

Maritime Heritage Alliance Document Package

Included in this package are the following documents that define the legal relationships in terms of the real property (land, buildings and waterfront). The By-laws or additional policies of the Grand Traverse Bay Alliance, which are not provided here, may clarify the legal organizational relationships.

1. 20-year Sublease with Grand Traverse Bay Alliance, effective December 1, 2006
2. **Exhibit A:** 99-year Master Lease (with legal descriptions included) between Rotary Camps & Services Maritime Education Center, LLC and Grand Traverse Bay Alliance, effective December 1, 2006
3. Two Deeds of Gift dated December 7, 2006 with Restrictions—attachments to Master Lease (without legal descriptions, which are provided above)
4. **Exhibit B:** Site Map describing MHA's units
5. Site Use Policies & Restrictions, adopted August 27, 2007 and subject to revision by the Board of Directors of the Grand Traverse Bay Alliance
6. Department of Environmental Quality describing Due Care Responsibilities (full Baseline Environmental Assessment and Due Care Plan are available for review, by request)

SUBLEASE

THIS SUBLEASE, entered into this 23 day of July, 2007, between the Grand Traverse Bay Alliance, a Michigan nonprofit corporation of 13240 S West Bay Shore Drive, Traverse City, MI 49684 ("Landlord") and Maritime Heritage Alliance, a Michigan non-profit corporation, of 322 Sixth Street, Traverse City, MI 49684 ("Tenant");

This Sublease is subordinate to the Master Lease Agreement between Rotary Camps & Services Maritime Education Center, LLC, a Michigan limited liability company ("Owner"), whose address is ~~250 E. Front Street, Suite 320~~, Traverse City, MI 49684, and Landlord, executed on the seventh day of March 2007. Tenant shall perform and observe the terms and conditions to be performed by the Landlord under the provisions of the Master Lease Agreement between Owner and Landlord, excepting the payment of total rent. (A copy of the Master Lease Agreement is attached as **Exhibit "A"**.) If the terms of this Sublease and the Master Lease Agreement are in conflict, the terms of the Master Lease Agreement shall control.

Leased Premises. Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and demise unto the Tenant, certain space (the "Premises") delineated in **Exhibit "B"** attached hereto, upon a parcel of ground located at 13240 South West Bay Shore Drive, Traverse City, Michigan and legally described in Exhibit A.

1. Landlord also grants Tenant the right under this lease to use the driveways and parking as identified on Exhibit "B" in common with Landlord and other Tenants (members of the Grand Traverse Bay Alliance, "Alliance").

Landlord reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and other appurtenant fixtures serving other portions of the building through the Premises in locations which will not materially interfere with Tenant's use thereof. Landlord further reserves the right at any time and from time to time to make changes or revisions in the plan of the exterior Common Areas of the building and grounds.

2. Term. The term of this lease shall be for a period of twenty years commencing on the 1st day of December 2006.

3. Termination. Provided Tenant is not in default under this Lease, Tenant shall have the right to continue under this lease for the full term under the same obligations and conditions with the exception of rents, and Site Governance Terms, which may be modified from time-to-time. Tenant may terminate this lease giving written notice of the intention to terminate. The Tenant is encouraged to give as much notice as possible prior to the termination, however a minimum of ninety (90) days is required.

4. Base Rent.

(a) Tenant shall pay Landlord as rent for the leased Premises during the term of this Lease the sum of one dollar (\$1) per year throughout the term of this Lease ("Base Rent").

(b) All payments of Base Rent (and Additional Rent as set forth in Section 5) shall be made by Tenant to Landlord at 524 6th St, Traverse City, MI 49684 or at such other place as Landlord shall designate from time to time in writing. Any installment of Base Rent or Additional Rent due or accruing hereunder in any other sum, whether termed rent or otherwise, and payable hereunder by Tenant to Landlord, not paid when due, shall bear interest at ten percent (10%) per annum, from the date when the same is due.

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Grandview
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5. Additional Rent.

(a) In addition to the Base Rent specified in this Lease, Tenant shall pay its pro rata share of all "Operating Costs" for the Premises and remaining land owned by Landlord adjacent thereto as "Additional Rent". "Operating Costs" shall be all expenses paid or incurred by Landlord or on Landlord's behalf as reasonably determined by Landlord to be necessary or appropriate for the efficient leasing, ownership, operation, maintenance and repair of the Premises and remaining land owned by Landlord adjacent thereto, provided by Landlord for Tenants including, but not limited to, all expenses paid or incurred by Landlord for heating, cooling, electricity water, gas, sewers, refuse collection, telephone service not chargeable to Tenants, and similar utilities services; the cost of supplies; janitorial services; snowplowing; landscaping, maintenance and replacements; window washing; insurance; management company fees; services of independent contractors; cost of all maintenance and service contracts; personal property taxes, real property taxes, if any; non-capitalized alterations or improvements made to the Premises by reason of the laws and/or requirements of any insurer, mortgagee or governmental agency; the cost of compensation (including employment taxes and fringe benefits) of all persons who perform duties in connection with such Operating Costs and any other expense or charge which, in accordance with generally accepted accounting and management principles, would be considered an expense of leasing, owning, maintaining, operating or repairing the Premises and remaining land owned by Landlord adjacent thereto. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies, which insure other properties as well as the Premises and said allocated amounts shall be deemed to be Operating Costs. In the event that during all or any portion of any calendar year the Premises is not fully rented and occupied, Landlord may elect to make an appropriate adjustment in Operating Costs for such year, using sound accounting and management principles, to determine the total Operating Costs that would have been paid or incurred by Landlord had the Premises been fully rented and occupied. The amount so determined shall be deemed to have been Operating Costs for such year. All of the foregoing Operating Costs shall be allocated according to a formula that has been adopted by the Grand Traverse Bay Alliance. A copy of the initial formula for Additional Rent is attached hereto as **Exhibit "C"**.

(b) Operating Costs shall not include expenses incurred in connection with renovating or improving space for Tenants or other occupants or prospective Tenants or occupants, expenses incurred for repairs resulting from damage by fire, windstorm or other casualty to the extent such repairs are paid for by insurance proceeds; expenses paid by any Tenant directly to third parties or as to which Landlord is otherwise reimbursed by any third party or Tenant; and expenses which by generally accepted accounting practice are treated as capital items. If governmental requirements, laws or regulations demand that Landlord shall expend monies directly or indirectly for improvements, additions or alterations to the Premises which by generally accepted accounting practices are treated as capital expenditures, the amortization of such capital expenditures based on a life acceptable to the appropriate taxing authority together with interest at the rate of five percent (5.0%) per annum shall be considered Operating Costs.

(c) Adjustment for Estimated Costs. At least sixty (60) days following commencement of this Lease and at least sixty (60) days prior to each annual anniversary of the Commencement Date of this Lease, Landlord shall furnish Tenant a written statement setting forth the Estimated Operating Costs for the succeeding twelve month period together with a statement showing 1/12 of the Estimated Operating Costs. Tenant shall pay its pro rata share of the Estimated Operating Costs to Landlord monthly.

(d) Actual Costs. Within sixty (60) days following the annual anniversary of this Lease, Landlord shall deliver to Tenant a written statement setting forth the Actual Operating Costs incurred during the 12-month period preceding the anniversary date. If the Actual Operating Costs exceed the previously Estimated Operating Costs, Tenant shall pay its pro rata share of such excess within thirty (30) days following receipt of such statement. If such statement shows Actual Operating Costs to be less than previously Estimated Operating Costs, Landlord shall apply any surplus to the succeeding year's budget.

(e) **Disputes - Corrected Statement.** Tenant may dispute in writing any specific item or items included by Landlord in determining Estimated or Actual Operating Costs or real property taxes within sixty (60) days after being furnished Landlord's statement. Notwithstanding any dispute, Tenant shall pay Landlord the sum required by the statement upon receipt of the statement. If such dispute is not amicably settled within ninety (90) days after Tenant's written notice, either party may, within one hundred and fifty (150) days after Tenant's written notice, refer such disputed item or items to arbitration as provided hereafter in this Lease. Any adjustment required by such arbitration shall be made within thirty (30) days after such decision has been rendered. If Tenant shall not dispute any item or items of any such statement within five days after such statement has been rendered, or if Tenant shall not refer the disputed item or items to arbitration within thirty (30) days after the Tenant's written notice, Tenant shall be deemed to have approved such statement. Landlord shall have the right for a period of twelve months after providing any statement (or for a longer period, if reasonably required in order to ascertain the facts concerning any Operating Costs), to send corrected statements to Tenant. Tenant shall pay the amount required by the corrected statement within thirty (30) days following delivery of the statement. Tenant may dispute any corrected statements in the manner set forth herein. The rights and obligations under this paragraph shall survive termination of this Lease.

