



*Signed originals  
transmitted to Rotary  
on 10/26/10. Copies retained  
by GTBA.*

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Maritime Heritage Alliance | The Watershed Center Grand Traverse Bay | Great Lakes Children's Museum | Traverse Area Community Sailing

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October 25, 2010

Becky Ewing, Program Officer  
Rotary Camps & Services  
200 Grandview Parkway, Suite 200  
Traverse City, MI 49684

**Hand Delivered**

RE: Amendments to the Master Lease

Dear Becky:

There are two amendments to the RC&S and GTBA Master Lease. The first modified the insurance requirements and the second shortened the lease period from 99 years to a series of five-year periods with review provisions.

When asked to sign the amendments, we did so and sent them back to Rotary. They were only signed by Rob, however, and we never received fully signed copies back. We need fully signed copies for our records and to enter into a new sublease with Traverse Area Community Sailing.

After some period of searching on your part, it appears the Rotary might not have fully executed copies of the amendments to the Master Lease in your records. In order to clean up both of our records, I have redrafted the amendments for new signatures. The following nonsubstantive changes have been made:

1. Revised the GTBA signature lines to reflect Mike Wills instead of Rob Lovell as chair.
2. Revised the RC&S signature lines to reflect John Hall as your new president, and
3. Added a note in the footer to memorialize that these are copies that were re-executed in October 2010.

Enclosed are copies signed by Mike for GTBA. Please have John sign them a get fully executed copies beach to us as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Noonan", is written over a printed name and title.

John Noonan  
Manager

## FIRST AMENDMENT TO MASTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO MASTER LEASE AGREEMENT (*the Amendment*) is entered into by and between **Rotary Camps and Services Maritime Education Center, LLC**, a Michigan limited liability company, whose address is 202 E. Grandview Parkway, Suite 200, Traverse City, Michigan 49684 (*Lessor*), and **Grand Traverse Bay Alliance**, a Michigan nonprofit corporation, whose address is 13240 S. West Bay Shore Drive, Traverse City, Michigan 49684 (*Lessee*).

### RECITALS

A. Lessor and Lessee entered into a Master Lease Agreement on March 7, 2007 (the *Lease*), for Lessee's lease of approximately 9.27 acres of real property owned by the Lessor, located in the Township of Elmwood, County of Leelanau and State of Michigan (the *Property*).

B. Lessor and Lessee now desire to amend the Lease for the *first* time as set forth in this Amendment, in accordance with the requirements set forth in Section 15 of the Lease.

### AMENDMENT

NOW, THEREFORE, in consideration of the Recitals, the parties agree as follows:

1. Section 8 of the Lease, entitled "Insurance and Indemnification", is hereby deleted in its entirety and replaced by a new Section 8, which new Section 8 shall read, in its entirety, as follows:

8. Insurance and Indemnification. *From and after the date hereof, to the extent Lessee is covered by the proceeds of the insurance contemplated by this paragraph, and not beyond, Lessee covenants and agrees to save Lessor harmless from any liability for injuries or damages to any person or property upon or about the Property from any cause whatsoever and agree to procure, at each party's expense, public liability insurance liability naming the other party as an additional named insured, in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. These amounts of public liability insurance may be increased by the Lessor periodically during the term of this Lease, at Lessor's sole discretion, to reflect any increases in the cost of living and/or change in customary insurance industry practices; provided, however, that Lessor shall provide Lessee with not less than ninety (90) days written notice of any such increase. The Lessee shall keep said insurance in force during the term of the Lease Agreement, and shall deliver the policy or coverage certificate, or a copy thereof, to Lessor. The parties hereby mutually waive all claims not covered by insurance unless the claim arises from bad faith or willful misconduct. The parties further agree to use good faith efforts to have at no additional cost any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein." Said policy shall contain a provision requiring insurer to notify*

*Lessor at least thirty (30) days in advance of intent to cancel the policy. Lessee shall deliver to Lessor customary insurance certificates evidencing that such insurance is in effect at all times during the term of this Lease. In the event Lessee fails to furnish such policies, Lessor may obtain such insurance, and the premiums upon such insurance shall be paid by Lessee to Lessor upon demand.*

2. All capitalized words and phrases not otherwise defined in this Amendment shall be given the meanings ascribed to them in the Lease.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

4. Except to the extent modified by this Amendment, the Lease is hereby ratified and confirmed.


IN WITNESS WHEREOF, the parties hereby execute this Amendment on the date indicated below.


