

LOUISVILLE MARINA LEASE AGREEMENT

Louisville Marina, LLC, (dba Louisville Landing), (Lessor), hereby agrees to lease to _____,
(Lessee and boat owner), subject to all of the terms, and conditions of this agreement herein, one boat slip in the water at
Louisville Marina (hereinafter, Marina), for the following described boat: Length _____ ft., Beam _____ ft Type _____,
Make _____, Year _____, Holding tank? Y/N, Registration _____, Name _____,
Insurance Co./Agent/phone _____, Policy no. _____.

Term. The term shall commence upon _____ 20__ and expire on March 31, 2003. At expiration of this term,
lease shall automatically renew on a year to year basis upon same terms and conditions as herein, (excepting published rental
rate changes), unless either party gives prior written notice of his intent to not renew this agreement. Removal of any boat
from the premises shall not terminate this agreement or any other obligation hereunder. This lease agreement may not be sub-
leased or assigned. Upon lease termination per terms herein, Lessee agrees to promptly remove boat from the premises. Any
Holdover without written permission shall incur, and lessee agrees to pay, double the rental provided hereunder until removed.

Rent. Lessee agrees to pay a monthly lease payment of \$ _____ due and payable in advance on the 1st day of each
month. Any payment not received by the 10th day of the month due, may result in a late charge of \$10.00. If Rental or other
payment due is not received within 30 days of due date, Lessee hereby permits the Lessor to charge the rental due to the credit
card listed as: VISA/MC No. _____, Exp. Date _____ and/or may subject the owner's boat to being
removed, secured or sold per Tennessee Code. In lieu of credit card number above, a security deposit of \$ _____ is hereby
acknowledged as paid and will be returned upon final payment of all amounts due at end of lease. Please check here if you
would like us to automatically debit your credit card for rent each month (____).

Insurance. Lessor requires, and Lessee agrees to carry hull insurance coverage and general liability insurance with minimum
coverage per incident of \$300,000 while boat is moored at the Marina. (Within this document, "Marina" is defined as: all
property, owned, leased, or controlled by Lessor and area within the "harbor limits" as shown on TVA maps. Lessee shall
furnish certificate of insurance within 15 days of lease commencement; or at the sole option of Lessor, this lease shall become
null and void. Lessee shall forever protect, hold harmless, and indemnify Lessor against all claims or liabilities of any kind
caused by, or to the owner, owner's boat or other property, including personal injuries, death, or the loss, damage or theft, or
other property that arises directly or indirectly from the use or storage of boat(s) or other property at the Marina, including
those caused unintentionally by Lessor, unauthorized users; acts of God, wind, rain, ice, snow, freezing conditions, lake
fluctuations, wake, fire, or resultant infrastructure failure; acts or omissions of Lessor, his agents, employees, other lessees, or
any other cause (excepting intentional misconduct), while being stored or moved within the Marina. Lessee authorizes Lessor,
its agents or employees to move Lessee 's boat for safety or other marina operations. Lessor does not carry insurance covering
the property of the lessee. Lessees moor at their own risk!

Discharge. It is contrary to local, State, and Federal laws to discharge any chemicals, household gray water, or sanitary waste
water (treated or untreated) within the harbor limit. Lessee agrees to abide by, and have his boat adhere to, all Federal, State,
local, TWRA, TVA, and Corp of Engineers laws, regulations, rules, and statutes, including FWPCA (marine toilet) regulations
and requirements. Lessor shall have the right, but not the obligation, to inspect all boats/boathouses in the marina to determine
compliance with the above requirements or vessel's seaworthiness. Lessee agrees to remove his vessel immediately from the
Marina at his own expense, if found by Lessor to be in violation of any of the above laws, or otherwise in an unsafe, non
navigable, or unseaworthy condition and to indemnify Lessor for any liability or fines incurred because of such violations. All
discharges within harbor limit area are prohibited! We provide holding tank pump-out facilities for your use. See also
rule no. 11 below.

Terms. Lessee(s) agree that they and their guest(s) shall at all times agree to and will adhere to the following while within the
harbor limits, premises, or close proximity of the Marina. Lessee's violation of the articles below shall allow Lessor to
terminate this lease with 30 days notice; and where health, safety, or water quality, or regulatory issues are concerned; allow
Lessee to request Lessee's immediate removal from the Marina, and Lessee hereby agrees to comply with such request.

