

Lease Agreement

This Lease Agreement (“Lease”) is made between the Landlord and Tenant hereinafter identified and constitutes a Lease of the Demised Premises on the terms and subject to the agreements set forth.

1 Certain Basic Lease Provisions, Exhibits

1.1 Certain Basic Lease Provisions

- (a) Date of this Lease: _____, 2020
- (b) Landlord: The City of Milwaukee, Wisconsin, acting by and through its Board of Harbor Commissioners as Port Milwaukee
- (c) Address of the Landlord: Port Milwaukee, 2323 S. Lincoln Memorial Drive, Milwaukee, WI 53207, Attn: Adam Tindall-Schlicht, Director.
- (d) Tenant: Pearl Seas Management (USA) LLC, A Delaware limited liability company
- (e) Address of Tenant: 741 Boston Post Road, Suite 250, Guilford CT 06437
- (f) Commencement Date: January 1, 2021.
- (g) Lease Term: 10 years (2021 – 2030) with 1 option to extend the Lease Term for an additional 10 years (2031 – 2040).
- (h) Demised Premises: Demised Premises: includes (i) the full time exclusive lease of the Exclusive Lease Area (100 square feet) shown on Exhibit A (attached hereto and made a part hereof) near 530 N. Harbor Drive; Milwaukee, WI 53202, (ii) the periodic scheduled right to exclusive use of the wharf and bulkhead area (“Docking Area”) shown on Exhibit A, and (iii) the non-exclusive use of all common or shared areas in the Facility, including without limitation, parking area, drop off areas and turnarounds during scheduled docking time periods. The “Facility” is commonly known as Pier Wisconsin Port Milwaukee and is shown on Exhibit A.
- (i) Basic Rent: In each of the following calendar years the Basic Rent shall be the combination of the Per Passenger Rate and the Docking Fee for such year.

The Per Passenger Rate (otherwise defined as “Wharfage” in the Port of Milwaukee Municipal Port Tariff) shall be the following amounts for each of the following calendar years per entire vessel visit, per passenger onboard:

<u>Year</u>	<u>Per Passenger Rate</u>	<i>(Base Lease)</i>
2021	\$7.50	
2022	\$7.75	
2023	\$8.00	
2024	\$8.25	
2025	\$8.50	
2026 – 2030	\$9.00	

<u>Year</u>	<u>Per Passenger Rate</u>	<i>(Option to Extend)</i>
2031	\$9.50	
2032	\$9.75	
2033	\$10.00	
2034	\$10.30	
2035	\$10.61	
2036 – 2040	\$10.95	

The Docking Fee (otherwise defined as “Dockage” in the Port of Milwaukee Municipal Port Tariff) shall be an amount per day during which one of Tenant’s vessels is docked at the Premises for each of the following calendar years. (Tenant shall also pay an additional \$50,000 to Port Milwaukee before December 31, 2020):

<u>Year</u>	<u>Docking Fee</u>	<i>(Base Lease)</i>
2021	\$710/day	
2022	\$730/day	
2023	\$753/day	
2024	\$775/day	
2025	\$800/day	
2026 – 2030	\$825/day	

<u>Year</u>	<u>Docking Fee</u>	<i>(Option to Extend)</i>
2031	\$850/day	
2032	\$875/day	
2033	\$900/day	
2034	\$930/day	
2035	\$955/day	
2036 – 2040	\$985/day	

