



City of Lake Geneva, 626 Geneva St, Lake Geneva, Wisconsin- 262.248.3673- www.cityoflakegeneva.com

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE
WEDNESDAY, MAY 20, 2020 5:30 PM
CITY HALL, COUNCIL CHAMBERS**

Committee Members: Chairperson Joan Yunker, Alderpersons: Shari Straube, Ken Howell, Rich Hedlund, and Tim Dunn

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. YOU CAN CALL-IN OR WATCH THE MEETING IN SEVERAL WAYS:

1. Livestream at the City of Lake Geneva Vimeo Channel found here www.vimeo.com/lakegeneva
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:9746153**
4. You can provide public comment on agenda items by emailing your comments to the City Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the City Clerk by 4:30 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

CITY HALL WILL NOT BE OPEN TO THE PUBLIC DURING THE MEETING. YOU CAN OBSERVE THE MEETING VIA THE ABOVE LISTED COMMUNICATIONS.

AGENDA

1. Meeting called to order by Chairman Yunker
2. Roll Call
3. Approval of Minutes from March 18, 2020 meeting as prepared and distributed
4. Comments from the public limited to 5 minutes, limited to items on this agenda

5. Harbormaster's Report
 - a. City Piers Status
 - b. Boat Launch Status
 - c. Lake Front/Riviera Building/ Grounds Status
 - d. Riviera Tenants & Updates

6. MSI Update related to the Riviera project
 - a. Phase I of Riviera Restoration Project

7. Discussion/ Possible Recommendation regarding Riviera Restoration Project Phase II
8. Discussion/ Possible Recommendation regarding the Riviera Building historic designation and response letter from the WI State Historic Preservation Organization (SHPO)
9. Discussion/Recommendation regarding possible grant options for the Riviera
10. Discussion/recommendation regarding pay request #5 for MSI General for work completed in the Riviera Restoration Project, in an amount not to exceed \$548,346.65
11. Discussion regarding current MSI contracts
12. Discussion regarding existing and current Riviera Concourse Leases for 2020
13. Discussion regarding existing Gage Marine Lease for boat slips, piers, and buoys
14. Discussion regarding status of Gage Marine fuel tank landscaping
15. Discussion/Update regarding permits and site plan for the tank removal and replacement
16. Adjournment

<p style="text-align: center;"><i>This is a meeting of the Piers, Harbors & Lakefront Committee. No official Council action will be taken; however, a quorum of the Council may be present.</i></p>

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, MARCH 18, 2020– 5:30PM
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

Members: Chairperson Doug Skates, Shari Straube, John Halverson, Rich Hedlund and Tim Dunn

Meeting called to order:

Meeting called to order by Chairman Skates at 5:30 pm

Roll Call: Chairperson Doug Skates, Rich Hedlund, John Halverson, Shari Straube and Tim Dunn.

Approval of Minutes: Dunn so moved to approve the minutes of February 19, 2020, Skates seconded. Motion carried 5-0

Comments from the public limited to 5 minutes, limited to items on this agenda

James Strauss of the Geneva Shore Report addressed the committee to express his concern over the color(s) being installed on the Riviera building.

Harbormaster's Report

Harbormaster Linda Frame reported that repairs and painting on various city owned piers has been placed and work should begin in the near future.

Linda Frame then addressed the committee concerning the proposed use of the VIPLY phone app for purchasing passes for the Riviera Beach. Frame reviewed various information concerning the app and answered general questions from the committee. After further discussion, Skates so moved to approve proceeding with using the app for the 2020 season contingent on the City Attorney's review and approval of the contract. Straube seconded the motion. Motion carried 5-0

Riviera Fund Raising Options

Jodi Sweeney (President of The Sweeney Group) addressed the committee concerning possible community fund raising for Phase II of the Riviera remodeling project. Sweeney review the various options available as well as possible time tables for carrying out the fundraising effort. Sweeney also reviewed the various grants and tax credits that may be available for the Riviera project.

State Historic Preservation Office Update

Adam Wolfe (MSI) reported to the committee that the revised Riviera project plans have been submitted to the State Historic Preservation Office for their review and comments. Wolfe will provide a status report at the next Piers Committee meeting.

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, MARCH 18, 2020– 5:30PM
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

2020 Riviera Project Update

Dave Luterbach (MSI) provided the committee with a status report on the Riviera project. All work is currently on schedule and tuck-pointing should be completed by the end of the week. Luterbach also stated that the sea wall cap replacements / repairs will occur after the scaffolding is removed.

Various committee members inquired about the color of the tiles used on the project. Luterbach stated the colors of the tiles were presented at the November and December Piers Committee meeting in 2019. Luterbach said that the final roof will have an 80% - 10% - 10% mix of the colors. Adam Wolfe presented the committee with a 1930s photograph of the Riviera roof and pointed out that there were multiple colors present on the roof at that time. City Administrator Nord was asked to forward the image to all the committee members via email.

Dave Luterbach (MSI) distributed a “Summary of Contingency” from February 20, 2020 – March 18, 2020 and went over the document with the committee members. Luterbach also noted two future contingency expenses for the project (installing wire atop Chimney Flues for preventing birds from entering and repair of sills at the Ribbon Wall.

Luterbach presented the committee with a “Summary of Change Requests” for February 20, 2020 – March 18, 2020. Luterbach noted there were no changes in the past month.

Halverson so moved to adjourn at 6:18 pm. Dunn seconded the motion. Motion carried 5-0.



WISCONSIN
HISTORICAL
SOCIETY

April 6, 2020

Subject: Review of Riveria and Driehaus Family Plaza, Lake Geneva

The information received on March 20th was reviewed per the Secretary of the Interior's Standards for Rehabilitation. Before we can make a final determination we need further clarification/information:

1. What is the basis of design for the decorative wall mount and pendant mount light fixtures? If there was a historic photo used to select these fixtures, submit that photo along with cut sheets for these fixtures for review.
2. The removal of all interior walls on the main floor is not appropriate. A prominent feature of this historic building is the wide central corridor. The central corridor walls must be retained in the original locations. In addition any original doors located within the corridor shall also be retained in place. Original corridor floor and ceiling materials shall also be retained. Larger openings may be made through these corridor walls to further open the space. Secondary walls on the interior side of the central corridor walls may be removed. To ensure compliance submit a revised floor plan for review.
3. The original structural columns shall be retained. If additional support is required, new support can be sistered to the original structure.
4. The ceiling at the first floor may not be more ornate than originally constructed. If the proposed reflected ceiling plan is based on historic photos, submit these photos for review. If the original ceiling was a flat plaster ceiling, then additional detailing is not appropriate and not approved.
5. Enlarging the windows on the east and west elevations is not appropriate as this would drastically alter the exterior appearance. Replacing the replacement windows in the original masonry openings is acceptable as long as the design matches the original. Submit the window shop drawings for review.

