

This Amendment to Beach Concession Lease ("Lease Amendment") entered into this 13<sup>th</sup> day of July 2021, between the City of Long Beach, a municipal corporation duly established in accordance with New York State Law with a principal place of business at 1 West Chester Street, Long Beach, NY 11561 ("Landlord") and Sand Castles L.B.N.Y., Inc. d/b/a Rip Tides with an address at 740 West Bay Drive, Long Beach, NY 11561 ("Tenant").

WHEREAS, Landlord and Tenant seek to amend the Beach Concession Lease between them dated April 27, 2016 (hereinafter "Lease") for the placement of seven (7) wooden picnic tables and/or high top tables on the Boardwalk and the assignment of two (2) parking spaces to the Tenant.

NOW, THEREFORE, the parties agree as follows:

1. Landlord and Tenant understand and agree that this Lease Amendment is to be construed in accordance with the terms of the Lease and Extension Rider, both of which are incorporated herein by reference.
2. Landlord hereby gives Tenant permission to place up to seven (7) wooden picnic tables and/or high-top tables on the Boardwalk, along its northern rail from the eastern most side of the pedestrian ramp to the Boardwalk at Edwards Boulevard, east to the first light pole. Additionally, Landlord also gives Tenant permission to place two (2) tables, with each one to be placed between the premises and the pedestrian ramps to the east and west so long as they do not unreasonably interfere with pedestrian traffic.
3. In consideration for the permissions set forth in paragraph 2, Tenant shall pay the Landlord, as Additional Rent, the sum of ONE HUNDRED DOLLARS (\$100) per table, per season.
4. Landlord does not object to the current placement or physical dimensions of the tables on the Boardwalk.
5. Tenant shall provide acceptable proof of insurance coverage demonstrating said tables and chairs fall within that policy and is otherwise in accordance with the terms of the Lease.
6. Should any replacement tables and chairs be necessary, they shall have the same physical dimensions as the tables and chairs that currently exist.
7. Tenant shall be permitted to park two (2) vehicles along the southwestern nook of the premises on the following conditions:
  - a. The vehicles may not block wrap around traffic at the butt end; and
  - b. Tenant shall pay, as Additional Rent, the cost of FIVE HUNDRED DOLLARS (\$500) per space, per season.
8. Tenant shall not place any Signs, including flags, on City property without the express written permission of the City.
9. The parties shall refrain from making public statements and/or representations which would tend to disparage the other regarding the issue of the removal and/or placement of flags on the Boardwalk for the remainder of the Tenant's 2021 season.

**This space left intentionally blank.**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment by signing below.

**Landlord – City of Long Beach**

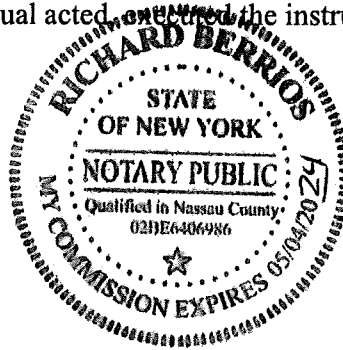
By: [Signature]  
Donna M. Gayden  
City Manager

Date: 7/13/2021

State of New York     )  
  )ss.:  
County of Nassau     )

On the 13<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Donna M. Gayden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public



**Tenant – Sand Castles LBNY, Inc.**

By: [Signature]  
Brian Braddish  
President

Date: \_\_\_\_\_

State of New York     )  
  )ss.:  
County of Nassau     )

On the 1<sup>st</sup> day of JULY in the year 2021, before me, the undersigned, personally appeared Brian Braddish, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

DENIS G. KELLY  
Notary Public, State of New York  
No. 02KE5021847  
Qualified in Nassau County  
Commission Expires Dec. 27, 2021