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REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth below by and between the City of Atlantic City (the "City"), having an address at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 and **Alpha and Omega Market, LLC** (the "Licensee"), having an address at **404 Oriental Avenue**, Atlantic City, N.J. 08401.

WHEREAS, the City is a municipal corporation of the State of New Jersey, owning and controlling certain real property within its territorial limits, including that certain real property known as the Sidewalk and in particular that portion of the Sidewalk located between **Oriental Avenue** and **Boardwalk** and adjacent to Lot **59** in Block **71**, (the "City Property"); and

WHEREAS, the Licensee owns or leases certain real property (the "Licensee Property") directly adjacent to the City Property and operates a business which sells food and beverage to the public at that location; and

WHEREAS, as permitted by Section 222-26 et seq of the Atlantic City Code, the Licensee wishes to maintain tables and chairs for its patrons in certain portions of the City Property adjacent to the Licensee Property (the "Licensed Area"); and

WHEREAS, the City desires to grant a License to the Licensee to use the Licensed Area to serve food and beverages to its patrons as permitted by the City Code.

NOW, THEREFORE, in order to carry out the intent as expressed above, and in consideration of the payment of one Dollar (\$1.00) and the mutual covenants herein contained, the City and the Licensee hereby agree and covenant as follows:

PURPOSE

1. The City hereby grants a Revocable License to the Licensee to use the Licensed Area to maintain a seating area and serve food and beverage from Licensee's adjacent establishment to its patrons.

LICENSED AREA

2. For purposes of this Agreement, the Licensed Area is defined as [circle one]:

Half of that ___ foot wide portion of the Sidewalk, measured from the exterior property line of the retail food establishment towards the street, (also referred to as the First Ribbon of Sidewalk) immediately adjacent to Licensee's Property (shown on the tax maps of the City of Atlantic City as Lot ___ in Block ___, also known as _____ Avenue) and extending across the full boundary of the Licensee's property (see attached legal description prepared by _____ on _____, 200__); or

No more than 8 feet of the Sidewalk, measured from the exterior property line of the retail food establishment towards the street (also referred to as the First Ribbon of Sidewalk) immediately adjacent to Licensee's Property (shown on the tax maps of the City of Atlantic City as Lot **59** in Block **71**, also known as **404 Oriental** Avenue) and extending across the full Southern boundary of the Licensee's property (see attached property survey prepared by **N/A** on _____, 200__);

PERMITTED STRUCTURES

3. Decorative tables, chairs, umbrellas, landscaping, fencing, partitions or any

other hardware to be placed, erected and/or maintained within the Licensed Area of the Sidewalk, (hereinafter the "Permitted Structures") shall strictly conform to the plans, description and/or design submitted to and approved by the Division of Planning, or any amendments or supplements thereto as required and approved by the Director of Planning. Said attachments and any required or approved amendment(s) are hereby made a part of this agreement as if fully set forth herein. No structure, equipment or improvements shall be placed upon the licensed area unless approval therefore has been received by the Licensee in writing by the Planning Division.

SPECIFIC CONDITIONS OF USE

4. The within License is expressly subject to the following conditions:
 - a. The Licensee's use of the above described Licensed Area is limited to those uses permitted in the Licensed Area by City Code and/or Ordinance.
 - b. Licensee's use shall be in accordance with the application submitted to the City of Atlantic City by Licensee's letter dated **May 26, 2017** and in accordance with Petition No. **N/A** submitted to the Casino Control Commission or application to the New Jersey Division of Alcoholic Beverage Control (as applicable).
 - c. For the purposes of this License, Licensee is granted from the City possession of the Licensed Area to the extent necessary to satisfy the provisions of N.J.S.A. 33:1-1 et seq and N.J.S.A. 5:12-103 (as applicable) requiring control of a licensed premises.
 - d. Any alcoholic beverages provided in or on the Licensed Area shall be served in plastic cups or glassware bearing the name and/or logo of the Applicant's establishment.
 - e. The applicant shall be responsible to insure that no alcoholic beverages

served in the Licensed Area pass beyond the boundary of that area.

f. Any seating and/or tables in the Licensed Area shall not impair the free and uninterrupted passage of persons, wheel chairs and/or bicycles along said Sidewalk.

