

LOAN AGREEMENT
City of Manitowoc
and
Lake Michigan Trans-Lake Shortcut, Inc.

This Agreement (“Agreement”) is made by and between the **City of Manitowoc, WI, a Municipal Corporation**, 900 Quay Street, Manitowoc WI 54220-4543 (“City”), and **Lake Michigan Trans-Lake Shortcut, Inc.**, a Michigan Domestic Profit Corporation located at 701 Maritime Drive, Ludington, MI, 49431 who operates the S.S. Badger (“Badger”), for the purposes of financing repairs to the City-owned dock which Badger seasonally uses.

Preamble. The City of Manitowoc owns a dock at 900 S Lakeview Street, Manitowoc, WI, that is used by Badger for purposes of seasonally unloading passengers, as well as other marine vessels. The dock sustained damage in 2016 and needs replacement to ensure continued safe docking for the Badger and other vessels. The City and Badger entered into a lease in 2012 where the parties agree to “reach agreement on the splitting of costs for such repairs.”

Badger has applied for and received two Harbor Assistance Program (HAP) Grants in the amount of \$3,000,000 from the State of Wisconsin to assist with improvements at the dock. The HAP Grant requires a 20% local match, which the City and Badger have agreed to split. Badger has received a \$20,000 loan from the City to assist with their share of the dock improvements. Badger is now seeking additional funds from the Wisconsin State Infrastructure Bank, which will be a pass-through loan from the City, to complete the project. The City has executed a separate loan agreement with the Wisconsin State Infrastructure Bank for this purpose.

Accordingly, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. **Loan.** The City shall loan to Badger, and Badger shall borrow from the City, the principal sum of \$500,000, with simple interest thereon at the rate of **2.25%** per year until paid in full (“Loan”).
2. **Loan Term and Initial Disbursement.** The term of the Loan shall be **twenty years**. Badger will make payments by October 1 of each year, commencing on October 1, 2019. Payments shall be made by October 1 each year in the amount shown on the attached Amortization Schedule, or more frequently, but the loan must be paid in full, including all interest as assessed by the City’s Finance Department, no later than October 1, 2039. Full disbursement of the Loan shall occur no later than March 1, 2019.
3. **Late Fees.** A late payment penalty in the amount of 12 per cent for any portion of the required payment which is more than ten (10) consecutive calendar days due from the due date shall be assessed and payable on the 11th day after the applicable monthly payment date. The late payment or nonpayment charge shall be payable upon demand, in order to compensate the City for its administrative expenses relating to the collection of past due or overdue amounts.
4. **Prepayment.** Badger may, at any time and without premium or penalty, prepay all or any portion of the Loan.
5. **Security.** This loan shall be unsecured.
6. **Records.** Badger shall maintain complete, accurate and organized books and records of

any and all receipts and disbursements of the proceeds of the Loan, as are consistent with U.S. generally accepted accounting or auditing principles. Badger shall retain said books and records for seven years from the date of repayment of the Loan. Any authorized representative of the City of Manitowoc or the State of Wisconsin shall at all reasonable times be given access to, and the right to copy, any and all such books or records.

7. **Taxes.** Badger shall be responsible for any and all taxes payable as a result of this loan. City is not providing Badger with any financial or tax advice.
8. **Applicable Law.** This Agreement shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin. Any litigation resulting from this Agreement shall be in Manitowoc County Circuit Court, Manitowoc, Wisconsin.
9. **Notices.** All notices shall be delivered via first class mail, postage prepaid, to the addresses listed in this Agreement.
10. **Relationship of Parties.** Nothing in this Agreement nor any act of Borrower or the Corporation shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.
11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.
12. **Authority to Bind.** By signing this agreement, all signatories warrant that they have authority to bind either City or Badger.
13. **Date.** This Agreement shall be dated and effective and binding as of the date of the last execution.

[signature page to follow]

