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NORTH WOODS LITIGATION
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SETTLEMENT AGREEMENT
NORTH WOODS LITIGATION

Recitals:

1. "Litigation." The parties hereto are presently involved in three lawsuits as follows:

1.1 "Oregon Litigation" - The North Woods Association, a Washington corporation ("Association"), George Kalman, and Paul Schultz, aka Paul Schulz, have filed an action in the Circuit Court of the State of Oregon for the County of Multnomah, Case No. A8010-06115, against Robert T. Curry, Water Front Recreation, Inc., a Washington corporation, the State of Oregon, and the United States of America. The United States of America has since been dismissed from that action. George Kalman has withdrawn from that action as a plaintiff (but for counter-claims), and M. M. Marzineck and Karla Marzineck have become additional named plaintiffs in that action. The plaintiffs purport to act on behalf of themselves and on behalf of "all of the members of The North Woods Association and Lessees of Properties and owners of improvements in the real estate subdivision known as North Woods, located in Skamania County, State of Washington."

1.2 "Washington Litigation" - The North Woods Association, William Seifert, and Joann Seifert have filed an action in the Superior Court of Washington for the County of

Skamania, Case No. 6856, "for themselves and all others similarly situated" against the State of Washington.

1.3 "Federal Litigation" - The North Woods Association, M. J. (sic) Marzineck, Karla Marzineck, George Kalman, Evelyn Kalman, Cecil Jones, Heidi Jones, and Demetrios Maletis have filed an action in the United States District Court for the District of Oregon, Civil No. 83-92, against the United States of America.

2. Parties Hereto.

2.1 Named Parties. The parties to this Settlement Agreement are all the named parties in the Oregon Litigation, Washington Litigation, and Federal Litigation, except the United States of America.

2.2 Classes. Members of the class whom the plaintiffs in the Washington Litigation and Oregon Litigation purport to represent would receive the benefits and burdens of this Settlement Agreement only under judgments of the appropriate courts as set forth below in this Settlement Agreement.

2.3 "Objecting Subtenants." Objecting Subtenants as used herein means those subtenants who are any of the following:

(a) Are residents of the State of Oregon (according to the mailing records of the Association and Water Front) and elect to be excluded from the Settlement Agreement and from the class in the Oregon Litigation; or

(b) Are not residents of the State of Oregon (according to the mailing records of the Association and Water

Front) and fail to elect to be included in the Settlement Agreement and in the class in the Oregon Litigation; or

(c) Are subtenants of a cabin site in which any other subtenant who has had an interest in the cabin site since March 25, 1980 becomes an Objecting Subtenant under paragraphs 2.3 (a) or (b) above.

2.4 "Excluded Sites" as used herein means cabin sites numbers 6, 117, 123, 144, 161, 170, 191, and 196 and the two sites leased respectively for the grocery store and the campground contiguous thereto.

3. Compromise and Settlement. Each of the parties hereto denies the substantive allegations of the claims by the other parties against them contained in the Litigation. The parties wish to compromise and settle the Litigation and certain other disputes existing between some of them on the terms and conditions following.

4. NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereto hereby promise, covenant, and agree as follows:

W I T N E S S E T H :

5. Rent Abatement for Two Years.

5.1 September 1983 Rent. The annual rent which is and will be owing from the cabin site lessees to Water Front Recreation, Inc. (hereinafter "Water Front") for the fiscal year September 1983 through August 1984 shall be collected by Water Front and (except for rent paid by Objecting Subtenants and rent

attributable to Excluded Sites) turned over to the Association Board of Directors. The Board shall then subtract litigation costs, legal fees, matching funds, and other agreed upon deductions approved by the membership. The balance shall then be returned to the then existing subtenants pursuant to such formula as approved by the membership after deducting past due Association dues, legal assessments, penalties and interest, although the Association Board of Directors expects that the costs, legal fees, matching funds, and other agreed upon deductions approved by the membership will exhaust any September 1983 rent so abated. Water Front's sole obligation to collect and turn over the rent in this regard shall be:

