

PIER LEASE

THIS AGREEMENT, made this 11th day of April, 2000, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and GAGE MARINE CORPORATION, a Wisconsin corporation, party of the second part, Lessee, hereinafter called the Company.

WITNESSETH:

1. That the said City does hereby lease and let to the said Company under all the terms and conditions hereinafter set forth the following described piers, office space, and other areas:
 - a. Storeroom in the Southwest corner of the Riviera building by stairway.
 - b. Space J in Riviera Concourse.
 - c. All of Pier No. 1, known as the West pier, and pier No. 2, known as the Center pier, together with such unobstructed and uninterrupted use as is reasonably necessary of the operation of the business of the Company and its use of the leased premises of the water adjacent, under, and surrounding said Piers, including the bed of the lake and the air space above the surface. The City shall continue to maintain said Piers and to maintain and operate all outside lighting on and connected with the leased premises. Company shall not change, add or delete light fixtures without obtaining permission of City in advance. Company may construct and maintain a sales and administration building upon the Center Pier and shall secure City approval in advance of all additions, reductions or other changes to the building. Said building is deemed to exist and is approved as of April 1, 1988. Company shall not make any changes to piers nor construct any structure on, near or under either pier without obtaining City approval in advance.
 - d. The Company shall be permitted to locate and maintain two (2) dumpsters in the area designated by the City in the Riviera parking lot. The Company shall pay all costs relating to said dumpsters.
 - e. The privilege of maintaining fuel pumps in the center of Pier No. 2 and the West side of Pier No. 1, for servicing its own boats only.
 - f. The Company may construct and maintain a temporary storage facility on the East side of the Riviera building on the pier ramp. The City shall have the right of final approval of any such structure, which approval shall not be unreasonably withheld.

2. The Company will have the right to use the premises as the Company has used the premises during recent years. The aforesaid leased premises shall be for the exclusive use by the Company for dockage and the transaction of business necessary and convenient in the conduct of its general passenger, charter and speedboat business and that said leased premises, excepting the area described in subparagraphs a, b and f, above, shall be used in common with the general public who may have business on, if any, or rights to access to, if any, said piers. Nothing herein contained is intended to create any rights in the general public that do not already exist. The Company shall, however, have complete, free, uninterrupted and unobstructed access to the leased premises over and above all approaches leading to said premises either by the walks on the East and West side of the Riviera building and to Wrigley Drive and Broad Street or through the concourse running from the North to the South of the Riviera building when said concourse is open to the public and not secured by security gates or devices. A public address system shall be permitted.

3. The Company has fuel storage tanks in the City-owned premises at the curb line of Wrigley Drive and Broad Street, with a connection running from said tanks to the pumps on the piers, and it is understood and agreed that the said Company has the right of privilege to use and maintain said tanks, interconnecting pipeline and pumps for the purposes herein set forth and for the sale of fuel to the general public from the pier directly east of the Riviera building, together with the right to make any necessary excavation changes or repairs, on the condition that the premises be put back in the same condition as they were prior to the making of such change, excavation or alterations. Company shall assume full and complete liability for damage to persons or property for any leakage from the tanks, piping and pumps, or damage emanating from such equipment, and shall be solely responsible for any and all damages resulting from any leakage, use or maintenance of any fuel storage tanks, excepting any damages caused by the City or the City's agents, employees or contractors. Further, Company shall hold City harmless from any damage to any person or thing arising out of the use or maintenance of any fuel tanks, piping and equipment owned and maintained by Company on City property, excepting any damages caused by the City or the City's agents, employees or contractors.

At the termination of the lease without renewal or extension the Company shall conduct environmental testing to the reasonable satisfaction of the City to determine whether there is leakage or other problems associated with the tanks. The company shall be solely responsible for

the costs of testing and compliance with any remediation. If testing reveals leakage the Company shall file all necessary documents with governmental agencies indicating the Company to be the "responsible party" for any tanks and any required remediation.

If within 60 days of termination of this Lease without renewal or extension and the Company has permanently vacated the premises, the City requests in writing to the Company that the Company's underground fuel storage tanks be removed, the Company agrees to remove the same in compliance with all applicable state and federal laws, at the Company's expense, and to be responsible for any then required mediation caused by said tanks.