1. No boats shall be fueled, repaired, or cleaned with chemicals while in the slip area. No mechanic, craftsman, or other
person shall be allowed at the Marina without prior approval of Lessor for each visit; each showing evidence of adequate
General Liability and Workmen's Comprehensive Insurance coverage. Gasoline not allowed on docks.
2. Lessee shall not leave any rubbish, articles, or supplies of any kind on the walkways serving docks.
3. Pets must be attended. You must clean up after your pet anywhere on the premises. Pets may be prohibited as necessary.

4. One boat shall reside in designated slip unless otherwise approved by Lessor for an extra charge. Lessee shall not modify or add to dock or boathouse in any manner without written consent from Lessor.

5. Within the harbor limits or immediate areas of approach, boats shall be operated at idle speed; no swimming, skiing, or diving allowed in these areas. Fireworks or firearms shall not be displayed or discharged at the marina.

6. Lessees and their guests shall not engage in any disorderly behavior; and will not create annoying noise, or smells within the harbor area at any time. Lessor retains the right to regulate annoying activity at the marina.

7. Slip assignment or parking arrangements may change remaining the prerogative of the Lessor throughout term of this lease, for the overall efficiency of operation; however we will attempt to accommodate Lessee's desires when possible. Overnight parking of vehicle at Marina requires notification to, and written permission of, Lessor. Unidentified, unauthorized or mis-parked vehicles will be subject to surcharge or towing.

8. In the event that a mechanical defect or emergency places the property of the lessee or any other lessee's property in danger, lessee grants Lessor the right, but not the responsibility, to take such action as Lessor, in its sole discretion, deems necessary to safeguard any property located within the marina. Lessee agrees to pay Lessor for any and all reasonable expenses which Lessor incurred on behalf of lessee.

9. Lessee shall pay as additional rent, any separately metered electrical service. Live-boards may be surcharged for certain services, utilities, or multi-vehicle parking at discretion of Lessor.

10. Waste receptacle is for tenant's normal household type garbage only. Chemicals, engine parts, and debris shall be removed from the premises by the owner or his contractor. Mechanics that spill or leave used oils or other waste on marina site will be denied future access to the marina. There will be no leniency regarding this provision!

11. The opening or discharge within the harbor limit of any regulated materials, paints, thinners, solvents, waste, sewage, or petroleum products of any type or in any amount, and all other activity negatively impacting water quality is prohibited!

12. No "For sale" signs, advertising, soliciting, business operation will be allowed on marina property. For security reasons, known Brokers or boat owner shall accompany any prospective purchaser on dock to view boat.

13. Owners of boats over 50 feet long shall be responsible for determining need and providing additional anchoring sufficient to mitigate damage to other boats or dock caused by wind or current.

14. In the event of any breach of this agreement by lessee, lessee agrees to pay for any and all legal costs, including attorney fees, for Lessor to collect money due from lessee. Also, the lessee agrees to pay any and all reasonable expenses itemized by the Lessor, as a result of damage or injury to any property or personnel of the Lessor, and other individuals on or about the Lessor's premises for which the Lessor might be liable, including any and all reasonable investigation and legal expense incurred by the Lessor as a result of lessee's or it's guests activities; and to pay attorney fees incurred by the lessee's refusal to pay such itemized expenses after written demand by the Lessor.

These rules and conditions may be amended from time to time as deemed desirable by Lessor; or as necessary for compliance with pertinent laws, regulations, ordinances; or the safe and efficient operation of the Marina. It is our desire to allow you the most safe and pleasurable experience possible at Louisville Landing Marina. Please send all remittances and correspondence to the address below.

Lessor: Louisville Marina, LLC.

Lessee:

By _____ date _____
Ed Campbell,
Chief Manager

Louisville Marina, LLC
P.O. Box 220
Knoxville, TN. 37777
865-984-9001
Fax: 984-9029

_____ date _____
Signature

Address: _____
_____ Zip _____

Phone: _____ Fax: _____

Full description of trailer if left on the premises:

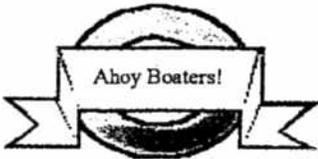
Bus. Ph: _____, e-mail: _____



April 28, 2002

Marina & Resort LLC .