Respectively submitted,

Jen Davel
Senior Preservation Architect

COPY

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816 State Street Madison, Wisconsin 53706

wisconsinhistory.org



Design Build
Since 1957

April 30, 2020

Mr. Dave Nord, City Administrator
cityadmin@cityoflakegeneva.com
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

**RE: Historic Riviera Building Improvements Projects
812 Wrigley Drive
Lake Geneva, WI**

Dear Dave:

The purpose of this letter is to forward the April draw request for work associated with the building improvements at the Historic Riviera building. Please find the following items enclosed:

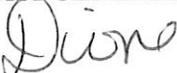
- Application and Certificate for Payment, invoice #26908, Application No.: 5, Change Order #4, for the Glass & Glazing, Tuckpointing and Roof Replacement scope of work
- MSI General Corporation partial waiver of lien
- And the following subcontractor lien waivers:

Badger Scaffolding (scaffold installation/rental)
Hepp's Quality Restoration (demolition)
Masonry Restoration (masonry tuck pointing)
Renaissance Roofing (roofing clay tile/concrete tile)
Ackman Glass (glass & glazing)

If you have any questions or require further paper work, please feel free to contact me at any time.

Sincerely,

MSI GENERAL CORPORATION


Dione M Funk
Accounting

Cc: Jay Craig, MSI General Corporation, jay@msisgeneral.com
Adam Wolfe, MSI General Corporation, adamw@msigeneral.com
Dave Luterbach, MSI General Corporation, davel@msigeneral.com

MSI General

Corporation

P.O. Box 7

Oconomowoc

Wisconsin

53066

262.367.3661

Fax 262.567.7590

www.msigeneral.com

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APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 26908

To Owner: City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Project: 4453- The Riviera

From Contractor: MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Via Architect: Bert J. Zenker, AIA

Contract For: Building Improvements

Application No.: 5

Period To: 4/30/2020

Project Nos: 4453

Contract Date:

Distribution to:
 Owner
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$2,168,332.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,168,332.00
4. Total Completed and Stored To Date	\$1,614,810.00
5. Retainage:	
a. 5.00% of Completed Work	\$80,740.50
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$80,740.50
6. Total Earned Less Retainage	\$1,534,069.50
7. Less Previous Certificates For Payments	\$985,722.85
8. Current Payment Due	\$548,346.65
9. Balance To Finish, Plus Retainage	\$634,262.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MSI General Corporation

By: Susan Butler Date: 4-30-20

State of: Wisconsin County of: Waushara
 Subscribed and sworn to before me this 30th day of April, 2020
 Notary Public: Dion M. Funk
 My Commission expires: 08/23/21

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 548,346.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: BZ Date: 4-30-2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 04/30/20
To: 04/30/20
Architect's Project No.: 4453

Invoice # : 26908 Contract : 4453- The Riviera

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	% (G / C)					
1	The Riviera	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	Change Order #1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002	Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003	Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2005	Change Order #5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003-106	CO3 Supervision	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00	0.00	0.00
2003-185	CO3 Insurance	164.00	164.00	0.00	0.00	0.00	164.00	0.00	0.00
2003-190	CO3 Project Management	625.00	625.00	0.00	0.00	0.00	625.00	0.00	0.00
2003-200	CO3 Marine Survey	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	0.00	0.00
2003-244	CO3 Asbestos Testing	4,600.00	4,600.00	0.00	0.00	0.00	4,600.00	0.00	0.00
2004-106	CO4 Supervision	49,271.00	15,290.00	17,648.00	0.00	0.00	32,938.00	16,333.00	66.85%
2004-109	CO4 Pavers Protection - Allowance	7,500.00	1,500.00	0.00	0.00	0.00	1,500.00	6,000.00	20.00%
2004-110	CO4 State Permits including Historical Review	16,251.00	0.00	0.00	0.00	0.00	0.00	16,251.00	0.00%
2004-112	CO4 Construction Electric	6,999.00	450.00	0.00	0.00	0.00	450.00	6,549.00	6.43%
2004-113	CO4 Temp Heat - Allowance	15,000.00	12,299.00	195.00	0.00	0.00	12,494.00	2,506.00	83.29%
2004-114	CO4 Winter Conditions - Allowance	2,001.00	0.00	0.00	0.00	0.00	0.00	2,001.00	0.00%
2004-117	CO4 Job Trailer	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	0.00%
2004-118	CO4 Dumpsters	6,050.00	0.00	1,132.00	0.00	0.00	1,132.00	4,918.00	18.71%
2004-121	CO4 General Cleaning	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00%
2004-122	CO4 Final Cleaning	8,499.00	0.00	0.00	0.00	0.00	0.00	8,499.00	0.00%
2004-125	CO4 Temp Fence	6,000.00	200.00	0.00	0.00	0.00	200.00	5,800.00	3.33%
2004-126	CO4 Temp Storage Trailers	2,001.00	0.00	0.00	0.00	0.00	0.00	2,001.00	0.00%
2004-127	CO4 Temp Railings	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00%
2004-129	CO4 Temp Toilets	600.00	0.00	190.00	0.00	0.00	190.00	410.00	31.67%
2004-130	CO4 Knox Box	750.00	0.00	70.00	0.00	0.00	70.00	680.00	9.33%
2004-133	CO4 Reproduction	1,002.00	789.00	0.00	0.00	0.00	789.00	213.00	78.74%
2004-135	CO4 UPS - Allowance	501.00	63.00	0.00	0.00	0.00	63.00	438.00	12.57%
2004-137	CO4 Barriers & Enclosures	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.00	100.00%
2004-138	CO4 Street Cleaning/Snow Removal	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00%
2004-139	CO4 Scaffolding/Shoring	153,380.00	100,772.00	26,675.00	0.00	0.00	127,447.00	25,933.00	83.09%
2004-143	CO4 Temp Walk-off Mats	1,002.00	0.00	0.00	0.00	0.00	0.00	1,002.00	0.00%

CONTINUATION SHEET

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In tabulations below, amounts are stated to the nearest dollar.