4. The said Company shall not unreasonably obstruct the common ways and shall keep the premises in a neat and presentable condition at all times and which shall be the obligation of all tenants who use said premises in common. The Company may, subject to prior City approval, control the access to the areas designated as Pier No. 1 (West Pier) and Pier No. 2 (Center Pier).

5. The said Company shall pay for its own water, sewage disposal and electric lights on the facilities over which it has exclusive control on a metered basis.

6. The City shall provide Company with the exclusive use of the parking stall closest to the Riviera facility in the parking lot immediately west of and adjacent to the northwest corner of the Riviera building (the "Riviera Lot"). This stall is also described as the parking stall located in the southwest corner of the Riviera Lot. There shall be no charge for the use of said parking space to the Company or its employees or agents. Said space for the Company and its employees and agents may be used for service vehicles such as mechanical maintenance, caterers, and other contractors providing outside services to the Company. The City shall not be held responsible for any damage or loss arising out of the use of this parking space and the Company shall hold the City harmless for such damage or loss except from any damage or loss resulting from the City's negligence.

7. The Company shall not be liable for any repair and maintenance costs during the term of this Lease or the renewal thereof, except for normal cleaning and sanitation of the leased pier area, provided, however, the Company shall not have any cleaning or sanitation responsibilities during the months of November, December, January, February and March of each year.

8. The term of this Lease shall commence April 1, 2000 and continue through November 15, 2010.

9. Rental payment for Piers No. 1 and No. 2 for the entire term of this lease (years 2000 through 2010) and the renewal term or terms shall be in the total amount of \$20,000 per year. The Company shall have the option to renew this Lease for the years 2011 through November 15, 2016. The Company shall notify the City of its intention to exercise this option no later than 90 days prior to the expiration of the original term of this Lease or upon the expiration of the term of any renewed Lease.

10. This Lease is executed and delivered in connection with a License Agreement by and between the parties hereto dated on or about even date herewith (the "License Agreement"). Any renewal or extension of this Pier Lease shall also be a renewal and an extension of the License Agreement. Similarly, any termination of this Pier Lease shall also be a termination of the License Agreement. Any default under the License Agreement shall also be a default under this Pier Lease.

11. The rental rate for storage and office areas for the 2000 season or for the first year of this Lease, shall be as follows:

- a. Storeroom in Southeast corner by stairway
8 ft x 10 ft = 80 sq. ft. @ \$7.42 per sq. ft.
Annual Rent: \$593.64
- b. Space J in Riviera Concourse 117 sq. ft.
@ \$7.41 per sq. ft.
Annual Rent: \$867.00
- c. Storage in shed on east slip pier 38 ft. x 8 ft.
= 304 sq. ft. @ \$2.82 per sq. ft.
Annual Rent: \$857.28

The parties agree that the rent for the above facilities described in this paragraph shall be adjusted upward annually at the rate of the annual increases (December to December) in the National Consumer Price Indexes for All Urban Consumers over the prior year period, but that increase shall be 2% at a minimum and 5% at a maximum.

12. The parties agree that parking in the Riviera Drive shall be limited to parking for loading and unloading only and shall be permitted only for the period of time posted by sign in the loading and unloading area. No other parking shall be permitted except that which is allowed by special permit issued by the City and which is referenced elsewhere in this Pier Lease.

13. All rents unless specified otherwise herein shall be paid in two (2) installments of one-half (½) each with the first installment due on July 15 of each lease year and the second installment due on August 15, of each Lease year.

14. Electric Transformer. It is understood by and between the parties that the Company has installed an electrical transformer on the Southeast corner of the Riviera building for the purpose of providing electrical service to the Company's equipment. The cost of the transformer and the installation thereof was borne by the parties as per separate agreement entered into on April 24, 1981. The Company acknowledges that the Company has no ownership interest in or to the electrical transformer and it is agreed that the City owns the same.

It is further understood between the parties that in the event the Company abandons the premises for any reason, this transformer and related wiring and equipment remains the personal property of the City and cannot be removed and taken from the premises by the Company. The Company shall save the City harmless from any damages arising out of the negligent use of said transformer by the Company.

15. The said Company shall obtain public liability insurance in the aggregate amount of Five Million and no/100 Dollars (\$5,000,000.00) covering the event of death or injury, and in the aggregate amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) covering the event of property damage and said Company shall furnish a certificate of such insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within fourteen (14) days of the execution of this Lease. The Company shall provide a current certificate of insurance that shall name the City as an additional insured and shall provide for a thirty (30) day notice to the City in the event of cancellation, termination or expiration of the insurance. The City of Lake Geneva is held harmless for any damage or injuries of any kind whatsoever arising out of the operation of any boats or equipment by the Company from the Lake Geneva piers, except for any damage or injuries resulting from the City's negligence.

