

COMMERCIAL BUOY LEASE AGREEMENT

THIS AGREEMENT made this 21 day of Feb, 2007, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and TERRY JOHNSON, d/b/a MARINA BAY BOAT RENTAL, party of the second part, hereinafter called the Lessee.

1. That the City does hereby lease and let to Lessee, under all the terms and conditions hereinafter set forth, the following described area and facilities of the waterfront of Lake Geneva:

An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto). Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake, and

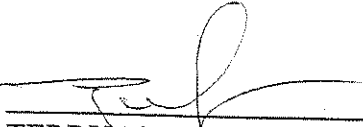
2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above described areas and facilities in an orderly manner. Lessee shall not unreasonably disturb the general public or adjacent owners or tenants.
4. Lessee shall keep the areas and facilities leased in a neat and presentable condition at all times.
5. The term of this lease is for three seasons, (2007, 2008, and 2009), each season commencing April 15th and ending November 15th. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than November 15, 2008. If Lessee fails to notify Lessor of its intention to negotiate for a new lease on or before November 15, 2008, Lessor may negotiate with any other person or entity for a lease of the subject buoys or Lessor may elect not to lease the subject buoys or any portion of them for any future period or periods. If Lessee and Lessor notify each other of an interest in re-negotiating a new lease for some or all of the subject buoys, such negotiations shall be completed on or before November 15, 2009, or all rights to negotiate shall be null and void.
6. Lessee shall pay as annual rent for the term of the lease for the mooring buoys leased herein the sum of Nine Thousand and no/100 (\$9,000.00) Dollars in 2007, Nine Thousand Two Hundred Seventy and no/100 (\$9,270.00) Dollars for 2008, and Nine Thousand Five Hundred Forty-Eight and no/100 (\$9,548.00) Dollars in 2009. Annual lease amounts may be paid in two equal installments, the first installment to be paid on or before July 15th and the second installment to be paid on or before August 15th, of each year. All such payments shall be made to the City of Lake Geneva.

7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within 10 days of the execution of this lease. Said Certificate of Insurance shall reflect the City of Lake Geneva as an additional insured and that the City shall be notified thirty (30) days prior to the expiration, termination, or cancellation of the insurance coverage.
8. It is understood and agreed that if the said Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or shall in any way fail to meet the demands of the public in the operation of the business herein referred to, or shall fail to pay the rent when due, then said Lessee shall forfeit all rights, title, and interest in the premises hereby leased and every part thereof.
9. It is further provided that no assignment or sale of the Lessee's rights under this lease shall be made either by the Lessee or through voluntary assignment or bankruptcy.
10. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys. Lessee agrees to hold the City harmless of all claims of damage or loss arising from failure of the mooring buoy system.
11. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of contract.
12. Lessee agrees to hold City harmless for any damages, personal or property, resulting from the mooring of boats on buoys or mooring.
13. Any requirement in this lease for approvals shall be deemed to require written approval from the appropriate party to the lease. Said approvals shall be signed by the officer or authorized agents or employees of the appropriate party to the lease.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, TERRY JOHNSON, d/b/a MARINA BAY BOAT RENTAL, has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

LESSEE:

CITY OF LAKE GENEVA


TERRY JOHNSON, d/b/a
MARINA BAY BOAT RENTAL


SHELDON O. SHEPSTONE, Mayor

COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENT

THIS AGREEMENT made this 5th day of MARCH, 2007, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and GAGE MARINE, party of the second part, hereinafter called the Lessee.

1. That the City does hereby lease and let to Lessee, under all the terms and conditions hereinafter set forth, the following described area and facilities of the waterfront of Lake Geneva:

An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of four (4) mooring buoys (see buoy location drawing attached hereto) and ten (10) boat slips. Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake, and

2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above described areas and facilities in an orderly manner. Lessee shall not unreasonably disturb the general public or adjacent owners or tenants.
4. Lessee shall keep the areas and facilities leased in a neat and presentable condition at all times.
5. The term of this lease is for three seasons, (2007, 2008, and 2009), each season commencing April 15th and ending November 15th. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than November 15, 2008. If Lessee fails to notify Lessor of its intention to negotiate for a new lease on or before November 15, 2008, Lessor may negotiate with any other person or entity for a lease of the subject buoys or Lessor may elect not to lease the subject buoys or any portion of them for any future period or periods. If Lessee and Lessor notify each other of an interest in re-negotiating a new lease for some or all of the subject buoys, such negotiations shall be completed on or before November 15, 2009, or all rights to negotiate shall be null and void.
6. Lessee shall pay as annual rent for the term of the lease for the mooring buoys leased herein the sum of Twenty-One Thousand Three Hundred Fifty and no/100 (\$21,350.00) Dollars in 2007, Twenty-One Thousand Nine Hundred Ninety and no/100 (\$21,990.00) Dollars for 2008, and Twenty-Two Thousand Six Hundred Fifty and 22/100 (\$22,650.22) Dollars in 2009. Annual lease amounts may be paid in two equal installments, the first installment to be paid on or before July 15th and the second installment to be paid on or before August 15th, of each year. All such payments shall be made to the City of Lake Geneva.