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Application No. : 5

Application Date : 04/30/20

To: 04/30/20

Architect's Project No.: 4453

Invoice #: 26908

Contract : 4453- The Riviera

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage	
			From Previous Application (D+E)							
2004-144	CO4 Finishes Protection - Allowance	4,002.00	0.00	1,404.00	0.00	0.00	1,404.00	2,598.00	35.08%	
2004-146	CO4 As-Built CD's	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00%	
2004-155	CO4 Job Sign	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00	100.00%	
2004-156	CO4 Temp Signage	750.00	50.00	0.00	0.00	0.00	50.00	700.00	6.67%	
2004-185	CO4 Insurance	16,683.00	16,683.00	0.00	0.00	0.00	16,683.00	0.00	100.00%	
2004-187	CO4 Structural Steel Design	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00%	
2004-190	CO4 Project Management	26,000.00	24,000.00	1,480.00	0.00	0.00	25,480.00	520.00	98.00%	
2004-243	CO4 Demolition	25,000.00	23,250.00	0.00	0.00	0.00	23,250.00	1,750.00	93.00%	
2004-400	CO4 Masonry Tuckpointing	309,701.00	224,540.00	22,273.00	0.00	0.00	246,813.00	62,888.00	79.69%	
2004-500	CO4 Structural Steel - Fabrications	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00%	
2004-600	CO4 Carpentry	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00%	
2004-750	CO4 Roofing Clay Tile/Conc Tile	488,855.00	355,146.00	132,209.00	0.00	0.00	487,355.00	1,500.00	99.69%	
2004-800	CO4 Glass & Glazing	470,040.00	37,500.00	265,000.00	0.00	0.00	302,500.00	167,540.00	64.36%	
2004-900	CO4 Painting	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	100.00%	
2005-106	CO5 Supervision Savings from Seawall/ACM Surveys	-630.00	-630.00	0.00	0.00	0.00	-630.00	0.00	100.00%	
2005-145	CO5 Builders Risk Certificate	1,595.00	1,595.00	0.00	0.00	0.00	1,595.00	0.00	100.00%	
2005-800	CO5 Glass & Glazing - Net Change	-3,755.00	0.00	0.00	0.00	0.00	0.00	-3,755.00	0.00%	
2003-9996	CO3 Perf Bond	820.00	820.00	0.00	0.00	0.00	820.00	0.00	100.00%	
2003-9999	CO3 Contractors Fee	1,327.00	1,327.00	0.00	0.00	0.00	1,327.00	0.00	100.00%	
2004-1520	CO4 Plumbing	5,000.00	0.00	4,317.00	0.00	0.00	4,317.00	683.00	86.34%	
2004-1600	CO4 Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00%	
2004-9996	CO4 Performance Bond	32,100.00	32,100.00	0.00	0.00	0.00	32,100.00	0.00	100.00%	
2004-9997	CO4 Arch/Engineering	101,546.00	71,082.00	25,387.00	0.00	0.00	96,469.00	5,077.00	95.00%	
2004-9998	CO4 Contingency	169,244.00	22,785.00	21,822.00	0.00	0.00	44,607.00	124,637.00	26.36%	
2004-9999	CO4 Contractor's Fee	157,058.00	74,603.00	42,405.00	0.00	0.00	117,008.00	40,050.00	74.50%	
Grand Totals						0.00	1,614,810.00	553,522.00	80,740.50	74.47%

WAIVER OF LIEN

April 30, 2020

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for City of Lake Geneva owner,
by MSI General Corporation contractor,
for building improvements at The Riviera
same being situated in Walworth county, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, to date thru invoice #26908, subject to payment of same.

MSI General Corporation



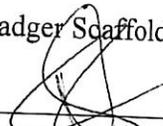
Susan C. Butler,
Executive Vice President – CFO

WAIVER OF LIEN

3/31/2020

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Scaffold Type of work, same being situated in Lake Geneva County, State of Wisconsin, described as The Riviera 812 Wrigley Drive Lake Geneva, WI for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, to date.

Badger Scaffold LLC


Signature: (Officer of company)

Title

Patricia Peterson

PARTIAL WAIVER OF LIEN

Date: March 23, 2020

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by MSI General Corp contractor,
for Window Removal Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, to date.

Hepp's Quality Restoration, LLC.

Monica C Hepp
Signature: (Officer of Company)

Manager
Title

LIEN WAIVER CERTIFICATION

(to be executed by owner or principal officer)

STATE OF WISCONSIN)
Walworth)SS
COUNTY)

PROJECT: The Riviera
817 Wrigley Dr.
Lake Geneva, WI

The undersigned, being duly sworn on oath, states and deposes as follows:

1. That he is the owner or a principal officer of the company designated below, herein called Company.
2. That attached hereto is a billing or draw request regarding a project (named above) for MSI General Corporation, herein called MSI, which requests that MSI make a payment to the undersigned for labor or materials furnished on said project.
3. That with respect to the work, labor, services and materials covered by such billing or draw request, the following and no others, furnished or supplied labor, materials or services: (List Suppliers)

JK Construction

That all of the above suppliers have been paid to date and/or in full as to the matters described in the attached billing or draw request and that their lien waivers are attached hereto, together with the lien waiver of the Company.

4. That this affidavit is made for the purpose of inducing MSI to make payment to the Company, the undersigned acknowledging that any misstatement of fact herein constitutes a criminal offense.

Subscribed and sworn to before me this

22 day of April, 2020

Megan Wilcox
Notary Public, State of Wisconsin

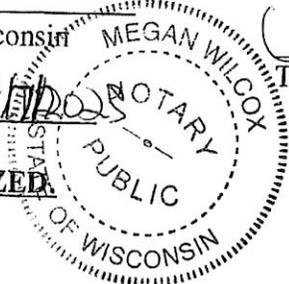
My Commission Expires: 4/1/2025

PLEASE HAVE NOTARIZED

Heggs Quality Restoration, LLC
(Company Name)

BY: Monica C. Heggs
Signature (Officer of Company)

Manager
Title



WAIVER OF LIEN

Date: March 23, 2020

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by Hepp's Quality Restoration, LLC contractor,
for Temp Enclosures Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in Full.

