<u>Exhibit F</u>

Joint Issues

Item	Item
Number	
1.	Master Developer agrees to provide total of 272 benches on the Boardwalk. Sixty-five (65) have previously been installed. Sixty-seven (67) will be installed prior to 2006 summer season. Seventy (70) will be installed prior to 2007 summer season. Seventy (70) will be installed prior to 2008 summer season.
2.	Master Developer will work with City to assist in relocation of the Tillie Murals until a permanent home for such murals is found. The goal is to arrange for the safe transportation of the murals from their existing site and to house the murals upon a concrete slab in sheds that meet the 2005 recommendations of the conservator, Paul Himmelstein. Relocation shall be completed by August 1, 2006. The City and Master Developer will together approve the final location for the sheds. The sheds will be permitted to stay in the determined location until the final location of the murals is determined by City and Master Developer. All permits required to construct the foundation will be provided by the City at no cost. Any permits required to build the sheds will be provided by the City at no cost. Master Developer will not be responsible for the "safe keeping" of the murals other than insuring the sheds are built to the specifications outlined by the Himmelstein report.
3.	In addition to work provided under this Agreement, (i) Master Developer will keep Boardwalk Properties, including Pavilions, Convention Hall and Casino/Power Plant complex, and surrounding areas under control of Master Developer in safe and neat condition, including but not limited to the installation and maintenance of appropriate netting and fencing, weed control and removal of standing trash and debris, and (ii) City will keep the boardwalk, beach and surrounding areas under its control in safe and neat condition, including but not limited to the installation and maintenance of appropriate fencing, weed control and removal of standing trash and debris.
4.	Green Acres parcels (as defined in the Redevelopment Agreement) will be transferred back to City by July 1, 2006, provided that the City and Master Developer have executed a mutually agreed document codifying the approved uses for the property leased by the Master Developer from the City for the Green Acres parcels.
5.	On an ongoing basis, Master Developer and City will work to develop schedules and staffing levels to provide timely and appropriate review of building plans, permitting and inspections for all waterfront properties under control of Master Developer.
6.	City shall pass such resolutions or ordinances and otherwise take such action as may be necessary to permit Master Developer to the full benefit (subject to applicable law) of its exclusive right to vendor(s) permits on the boardwalk pursuant to section 3.3 of the Redeveloper Agreement.

7.	On an ongoing basis and in accordance with the provisions of the Redevelopment Agreement, Master Developer will respond in timely manner to City requests for funding of escrow accounts maintained by the City to cover allocable costs of City staff and professionals. All requests for payment submitted by the City shall be accompanied by detailed invoices of the goods and service provided.
8.	On an ongoing basis, Master Developer will submit annual reports to NJSHPO and the City relating to Convention Hall and Paramount Theater as required by Historic Preservation Easements.
9.	City and Master Developer will work to resolve existing dispute regarding taxation of Block 227 in accordance with Redevelopment Agreement by May 3, 2006, and will submit such dispute to arbitration as provided herein if unable to reach agreement by such date.
10.	Within three weeks of effective date of this Agreement, the City and Master Developer will work to resolve existing dispute regarding determination of sales price of Block 222 by selection of third appraiser who will appraise such property in accordance with the parameters set forth in the Redevelopment Agreement. Following such determination, City will authorize the subdivisions and approve street vacations associated with Block 222 in accordance with the Redevelopment Agreement. Master Developer will complete the creation of dunes and construction of a meandering boardwalk and fisherman's cleaning station in accordance with the provisions of the Redevelopment Agreement and the CAFRA Permit.