

ASSIGNMENT OF BOAT MOORING SLIP LEASE AGREEMENT

In consideration of the payment of One Dollar (\$1.00) and other good and valuable considerations, CLIFFORD BERTNESS and LOIS BERTNESS, husband and wife, do hereby assign to STEVEN WIEGE and PAULETTE WIEGE, husband and wife, that certain Boat Mooring Slip Lease Agreement and all rights appurtenant thereto concerning boat mooring slip rights to Cabin Site No. 96 of North Woods Cabin Sites.

A copy of the Boat Mooring Slip Lease Agreement being assigned is attached hereto as Exhibit "A" and incorporated herein by this reference.

Assignee has read the Boat Mooring Slip Lease Agreement and in particular has considered Article III of said agreement and accepts this assignment subject to all the terms and conditions contained in the original Boat Mooring Slip Lease Agreement and shall perform all the terms and conditions thereof, including payment of all rent required by the provisions of said agreement and shall indemnify and hold assignor harmless from any liability thereon.

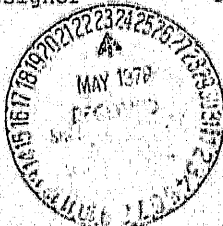
This agreement entered into this 21st day of March, 1978.

Clifford Bertness
Clifford Bertness, Assignor

Steven Wiege
Steven Wiege, Assignee

Lois Bertness
Lois Bertness, Assignor

Paulette Wiege
Paulette Wiege, Assignee



NORTHWOODS ASSOCIATION
-BOAT MOORING SLIP LEASE AGREEMENT

I. In consideration of payment of the sum of \$ 300.⁰⁰, the NORTHWOODS ASSOCIATION, hereinafter referred to as Lessor, leases to Clifford and Lois Anderson of Lot No. 96, hereinafter referred to as Lessee, Boat Slip No. 96 for a period of 12 years, or the life of the slip, whichever is less, beginning 30 August, 19 76, for the sole purpose of mooring Lessee's boat.

(a) The 12 year period shall be known and referred to as the original lease period.

(b) The rental amount of \$ 300.⁰¹ shall be due and payable upon the execution of this lease.

(c) The Board of Directors of the NORTHWOODS ASSOCIATION shall have the sole and exclusive power and authority to determine if the useful life of the slip has terminated prior to the termination of the original lease period. The Board of Directors may declare the useful life of the slip terminated if it becomes a safety hazard, or if it is partially or totally destroyed, by whatever cause.

(d) Lessee shall pay an annual maintenance fee during the original lease period and any extensions or renewals thereof. The annual maintenance fee shall be \$10.00; however, the Board of Directors may increase or decrease the amount of the maintenance fee as necessitated by the cost of maintenance required to the docks.

and slips. No later than the 15th day of October of each year, Lessor shall notify Lessee in writing of the amount of the next annual maintenance fee. Said fee shall be due and payable by the 1st of November of each year; and in the event of Lessee's failure to pay said fee within thirty (30) days of the date due, Lessee shall forfeit all rights under this lease. The first annual maintenance fee shall be due upon the execution of this lease, and subsequent payments shall be due by the 1st day of November of each year.

II. Upon the expiration of the original lease period, the Lessee shall have the option to extend and renew this lease for additional one (1) year periods, until the life of the slip has been declared terminated by the Board of Directors.

(a) The amount of rental during any extension or renewal period shall be the then prevailing rate established by the Board of Directors.

(b) The rental determined for each period of extension of this lease shall be due and payable on or before the first day of the extension period.

III. Lessee may, at any time, assign its rights in this lease to any other owner of a leasehold interest in a lot in Northwoods, or to the assignee of Lessor's rights in Lot No. 96; provided, however, said assignee must first agree, in writing, to be bound by the terms and conditions of this lease. In the event Lessee assigns his rights in Lot No. 96 to another party and Lessee does not assign this lease to said other party or owner of a leasehold interest in a Northwoods lot, this lease shall cease and terminate as of the date of assignment of Lot No. 96, and all of Lessee's rights in Slip No. 96 shall revert to Lessor, and Lessee shall have no right to refund of any rental or maintenance fees.

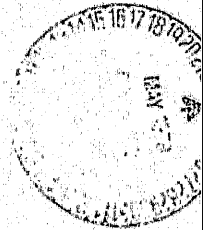
IV. It is understood and agreed that the slips and the docks to which the slips are attached are to be used only for boaters and boating. Swimming, fishing, fish cleaning, sun bathing, skiing, or any other form of play, is expressly prohibited on or from the docks and slips. Children and/or pets are allowed on the docks and slips only when accompanied by an adult, and only for the purpose of going to and from boats.

V. Lessee covenants that it will keep the slip, and adjacent dock area, clean and free of debris at all times, and all boating equipment, fishing gear, water skis and equipment, boat mooring lines and other items shall not be stored or left on the docks or slip. Lessee further covenants that it shall not use the slip or the adjacent dock for purposes of putting boats into the water or removing boats from the water, and that boats will not be placed on the slip or docks.

VI. Lessor agrees to maintain and repair the dock and boat slip against damage caused by normal wear and tear. All damage caused by other than normal wear and tear shall be repaired by Lessee at Lessee's expense. If the slip has been damaged by causes other than normal wear and tear to the point where the Board of Directors determines that repairs are necessary, a notice, in writing, shall be sent to Lessee advising Lessee that repairs must be made. If the repairs are not completed within sixty (60) days from the date of the written notice, all of Lessee's rights under this lease shall be forfeited and revert to Lessor.

VII. Lessor shall not be considered a bailee, nor in any way

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fee as necessitated by the cost of maintenance
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be responsible or liable for damage to, or theft of, any boats or property of any type belonging to Lessee or any other persons or entities, nor shall Lessor be responsible or liable for any bodily injury or death to Lessee or any other parties, who shall use the docks and slips at their own risk. It is further agreed by Lessee that Lessor shall be held harmless for bodily injury or death or damage to person or property of others caused by Lessee, Lessee's family or guests.

VIII. Violation of any of the conditions or covenants set forth in this lease shall be cause for cancellation of this lease by the Board of Directors.

(a) In the event of cancellation of this lease for any reason by the Board of Directors, Lessee shall not be entitled to the refund of any rental or maintenance fees paid. However, if the Board of Directors deems it appropriate, the Board may refund to Lessee an amount not to exceed the amount of rental paid attributable to the unexpired portion of the lease. In no event, shall there be a return on any rental or maintenance fees paid for renewal periods.

WHEREFORE, this agreement is executed this 30 day of August, 1926.

LESSOR: _____

LESSEE: Lee H. Benson