



DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2550

May 23, 2014

IN REPLY REFER TO:
Real Estate Division

Richard M. Novak
Executive Director
Lorain Port Authority
319 Black River Lane
Lorain, Ohio 44052

Dear Mr. Novak:

Please reference Department of the Army License No. W911XK-3-13-1004, which authorizes the use of the Corps of Engineers' Government Moorage Basin for the moorage, ingress, and egress of passenger vessels (i.e. the "Jet Express") at the Cleveland Harbor Engineer Wharf, Ohio. This license expired on April 14, 2014.

To renew this license, we have enclosed four copies of Supplemental Agreement No. 1 to Department of the Army License No. W911XK-3-13-1004 and a Certificate of Authority. Please sign and return three (3) copies of the Supplemental Agreement, and complete and return the Certificate of Authority. Please do not date the top of the Supplemental Agreement because the Corps will date the agreement upon countersignature. The fourth copy of the Supplemental Agreement is for your records until a fully executed copy is returned to you.

In compliance with Special Provision No. 17d, please provide this office with an updated Certificate of Liability Insurance. License No. W911XK-3-13-1004 must appear on all insurance documents submitted.

If you have any questions, please contact me by e-mail at Shawn.S.Sanchez@usace.army.mil or by phone at (313) 226-1326.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn S. Sanchez".

Shawn S. Sanchez, M.S.
Realty Specialist, Real Estate Division
Technical Services Branch

Enclosures

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the
(someone other than the person signing the agreement)

_____ for the
(my position of responsibility within the organization)

Lorain Port Authority (Port) and that

_____, who signed the agreement

on behalf of the Port was at the time of signature

its _____, and that person
(position held)

who executed the agreement on behalf of the Port acted

within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, _____.

(Signature)

**DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 1
TO DEPARTMENT OF THE ARMY
LICENSE NO. W911XK-3-13-1004**

THIS SUPPLEMENTAL AGREEMENT entered into this ____ day of _____, _____, by and between the **Lorain Port Authority**, hereinafter called the Grantee, and the **United States of America**, hereinafter called the Government.

WITNESSETH:

WHEREAS, Department of the Army License No. W911XK-3-13-1004, dated 19 April 2013, which authorized use of the Corps of Engineers' Government Moorage Basin for the moorage, ingress, and egress of passenger vessels (i.e. the "Jet Express") at the Cleveland Harbor Engineer Wharf, Ohio, as more accurately described in the basic license; and

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date, and the Grantee has a new mailing address; and

WHEREAS, the Government has no objection to extending the license, and the Government will update the new mailing address in the license.

NOW, THEREFORE, effective 15 April 2014, the license is modified in the following particulars, but in no others:

Condition No. 1 ("Term") is modified by **DELETING** therefrom, "for a term of 1 year, beginning 15 April 2013 and ending 14 April 2014," and **SUBSTITUTING** in lieu thereof, "for a term of five (5) years beginning on 15 April 2014 and ending on 14 April 2019."

Condition No. 3 ("Notices") is modified by **REPLACING** the mailing address used to contact the Grantee to read as, "to the Lorain Port Authority at 319 Black River Lane, Lorain, Ohio, 44052."

The following "Special Provisions" and revised Exhibit "A" are **ADDED** hereto and made part of the license:

"17d(4). Valid liability insurance shall remain in effect for the duration of this license agreement."

"17e. The mooring schedule and any mooring, ingress, and egress activities in the Corps of Engineers' Government Moorage Basin must also be coordinated with Ms. Melissa Brkich, the Cleveland Harbor Master, to assure compliance with all local harbor regulations. Ms. Brkich can be reached by e-mail at mbrkich@clevelandairport.com or by phone at (216) 265-6131."

Exhibit "A" is **REPLACED** with the attached drawing as of May 22, 2014, to allow for minor updates to the drawing utilized in the original license.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Supplemental Agreement No. 1 on the date first written above.