(f) **Records - Inspections.** Landlord shall maintain records concerning Estimated and Actual Operating Costs for sixty (60) months following the period covered by the statement or statements furnished Tenant, after which Landlord may dispose of such records. Tenant and Tenant's auditors may at Tenant's sole cost and expense inspect Landlord's records during Landlord's normal business hours upon first furnishing Landlord fourteen (14) days' advance written notice. Tenant shall, however, be entitled to only one such inspection each calendar year.

6. Use of Premises. During the continuation of this lease, the leased Premises shall be occupied for use as workshops, boat storage, and boat display, and incidental purposes and for no other purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld.

7. Site Governance Terms. Tenant shall conform to the following, which are collectively referred to as "Site Governance Terms" :

- a. By-Laws of the Grand Traverse Bay Alliance,
- b. Site Use Policies & Restrictions,
- c. Environmental Due Care Plan, and
- d. Other reasonable restrictions that may be adopted by Landlord.

If any conflicts exist between the Site Governance Terms and this Lease, the Lease controls. The Site Governance Terms may be amended, consistent with these contractual terms, at the sole discretion of the Board of Directors of the Landlord. Failure to conform to the Site Governance terms shall constitute a breach of this Lease.

8. Acceptance of Premises. Except as Landlord and Tenant may otherwise agree in writing at such time, the taking of possession by Tenant shall be conclusive evidence that, at such time, the Premises were in satisfactory or acceptable condition, and that Landlord up to such time had performed all of its obligations hereunder except those placed in writing and signed by the parties at the time. Landlord has made no representations as to the condition of the Premises except as herein provided, and Landlord shall not be liable for any latent or patent defects therein.

9. Hazardous Materials. Upon termination of this Lease, Tenant shall deliver the Premises to Landlord in a condition that conforms with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Tenant(s) use, storage, treatment, transportation, manufacture, refinement,

handling, production or disposal of hazardous materials on or about the Premises. Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorney(s) fees, directly related to Tenant(s) occupancy of the Premises resulting in the release, threatened release, storage, generation, transportation, reclamation, recycling or disposal of any hazardous waste, toxic substance or any regulated substance. The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 USC 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law, and shall survive (i) the repayment of all sums due to Landlord under this Lease, (ii) the satisfaction of all of the other obligations of Tenant hereunder, (iii) the termination of this Lease, and (iv) the surrender of possession of the Premises by Tenant to Landlord.

10. Improvements and Alterations. Tenant may make alterations to the interior and exterior of the Premises at its own expense, provided that no structural damage results; and further providing that any such alterations or improvements shall first be approved by Landlord in writing, which approval, however, shall not be unreasonably withheld. All such alterations, additions and improvements shall become the property of the Landlord and remain upon and be surrendered with the leased Premises, with the exception of trade fixtures and exhibits as set forth in Section 19.

11. Maintenance and Repair. Landlord agrees to maintain the structural soundness of the building. Except for defects arising from the original construction of the building, Tenant agrees to keep both the interior and the exterior of the building in good repair, including the roof, plumbing, electrical wiring, air conditioning and heating equipment and to paint the exterior walls of the building and be responsible for all glass, casualty damage, reasonable wear and tear excepted.

12. Utilities. Tenant shall pay all charges for heat, gas, electricity, telephone, cable TV, refuse disposal, internet and all other utilities used on the Premises during the term of this lease. Landlord shall pay when due and be responsible for all water, sewer, snow removal and outside maintenance including care of the grounds and Tenant shall pay its share to Landlord as Additional Rent as set forth in Section 5.

13. Ways. Landlord covenants that all entrances, exits, approaches and means of entrance and approach, ingress and egress between each of the entrances to the Premises and a public street, highway or alley, and all light and air now or hereafter enjoyed by the demised Premises shall not be interrupted or disturbed by any act of Landlord during the term of this lease or any extension thereof.

14. Taxes and Assessments. Landlord agrees to pay any and all real estate taxes and assessments during the term of this lease, and such taxes shall be reimbursed to Landlord as additional rent as described in paragraph 5 above.

15. General Liability Insurance. (a) At all times from and after the commencement of the term of this Lease, Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance including coverage for contractual liability, personal injury and bodily injury in which Landlord shall be named as an additional insured covering any and all claims for injuries to persons occurring in, upon or about the leased Premises, such insurance at all times to be in an amount of not less than \$1,000,000.00 for injury or death to one person or more than one person, and \$1,000,000.00 for "broad-form" property damage. Such insurance shall be written with a company or

companies acceptable to Landlord and which are authorized to engage in the business of general liability insurance in the State of Michigan. Said policy shall contain a provision requiring insurer to notify Landlord at least 30 days in advance of intent to cancel the policy. Tenant shall deliver to Landlord customary insurance certificates evidencing that such insurance is in effect at all times during the term of this Lease. In the event Tenant fails to furnish such policies, Landlord may obtain such insurance, and the premiums upon such insurance shall be paid by Tenant to Landlord upon demand.

(b) **Casualty Insurance.** Tenant agrees that, at all times from and after the commencement of the term of this Lease, it will keep all of the improvements in or about the leased Premises insured, at its own expense, against loss, damage or destruction by fire and all other casualties covered by Extended Coverage Insurance with all risk endorsements in an amount not less than the actual replacement cost of said improvements, with the financially responsible insurance company or companies approved by Landlord and which are authorized to insure in the State of Michigan, and shall furnish to Landlord customary insurance certifications evidencing said insurance is in effect at all times during the term of this Lease. Both Landlord and Tenant shall be named as insured parties under said policies in accordance with their interests as they may appear. Said policy shall contain a provision requiring insurer to notify Landlord at least 30 days in advance of intent to cancel the policy. Landlord may obtain, but not be obliged to obtain, such insurance and the premiums thereon shall be paid by Tenant to Landlord upon demand. From time to time during the term of this Lease, if the limits of such insurance become inadequate due to changes in the cost of living or size or number of claims being experienced, Landlord and Tenant shall negotiate in good faith for new limits based on industry practice for comparable properties.

16. Mutual Release. Landlord hereby releases and discharges Tenant and its contractors, invitees, agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insured casualty, however caused. Tenant hereby releases and discharges Landlord, and any other persons firms and corporations, having any interest in the leased Premises, their contractors, invitees, agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damages to the fixtures, equipment, machinery, furnishings and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

17. Waiver of Subrogation. The parties hereto agree to use good faith efforts to have 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"; and each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is either permitted or by the use of such good faith efforts could have been so permitted by the applicable policy of insurance.

18. Tenant's Personal Property and Taxes. All personal property of Tenant kept on the Premises shall be at Tenant's sole risk, and Tenant hereby waives all right of recovery which it might otherwise have against Landlord for any loss, theft, or damage to Tenant's personal property. Tenant shall pay promptly when due all personal property taxes levied on personal property owned by Tenant.

19. Indemnification. Tenant covenants and agrees that it will protect, save and keep Landlord forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the act, omission or neglect of Tenant or those claiming or holding under Tenant, and that it will at all times protect, indemnify and save and keep

Landlord harmless against and from any and all claims, loss, cost, damage or expense arising from any occurrence in or about the leased Premises and adjacent common areas causing injury to any person or property whomsoever and whatsoever, whether or not arising out of any failure of Tenant, its agents, employees, licensees, contractors or persons and entities claiming or holding under Tenant in any respect to comply with and perform any of the requirements and provisions of this Lease.

20. Trade Fixtures. It is agreed that any and all trade fixtures, exhibits, displays and equipment brought onto the demised Premises by the Tenant may be removed by it at its expense at the expiration of the term of this lease., provided any damage caused by existence of said fixture or such removal shall be repaired by Tenant, including the removal of any screws, nails or other fasteners affixed to or embedded in the walls of the premises, and the patching, sanding and repainting thereof, such that the wall is restored to original condition without evidence of the repair.

21. Laws and Regulations. Tenant shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, municipal, state and federal, including Title III of the Americans With Disabilities Act of 1990, now in force, or which may hereafter be in force, pertaining to the Premises, and the use and occupancy thereof.