P. O. Box 489 • Highway 58 • Harrison, TN 37341
423-344-8331 • Fax 423-344-6275



The Staff at Island Cove would like to take this opportunity to wish you and your family a safe and happy boating season. We will be open from 8:00 a.m. until 6:00 p.m. Monday through Saturday and 9:00 a.m. until 6:00 p.m. on Sunday. Remember the ship store is fully stocked for the season and we have gas available 24 hours a day with the credit card pump. We have recently purchased some very nice Island Cove embossed aluminum license tags. If you would like one for your car, just stop by the ship store and pick one up.

Do not
recommend
or endorse
24 hr credit
card pump.
May lead to
fuel spills or
worse.

Please be advised it is against the law to discharge raw sewage into the lake. The Coast Guard is charging all inland marinas with the responsibility of helping eliminate the discharge of raw sewage into our lakes and rivers. If you have overboard capabilities, you must treat the waste with an approved sanitation device or you must lock your y-valve in a position that will not allow waste to pass into the water. We have the numbered locking devices required to make your y-valve legal. We will supply it to you at no charge and record your name and boat as required by the Coast Guard. Marinas are required by law to take appropriate steps if we become aware of boats in violation of the law.

Please read the enclosed rules and regulations of the marina. If everyone will follow these simple rules, we will all have a great summer.

As in the past, we are here to serve all your boating needs with the most complete facility in the area. If you have any comments or suggestions on how we could better serve you, please let us know.

Thank you and Happy Boating!

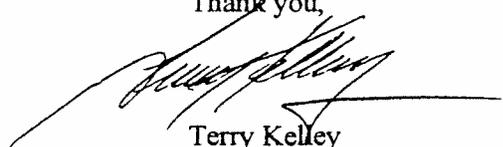
Terry Kelley
General Manager

Marina Rules and Regulations

1. It is against marina rules and the law to discharge raw sewage into the lake.
2. 300 feet from any commercial dock is a No Wake Zone.
3. All dogs must be on a leash at All times.
4. If your dog has an incident, please clean it up!!!
5. Do NOT dispose of waste oil or batteries in the trash receptacles. If you will bring it to the parts department, we can dispose of it properly.
6. Do not dispose of carpet or construction materials in or around the Marina trash receptacles.
7. No gasoline carried onto the docks.
8. Vacant boat slips are for transient guests only. Do not tie up jet skis or boats in empty slips.
9. Please be courteous with your music and use good judgement about playing it too loud.
10. Dry storage customers -- boats brought in after 5:30pm will be picked up the next day.
11. Dry storage customers – if you would like your boat in the water before we leave, please call before 5:00pm.
12. Trailer Permits are REQUIRED in order to use the launch ramp. These permits may be purchased for \$35.00 and must be renewed annually.
13. Do NOT leave your trailers at the marina. Stray trailers will be locked down, tagged, and charged \$5.00 per day storage.
14. Last and very important. All charges to your dockage account are due and payable by the 10th of each month.
15. Pool Info- We still have a few memberships available for this season! \$200.00. Please call.

*** Please observe the rules and regulations of the Marina at all times so everyone can enjoy the facility. Thanks for your patronage and support and most of all enjoy a great boating season. ***

Thank you,



Terry Kelley
General Manager

LAKESITE MARINA

ADDENDUM TO LEASE:

MARINE TOILET (HEAD) _____ YES _____ NO

If YES then check type of toilet:

_____ Port-A-Potty - Must be emptied and rinsed out at dump station or away from marina limits - NO discharge in water allowed anywhere on lake from this device.

_____ TYPE I or TYPE II Coast Guard Approved - Must be inspected and certified to be working correctly. NO discharge within harbor limits allowed.

_____ TYPE III Coast Guard Approved Holding Tank - Must be inspected and certified to be working correctly. Holding Tank must be pumped at approved pumping station and record maintained. "Y" Valve must be sealed.

I certify that the marine toilet I have marked above has been inspected and certified to be in good working order and complies with all marine sanitation device regulations and dumping laws.

I will indemnify the marina for all expenses and penalties they may incur if my marine toilet and waste system does not comply with all marine sanitation device regulations and dumping laws.