7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within 10 days of the execution of this lease. Said Certificate of Insurance shall reflect the City of Lake Geneva as an additional insured and that the City shall be notified thirty (30) days prior to the expiration, termination, or cancellation of the insurance coverage.
8. It is understood and agreed that if the said Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or shall in any way fail to meet the demands of the public in the operation of the business herein referred to, or shall fail to pay the rent when due, then said Lessee shall forfeit all rights, title, and interest in the premises hereby leased and every part thereof.
9. It is further provided that no assignment or sale of the Lessee's rights under this lease shall be made either by the Lessee or through voluntary assignment or bankruptcy.
10. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys. Lessee agrees to hold the City harmless of all claims of damage or loss arising from failure of the mooring buoy system.
11. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of contract.
12. Lessee agrees to hold City harmless for any damages, personal or property, resulting from the mooring of boats on buoys or mooring.
13. Any requirement in this lease for approvals shall be deemed to require written approval from the appropriate party to the lease. Said approvals shall be signed by the officer or authorized agents or employees of the appropriate party to the lease.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, GAGE MARINE, has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

LESSEE:


GAGE MARINE

CITY OF LAKE GENEVA


SHELDON O. SHEPSTONE, Mayor


DIANA DYKSTRA, City Clerk

COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENT

THIS AGREEMENT made this 13th day of February, 2007, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and LAKE GENEVA BOAT LINE, INC., party of the second part, hereinafter called the Lessee.

1. That the City does hereby lease and let to Lessee, under all the terms and conditions hereinafter set forth, the following described area and facilities of the waterfront of Lake Geneva:

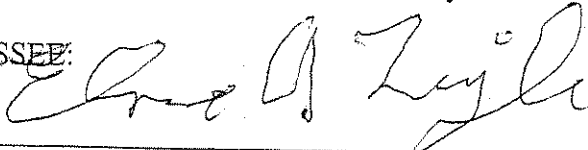
An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto) and four (4) boat slips. Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake, and

2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above described areas and facilities in an orderly manner. Lessee shall not unreasonably disturb the general public or adjacent owners or tenants.
4. Lessee shall keep the areas and facilities leased in a neat and presentable condition at all times.
5. The term of this lease is for three seasons, (2007, 2008, and 2009), each season commencing April 15th and ending November 15th. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than November 15, 2008. If Lessee fails to notify Lessor of its intention to negotiate for a new lease on or before November 15, 2008, Lessor may negotiate with any other person or entity for a lease of the subject buoys or Lessor may elect not to lease the subject buoys or any portion of them for any future period or periods. If Lessee and Lessor notify each other of an interest in re-negotiating a new lease for some or all of the subject buoys, such negotiations shall be completed on or before November 15, 2009, or all rights to negotiate shall be null and void.
6. Lessee shall pay as annual rent for the term of the lease for the mooring buoys leased herein the sum of Sixteen Thousand One Hundred and no/100 (\$16,100.00) Dollars in 2007, Sixteen Thousand Five Hundred Eighty-Three and no/100 (\$16,583.00) Dollars for 2008, and Seventeen Thousand Eighty and 49/100 (\$17,080.49) Dollars in 2009. Annual lease amounts may be paid in two equal installments, the first installment to be paid on or before July 15th and the second installment to be paid on or before August 15th, of each year. All such payments shall be made to the City of Lake Geneva.

7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within 10 days of the execution of this lease. Said Certificate of Insurance shall reflect the City of Lake Geneva as an additional insured and that the City shall be notified thirty (30) days prior to the expiration, termination, or cancellation of the insurance coverage.
8. It is understood and agreed that if the said Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or shall in any way fail to meet the demands of the public in the operation of the business herein referred to, or shall fail to pay the rent when due, then said Lessee shall forfeit all rights, title, and interest in the premises hereby leased and every part thereof.
9. It is further provided that no assignment or sale of the Lessee's rights under this lease shall be made either by the Lessee or through voluntary assignment or bankruptcy.
10. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys. Lessee agrees to hold the City harmless of all claims of damage or loss arising from failure of the mooring buoy system.
11. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of contract.
12. Lessee agrees to hold City harmless for any damages, personal or property, resulting from the mooring of boats on buoys or mooring.
13. Any requirement in this lease for approvals shall be deemed to require written approval from the appropriate party to the lease. Said approvals shall be signed by the officer or authorized agents or employees of the appropriate party to the lease.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, LAKE GENEVA BOAT LINE, INC., has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

LESSEE:



LAKE GENEVA BOAT LINE, INC.

CITY OF LAKE GENEVA

Sheldon O. Shepstone
SHELDON O. SHEPSTONE, Mayor


DIANA DYKSTRA City Clerk