

DOCK MANAGEMENT AGREEMENT

By and Between

PORT OF SKAMANIA COUNTY
(Port)

And

AMERICAN CRUISE LINES, INC.
(Dock Manager)

Effective date: February 1, 2025

DOCK MANAGEMENT AGREEMENT

THIS DOCK MANAGEMENT AGREEMENT (“Agreement”) is effective as of February 1, 2025 (“Effective Date”) by and between the PORT OF SKAMANIA COUNTY, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “Port” and AMERICAN CRUISE LINES, INC., a Delaware corporation, qualified to do business in the State of Washington, hereinafter referred to as “Dock Manager.”

In consideration of the fees to be paid, and the covenants and agreements herein contained to be performed, by Dock Manager, Port hereby grants to Dock Manager, and Dock Manager hereby accepts from Port, a license to manage and use that certain gangway (referred to in this Agreement as the “Dock” and depicted in the Management Area on Exhibit A attached to this Agreement) which has access to/from shore via a pier (referred to in this Agreement as the “Pier” and depicted on Exhibit A attached to this Agreement) (the Dock and the Pier collectively referred to as the “Landing”) along the Columbia River, located within the County of Skamania, State of Washington, and ingress and egress thereto, commonly known as 152 SW Cascade Ave, Stevenson, Washington 98648, and Dock Manager does hereby accept such license, to have and to hold for the Dock Management Term. The Landing is further described and depicted in Exhibit A attached to this Agreement.

SUMMARY OF DOCK USE PROVISIONS

The following Summary of Dock Use Provisions are hereby incorporated herewith as part of this Agreement:

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|----|-------------------------|--|
| A. | Effective Date: | February 1, 2025 |
| B. | Licensor: | Port of Skamania County, a Washington municipal corporation |
| C. | Dock Manager: | American Cruise Lines, a Delaware corporation |
| D. | Landing: | The Landing shall mean the Dock, Pier, and berthing dolphins along the Columbia River located at 152 SW Cascade Ave , within Skamania County, as depicted on Exhibit “A” attached hereto and incorporated herein by reference. |
| E. | Permitted Use: | Dock Manager shall manage the use of the Dock for all vessels operating at the Landing for the purposes of loading and off-loading of passengers and vessel operations, and for no other purpose without the Port’s prior written consent. |
| F. | Term: | Twenty (20) years commencing on the Commencement Date |
| G. | Options to Extend Term: | Three (3) Extension Options. Each Extension Option shall extend the term of this Agreement for an additional ten (10) years (each referred to as an “Extension Term”). |

- H. Monthly Base Fee \$4,667.00 per month, which includes all dockages for vessels owned or operated by Dock Manager.
- I. Additional Dockage Fee: Dock Manager may charge other vessels a commercially reasonable fee for scheduling services (the “Dockage Fee”) and will remit to Port 50% of the fees collected.
- J. Monthly Utilities: The Dock shall have access to potable water. Port shall pay the monthly electricity bills for the Landing, except that Dock Manager shall pay all electrical fees used by vessels for shore power if shore power is installed at the Landing. The Dock Manager shall manage water for its use of the dock and shall pay monthly utility bills for use of potable water and shore power (if installed) used by all vessels docking at the Landing and shall have the right to charge vessels for their use of potable water and shore power. Such charges shall be separate from the Dockage Fee and no portion thereof shall be payable to Port.
- K. Refuse Handling: The Dock shall have access to refuse disposal via a dump truck owned and operated by Port and parked in close proximity to the Landing. The dump truck shall transport its load to a transfer station at such times as will enable the dump truck to offload each day the transfer station is open. Port may charge Dock Manager a fee for this service as set forth in Paragraph 7.2, below. Port and Dock Manager may agree at any time to modify the manner of handling refuse from vessels docking at the Landing by amendment in writing to this Agreement.
- L. Fee Due Date: The Monthly Base Fee shall commence on February 1, 2025 (the “Commencement Date”). The Monthly Base Fee shall be due thereafter on the first day of each month.
- M. Port’s Address Information for Notices and Rent Payments:

Port of Skamania County
212 SW Cascade Avenue
P.O. Box 1099
Stevenson, WA 98648
- N. Dock Manager’s Address Information for Notices:

American Cruise Lines
741 Boston Post Road
Suite 200
Guilford, CT 06437

- O. Exhibit(s): Exhibit A: Depiction of the Dock, Pier, and Landing

Exhibit A is attached to and incorporated into this Agreement

1. PURPOSE

1.1. Use. During the Term of this Agreement, Port grants to Dock Manager management authority of the Dock, including management control of the docking schedule for all vessels utilizing the Dock and setting parameters for vessel use (i.e. weather restrictions). Port further grants Dock Manager unlimited access across the Pier to facilitate vessel operations at the Dock and to further facilitate vessel operations or logistics for vessels utilizing the Dock. Dock Manager shall have the right to use the Landing solely for the purpose of mooring and docking for loading and off-loading of passengers, luggage, provisioning, and other activities related to vessel operations (the “Authorized Use”). Dock Manager shall not use the Landing for any purpose other than the Authorized Use including, but not limited to, fueling or operating motorized vehicles on the Pier, without first obtaining the Port’s prior written consent which consent it can deny in its sole and absolute discretion. Dock Manager shall have the right of preferential berthing at the Dock. “Preferential berthing” is agreed to mean that any of Dock Manager’s vessels laden with passengers destined for, or to be laden with passengers originating from, the Dock, shall be berthed immediately upon arrival at the Dock subject to the terms and conditions of this Agreement.

1.1.1. Use by the Port and Public. The Port and the public at-large shall have a right to enter the Pier and use the Pier for pedestrian access, so long as the Port and public’s use does not unreasonably interfere with the Dock Manager’s use of the Landing. The Port shall control or limit public access as it sees fit, so long as the Dock remains a “Public Access Facility” under Homeland Security Requirements.

1.1.2. Use by Third Parties. Dock Manager shall have the right to schedule, charge, and set terms for third party vessels at the Dock, consistent with the Use as described herein. Third party vessels include commercial passenger vessels, recreational vessels, and other vessels using the Dock within the permitted use.

2. TERM

2.1. Commencement Date. The Agreement shall commence on February 1, 2025.

2.2. Initial Term. The initial term of the Agreement will commence on the Commencement Date and, unless extended pursuant to Article 2.3 (Option to Extend) below, shall expire on the last day of the twentieth (20th) License Year following the Commencement Date, unless sooner terminated pursuant to the provisions of this Agreement. A license year (“License Year”) will commence on the annual anniversary of the Commencement Date and end the day before the succeeding anniversary.