22. Legal Interference. If, during the term of this lease, the right of the Tenant to use said Premises for any lawful business as hereinbefore permitted shall be denied or prohibited by lawful authority except for the default, neglect and/or omission of the Tenant; or if the Premises herein demised or a part thereof sufficient to interfere with the business of the Tenant shall be condemned or otherwise acquired for the widening of streets or for public improvements, or if the use of said Premises shall be for any cause so restricted or interfered with so as to make it unfit or undesirable for the conduct of said business, the Tenant shall have the option of terminating and canceling this lease upon sixty (60) days notice to the Landlord, of its election so to do; and in the event of such termination and cancellation for any cause enumerated in this Article, the Tenant shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said Premises to the Landlord and for the performance of any other obligation maturing prior to said date.

23. Destruction by Fire or Other Cause. If the Premises shall be rendered untenable by fire or other casualty, then Landlord shall make the Premises Tenantable as speedily as possible, and the rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenable, during the period of untenability, provided, however, there shall be no such abatement if such fire or other casualty shall be caused by the negligence of Tenant or its agents, employees, invitees or licensees, provided, further, there shall be no abatement for the time required for the replacement or repair of any property of Tenant, in excess of the time required to make the Premises tenantable.

In the event that the Premises cannot be made Tenantable within one hundred twenty (120) days, then either Landlord or Tenant may terminate this lease by notification to the other of such termination within ten (10) days after Landlord shall have notified Tenant of the time required to make them Tenantable. Landlord shall, in its sole judgment, reasonably exercised, determine the length of time required to make the Premises Tenantable, and shall notify Tenant of such determination within twenty (20) days after the occurrence of the fire or other casualty. In the event that the Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction is required, then Landlord may terminate this lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage.

24. Eminent Domain. In the event that the Premises be lawfully condemned or taken in any manner for any public or quasi-public use, this lease shall terminate as of the date of actual taking. In the event that any part of the Premises be so condemned or taken, Landlord shall have the right to terminate this lease as of the date of actual taking by giving Tenant written notice of such termination;

but should Landlord not so terminate this lease, this lease shall cease as to the part taken and the rent adjusted so that Tenant shall pay a pro rata portion of the rent determined by the amount of space (and rate therefor) remaining after the taking. Landlord shall be entitled to receive the entire award from any such condemnation or taking of the Premises or any part thereof, without deduction therefrom for any estate or interest granted to Tenant by this lease, provided, that nothing herein contained shall be deemed to prevent Tenant from claiming compensation for relocation costs or loss for interruption of business in the event an award with respect thereto is provided for by law or is fixed in the proceeding in which such taking shall occur.

25. Assignment and Subletting. Tenant shall not assign, or in any way encumber this lease, nor any part, right or interest thereof, nor shall Tenant let or sublet or permit any part of the Premises to be used or occupied by others for any reason whatsoever, unless Landlord shall consent thereto in writing in each and every case and instance, (Alliance By-Laws do not allow a member to sublet their space) a requirement that Tenant shall remain fully liable on this lease shall not be deemed an unreasonable requirement to the giving of consent.

26. Default and Termination. If Tenant shall fail to make payment of rent when due, or if Tenant shall fail to comply with any details, provisions or covenants of this Lease, other than the payment of rent, including compliance with the Site Governance Terms, and shall not cure such failure within thirty (30) days after written notice thereof, or if Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors, then in any such event, Landlord may terminate this lease at any time thereafter by giving written notice of such termination to Tenant. Upon termination of this lease, Landlord may without further notice reenter the Premises, dispossess Tenant or any occupant of the Premises, and remove its effects and hold the Premises as if this lease had not been made. Landlord shall be entitled to any other remedies that may be provided by law.

27. Damages. In the event of the termination of this lease under the provisions of paragraph 25, or under any provisions of law by reason of Tenant's default hereunder, Tenant shall pay Landlord as damages sums equal to the rent which would have been payable by Tenant had this lease not so terminated, payable as specified in paragraph 4 until the expiration of the term of this lease plus ten percent (10%) per annum interest on all due but unpaid rent from the due date; provided that if Landlord shall relet all of any part of the Premises during said period, Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of the lease and of the reletting. In such event, Landlord shall make a good faith effort to relet the Premises.

28. Surrender of Premises. Upon the expiration or the termination of the term of this lease, Tenant shall quit and surrender the Premises to Landlord in as good order and condition as when received, ordinary wear and damage by the elements excepted; and Tenant shall remove all of its property and shall repair any damage to the Premises caused by such removal. Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the lease term, shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.

29. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, preventing waste, loss or destruction, removing obstructions, making such repairs or alterations or additions as Landlord deems necessary or desirable, or as it is obligated to make under the terms of this lease, or to enforce any of Landlord's rights or powers under this instrument, without jeopardizing Tenant's business activities. Landlord shall not be liable nor responsible for any loss that may accrue to Tenant's business by reason thereof. The Landlord may show the Premises to prospective Tenants at any time during the last six (6) months of the term of this lease.

30. Subordination. This lease is subject and subordinate to all underlying leases, land contracts and mortgages which now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant shall execute promptly from time to time any certificate or other instrument that Landlord may request to confirm this subordination. Tenant hereby constitutes Landlord its attorney in fact for the execution of any such certificates on behalf of Tenant.

31. Signs. Tenant shall be permitted to erect any sign or signs which are permitted by law, subject to prior approval of Landlord. Such approval will not be unreasonably withheld and in the event that Landlord does not approve or disapprove said plans and specifications within ten (10) days after delivery to it, then such approval shall be conclusively presumed. Tenant will bear all costs of erecting all signs advertising its business.

32. Care of Premises. Tenant shall at all times keep the Premises in a clean and orderly condition and shall keep the Premises free of all waste material, debris, boxes and other rubbish.

33. Fire Equipment. Tenant shall, at its sole cost and expense install and maintain fire extinguisher and other fire and smoke detection and protection devices as may be required by any agency having jurisdiction and/or the insurance underwriters insuring the building in which the Premises is located

34. Common areas. As used in this Lease, "Common Areas" shall mean the parking lots, lawns, sidewalks, delivery areas, hallways, shared lobbies, halls, public bathrooms and stairs of the building or property not contained in the leased areas, and all other areas or improvements which may be provided by Landlord for the convenience and use of the Tenants of the buildings and their respective, agents, employees, customers, invitees and other licensees of Landlord.

The Common Area of the Project shall at all times be subject to the exclusive control and management of Landlord. Except as otherwise specifically provided with respect to parking, Tenant shall be entitled to use the Common Areas in common with all other Tenants, subject to Site Use Policies and other regulations as the Landlord may prescribe. Landlord may from time-to-time temporarily close any Common Area to make repairs, changes or do other acts as may be desirable to improve and promote the convenient use thereof.

Landlord reserves the right to alter, expand, decrease or change the location, number or dimensions of all Common Areas in such manner as Landlord desires, including altering or adding to the building in which the Premises is located, without jeopardizing Tenant's use of the Premises.

35. Parking. Tenant and its agents, employees, customers and guests shall be entitled to use the parking facilities of the Project on a non-exclusive basis in accordance with the rules and regulations as Landlord may from time to time promulgate. If so directed by Landlord, Tenant shall cause any improperly parked vehicle belonging to Tenant, its employees, agents, customers or guests to be removed at the sole cost and expense of Tenant. In the event Tenant shall fail to remove any improperly parked vehicle as so directed by Landlord, Landlord may, cause such vehicle to be removed and Tenant shall indemnify and hold Landlord harmless from any and all costs, claims, damages, suits and other liabilities arising from such action.

Tenant and its employees, agents, customers and guests shall abide by all one-way, yield, stop, handicap and loading zone and other traffic or parking controls of the Project.

36. Building Rules and Regulations. Smoking shall not be permitted within the leased premises or the indoor common areas. Tenant shall at all times abide by and enforce among its employees, invitees,

customers and guests any building rules and regulations as may be adopted by Landlord or the Grand Traverse Bay Alliance from time to time.

37. Holding Over. Notwithstanding any provisions of law or any judicial decisions to the contrary, no notice shall be required from either party to terminate this lease on the expiration date herein specified, and anything therein contained and implied to the contrary notwithstanding, a holding over by the Tenant, its successors or assigns, beyond the expiration of said term, shall give rise to a tenancy from month to month.

38. Notices. All notices, bills or statements required hereunder shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord at 13240 SW Bayshore Drive, Traverse City, MI 49684, and to Tenant at the Premises. Either party may change the address for notices, bills or statements by giving notice of such changes as hereinabove set out.

39. No Waiver. The failure of either party to enforce any covenant or condition of this lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this lease. No provisions of this lease shall be deemed to have been waived unless such waiver be in writing.

40. Successors and Assigns. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided by this lease, their assigns.

41. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises leased hereby.