- (j) Omitted.
- (k) Participating Brokers: None

- (1) **Permitted Use/Turnarounds:** The Permitted Use is for mooring and docking Tenant's (and Tenant's affiliate's) vessels and third-party vessels for loading and unloading passengers and vessel supply and maintenance activities, and related activities for the operation of a Great Lakes cruise business. For the purposes of this agreement, "Tenant's affiliate's" and "third-party vessels" is strictly defined as those brands and/or companies under the ownership of Pearl Seas Cruises and/or American Cruise Lines. It is the parties understanding that Tenant will primarily conduct turnaround operations for cruises on vessels operating one-way cruise itineraries beginning or ending in Lake Michigan at the Facility and expects to conduct at least 5 turnaround operations at the Facility each year, subject to force majeure, casualty events, and temporary cessations; provided that Lake Superior cruises and round trip cruises from ports on Great Lakes as well as one-way cruises that do not begin or end at on Lake Michigan are not required to conduct turnaround operations at the Facility. The parties understand that in the cruise ship business a "turnaround" is a day or days when one set of passengers departs a ship and another set embarks. In the event either the Landlord or Tenant breaches its respective obligations with respect to turnaround operations at the Facility (including the Landlord's obligation to maintain the Facility as a high quality and fully functional and operational cruise ship port facility as described below), only those obligations of the non-breaching party that relate to the turnaround obligations which are set forth in this Section 1.1(1) shall temporarily not be binding until the breaching party once again complies with those obligations in the next year. For the purposes of this agreement, both parties (Landlord and Tenant) agree that Pier Wisconsin, in its current state at the time of signing, meets the definition of a "high quality and fully functional and operational cruise ship port facility" (e.g. providing a safe, efficient and reliable facility for the dockage of cruise vessels, including necessary tie-ups, and the exchange of passengers).

1.2 Exhibits to Lease. The following Exhibits are attached to this Lease and incorporated herein by this reference. In the event of any inconsistency between such Exhibits and the terms and provisions of this Lease, the terms and provisions of the Exhibits shall control.

Exhibit A – Demised Premises, Exclusive Lease Area and Facility Depiction

2 Demise, Term and Landlord's Services

2.1 Demised Premises.

Subject to the provisions, covenants and agreements herein contained, and in consideration of the keeping, observance and performance by Tenant of such provisions, covenants and agreements and the payment by Tenant of the rents herein reserved, Landlord does hereby demise and lease the Demised Premises to Tenant, and Tenant does hereby accept such

demise and lease, to have and to hold for the Lease Term. Landlord represents and warrants that the Landlord owns fee title to the Demised Premises and that Landlord did not acquire such title by eminent domain or condemnation.

2.2 Purpose. This lease of the Demised Premises provides Tenant priority docking rights for its vessels and shoreside operations at the Demised Premises by granting it first docking rights over any other docking reservations or requests for the Demised Premises and Facility. Other vessels are therefore permitted to use the Demised Premises at the city's discretion when Tenant's and its affiliates vessels are not in port and have not scheduled time periods for use. Tenant's docking rights and priority scheduling will have priority to Landlord's other use of the Facility (for example, fireworks events) and events adjacent to the Facility (to the extent within Landlord's control), which events shall be rescheduled by Landlord (to the extent within Landlord's control if outside of the Facility), should any such use or event conflict with Tenant's scheduled use of the Facility. All reservations, including prioritized and alternate, can only be accepted by the Landlord as definitive for Pier Wisconsin.

3 Term

The initial term of this Lease shall commence on the date approved and signed by both parties, and shall expire ten (10) years from that date, unless sooner terminated, provided that Tenant shall have one (1) option to extend the Lease Term for additional terms of 10 years each, exercisable at the discretion of Tenant on the same terms as set forth in this Lease. The initial term of this Lease is defined as 2021 – 2030 and the option to extend the Lease for an additional 10 years is defined as 2031 – 2040. Tenant must give notice of the option to extend no later than 60 days prior to the end of initial term. The initial term of this Lease and any additional terms are together the “**Term**” or “Lease Term” of this Lease. The agreed upon Per Passenger Rate and Docking Fee rate for the Lease Term are defined explicitly in Section 1.1.i. The agreed upon Minimum Rent Amounts for the Lease Term are defined explicitly in Section 5.