2.3. Option to Extend. At the end of the twenty-year Initial Term of this Agreement, Dock Manager shall have three (3) Extension Options. Each Extension Option shall extend the term of this Agreement for an additional 10 years. (each an “Extension Term”).

2.3.1. Exercise of Option. In the event Dock Manager wishes to exercise its option to extend the term of this Agreement, Dock Manager shall notify Port in writing no later than one hundred eighty (180) days before the expiration of the Initial Term or the Extension Term of this Agreement then in effect. Failure of Dock Manager to exercise its option for any Extension Term in a timely manner, time being of the essence, shall terminate such option and any remaining Extension Options. Dock Manager shall not be entitled to renew this Agreement unless the Agreement is in good standing at the time of renewal and the Dock Manager is not in default under the terms of this Agreement or any other lease or agreement with the Port.

2.3.2. Fees During Extension Term. Upon Dock Manager timely exercising its option to extend the term of this Agreement, the term of this Agreement shall be extended on the same terms and conditions of this Agreement, except that at the beginning of such Extension Term the Base Fee shall be adjusted in accordance with Article 4.

3. CONSTRUCTION, MAINTENANCE AND OPERATION OF THE LANDING

3.1 Improvements. Dock Manager shall at its sole cost, make improvements to the Dock within a period of 36 months from the Commencement Date, provided that the 36 month period shall be extended for the time equal to the time between application for, and the issuance of any and all permits in connection with the Improvements. Improvements may include removing the existing landing features within the Dock, constructing new infrastructure, improving utilities at the Landing, docking equipment, and cosmetic improvements (the “Landing Improvements”). Port and Dock Manager acknowledge and agree that during the construction of the Landing Improvements no vessels will be able or permitted to dock in the area where the Landing Improvements are being constructed. Dock Manager shall not proceed with any Landing Improvements or any other Improvements to the Landing without first obtaining Port’s consent to the design of the Dock and all related facilities, which consent will not be unreasonably withheld, conditioned, or delayed. The Landing Improvements shall be the property of Port at the expiration or termination of this Agreement, except for trade fixtures Dock Manager elects to remove. Port will reasonably cooperate with Dock Manager, at no cost to the Port, in Dock Manager’s efforts to obtain all necessary permits and related authorizations for the completion of the Landing Improvements. Dock Manager will use reasonable efforts to diligently pursue the design, permitting, and construction of the Landing Improvements. Dock Manager’s contractor, if any, shall be subject to Port’s prior approval, not to be unreasonably withheld. Port reserves the right to condition its approval upon the Dock Manager providing payment and/or performance bonds satisfactory to Port. All Landing Improvements by Dock Manager shall conform to the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the “ADA”). Dock Manager shall provide Port a copy of the

final “as-built” plans no later than thirty (30) days after completion of any Landing Improvements. To the extent the new infrastructure requires the placement or upgrade of utilities on Port’s property outside of the Landing, Dock Manager shall not construct such utilities without first obtaining Port’s consent, which consent shall be in Port’s sole discretion.

3.1.1 If in Dock Manager’s reasonable estimation the cost of the Landing Improvements will exceed \$2,000,000.00, including all hard and soft costs, Dock Manager may terminate this Agreement during the first 36 months after the Commencement Date (including any extension of the 36-month period for the time equal to the time between application for, and the issuance of any and all permits in connection with the Improvements), upon 120 days written notice to Port. Such written notice shall be timely if given prior to the expiration of the 36-month period as extended.

3.1.2 As used herein, the term “Improvement” means a modification to real property, resulting in an actual change in the nature of the property or an increase in the value of the property. It is distinguishable from routine repair and maintenance, which are activities resulting from normal wear and tear associated with the use of property, and which do not result in a change in the nature or value of the property itself.

3.2 Maintenance.

3.2.1 Dock Manager shall maintain or cause to be maintained, at its sole cost and expense, the Dock and any Improvements constructed by Dock Manager, in a condition reasonably suitable to serve its intended purpose and as reasonably necessary for the business operations of the Dock but in all cases in at least as good of condition as existed on the Commencement Date, reasonable wear and tear excepted, except for damage caused by Port or those acting by, through, or under the authority of, Port.

3.2.2 Port shall maintain or cause to be maintained, at its sole cost and expense, the Pier and all portions and features of the Landing not required to be maintained by Dock Manager pursuant to Section 3.2.1, in a condition reasonably suitable to serve its intended purpose and as reasonably necessary for the business operations of the Landing, but in any event in at least as good of a condition as existed on the Commencement Date, reasonable wear and tear excepted. In the event that the Port does not commence such maintenance work within one hundred twenty (120) days after receipt of written notice from Dock Manager that maintenance is required and diligently continue such maintenance until completed, Dock Manager may at its expense undertake such maintenance and the Port shall reimburse the Dock Manager for the reasonable cost of such maintenance within 30 days of an invoice together with reasonable evidence of such expenses.

3.3 Port Owns the Landing. The Port shall at all times be the sole owner of the Landing. The Port, on behalf of itself and others permitted to use the Landing, reserves all rights with respect to the Landing, subject to the exclusive license for non-exclusive use rights granted to the Dock Manager pursuant to this Agreement.

3.3.1 Prior to executing this Agreement, Dock Manager has fully and carefully inspected the Landing. Dock Manager accepts the Landing, including all existing improvements thereon, "as is", without further maintenance liability on the part of the Port, except as specifically set forth in this Agreement. Dock Manager is not relying on any representations of Port as to the Landing's condition, suitability, zoning restrictions, or usability, except Port's right to license the Dock to Dock Manager.

4. LICENSE FEE

4.1. Base Fee. The monthly Base Fee for the Initial Term shall be Four Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$4,667.00) per month, subject to the Fee adjustments set forth in Article 5.4.

4.2. Third Party-Dockage Fee. In addition to the Base Fee, the Dock Manager shall pay to Port a Dockage Fee of 50% of all fees it collects for other vessels docking at the Dock.

4.2.1. Payment Timing. The Third-Party Dockage Fee shall be paid by Dock Manager to Port annually on December 1 of each calendar year and shall be calculated as the sum of all fees collected by Dock Manager for the use of the Landing by third parties divided by two. Any vessel utilizing the Dock that is not owned or operated by Dock Manager shall be charged a fee and such fee shall be split 50/50 between Port and Dock Manager.