42. Corporate Authority. Tenant has by proper corporate action authorized the execution of this lease and such lease shall not violate any provisions of its Articles of Incorporation or By Laws or any agreement by which it is bound.

43. Attorneys Fees. In the event Tenant makes default in the performance of any of the terms, covenants, agreements or conditions in this lease and Landlord places the enforcement of this lease or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the leased Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay Landlord the actual, reasonable attorney fees incurred by Landlord.

44. Bankruptcy or Insolvency. In the event that Tenant shall become a debtor under Chapter 7 of the Bankruptcy Code, or petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code and the Trustee or Tenant shall elect to assume this lease for the purpose of assigning the same or otherwise, such election and assignment at Landlord's option under the provisions of this paragraph shall only be made if all of the following terms and conditions are satisfied, which terms and conditions are acknowledged by the parties as commercially reasonable:

(a) The trustee or Tenant has cured or has provided Landlord adequate assurance (as defined below) that:

- (1) Within ten (10) days from the date of such assumption the trustee will cure all monetary defaults under this lease, and
- (2) Within thirty (30) days from the date of such assumption, the trustee will cure all non-monetary defaults under this lease.

(b) The trustee or Tenant has provided Landlord with adequate assurance of the future performance of each of the Tenant's or trustee's obligations under this lease, provided, however, that:

- (1) The trustee or Tenant shall also deposit with Landlord, as security for timely payment of rent, an amount equal to three (3) months rent, and
- (2) Trustee or Tenant shall also pay in advance on the date rent is due, one-twelfth (1/12) of Tenant's obligations under this lease for maintenance, real estate taxes, insurance and other similar charges.

(c) The assumption of the lease will not breach any provision in any other lease, mortgage, or financing agreement by which Landlord is bound.

For purposes of this paragraph, Landlord and Tenant agree that at a minimum adequate "assurance" shall mean:

(a) The trustee or Tenant has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Landlord that the trustee or Tenant will have sufficient funds to fulfill the obligations of this lease, and

(b) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord to secure to Landlord the obligation of the trustee or Tenant to cure the monetary and non-monetary defaults under this lease within the time periods above set forth. If the trustee shall fail to elect or assume this lease within sixty (60) days after the filing of the Petition, this lease shall be deemed to have been rejected.


45. Entire Agreement. This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

46. General Provision. The pronouns and relative words herein used are written in the neuter only. If more than one join in the execution hereof as Landlord or Tenant, or either be of the masculine or feminine sex or a corporation, such words shall be read as if written in plural, masculine, feminine or corporate, respectively.


LANDLORD:
Grand Traverse Bay Alliance

by: 
Rob Lovell, Chair

TENANT:
Maritime Heritage Alliance

by: 
Rich Brauer, President

Approved by
OWNER:

by: 
Marsha ^{Smith}, Executive Director
Rotary Camps & Services Maritime Education
Center, LLC
~~250 E. Front Street, Suite 320,~~
Traverse City, MI 49684

202 E. Grandview Pkwy, Suite 200

MASTER LEASE AGREEMENT

This Master Lease Agreement is executed by and between ROTARY CAMPS & SERVICES MARITIME EDUCATION CENTER, LLC, a Michigan limited liability company, whose address is 202 E. Grandview Parkway, Suite 200, Traverse City, MI 49684 ("Lessor"), and GRAND TRAVERSE BAY ALLIANCE, a Michigan non-profit corporation, whose address is 13240 S. West Bay Shore Drive, Traverse City, Michigan 49684 ("Lessee"). Lessor and Lessee hereby agree to and establish the following terms, conditions, performance obligations, and covenants to this Master Lease Agreement ("Lease") as follows:

1. Description of Property. The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Lease Agreement, an area consisting of approximately 9.27 acres of property, which property is owned by Lessor in the Township of Elmwood, Leelanau County, Michigan, the Site Plan and legal description of which is attached hereto as Schedule "A" (hereinafter, the "Property").
2. Term of Lease Agreement. The Lease Agreement shall be for a term of 99 years, commencing on December 1, 2006, and ending on November 30, 2105.
3. Lease Payments. In consideration for the use and possession of the Property for the term of this Lease Agreement, Lessee shall pay Lessor the total of one Dollar (\$1.00) for each year of the Lease term for a total of Ninety-Nine Dollars (\$99.00), the receipt and adequacy of which is hereby acknowledged by Lessor.
4. Use of Property. For purposes of this Agreement, the Lessee and any other occupant, subtenant, licensee, assignee, or user of the Property may use the Property only for such uses and services as are permitted by the terms of the deed restrictions set forth on Schedule "B" ("Permitted Uses"). The Lessee and any other occupant, subtenant, assignee, licensee, or other user of the Property shall also abide by the Environmental Construction Management Plan in place for the Property, attached as Schedule "C," which Plan may be amended as deemed necessary by the Department of Environmental Quality or the Lessor's environmental consultants. Lessor acknowledges that Lessee intends for its members to use and occupy portions of the Property. Lessor consents to said occupancy, subject to any occupant of the Property agreeing to be bound by this paragraph, and agreeing to sanctions for violation of this paragraph as outlined in Paragraph 17. Any "for profit" uses of the Property by Lessee requires the advance written approval of Lessor.
5. Building and Other Improvements. Lessee shall make no major leasehold improvements to the Property without the advance written approval of Lessor. Such approval shall not be unreasonably withheld.
6. Maintenance and Repair. Lessee shall, at its sole expense, maintain the Property and all improvements thereon, in good order and repair, including snow removal, landscaping, and outdoor maintenance. If Lessee fails to properly maintain and repair the Property, Lessor may elect either to treat such failure as a breach of this Lease, or Lessor may cause the repair and maintenance to be performed and shall charge all such expenses against Lessee, to be paid immediately upon presentation of an invoice by Lessor. At all times, Lessee shall maintain all portions of the Property in a reasonable state of cleanliness and orderly condition.

7. Restriction Against Assignment and Subletting. Lessee shall not assign or in any manner transfer this Lease Agreement, or assign or sublet the Property, without the prior express written consent of the Lessor. Lessor specifically consents to Lessee entering into occupancy agreements for a portion of the Property with Lessee's members, so long as its members are provided a copy of this Lease and are obligated to comply with all of the terms of this Lease, the By-laws of the Lessee, and the Lessee's Site Use Policies and Restrictions. Lessee shall provide Lessor with a copy of all occupancy agreements once executed.

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. 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 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.

9. Hazardous Materials. Upon termination of this Lease, Lessee shall deliver the Premises to Lessor in a condition that conforms to all applicable federal, state, and local laws, ordinances, rules, or regulations affecting the Lessee's use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials on or about the Property. Lessee shall indemnify, defend, and hold harmless Lessor from any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, including reasonable attorney fees, directly related to Lessee's occupancy of the Property resulting in the release, threatened release, storage, generation, transportation, reclamation, recycling, or disposal of any hazardous waste, toxic substance, or any regulated substance. The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 USC 1801, *et seq.*) the Resource Conservation and Recovery Act, as amended (42 USC 6901, *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule, or regulation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Lessee may have to Lessor at common law, and shall survive (i) the repayment of all sums due to Lessor under this Lease, (ii) the satisfaction of all of the other obligations of Lessee

hereunder, (iii) the termination of this Lease, and (iv) the surrender of possession of the Property by Lessee to Lessor.