JK Construction


Signature: (Officer of Company)


Title

PARTIAL WAIVER OF LIEN

Date: 03.31.2020

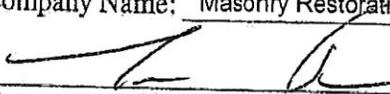
Invoice #5474-02

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Masonry Restoration Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, to date.

Company Name: Masonry Restoration, Inc


Signature: (Officer of Company)

Vice President
Title

LIEN WAIVER CERTIFICATION

(to be executed by owner or principal officer)

STATE OF WISCONSIN)
)SS
Walworth COUNTY)

PROJECT:

The undersigned, being duly sworn on oath, states and deposes as follows:

1. That he is the owner or a principal officer of the company designated below, herein called Company.
2. That attached hereto is a billing or draw request regarding a project (named above) for MSI General Corporation, herein called MSI, which requests that MSI make a payment to the undersigned for labor or materials furnished on said project.
3. That with respect to the work, labor, services and materials covered by such billing or draw request, the following and no others, furnished or supplied labor, materials or services: (List Suppliers)

That all of the above suppliers have been paid to date and/or in full as to the matters described in the attached billing or draw request and that their lien waivers are attached hereto, together with the lien waiver of the Company.

4. That this affidavit is made for the purpose of inducing MSI to make payment to the Company, the undersigned acknowledging that any misstatement of fact herein constitutes a criminal offense.

Subscribed and sworn to before me this

Masonry Restoration, Inc
(Company Name)

31 day of March, 2020.

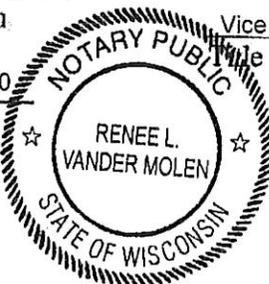
BY: [Signature]
Signature (Officer of Company)

[Signature]
Vice President

[Signature]
Notary Public, State of Wisconsin

My Commission Expires: 09/21/20

PLEASE HAVE NOTARIZED.



PARTIAL WAIVER OF LIEN

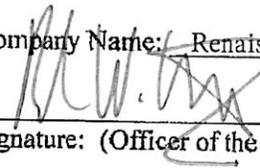
DATE: 4/28/2020

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Roof Replacement Type of work,
same being situated in Lake Geneva County, State of Wisconsin, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alternation or repair of said building and appurtenances, to date.

Company Name: Renaissance Roofing, Inc.


Signature: (Officer of the Company)

President
Title

PARTIAL WAIVER OF LIEN

DATE: MARCH 25 2020

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for CITY OF LAKE KENOSHA owner,
by MSI General Corporation contractor,
for ALUMINUM STOREFRONT GLASS - GLAZING Type of work,
same being situated in WALWORTH County, State of Wisconsin, described as

THE PAVILIA

for all labor performed and for all material furnished for the erection, construction, alternation or repair of said building and appurtenances, to date.

Company Name: ACKMAN GLASS

Michael Steinhilber
Signature: (Officer of the Company)

CONTRACTOR
Title

LIEN WAIVER CERTIFICATION

STATE OF WISCONSIN)
)
Walworth COUNTY)

PROJECT: THE RIVIERA

The undersigned, being duly sworn on oath, states and deposes as follows:

1. That he is the owner or a principal officer of the company designated below, herein called Company.
2. That attached hereto is a billing or draw request regarding a project (named above) for MSI General Corporation, herein called MSI, which requests that MSI make a payment to the undersigned for labor or materials furnished on said project.
3. That with respect to the work, labor, services and materials covered by such billing or draw request, the following and no others, furnished or supplied labor, materials or services: (List Suppliers)

Taken from Stock

That all of the above suppliers have been paid to date and/or in full as to the matters described in the attached billing or draw request and that their lien waivers are attached hereto, together with the lien waiver of the Company.

4. That this affidavit is made for the purpose of inducing MSI to make payment to the Company, the undersigned acknowledging that any misstatement of fact herein constitutes a criminal offense.

Subscribed and sworn to before me this

25 day of July, 2020

[Signature]
Notary Public, State of Wisconsin

My Commission Expires: 10/9/22

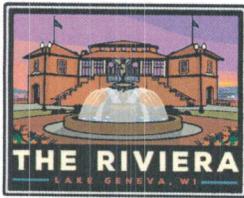
PLEASE HAVE NOTARIZED

Ackman Grant + Mercor
(Company Name)

BY: [Signature]
Signature (Officer of Company)

Title: Controller





NOTES RELATED TO THE 2020 RETAIL STORE LEASES:

There are a total of eleven (11) current leases for the retailers in the Riviera Concourse (1st floor).

- Nine are for store fronts (the tenth, SPACE G / H, is available, but currently has no signed lease)
- Two are for small storage closets used by a renter

These are year to year leases with the exact same wording. Rate amount is based on square footage.

Lease rates were increased 3% by council for the 2020 season

Renters were notified by City Administrator in late Fall of 2019 that exterior signs bolted to brick, tile or hanging from the ceiling in the common walk way area of Riviera 1st floor would NOT be permitted. Most signs have been removed, with remaining signs slated for removal in the next week or two.

Amended leases were sent out in January to change the renter's access date from April 1st to May 1, 2020, due to Phase I work at the Riviera.

City needs to decide what renovations / improvements will be undertaken on the 1st floor of the Riviera so current renters can be given formal notice for the 2021 season and possibly beyond.

COPY

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE *REVISED*

THIS AGREEMENT made this day of January 28, 2020 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lessor, hereinafter referred to as the CITY, and
whose address is _____ Lane, _____ IL _____ LESSEE.

WITNESSETH

1. The CITY does hereby lease and let to the LESSEE and the LESSEE hereby agrees to lease from the CITY, under all the terms and conditions hereinafter set forth, the following described area of the Riviera Concourse, to-wit:

That portion of the Riviera Concourse shown on the attached Exhibit "A" as Space "F", being an area of 140 square feet,

for the sole purpose of selling products to consumers. The City reserves the right to approve any and all items to be sold by LESSEE.