(a) To send out written notices, as it has done in the past, by regular mail, within thirty (30) days after judgments entered upon the Settlement Agreement, as provided herein, become final in all the Litigation;

(b) To send one follow-up delinquent rent notice approximately 60 days after the first notice;

(c) To institute an eviction lawsuit within approximately sixty (60) days after the second notice, and, at Water Front's option, also suing for back rent, and at the Association's written request and if applicable law so permits, for past due dues, assessments, penalties, and interest to the Association. If Water Front obtains a final judgment of eviction, or if, in lieu of a final judgment, the subtenant(s) relinquishes the cabin site to Water Front, Water Front shall pay to the Association the rents due (less the portion thereof

attributable to leasehold tax) for that cabin site for the fiscal year beginning September 1, 1983, plus any and all past due Association dues, assessments (except legal assessments on cabin sites upon which there is no completed or partially completed cabin at the time Water Front reobtains possession of the cabin site), penalties, and interest against the cabin site and even when the delinquent dues, assessments, penalties, and interest accrued prior to September 1, 1983. The expense of legal fees and costs of such an eviction lawsuit would be borne by Water Front, except that if the Association requests and Water Front sues for past due dues, etc., the Association would pay to Water Front that portion attributable to collecting from delinquent tenants back dues, assessments, penalties, and interest;

(d) To turn over to the Association the gross rents so collected less that portion of the rents attributable to the leasehold tax on the land;

(e) To pay the leasehold tax so collected to the governmental authorities entitled thereto; and

(f) Upon written request of the Association, to assign to the Association the right to collect the delinquent rent without assigning any other rights whatsoever under the cabin site leases. If the Association collects any such rents, it shall pay to Water Front the portion^a thereof attributable to the leasehold tax and Water Front shall pay the leasehold tax to the proper governmental authority.

5.2 September 1984 Rent. Unless the Association Board of Directors notifies Water Front in writing by July 15,

1984 to abate the September 1984 to August 1985 rent pursuant to the remaining sentences of this paragraph 5.2, Water Front's duties in regard to rent to be owed to Water Front for cabin sites for the fiscal year September 1, 1984 through August 31, 1985, and in regard to past due dues, assessments, penalties and interest, shall be the same as set forth in paragraph 5.1 as to September 1983 rent and, out of funds turned over by Water Front, the Association shall pay any then remaining litigation costs, legal fees, and matching funds and other agreed upon deductions approved by the membership, and return the balance to the then existing subtenants. If, however, the Association Board of Directors so notifies Water Front to abate the September 1984 to August 1985 rent, Water Front shall abate, waive, and forgive the subtenants' rent which would otherwise be due for the fiscal year September 1984 - August 1985 (except for leasehold taxes and any future tax assessments as to all cabin sites and except as to rent from Objecting Subtenants and rent attributable to Excluded Sites).

5.3 By State of Washington. The State of Washington shall abate, waive and forgive Water Front and Robert T. Curry from payment of any of the rent (except for leasehold tax and any future property assessments) otherwise payable by Water Front on September 15, 1983 and September 15, 1984 to the State of Washington (acting under its Department of Natural Resources) under their Master Lease dated August 11, 1970 as amended, including:

(a) Base rent (\$11,200 per year) under paragraph 3.01 of the Master Lease;

(b) Reappraisal rent in the amount of \$4,480 under paragraph 3.02 thereof; and

(c) The percentage rental override of ten percent of all gross receipts from subleases,

PROVIDED, HOWEVER, that Water Front shall continue to pay to the State of Washington the percentage rental to the extent gross rents are payable by Objecting Subtenants, subtenants of Excluded Sites, and by new subtenants leasing lots after September 15, 1983 directly from Water Front where the subtenants and those lots are not benefitted by this Settlement Agreement.