10. Acceptance of Premises. The possession of the Property by Lessee shall be conclusive evidence that, at such time, the Property was in satisfactory and acceptable condition. Lessor has made no representations as to the condition of the Property except as provided in this Lease, and Landlord shall not be liable to Lessee or its business invitees for any latent or patent defects in the Property.
11. Utilities. The Lessee shall procure in its name and pay when due, all costs of electric, water, sanitary sewer, gas, telephone, internet access, waste removal, and other utilities consumed on the Property.
12. Taxes, Fees and Assessments. The Lessee shall pay when due all real property taxes and assessments, if any, including any Elmwood Township Special Assessments for water service and any fees assessed and related to the lease of the bottomlands, which may be levied or assessed by any lawful authority against the Property. The Lessor shall cooperate in applying for exemption(s) from real property taxes and shall take all reasonable steps necessary to preserve such exemption(s), if obtained.
13. Covenant of Title and Quiet Possession. The Lessor covenants that it has the right to make this Lease Agreement for the term aforesaid and that it will put the Lessee in possession of the Property, free from all encumbrances, liens or defects in title for the full term of this Lease Agreement.
14. Binding Effect. This Lease and the rights granted herein shall be binding upon any of the successors or assigns of the Lessor.
15. Entire Agreement. This Lease Agreement, sets forth all of the covenants, promises, agreements, conditions, and understandings between the Lessor and the Lessee concerning the Property; there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Lessor and the Lessee other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease Agreement shall be binding upon the Lessor or Lessee unless reduced to writing and signed by both parties.
16. Notices. All notices required pursuant to this Lease shall be in writing and shall be deemed to have been given if either delivered personally, mailed by certified mail, faxed with proof of transmission, or e-mailed with proof of transmission:

to Lessor at:

Rotary Camps & Services Marine Education Center, LLC
250 E. Front Street, Suite 320
Traverse City, MI 49684
Fax: (231) 941-4066
e-mail: msmith@rotarycharities.org

to Lessee at:

Grand Traverse Bay Alliance
13240 S. West Bay Shore Drive.
Traverse City, MI 49684

Fax: (231) 932-7597

17. **Events of Default.** If Lessee breaches the terms contained in this Lease Agreement, abandons the Property, becomes insolvent, or is adjudicated bankrupt, the Lessee shall be in default; Lessor may, unless said default is cured within forty-five (45) days after Lessor provides written notice of said default to the Lessee, terminate this Lease Agreement. Any act or omission by the Lessee or any occupant of the Property which, in Lessor's sole opinion, violates the deed restrictions as identified on Schedule "B" shall give Lessor cause to immediately terminate the Lease, and/or remove the occupant(s) in violation of the deed restrictions without notice or an opportunity to cure, at Lessor's discretion. Upon termination of the Lease for any reason, the Lessee shall surrender the improvements on the Property, or with Lessor's written consent, remove its improvements.
18. **Partial Invalidity.** If any term, covenant, or condition of this Lease Agreement or the application thereof to any person or circumstance shall become, to any extent, invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, or condition of this Lease Agreement shall be valid and enforceable to the fullest permitted by law.
19. **Applicable Law.** This Lease Agreement and its validity, construction, and performance shall be governed by the laws of the State of Michigan and, if needed adjudicated in the Grand Traverse Circuit Court.
20. **Captions.** Paragraph captions contained in this Lease Agreement are inserted for reference and in no way define, limit, extend, or describe the scope of this Lease Agreement or the intent of any provision therein.
21. **Effective Date.** This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.
22. **Lessee's Personal Property and Taxes.** All personal property of Lessee kept on the Property shall be at Lessee's sole risk, and Lessee hereby waives all right of recovery which it might otherwise have against Lessor for any loss, theft, or damage to Lessee's personal property. Lessee shall pay promptly when due all personal property taxes levied on personal property owned by Lessee.
23. **Laws and Regulations.** Lessee shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, state and federal, including Title III of the Americans With Disabilities act of 1990, now in force, or which may hereafter be in force, pertaining to the Property and the use and occupancy thereof.

24. **Surrender of Property.** Upon the expiration or the termination of the term of this Lease, Lessee shall quit and surrender the Property to Lessor in as good order and condition as when received, ordinary wear and damage by the elements excepted; and Lessee shall remove all of its property and shall repair any damage to the Property caused by such removal. Any personal property of Lessee or of anyone claiming under Lessee which shall remain on the Property after the expiration or termination of the Lease term, shall be deemed to have been abandoned by Lessee, and either may be removed by Lessor as its property, or may be disposed of in such manner as Lessor may see fit, and Lessor shall not be responsible for the same.

25. **Access to Property.** Lessor shall have the right to enter upon the Property at all reasonable hours for the purpose of inspecting the same, preventing waste, loss, or destruction, removing obstructions, making such repairs or alternations or additions as Lessor deems necessary or desirable, or as it is obligated to make under the terms of this Lease, or to enforce any of Lessor's rights or powers under this instrument, without jeopardizing Lessee's business activities. Lessor shall not be liable or responsible for any loss that may accrue to Lessee's business by reason thereof. The Lessor may show the Property to prospective Lessees at any time during the last six (6) months of the term of this Lease.

26. **Signs.** Lessee shall be permitted to erect any sign or signs which are permitted by law, subject to prior written approval of Lessee. Such approval will not be unreasonably withheld. Lessee will bear all costs of erecting all signs and advertising its business.


27. **Holding Over.** Notwithstanding any provision of law or any judicial decisions to the contrary, no notice shall be required from either party to terminate this Lease on the expiration date herein specified, and anything therein contained and implied to the contrary notwithstanding, a holding over by the Lessee, its successors or assigns, beyond the expiration of said term, shall give rise to a tenancy from month to month.

28. **No Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof, or of the right of either party to enforce each and every covenant and condition of this Lease. No provisions of this Lease shall be deemed to have been waived unless such waiver is in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by the respective officers or representatives on the day and year signified below.

LESSOR:

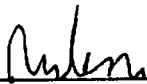
ROTARY CAMPS AND SERVICES
MARITIME EDUCATION CENTER, LLC


By: Marsha Smith
Its: Executive Director

Dated: March 7, 2007

LESSEE:

GRAND TRAVERSE BAY ALLIANCE


By: MICHAEL W. WILLS
Its: TREASURER

Dated: 3/7, 2007

ATTACHMENT TO DEED
T C HOLDINGS, L.L.C.

PART OF GOVERNMENT LOTS 1 AND 2, SECTION 33, TOWN 28 NORTH, RANGE 11 WEST, ELMWOOD TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, SOUTH 00°19'20" WEST, 654.96 FEET (RECORD) TO THE CENTERLINE OF SAID GOVERNMENT LOT 1; THENCE ALONG SAID CENTERLINE SOUTH 89°39'00" EAST, 281.80 FEET (RECORD) TO THE EAST RIGHT-OF-WAY OF THE LEELANAU TRANSIT CO. RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 15°43'26" EAST, 257.42 FEET (M) -(RECORDED AS SOUTH 15°45' EAST, 257.42 FEET); THENCE SOUTH 13°20'26" EAST, 61.73 FEET (M) -(RECORDED AS SOUTH 13°22' EAST) TO THE POINT OF BEGINNING; THENCE SOUTH 13°20'26" EAST, 670.74 FEET (M) - (RECORDED AS SOUTH 13°22' EAST); THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY, SOUTH 89°39'26" EAST, 258.04 FEET (M) -(RECORDED AS SOUTH 89°41' EAST, 258.18 FEET); THENCE NORTH 10°03'40" WEST, 103.31 FEET (M) -(RECORDED AS NORTH 10°07' WEST, 101.66 FEET); THENCE SOUTH 89°37'45" EAST, 868.97 FEET (M) - (RECORDED AS SOUTH 89°59'08" EAST, 868.31 FEET) TO THE SHORE OF GRAND TRAVERSE BAY; THENCE ALONG SAID SHORELINE, NORTH 01°54'28" EAST, 50.10 FEET (M) -(RECORDED AS NORTH 01°33'05" EAST, 50.10 FEET); THENCE LEAVING SAID SHORELINE, NORTH 89°07'06" WEST, 98.98 FEET (M) -(RECORDED AS NORTH 89°59'08" WEST, 98.66 FEET); THENCE NORTH 01°49'39" EAST, 99.96 FEET (M) - (RECORDED AS NORTH 01°33'05" EAST, 99.96 FEET); THENCE NORTH 89°42'34" WEST, 801.46 FEET (M) -(RECORDED AS NORTH 89°59'08" WEST, 801.46 FEET); THENCE NORTH 10°03'40" WEST, 406.78 FEET (M) -(RECORDED AS NORTH 10°07' WEST); THENCE NORTH 89°39'11" WEST, 297.05 FEET TO THE EAST RIGHT-OF-WAY OF THE LEELANAU TRANSIT CO. RAILROAD AND THE POINT OF BEGINNING.

ATTACHMENT TO DEED
NM PROPERTIES, L.L.C.

