



160 Duke of Gloucester Street
Annapolis, MD 21401

Signature Copy
O-9-17

..Title

Lease of City Property: Fall 2021-2026 Boat Shows – For the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for certain periods of time from 2021 to 2026, to conduct boat shows.

..Body

**CITY COUNCIL OF THE
City of Annapolis**

Ordinance No. O-9-17

**Introduced by: Mayor Pantelides, Alderman Budge, Alderman Littmann,
Alderswoman Finlayson and Alderswoman Pindell Charles**

**Referred to
Economic Matters Committee
Environmental Matters Committee
Finance Committee**

AN ORDINANCE concerning

Lease of City Property: Fall 2021-2026 Boat Shows

FOR the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for certain periods of time from 2021 to 2026, to conduct boat shows.

WHEREAS, United States Sailboat Shows, Inc., and United States Powerboat Shows, Inc., desire to lease certain municipal property for the purpose of conducting boat shows; and

WHEREAS, the Annapolis City Council believes that these proposed boat shows would benefit the City; and

WHEREAS, a lease setting forth details of the rental has been prepared and is considered satisfactory; and

WHEREAS, Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the lease.

NOW THEREFORE,

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the proposed lease between the City of Annapolis and United States Sailboat Shows, Inc., and United States Powerboat Shows, Inc., for the rental of certain municipal property in the general harbor, Dock Street and Edgewood Road areas, as described in the lease, a copy of which is attached hereto and made a part hereof, for portions of 2021 through 2026, more specifically described in the attached lease, and subject to the option to expand or reduce the number of days of the tenancy as provided in the lease, is hereby approved and the Mayor is hereby authorized to execute the lease on behalf of the City of Annapolis.

SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that it is expressly found by the City Council that the property to be leased will better serve the public need for which the property was acquired by stimulating local interest in the boating industry, encouraging visitors and residents of the City to visit the harbor and dock area, by generating tax revenues and rental income to the City and otherwise providing economic benefits to the City.

SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this Ordinance shall take effect from the date of its passage.

EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.
[brackets] indicate matter stricken from existing law.
Underlining indicates amendments

ADOPTED this 27th day of March, 2017.

Aye: 9 Mayor Pantelides, Alderman Budge, Alderman Paone,
Aldерwoman Pindell Charles, Aldерwoman Finlayson,
Alderman Littmann, Alderman Kirby,
Alderman Pfeiffer and Alderman Arnett.

THE ANNAPOLIS CITY
COUNCIL



Date: 4-4-17

Michael J. Pantelides, Mayor

ATTEST



Date: 4/5/17

Regina Watkins-Eldridge, MMC,
City Clerk

CITY OF ANNAPOLIS BOAT SHOW LEASE AGREEMENT

(Fall 2021-2026)

Authorized by O-9-17

THIS BOAT SHOW LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2017, by and between the City of Annapolis, a municipal corporation of the State of Maryland (“Lessor”), and the United States Sailboat Show, Inc. and the United States Powerboat Show, Inc., Maryland corporations (jointly and severally, “Lessee”).

ARTICLE I

Section 1.1. Premises and Initial Term:

(a) Lessor hereby leases to Lessee those parcels of land and water described below (collectively, the “Premises”), and as further designated on **Exhibit A**, attached hereto and incorporated into this Lease. The Premises shall include Lessor's right and interest in the Chandler, LLC boardwalk and dock (formerly, "Fawcett's") pursuant to an agreement between Lessor and Chandler, LLC, unless such agreement has been terminated for any reason prior to this Lease’s Initial Term or any applicable Renewal Term (both as defined below). The Premises shall not include the sidewalk on Dock Street between Craig Street and the State-owned property at the end of Dock Street, which are to be left open for public access subject to the terms of this Lease.

- i. Newman Street Parking Lot from Friday, October 1, 2021 at 12:01 AM through Wednesday, October 20, 2021 at 6:00 PM.
- ii. Prince George Street from Wednesday, September 29, 2021 at 12:01 AM through Wednesday, October 20, 2021 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 3, 2021 at 6:00 PM through Wednesday, October 20, 2021 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday, October 3, 2021 at 6:00 PM through Wednesday, October 20, 2021 at 6:00 PM.
- v. All twenty (20) of Lessor’s boat moorings, # 41-60, located in St. Mary’s Cove, Spa Creek, from Sunday, October 3, 2021 at 6:00 PM through Wednesday, October 20, 2021 at 6:00 PM.

- vi. Ego Alley, as depicted on **Exhibit A**, from Sunday, October 3, 2021 at 6:00 PM through Wednesday, October 20, 2021 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday, October 2, 2021 at 6:00 PM through Sunday October 2, 2022 at 6:00 PM (i.e. year round).

(b) Except for Edgewood Road/7090 Bembe Beach Road, Lessee shall only use the Premises for the purpose of holding two (2) boat shows each calendar year (each a "Show" and collectively, the "Shows").

(c) Except for Edgewood Road/7090 Bembe Beach Road, Lessee shall hold the Shows on the Premises only during the dates and times described above in this Section 1.1 (collectively, the "Initial Term"), and as further described in Section 1.2 below.

(d) The Premises shall not be open to the public before 10:00 AM or after 6:30 PM during the Initial Term or any Renewal Term (as defined below) of this Lease. This time restriction shall not apply to private events authorized by Lessee.