Signed _____

Dated _____

Boat Slip # _____

BOATHOUSE AND WET STORAGE

RULES AND REGULATIONS

FOR GOLD POINT MARINA

1. Owners shall operate their boats, including jet skis, wet bikes and similar vessels, in a manner that will not create any wake in the Marina area. Owners shall be responsible for any damage caused to docks, other boats or any other property as a result of any wake created by Owners, their guests or friends.
2. No maintenance on any boat shall be performed without the prior written approval of Marina except such minor maintenance as would be normally performed by a Boat Owner without the benefit of a boat mechanic or craftsman. If approval is granted, Boat Owner shall be liable for any and all damage to dock, other boats or any other property. There will be no major repair work done on boat while in slip or at dockside. Work includes sanding, painting, fiberglassing, woodwork, engine overhaul, carpet installation or any other such work. Fueling of boats is to be out of the Marina area. No boathouse shall be altered except on condition of written permission of management and TVA permit. *
3. There shall be no swimming, air mattress or playing in water at mooring points, Marina docks, launching ramp or any other area in the Marina area. This would be dangerous to the swimmer and Boat Owner alike. There also will be no running or "horse playing" on docks. Owners are responsible for the conduct and safety of their guests.
4. The disposal into the lake, harbor area or marina of garbage, sewage, oil, fuel or any other waste material is not permitted. The same holds true on land as well as the premises of the Marina. No garbage or garbage cans are permitted on any docks or fingers. However, there are garbage receptacles on shore for your convenience. No oil shall be disposed of in the receptacles on land. *
5. Charcoal or wood fire grills are not to be used on docks or boats while docked in slips. Gas grills are allowed except under covered slips (the smoke leaves a deposit of grease and smoke under the roof which later drips on boats). Owner is responsible for keeping all walkways around boathouse and/or boat clear of cooking grills, debris, trash, boats, water hoses or any other item that would hinder free access or walking on the dock. No storage lockers are allowed on any docks or fingers. No carpet will be allowed on any docks belonging to the marina anywhere. This causes the deck and wood to rot.
6. Owner should be aware of the danger of the use of electricity around the Marina and should take all possible precautions to avoid any potentially dangerous situation. Alteration of any outlet, circuit breaker or electric wiring must be performed by Marina personnel only. All connections to the Marina receptacles must be grounded and all wiring and connections must be U.L. approved and be of adequate size for power provided. All boathouse owners must insure that all wiring on boathouses meets all applicable electrical codes. No water will be provided on docks from the 15th of November through the 15th of March, unless weather conditions warrant otherwise, to prevent freeze damage to water lines.
7. Noise shall be kept to a minimum at all times. Owners shall use discretion when starting and running engines or using radios, and TV, tape players and other amplified equipment so as to not disturb others. The entertainment is for your pleasure only, not that of your neighbor and fellow boatman. Loud partying or any loud noises will not be permitted after 11:00 p.m. Any dock party and other events must request permission in writing at least two (2) weeks before scheduled date of event. Boat Owners who sign request will be held responsible for any damage to area and conduct of all parties involved.
8. Boat trailers are not to be parked in the main parking area but must be kept in designated area only. Any trailer parked in any other area will be towed at Owner's expense. This also applies to guest's and friend's trailers. Small boats may be temporarily tied behind approved vessel but must be tied on both ends not blocking slip next to your boat or floating partially free. That would restrict any other boat going in and out of the Marina. Boats may be left there only on a temporary basis, such as for the weekend, and Owner must be aboard while small boat is tied up.
9. Pets are permitted only if they are controlled and do not disturb other boaters. All pets must be kept aboard the Owner's boat, not the dock. Pets should be toileted only on the grass area within the Marina. If any considerable objections are expressed, Owner will be responsible for cleaning up any waste left by the dog. Owners will also comply with the local leash laws.
10. "For Sale" signs on boats in the Marina are not permitted. For security reasons, boats for sale should be shown on an appointment basis only. "For Sale" ads must list Owner's telephone number, not that of the Marina. Space numbers are not to be listed in any such ads and prospective buyers or any visitors are not permitted on the dock unless accompanied by Owner.
11. Individual boat sales are allowed. However, in the event of a sale the slip will automatically return to the Marina and not the new Boat Owner, unless previously approved by marina.

