

Northern Pacific Railway Company shall have the option to determine which of the two lease arrangements shall be used.

a. The existing leases between the lessor and his sublessees would be revived and the sublessee would make the rental payments provided for therein directly to the Northern Pacific Railway Company. The subleases would be modified, if Northern Pacific Railway deems it necessary to recite that lessor has no obligation or liability to furnish any services or facilities, such as, but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection and community beach and dock. The subleases would be further modified in any respect deemed necessary by Northern Pacific Railway Company to make them, in effect, bare-land leases.

b. The Northern Pacific Railway Company would issue a standard form cabin site lease to each of the lessor's sublessees. Such lease would be substantially in the same form as the form marked Exhibit "B", attached hereto and by this reference made a part hereof. The lease period would end at the same time as the sublessee's former sublease. The Cabin Site Rules and Regulations issued by the Northern Pacific Railway Company in accordance with such lease would relate to fire prevention, sanitation and other matters insuring the protection of the premises and promoting the enjoyment of the use thereof by the lessees. Such rules and regulations would be comparable to those in other Northern Pacific Railway Company cabin site development areas with such modification as required by any special circumstances in the particular area. It is expressly understood that such leases would be bare-land leases only and would not provide for the continuation of any services or facilities theretofore furnished by the lessor, including but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection and community beach and dock.

14. Without the prior written consent of lessor, lessees shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, trustee in bankruptcy or other assignee by operation of law shall assign or sublease without such written consent.

15. Any waiver by the lessor of any provisions hereof must be in writing.

16. Without limiting lessor's right to sell or assign this lease or land, lessor may assign this lease to a corporation, and if said corporation assumes the obligations of lessor hereunder, lessor shall thereby be released of and relieved from any and all obligations under this lease.

17. That in the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with this lease, or for failure to observe any of the covenants of this lease, said lessee will pay to the lessor such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said suit or action.

18. Lessee disclaims all interest whatsoever in any sums or damages paid or awarded by reason of any taking, condemnation or acquisition during the existence of this lease, whether or