4.2.2. Port's Right to Audit the Dockage Fees. Upon request, the Port shall be entitled to review Dock Manager's records, documents and files related to vessels berthing at the Dock and the Dockage Fees incurred and paid by the Dock Manager to Port.

4.3. Base Fee Payment. The Base Fee shall be paid in monthly installments in advance, within the first ten (10) days of the month in which payment is due; and all other charges payable to Port under the terms of this Agreement (except Dockage Fee) shall be paid within thirty (30) days of the date that Port delivers the invoice for such charge to Dock Manager.

4.4. Late Charges. Simple interest at the rate of one percent (1%) per month will be assessed against past due amounts due and owing hereunder including, but not limited to, the base Fee and Dockage Fee. Additionally, if any amount due is not received timely, Dock Manager shall pay Port a late charge of One Hundred Dollars (\$100.00) or five percent (5%) of the delinquent payment, whichever is greater. All accrued interest and late charges shall be paid no later than the first (1st) day of the subsequent month.

4.5. CPI Base Fee Adjustments. Beginning on the third anniversary of the Commencement Date and continuing every three (3) years thereafter until expiration or earlier termination of this Agreement, the Base Fee shall be adjusted to reflect the cumulative increases in the Consumer Price Index (“CPI”) as follows.

4.5.1. Definitions:

“Adjustment Date” means the date of the applicable adjustment as set forth above.

“Prior Index” shall mean the CPI published on or most recently prior to the date of the last CPI fee adjustment or market rate adjustment under this Agreement.

“CPI” means the Consumer Price Index for All Urban Customers-Western Region All Items, 1982-84=100 Published by the Bureau of Labor Statistics of the United State Department of Labor. In the event the CPI is discontinued, any official consumer price index that supplants the CPI, whether so named or designated or not, issued by any authorized agency of the United States shall be used. If no such official consumer price index supplants the CPI, the Port shall select a reasonably comparable index.

“Current Index” shall mean the CPI published on or most recently prior to the Adjustment Date.

The Base Fee shall be increased to reflect the increase, if any, in the CPI between the Adjustment Date and the date on which the Base Fee was last adjusted (the “Comparison Date”). For the purpose of adjusting Base Fee on the first Adjustment Date, the Comparison Date will be the Commencement Date. On each Adjustment Date, the Base Fee then in effect will be increased, but not decreased, by multiplying the Base Fee by a fraction, the numerator of which is the Current Index, and the denominator of which is the Prior Index. Notwithstanding the foregoing provisions of this Article 4.5, in no event shall any adjustment result in a reduction of the Base Fee.

5. PAYMENTS OTHER THAN LICENSE FEE

5.1. Licenses, Fees and Taxes. Dock Manager shall be liable for, and shall pay throughout the term of this Agreement in addition to the License Fee, all licenses, fees and taxes covering the business conducted on the Landing, together with all taxes, assessments and other charges which may be levied or imposed upon the Dock or any part thereof or on property of Dock Manager on the Landing and any taxes on the Dock Management rights created by this Agreement, whether they be assessed against the Port or Dock Manager.

5.2. License Fee is Net to Port. It is the purpose and intent of the parties hereto that the License Fee payable hereunder shall be absolutely net to Port so that this Agreement shall

yield, net, to Port the Fee as herein provided, free of any charges, assessments or impositions of any kind charged or assessed, or imposed on or against the Landing, and without abatement, deduction or setoff by Dock Manager, and Port shall not be expected or required to pay any such charge, assessment or imposition therefore, or be under any obligation or liability hereunder except as herein expressly set forth.

6. POSSESSION

Prior to taking possession of the Dock, Dock Manager shall examine the Landing and, by taking possession of the Dock, accepts the Landing in their then current condition, and acknowledges that Port has not made any promises for improvements.

7. UTILITIES AND ACCESS

7.1 Port shall make potable water and refuse service as provided in paragraph K of the Summary provisions available on the Dock. Upon Commencement, Dock Manager shall be solely responsible for the costs associated with its usage of potable water and refuse and recycling service to the Dock. Port shall maintain lighting on the Landing consistent with its control of public access. In the event Dock Manager installs electrical utilities providing shore power to vessels at the Dock, the Dock Manager shall independently meter such shore power usage. Dock Manager shall make any necessary arrangements to have such services or utilities billed directly to and paid for directly by Dock Manager, and shall terminate those services upon expiration or earlier termination of this Agreement.

7.2 Port shall charge Dock Manager a fee for refuse service (the "Refuse Fee") each time Port empty's the dump truck containing Dock Manager's refuse calculated as follows: (i) all fees paid by Port to the transfer station for disposal of the refuse, plus ten percent (10%) plus (ii) two (2) hours of the Port's maintenance manager's then-applicable fully burdened salary (the "Hourly Charge"). The Hourly Charge shall be: (i) subject to a 50% premium charge on weekends and holidays and (ii) increased annually to reflect Port's maintenance manager's increased fully burdened salary.

8. ENVIRONMENTAL PROVISIONS

8.1. Undertaking by Dock Manager. Dock Manager covenants to comply with all requirements of any federal, state, or local law, regulation, order, or any judgment or decree regarding the environment applicable to Dock Manager's operations during the term of this Agreement.

9. GENERAL INDEMNITY

9.1. Dock Manager's Indemnity to Port. Dock Manager shall defend, with legal counsel reasonably acceptable to Port) indemnify, and hold harmless the Port, and its officers, employees, and/or agents, from any and all demands, claims, judgments, or liability

including legal fees and costs, for loss or damage arising as a result of accidents, injuries, or other occurrences on the Landing or on Port's other property to the extent, (i) occasioned by either the negligent or willful conduct of the Dock Manager and/or its agents; or (ii) made by any person or entity holding under y the Dock Manager, or any person or entity on the Landing or Port's other property as a result of Dock Manager's Authorized Use, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages were caused by the negligence or willful misconduct of the Port. This defense indemnification obligation shall survive termination or expiration of this Agreement.

9.1.1. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES. For purposes of the foregoing indemnification provision, and only to the extent of claims against Dock Manager by Port under such indemnification provision, Dock Manager specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the Parties hereto.