6. Consumer Price Index.

6.1 September 1985. That portion of the rent from subtenants (except rent from cabin sites now held by Objecting Subtenants and rents attributable to Excluded Sites) to Water Front for the one fiscal year beginning September 1, 1985 attributable to the increase in the Consumer Price Index ("CPI") shall be reduced by Water Front by 17 percent. This reduction shall apply and be applicable in any way only to the rent for the fiscal year beginning September 1, 1985 and shall not be applicable in any way to any other year. This reduction is thus a "one time only" reduction and is thus different than the possible CPI increase adjustment provided for in paragraph 8.1(b) hereof.

6.2 Future CPI. The parties agree that for fiscal years beginning September 1983 and thereafter the CPI

applicable under this Settlement Agreement and in the cabin site leases shall be the National Consumer Price Index for All Urban Consumers and any successor index thereto as determined by the United States Department of Labor.

7. Payments by Water Front. Upon all the judgments called for herein in the Oregon Litigation, Washington Litigation, and Federal Litigation becoming final, Water Front shall pay:

7.1 Docks. \$18,000 to the Association which shall match that amount within thirty (30) days after the payment of at least \$18,000 by Water Front to the Association as provided for in paragraph 5.1 hereof;

7.2 Roads. \$10,000 to the Association which shall match that amount within thirty (30) days after payment of at least an additional \$10,000 by Water Front to the Association as provided for in paragraph 5.1 hereof; and

7.3 Warning System. \$2,500 to the Association.

8. Future Rent Adjustment/Abatement.

8.1 By Water Front After judgments as called for herein become final in all the Litigation, any future rent paid by subtenants to Water Front (except rent from cabin sites now held by Objecting Subtenants and rents attributable to Excluded Sites) would be reimbursed to the then existing subtenants, and any unpaid rent from the subtenants (except rent from cabin sites now held by Objecting Subtenants and rents attributable to Excluded Sites) to Water Front would be forgiven:

(a) On a daily basis to the extent that any government agency has prevented (after May 18, 1982) overnight use by subtenants because of another actual or potential eruption of Mount St. Helens (except for the portion attributable to the leasehold tax and any assessment); and

(b) Any CPI increase during that particular year would be adjusted to the extent of such prevention but only if such prevention occurs for at least thirty (30) consecutive days. That adjustment would occur even if such prevention for at least thirty (30) consecutive days overlapped September 1 of any year. Such a CPI increase adjustment would be pro rata so that, for example, if such prevention occurred for forty-five (45) consecutive days, any future adjustments to cabin site rents because of CPI increases would be lower by $45/365$ of the CPI increase for the fiscal year in which such prevention occurred.

8.2 By State of Washington. After judgments as called for herein are entered and become final in all the Litigation, the State of Washington agrees not to charge rent otherwise due to it under sections 3.01, 3.02, and 3.03 of the Master Lease for the time overnight use of the leased property is denied by government action based upon another actual or potential eruption of Mount St. Helens (after May 18, 1982) when such overnight use is prevented for at least thirty (30) consecutive days. Any such rental reduction shall be calculated on a pro rata basis (i.e.: number of days access denied divided by 365).

9. Access. After the judgments called for herein become final in all the Litigation, Water Front shall reimburse

the Association up to \$1,000 for each fiscal year (July 1 - June 30 including 1983-1984) for a maximum of ten years to pay up to one-half of the funds the Association pays during that fiscal year for snow and ice removal of, and sanding of, the highway from Cougar to North Woods. Permission of governmental agencies in control of the highway would have to be first obtained in order for the work to be done.

10. Extension of Leases to 99 Years.

10.1 Master Lease. The State of Washington and Water Front agree to extend the term of the Master Lease by forty-four (44) years to June 1, 2069. The terms of the Master Lease shall remain the same except as hereinafter modified:

(a) The annual rental payable in advance September 15, 2025 and each succeeding year thereafter to the end of the lease term in 2069 under section 3.01 of the Master Lease shall be based upon the full fair market rental value of the leased land, exclusive of any improvements of the lessee or sublessees. Such full fair market rental value shall be determined by the State's appraiser and shall be binding unless disputed by Water Front. Any such dispute arising from the appraisal will be resolved as provided in Section 3.02 of the Master Lease. There shall be no limitation (forty percent or otherwise) upon any increase or decrease in rent needed to achieve full fair market rental value of the leased lands as compared to any prior annual rental.

