvestment Development Authority (CRDA) and/or any other necessary state or local regulatory agency and shall be subject to any present or future local or state legislation governing such (the “Relocated Improvements”).”**
- Section 13.6 – Cure Period: The following shall be added to the end of this provision: **“The foregoing notwithstanding, for any alleged non-monetary default that is related to excessive noise, the cure period herein shall be forty-eight (48) hours from receipt of notice and shall not limit City’s ability to enforce all state and local noise ordinances or regulations regardless of how many violations are cited by City.”**

- Lease Clarification: The “Clarification to Lease Agreement” dated July 10, 2018, was meant to offer clarification about the types of entertainment that were acceptable under the terms of the Lease Agreement at the beach bar. This Clarification of Lease Agreement is hereby deleted and replaced with the following as it pertains to entertainment and noise-related issues:

“1. Entertainment shall be defined as the action of providing or being provided with amusement or enjoyment including but not limited to recorded music, live music, karaoke, comedy and stage acts or performances. Use of microphones, amplified music, and/or disc jockeys (“DJ’s”) are also considered Entertainment. Entertainment as defined herein is permitted during operating hours of the beach bar, but TENANT acknowledges and agrees that TENANT will continue to comply with all state and local laws and regulations applicable thereto, including but not limited to those related to noise levels (N.J.A.C. 7:29-1.1 et seq. / City of Atlantic City Chapter 186 - Noise). Should City be required to dispatch any City personnel to measure the sound emanating from the Beach Bar due to a “noise complaint”, Tenant agrees that Tenant shall be responsible for any fines related to confirmed violations.

2. At no time shall the use of profanity be allowable during any outdoor entertainment including music provided by a disc jockey or from a pre-recorded source. Profanity shall include language that is obscene. The CITY, in its reasonable discretion, shall be the sole arbiter in determining what language is considered profane or obscene.”

- Exhibit C – Renderings: Exhibit C shall be deleted and shall be replaced with new renderings and/or Site Plans for the Relocated Improvements once said Relocated Improvements are finalized and approved in advance in writing by the CITY, CRDA, and DEP and any other necessary or pertinent regulatory agency.
- Former Location: Both parties acknowledge and agree that once this Amendatory Agreement No. 1 is fully executed, the location at Block 1, Lots 43- 47 on the Tax Map of City (also known

as Beach Lots 17 + 18 on the Map of the Beach Leases & Special Events of CITY) will cease to be the subject of the Lease Agreement and the Lease Agreement will no longer apply to that location. Further, City agrees that it will not lease Beach Lot 17 & 18 to another beach bar that serves alcoholic beverages. However, the City reserves the right to lease Beach Lot 17 & 18 for other concessions, including but not limited to chairs & umbrellas, and day camps.

TENANT represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City, including Ordinance No. 24 of 1993, and Executive Order No. 1 of 1993, and will remain so for the term of the Agreement and this Amendatory Agreement No. 1, and failure to continue in compliance shall be deemed a breach of the Agreement and Amendatory Agreement No. 1.

TENANT cannot assign its rights or obligations under the Lease Agreement without the prior written consent of the CITY. Amendatory Agreement No. 1 is effective as of the date of complete execution hereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and TENANT have caused this Amendatory Agreement No. 1 to be executed on or as of the day and year first below written.

ATTEST:

Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

By: Marty Small, Sr.
Marty Small, Sr., Mayor

Date: 3-13-26

ATTEST:

STATE OF NEW JERSEY

By: _____
Department of Community Affairs

Date: _____

WITNESS:

Adam Frost
Adam Frost

SECAA, LLC

By: Steven Tubeeck
Name: Steven Tubeeck
Title: managing member

Date: March 2nd, 2026



ASHLEY ANDERSON
Notary Public
State of Florida
Comm# HH355939
Expires 1/30/2027

Ashley Anderson

This Amendatory Agreement No. 1 is approved as to form and execution.

Date: 3/5/26

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