9.2. Environmental Indemnification. Dock Manager shall defend (with legal counsel reasonably suitable to Port) , indemnify, and hold Port harmless, including legal fees and costs, from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Landing or Port's property to the proportionate extent caused by the activity of the Dock Manager, and/or its agents, subtenants, or any other person or entity (i) on the Landing as a result of, arising out of, or relating to Dock Manager's operations under this Agreement or any previous agreement between Dock Manager and Port; or (ii) on Port's property as a result of, arising out of, or relating to Dock Manager's operations during any period of time that Dock Manager has occupied all or a portion of the Landing during the Term of this Agreement or any previous agreement between Port and Dock Manager. It is the intent of the Parties that Dock Manager shall be responsible and shall defend and hold Port harmless from any Hazardous Substances that have or may occur on the Landing or Port's property as a result of, arising out of, or relating to Dock Manager's operations since Dock Manager first occupied the Landing, or other portion of the Port's property, through this Agreement, or any previous agreement between Port and Dock Manager. The term "Hazardous Substances" as used herein shall mean any substance heretofore or hereafter designated as hazardous or deleterious under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Washington Water Pollution Control Act, RCW 90.48 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive

Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act (“MTCA”), RCW 70A.305 et seq., all as amended and subject to all regulations promulgated thereunder.

9.2.1. Unconditional Environmental Obligations. Dock Manager’s defense and indemnity obligations under this paragraph are unconditional, shall not be discharged or satisfied by Port’s re-entry of the Landing or exercise of any other remedy for Dock Manager’s default under this Agreement, shall continue in effect after any assignment or sublease of this Agreement, and shall continue in effect after the expiration or earlier termination of this Agreement.

9.2.2. Environmental Investigations. Although Dock Manager shall not be liable for any Hazardous Substances on the Landing that were not caused, in whole or in part, by the activity of the Dock Manager, and its agents, subtenants, or any other person or entity on the Landing as a result of, arising out of, or relating to Dock Manager’s operations under this Agreement, or any previous agreement between Dock Manager and Port, Dock Manager shall be responsible for the costs of any environmental investigations or remediation arising from the development or use of the Landing by Dock Manager, and Dock Manager hereby releases the Port from any contribution claim for those costs. By way of example only, if the Dock Manager excavates soil at the Landing which contains Hazardous Substances, then the Dock Manager will be responsible for the cost associated with disposing of those soils regardless of when or how the Hazardous Substances were released into those soils.

9.3. Current Conditions and Duty of Dock Manager. Unless otherwise specifically set forth in this Agreement, Port makes no representation about the condition of the Landing, except that Port is not aware of any Hazardous Substances in, on, under, or above the Landing as of the Commencement Date. Hazardous Substances may exist in, on, under, or above the Landing. Dock Manager may conduct environmental assessments or investigations of the Landing prior to or during this Agreement to determine the existence, scope, and location of any Hazardous Substances. If any Hazardous Substances are discovered in, on, under, or above the Landing for which Dock Manager is not responsible under Paragraph 9.2, Dock Manager shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.

9.3.1. Prior Notice of Environmental Investigation. Prior to conducting any environmental investigation of the subsurface of the Landing, the Dock Manager shall provide prior written notice to the Port. Dock Manager shall provide the Port with the results of all such investigations.

9.4. Notification and Reporting. Dock Manager shall immediately notify Port if Dock Manager becomes aware of any of the following:

- a. A release or threatened release of Hazardous Substances in, on, under, or above the Landing, any adjoining property, or any other property subject to use by Dock Manager in conjunction with its use of the Landing;
- b. Any problem or liability related to or derived from the presence of any Hazardous Substance in, on, under, or above the Landing, any adjoining property, or any other property subject to use by Dock Manager in conjunction with its use of the Landing;
- c. Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Landing, any adjoining property, or any other property subject to use by Dock Manager in conjunction with its use of the Landing; or
- d. Any lien or action with respect to any of the foregoing.

9.4.1. Copies of All Environmental Reports. Dock Manager shall, at Port's request, provide Port with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns with the Landing, and which are or were prepared by or for Dock Manager and submitted to any federal, state, or local authorities pursuant to any federal, state, or local permit, license, or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

10. PORT'S RIGHT OF ENTRY

Upon twenty-four (24) hours' prior written notice, Port, its employees, agents and contractors shall have the right to enter all parts of the Dock during Dock Manager's business hours to inspect the Dock, to show the Dock to prospective purchasers, lenders or tenants, or to enforce or carry out any provision of this Agreement, including, without limitation, any access necessary for the making of any repairs which are Port's obligation hereunder. Port, upon reasonable request by Dock Manager, will comply with the reasonable security and safety regulations of Dock Manager, including the requirement of an escort in exercising its rights under this Article. Notwithstanding the foregoing, in the event of an emergency, Port may enter the Dock for such purposes at any time, upon such notice to Dock Manager, if any, as the Port shall in good faith determine to be feasible under the circumstances.

11. LIENS

11.1. Liens, Encumbrances. Dock Manager shall not create or permit to be created or to remain, and within ten (10) days of the creation of the same will discharge, any lien or encumbrance or other charge upon the Landing and any portion thereof caused by reason

of any action or omission of Dock Manager or anyone acting by, through or under Dock Manager. Dock Manager shall promptly notify the Port in writing in the event Dock Manager becomes aware that any such lien, encumbrance or other charged is being claimed.

11.2. Right to Contest Taxes, Assessments, etc. If Dock Manager desires to contest any tax, assessment, reassessment, charge or other item to be paid by it to any governmental authority under this Agreement, whether payable in the name of Port, Dock Manager or both, Dock Manager shall notify Port of its intention to do so at least sixty (60) days prior to the delinquency of such tax, assessment, charge or other item, or such lesser time period as may exist between the date Dock Manager determines to contest such tax, assessment, charge or other item and the date of delinquency of tax, assessment, charge or other item. In either case Dock Manager shall not be in default under this Agreement. Dock Manager may not withhold payment of such tax, assessment, charge or other item without Port's prior written consent, which may be withheld or conditioned at Port's sole and absolute discretion. Payment may be made under protest and with full reservation of the right to a refund. If Port's consent is granted, then within thirty (30) days after the final determination of the validity of such tax, assessment, charge or other item, Dock Manager shall pay and discharge such tax, assessment, charge or other item, to the extent held valid, and all penalties, interest and costs in connection therewith. Dock Manager shall indemnify, defend and hold Port harmless against any liability, obligation, damage, loss, cost or expense, resulting from any such contest.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1. Dock Manager, at its cost and expense, shall obtain all necessary permits and licenses required by federal, state and local authorities, and shall comply and shall cause the Dock to comply, with (a) all federal, state and local laws, regulations, ordinances, orders, and rules affecting any part of the Dock, or the use thereof, the construction of any Improvements and the conduct of business thereon, whether or not any such statutes, laws, rules, orders, regulations, or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, (b) all applicable rules, regulations, tariffs, and policies adopted by the Port from time to time, (c) all rules, orders and regulations of the National Fire Protection Association, Port's casualty insurer(s), and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Dock, and (d) all federal, state and local laws, regulations, ordinances, orders, and rules applying to or regulating the Authorized Use at the Landing.