g. The privileges afforded herein may be suspended by the Mayor of the City of Atlantic City, the Chief of Police, the Chief Engineer of the Fire Department, the Director of Emergency Management or the Director of Health and Human Services in the event of a parade or a weather or other emergency with or without notice in the interests of public health and safety.

h. In addition to the foregoing and the representations included in the Licensee's request, the requirements of this License shall include by reference all of the provisions of City Code Section 222-26, the provisions of any Resolution or Order of the Casino Control Commission or Permit from the New Jersey Division of Alcoholic Beverage Control.

i. This Revocable License shall terminate and be of no effect and the Licensed Area shall revert back to the City if the Licensee or its successors fails to properly maintain the Licensed Area or the Permitted Structures in the reasonable judgment of the City. Said maintenance shall include a responsibility on the part of the licensee to keep both the Licensed Area and the fifty foot perimeter around the Licensed Area clean and free from debris. In the event of failure of these responsibilities, within forty eight (48) hours of written notice from the City to the Licensee, the Permitted Structures shall be removed by the Licensee or its successors, at its own expense, or thereafter the City, at the City's discretion, may remove the Permitted Structures and the City, its agents, servants, and employees shall bear no responsibility or liability for

damage caused to the Permitted Structures or adjoining structures by such removal, and the City shall receive the reasonable cost for such removal from the Licensee or its successors.

j. No signs, banners, logos, emblems, advertisements or the like, not specifically approved by the Atlantic City Division of Planning or the appropriate City land use board, shall be placed in the Licensed Area or upon the Permitted Structures.

k. Under no circumstances shall the Permitted Structures exceed the perimeter of the Licensed Area allowed under the code nor shall the Permitted Structures be expanded or embellished without the express permission of the City Division of Planning. The Licensee may, with the approval of the City Division of Planning, reduce the size of the Permitted Structures from that which is described in plans and specifications referred to in paragraph 3 herein, so long as the design of the reduced structure is consistent with such plans and specifications. Such reduction in size shall not affect any other terms, conditions or requirements of this Agreement. In no event shall anything be placed within the Licensed Area which is different in design from that which is described in plans and specifications referred to in Paragraph 3 herein, without the approval of the Division of Planning.

l. The Permitted Structures shall at all times be maintained by the Licensee or Licensee's designee at the Licensee's (or designee's) sole cost and expense in accordance with Section 222-26 of the Atlantic City Code. All of those Permitted Structures shall be removed from the licensed area when the establishment is not open for business except that the Licensee shall be permitted a grace period of one hour after the close of the business for removal and one hour before opening of the business for set-up.

GOVERNMENTAL APPROVALS

5. All appropriate local, state and federal approvals or permits shall be obtained by Licensee or its agents, prior to erecting the Permitted Structures.

REVOCACTION

6. The City retains the right, at any time, upon forty eight (48) hours notice from the City to the Licensee, to revoke this License, in part or in its entirety, and to require that the Permitted Structures or any structure existing at the time of such notice, be removed from the City's right of way described hereinabove. If, at the expiration of the said forty eight (48) hours notice period, the Licensee fails to remove such structure, the City may remove such structure and receive reimbursement from the Licensee or its successor, for the reasonable costs of such removal. Should the City remove the Permitted Structures pursuant to the terms of this paragraph, the City and its agents, servants, and employees shall bear no responsibility or liability for damage caused to the Permitted Structure or adjoining structures, during such removal process.

7.

***INSURANCE REQUIREMENTS**

TO THE SIDEWALK LICENSEE:

The original License Agreement is specifically amended as follows:

Your firm's License Agreement for the use of a portion of the City Sidewalk mandates that you furnish a Certificate of Liability Insurance. The City requires that the Certificate you provide meet the following requirements:

- a. Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee, which insures all operations of the Licensee contemplated by this Agreement, the contractual assumption of liability reflected by this Agreement and names the City, its elected or appointed officials, officers,

employees and agents as an Additional Insureds for General Liability including Products/Completed Operations and Contractual Liability. Such General Liability insurance shall be written with minimum limits of liability of \$1,000,000 per Occurrence Combined Single Limit for Bodily Injury, Property Damage, including Products/Completed Operations Liability and \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations aggregate. If the General Liability coverage for this license location is included in a policy that covers other operations or locations, the General Aggregate shall apply separately to this licensed location.

