

AMENDMENT 3 (No Cost)

TO

GRANT AGREEMENT NO. 0495-18-07 (GO Bond Funding)

BY AND BETWEEN

**LAKE MICHIGAN CARFERRY SERVICE/SS BADGER
MANITOWOC, MANITOWOC COUNTY, WI**

AND

CITY OF MANITOWOC, MANITOWOC COUNTY, WI

AND

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

DATED THE 4th DAY OF June, 2019

This Amendment 3 to Harbor Assistance Program Grant Agreement No. 0495-18-07 dated the 17th day of September, 2018 is made and entered into this 4th day of June, 2019, by Lake Michigan Carferry Service/ SS Badger (“Company”), the City of Manitowoc (CITY) and the Wisconsin Department of Transportation (WisDOT).

WHEREAS, COMPANY and WisDOT entered into a Grant Agreement dated November 8th, 2019 (“Original Grant Agreement”) concerning bulkhead and fender system improvement to the SS Badger ferry docking facility in Manitowoc, as described in Original Grant Agreement; and

WHEREAS, by prior Amendment, the parties agreed the CITY, not the COMPANY, has paid and continues to pay invoices representing the cost of the project, and the CITY is being reimbursed by WisDOT; and

WHEREAS, by paying invoices and receiving reimbursement from WisDOT, the CITY has, in effect become the grant recipient with all applicable responsibilities; and

WHEREAS, the bulkhead and fender system (“infrastructure”), are fully owned by the CITY, and the COMPANY has no ownership rights to the infrastructure, but by separate lease agreement with the CITY, the COMPANY has the right to use the infrastructure.

NOW THEREFORE, the parties do hereby mutually agree that Section 7.1 (c) and (d) are added as follows:

Section 7.1 Transfer of Ownership or Lease Interest

(c) The COMPANY may not sell, sub-lease or transfer its lease rights to use the infrastructure without the prior written approval of the CITY and WisDOT. The CITY may not sell, lease or transfer its rights without the prior written approval by WisDOT. Approval in either case is predicated on the acceptance of the terms and conditions of this Agreement and all amendments thereto, by the buyer, lessee or recipient of any form of transfer

(d) No obligation to repay the WisDOT, as provided in subsection (a) above, shall trigger if:

(i) the transfer of lease interest by COMPANY or CITY is to an entity that (a) expressly assumes all terms and conditions of this Agreement, and (b) agrees to operate and maintain the Project Location for the purpose of transferring commercial waterborne cargoes during the 25-year period stated herein: or

(ii) the transfer of lease interest is an intra-company transfer between COMPANY and its subsidiaries.

IN WITNESS WHEREOF, the parties have caused this Amendment 3 to Grant Agreement No. 0495-18-07 to be executed by their duly authorized officers.

Witness:

Sara Spore

LAKE MICHIGAN CARFERRY SERVICE/ SS BADGER

By: Pat M. Cutler

Title: VICE PRESIDENT

Date: 5/31/2019

Witness:

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: Lisa A. Stern
Lisa A. Stern, P.E.

Title: Chief of Railroads & Harbors

Date: 6-4-2019

Witness:

[Signature]

CITY OF MANITOWOC

By: Jim M. Rutledge

Title: Mayor

Date: 6-3-19

AMENDMENT 2 (No Cost)

TO

GRANT AGREEMENT NO. 0495-18-05 (GO Bond Funding)

BY AND BETWEEN

**LAKE MICHIGAN CARFERRY SERVICE/SS BADGER
MANITOWOC, MANITOWOC COUNTY, WI**

AND

CITY OF MANITOWOC, MANITOWOC COUNTY, WI

AND

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

DATED THE 4th DAY OF June, 2019

This Amendment 3 to Harbor Assistance Program Grant Agreement No. 0495-18-05 dated the 17th day of September, 2018 is made and entered into this 4th day of June, 2019, by Lake Michigan Carferry Service/ SS Badger (“Company”), the City of Manitowoc (CITY) and the Wisconsin Department of Transportation (WisDOT).

WHEREAS, COMPANY and WisDOT entered into a Grant Agreement dated November 8th, 2019 (“Original Grant Agreement”) concerning bulkhead and fender system improvement to the SS Badger ferry docking facility in Manitowoc, as described in Original Grant Agreement; and

WHEREAS, by prior Amendment, the parties agreed the CITY, not the COMPANY, has paid and continues to pay invoices representing the cost of the project, and the CITY is being reimbursed by WisDOT; and

WHEREAS, by paying invoices and receiving reimbursement from WisDOT, the CITY has, in effect become the grant recipient with all applicable responsibilities; and

WHEREAS, the bulkhead and fender system (“infrastructure”), are fully owned by the CITY, and the COMPANY has no ownership rights to the infrastructure, but by separate lease agreement with the CITY, the COMPANY has the right to use the infrastructure.