A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 33, TOWN 28 NORTH, RANGE 11 WEST, ELMWOOD TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 1, NORTH 89°50'09" EAST, 729.30 FEET (M) (EAST 739.30') TO A STREET OF RECORD SURVEYED BY C.P. TULLER, AS THE POINT OF BEGINNING; THENCE NORTH 10°03'40" WEST, 50.83 FEET (R); THENCE SOUTH 89°42'34" EAST, 555.70 FEET (R) TO A POINT 300.00 FEET WEST OF THE CENTERLINE OF STATE HIGHWAY M-22; THENCE NORTH 01°55'26" EAST, 60.00 FEET (R) TO A POINT DESCRIBED IN PREVIOUS DEEDS AS BEING 543.50 FEET SOUTH OF THE EAST-WEST CENTERLINE OF GOVERNMENT LOT 1; THENCE SOUTH 89°42'34" EAST, 257.00 FEET (R) TO THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY M-22, ALSO BEING A POINT DESCRIBED AS BEING 543.50 FEET FROM THE EAST-WEST CENTERLINE OF GOVERNMENT LOT 1; THENCE SOUTH 01°38'30" WEST, ALONG SAID RIGHT-OF-WAY OF STATE HIGHWAY M-22, 160.02 FEET; THENCE NORTH 89°42'34" WEST, 792.37 FEET (794.75 FEET R); THENCE NORTH 10°03'40" WEST, 50.83 FEET (R) TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF THE PUBLIC IN STATE HIGHWAY M-22

WARRANTY DEED

The Grantor, NM Properties, L.L.C., a Michigan limited liability company,
Whose address is 07232 Boyne City Road, Charlevoix, Michigan 49720
Conveys and Warrants to Rotary Camps & Services Maritime Education Center, LLC,
a Michigan limited liability company,
Whose address is 250 E. Front Street, Suite 320, Traverse City, Michigan 49684
for the sum of: No Consideration (Gift),

The following described premises situated in the Township of Elmwood, County of Leelanau, and State of Michigan:

See Attached Legal Description

subject to covenants, conditions, restrictions, reservations and easements of record.

Further, the real estate conveyed by this Warranty Deed ("Property") shall at all times be used by the Grantee, its successors and assigns, principally as a location for a collaborative water related educational facility or facilities committed to the promotion of historic preservation, the importance of environmental stewardship, the joy of discovery, and the pleasure of water-based recreation. Other compatible, subordinate uses shall be permitted in order to support and sustain the principal use. Portions of the Property may be exchanged for adjacent real estate of an equivalent value, and the relinquished portion of the Property released from this covenant, so long as the replacement real estate is burdened by this covenant. This restrictive covenant shall run with and be appurtenant to the Property and may be enforced by any resident of Grand Traverse or Leelanau County.

The Grantor grants the Grantee the right to make all divisions allowable under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

COPY

WARRANTY DEED

The Grantor, T C Holdings, L.L.C., a Michigan limited liability company,
Whose address is 07232 Boyne City Road, Charlevoix, Michigan 49720
Conveys and Warrants to Rotary Camps & Services Maritime Education Center, LLC,
a Michigan limited liability company,
Whose address is 250 E. Front Street, Suite 320, Traverse City, Michigan 49684
for the sum of: No Consideration (Gift),

The following described premises situated in the Township of Elmwood, County of Leelanau, and State of Michigan:

See Attached Legal Description

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This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

NO TRANSFER TAX REQUIRED. MCLA 207.505(a) and MCLA 207.526(a).

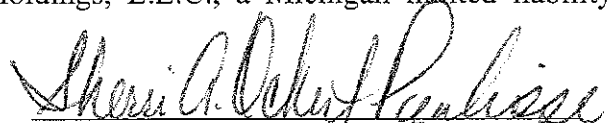
Executed this 7th day of December, 2006.

T C HOLDINGS, L.L.C., a Michigan
limited liability company

By: 
Michael L. Dow, Manager

STATE OF MICHIGAN }
 }SS
COUNTY OF GRAND TRAVERSE}

The foregoing instrument was acknowledged before me this 7th day of December, 2006, by Michael L. Dow, Manager of T C Holdings, L.L.C., a Michigan limited liability company.


Sherri A. Ockert-Poulisse, Notary Public
Benzie County, Michigan
My commission expires: 11-17-2012
Acting in the County of Grand Traverse

When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: H. Wendell Johnson Smith & Johnson, Attorneys, P.C. 603 Bay Street - P.O. Box 705 Traverse City, MI 49685-0705
---	--	--

County Treasurer's Certificate

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous to the date of this instrument as appears by the records in my office. This does not cover taxes in the process of collection by Township, City or Village.

Tax Parcel# _____ Recording Fee _____ Transfer Tax \$ _____

This instrument was prepared at the specific request of the parties based solely on information supplied by one or more of the parties to this conveyance, and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by the grantor's execution and the grantee's acceptance of this instrument.

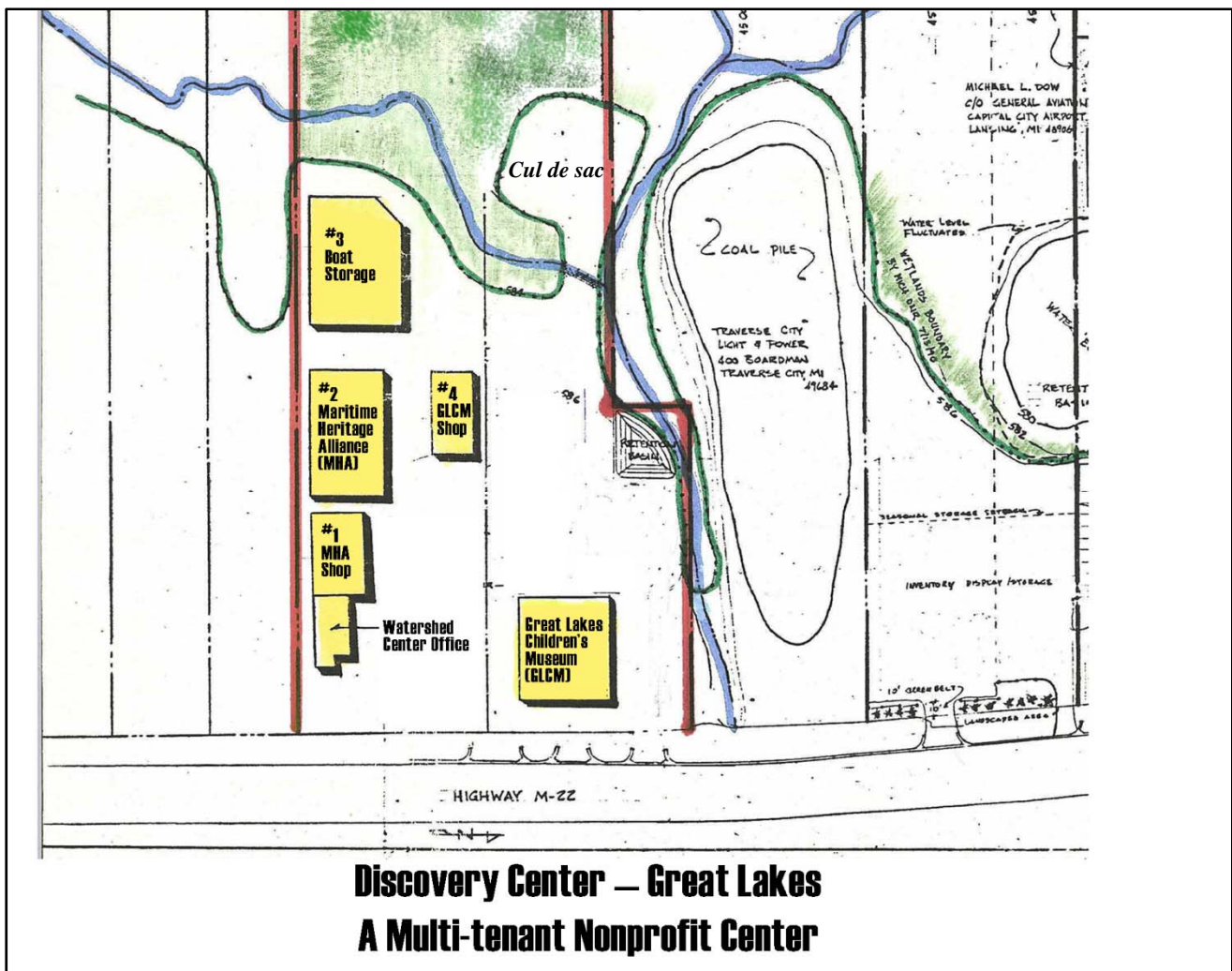
**Exhibit B to
Grand Traverse Bay Alliance Sublease Agreement**

**Description of Leased Premises
Informally referred to as Unit(s)**

The Maritime Heritage Alliance's units shall be:

1. Building #1 (labeled "MHA Shop" below)
2. Building #2 (labeled "Maritime Heritage Alliance (MHA)" below)
3. The area labeled "*Cul de sac*" below

Important Note: Because the *cul de sac* area is outdoor storage and will be subject to analysis and consideration as part of any master site planning, natural resources protection plan, or trail design, the 20-year sublease term provided in §2 does not apply. Landlord will work in good faith with Maritime Heritage Alliance to provide for outdoor storage.