Section 1.2. Renewal Terms; Extension:

(a) This Lease may be renewed for five (5) additional one (1) year terms (each a "Renewal Term" and collectively, "Renewal Terms") on the same terms and conditions, and in accordance with all of the requirements of this Section 1.2. In the event any renewal materially changes the terms and conditions set forth herein, the approval of Lessor's City Council may be required.

(b) On April 15, 2017, this Lease shall automatically be renewed for one (1) additional calendar year of Shows, as further specified below, provided that: Lessee shall not be in default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be no material change in the economic stability and sustainability of the power and/or sailing boating industry. The Premises for this first Renewal Term shall consist of:

- i. Newman Street Parking Lot from Friday, September 30, 2022 at 12:01 AM through Wednesday, October 19, 2022 at 6:00 PM.
- ii. Prince George Street from Wednesday, September 28, 2022 at 12:01 AM through Wednesday, October 19, 2022 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 2, 2022 at 6:00 PM through Wednesday, October 19, 2022 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted

on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday, October 2, 2022 at 6:00 PM through Wednesday, October 19, 2022 at 6:00 PM.

- v. All twenty (20) of Lessor's boat moorings, # 41-60, located in St. Mary's Cove, Spa Creek, from Sunday, October 2, 2022 at 6:00 PM through Wednesday, October 19, 2022 at 6:00 PM.
- vi. Ego Alley, as depicted on **Exhibit A**, from Sunday, October 2, 2022 at 6:00 PM through Wednesday, October 19, 2022 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday, October 2, 2022 at 6:00 PM through Sunday, October 1, 2023 at 6:00 PM (i.e. year round).

(c) On December 15, 2017, this Lease shall automatically be renewed for one (1) additional calendar year of Shows, as further specified below, provided that: the Lease was previously renewed for the 2022 calendar year; Lessee shall not be in default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be no material change in the economic stability and sustainability of the power and/or sailing boating industry. The Premises for this second Renewal Term shall consist of:

- i. Newman Street Parking Lot from Friday, September 29, 2023 at 12:01 AM through Wednesday, October 18, 2023 at 6:00 PM.
- ii. Prince George Street from Wednesday, September 27, 2023 at 12:01 AM through Wednesday, October 18, 2023 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 1, 2023 at 6:00 PM through Wednesday, October 18, 2023 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday October 1, 2023 at 6:00 PM through Wednesday, October 18, 2023 at 6:00 PM.
- v. All twenty (20) of Lessor's boat moorings, # 41-60, located in St. Mary's Cove, Spa Creek, from Sunday, October 1, 2023 at 6:00 PM through Wednesday, October 18, 2023 at 6:00 PM.
- vi. Ego Alley, as depicted on **Exhibit A**, from Sunday, October 1, 2023 at 6:00 PM through Wednesday, October 18, 2023 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday October 1, 2023 at 6:00 PM through Sunday, October 6, 2024 at 6:00 PM (i.e. year round).

(d) On December 15, 2018, this Lease shall automatically be renewed for one (1) additional calendar year of Shows, as further specified below, provided that: the Lease was previously renewed for the 2022 and 2023 calendar years; Lessee shall not be in default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be no material change in the economic stability and sustainability of the power and/or sailing boating industry. The Premises for this third Renewal Term shall consist of:

- i. Newman Street Parking Lot from Friday, October 4, 2024 at 12:01 AM through Wednesday, October 23, 2024 at 6:00 PM.
- ii. Prince George Street from Wednesday, October 2, 2024 at 12:01 AM through Wednesday, October 23, 2024 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 6, 2024 at 6:00 PM through Wednesday, October 23, 2024 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday, October 6, 2024 at 6:00 PM through Wednesday, October 23, 2024 at 6:00 PM.
- v. All twenty (20) of Lessor's boat moorings, # 41-60, located in St. Mary's Cove, Spa Creek, from Sunday, October 6, 2024 at 6:00 PM through Wednesday, October 23, 2024 at 6:00 PM.
- vi. Ego Alley, as depicted on **Exhibit A**, from Sunday, October 6, 2024 at 6:00 PM through Wednesday, October 23, 2024 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday, October 6, 2024 at 6:00 PM through Sunday, October 5, 2025 at 6:00 PM (i.e. year round).

(e) On December 15, 2019, this Lease shall automatically be renewed for one (1) additional calendar year of Shows, as further specified below, provided that: the Lease was previously renewed for the 2022, 2023 and 2024 calendar years; Lessee shall not be in default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be no material change in the economic stability and sustainability of the power and/or sailing boating industry. The Premises for this fourth Renewal Term shall consist of:

- i. Newman Street Parking Lot from Friday, October 3, 2025 at 12:01 AM through Wednesday, October 22, 2025 at 6:00 PM.

- ii. Prince George Street from Wednesday, October 1, 2025 at 12:01 AM through Wednesday, October 22, 2025 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 5, 2025 at 6:00 PM through Wednesday, October 22, 2025 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday, October 5, 2025 at 6:00 PM through Wednesday, October 22, 2025 at 6:00 PM.
- v. All twenty (20) of Lessor's boat moorings, # 41-60, located in St. Mary's Cove, Spa Creek, from Sunday, October 5, 2025 at 6:00 PM through Wednesday, October 22, 2025 at 6:00 PM.
- vi. Ego Alley, as depicted on **Exhibit A**, from Sunday, October 5, 2025 at 6:00 PM through Wednesday, October 22, 2025 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday, October 5, 2025 at 6:00 PM through Sunday, October 4, 2026 at 6:00 PM (i.e. year round).