12.2. Dock Manager shall provide to Port for Port's review and approval, which approval shall not be unreasonably withheld, all draft applications prepared by or for Dock Manager for submittal to any federal, state or local authorities pursuant to any federal, state or local permit or license. These applications include, but are not limited to,

any building or development permit, NPDES permit, Army Corps of Engineers permit, State Hydraulics permit, State Water Quality certification, or Substantial Development permit. Port will have thirty (30) days from Dock Manager's delivery of the application to Port to approve or deny the permit application. Port's approval may not be construed as approval by the responsible jurisdiction issuing the permit.

12.3. Dock Manager reserves the right to contest by appropriate legal proceedings conducted in good faith and with due diligence, any Port regulation adopted after the execution of this Agreement on the ground that said regulation materially impairs its rights under this Agreement; providing, however, that Dock Manager shall comply with any such Port regulation pending the outcome of the contest. Dock Manager's sole and exclusive remedy in the event said regulation materially impairs its rights under this Agreement shall be an injunction preventing the Port from enforcing such regulation against Dock Manager and Dock Manager expressly waives any claim for damages related to or arising out of same. Notwithstanding anything to the contrary contained in this Article 12, Dock Manager's waiver of any claim for damages as set forth in this Article 12.3 (the "Waiver") shall not apply if either (i) a court, arbitrator, or other judicial or quasi-judicial body determines that the Waiver bars Dock Manager from pursuing injunctive relief for any reason, or (ii) Port takes the position that the Waiver bars Dock Manager from pursuing injunctive relief for any reason, including, without limitation, that Dock Manager has an adequate remedy at law.

13. FIXTURES AND EQUIPMENT

Dock Manager, for its own use, shall have the right to place in and on the Dock the Dock Manager's Personal Property as defined herein.

13.1. Dock Manager's Personal Property. Dock Manager's Personal Property shall mean all of Dock Manager's trade fixtures, equipment, supplies and other personal property as may be situated on the Dock from time to time during the term of this Agreement and that may be removed without significant damage to the Dock.

13.2. Duty to Remove. Upon expiration or earlier termination of this Agreement for any reason, Dock Manager shall remove Dock Manager's Personal Property and repair any damage caused by such removal. Dock Manager shall remove Dock Manager's Personal Property not later than the expiration or earlier termination of the Agreement. After removal of the Dock Manager's Personal Property the Dock shall be returned to Port by Dock Manager in the condition set forth in Article 13.3 below.

13.3. Surrender of Dock. Upon expiration or earlier termination of this Agreement for any reason, Dock Manager agrees to turn the Dock over to Port in as good of condition as it was in as of the Commencement Date, in a neat and clean condition, in a good state of maintenance and repair, reasonable wear and tear excepted.

14. INSURANCE

Port and Dock Manager shall obtain and maintain the following insurance during the term of this Agreement:

14.1. Port's Property Insurance. Port shall carry property insurance upon the Landing, except for Improvements made by Dock Manager, with coverage for perils as set forth on the Causes of Loss Special Form, which may in Port's discretion include a coverage extension for the perils of flood and earthquake, and in an amount equal to full replacement cost. Such insurance shall contain a valuation provision in lieu of any coinsurance clause, an increased cost of construction endorsement, debris removal coverage, and a waiver of subrogation endorsement in favor of Port. In the event that the Dock Manager is able to obtain insurance with the same, or better, coverage as that maintained, or planned to be maintained, by the Port as determined by the Port in its reasonable judgment at a lower premium, then the Port shall permit the Dock Manager to obtain such insurance directly (at Dock Manager's expense), and the Dock Manager is during such time period not obligated to pay or reimburse the Port for any other property insurance. Port agrees to reasonably cooperate with the Dock Manager and its insurance agents and representatives in order for the Dock Manager to obtain and obtain quotes for such insurance. In the event Dock Manager provides property insurance for the Landing under this provision and such insurance lapses through no fault of the Port, the Dock Manager shall be solely liable to the Port for any casualty or loss to the Landing that would have been covered by such lapsed insurance.

14.1.1. The insurable value under the policy may be redetermined annually during the term of the Agreement.

14.1.2. The Port shall be the loss payee under such property insurance policy.

14.1.3. In the event of a casualty, all proceeds from said property insurance shall be the property of the Port as its interests may appear to be used in accordance with Article 15 DAMAGE OR DESTRUCTION.

14.1.4. Port shall also maintain general liability insurance in its usual and customary amounts to protect against bodily injury, property damage, or death arising out of use of the Landing by the public and others besides Dock Manager or its employees, agents, invitees, and licensees including, but not limited to, its passengers.

14.1.5. Port shall be entitled to invoice Dock Manager for all commercially reasonable premiums Port pays for property insurance coverage on the Dock. Dock Manager shall pay all such invoices no later than ten (10) days after receipt.

14.2. Dock Manager's Insurance Coverages

14.2.1. General Liability Insurance. Dock Manager, at its sole cost and expense, shall carry at all times while this Agreement is in effect Commercial General Liability (CGL) insurance or Marine General Liability (MGL) insurance covering bodily injury and property damage liability on the Landing and arising out of Dock Manager's use, occupation or control of the Landing, in an amount not less than two million dollars (\$2,000,000) in any one occurrence and in the aggregate. If multiple locations are covered under the same policy, Dock Manager shall provide an aggregate per location endorsement to ensure that the policy limits are available for this location as if it were the only location insured under the policy. Port may impose commercially reasonable changes in the limits of liability consistent with industry standards (i) as a condition of approval of assignment or sublease of this Lease; (ii) upon any breach of the environmental liability provision herein; (iii) upon a material change in the condition of any of Dock Manager's Improvements; (iv) upon a change in the Authorized Use, or (v) upon the commencement of any renewal term. If the liability limits are changed, Dock Manager shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Port. A lapse in coverage shall be considered a default. The CGL policy shall be written on an occurrence basis with the insurer's duty to defend outside of the limits of the policy, meaning that the defense obligation does not erode the liability limits. Any deductible shall be no greater than Twenty-Five Thousand Dollars (\$25,000.00) and defense costs shall satisfy the deductible. All deductibles are the responsibility of Dock Manager. In the event Port pays a deductible, Dock Manager shall reimburse Port no later than thirty (30) days after invoice for the same. No self-insured retentions shall be allowed unless approved by Port in writing. The CGL policy shall provide coverage for damage to Port's property caused by Dock Manager.