4 Permitted Use

During the Term of this Lease, Tenant shall have priority exclusive periodic use of the Docking Area during scheduled time periods, exclusive use of the Exclusive Lease Area at all times and non-exclusive use of the remainder of the Demised Premises during scheduled docking time periods for the purpose of mooring and docking for loading and unloading passengers, vessel supply and maintenance activities, and related activities for the operation of a Great Lakes cruise business in a manner and of quality generally found in service of its kind. Tenant releases Landlord from the acts and conduct of Tenant, including its officers, directors, employees, agents, guests and invitees in, on and around the Demised Premises, unless explicitly specified in this Lease, as particularly defined in Section 11 and elsewhere.

Tenant may temporarily cordon off the boarding area, place signs and decorations in the loading area, and otherwise use the boarding area so as to provide safe and efficient loading and unloading of passengers and baggage so long as the area is substantially returned to its

prior condition after boarding and unboarding is completed. Tenant may also use at all times the Exclusive Lease Area, which is part of the Demised Premises, for installation of signage and any lawful use related to the Tenant's permitted use. Activities conducted will be in full compliance with all City, State, and Federal requirements, including but not limited to the U.S. Coast Guard.

First Docking Rights

Tenant may schedule docking time periods for the Docking Area with Landlord up to 60 months in advance of the first date of the Tenant's tourism season (traditionally from April to November) for each calendar year. No other reservations for other parties may be granted by Landlord to other parties for the Docking Area of the Facility more than 23 months prior to the date of each such reservation, except those dockings scheduled in writing by Landlord prior to the date hereof which have been disclosed to Tenant in writing prior to the date hereof. The Landlord will only request alternate reservations at Pier Wisconsin if the minimum turnaround stays by the Tenant have already been scheduled for a defined annual cruise season within the 23 to 60 month priority window. Any request received by the Landlord of the Tenant during the 23 to 60 month priority window will be prioritized, even in those cases in which an alternate reservation has been previously accepted by the Landlord with written disclosure to the Tenant, per the above. The Landlord may accept any booking within the 30 day to 23 month window. All reservations, including prioritized and alternate, can only be accepted by the Landlord as definitive for Pier Wisconsin.

Other Priority Docking Rights

Tenant will have the right to modify docking schedules for the Docking Area at any time within 30 days of arrival due to unforeseen circumstances. If unforeseen circumstances (such as weather, Great Lakes water levels, equipment failure, or USACE activities) necessitate modifications to the itinerary, Tenant may notify Landlord and Landlord shall compel any conflicted scheduled dockings by other users to move elsewhere or to a different unscheduled date and time. Landlord represents and warrants that no other person or entity currently has docking rights at the Facility except those dockings scheduled in writing and disclosed in writing to Tenant prior to the date hereof, and Landlord covenants that no person or entity shall have docking rights at the Docking Area which have priority over or in any way consistent with Tenant's rights hereunder.

5 Rent for Demised Premises

The Tenant shall pay the Basic Rent for the Demised Premises in arrears on or before the tenth (10th) day of each month; such rent to be in the amount of the Docking Fee and Per Passenger Rate payable for the Demised Premises during the prior month as set forth in Section 1.1(i) hereof. The Basic Rent calculated on the basis of Docking Fees and Per Passenger Rate payable by Tenant, together with any other amounts payable by Tenant pursuant to this Lease shall be included in the meaning of the term "**Rent**" as used in this Lease. The total Rent and other amounts paid by Tenant to Landlord for each calendar year of the initial Term of this Lease (including the collective Docking Fees, Per Passenger Rates,

and all other amounts paid by Tenant to Landlord under the Municipal Port Tariff, as defined below, in any given calendar year shall not be less than the following amounts for each of the following calendar years (“Minimum Rent”) and if such total Rent and other amounts paid in any such calendar year is less than such Minimum Rent, Tenant shall pay the remainder of the Minimum Rent to Landlord within 30 days after written request by Landlord after the end of such calendar year:

<u>Year</u>	<u>Minimum Rent Amount</u>	<i>(Base Lease)</i>
2021	\$42,100	
2022	\$43,400	
2023	\$44,800	
2024	\$46,105	
2025	\$47,516	
2026 – 2030	\$50,000	

<u>Year</u>	<u>Minimum Rent Amount</u>	<i>(Option to Extend)</i>
2031	\$51,500	
2032	\$53,045	
2033	\$54,640	
2034	\$56,275	
2035	\$57,965	
2036 – 2040	\$60,000	

The Tenant is shall also pay to the Landlord an additional \$50,000 before December 31, 2020 per Section 1.1(i) of this Lease.

