

AMENDMENT TO THE GROUND LEASE FOR CAMPING  
BETWEEN THE COUNTY OF MUSKEGON AND  
AMERICAN BIKERS AIMING TOWARD EDUCATION,  
REGION 5 OF THE STATE OF MICHIGAN

WHEREAS, the Lease approved on September 15, 2011 is due to expire, and,

WHEREAS, the parties wish to extend the Lease so as to provide some assurance to ABATE concerning future use and access to the campground,

NOW THEREFORE the parties hereto do amend Paragraph 3 of the Lease approved on September 15, 2011 to read as follows:

The current Lease shall be extended for an additional three (3) year term. The Lease period shall end on September 1, 2016. If ABATE is not in default of any provision of the Lease it has the option to extend the existing Lease for two (2) additional terms of three (3) years each covering the same time period. ABATE's option to extend must be exercised by giving a written notice of the request for the extension not less than twelve (12) months before any then current Lease expires. The extension notice shall be in the format attached as Exhibit A.

The parties hereto do incorporate and ratify all of the terms of the existing Lease into this Amendment as repeated word for word.

Dated: 9/3, 2013

COUNTY OF MUSKEGON

By Kenneth Mahoney  
Kenneth Mahoney, Chairman  
Muskegon County Board of Commissioners

Dated: 6-28, 2013

AMERICAN BIKERS AIMING TOWARD  
EDUCATION (ABATE) REGION 5 OF THE  
STATE OF MICHIGAN

By Scott Janiga  
Scott Janiga

Its President

EXHIBIT A

NOTICE OF EXERCISE OF OPTION

TO: County of Muskegon

NOTICE IS HEREBY GIVEN, in accordance with Paragraph 3 of the Lease, made and executed between the County of Muskegon and American Bikers Aiming Toward Education ("ABATE"), Region 5 of the State of Michigan, dated 8/27/13, that ABATE hereby exercises the option to extend the Lease and agrees continue to follow the Lease provisions as written.

Dated: 9/9/2013

American Bikers Aiming Toward Education  
(ABATE) Region 5 of the State of Michigan

By: Scott Janiga

Its: Regional Coordinator

**GROUND LEASE FOR CAMPING BETWEEN  
THE COUNTY OF MUSKEGON AND  
AMERICAN BIKERS AIMING TOWARD EDUCATION,  
REGION 5 OF THE STATE OF MICHIGAN**

This Lease (the "Lease") is entered into on 9/27, 2011 between the County of Muskegon, a Michigan municipal corporation, with offices at 990 Terrace Street, Muskegon, Michigan 49942, ("Lessor" or "County") and American Bikers Aiming Toward Education, ("ABATE"), Region 5 of the State of Michigan, with offices at P.O. Box 309, Milford, Michigan 48381-0390, on the terms and conditions set forth below.

1. Purpose. The purpose of this Lease is to provide for camping facilities to be used by ABATE volunteers during the 2012-2013 Bike Time event and the Hot Rod Magazine 2012 Power Tour.

2. Premises. Lessor leases to ABATE and ABATE leases from Lessor real property located in the City of Muskegon, Muskegon County, Michigan, commonly referred to as 825 W. Western Avenue, or more particularly described in the attached Exhibit A. It is estimated that the Premises will accommodate fifty (50) campsites.

3. Term. This Lease shall be for two separate periods during 2012, specifically June 2-4, 2012 and July 20-22, 2012 and a date to be determined based on the 2013 Bike Time event.

4. Rent. ABATE shall pay to the Lessor an amount equal to five (5%) of the gross profit from the rental of campsites on the premises during the term of this Lease. Profit shall be defined as the entire income of the event, less reasonable costs incurred by ABATE. ABATE shall submit payment to Lessor within thirty (30) days after the termination of the Lease. In addition to payment, ABATE shall submit to Lessor a complete financial report showing the basis upon which the rent was calculated.

5. Gross Profit. The term gross profit as used in this Lease shall mean the revenue generated by ABATE during the Bike Time events and the Hot Rod Magazine 2012 Power Tour, including without limitation, any sales, rental, vendor and merchandise proceeds.

6. Record Keeping Report and Audits. ABATE shall keep an accurate record of the income activities resulting from the conduct of the Bike Time events and the Hot Rod Magazine 2012 Power Tour. Such record shall be open to inspection by authorized representatives of Lessor at all times reasonable. All supporting records, documents, books and accounts shall be kept and retained by ABATE for a period of twelve (12) months and made available to the Lessor upon request.

7. Use. The Premises may be used for camping and for parking for ABATE volunteers, who are also camping on the Premises, during the period of the Lease. It is understood that ABATE will not construct any improvements or structures on the leased Premises.

8. Responsibilities of ABATE. ABATE agrees to assume all responsibilities with regard to managing parking and camping on the Premises, including, but not limited to paying any and all out-of-pocket costs which might be associated therewith, including, if necessary, any payments which may need to be made to either parking personnel or supervisors thereof, it being the understanding of the parties hereto that the undertaking by ABATE shall be at absolutely no cost to Lessor. Furthermore, parties agree and acknowledge that the Premises is not to be substantially altered, without prior written authorization from Lessor, and that any and all costs of such alteration, if authorized, would have to be borne by ABATE. Provided finally, ABATE agrees to return the Premises to its original condition, ordinary wear and tear excepted, upon completion of activities.