If the Licensee is the seller of alcohol at the license location, Licensee shall provide Liquor Liability coverage of not less than \$1,000,000 per occurrence and aggregate either as an endorsement to the General Liability or a separate policy.

If the Liquor Liability coverage for this license location is included in a policy that covers other operations or locations, the limits shall apply separately to this licensed location. If a separate policy, the City, its elected or appointed officials, officers, employees and agents shall be named as Additional Insureds.

All policies required under this agreement shall be issued by a carrier authorized to provide this insurance in New Jersey and have a minimum AM Best Rating of A-VIII.

b. LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The Coverage A limit is Statutory and the Coverage B limit shall be no less than \$500,000.

This insurance shall apply to all Sole Proprietor, Partner or LLC Member and the certificate of insurance must state they are not excluded.

- c. The LICENSEE shall include a waiver of subrogation in favor of the City for all policies listed in Section 7a. This does apply to Workers' Compensation if allowed by State law.
- d. Certificates of all such insurance shall be provided to the LICENSOR at least 14 days prior to the commencement of this license agreement and shall be subject to approval by the City's Risk Manager, such approval not to be unreasonably conditioned, withheld or delayed. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the City. Should the said policy be renewable on an annual, semiannual or other basis, the Licensee shall have a continuing obligation to provide proof to the City of such insurance coverage. Certificate holder address to the City of Atlantic City, Office of Risk Management, 1301 Bacharach Blvd., Suite 403, Atlantic City, NJ 08401.

The City assumes that any Insurance Certificate presented by you will comply with all of the above requirements. We suggest you provide this notice to your insurance broker when requesting issuance of your Certificate. Any questions or concerns may be directed to Nancy Egrie, Risk Manager at 609-347-5531.

SUBJECT TO LAW

8. The Licensee and this License Agreement are subject to all Federal and State laws and the Ordinances of the City of Atlantic City as they now exist or may be hereafter adopted or amended and the Resolutions of the City now in effect or which may be hereafter passed and adopted.

INDEMNIFICATION

9. As a condition hereof, the Licensee and its successors and assigns agree and are bound to hold the City harmless and to defend the City against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by use, occupancy, and/or maintenance of the aforementioned Permitted Structure, any loss within the Licensed Area, or from any act or occasion by any representative, agent, customer or employee of the Licensee. It is the intention of this paragraph on the part of the Licensee and a condition of this License that this paragraph shall serve as a full and total indemnification against any kind or character of claim whatsoever that may be asserted against the City by reasons of, or as a consequence of having granted this License.

BINDING EFFECT

10. This License Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to this Agreement.

RECORDATION

11. This License Agreement may not be recorded by the Licensee.

EFFECTIVE DATE AND TERM

12. This License Agreement is effective as of the date of the signature below. Unless revoked in accordance with the terms herein, this License shall be valid until

November 1 of the year in which it is executed.

CONDITIONS

13. This license is contingent on the submission of a Legal Description of the Licensed Area to the Division of Planning, and adherence to the following conditions:

- a. Umbrellas with product advertisements are not permitted.

Umbrellas with the name and/or logo of the establishment or no lettering at all shall be acceptable.

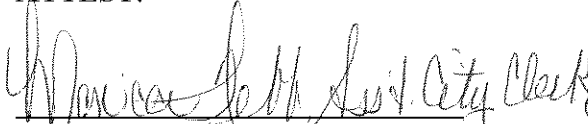
- b. Temporary (un-mounted) signage is not permitted, (Please consider wall-mounted signage).

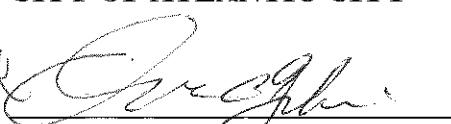
Free-standing menu boards are not permitted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first below written.