Tenant’s obligations with respect to Minimum Rent shall end and terminate in the event Landlord breaches this Lease and/or in the event the condition or operation of the Facility deteriorates or it is no longer a high quality, fully operational cruise ship port facility.

Additional services, as requested by the Tenant, may apply as contributing to the Minimum Rent Amount annually, as determined by reference to the appropriate provision of, and rate established by, the Municipal Port Tariff, as may be in effect at the time that the charge is incurred. Tenant agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commence of this Lease and of any successor or equivalent document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Lease unless an alternate rate or provision is alternately described and agreed upon to in this Lease.

6 Condition of Demised Premises, Improvements

By entering into this Lease, Landlord and Tenant agree to certain terms and conditions for current and future repairs and improvements to the Demised Premises and maintenance of the Demised Premises for future normal wear and tear for the Term of this Lease as

follows:

6.1 Landlord warrants that the Facility and all portions thereof are complete, ready for use, in good working order and repair and in compliance with all laws, ordinances, regulations and codes.

6.2 Landlord agrees that Landlord shall maintain the condition and make necessary repairs and replacements to the Demised Premises and Facility and all components thereof in no less than the condition of the same as of the date hereof and in good working order and repair and in compliance with all laws for Tenant's use. In the event Landlord fails to properly comply with the foregoing, Tenant may terminate the Lease with written notification to Landlord.

6.3 Landlord agrees that Tenant shall be allowed to make alterations (including alterations, improvements, furnishings, and fixtures) to the Demised Premises necessary and appropriate for it to operate its business on the Demised Premises and otherwise for purposes of the Permitted Use, provided however that Tenant shall make no such alterations to the Demised Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Made alterations may include infrastructure to help protect the safety of the crew, passengers and cruise vessel (e.g. vessel cleats, bollards, line handling support, etc.) Any such alterations by Tenant shall comply with applicable laws, regulations and industry standards. All such alterations to the Demised Premises shall be the property of Landlord at the termination of this Lease except Tenant's trade fixtures which Tenant elects to remove. Landlord will assist Tenant to obtain all necessary permits and related authorizations for the completion of the improvements installed by Tenant.

6.4 Landlord agrees that Landlord shall construct and maintain water utility service in good working order for Tenant's use at the Docking Area. Landlord will make any necessary repairs or upgrades to the utility services to keep them in good working order. Landlord agrees to pay a portion of the expenses of maintenance and repairs to the improvements to the Demised Premises installed by Tenant on terms to be mutually agreed between them pursuant to prompt negotiations in good faith.

7 Omitted.

8 Limitation of Liabilities

8.1 Limitation of Landlord's Liabilities. Landlord shall not be liable, responsible, or accountable in any manner whatsoever to Tenant for any damages or business loss, to Tenant's vessels, goods, wares, merchandise, equipment, property, or effects in or upon the Demised Premises or any part thereof occasioned directly or indirectly by water, gas fluid, steam, electricity or the elements, or by burglary, robbery theft, vandals, or from any source or cause whatsoever of the same or different nature. Such damage or loss shall exclusively be at the risk and expense of Tenant.

8.2 Limitation of Tenant's Liabilities. Tenant shall not be liable, responsible, or

accountable in any manner whatsoever to Landlord for any damages, injury, death, loss, or business loss, to Landlord, the Demised Premises, or the fixtures, furniture, goods, wares, merchandise, equipment, property, or any part thereof occasioned directly or indirectly by or from any source or cause whatsoever, except such as is explicitly assumed by Tenant under Section 4 and/or Section 11.6 hereof. All other damages, injury, death, loss or business loss to Landlord shall be exclusively at the risk and expense of Landlord.