NOW THEREFORE, the parties do hereby mutually agree that Section 7.1 (c) and (d) are added as follows:

Section 7.1 Transfer of Ownership or Lease Interest

(c) The COMPANY may not sell, sub-lease or transfer its lease rights to use the infrastructure without the prior written approval of the CITY and WisDOT. The CITY may not sell, lease or transfer its rights without the prior written approval by WisDOT. Approval in either case is predicated on the acceptance of the terms and conditions of this Agreement and all amendments thereto, by the buyer, lessee or recipient of any form of transfer

(d) No obligation to repay the WisDOT, as provided in subsection (a) above, shall trigger if:

(i) the transfer of lease interest by COMPANY or CITY is to an entity that (a) expressly assumes all terms and conditions of this Agreement, and (b) agrees to operate and maintain the Project Location for the purpose of transferring commercial waterborne cargoes during the 25-year period stated herein: or

(ii) the transfer of lease interest is an intra-company transfer between COMPANY and its subsidiaries.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to Grant Agreement No. 0495-18-05 to be executed by their duly authorized officers.

Witness:

Sara Spore

LAKE MICHIGAN CARFERRY SERVICE/ SS BADGER

By: Pat Kelly

Title: VICE PRESIDENT

Date: 5/31/2019

Witness:

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: Lisa A. Stern
Lisa A. Stern, P.E.

Title: Chief of Railroads & Harbors

Date: 6-4-2019

Witness:

Gregory

CITY OF MANITOWOC

By: Gregory

Title: Mayor

Date: 6-3-19

AMENDMENT 3 (No Cost)

TO

GRANT AGREEMENT NO. 0495-17-02 (GO Bond Funding)

BY AND BETWEEN

**LAKE MICHIGAN CARFERRY SERVICE/SS BADGER
MANITOWOC, MANITOWOC COUNTY, WI**

AND

CITY OF MANITOWOC, MANITOWOC COUNTY, WI

AND

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

DATED THE 4th DAY OF June, 2019

This Amendment 3 to Harbor Assistance Program Grant Agreement No. 0495-17-02 dated the 8th day of November, 2016 is made and entered into this 4th day of June, 2019, by Lake Michigan Carferry Service/ SS Badger (“Company”), the City of Manitowoc (CITY) and the Wisconsin Department of Transportation (WisDOT).

WHEREAS, COMPANY and WisDOT entered into a Grant Agreement dated November 8th, 2019 (“Original Grant Agreement”) concerning bulkhead and fender system improvement to the SS Badger ferry docking facility in Manitowoc, as described in Original Grant Agreement; and

WHEREAS, by prior Amendment, the parties agreed the CITY, not the COMPANY, has paid and continues to pay invoices representing the cost of the project, and the CITY is being reimbursed by WisDOT; and

WHEREAS, by paying invoices and receiving reimbursement from WisDOT, the CITY has, in effect become the grant recipient with all applicable responsibilities; and

WHEREAS, the bulkhead and fender system (“infrastructure”), are fully owned by the CITY, and the COMPANY has no ownership rights to the infrastructure, but by separate lease agreement with the CITY, the COMPANY has the right to use the infrastructure.

NOW THEREFORE, the parties do hereby mutually agree that Section 7.1 (c) and (d) are added as follows:

Section 7.1 Transfer of Ownership or Lease Interest

(c) The COMPANY may not sell, sub-lease or transfer its lease rights to use the infrastructure without the prior written approval of the CITY and WisDOT. The CITY may not sell, lease or transfer its rights without the prior written approval by WisDOT. Approval in either case is predicated on the acceptance of the terms and conditions of this Agreement and all amendments thereto, by the buyer, lessee or recipient of any form of transfer

(d) No obligation to repay the WisDOT, as provided in subsection (a) above, shall trigger if:

(i) the transfer of lease interest by COMPANY or CITY is to an entity that (a) expressly assumes all terms and conditions of this Agreement, and (b) agrees to operate and maintain the Project Location for the purpose of transferring commercial waterborne cargoes during the 25-year period stated herein: or

(ii) the transfer of lease interest is an intra-company transfer between COMPANY and its subsidiaries.

IN WITNESS WHEREOF, the parties have caused this Amendment 3 to Grant Agreement No. 0495-17-02 to be executed by their duly authorized officers.

Witness:
Sara Spore

LAKE MICHIGAN CARFERRY SERVICE/ SS BADGER

By: Pat M. Utley
Title: VICE PRESIDENT
Date: 5/31/2019

Witness:

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: Lisa A. Stern
Title: Chief of Railroads & Harbors
Date: 6-4-2019

Witness:
Gregory M. ...

CITY OF MANITOWOC

By: Gregory M. ...
Title: Mayor
Date: 6-3-19