(b) The annual rental under the Master Lease shall be adjusted as of June 1, 2025 and at five year intervals thereafter per section 3.02.

(c) Any increase in sublease rentals for the years beginning September 15, 2025 and thereafter, which results from modification, as provided herein, of the annual rentals under sections 3.01 and 3.02 of the Master Lease shall not be considered in computing the additional rental of ten percent of the gross receipts from the subleases.

10.2 Restated Master Lease. The State of Washington and Water Front agree that promptly after the judgments called for herein are entered and become final, the State of Washington and Water Front shall prepare and sign a Restated Master Lease which, in one document, sets forth the Master Lease as amended through this Settlement Agreement, including all amendments since 1970.

10.3 Cabin Site Leases. Water Front agrees that within 60 days after the Restated Master Lease described in Paragraph 10.2 herein is signed and exchanged between the State of Washington and Water Front, Water Front shall offer in writing to the then existing cabin site subtenants an opportunity, available for 120 days thereafter, within which to agree to extension of the cabin sites leases from June 1, 2025 to June 1, 2069, on the same terms and conditions as now existing under the cabin site leases as amended hereby, provided, however, that the cabin site rents for the period June 1, 2025 to June 1, 2069 for

the cabin sites whose subtenants so extend during said 120-day period shall be determined as follows:

(a) Basic Rental. The basic rental for a cabin site lease under paragraph 2.01 of a cabin site lease shall increase or decrease June 1, 2025 from the initial basic rental by the same percentage as the initial \$11,200 annual rental under section 3.01 of the Master Lease is increased or decreased under paragraph 10.1(a) hereof. Thus, if the initial basic rental under paragraph 2.01 of a cabin site lease was \$400 and the initial annual rental of \$11,200 under Section 3.01 of the Master Lease is increased to 300% thereof to \$33,600, the basic rental of \$400 under paragraph 2.01 of that cabin site lease would also be increased to 300% thereof to \$1,200 beginning June 1, 2025.

(b) Prorations for Short Fiscal Years. As the Master Lease and cabin site subleases presently all expire June 1, 2025, but the cabin site subleases presently have fiscal years from September 1 to August 31, the parties hereto either need to have the cabin site fiscal years beginning in 2025 changed to June 1 to May 31 or have prorations of cabin site rents for short fiscal years of September 1, 2024 to May 31, 2025, June 1, 2025 to August 31, 2025, and September 1, 2068 to June 1, 2069. As it is more convenient for the parties to retain September 1 to August 31 as the fiscal year for the cabin site subleases, all rents due to Water Front from the subtenants under the cabin site subleases for those three "short" fiscal years shall be prorated so that: (A) the cabin site rents for

September 1, 2024 to June 1, 2025 shall be 75% of what the rents would have been under the present cabin site leases, if the cabin site leases were to have expired August 31, 2025, (B) the cabin site rents for June 1, 2025 to August 31, 2025 shall be 25% of the rents for September 1, 2025 to August 31, 2026 under the extended cabin site leases as provided in this paragraph 10.3, and (C) the cabin site rents for September 1, 2068 to June 1, 2069 shall be 75% of what the rents would have been under this paragraph 10.3 if that last fiscal year had extended to August 31, 2069.

(c) The rent adjustments provided for in paragraph 2.02(a) of the cabin site leases shall continue so that any increase or decrease in the annual rentals under the Master Lease in and after 2025 pursuant to paragraph 10.1 hereof shall be passed through and owed by the cabin site subtenants under the same terms, conditions, and formula as presently set forth in paragraph 2.02(a) of the cabin site subleases.

(d) The rent adjustments provided for in paragraph 2.02(b) of the cabin site subleases for increases of taxes and assessments shall continue during the extended lease period of 2025 to 2069.