(f) On December 15, 2020, this Lease shall automatically be renewed for one (1) additional calendar year of Shows, as further specified below, provided that: the Lease was previously renewed for the 2022, 2023, 2024 and 2025 calendar years; Lessee shall not be in default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be no material change in the economic stability and sustainability of the power and/or sailing boating industry. The Premises for this fifth Renewal Term shall consist of:

- i. Newman Street Parking Lot from Friday, October 2, 2026 at 12:01 AM through Wednesday, October 21, 2026 at 6:00 PM.
- ii. Prince George Street from Wednesday, September 30, 2026 at 12:01 AM through Wednesday, October 21, 2026 at 6:00 PM.
- iii. Boat moorings 1-13, 16-21 and 27, as depicted on **Exhibit B** (attached hereto and incorporated herein) from Sunday, October 4, 2026 at 6:00 PM through Wednesday, October 21, 2026 at 6:00 PM.
- iv. The Susan Campbell Park Parcel, Dock Street Parking Parcels A, B, C and D, and Dock Street from Randall Street to the water, expressly excepting public access roads and sidewalks from Randall Street to and through Craig Street (as depicted on **Exhibit A**) and the sidewalk exclusion specified above, from Sunday, October 4, 2026 at 6:00 PM through Wednesday, October 21, 2026 at 6:00 PM.

- v. All twenty (20) of Lessor's boat moorings, # 41-60, located in St. Mary's Cove, Spa Creek, from Sunday, October 4, 2026 at 6:00 PM through Wednesday, October 21, 2026 at 6:00 PM.
- vi. Ego Alley, as depicted on Exhibit A, from Sunday, October 4, 2026 at 6:00 PM through Wednesday, October 14, 2026 at 6:00 PM.
- vii. Edgewood Road/7090 Bembe Beach Road from Sunday, October 4, 2026 at 6:00 PM through Sunday, October 3, 2027 at 6:00 PM (i.e. year round).

(g) If the requirements of this Section 1.2 shall not be met for any of the Renewal Terms, as further specified in Sections 1.2 (b)-(f), then this Lease shall automatically terminate at the end of the then-current term.

(h) This Lease may be extended on the same terms and conditions, and in accordance with this subparagraph, only provided that (1) the Lessee shall not be in default under Article XIX of this Lease and (2) there shall be no Force Majeure Event that prevents Lessee's use of the Premises, as further described in Article XII of this Lease (the "Extension Requirements"). If such Extension Requirements are met, then Lessee shall have the right, upon written notice to Lessor at least ninety (90) calendar days prior to December 15, 2021, to elect to extend this Lease for one (1) additional four (4) year period for the years 2027 through 2030 (the "Extension Period"), and the dates for any additional Shows shall be specified in an amendment to this Lease. The Extension Period shall consist of four (4) individual one (1) Renewal Terms, which Renewal Terms shall renew on December 15, 2021 for the 2027 Shows, on December 15, 2022 for the 2028 Shows, on December 15, 2023 for the 2029 Shows, and on December 15, 2024 for the 2030 Shows. These Renewal Terms shall be treated in the same manner and with the same obligations as those Renewal Terms specified in Section 1.2 above. Any extension shall be documented in writing and signed by the authorized representatives of each of the parties hereto, but shall not be required to go to Lessor's City Council unless there are material changes to any other terms and conditions set forth herein.

Section 1.3. Rent:

(a) Except as may be adjusted by Sections 1.5 and/or 2.4 of this Lease, the "Rent" for the Initial Term shall be the greater of either: (i) fifty percent (50%) of Lessee's gross receipts (after deduction of admission taxes) from Lessee's sale of tickets for admission to the Shows (collectively, the "Ticket Sales") during the Initial Term of this Lease or, (ii) the sum calculated by increasing Three Hundred Eighty-Five Thousand Dollars and No Cents (\$385,000.00) by fifty percent (50%) of the amount of the Consumer Price Index increase over the twelve (12) months preceding the Initial Term (the "Minimum Payment"). "Consumer Price Index" as used in this Lease shall mean "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Lessor shall be used for making such computations.

(b) The Rent for each Renewal Term shall be the greater of either: (i) fifty percent (50%) of the Ticket Sales during the applicable Renewal Term of this Lease or, (ii) the amount of the Minimum Payment for the immediately prior term of this Lease increased by fifty percent (50%) of the amount of the Consumer Price Index increase over the twelve (12) months preceding each respective Renewal Term ("Renewal Minimum Payment"). Notwithstanding the foregoing, the maximum amount that the Renewal Minimum Payment shall increase during the Initial Term and all Renewal Terms under this Lease shall be ten percent (10%).

(c) Lessee shall pay Lessor the applicable Rent, in full, within thirty (30) calendar days of the close of the Shows for the then-current term. If the Rent is based on the Ticket Sales, rather than the Minimum Payment or the Renewal Minimum Payment, then the Rent shall be paid to Lessor simultaneously with Lessee's payment of its State of Maryland admissions tax. Lessee shall also submit a copy of its Maryland State Admissions and Amusement tax report/return and such other proof of gross receipts from the Ticket Sales as may be reasonably requested by Lessor's Director of Finance to: Director Department of Finance at 160 Duke of Gloucester Street, Annapolis, Maryland 21401. Copies of such payment and proof of gross receipts shall be provided to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401.