9 Force Majeure/Casualty

If either party hereto is prevented or materially impeded in the performance of any act required hereunder or the operation of its business by reason of act of God, fire, flood, pandemic, or other natural disaster, casualty, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Lease, then (i) performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay (except that if any such condition or delay exceeds six (6) months, then Tenant shall have the option to terminate this Lease upon written notice to Landlord at the end of the calendar year) and (ii) if such event impedes Tenant business operations in whole or part, the required number of turnarounds at the Facility and the Minimum Rent Amounts shall be decreased in such year pro rata based on the time period during which such event continues as it relates to the total prime cruise season in such calendar year, as determined by Tenant. Landlord shall promptly and fully repair, rebuild and restore any loss, casualty, damage or destruction to the Facility and the improvements thereon.

10 Business Operation

10.1 Use of the Landlord Name. Tenant agrees that it is not an agent for Landlord and will at no time represent itself to own or manage Pier Wisconsin or Port Milwaukee's other cruise docks.

10.2 Advertising. Tenant may install temporary signage during its dockings, and may display other signs, placards, or printed material in and about the Demised Premises, provided that no signs, placards, or other advertising matter of any kind shall be displayed in or about the Demised Premises that shall be inconsistent with Tenant's Permitted Use hereunder. Any Tenant signage not located on the Exclusive Lease Area or otherwise allowed herein must be removed at the conclusion of the scheduled docking. This same provision shall apply to any other commercial businesses using the Demised Premises as scheduled by Landlord.

10.3 Special Advertising. Tenant may install one permanently fixed sign at the Facility identifying Tenant. The sign shall be placed on the Exclusive Lease Area or another location mutually approved by Landlord and Tenant. The sign shall include language mutually approved by Landlord and Tenant and will define, at a minimum, Pier Wisconsin, the Landlord, the Tenant, and the dock address.

10.4 Compliance with Laws and Ordinances. Tenant agrees to fully and faithfully observe and comply with all present and future applicable laws and ordinances of the United States, and the state, county and city in which the Demised Premises is located as they pertain to the use of the Demised Premises permitted under this Lease (but not the condition of the Demised Premises); provided that Landlord shall cause the condition of the Demised Premises and Facility itself to comply will all applicable laws and with all environmental and safety laws (collectively, the “**Laws**”) so as to allow Tenant’s use as contemplated hereunder. Tenant agrees to pay all fees and costs associated with Tenant’s compliance with the Laws as to its operations as required hereunder.

10.5 Environmental. Landlord represents and warrants that as of the date of commencement of this Lease, Landlord has not placed on, or in the Facility, and to the best of Landlord’s knowledge there does not exist upon the Facility, any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, or as otherwise amended from time to time, or any regulations promulgated thereunder, and/or any hazardous substance as defined by the Comprehensive Environmental Resource, Conservation and Liability Act of 1980, as amended from time to time, or any regulations promulgated thereunder, or any other federal law or law of the State in which the Demised Premises is located regulating the use or disposal of any hazardous substance, or regulations promulgated pursuant to any such laws. Landlord shall indemnify and hold harmless Tenant from and against any and all damages, liabilities, claims and costs, including reasonable attorneys’ fees, sustained or incurred by Tenant arising out of, or in connection with, any misrepresentation or breach of the aforesaid representation and warranty.

11 Insurance

11.1 Casualty Insurance. Tenant shall at its expense maintain the standard Marine Hull and Machinery Insurance (or the reasonable commercial equivalent if not available) to insure Tenant’s improvements, if any, to the Demised Premises against any damage caused by Tenant’s vessel and agree to name Landlord as additional insured. At Tenant’s expense, Tenant’s marine coverage also shall insure Tenant’s personal property and trade fixtures located at or around the Demised Premises.

11.2 Workers Compensation. Tenant shall, throughout the term of this Lease, at Tenant’s sole cost and expense, carry worker’s compensation insurance applicable to its employees as required by law of the State in which the Demised Premises is located.