LESSOR:

LESSEE:

**Rotary Camps and Services Maritime  
Education Center, LLC**

**Grand Traverse Bay Alliance**

  
By: John C. Hall, President  
of Rotary Camps and Services  
of Traverse City

  
By: Mike Wills  
Its: Chair

Its: Member

Dated: 10.26, 2010

Dated: 10/25/10, 2010

## SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT (*the Amendment*) is made effective this 1<sup>st</sup> day of May, 2009 (*the Effective Date*) by and between **Rotary Camps and Services Maritime Education Center, LLC**, a Michigan limited liability company, whose address is 202 E. Grandview Parkway, Suite 200, Traverse City, Michigan 49684 (*Lessor*), and **Grand Traverse Bay Alliance**, a Michigan nonprofit corporation, whose address is 13240 S. West Bay Shore Drive, Traverse City, Michigan 49684 (*Lessee*).

### RECITALS

A. Lessor and Lessee entered into a Master Lease Agreement on March 7, 2007 (*the Lease*), for Lessee's lease of approximately 9.27 acres of real property owned by the Lessor, located in the Township of Elmwood, County of Leelanau and State of Michigan (*the Property*).

B. Lessor and Lessee now desire to amend the Lease for the *second* time as set forth in this Amendment, in accordance with the requirements set forth in Section 15 of the Lease.

### AMENDMENT

NOW, THEREFORE, in consideration of the Recitals, the parties agree as follows:

1. Section 2 of the Lease, entitled "Term of Lease Agreement", is hereby deleted in its entirety and replaced by a new Section 2, which new Section 2 shall read, in its entirety, as follows:

*2. Term of Lease Agreement and Review Dates. The initial term of this Lease shall be for a period of five (5) years, commencing on the Effective Date and continuing until a review date of May 1, 2014, regardless of actual entry date, subject to the provisions of this Lease. Thereafter, this Lease shall be automatically extended for one (1) additional five (5) year term, so long as the Lessee is in full compliance with all of the covenants and conditions contained in this Lease until a review date of May 1, 2019. Thereafter, this Lease shall be automatically extended for up to four (4) periods of twenty (20) years each, with a review date at the conclusion of each subsequent period, so long as the Lessee is in full compliance with all of the covenants and conditions contained in this Lease.*

*#. **Review and Report.** Nine (9) months before the end of a lease period, Lessee shall prepare and submit to Lessor a written report of activities in the prior lease period and a description of plans for the next lease period. Within thirty (30) days of the submission of the report, Lessor shall:*

- #. Notify Lessee of its sufficiency, or*
- #. Request additional information or clarification*

*If Lessor requests additional information or clarification, Lessee shall have thirty (30) additional days to fulfill such request. If the report indicates that Lessee is not in full compliance with all of the covenants and conditions contained in this Lease, Lessor shall notify Lessee in writing of the specific items of non-compliance and Lessor shall have thirty (30) days in which to correct the matter. If items of noncompliance are not corrected within the thirty (30) day period, Lessor shall present notice to the Lessee of an intent to terminate the Lease, which notice must be given in writing not less than one hundred eighty (180) days prior to date of termination of the existing term.*

2. Section 3 of the Lease, entitled "Lease Payments", is hereby deleted in its entirety and replaced by a new Section 3, which new Section 3 shall read, in its entirety, as follows:

3. Lease Payments. *In consideration for the use and possession of the Property for the term of this Lease, the Lessee shall pay the Lessor the amount of One Dollar (\$1.00) for each year of the Lease term, the receipt and adequacy of which is hereby acknowledged by the Lessor.*

3. All capitalized words and phrases not otherwise defined in this Amendment shall be given the meanings ascribed to them in the Lease.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5. Except to the extent modified by this Amendment, the Lease is hereby ratified and confirmed.

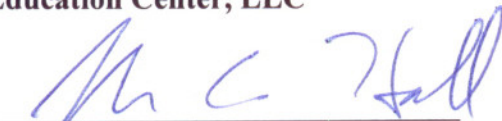
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