Section 1.4. City Fees:

(a) In addition to the Rent, Lessee shall reimburse Lessor the sum calculated by increasing Thirty-Eight Thousand Six Hundred Twenty-Five Dollars and No Cents (\$38,625.00) by fifty percent (50%) of the amount of the Consumer Price Index increase over the twelve (12) months preceding the Initial Term (collectively, the "City Fees"), for the costs incurred by Lessor as a result of Lessee's use of the Premises during the Initial Term, including, but not limited to, utilities, inspections, parking and transportation, facilities and services, trash and recycling services, police services, fire services, and other safety services.

(b) The City Fees for each Renewal Term shall be the amount of the City Fees paid for the immediately prior term of this Lease increased by fifty percent (50%) of the amount of the Consumer Price Index increase over the twelve (12) months preceding each respective Renewal Term. Notwithstanding the foregoing, the maximum amount that the City Fees shall increase during the Initial Term and all Renewal Terms under this Lease shall be ten percent (10%).

(c) Lessee shall pay Lessor the applicable City Fees, in full, at the same time Lessee pays the corresponding Rent.

(d) *Police Services:* In exchange for the City Fees, Lessor shall provide police services related to traffic control outside the Premises, security for Lessee's office within the Premises, and liaison with Lessee's security guards inside the Premises.

(e) *Fire Services:* In exchange for the City Fees, Lessor shall provide fire protection as required for the Shows. Following the erection of all booths and other Show structures as

described in Article VII of this Lease, but before the Shows open, the parties shall meet at the Premises to assure compliance with Lessor's Fire Department regulations and accessibility of fire lanes and turning radius. No open flame devices or running of watercraft propulsion engines shall be permitted on the Premises during the open hours of the Shows.

(f) *Utilities:* In exchange for the City Fees, Lessor shall provide water and electricity as required for the Shows. Lessee, at its own expense, shall install all temporary electrical equipment, lines and devices required to provide power to the Premises in compliance with the National Electric Code.

(g) *Trash and Recycling:* In exchange for the City Fees, Lessor shall provide an adequate number of trash and recycling dumpsters outside the Premises for the use by Lessee during the Initial Term and any Renewal Term of this Lease, and Lessor shall also provide for the prompt removal of all trash, refuse and recycling materials deposited into these dumpsters during the Shows. Lessee, at its sole expense, shall provide an adequate and equal number of trash and recycling containers for its use within the Premises during the Initial Term and any Renewal Term of this Lease, shall regularly empty such containers into Lessor-provided dumpsters, and shall also provide for the prompt removal of all such containers from the Premises after the Shows.

Section 1.5. Revisions to the Premises:

(a) Lessor shall have the right to decrease the area of the Premises in order to reflect any change in ownership or infrastructure, provided written notice is furnished to Lessee on or before the April 1st immediately preceding the first Show for the Initial Term and/or any Renewal Term. In the event the total Premises area (measured in square feet) is reduced by any action of Lessor under this Section 1.5, the Rent due and payable shall be reduced in direct proportion to the reduction in total Premises area. Lessee shall present documentation including measurements and calculations to support any claim of reduced Premises.

(b) Lessee shall have the right to request to decrease the area of the Premises in order to reflect any change in the Shows, provided a written request is furnished to Lessor on or before the April 1st immediately preceding the first Show for the Initial Term and/or any Renewal Term. Any such change shall be subject to Lessor's written approval, which approval shall not be unreasonably withheld. If such a decrease is approved by Lessor, Lessee shall be entitled to a pro rata reduction in the Rent, but only if the Rent is based on the Minimum Payment or the Renewal Minimum Payment. Lessee shall not be entitled to a reduction in the percentage of Ticket Sales due to Lessor if the Rent is based on such Ticket Sales.

(c) Any increase in the area of the Premises requires an amendment to this Lease, signed by both parties.

ARTICLE II

Section 2.1. Finalizing Initial Term and Renewal Terms: The parties hereby agree that the dates and times specified in Sections 1.1 and 1.2 for the Initial Term and the Renewal Terms

are tentative dates based upon current knowledge and calendars, and the parties hereby further agree that they shall meet no later than April 1st of each year to finalize and confirm such dates for the Initial Term and each Renewal Term. Any changes shall be memorialized in a written amendment to this Lease.

Section 2.2. Number of Days: Lessor grants to Lessee the right to add one (1) day at the end of any Show for general public admission. Lessee shall also have the right, in its sole discretion, to reduce the number of days of any Show. Lessee shall provide written notice of such intention no later than thirty (30) calendar days before the opening of the first Show for the Initial Term and for each Renewal Term.

Section 2.3. Other Boat Shows: Excluding any lease to Cruisers University, Inc., Lessor shall not lease the Premises for the purpose of holding boat shows on the Premises from April 1st through November 1st during the Initial Term or any applicable Renewal Term. Lessee may, within its sole discretion, provide written authority to waive this restriction. This restriction shall be deemed to be automatically waived by Lessee as to either Show reduced to less than one (1) ten (10) hour day pursuant to Section 2.1.

Section 2.4. Adjustment to Rent: The Rent, but only if based on the Minimum Payment or the Renewal Minimum Payment, and the City Fees shall be increased or reduced proportionately if Lessee exercises its rights to extend or shorten the number of Show days pursuant to Section 2.1. All of the other provisions of the Lease shall remain in full force and effect.

ARTICLE III

Section 3.1. Use of the Premises:

(a) Lessee is authorized to use existing and normal ingress to and egress from the Premises, and existing and normal street and harbor lighting, all without additional charge.