2. The term of this Lease shall be 1 year. The LESSEE'S occupancy period under the lease shall be from May 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2020 season \$5,219.63

The rent shall be payable in four (4) equal installments, the first installment to be paid on or before June 15th of each year and the remaining installments to be paid on or before the 15th day of July, August and September.

4. A security deposit in the amount of \$1,000.00 shall be filed with the City prior to occupancy. The security deposit may be used to pay any utility bills of LESSEE that are delinquent for a period of more than thirty (30) days, any damages to the leased premises, and past due rent. The security deposit shall be returned to LESSEE upon termination of this lease if the premises are vacated in the same condition as commencement of the lease and provided no other obligations are due to the City.

5. It is understood and agreed by the LESSEE that their interest in the leased premises shall not be assigned or transferred to any other party without the express written consent of the CITY.

6. The said LESSEE shall provide liability insurance in the aggregate amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) covering the event of death or injury to one (1) person, in the aggregate amount of Five Hundred Thousand and No Cents (\$500,000.00) Dollars covering the event of death or injury to more than one (1) person, and in the amount of one Hundred Thousand Dollars and No Cents (\$100,000.00) covering the event of property damage naming the CITY as an additional insured. LESSEE shall furnish a Certificate of Insurance to the City Clerk of the CITY OF LAKE GENEVA upon the execution of this Lease. Said Certificate of Insurance shall provide for minimum thirty (30) day notice in case of cancellation.

7. LESSEE fully understands and agrees that LESSEE is responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property that may occur from any source, including, but not limited to theft, vandalism and elements. Winter storage of fixtures and/or equipment is permissible, but the CITY will not be responsible for any damage, etc. that may occur from any source, including, but not limited to, theft, vandalism and elements. Winter storage of merchandise or goods is not permitted.

8. Signs. (a) It is fully understood by the LESSEE that no improvement of any kind shall be made to the lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written consent of the CITY.

(b) No signs shall be permitted on the exterior of the building. All permitted signs shall be approved by the CITY and conform to local ordinances.

(c) In the event LESSEE makes improvements without the consent of the CITY, the CITY may at its option consider this lease null and void and require LESSEE to pay for removal of all unauthorized improvements and restoration of the premises to the condition prior to the unauthorized improvements. The City reserves the right to review and approve any signs as well as all services or products offered by Lessee on or from the leased premises.

9. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the leased premises. The CITY agrees to provide normal janitorial services for the Riviera Concourse. Said services are included in the basic rent for the leased premises. The CITY shall have the sole discretion in the selection of janitorial personnel or service and the level of services provided.

10. The LESSEE shall operate their businesses in a clean, safe, sanitary and business-like manner at all times. Tenants shall not do any acts nor allow any of its' employees or agents to do any acts that would unduly interfere with or disrupt other businesses at the Riviera complex. Failure to comply with the terms of this provision as determined in the sole discretion of the CITY, shall be deemed a default under this lease and subject to the remedies set forth in paragraph 13.

11. The LESSEE shall pay all license fees and taxes that may be imposed by any City, State, or Federal authorities.

12. The Lessee shall be open for business from Memorial Day Weekend through Labor Day Weekend from 10:00 AM to 5:00 PM seven days per week. During these mandated hours of operation, the LESSEE's premises shall be open for business. LESSEE is permitted to be open for additional non-closed hours at LESSEE discretion. The CITY will secure the Riviera Concourse during the hours the Concourse is closed from 9:00 PM to 8:00 AM. LESSEE will not open his/her business to the public during these "closed" hours without written consent of the City. Failure to comply with these terms shall be deemed a default under this lease and subject to the remedies in paragraph 13.

13. It is expressly understood and agreed that if the LESSEE defaults in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or transfer of the LESSEE's rights under this Lease shall be made by LESSEE nor through voluntary assignment, bankruptcy, or under execution, and any such event shall immediately terminate this Lease.

14. LESSEE shall be issued a key or keys for leased premises which shall not be reproduced. LESSEE shall sign a separate "key agreement" and pay a separate key deposit as determined by the CITY. All keys shall be returned on or before November 15 of each season. LESSEE agrees to reimburse the CITY for any required locksmith services for LESSEE's loss of their key or failure to return the key at the end of the term.

15. LESSEE shall procure at their own expense all necessary and required licenses, permits, and inspections prior to opening business.

16. LESSEE shall, on the last day of the term, or on earlier termination of the Lease, return the premises to the CITY in clean and satisfactory condition including all permanent fixtures, all in good and satisfactory repair. Any trade fixtures or personal property not used in connection with the operation of the vacated premises and belonging to LESSEE, if not removed at the termination or default, shall be deemed abandoned and become the property of the CITY without any payment or offset therefore. The CITY may remove such fixtures or property from the vacated premises. In the event the LESSEE does not repair and restore the leased premises to the original condition, normal wear and tear expected, the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

17. If the premises are partially destroyed during the term of this Lease, the CITY shall determine whether repairs can be made within thirty (30) days. Written notice of the intention of the CITY to repair shall be given to LESSEE within thirty (30) days after any partial

destruction. Rent will be reduced proportionately in the extent to which the repair operations interfere with the business conducted on the premises by LESSEE. If the repairs cannot be made within the time specified above, the CITY shall have the option to make them within a reasonable time or terminate the lease. Rent shall be prorated and refunded based upon the remaining term of the lease. Partial destruction of the premises by natural causes, such as fire, acts of God and other natural calamities, will not give rise to any cause of action by LESSEE for loss of business or profits by Lessee.

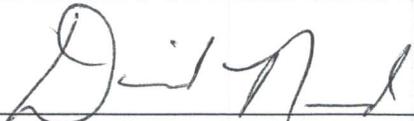
18. If the CITY files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, LESSEE shall pay the CITY reasonable attorney's fees and the costs of said action.

19. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be forfeited and applied against any damages sustained by the CITY as a result of breach by LESSEE. The City will not be precluded from bringing action against the Lessee for any and all damages above those sustained above the amount of the security deposit.

