

TEMPORARY BERTHING AGREEMENT

This Agreement, relating to property known as the North Shore Landing, is entered into between the **City of Chattanooga, Tennessee**, (hereafter "City"), a municipal corporation and **TAC Cruise, LLC**, a Delaware limited liability company ("TAC").

WHEREAS, the parties formerly had an agreement setting forth the terms governing the berthing of a vessel owned by TAC at North Shore Landing known as the Delta Queen; and,

WHEREAS, the agreement has lapsed, and the City has properly ordered that the vessel be removed from the North Shore Landing on or before August 15, 2013; and,

WHEREAS, TAC has requested additional time to remove the vessel.

THEREFORE, for valuable consideration exchanged among the parties including the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged by each party to this Agreement, the parties covenant, contract and agree as follows:

1. TEMPORARY BERTHING AGREEMENT. The City grants TAC the temporary right to berth the Delta Queen and accessory vessels at the North Shore Landing until no later than September 30, 2013.
2. REMOVAL OF VESSELS FROM PREMISES. TAC hereby agrees to remove the Delta Queen and any accessory vessels used in the operation of the Delta Queen or otherwise, at its own expense and without any recourse or claims against the City, by September 30, 2013. TAC agrees to return the premises to the City in the same or similar condition of the premises before the berthing of the Delta Queen at the North Shore Landing, including, but not limited to, disconnection of utility services, subject to ordinary wear and tear. TAC agrees to comply with all federal, state and local laws and regulations governing the use and relocation of the Delta Queen and to obtain all permits and consents necessary to remove the Delta Queen and all accessory vessels related to or used with the Delta Queen.
3. RENTAL FEE FOR USE OF PREMISES. TAC agrees to pay to the City the sum of One Thousand Five Hundred Dollars (\$1,500.00) for August and September 2013 on the date this agreement is executed for the use of the North Shore Landing to berth the Delta Queen until September 30, 2013. Failure to remove the vessel shall result in a late fee of One Hundred Dollars (\$100.00) per day. Additionally, the City shall have the remedies provided in Paragraph 8 of this agreement.
4. LIABILITY FOR USE OF PREMISES BY DELTA QUEEN. TAC agrees that it, and any party to the current Charter agreement for the vessel, conducted its activities on the premises so as not to endanger any persons or property therein. TAC releases the City from any liability for any and all claims that may result or be filed against the City for berthing of the Delta Queen and accessory vessels at the North Shore Landing. TAC agrees to indemnify, save and hold harmless and defend the City, and all of its officers, agents and employees from any

and all claims resulting from losses, injuries, damages and liabilities to persons or property resulting, wholly or in part, from acts or omissions of TAC, including acts or omissions of its contractors, agents, officers, employees, guests and/or patrons. This section further requires TAC to indemnify, save and hold harmless and defend the City, and all of City's officers, agents and employees, from any and all claims for injuries or damages resulting from "runaway" barges or other watercraft owned or operated by TAC or any party to the current Charter agreement related to the vessel, dislodged or freed in any manner from mooring at the premises.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and may not be modified in any manner unless by agreement in writing signed by the parties hereto or their respective successors in interest. The provisions of this section shall not be deemed a waiver of any of the conditions against assignment set forth in this Agreement. This Agreement shall be governed by Tennessee law.

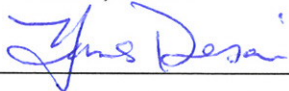
6. LIABILITY INSURANCE. TAC shall maintain or cause to be maintained general liability insurance on the vessel in the amount of Five Million Dollars (\$5,000,000.00).

7. INJUNCTIVE RELIEF. TAC expressly acknowledges that the City is entitled to immediate mandatory injunctive relief to enforce the terms of this Agreement if, for any reason, TAC fails to comply with the terms of this Agreement, including removing the Delta Queen and accessory vessels from the North Shore Landing on or before September 30, 2013.

8. REMEDIES. TAC agrees that if the Delta Queen and accessory vessels are not timely removed, then the City shall have the right to remove or relocate the Delta Queen and its accessory vessels. TAC agrees to pay as liquidated damages twice the amount any costs incurred by the City to remove or relocate the Delta Queen and accessory vessels from the North Shore Landing, including reasonable attorney fees and court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TAC CRUISE, LLC:

By: 

Printed Name: Hans Desai

Date: 8/27/13

City of Chattanooga:

By: 

Printed Name: WADE H. WOOD

Date: 9-10-2013