Grand Traverse Bay Alliance

Site Use Policies & Restrictions

Adopted August 27, 2007

GRAND TRAVERSE BAY ALLIANCE
SITE USE POLICIES & RESTRICTIONS

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GRAND TRAVERSE BAY ALLIANCE

SITE USE POLICIES & RESTRICTIONS

1. Introduction and Purpose

The Site Use Policies & Restrictions (Restrictions) are intended to guide the safe, lawful, and cooperative shared use of the Property. These Restrictions are secondary to the Master Lease Agreement and any contractual obligations that might exist between an Occupant, Tenant, seasonal Tenant, boat-owner, etc. These Restrictions are also secondary to the Environmental Due Care Plan, which is available for your review on request. If any conflicts exist between the Restrictions and a primary document, the primary document controls. These Restrictions may be amended, consistent with any contractual obligations, at the sole discretion of the Board.

2. Definitions

a. Alliance

The Grand Traverse Bay Alliance, a Michigan nonprofit corporation, also doing business as “Discovery Center – Great Lakes.”

b. Board

The Board of Directors of the Alliance.

c. Common Areas

Those areas not identified in **Attachment A “Site Map”** as Units; primarily, but not limited to, parking, drainage areas and undeveloped areas. Unassigned units may also be considered Common Areas.

d. Cost Sharing Formula

The pro rated shares of the fair market value of the Units (defined both as discounted Member rates, and as nonmember rates).

e. Due Care Plan

Michigan law requires that those who occupy contaminated property take due care measures to ensure that existing contamination does not cause unacceptable risks and is not exacerbated. The “Due Care Plan” defines these legally required measures. (*See Citizen’s Guide to Due Care Requirements Attachment B.*)

f. Master Lease.

The lease agreement entered into between the Owner and the Alliance for the lease of the Property setting forth the terms and conditions of the lease and the permitted uses of the Property by the Alliance.

g. Member

A member of the Alliance, including owners, Occupants, and non-occupant members.

h. Non-affiliate

A non-affiliate is an individual member, employee, or associate of a Member organization acting on behalf of themselves as individuals or on behalf of any other personal or business interest unrelated to the Alliance, as well as any other individual or organization unrelated to the Alliance.

i. Occupancy Agreement

The agreement between Alliance and an Occupant defining the rights and responsibilities of each party.

j. Property

The property located in the Township of Elmwood, County of Leelanau, and State of Michigan, as shown in **Attachment A**.

k. Special Event

A Special Event is an event that requires the use of space(s) for no more than one week, including setup and tear down.

l. Tenant

An individual or organization (not a Member) that has a lease with the Owner.

m. Unit

That portion of the property exclusively assigned to an Occupant or a Tenant through an Occupancy Agreement or Lease as identified in **Attachment A**.

3. Special Events

a. Member Events

The Alliance and Member organizations can use unoccupied space, including any empty Unit(s) along with a reasonable portion of the Common Area for mission-based (including fundraising) Special Events without charge.

b. Nonmember Events

Non mission-based events arranged by Non-affiliates or Tenants or those with no affiliation to the Alliance. Such events might include, by way of example, reunions, parties, or receptions. Nonaffiliate events shall be charged a reasonable fee, as agreed to by the Board.

c. Requirements

All Special Events shall be subject to the following requirements:

- (i) Written notice to the Board at least four weeks prior to the event.
- (ii) General description of the special event, including parking requirements.
- (iii) Satisfaction of any special requirements or restrictions imposed by the Board, including, for example:
 - Hour of operations,
 - Special insurance requirements, and
 - Reasonable limitations of use of alcoholic beverages.
- (iv) Special Events shall not unreasonably interfere with the operations of other Occupants or Tenants.
- (v) The Board shall enter into a written agreement with the Member or Nonaffiliate laying out the terms and requirements of the event.

4. Common Areas

Only Occupants and Tenants, their agents, members, guests, customers, and licensees may use the Common Areas for access to and from the Units and for other purposes incidental to the use of the Units. Any common areas designated for a specific use shall be used only for the purposes approved by the Board. The use, maintenance, and operation of the Common Areas shall not be obstructed or unreasonably interfered with by any Occupant or Tenant.

5. General Storage

The Common Areas shall not be used to store supplies or personal property (except areas specifically designated for this purpose). Trash and refuse shall be placed only in trash receptacles. In general, no activity or condition shall be allowed around any Unit or on the Common Areas that would spoil the appearance of the Property.

6. Arranged Storage

When arranged storage of boats known to contain engines, motors or other hydrocarbon containing devices, all such boats shall be stored utilizing best environmental practices. This may include, but not necessarily be limited to, the placement of oil absorbent material in the bilge of boats. Furthermore, the bilge pump shall be disconnected from the battery system of the boat to minimize the risk of accidental discharge of contaminants on to the property. Finally, unpaved boat storage areas shall not be used for the purpose of seasonal boat preparation including, but not limited to the transfer of fuel to or from the stored boat, motor maintenance, and the sanding, stripping, or painting of the hull of stored boats in areas not approved by the Due Care Plan for such activities.

a. Units

Members shall enter into an Occupancy Agreement for a Unit or a portion of a Unit for any significant storage needs. The Board shall require Non-affiliates to enter into a Lease as a Tenant for significant storage needs.

b. Member Storage

The Board, at its reasonable discretion, may allow Members to use unoccupied storage space, either outdoor or indoor. Fractional use of an unoccupied storage shall be paid at an equitable pro-ration the Unit's value based on area of the space and time used. The rate shall be the discounted "Member" rate calculated by the Cost Sharing Formula.

c. Non-affiliate Storage

The Board, at its reasonable discretion, may allow Non-affiliates to use unoccupied storage space, either outdoor or indoor. Fractional use of an unoccupied storage shall be paid at an equitable pro-ration the Unit's value based on area of the space and time used. The rate shall be nonmember rate.

d. Seasonal Storage

In order to ensure that the amount of seasonal storage that is available to Tenants is known in time to enter into appropriate agreements; commitments by Members for seasonal storage shall be made by:

- For winter storage — August 15
- For slips or moorings — April 15

7. Specific Prohibitions

Without limiting the generality of the provisions in these Site Use Policies and Restrictions, the use of the Property and all Common Areas by any Occupant or Tenant shall be subject to the following restrictions:

a. Alterations

No Occupant or Tenant shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a Unit or Common Areas without written approval from the Board. The Board shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Property. The Board in the review and approval process of such requests for alterations shall ensure that any concerns outlined in the Due Care Plan are conveyed to and appropriately addressed by the Occupant or Tenant wishing to make such alterations. An owner may not make alterations, additions, or improvements within a Unit without written approval from the board. The owner shall be responsible for any damage to other Units, the Common Areas, the Property, or any part of them that result from such alterations, additions, or improvements.

b. Nuisances

No nuisances shall be permitted on the Property, nor shall any use or practice that is a source of annoyance to the Occupants or Tenants that interferes with the peaceful possession or proper use of the Property by its Occupants or Tenants be permitted.

c. Improper Uses

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part of it, and nothing shall be done or kept in any unit or on the Common Areas that would increase the insurance premiums for the project without written consent from the Board. No Occupant or Tenant shall permit anything to be done or kept in a Unit or on the Common Areas that would result in the cancellation of insurance on any Unit or on any part of the Common Areas or that would violate any law.

d. Accessory Buildings

No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding, or other temporary structure shall be erected, occupied, or used on the Property without written consent from the Board.

e. Firearms

No Occupant or Tenant shall use or permit any agent, invitee, or guest, use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the Property without prior notification and approval of the Board. Nothing in this section shall prohibit the safe storage of starter pistols, signal flare guns, or historic firearms on the Property. Ceremonial discharge of firearms, using "blanks" in conjunction with Special Events, regattas or educational program will be permitted with prior notice to the Board.

8. Alcohol

All state and federal laws regarding the distribution and consumption of alcohol shall be observed by any Member, Occupant, Tenant, and guests of the previously mentioned. Alcohol may not be sold on the premises without previous approval of the Board, compliance with all liquor licensing laws and proper notice to and holding of appropriate insurance coverage.

9. Parking

a. Auto Repairs

Automobile repairs are prohibited on site.

b. Parking Prohibited

Parking is prohibited on the east side of M-22 or in the M-22 right of way.

c. Long Term Storage

Long term storage of automobiles shall not occur on the common area parking lots. In the event long term storage of automobiles is secured for an inside storage unit, such storage shall occur under Best Environmental Practices, which may include the placement of an impervious mat or an oil absorbent mat under the stored vehicle.