(b) Amplified music or other amplified sound on the Premises shall not exceed the maximum decibel levels specified in Chapter 11.12 of the City Code, as may be amended.

(c) Lessee shall submit to Lessor an initial diagram of its proposed use of the Premises at least thirty (30) calendar days before the opening of the first Show for the Initial Term and for each Renewal Term, and shall continue to submit updates of such diagram (as needed) up to the date of the opening of that first Show. Lessee shall obtain final Lessor approval of the final (updated) diagram prior to opening of that first Show, which approval shall not unreasonably be withheld or delayed.

Section 3.2. Pre-Show Meetings and Inspection: At no additional cost to Lessee and prior to the opening of each Show, representatives of Lessor's Department of Neighborhood and Environmental Programs, Police Department, Fire Department, Office of Emergency Management, Harbormaster, and Department of Public Works shall inspect the Premises and nearby areas with Lessee's representative(s) to determine compliance with Lessor requirements,

and for determination of the condition of the Premises. Written approval by representatives of these Lessor departments shall be required before Lessee may open any Show. The opening of any Show shall not be delayed by any Lessor department whose representative is not present for this pre-inspection. Lessor shall not refuse permission to open any Show or any part of the Shows under this Section unless a threat to health or safety has been identified. Lessor shall make every effort to limit that part of the Show(s) not opened in the event of such threat, and to allow Lessee to open the closed portion of the Show(s) as soon as the threat is abated to Lessor's satisfaction.

Section 3.3. Transportation: Lessee shall prepare and submit a written "Transportation Plan" with a parking element to Lessor's Director of Transportation at 308 Chinquapin Round Road, Annapolis, Maryland 21401, with a copy to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401. The Transportation Plan shall address matters specified by Lessor's Director of Transportation, and shall be submitted to that director no later than the August 1st immediately preceding the first Show for the Initial Term and for each Renewal Term. Except for public ways within the Premises, the Transportation Plan shall not provide for the closure of any street or restrict parking to only those associated with the Shows. Moreover in publicizing the Shows, Lessee shall direct all persons attending the Shows to park their vehicles at satellite lots and ride a shuttle to the site of the Shows. Upon receipt of the Transportation Plan, Lessor's Director of Transportation shall make copies available to all relevant agencies, including, but not limited to, those listed in Section 3.2, and to interested parties who have requested a copy.

ARTICLE IV

Section 4.1. Insurance: Lessee, at its sole expense, shall obtain and keep in full force and effect comprehensive commercial general liability insurance of no less than Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury and property damage, and Eight Million Dollars (\$8,000,000.00) umbrella policy, which shall be effective during the Lease's Initial Term, all applicable Renewal Terms, and the entire period of time during which Lessee shall use or occupy the Premises or any part of the Premises.

Section 4.2. Additional Insured: The insurance policy or policies shall specifically name the "City of Annapolis, its elected officials, appointees, directors, employees, agents, contractors and representatives" as additional insureds, and insure against any and all loss, costs, damages, and expenses suffered by any person or to any property, including property owned by Lessor, due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with this Lease or the use of the Premises or any part of the Premises by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Section 4.3. Insurer: Lessee's insurer or insurers shall be authorized to write the required insurance, approved by the Insurance Commissioner of the State of Maryland, and subject to the approval of Lessor's City Attorney. The form and substance of Lessee's insurance policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and shall be submitted to the City Attorney at 160 Duke of Gloucester Street, Annapolis, Maryland 21401, with a copy to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401, for

such approval not less than thirty (30) calendar days prior to Lessee's occupancy of the Premises. The policy or policies of insurance shall then be secured by Lessee and filed with the City Attorney not less than fifteen (15) calendar days prior to Lessee's occupancy of the Premises. No approvals pursuant to this Section 4.3 shall be unreasonably withheld or delayed.

Section 4.4. Notice: The certificate for each insurance policy or policies shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any other reason, except after thirty (30) calendar days advance written notice mailed by the insurer or Lessee to Lessor's City Attorney, and that such notice shall be transmitted postage prepaid, return receipt requested.

Section 4.5. Lessee's Obligations: The obligations of Lessee under this Article are part of but do not limit or satisfy Lessee's obligations under the remainder of this Lease.

ARTICLE V

Section 5.1. Indemnity: Lessee shall forever indemnify, defend and hold harmless Lessor, its elected officials, appointees, directors, employees, agents, contractors and representatives, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered during the Lease's Initial Term or any Renewal Term by any person or to any property due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with this Lease or the use and occupancy of the Premises or any part of the Premises, by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Section 5.2. Reimbursement: Lessee shall reimburse Lessor, within thirty (30) calendar days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property caused by an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, during the Lease's Initial Term, any Renewal Term, or Lessee's use and occupancy of the Premises or any part of the Premises. Lessee may request Lessor to provide reasonably sufficient documentation or other proof of such damage prior to any reimbursement. If Lessee disputes any request for reimbursement, it may appeal such request to the City Manager and/or his/her authorized designee for review and reconsideration.

ARTICLE VI

Section 6.1. Security: Lessee shall contract with and pay, as independent contractors, security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to maintain security, peace and order at the Shows inside the Premises during the entirety of the Lease's Initial Term and all applicable Renewal Terms.