16. The City shall not be held responsible or liable for any damage or loss to the Company's property, except any damage or loss resulting from the City's negligence.

17. It is definitely understood and agreed that if the said Company shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined or shall fail to pay the rent when due, and, if the Company shall fail to cure the

same within 14 days of written notice to the Company (provided however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then this Lease is null and void. The business of the Company is to be conducted in a business-like fashion insuring the safety of the public and the adherence to all local, state and federal ordinances or statutes. In the event the public safety is endangered or the public laws violated and if the Company shall fail to cure said endangerment or violation within 14 days of written notice to the Company (provided however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then the Common Council of the CITY OF LAKE GENEVA shall have the right to terminate this Lease.

18. It is further provided that no assignments or sale of the Company's rights under this Lease shall be made either by the Company or through voluntary assignment or bankruptcy, or under execution, any attempt of voluntary or involuntary transfer shall render this lease null and void.

19. It is agreed between the parties that prior to the construction of any new improvements by the Company after the date of this Lease, that the parties shall negotiate and designate in writing which party shall have title to the new improvement.

20. The Company agrees not to change any locks installed in doors, passages, service cabinets or other real estate without the express prior approval of the City. In the event any locks or keys have been changed by the Company in the past, the City shall have the right to require said locks or keys to be returned to their original condition. The City shall also have the right to require keys to any facility if access to said facility is required in the event of emergency such as fire or emergency repair. The Company shall be responsible for all costs incurred under this provision. All keys provided the City shall be strictly controlled and held for emergency repair or other emergency.

21. The Company shall have the right to remove all trade fixtures upon the termination of this Lease or any renewal of this Lease. Fixtures that have been attached to the building in any way may only be removed if any and all damages due to attachment or removal can be corrected to the satisfaction of the City. Those fixtures that remain shall become the possession the City following the Company's permanently vacating the premises. It is the responsibility of the Company to maintain their signs on the building in accordance of other City signage.

22. Any requirement in this Lease for approvals shall be deemed to require written approval from the appropriate party to the Lease. The officers or authorized agents or employees of the appropriate party to the Lease shall sign said approvals.

23. The Company agrees to provide sufficient tour boats at the Lake Geneva Riviera piers to meet the demands of the public who wish to use tour boat service at that location.

24. All parties have read this Lease and understand its terms and conditions and intend to be legally bound by all of the terms and conditions of the Lease.

25. It is understood and agreed by the parties that the facilities being leased are not public utilities.

26. If the premises leased hereunder or any part thereof is destroyed or damaged by tornado, fire or any other cause, the City agrees to promptly and expeditiously repair and restore the premises. The Company's rental charges and license fee payment under the License Agreement shall proportionately abate, in whole or in part based upon the damage or destruction until completion of the repairs or rebuilding.

27. The Company will hold the City harmless for any future federal, state and county taxes, permits and licenses required under this Lease due to the Company's business operation. If and when the City would have the Company hold the City harmless for such a claim, the City shall deliver to the Company written notice of the same within 30 days of the City's receipt of a claim or awareness of a potential claim. The Company shall have the right to control the defense of any such claim and the City shall fully cooperate with the Company regarding the same.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by the Mayor of the CITY OF LAKE GENEVA, countersigned by the City Clerk, and sealed with its corporate seal, and the said GAGE MARINE CORPORATION has caused this indenture to be signed by its President, countersigned by its Secretary, and sealed with its corporate seal, and all parties represent that each of the signers have full authority to execute the same.

In Presence of:

CITY OF LAKE GENEVA

Jeri Grabber

By: Spyro G. Condos

Spyro G. Condos
Mayor

Barbara Fish

Countersigned:

Colleen Alexander

Colleen Alexander
City Clerk

Approved as to Form:

Michael J. Rielly
Michael J. Rielly, City Attorney

GAGE MARINE CORPORATION

By: William B. Gage, Pres.

William B. Gage,
President

CORPORATE SEAL

Countersigned:

Mary B. Gage, Sec.

Mary B. Gage,
Secretary