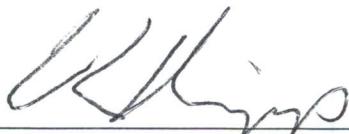
20. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages arising out of LESSEE's use of the premises. The LESSEE shall indemnify the CITY from all suits or actions brought against the CITY or sustained by any other parties, including LESSEE's service or agents.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and William Briggs have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

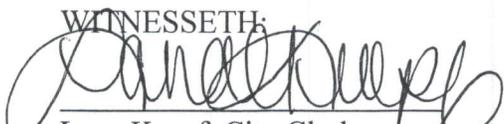
For the CITY OF LAKE GENEVA



David Nord, City Administrator



Lessee: William Briggs

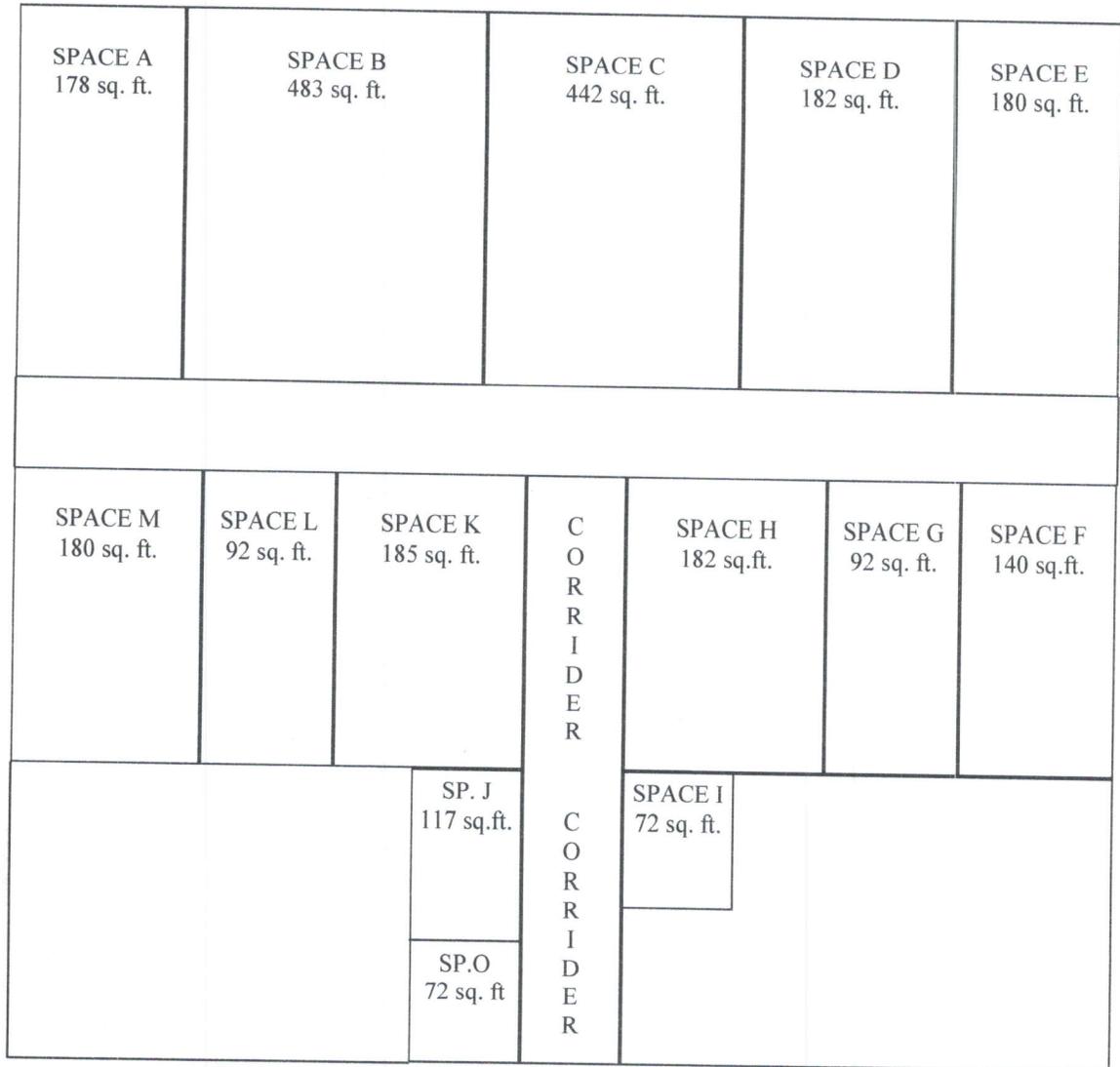
WITNESSETH:


Lana Kropf, City Clerk

2-4-20
Date

Appendix A

WEST SIDE



EAST SIDE

Note: not drawn to scale

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.

W I T N E S S E T H:

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:

Jeri Grabber
Barbara Pisk

CITY OF LAKE GENEVA

By: Spyro G. Condos

Spyro G. Condos
Mayor

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

SALES TAX AGREEMENT

This Agreement is made this 11th day of April, 2000 by and between the CITY OF LAKE GENEVA, a Municipal corporation ("City") and GAGE MARINE CORPORATION, a Wisconsin corporation ("Company").

WHEREAS, Gage had exclusive rights to operate certain power-driven boats from the City's piers and also to moor boats at the City's piers pursuant to a Lease dated April 11, 1988 (the "1988 Lease"); and,

WHEREAS, in 1993, the Wisconsin Department of Revenue (the "WDOR") asserted that Gage's use of the City's piers for boat mooring was a taxable activity subject to sales tax; and,

WHEREAS, in 1993 and 1994, Gage asserted to the City and the WDOR that not all of its activities under the 1988 Lease were subject to sales tax and the WDOR should not receive any sales tax payment with respect to those payments under the 1988 Lease relating to rights and activities beyond the mooring of boats; and,

WHEREAS, despite Gage's assertions, the City reports that in 1993 or 1994, the City paid to the WDOR sales tax regarding the 1988 Lease (the "Prior Sales Tax Payment"); and,

WHEREAS, the WDOR advised the City that a majority of Gage's activities under the 1988 Lease were not taxable and subject to refund; and,

WHEREAS, despite Gage's attempts to assist the City in seeking a refund for a majority of the tax paid, the City did not take action to secure a refund before the statute of limitations expired; and,

WHEREAS, the City has requested that Gage reimburse the City, \$20,000 (all collectively the "Prior Sales Tax Payment Reimbursement"); and,

WHEREAS, on or about even date herewith, City and Gage are entering into a Pier Lease (the "Pier Lease"); and,

WHEREAS, City is requesting that Gage hold the City harmless for future sales tax liability that might arise under the Pier Lease (the "Future Sales Tax Claim").