ATTEST:

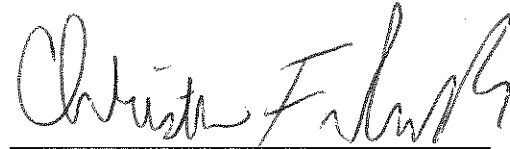
CITY OF ATLANTIC CITY


Paula Geletei, City Clerk


Hon. Don Guardian, Mayor

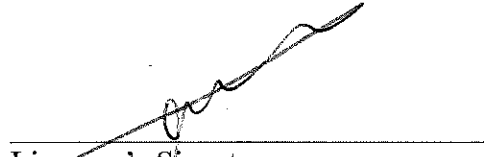
Date: _____

Date: 6/28/17


CHRIS Filicello
Planning


Witness Signature

Date: 5/25/2017


Licensee's Signature

Jozif Al Dalo
Print Name:

owner
Title

Date: 5/25/2017

The within Agreement is approved as to form and execution.

By: 
Assistant City Solicitor

Date: 6-28-17

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
ALPHA & OMEGA MARKET LLC

TRADE NAME:

ADDRESS:
404-406 ORIENTAL AVE
ATLANTIC CITY NJ 08401

SEQUENCE NUMBER:
1814590

EFFECTIVE DATE:

08/09/13

ISSUANCE DATE:

08/12/13



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-00) D205840V

Alpha & Omega
464 Oriental Ave
Atlantic City, NJ 08401

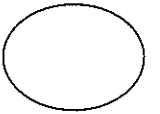
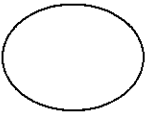
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O r d i n a n c e

Ordinance No.36.....

OF THE
CITY OF ATLANTIC CITY, N.J.

Date..05-28-03....
& 06-11-03....
Date to Mayor.06-29-03..

REVISED 6/24/03

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

Factual contents certified to by

City Solicitor /s/ Steven W. Smoger

Business Administrator /s/ Benjamin R. Fitzgerald

Prepared by the City Solicitor's Office

Council Member MARSH & ROBINSON Presents the following Ordinance:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ATLANTIC CITY, CHAPTER 222-26, REGULATING DISPLAY OR PLACEMENT OF GOODS AND WARES.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Atlantic City that the following City Code Sections shall be amended as follows;

SECTION 1. Section 222-26 D. shall now read as follows:

(D) Duly licensed retail establishments with frontage on the Boardwalk between North Carolina Avenue and Indiana Avenue ("heretofore the "Midtown Section") shall also be permitted to provide a preapproved table, chair, and umbrella set in front of their establishments under the provisions of this subsection D. Those table sets in the Midtown Section shall be provided in conjunction with a program developed by the Atlantic City Special Improvement District to improve the overall appearance of eateries in this test area. The SID is the providing agency, and their program seeks to reasonably standardize all tables, chairs and umbrellas within the Midtown Section to create a more uniform esthetic in conjunction with facade improvements. Only table and chairs provided by the SID will be permitted in this Midtown Section. All licensed retail food establishments that desire tables and chairs on the Boardwalk must comply with the SID program. As part of the program, in the Midtown Section no tables, chairs or umbrellas shall be permitted within the first ribbon of the Boardwalk in this area, but rather in the "second ribbon." The outside seat of the table, chair and umbrellas combination sets shall be located directly adjacent to the second lengthwise stringer board and within the second ribbon of the Boardwalk approximately 16 feet from the front wall of the eatery, directly in front of the premises and provided that the Boardwalk is at least 60 feet in width (from the northerly edge to its southerly edge) for the full width of said retail food establishment's frontage. Seating in the Midtown Section shall also be subject to the following:

SECTION 2. Section 222-26 D. (3) shall now read as follows:

(3) All preapproved and detachable umbrellas shall be removed from the tables and chairs on the Boardwalk by the operator when the retail food establishment is not open for business. The owner or operator shall be required to store these umbrellas when closed, is responsible for their care and cleanliness and, if any damage thereto or lost/stolen, the owner/operator shall be responsible to replace solely at their expense. All preapproved and fixed umbrellas shall be

permitted to remain in place with the tables. The Atlantic City SID shall assume responsibility for the maintenance, removal and replacement of these fixed umbrellas.