12. Neither Guests nor any non-owners will be permitted on the docks in the absence of the Owner. Children under the age of 18 years are not permitted on the docks after midnight unless accompanied by their parents. Children under 12 years must be accompanied by an adult at all times. It is advisable that non-swimmers and toddlers wear life jackets when on boat docks or boats.

13. Marina will not be held responsible for fire, theft, high or low water levels, storm damage, or sinking of any craft for any reason. Owners have the absolute continuing duty to inspect their boathouse or boat for hazardous materials, combustibles, adequate engine compartment ventilation, and all other dangerous conditions. Any condition aboard any boathouse or boat which, in the sole discretion of the Marina, constitutes a fire hazard or danger to safety shall be corrected immediately by Owner. All drain plugs shall be secure at all times. Owner shall remove all items of personalty from the boat while the boat is in storage. Marina is not responsible for any personalty left in boathouse, boats, on the dock or in the Marina.

14. There will be no disorderly conduct, vulgar language, obscene or other conduct which unreasonably, within the sole discretion of the Company, disturbs or is offensive to other owners or Licensees. Marina will not permit any public drunkenness, or the use, selling or possession of drugs. This includes Boat Owners, friends or guests. Marina will hold Boat Owners responsible for all parties involved. On minor violation Boat Owner may be warned verbally but will receive one (1) notice by certified mail of violation and will be kept with your license agreement. The second notice will be a thirty (30) day termination of the license agreement. Any major offense, especially the use and possession of drugs will mean immediate eviction. *

15. No boat is to be anchored in the Marina waters except in berth or in Owner's boathouse. Boat Owner is to fasten boat in berth so as to avoid damages to dock or other property. Boat Owner is to make no alteration to dock or berthing space without written permission of Marina.

16. Licensee and Boat Owner must comply with all laws, regulations, and ordinances governing mooring, operating or berthing of boathouse or boat. Boat must be maintained in safe, seaworthy, clean and sanitary condition with no accumulation of materials detrimental to safety or public health. Storing of property on docks is not allowed except for short periods of loading and unloading boat without permission of Marina.

17. Occupancy of any navigable houseboat, non-navigable houseboat and/or any boathouse shall be strictly in conformance with any and all rules and regulations and requirements of the Tennessee Valley Authority and of the State of Tennessee with respect to such uses, including all permitting and licensing requirements. It shall be the owner's responsibility to comply with any and all such rules, regulations and requirements and failure to do so will be grounds for termination of owner's license agreement and removal of owner's houseboat or boathouse from the Marina. *

18. There shall be no parking on walkways or grassy areas in front of the docks except as may be temporarily necessary for the loading and unloading of heavy items.

19. Toilets must meet marine certification standards, household toilets will not be allowed. Any violations must be immediately discontinued and correction made.

20. All boats and boathouses must be properly moored to insure against damage to other property in the marina. All boathouses are required to have TVA permits and state registration numbers.

21. Property must be maintained so that it does not constitute a danger to the public.

22. A water charge based on estimated usage will be made by the marina if a facility other than boat storage is part of the property.

23. Proper floatation for boathouse in compliance with all TVA standards is to be maintained to assure the structure will not sink.

24. Appearance of the structure may not constitute an eyesore in the marina, such determination to be made solely in discretion of marina management.

The above rules will be strictly enforced. Upon the third (3rd) violation, Owner will be given a thirty (30) day notice of the termination of Owner's license agreement after which the owner shall immediately vacate the premises.

* Exception The first (1st) violation of Rule Numbers 2, 4, 14, 17 or 19 may result in immediate termination of license agreement and Owner shall thereafter vacate the premises immediately.

Received, read, understood and agreed to by _____, Boat Owner, on _____, 19____.

Boat Owner/Licensee



ENVIRONMENTAL POLICIES

1. All self-employed boat workers and independent contractors must register with and receive approval from management/supervisor before beginning any work on marina property. All subcontractors must comply with these environmental best management practices, and may be required to pay an environmental impact fee if ignored.
2. Owners may undertake boat projects as needed to maintain their vessels' safety, appearance and utility. New or substantial exterior work encompassing more than 25% of the hull's surface must be reviewed by management/supervisor.
3. Marina management encourages all vessel owners to adhere to the following Best Management Practices.