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Gage will pay to the City \$20,000 in four equal installments of \$5,000 each starting September 15, 2000 and payable each September 15 thereafter until paid. City will provide Gage with documented verification by June 1, 2000 evidencing the amount of the Prior Sales Tax Payment.
2. Gage will pay to the City sales tax on the rental payment for Piers No. 1 and No. 2 as set forth in paragraph nine of the Pier Lease and the City will forward on the same to the State of Wisconsin.

3. Gage will hold the City harmless for any Future Sales Tax Claim. If and when the City would have Gage hold the City harmless for such a claim, the City shall deliver to Gage written notice of the same within 30 days of the City's receipt of a claim or awareness of a potential claim. Gage shall have the right to control the defense of any such claim and the City shall cooperate with Gage 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:

Jeri Grabbert
Barbara Fish

CITY OF LAKE GENEVA

By: Spyro G. Condos
Spyro G. Condos
Mayor

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

Countersigned:

Mary B. Gage, Sec.
Mary B. Gage, Secretary

CORPORATE SEAL

LICENSE AGREEMENT

This License Agreement is made this 11th day of April, 2000, by and between the CITY OF LAKE GENEVA, a Municipal corporation ("City") and GAGE MARINE CORPORATION, a Wisconsin corporation ("Company").

WHEREAS, the Company desires that the City grant to the Company an exclusive right to carry passengers for hire in motorized vessels, 30' and longer (excluding sailing craft, with or without an auxiliary motor) (the "Licensed Rights"), from any docks owned by or leased by the City on Geneva Lake, Walworth County, Wisconsin (the "Licensed Territory").

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. The City hereby grants to the Company, exclusively, the Licensed Rights within and at the Licensed Territory.

2. Term. The term of this License Agreement shall be from April 1, 2000 through November 15, 2010 and the term of this License Agreement shall be automatically renewed and extended consistent with any renewal or extension of the Company's Pier Lease with the City dated on or about even date herewith (the "Pier Lease"). The Company shall have the option to renew this License Agreement for the years 2011 through 2016. The Company shall notify the City of its intention to exercise their option no later than 90 days prior to the termination of the original term of this license or upon the expiration of the term of any renewed License. Any renewal or extension of the Pier Lease shall also be a like renewal and extension of this License Agreement. Similarly, any termination of the Pier Lease shall also be a termination of this License Agreement.

3. License Fee. The yearly license fee payable by the Company to the City for the calendar years 2000 through 2005 shall be \$80,000 per year, which shall be payable in two (2) installments of one-half (1/2) each with the first due on July 15 of each calendar year and the second installment due on August 15 of each calendar year. The yearly license fee payable by the Company to the City for the calendar years 2006 through 2010 shall be \$85,000 per year, payable in the same two installments. If the Company exercises its option to renew this License Agreement, then the yearly license fee payable by the Company to the City for the calendar years 2011 through November 15, 2016 shall be \$90,000, payable in the same two installments.

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wp
4. Binding. ~~This License Agreement shall be binding upon the parties hereto, their respective successors and assigns. This License Agreement is assignable and/or transferable only consistent with and pursuant to the terms of the Pier Lease and any assignment or transfer of the same shall be deemed an assignment or transfer of this License Agreement.~~

5. Default. The failure of the Company to make any license fee payment as and when due where such failure shall continue for a period of 14 days after written notice thereof from the City to the Company shall constitute a default and breach of this License Agreement. Any default under the Pier Lease shall also be a default under this License Agreement.

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:

Jeri Grabbert
Barbara Fisk

CITY OF LAKE GENEVA

By: Spyro G. Condos

Spyro G. Condos
Mayor

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

Countersigned:

Mary B. Gage, Sec.

Mary B. Gage, Secretary

CORPORATE SEAL

Amendment
To
Pier Lease / License Agreement/Addendum A to Lease/License
Agreements
(Gage Marine, Inc., / City of Lake Geneva, Wisc.)

This Amendment is made on this 10th day of April, 2012, by and between Gage Marine, Inc. (herein, the "Company") and the City of Lake Geneva Wisconsin, Inc. (herein, the "City") to the Pier Lease dated April 11th, 2000, the License Agreement dated April 11th, 2000, and Addendum A to Lease/License Agreements (Gage Marine, Inc./City of Lake Geneva, Wisc.) dated March 25th, 2002.

WHEREAS, Company and City entered into a Pier Lease dated April 11th, 2000 and a License Agreement also dated April 11th, 2000, and

WHEREAS, the above referenced Pier Lease and License Agreement were modified by Addendum A to Lease / License Agreements (Gage Marine, Inc., / City of Lake Geneva, Wisc.) dated March 25th, 2002, and

WHEREAS, Company and City desire to further modify the Pier Lease, License Agreement, and Addendum A to Lease / License Agreements (Gage Marine, Inc., / City of Lake Geneva, Wisc.)

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Section 1 of Addendum A to Lease/License Agreements and Section 9 of the Lease Agreement described above shall be modified to state: 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 thru 2016, the years 2017 thru 2022, the years 2023 thru November 15, 2028, the years 2029 thru November 15, 2034, and the years 2035 thru November 15, 2040. 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.

2. Section 2 of Addendum A To Lease/License Agreements and Section 2 of the *License Agreement* described above shall be modified to state: Term. The term of this License Agreement shall be from April 1, 2000 through November 15, 2010 and the term of this License Agreement shall be automatically renewed and extended consistent with any renewal or extension of the Company's Pier Lease with the City dated on or about even date herewith (the "Pier Lease"). The Company shall have the option to renew this License

Agreement for the years 2011 through 2016, the years 2017 thru 2022, for the years 2023 through 2028, for the years 2029 through 2034, and for the years 2035 through 2040. The Company shall notify the City of its intention to exercise their option no later than 90 days prior to the termination of the original term of this license or upon the expiration of the term of any renewed License. Any renewal or extension of the Pier Lease shall also be a like renewal and extension of this License Agreement. Similarly, any termination of the Pier Lease shall also be a termination of this License Agreement and vice versa.