11.3 Other Insurance. Tenant shall maintain at Tenant’s expense standard Marine Protection and Indemnity (P&I) liability insurance (or the reasonable commercial equivalent if not available) with respect to Tenant’s business and use of Demised Premises by its passengers and crew in the amount of no less than one million dollars (\$1,000,000.00). Such insurance will cover all claims for property damage or injury to persons including death arising out of or related to Tenant’s, or its agents’, employees’, guests’ and invitees’ use and occupancy of the Demised Premises and any other obligation arising under this Lease. Such Protection and Indemnity Insurance shall provide coverage at least as broad as Form SP-23 or equivalent. Tenant shall endorse such policy with a so-called “misdirected arrow clause”

to afford protection to Landlord as additional insured.

11.4 Form. All policies of insurance maintained by Tenant shall be issued by an insurer licensed to do business in the State in which the Demised Premises is located. Prior to the use of the Demised Premises, Tenant shall provide a Certificate of Insurance, naming Landlord as additional insured and evidencing the coverage required hereunder.

11.5 Omitted.

11.6 Omitted.

11.7 Injury, Loss, Indemnity by Landlord. Landlord assumes all risk of injury, loss, or damage to Landlord and to any persons, goods, materials, or other property, occurring in or around the Demised Premises excluding those claims arising out of Tenant's negligence or willful misconduct in connection with Tenant's use of the Demised Premises. Landlord shall indemnify, defend, and hold harmless Tenant, its officers, directors, captains, vessels, parents, subsidiaries, affiliates, agents, employees, and shareholders from all Claims arising out of Landlord's negligence or willful misconduct. Landlord's agreement to indemnify and hold harmless Tenant shall extend to all Claims by reason of improper or faulty erection or construction of repairs and maintenance on or in the Demised Premises by or for Landlord.

12 Default

12.1 In the event either party breaches any of the covenants and conditions of this Lease, and such breach continues for or is not cured within thirty (30) days after the non-breaching party has notified the breaching party in writing of such breach, the non-breaching party may, without further notice or demand, pursue an action for damages but may not terminate this Lease unless expressly allowed to hereunder.

12.2 This Lease may not be terminated by either party unless expressly allowed hereunder.

12.3 The parties agree that any failure by either party at any time to require performance by the other party of any provision of this Lease shall in no way affect such party's right hereunder to enforce the same, nor shall any waiver by either party of any breach by the other party of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

13 Surrender at Expiration

13.1 Condition of Demised Premises. Upon expiration of this Lease or earlier termination, Tenant shall surrender the Demised Premises in its then current condition, subject to the terms and conditions of this Lease as to improvements installed by Tenant. Depreciation and wear from ordinary use for the purpose for which the Demised Premises was used need not be restored, but all repairs for which Tenant is expressly responsible shall

be completed.

13.2 Removal of Personal Property. Upon expiration of this Lease or earlier termination, Tenant shall remove all of its unattached furnishings, furniture and other personal property and restore all damage caused by such removal. If Tenant fails to do so within 20 days after removal was required in writing by Landlord after termination or expiration, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove unattached personal property and Tenant fails to do so within twenty (20) days after receiving notice from Landlord, then, Landlord may effect a removal and place the property in a public storage for Tenant's account. Tenant shall be liable to Landlord for the reasonable cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses.

13.3 Omitted.

13.4 Tenant agrees to be fully bound and to observe the provisions of the Municipal Port Tariff, per Section 5 of the Lease, as determined annually by the Board of Harbor Commissioners, unless specifically defined elsewhere herein. By mutual covenant, both the Landlord and Tenant shall jointly endeavor to protect the Tenant's use of the Demised Premises from financially onerous regulations which would materially impede and/or adversely affect the Tenant's use of or operations on the Demised Premises throughout the Lease.

14 General Provisions

14.1 Time of Essence. Time is of the essence of the performance of each of the parties' obligations under this Lease.

14.2 Estoppel Certificates. Within 30 days after either party's request the other party shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the certifying party knows of any defaults or breaches that could give rise to a default with notice and passage of time, stating that this Lease is unmodified and in full force and effect, and stating any other matter that may be reasonably requested.