10. Signs

All permanent Signs, freestanding or attached to a building, as well as any temporary signs for the purpose of event identification and or fundraising activities shall comply with all local, state and federal laws regarding the placement of such signs. Furthermore, all permanent signs shall be approved by the Alliance Board prior to their purchase and placement. This Use Restriction shall be applicable to all Members, Occupants and Tenants of the property so that no one user may, through their signage, adversely effect another's ability to have appropriate signage.

11. Animals

Animals shall be under the direct control of the owner at all times. Any damage or injury caused by a visiting animal shall be the complete and whole responsibility of the animal's owner. The owner of the animal shall be responsible for cleaning any litter left behind by the animal.

PART 201 CITIZEN'S GUIDE

Due Care Requirements

For owners or operators of contaminated property

This handout describes the "Due Care" requirements for owners and operators of property that is contaminated.

Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), specifically requires that owners and operators take due care measures to ensure that existing contamination on a property does not cause unacceptable risks and is not exacerbated. Such measures include evaluating the contamination and taking necessary response actions. Due care requirements are not related to the owner or operator's liability for the contaminants; they apply to non-labile parties and liable parties alike. The due care requirements were designed so contaminated properties could be safely redeveloped.

◀ ◀ NOTE ▶ ▶

This is a guidance document from the Michigan Department of Environmental Quality (DEQ). A thorough review of the statute, administrative rules, and guidelines should be completed before making site-specific decisions.

The Part 201 statute, Due Care Administrative Rules and guidelines are available electronically at this DEQ web site: www.michigan.gov/bea.

DUE CARE REQUIREMENTS SECTION 20107a

An owner or operator of a facility shall do all of the following with respect to hazardous substances at a facility:

- ▶ Prevent exacerbation of the existing contamination.
- ▶ Prevent unacceptable human exposure and mitigate fire and explosion hazards to allow for the intended use of the facility in a manner that protects the public health and safety.
- ▶ Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.
- ▶ Provide notifications to the DEQ and others.

A facility is defined in Section 20101 of the NREPA. Further information can be found electronically on the DEQ Web Page:

- ▶ *Part 201 Rules 744 - 752*
(www.michigan.gov/deq; select Land, Land Cleanup, Site Investigation & Cleanup; scroll down to Laws & Rules, select Part 201 Rules)
- ▶ *Part 201 Citizen's Guide on Baseline Environmental Assessments*
(www.michigan.gov/bea; scroll down to Information, select BEA Citizen's Guide)

The requirements for due care are summarized on the next few pages and are also specified in the Due Care Administrative Rules (www.michigan.gov/bea; scroll down to Laws & Rules, select Section 20107a "Due Care" Administrative Rules).

A fact sheet on Michigan's environmental cleanup program from ...



Remediation and Redevelopment Division (RRD)
Michigan Department of Environmental Quality
PO Box 30426

Lansing MI 48909-7926

Main Telephone: 517-373-9837

Internet: <http://www.michigan.gov/deq>

*Jennifer M. Granholm, Governor * Steven E. Chester, Director*

PREVENTING EXACERBATION

Exacerbation occurs when an activity undertaken by the person who owns or operates the property causes the existing contamination to migrate beyond the property boundaries. Examples of exacerbation include: the mishandling of excavated contaminated soil such that contamination now migrates off-site; pumping contaminated water from footing drains into a nearby ditch; or creating a new migration pathway by putting a utility line through a zone of highly contaminated groundwater. An owner or operator can also exacerbate contamination by changing the facility conditions in a manner that would increase the response activity costs for the liable party. An example might be to place a building over the source of the existing contamination. A person that causes exacerbation would be liable for remediation of the contamination they caused or paying the increase in the response activity costs.

PREVENTING UNACCEPTABLE HUMAN RISK

Owners and operators must exercise due care by undertaking response activities that are necessary to prevent unacceptable exposures to contamination. The existing contamination must be evaluated to determine if the people using or working at the property would be exposed to contamination at levels above the appropriate criteria. Criteria for differing land uses can be found in the Part 201 Administrative Rules (Rules 744-752). For example, if groundwater used for drinking is contaminated above the drinking water criteria then the owner and operator must provide an alternative water supply. If soils are contaminated above the direct contact criteria for the appropriate land use at the surface of the property, then people must be prevented from coming into contact

with those soils by restricting access, installing a protective barrier, or removing contaminated soil. Protective barriers can be clean soil, concrete, paving, etc. In some instances, remediation of the contamination may be the most cost effective due care measure. In addition, if there is a potential unacceptable risk for utility workers or people conducting activities in an easement, then utility and/or easement holders must be notified in writing of the conditions by the owner or operator. If there is a fire and explosion hazard, the local fire department must be notified and the situation must be mitigated.

TAKING REASONABLE PRECAUTIONS

Taking reasonable precautions against the reasonably foreseeable actions and omissions of a third party means trying to prevent things that could cause a third party to be exposed to an unacceptable risk. This might include: notifying contractors of contamination so they can take proper precautions; preventing trespass that would result in an unacceptable exposure (neighborhood kids playing in a vacant industrial yard that has direct contact hazards); taking actions to secure abandoned containers so they don't get damaged by traffic, etc.

DUE CARE DOCUMENTATION

Owners and operators must maintain documentation that due care needs have been evaluated and any response actions that are needed have been taken. If applicable, maintenance and repair of the response action must also be documented. The documentation does not need to be submitted to the DEQ, but must be available for the DEQ to review upon request within 8 months of becoming the owner or operator or of having knowledge that the property is a facility. Documentation

requirements are described in the Due Care Administrative Rules. If a person is petitioning the DEQ to review a Baseline Environmental Assessment (BEA), that person may request the DEQ to also review a Section 7a Compliance Analysis. This is a report of the evaluation of the due care needs and a plan for response actions. The required format and content for the Section 7a Compliance Analysis to be submitted with a BEA are provided in the BEA Instructions, available from DEQ District Offices and the DEQ Web Page: www.michigan.gov/bea. The DEQ has developed a Citizen's Guide on BEAs that is also available at the above Internet address.

NOTIFICATION

The Due Care Rules require notification to the DEQ and others in the following circumstances:

- ▶ Notify the DEQ if there are discarded or abandoned containers that contain hazardous substances on the property; see Form EQP 4476.
- ▶ Notify the DEQ and adjacent property owners if contaminants are migrating off the property; see Form EQP 4476.
- ▶ Notify the local fire department if there is a fire or explosion hazard.
- ▶ Notify utility and easement holders if contaminants could cause unacceptable exposures and/or fire and explosion hazards.

These notices must be made within 45 days of becoming the owner or operator, or of having knowledge of the conditions. The forms are available at DEQ District Offices and the DEQ Web Page: www.michigan.gov/bea.

EXEMPTIONS/LIMITATIONS

Part 201 provides an exemption to the Due Care requirements for the following entities:

- ▶ A local unit of government (LUG) that involuntarily acquires title or control of property by virtue of its governmental functions, or the property is transferred to the LUG from the state or a LUG that is not liable under Part 201.
- ▶ A LUG that has an easement interest or holds a utility franchise for a transportation or utility corridor or public right of way.
- ▶ A LUG that is not liable and is leasing the property to a non-liable party.
- ▶ An owner or operator of property where the contamination is migrating onto the property.
- ▶ An owner or operator of a utility franchise on the property.
- ▶ An owner or operator of the severed mineral rights to the property.

This exemption does not include exacerbation caused by the owner or operator. While Part 201 provides these exemptions, it may be in the owner or operator's best interest to ensure the property is safe for the intended use and that they do not cause a new release by their actions or exacerbate pre-existing contamination. Section 201071(5) specifies utilities and severed mineral right owners must exercise due care in regard to their own activities.

SOURCES OF INFORMATION

DEQ Environmental Assistance Center:

1-800-662-9278

DEQ BEAs & Due Care Web Page:

www.michigan.gov/bea

(includes DEQ District Office locations)

DEQ Contacts:

Remediation and Redevelopment Division

Part 201 (Environmental Remediation)	Part 213 (Leaking Underground Storage Tanks)
Rhonda Klann	Jeanne Schlaufman
989-686-8025 ext. 8302	586-753-3823
klannr@michigan.gov	schlaufj@michigan.gov

Geological and Land Management Division

Parts 615, 625 -- Oil/Gas/Mineral Wells
 Janice Smith, 517-241-1551
smithj6@michigan.gov