3. Section 3 of Addendum A to Lease/License Agreements and Section 3 of the *License Agreement* shall be modified to state: License Fee. The yearly license fee payable by the Company to the City for the calendar years 2000 through 2005 shall be \$80,000 per year, which shall be payable in two (2) installments of one-half ($\frac{1}{2}$) each with the first due on July 15 of each calendar year and the second installment due on August 15 of each calendar year. The yearly license fee payable by the Company to the City for the calendar years 2006 through 2010 shall be \$85,000 per year, payable in the same two installments. If the Company exercises its option to renew this License Agreement, then the yearly license fee payable by the Company to the City for the calendar years 2011 through 2016 shall be \$90,000, for the calendar years 2017 through 2022 shall be \$95,000, for the years 2023 through November 15, 2028 shall be \$100,000, for the years 2029 through November 15, 2034 shall be \$110,000, and for the years 2035 through November 15, 2040 shall be \$120,000, all payable in the same two installments as set forth above

4. Section 1 f. of the Pier Lease dated the 11th day of April, 2000 is hereby deleted in its entirety.

5. Paragraph 5 of the Pier Lease dated the 11th day of April, 2000 is hereby amended to read as follow: "The said Company shall pay for its own water and sewage disposal. The Company will pay the Lessor as additional rent, 27% of the total electrical usage of the Riviera for electric lights and all power used on the facilities. The City will calculate the foregoing additional rent based upon a 5 year average of the proportional use of electric by Gage as compared to all other users in the Riviera."

6. Paragraph 6 of the Pier Lease dated the 11th day of April 2000 is hereby amended to read as follows: "The City shall provide Company with the exclusive use of the two (2) parking stalls 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"). These stalls are also described as the parking stalls located in the southwest corner of the Riviera Lot. There shall be no charge for the use of said parking spaces to the Company or its employees or agents. Said spaces 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. Gage Marine Corporation shall be responsible for all striping of the parking stalls in the parking lot and signage for those two parking stalls referenced above."

7. Paragraph 8 of the Pier Lease is amended to read as follows: "The term of this lease shall commence April 1, 2000 and continue through November 15, 2010. The Company shall have the option to renew this Lease for the years 2011 through November 15, 2016, the years 2017 through November 15, 2022, the years 2023 through November 15, 2028, the years 2029 through November 15, 2034, and the years 2035 through November 15, 2040.

8. Section 11 c. of the Pier Lease described above is deleted in its entirety.

9. Section 18 of the Pier Lease is amended to read as follows: "It is further provided that no assignment or transfer of the Company's rights under the Pier Lease, License Agreement or Addendum A to Lease/License Agreements shall be made either by the Company or through Voluntary Assignment or Bankruptcy or under execution without the written consent of the CITY OF LAKE GENEVA which consent shall not be unreasonably withheld.

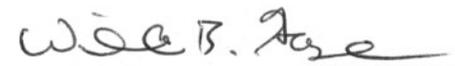
10. All other terms of the Pier Lease, License Agreement, Addendum A to Lease/License Agreements (all previously described above) not inconsistent with provisions of this amendment shall remain in full force and effect.

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 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.

CITY OF LAKE GENEVA

GAGE MARINE CORP.

By: 
Jim Connors, Mayor

By: 
WILLIAM GAGE, PRESIDENT

Attest: 
Michael Hawes, City Clerk

By: 
MARY B. GAGE, SECRETARY

Date: 5-2-12

Date: 5-17-2012



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: 1500. \$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 ($\frac{1}{2}$) 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 ^{gout}_x 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:

Jeri Hubbard
Barbara Nisk

CITY OF LAKE GENEVA

By: Spyro G. Condos

Spyro G. Condos
Mayor

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

Countersigned:

Mary B. Gage, Sec.

Mary B. Gage,
Secretary

CORPORATE SEAL

Addendum A
To
Lease / License Agreements
(Gage Marine, Inc., / City of Lake Geneva, Wisc.)

This Addendum is made on this 25th day of March, 2002, by and between Gage Marine, Inc. (herein, the "Company") and the City of Lake Geneva Wisconsin, Inc. (herein, the "City") as an addendum to, and incorporated in, the lease and license agreements of April 11, 2000 between the Company and the City (herein, the "Agreements").

NOW THEREFORE, it is hereby agreed as follows:

1. Section 9 of the *Lease Agreement* shall be modified to state: 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 thru 2016, the years 2017 thru 2022 and the years 2023 thru November 15, 2028. 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.

2. Section 2 of the *License Agreement* shall be modified to state: Term. The term of this License Agreement shall be from April 1, 2000 through November 15, 2010 and the term of this License Agreement shall be automatically renewed and extended consistent with any renewal or extension of the Company's Pier Lease with the City dated on or about even date herewith (the "Pier Lease"). The Company shall have the option to renew this License Agreement for the years 2011 through 2016, the years 2017 thru 2022 and for the years 2023 through 2028. The Company shall notify the City of its intention to exercise their option no later than 90 days prior to the termination of the original term of this license or upon the expiration of the term of any renewed License. Any renewal or extension of the Pier Lease shall also be a like renewal and extension of this License Agreement. Similarly, any termination of the Pier Lease shall also be a termination of this License Agreement.

3. Section 3 of the *License Agreement* shall be modified to state: License Fee. The yearly license fee payable by the Company to the City for the calendar years 2000 through 2005 shall be \$80,000 per year, which shall be payable in two (2) installments of one-half (½) each with the first due on July 15 of each calendar year and the second installment due on August 15 of each calendar year. The yearly license fee payable by the Company to the City for the calendar years 2006 through 2010 shall be \$85,000 per year, payable in the same two installments. If the Company exercises its option to renew this License Agreement, then the yearly license fee payable by the Company to the City for the calendar years 2011 through 2016 shall be \$90,000, for the calendar years 2017 through 2022 shall be \$95,000 and for the years 2023 through November 15, 2028 shall be \$100,000, payable in the same two installments.

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 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:

Genevieve L Clifford

Claire K. Schuttz

Approved as to Form:
Michael J. Rielly

Michael J. Rielly, City Attorney

CITY OF LAKE GENEVA

By: Charles A. Rude
Charles Rude, Mayor

Countersigned:

Colleen Alexander
Colleen Alexander, City Clerk

CORPORATE SEAL

GAGE MARINE CORPORATION

By: William B. Gage, Presr
William B. Gage, President

Countersigned:

Mary B. Gage, Secretary
Mary B. Gage, Secretary