Engines and Bilges

Use absorbent pads to soak up oil and fuel (these pads can be purchased at the fuel dock).

Deliver used oil in container with a cap to the dry storage personnel to be recycled. (old milk jug with cap will work well for this).

Do not put oil filters into trash cans. Place filters in plastic bag and deliver to dry storage personnel for proper disposal.

Do not discharge bilge water that has a sheen. Remove bilge water with absorbent pads and deliver soaked pads in plastic bag to dry storage personnel for proper disposal.

Used oil rags, absorbent pads, etc. are disposed of in the same way - deliver to dry storage personnel in plastic bag for proper disposal.

Deliver old batteries to the fuel dock, fuel dock employees will be responsible for proper disposal of old batteries. (do not leave these on ground by garbage, they must be stored under cover while waiting for recycling).

Painting and Varnishing

Limit the amount of open solvents or paints on docks (only allowed to do small touch up work while boat in slip).

Do not spray paint in the marina.

Do not put empty paint cans in the trash cans. Put old paint cans into plastic bags, be sure to close cans, and deliver to dry storage for proper disposal.

Always mix paint over a tarp (keep from dripping into water and onto docks). Use drip pan and drop cloth when touch up work is necessary.

Use up remaining paint by spreading on an old board that can be disposed of in the same plastic bag as the old paint cans. This will assure a dry can and prevent any accidental spilling of discarded paint/varnish.

ENVIRONMENTAL POLICIES

Surface Preparation

Use Biodegradable Cleansers and Teak Cleansers.

Liberal use tarps to capture all scrapings.

Stretch tarps between side of boat and dock when working over the water.

Vacuum dust and debris when you move the tarps.

Pressure Washing - Do Not Use any cleansers in the pressure wash water.

Sewage

Sewage should never be discharged into the harbor and/or harbor entrance.

Store sewage in holding tank and dispose of at the fuel dock pumpout station.

Solid Waste

Dispose of all garbage in trash cans provided throughout the facility.

Recycle aluminum and plastic.

Refer to engine and bilge practices for proper disposal of oil cans, filters, oil or grease soaked rags, batteries, paint cans, old oil etc.

Chemical Storage

Purchase only the amount of chemicals/paint that you need for your project.

Do not store solvents on dock or piers.

Do not fuel boats in any area other than the fuel dock (no carrying of gasoline in cans to be poured into gas tanks on boats).



Notice to Andersonville Boat Dock customers using porta-potties for toilet waste under the “NO-DUMP” Law.

- 1) You must use a record, or “log sheet,” and turn these records into Andersonville Boat Dock at the end of each month from May 31 through October 31 (5 months). Sign each sheet and list you boat 4B- or TN number.

This is not a request-this is a requirement by the boat dock in complying with the “NO DUMP” Law. Andersonville Boat Dock is required to have 100% compliance with the law, and you must comply with porta-potty record sheets.

- A) The type, or brand of your porta-potty _____
 - B) Gallons of toilet waste porta-potty ho'lds _____
 - C) Where you empty the porta-potty: Home _____
Boat Dock Dump Station _____ Other _____
 - D) How often you empty the potty? List the dates you empty for each month:
- 2) Porta -potty customers may use the dump station at the Boat Dock. There is a \$3.00 charge for use of the dump station to help with sewage disposal and water cost for cleaning the unit. This \$3.00 charge is for each use of the dump station. You may pay these charges to the Boat Dock when you turn in your record, or log, sheet. (Example: Log sheet shows 3 uses of dump station in June2001. You owe the dock \$9.00.)
 - 3) Porta-potties may not be emptied in any Dock restroom or bathroom.
 - 4) Owner may carry porta-potties over Dock to dump station, but the dock wheel carts for customer use may not be used to transport porta-potties. Many customer use carts to transport food items from bank to boats, or Dock Taxi Boat.
 - 5) Porta-potties may not be hauled from your boat to Dock on Dock taxi boat. Please do not ask to do so.
 - 6) If you use the Boat Dock dump station – Leave It Clean!
 - 7) Please let Boat Dock know should you observe anyone emptying toilet waste in the lake. It is not only a Federal and State Law; it is someone’s sewage you will swim in!