14.3 Notices. Any notices or communication required or permitted hereunder shall be deemed given and made, if in writing, on the date of actual delivery in person or on the date of mailing if deposited in the United States mail, postage prepaid, certified or registered mail return receipt requested, addressed as follows:

If to Tenant: Pearl Seas Management (USA) LLC
Vice President
741 Boston Post Road,
Suite 200
Guilford, CT 06437

If to Landlord: Port Milwaukee
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
Attn: Adam Tindall-Schlicht, Director

Or at such other address as either party may from time to time designate.

14.4 Subordination. Landlord represents and warrants that no deed of trust, mortgage financing or other lien of any sort encumbers the Demised Premises. Upon the request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any deed or deeds of trust or mortgage or mortgages to any bank, insurance company or other lending institution now or hereafter in force against the land and building of which the Demised Premises is a part, and to all advances made or hereafter to be made upon the security thereof, provided the parties named in said deed of trust or mortgage shall agree in writing to recognize this Lease and all of Tenant's rights and Landlord's obligations hereunder in the event of foreclosure by judicial proceeding or otherwise, if Tenant is not then in default. Tenant, upon the request of any party in interest shall execute such instrument or instruments to carry out the intent of this section as shall be required by the request of Landlord.

14.5 Liens. Tenant shall not suffer or permit any mechanics' lien to be filed against the building or land or portions of the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. Landlord does not consent to any contractor, subcontractor, laborer or materialman for any specific improvement, alteration, or repair of or to the Demised Premises of any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit that would give rise to the filing of any mechanics' lien against the Demised Premises. If any such mechanic's lien caused by Tenant shall at any time be filed against the Demised Premises or Landlord, then Landlord shall give Tenant written notice of the same and, Tenant shall cause the same to be discharged of record or otherwise reasonably secured within thirty (30) days after the date of notice of the filing of the same.

14.6 Applicable Law. This agreement shall be construed in accordance with and governed by the laws of the State in which the Demised Premises is located.

14.7 Entire Lease. This Lease, together with other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Lease, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

14.8 Severability. If any provision of this Lease or the application thereof to any persons or circumstances is invalid or unenforceable in any respect for any reason, the validity and enforceability of the other provisions of this Lease shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

14.9 Joint and Several Liability. In the event Tenant now or hereafter consists of more than one person, firm, or corporation, then all such persons, firms or corporations shall be jointly and severally liable under this Lease.

14.10 Memorandum of Lease/Contingencies. Upon Tenant's request, Landlord shall deliver a legal description of the Facility to Tenant and sign and cause to be notarized a memorandum of this Lease requested by Tenant in recordable form which Tenant may record in the public records. Tenant shall have the right to perform title, survey, physical and financial due diligence with respect to this Lease and the Facility and may terminate the Lease by written notice to Landlord on or before the later of (i) 90 days after the date hereof or (ii) the date Landlord executes and delivers to Tenant a memorandum of this Lease for recording in the public records in a form approved by Tenant (the "**Contingency Date**").

14.11 Authority. Landlord represents and warrants that Landlord has full right and authority to enter into this Lease, perform all obligations hereunder and grant Tenant all rights hereunder and that this Lease and such rights are not in conflict with any applicable law.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, in duplicate, as of the day and year first written above, each party by its officer thereunto duly authorized.

LANDLORD

ATTEST:

THE CITY OF MILWAUKEE,
WISCONSIN, acting by and through
its Board of Harbor Commissioners, as
Port Milwaukee

By: _____
Print Name: _____
Its: _____

TENANT

ATTEST:

PEARL SEAS MANAGEMENT (USA) LLC

By: _____
Print Name: _____
Its: _____

Exhibit A
(Exclusive Lease Area, Docking Area and Facility)

Pier Wisconsin
Port Milwaukee
530 N. Harbor Drive
Milwaukee, WI 53202