14.2.1.1. CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

14.2.1.2. MGL insurance must have no exclusions for non-owned watercraft.

14.3. Worker's Compensation. If required by law, Dock Manager, at its sole cost and expense, shall carry at all times while this Agreement is in effect, Workers' Compensation Insurance providing statutory benefits to employees of Dock Manager in the State of Washington, and Employer's Liability Insurance with limits of not less than \$100,000 per accident or disease and \$500,000 aggregate by disease and a waiver of subrogation in favor of Port.

14.4 Protection and Indemnity Insurance (P&I). Dock Manager shall procure and maintain P&I insurance including hull coverage. This insurance must cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the Landing, including while at a dock, marina and in transit, with limits of liability not less than Three Million Dollars (\$3,000,000). Dock Manager shall be the loss payee for any damage other than damage to property owned by the Port. For the avoidance of doubt, Dock Manager shall be the loss payee for damage to any property or improvements constructed or installed by Dock Manager.

14.5 Property Insurance. Property Insurance against all risk of loss to any of Dock Manager's Improvements or personal property at full replacement cost with no coinsurance penalty provision. The property policy is to be endorsed to include Legal Liability Coverage using ISO Form CP 00 40 04 02 or equivalent, with a limit equal to the replacement cost of the Improvements or personal property.

14.5.1 Dock Manager's Casualty Loss Waiver. Port, and its commissioners, employees, insurance carriers, and insurance policies, shall not be responsible to Dock Manager for any loss, damage, or impairment to Dock Manager's property, whether real, personal or mixed, occasioned by reason of any fire, storm, or other occurrence or event whatsoever. It shall be Dock Manager's sole responsibility to provide its own protection against losses, damage, and impairment of whatsoever kind or nature, regardless of whether or not such loss, damage, or impairment is occasioned by the acts or omissions of Port, Dock Manager, or a third party, or an act of nature. Dock Manager hereby releases and discharges Port, and its commissioners, employees, insurance carriers, and insurance policies, from any claims for loss or damage to Dock Manager's property.

14.6. Excess or Umbrella Insurance. If any Excess or Umbrella Insurance policies are used to meet the limits of liability required herein, said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions, and shall meet all of the liability insurance requirements stated herein, as evidenced by a Following Form Endorsement. Such excess or umbrella carrier shall have a duty to defend Port outside of the policy limits. No insurance policies maintained by the additional insureds, whether primary or excess, shall be called upon to contribute to a loss until Dock Manager's primary and excess liability policies are exhausted.

14.7. General Requirements.

14.7.1. Endorsements. Port shall be named as non-contributing additional insured by way of a policy endorsement at least as broad as ISO Form CG 20 10 and Dock Manager shall furnish to Port an endorsement or endorsements, including any workers compensation insurance required under Article 14.3 above, to such effect in a form acceptable to Port, for all insurance required to be provided by Dock Manager

hereunder. Dock Manager's insurance coverage under this Agreement shall not be changed or canceled without at least thirty (30) days' prior written notice to Port. The defense and indemnification of the Port as an "additional insured" will not be affected by any act or omission by Dock Manager which might otherwise result in a forfeiture of said insurance.

14.7.2. Selection of Insurance Carrier. Dock Manager shall have the right to select the insurance carrier(s) of its choice, provided that such carriers are acceptable to Port, which acceptance shall not be withheld so long as said carriers (i) are authorized to transact the business of insurance in the State of Washington, and (ii) maintain a rating at or better than A by Standard and Poor's Rating Service, A(VIII) by A.M Best Co., or A3 by Moody's Investor's Service.

14.7.3. Multiple Locations. If Dock Manager elects to cover multiple locations under a blanket insurance policy, such insurance shall include a per location endorsement that extends separate liability limits for each location as opposed to sharing one limit.

14.7.4. Higher Insurance Limits. If Dock Manager maintains broader coverage and/or higher limits than the minimums required above, Port requires, and shall be entitled to, the broader coverage and/or higher limits maintained by Dock Manager.

14.7.5. Primary Coverage. For claims related to or arising from this Agreement, Dock Manager's coverage shall be primary and non-contributory, and at least as broad as ISO CG 20 01 04 13 as respects to Port, and its elected officials, employees, or agents.

14.7.6. Waiver of Subrogation. Dock Manager grants Port, and its elected officials, employees, and agents, a waiver of any right to subrogation which any insurer of Dock Manager may acquire against Port by virtue of the payment of any loss under such insurance. Dock Manager shall obtain any endorsement(s) that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Port has received such an endorsement from the insurer.

14.7.7. Separation of Insureds. The CGL policy shall contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit. The CGL policy shall not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

14.7.8. Certificates and Policy Documents. Dock Manager shall provide certificates of insurance, policy declarations, and endorsement pages, and, if requested, copies of any policy to Port evidencing insurance compliant with this Article 14.

Receipt of such documents by Port does not constitute approval by Port of the terms of such policy.

14.4. Alternative Insurance Coverage. In the event that the precise insurance coverage denominated in this Article 14 ceases to be commercially available during the term of this Agreement, Dock Manager shall purchase and maintain alternative insurance coverage as similar as possible to those so denominated and shall consult with and obtain the concurrence of the Port, which concurrence shall not be unreasonably withheld, before choosing such alternative.

15. DAMAGE OR DESTRUCTION

15.1. Reconstruction Obligation. In the event the Landing is damaged or destroyed as a result of a fire or other casualty, then, unless this Agreement is terminated in accordance with Article 15.2, Port shall commence repair, reconstruction and restoration of the Landing to its condition immediately prior to the casualty as soon as reasonably possible and prosecute the same diligently to completion within one hundred eighty (180) days after damage (or, if Port is unable to complete the same within 180 days, then as soon as practicable in the exercise of reasonable diligence), and this Agreement shall remain in full force and effect. In such event Port shall restore the Landing promptly, efficiently, competently, and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials, without unreasonable interference with or disruption to the operations of Dock Manager or other occupants of Port property; provided, that Port shall have no obligation to repair, reconstruct or restore Dock Manager's Improvements or property. All such work shall comply with all applicable codes, rules, regulations and ordinances.

