

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 28 day of December, 1975.

LESSOR:

Robert C. Case, Pres. Northwood Assoc.

X - Robert C. Case

LESSEE:

X - _____