THE LORAIN PORT AUTHORITY

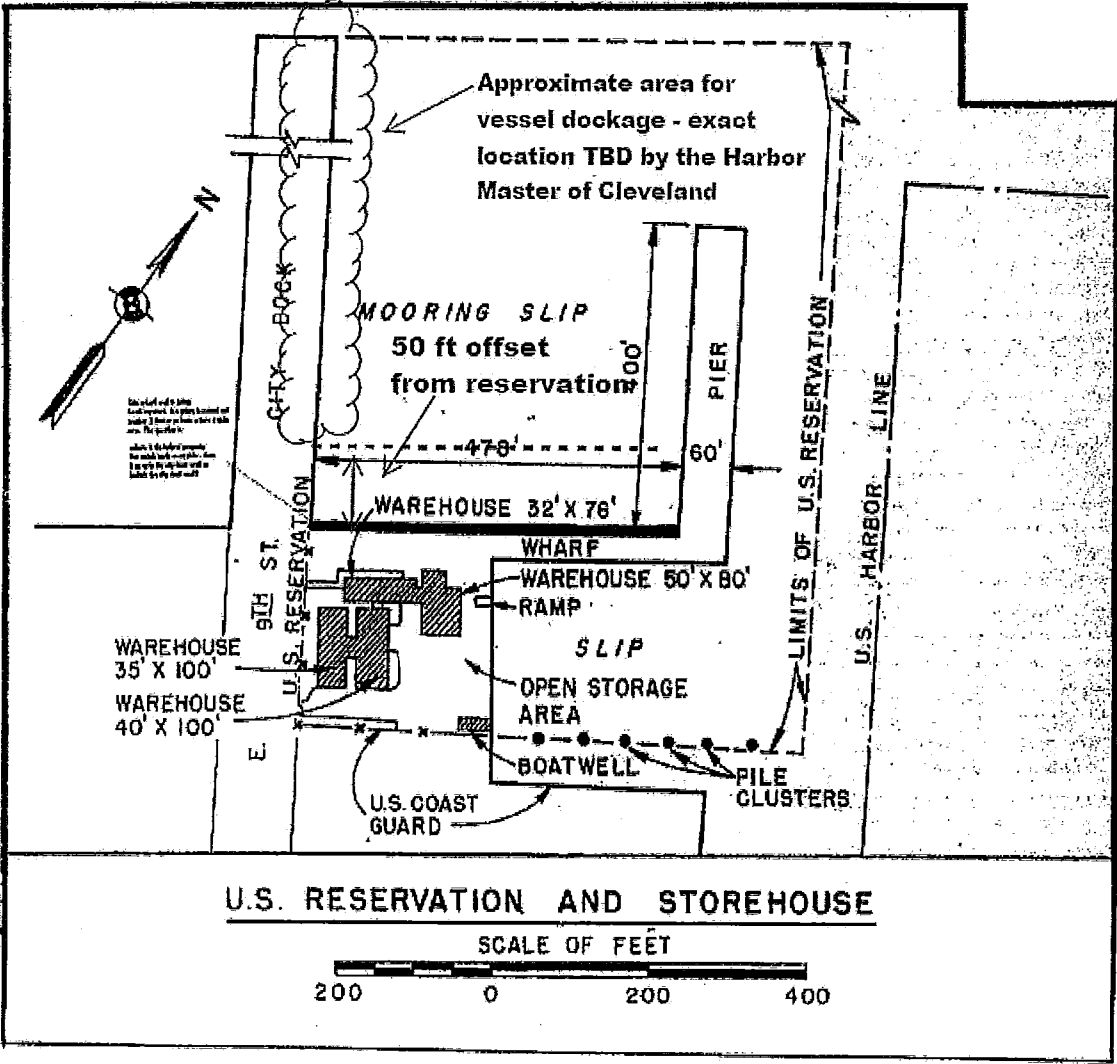
(signature)

(printed name)

(printed title)

THE UNITED STATES OF AMERICA

VICTOR L. KOTWICKI
Real Estate Contracting Officer
Detroit, Buffalo and Chicago Districts



This drawing was revised and replaced Exhibit "A" within the license on May 22, 2014.

Exhibit "A"
(Sheet 1 of 1)