15.2. Option to Terminate. In the event the Landing is damaged or destroyed due to fire or other casualty: (i) during the last year of the term of this Agreement, then either party, at its option, may terminate this Agreement by written notice to the other, in which event Dock Manager shall have no claim to any of Port's insurance proceeds or (ii) at any time during the Term hereof and the proceeds of the Port's insurance will be insufficient to reconstruct the Landing, then the Port may, at its option, terminate this Agreement by written notice to Dock Manager, in which event Dock Manager shall have no claim to any of Port's insurance proceeds. Notice of exercise of the option, to be effective, must be given within sixty (60) days of the date of casualty. Port and Dock Manager shall fully cooperate, both before and after the termination of the Agreement, with any reasonable request by the other party in connection with the collection of any insurance proceeds not yet paid.

15.3. Termination. Upon any termination pursuant to the terms of this Article 15 DAMAGE OR DESTRUCTION, the parties shall be released without further obligation to the other from the date possession of the Dock is surrendered to Port except for sums and

duties which have accrued and are then unpaid or unperformed, including, but not limited to, indemnification obligations under this Agreement.

15.4 Abatement of Base Fee. In the event of repair, reconstruction and/or restoration as provided in Article 15.1 above, the Base Fee payable under this Agreement shall be abated by a percentage of the Base Fee equal to the loss of use of the Dock by Dock Manager.

16. CONDEMNATION

16.1. Option to Terminate. If all or a material part of the Landing, or a necessary means of access to the Landing without a suitable replacement provided by the Port, shall be lawfully condemned or taken in any manner for any public or quasi-public use, then the term of this Agreement shall, at the option of either party, cease and terminate. Such option to terminate shall be exercisable by either party by giving written notice to the other party within thirty (30) days after the date possession of the Landing or other action specified hereinabove shall be taken by the acting governmental or quasi-governmental authority. All awards arising from a total or partial taking of the Landing or a taking for temporary use shall belong to and be the property of the Port without any participation by Dock Manager; providing, that Dock Manager shall have the right to make a separate claim in condemnation proceedings for the value of its license rights herein, trade fixtures, removal expenses, unamortized capital contribution, and relocation expenses as long as any award granted to Dock Manager does not reduce the award to which Port would otherwise have been entitled. Both parties, in cooperation with the other, shall have the right to participate in any condemnation proceedings and be represented by counsel for the purpose of protecting their respective interests hereunder.

16.2. Fee Reduction. If neither party terminates this Agreement as a result of said condemnation, this Agreement will continue and the fee payable hereunder shall be reduced by a fair and just proportion attributable to the portion of the Dock so taken by condemnation.

17. DEFAULT

17.1. Event of Default. Each of the following shall be deemed an “Event of Default”:

17.1.1. Failure to Pay Fee. If Dock Manager fails to pay a fee or any other monetary sum set forth herein when payment is due; providing, however, that Port may not terminate this Agreement on account of such failure unless such failure remains uncured ten (10) days after written notice of such default is given by Port to Dock Manager.

17.1.2. Breach of Covenants. If Dock Manager neglects or fails to perform or observe any of the covenants, terms and conditions in this Agreement on its part to be observed, other than those pertaining to Article 17.1.1, and such failure remains uncured thirty

(30) days after written notice from Port to Dock Manager; provided, however, that if such cure, through no fault of Dock Manager, cannot be completed within such thirty (30) day period, Dock Manager shall have such additional time as is reasonably necessary to complete the cure, provided Dock Manager must have undertaken procedures to cure the default within such thirty (30) day period and thereafter diligently pursue such efforts to cure to completion, but in no case shall such cure take longer than one hundred twenty (120) days.

17.1.3. Insolvency. If Dock Manager shall make an assignment for the benefit of its creditors, or if a petition in bankruptcy or for composition, reorganization or arrangement shall be filed by or against Dock Manager under any bankruptcy law, or if a receiver of the property of Dock Manager shall be lawfully appointed in any action, suit, or proceedings by or against Dock Manager or if the interest of Dock Manager to this Agreement shall be sold or assigned upon execution or other legal process, then, if any such event of default is not cured, set aside, or vacated within sixty (60) days after written notice from Port to Dock Manager, Port may at its option terminate this Agreement without prejudice to any other remedies it might have otherwise and take such other action as may be available to it under the law.

17.1.2 Remedies. Upon the occurrence of an Event of Default, Port may exercise any remedies or rights under the laws of the State of Washington, including, but not limited to, recovering damages for past due fees, future fees, costs to re-let the Dock, and costs to restore the Landing to its prior condition (reasonable wear and tear excepted). Under no circumstances shall Port be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Port shall not, by any re-entry or other act, be deemed to have accepted any surrender by Dock Manager of the Dock or be deemed to have otherwise terminated this Agreement or to have relieved Dock Manager of any obligation hereunder. Port shall be under no obligation to observe or perform any covenant of this Agreement after the date of any material default by Dock Manager unless and until Dock Manager cures such default. A fee of Five Hundred Dollars (\$500.00) shall be assessed to Dock Manager for each default notice issued to Dock Manager to defray the costs associated with preparing, issuing, and serving such notice. This fee shall be payable on the first (1st) day of the month following the issuance of the default notice. Upon entry without terminating this Agreement, Port may relet the Premises for the account of Dock Manager. In such event, Dock Manager shall be entitled to a credit against its fee obligations hereunder in the amount of fees or rents received by Port from any such relicensing or leasing of the Premises applicable to the unexpired term of the Agreement, less any reasonable costs incurred by Port (not previously reimbursed by Dock Manager) in connection with the repossessing and relicensing or leasing of the Premises, including, but not limited to, reasonable attorney fees, brokerage commissions, and any costs of repairs or alterations to the Premises.

17.2. Termination. Port shall be entitled to terminate this Agreement for default if Dock Manager fails to timely cure any default within the time provided for herein. Upon

termination of this Agreement, or any extension thereof, whether by expiration of Term or sooner termination, Dock Manager shall surrender the Dock peaceably and quietly. Dock Manager shall restore the Dock to the condition existing at the Commencement Date, except for (i) normal wear and tear; and (ii) any Improvements Port permits to remain on the Landing.

17.3. Removal of Property. In the event of Dock Manager's default, Port shall also have the right to remove all Dock Manager's property from the Dock and store the same in a public warehouse or elsewhere at the cost of and for the account of Dock Manager. Such property shall be deemed abandoned unless claimed within thirty (30) days after written notice with payment of all transportation and storage fees.

17.4. Termination. Re-entry or taking possession of the Dock by Port pursuant to this subparagraph shall not be construed as an election to terminate this Agreement unless a written notice of such intention be given by Port to Dock Manager.