ARTICLE VII

Section 7.1. Interior Construction: Lessee shall have the right to construct, install or erect seats, platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks, tents, exhibits, and any other apparatus or structure which Lessee may deem necessary or desirable for the purpose of presenting the Shows. Lessee shall have the right to erect and construct a temporary fence so as to enclose the Premises in such a manner as to limit entry onto the Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire or any similar materials.

Section 7.2. Exterior Construction: Wherever necessary to provide for pedestrian traffic, Lessee shall erect and construct temporary wooden sidewalks outside of the Premises where the existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1. All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness, and maintained by Lessee in a safe and secure condition.

Section 7.3. ADA and Other Permits: Lessee hereby assumes exclusive responsibility for compliance with any and all applicable provisions of the Americans with Disabilities Act of 1990 (ADA), as amended from time to time, at the Premises, during the entire time that Lessee uses or occupies the Premises or any part of the Premises. Subject to the inspection provisions of Section 3.2 of this Lease, and to standard public safety and health approvals, any and all permits, licenses or authorizations required to be obtained from Lessor by Lessee during the Initial Term or any Renewal Term of this Lease for the purpose of constructing or erecting the temporary structures described in this Article VII and for operating the Shows, shall be deemed granted and issued upon the execution of this Lease by Lessor and Lessee. All other federal, state or county permits, which may be required, shall be the sole responsibility and expense of Lessee.

ARTICLE VIII

Section 8.1. Cleanliness: Lessee shall be responsible for keeping the Premises free of debris, trash and refuse, which shall be placed in the containers and the dumpsters specified in Section 1.4(g).

Section 8.2. Sanitation and Toilets: Lessee shall, at its sole expense, provide adequate and sanitary toilet facilities throughout the Premises for use by the general public and others attending or participating in the Shows, including sufficient ADA compliant sanitary toilet facilities.

Section 8.3. Trash, Recycling and Public Safety Cooperation: The parties shall cooperate with each other and use their best efforts to ensure that there is prompt trash and recycling removal, public safety protection, and adequate traffic control during the designated period of use and occupancy by Lessee of the Premises.

ARTICLE IX

Section 9.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the Initial Term and any Renewal Term of this Lease, Lessee shall peacefully hold and quietly enjoy the use and occupancy of the Premises without any disturbance or hindrance from Lessor or from

any other person claiming through Lessor, except that Lessor or others claiming through Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Lease, and to assure compliance with the terms of this Lease and all applicable laws. Lessee shall cooperate with Lessor to effect this access to the Premises.

ARTICLE X

Section 10.1. Condition of Premises after Shows: Upon the expiration or earlier termination of this Lease, Lessee, at its sole expense, shall return the Premises to Lessor in the same or superior condition than received, natural wear and tear excepted.

Section 10.2. Lessee's Equipment after Shows: Prior to the expiration or earlier termination of this Lease, Lessee shall immediately remove all of its property, fixtures and chattels from the Premises. In the event that Lessee, its officers, agents, employees, vendors, subtenants or contractors fail to remove any item of property, Lessor reserves the right to remove and store any such property after the expiration or earlier termination of this Lease at Lessee's sole expense, or as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee a per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges due pursuant to this Section within thirty (30) calendar days after receipt of a bill from Lessor.

Section 10.3. Post-Shows Inspection: Within ten (10) calendar days following the expiration or earlier termination of this Lease, Lessee shall accompany Lessor on a tour of the Premises to determine the condition of the Premises. Items corrected or repaired by Lessor, and deemed by Lessor to be the sole responsibility of Lessee, shall be billed by Lessor and paid by Lessee within thirty (30) calendar days after receipt of such bill. Lessee may request Lessor to provide reasonably sufficient documentation or other proof of such items corrected or repaired by Lessor prior to any payment. If Lessee disputes any bill for an item corrected or repaired by Lessor, it may appeal such bill to the City Manager and/or his/her authorized designee for review and reconsideration.

Section 10.4. Reports: Within thirty (30) calendar days after the end of each Show throughout the Initial Term and any Renewal Term of this Lease, Lessee shall provide to Lessee's Mayor and the City Council, c/o the City Attorney, 160 Duke of Gloucester Street, Annapolis, MD 21401, a written report detailing Lessee's general success of the applicable Show; any changes or improvements to the Show or the Premises; details on the applicable Ticket Sales; and addressing any Lessor concerns related to this Lease (each an "**Report**" and collectively the "**Reports**"). If requested by Lessor, Lessee shall present such Reports at a City Council meeting or work session.

ARTICLE XI

Section 11.1. Remedies: All duties, liabilities and/or obligations imposed upon or assumed by Lessee or Lessor by or under this Lease shall be taken or construed as cumulative, and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee

or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee or Lessor under this Lease. The remedies provided for in this Lease shall be construed to be cumulative and in addition to any other remedies provided in law or equity which Lessor or Lessee would have in any case. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation. The remedies provided in this Lease shall not be deemed exclusive of other remedies not specified.

Section 11.2. Injunction: Lessor shall have the right to seek and obtain in any court of competent jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation or alleged violation by Lessee of any term of this Lease, anything to the contrary notwithstanding.