9. Government Permits and Local Ordinances. It is ABATE's obligation under this Lease to obtain all necessary governmental permits and approvals for its proposed use of the Premises during the periods of June 2-4, 2012 and July 20-22, 2012 and a date to be determined based on the 2013 Bike Time event. ABATE agrees to proceed in good faith and with diligence to obtain these permits and consents. If any necessary permits or approvals cannot be obtained by May 1, 2012 for the 2012 event and May 1, 2013 for the 2013 event, ABATE or Lessor may elect to terminate this Lease without any further liability to either party.

10. Liability Insurance. ABATE agrees to indemnify and hold Lessor harmless from any and all liability which might be incurred as a result of negligence on the part of ABATE supervisors, employees and/or volunteers. In addition, ABATE agrees to maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and to name Lessor as an additional insured. The insurance policy shall carry an endorsement requiring that Lessor shall be given immediate written notice prior to any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to Lessor no later than May 1, 2012 for the 2012 event and May 1, 2013 for the 2013 event. Lessor and ABATE and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by Lessor and ABATE and waiving all rights of subrogation by their respective insurers.

11. Signs. Upon Lessor's written approval, ABATE may erect, maintain and remove signs, appropriate to its business operation, in or about the Premises as ABATE may deem necessary or desirable. The signs shall be in compliance with all governmental regulations and be harmonious in size, style and content with those of Lessor and any adjoining office or offices or Lessor.

12. Right of Inspection. Lessor and its authorized officers, employees, assigns, contractors and sub-contractors shall have the right, (at such times as may be reasonable under the circumstances and with as little interruption to ABATE's operation as is reasonably practical) to enter upon the Premises to inspect such Premises at reasonable intervals, during regular hours, (or at any time in the event of an emergency) to determine whether ABATE has complied with and is complying with the terms and conditions of this agreement and Lease with respect to the Premises.

**ABATE shall also be obligated to comply with all Federal, State and local laws and regulations.**

13. Default. This Lease is granted on the condition that if an event of default ("Event of Default") shall occur and then a default ("Default") occurs, this Lease may be terminated. An Event of Default shall occur if there has been (1) failure by ABATE to obtain any policy of insurance, or to pay any insurance premium required by the terms of this Lease to be paid by ABATE; (2) Failure to obtain the necessary governmental approvals prior to the commencement of the Lease; (3) Failure by ABATE to comply with any other obligation or provision of this Lease. Following an Event of Default Lessor may send to ABATE notice of the Event of Default. The Default will become effective upon delivery.

14. Indemnity. To the fullest extent permitted by law, ABATE shall defend and indemnify and hold harmless the County, its subsidiaries, departments, divisions and agencies and their respective officials, officers, directors, employees and agents from and against any and all liability, litigation, causes of action and claims by whom so ever sought or alleged and regardless of the legal theory upon which it is based and from and against all losses, costs, expenses, fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to or arising out of bodily injury or death of any person or on account of damage to property, including loss of use thereof arising or allegedly out of or resulting from the activities related to this ground lease. The foregoing indemnity of the County should include but not be limited to claims alleging or involving the negligence of ABATE or the joint member of ABATE and/or the County but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

15. Entire Agreement and Amendment. In conjunction with matters considered herein, this Lease contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Lease may be altered, amended or modified only by an instrument in writing, executed by the parties to this Lease and by no other means. Each party waives their future right to claim, contest or assert that this Lease was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

16. Authority. The parties to this Lease warrant and represent that they have the power and authority to enter into this Lease in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Lease have been fully complied with. Furthermore, by entering into this Lease, ABATE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which ABATE is obligated, which breach would have a material effect there on.

17. Michigan Law. This Lease shall be governed by the laws of the State of Michigan. Any litigation regarding this Lease or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

18. Assignment. ABATE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Lessor and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. No Waiver of Default. No delay or omission of Lessor to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to Lessor shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of Lessor.

22. Successors and Assigns. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

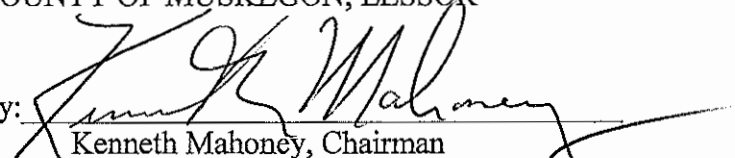
23. No Third-Party Beneficiary. No person dealing with Lessor or ABATE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between Lessor or the ABATE and any staff, visitors, residents, or other individuals who may have business through Lessor.

24. Terms and Conditions. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

COUNTY OF MUSKEGON, LESSOR


Dated: \_\_\_\_\_, 2011

By:

  
Kenneth Mahoney, Chairman  
Muskegon County Board of Commissioners

AMERICAN BIKERS AIMING TOWARD  
EDUCATION (ABATE) REGION 5 OF THE  
STATE OF MICHIGAN

Dated: 10-17-, 2011

By:   
Jerry Nichols

Its: \_\_\_\_\_