17.5. Remedies are Cumulative. The Port's remedies set forth in this Agreement are cumulative and not exclusive. The Port shall also have any other remedies permitted by law or in equity.

18. PORT'S ESTATE

Port covenants that it has good right to execute this Agreement for the Landing and warrants and agrees to defend its right and to reimburse and hold Dock Manager harmless from all damages and expenses which Dock Manager may suffer by reason of Port's inability or lack of authority to enter into this Agreement for the Landing.

This Agreement is subject to the easements, covenants, conditions and restrictions of record and the land use and environmental restrictions of the United States, the state of Washington, Skamania County, and City of Stevenson if the Landing is within the Stevenson City limits.

19. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

19.1. Assignment. Dock Manager shall not voluntarily or involuntarily assign or otherwise transfer (collectively referred as a "Transfer") its interest in this Agreement, without first obtaining Port's prior written consent, which consent shall not be unreasonably withheld. The assignee shall assume all obligations of the Dock Manager under this Agreement, and the Port may require that the assignee provide such security under RCW 53.08.085 as the Port may deem appropriate. No Transfer shall relieve Dock Manager of any liability or obligation under this Agreement.

19.2. Sublicense. In addition to its rights under Sections 1.1.2 and 1.1.3, Dock Manager

may sublicense individual berthing slips on the Dock to vessels seeking short-term or long-term berthing, subject to the Port not objecting to such sublicensee due to the nature of their vessel operations. Dock Manager shall be responsible for ensuring that any vessels on the Dock comply with the rules, covenants and conditions set forth in this Agreement.

19.3. Change of Control. The prohibitions contained in this Article include, without limitation, any sublicensing or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Dock Manager's corporate, partnership or proprietary structure, except that Port shall not unreasonably withhold its consent to any of the foregoing that does not result in a change in the beneficial ownership, present control or financial condition of Dock Manager.

20. TERMINATION OF AGREEMENT/MONTH TO MONTH TENANCY

If the Dock Manager remains in possession of said Dock after the Term without Port's prior written consent, such holding over shall constitute and be construed as a month-to-month management agreement only, at a monthly fee equal to one hundred fifty percent (150%) of the fees owed during the final month of the Term of this Agreement and otherwise upon the terms and conditions in this Agreement. If Dock Manager holds over with Port's prior written consent, then Dock Manager shall continue to make payments to Port on a month-to-month basis as provided for in this Agreement. Such authorized holdover may be terminated by either Party at the end of any such monthly period by sending written notice not less than thirty (30) days before the end of such period. Such authorized holdover shall be subject to all terms and conditions contained herein.

21. COSTS AND ATTORNEY FEES / DISPUTES

If by reason of default on the part of either party to this Agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Agreement, the substantially prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover reasonable attorney fees at trial and on appeal, and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party. The Parties agree that in any such action, jurisdiction and venue shall lie solely and exclusively in Skamania County, Washington. The Parties irrevocably waive their rights to federal court jurisdiction and trial by jury.

22. MUTUAL COOPERATION

Each party, upon request and without liability or expense except as otherwise provided herein will reasonably cooperate with and assist the other in obtaining such permits, licenses, approvals, easements, access rights and rights-of-way from other persons, entities and governmental units and agencies as may be necessary for the requesting party to carry out the purposes of this Agreement.

23. HEADINGS

Headings of paragraphs are for reference only and are not to be construed so as to limit the content of the subject paragraphs.

24. WAIVERS

Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver or prejudice the party's right to require strict performance of the same or any other provision in the future.

25. NOTICES

All notices required by law or by this Agreement shall be in writing and may be personally served or sent by registered or certified mail, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of service. If service by registered or certified mail, return receipt requested, service shall be conclusively deemed made seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given. Any notice may be given at the following address (or such other address as either party may notify the other, in writing):

DOCK MANAGER: American Cruise Lines, Inc.
Attn: Charles B. Robertson
741 Boston Post Road, Suite 200
Guilford, CT 06437

PORT: Port of Skamania County
212 SW Cascade Ave.
PO Box 1099
Stevenson, WA 98648

26. AUTHORITY TO BIND

Each party represents and warrants that it has the full right and authority to execute this Agreement and carry out the terms hereof and no other authority is necessary to enter into this Agreement.

27. FORCE MAJEURE

Except for the payment of money when due, which is not excused, the time period for the performance of any obligation under this Agreement shall be extended by the period of any delay in performance caused by a Force Majeure. The term "Force Majeure," as used

herein, means any circumstance (other than financial) beyond the reasonable control of a party (including, but not limited to, war or other hostilities, riot, revolution, civil commotion, sabotage, epidemic, embargo, labor dispute, major accident, fire, explosion, flood, earthquake, storm, loss of essential services or utilities supplied by others, or action or inaction of a Government or Governmental agency having or claiming to have jurisdiction at the site), which causes a delay of seven (7) days or more in such party's ability to perform the obligation in question.

28. BROKERAGE

Each party represents and warrants to the other that it has not incurred any brokerage or commission obligation to any third party with respect to this Agreement and agrees to hold harmless and indemnify the other party for any such obligation asserted against the other party arising out of actions of the warranting party who dealt with such third party.

29. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

30. QUIET ENJOYMENT

Port covenants and agrees with Dock Manager that upon Dock Manager's paying the fee required under this Agreement and paying all other charges, and performing all of the covenants and provisions aforesaid on Dock Manager's part to be observed and performed under this Agreement, Dock Manager shall, subject to the rights of the Port under this Agreement, peaceably and quietly have, hold, and enjoy the Landing in accordance with this Agreement.

31. EXHIBITS

The following document is attached as an Exhibit to this Agreement and by this reference is incorporated herein:

Exhibit A: Depiction of the Dock, Pier, and Landing

32. CHOICE OF LAWS/INTERPRETATION

This Agreement shall be construed and governed by the laws of the state of Washington pertaining to contracts made and to be performed in the state of Washington.

33. SURVIVAL

All obligations of Dock Manager and Port, as provided for in this Agreement, shall cease upon the termination of this Agreement only if fully performed, and shall otherwise continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

34. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings or communications with respect thereto.

[Signature on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

PORT:

PORT OF SKAMANIA COUNTY, a municipal corporation of the State of Washington

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

DOCK MANAGER:

AMERICAN CRUISE LINES, INC.

By: _____

Title: _____

EXHIBIT A

**DEPICTION OF THE MANAGEMENT, PIER AND
LOADING / UNLOADING AREA**