ARTICLE XII

Section 12.1. Impossibility of Performance:

(a) Notwithstanding any other terms or provisions of this Lease, in the event Lessor is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the City Council of Annapolis, by a court of competent jurisdiction, by administrative delay not due to the fault of Lessor (and its members and agents), or by an unforeseen event, not due to the fault of Lessor (and its members and agents), including but not limited to unforeseeable causes beyond its control, such as , strikes, fire, storm, sea level rise, or other casualty, acts of God, or force majeure event (each, a "Force Majeure Event"), or other unforeseen occurrences which render impossible or not economically feasible the fulfillment of this Lease, then Lessor shall not be liable directly or indirectly for any claims caused to or suffered by Lessee or any other person in connection with or as a result of such prevention, restriction or delay, and Lessee shall not be liable for the payment of Rent for the applicable term of the Lease.

(b) Lessee shall not be responsible for delays in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder caused solely by unforeseeable causes beyond its control or the control of its subcontractors or suppliers of materials, such as a Force Majeure Event or other unforeseen occurrences.

(c) If such prevention, restriction or delay pursuant to Section 12.1(a) or 12.1(b) relates to not more than five percent (5%) of the applicable Initial Term or Renewal Term of the Lease, the Shows shall still be held and the Rent (only if based on the Minimum Payment or Renewal Minimum Rent) shall be prorated to account for the number of scheduled hours the Shows are not open to the public.

(d) In case of any loss of or damage to the Premises as the result a Force Majeure Event, Lessor in its sole and absolute discretion may determine whether or not, and to what extent, to repair or restore any of the Premises. If Lessor decides to repair or restore, and any portion of the Premises remains suitable for Lessee's use, then Lessee shall be entitled to utilize that portion of the

Premises. If Lessor decides not to repair and restore the Premises, then Lessee may in its discretion elect to remain on the Premises under the provisions of this Lease or to terminate this Lease, it being Lessee's sole responsibility to restore and/or repair such portions of the Premises as it may elect to undertake. If any portion of the Premises is rendered unusable during the Term as a result of a Force Majeure Event, the Rent (only if based on the Minimum Payment or Renewal Minimum Rent) due and payable shall be reduced in direct proportion to the area of the Premises rendered unusable. Lessee shall present documentation including measurements and calculations to support any claim of reduced Premises. In addition, Lessee shall be entitled to a credit against Rent for all reasonable and documented costs in performing repairs to the Premises as a result of any such Force Majeure Event. Lessee shall be further entitled to such other adjustments as permitted pursuant to Section 1.5 of this Lease.

(e) Lessor and Lessee shall work cooperatively to determine possible alternatives, solutions and/or remedies to any prevention, restriction, or delay that may occur.

ARTICLE XIII

Section 13.1. Payment: Lessee shall make all payments due under this Lease by check, payable to the *City of Annapolis*. In addition to all other amounts due pursuant to this Lease, Lessee shall pay Lessor a monthly late fee of one and one-half percent (1.5%), or eighteen percent (18%) per annum, of any payment more than sixty (60) calendar days past due, until paid.

Section 13.2. Right to Audit: Lessor shall have to right to receive and review a copy of Lessee's Maryland State Admissions and Amusement tax report/return and any additional proof of gross receipts from the Ticket Sales as may be reasonably requested by Lessor's Director of Finance to confirm that Lessee has fulfilled its obligations under this Lease.

ARTICLE XIV

Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease. Except as may be provided in this Lease or otherwise agreed to in writing by both parties, the times and deadlines specified in this Lease shall not be extended for any reason relating to the Initial Term or any Renewal Term of the Lease and/or the installation or removal of equipment, materials, displays, or property from the Premises.

ARTICLE XV

Section 15.1. Assignment: Lessee shall not assign, transfer, or otherwise dispose of this Lease without the prior written consent of Lessor, but such consent shall not be unreasonably withheld or delayed. A transferee with a minimum of five (5) years experience operating boat shows, expressly including prior experience working past shows on the Premises as part of or in connection with the Lessee, and a net worth of at least Two Million Dollars (\$2,000,000.00) shall be deemed approved. The foregoing shall not prevent Lessee from subleasing portions of the Premises to Show exhibitors, provided the portion of the Premises subleased to any exhibitor does not exceed twenty-five percent (25%) of the total area of the Premises.

ARTICLE XVI

Section 16.1. Independent Contractor: Lessee is an independent contractor and not the agent or employee of Lessor. Under no circumstances shall this Lease be considered to create an employee or agency relationship or a partnership or joint venture between the parties.

ARTICLE XVII

Section 17.1. Liens: Lessee hereby consents that Lessor shall have a lien upon all property of Lessee located from time to time upon the Premises for any and all unpaid charges which arise under this Lease, which lien shall be subordinate to the lien of any mortgagee of Lessee. Lessee hereby consents to and Lessor shall have the power to impound and retain possession of such property until all such charges and late fees due pursuant to this Lease have been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid thirty (30) calendar days after the expiration or earlier termination of this Lease, Lessor shall have the power to sell such property at public auction and apply the receipts from such auction to all such unpaid charges.

ARTICLE XVIII

Section 18.1. Compliance with all Laws: Lessee shall comply with all laws, ordinances, and statutes applicable to the Premises or any part of the Premises, and the use and occupancy thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the Premises. Provided Lessee is making good faith progress towards correcting any violation under this Section, Lessee shall have a reasonable time to correct that violation, not to exceed sixty (60) calendar days.