Section 3. Section 222-26 D. (9) shall now read as follows:

(9) Beverages containing alcohol shall not be served, sold or consumed in the area provided for tables and chairs under this Section 222-26(D) except by retail establishments holding a valid Alcoholic Beverage Retail Consumption license issued prior to June 1, 2003 and then only in the permitted area directly in front of their establishments and in accordance with the further licensing provisions of Section 222-26(F) below.

Section 4. Section 222-26 D. (10) shall now read as follows:

(10) The tables and chairs provided under this section 222-26(D) shall not be permitted in any area other than the North Carolina to Indiana Avenue target area until a reasonable time period has elapsed in order to determine the effectiveness of these provision. The Director of Planning and Developer shall be the arbiter of any expanded or deleted areas.

Section 5. Section 222-26 D. (14) shall be amended to add the following:

(14) All Boardwalk eateries who exercise the option provided by this section shall be required to save harmless and indemnify the City of Atlantic City from and against any and all claims arising out of or in connection with such undertaking. Prior to any food or beverage service, such eatery shall annually submit to the Atlantic City Director of Planning and Development proof of insurance policy issued by an insurance company licensed to do business in the State of New Jersey insuring the Boardwalk eatery and the City of Atlantic City against all claims for damage to property or bodily injury, including death, which may rise from or in connection with the undertaking by the eatery. Such insurance shall name the City of Atlantic City as an additionally insured and shall provide that the policy shall not terminate or be cancelled prior to its normal expiration date without thirty (30) days advance written notice to the City. The minimum amounts of insurance to be maintained under such policy are: a combined single limit policy of one million dollars (\$1,000,000.00).

Section 6. Section 222-26 (F) shall be amended to have the following:

(F) Prior to the service of any alcoholic beverages on the Boardwalk by an establishment under any of the subparagraphs above, the owner or operator of the establishment shall enter into a license agreement with the City of Atlantic City defining the conditions for the use of the area in which alcoholic beverages are to be served or consumed. Said license agreements shall reference the requirements in the applicable section of this Section 222-26 and include a description of the types of tables, chairs and other fixtures be permitted in the licensed area and, notwithstanding the provisions of this Section, the time period in which those times may be present and the manner in which they may be fixed on and to the Boardwalk. It shall also include insurance and indemnification requirements at

least as protective to the City as those enumerated in Section 222-26(14) and the requirement that all alcoholic beverages be served in plastic cups or glassware bearing the name and logo of the licensee's establishment. The Director of Planning and Development shall be authorized to execute all such license agreements, in his discretion, on behalf of the City. Council shall retain the authority to further consider a license request on application by the proposed licensee. All such license agreement shall be revocable by Director or Council upon 30 days notice to the licensee or immediately upon the breach of the agreement by the licensee.

Section 7. The provisions of this Section 222-26 permitting tables and chairs and food and beverage service on the Boardwalk shall be applicable only to retail establishments on the North side of the Boardwalk. This section 222-26 shall not be construed to permit tables, chairs or service in either the first or second ribbon of the Southern or Beach side of the Boardwalk.

Section 8. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent necessary to remedy the inconsistency.

Section 9. This ordinance shall become effective upon final passage and publication as provided by law.

ts/ew June 27, 2017 10:31 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CLARK		X					MARSH	X					X
JOHNSON	X						MASON	X					
JONES	X						ROBINSON	X					
MANCUSO			X				ROSARIO	X					
							CALLAWAY PRESIDENT	X				X	

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

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J., on MAY 28, 2003 & JUNE 11 2003
Adopted on second and final reading after hearing on JUNE 25, 2003.....

Approved By: /s/ LORENZO T. LANGFORD..... Date: 06-29-03..... By Council..... Reconsidered Over
Mayor Ride _____
Aye Nay

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

.../s/ ROSEMARY ADAMS..... City Clerk

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FIRST PASSAGE																													
COUNCIL MEMBER				AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER				AYE	NAY	N.V.	A.B.	MOT.	SEC.										
CLARK				X						MARSH				X															
JOHNSON				X						MASON				X															
JONES				X						ROBINSON				X						X									
MANCUSO				X						ROSARIO					ABSTAIN														
CALLAWAY, PRESIDENT				X						X									X										
X-Indicates Vote														NV-Not Voting				AB-Absent				MOT-Motion				SEC-Second			

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J., on..MAY 28, 2003..