ARTICLE XIX

Section 19.1. Termination: In the event Lessee should materially default in performance of its obligations under this Lease, and such default continues for more than thirty (30) calendar days after Lessor has given written notice to Lessee of such default (except that if such default shall not be reasonably curable within thirty (30) calendar days, such thirty (30) calendar day period shall be extended for such time as is reasonably necessary to cure the default provided Lessee commences to cure the default within thirty (30) calendar days and diligently prosecutes the cure until completion), Lessor shall have the right to immediately terminate the Lease and/or to pursue reimbursement from Lessee for any damages to Lessor resulting from Lessee's material default of this Lease. For purposes of this Article XIX, "materially default" and/or "material default" shall mean one (1) or more of the following:

- (a) If any representation or warranty, expressed or implied, of Lessee and pertaining to this Lease shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the Initial Term and any Renewal Term of this Lease; or

- (b) If Lessee shall fail to comply, fail to fulfill, or otherwise violate any of the terms, conditions, or obligations contained in this Lease; or
- (c) If Lessee shall fail to pay Rent and/or City Fees as required by the terms and conditions of this Lease; or
- (d) If Lessee loses or forfeits its corporate status, or ceases to be in good standing with the State of Maryland.

Section 19.2. Other Leases: There are currently in effect leases between Lessor and Lessee for the Premises for boat shows for the years of 2015 through 2020. In the event Lessee should materially default in performance of its obligations in any one (1) of the above years, including failure to pay rent and/or other fees as required by such leases, such material default shall also constitute a material default in the leases for all years subsequent to it, including this Lease. If the material default continues for more than thirty (30) calendar days after Lessor has given written notice to Lessee of such material default, Lessor shall have the right to terminate any of the leases for any one (1) or more of the years remaining in effect, including this Lease. Otherwise, execution of this Lease shall have no effect on those leases for the years of 2015 through 2020.

ARTICLE XX

Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish, Lessor's statutory, common law or other immunities in any action in tort, in contract or in any other form. The parties agree that if any duty assumed by Lessor under the terms of this Lease or any action taken by Lessor pursuant to any such term is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

ARTICLE XXI

Section 21.1. Lessee's Representations: Lessee hereby represents and warrants the following:

- (a) Lessee is a corporation(s), duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.
- (b) Lessee has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Lease.
- (c) Lessee has obtained and shall continue to maintain, at its sole expense, such licenses and certifications as are necessary for the Shows and as required pursuant to this Lease, and shall present such licenses or certifications to Lessor upon its request.

ARTICLE XXII

Section 22.1 Authority: This Lease is authorized by Ordinance O-9-17 adopted by the City Council of the City of Annapolis.

ARTICLE XXIII

Section 23.1. Binding Effect: The terms of this Lease shall be binding on and enforceable against the parties and their respective successors and assigns.

Section 23.2. Governing Law: In all actions arising from this Lease, the laws of the State of Maryland shall govern, and the venue for all actions initiated pursuant to this Lease shall be exclusively the Courts of Anne Arundel County, Maryland. The parties waive jury trial in all actions initiated pursuant to this Lease.

Section 23.3. Severability: If any of the provisions of this Lease are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

Section 23.4. Survival: Those sections in this Lease which by their nature are intended to survive shall survive the termination of this Lease.

Section 23.5. Notice: Any notice required to be delivered shall be sent to the following address and individual or such other address and/or such other individual as a party may identify in writing to the other party:

To Lessor: Director, Recreation & Parks Department
273 Hilltop Lane
Annapolis, Maryland 21403

With a Copy to: City Attorney
160 Duke of Gloucester Street
Annapolis, Maryland 21401

To Lessee: Annapolis Boat Shows
980 Awald Road, Suite 302
Annapolis, Maryland 21403
Attn: Paul Jacobs, President

With a Copy to: Thomas J. Mulrenin, Esquire
Yumkas, Vidmar, Sweeney & Mulrenin, LLC
185 Admiral Cochrane Drive, Suite 130
Annapolis, MD 21401

Section 23.6. Entire Agreement: This Lease constitutes the sole and entire agreement of the parties with respect to the subject matter of this Lease, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to that subject matter. Neither party has relied on any statement, representation, warranty or agreement of the other party or of any other person on such party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, and agreements expressly contained in this Lease.

Section 23.7. No Oral Amendments: No amendment to or rescission, termination, cancellation or discharge of this Lease is effective unless it is in writing, identified as an amendment to or rescission, termination, cancellation or discharge of this Lease and signed by the authorized representatives of each party to this Lease.

Section 23.8. No Peddlers, Hawkers, Itinerant Merchant License: A license for peddlers, hawkers, and itinerant merchants pursuant to Chapter 7.40 of the Annapolis City Code is not required to be obtained by Lessee during the Term of this Lease and/or for the purpose of the Shows.

IN WITNESS WHEREOF, Lessor, by and through its duly authorized agent, has caused this Lease to be executed on its behalf, and Lessee, by and through its duly authorized agent, has duly executed this Lease on the date first written above. Witness the signatures of the parties.

LESSEE:
United States Sailboat Show, Inc.,
United States Powerboat Show, Inc.

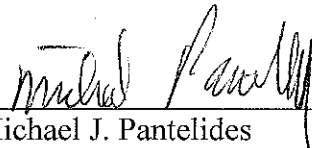
Witness

By: _____
Paul Jacobs, President

ATTEST:

LESSOR:
City of Annapolis, Maryland

Regina C. Watkins-Eldridge, MMC,
City Clerk

By:  _____
Michael J. Pantelides
Mayor

REVIEWED AND APPROVED BY:

Thomas Andrews, City Manager

APPROVED FOR FINANCIAL SUFFICIENCY:

Bruce T. Miller, Director
Finance Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

City Attorney