(e) For the extended lease period of 2025 to 2069, paragraph 2.02(c) of the cabin site leases concerning CPI adjustments shall not be in effect, but, instead, the basic rental under paragraph 2.01 of the cabin site leases, as adjusted by paragraph 10.3(a) hereof, shall be further increased or decreased every ten (10) years beginning as of September 1, 2030

by the same percentage as the annual rental under paragraph 10.1(a) hereof has been adjusted during and at the end of that ten (10) year period by paragraphs 10.1(a) and (b) hereof.

(f) For those cabin sites whose present subtenants do not agree within said 120-day period to extend the term of the cabin site sublease to 2069, those cabin site subleases shall be extended, if at all, only upon such terms and conditions, consistent with the Master Lease as amended, as are agreeable to Water Front.

11. Enforcement.

11.1 Amendment of By-Laws By Association. After the judgments called for herein become final in all the Litigation, the Association shall amend its by-laws to add the following provisions, shall not further amend its by-laws in regard to the enforcement matters described herein without Water Front's prior written consent, and shall assume and take over responsibility, as between the Association and Water Front, for all enforcement of Association by-laws:

(a) Permitted Use. The cabin sites shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on a cabin site other than one detached single family dwelling and buildings incidental to residential use, and the cabin site shall not be further subdivided into building lots.

(b) Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any

time without a muffler in good working order. Excessive motor noise and annoying smoke are each forbidden.

(c) Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition, and no trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, implements, lumber or other building materials shall be permitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premises.

(d) Signs. No signs of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 18 inches by 24 inches in size, advertising the property for sale or rent, and except signs used by a builder or developer to advertise the property during the construction and sales period.

(e) Nuisance. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract nor shall anything be done thereon which may be or become an annoyance or nuisance in the area.

(f) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

(g) Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.

(h) Fires and Fireplaces. Interior fireplaces, stoves, or other type burners must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving a cabin. No fires shall be lit or maintained outside of any cabin.

(i) Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any other fireworks within the North Woods area is prohibited.

(j) Commercial Use. No platted lot shall be used for any commercial purpose, except that a Lessee may rent his cabin from time to time, and in such case shall be responsible that his tenants abide by these by-laws, as amended.

(k) Motorbikes. No motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

(l) Fire Extinguisher. One fire extinguisher (minimum two quart capacity) must be kept in every cabin.

(m) Trailers and Tents. No tent, house trailer, or mobile home, whether the same be on wheels or not, shall be permitted on any lot except during the period of cabin construction and for guests over a weekend period.

(n) Solicitation. There shall be no solicitation, or distribution of handbills, or circulation of any kind without the written consent of the Association.

(o) Hose Bibs. One hose bib shall be installed on an outside wall of each cabin for fire protection on or before completion of the cabin.

(u) Completion. Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin construction must be started within three years from the date of the signing of a cabin site sublease thereon.

Water Front also retains whatever rights it has under the cabin site subleases and the Master Lease in regard to the matters set forth in this paragraph 11.1 so that both Water Front and the Association shall have rights concerning such matters. The amendments, assumptions, and promises in paragraphs 11.1 and 11.2 shall not give to the Association any authority to enforce the cabin site leases, the Master Lease, or any provision thereof.

11.2 Additional Agreements by the Association.

After the judgments called for herein all become final in the Litigation, the Association shall promptly:

(a) Notify Water Front in writing when any officer, director, or employee of the Association receives notice in any manner that the individual sewage disposal system of any particular cabin site has not been designed, located, or constructed in accordance with the local regulations, laws, and ordinances of Skamania County or of the State of Washington;

(b) Notify Water Front in writing when any officer, director, or employee of the Association receives notice in any manner that any cabin site lessee is not backfilling or maintaining any underground utility line trench to serve a cabin site;

(c) Notify Water Front by telephone and in writing when any officer, director, or employee of the Association receives notice in any manner of any fire danger existing or occurring at North Woods; and

(d) Notify Water Front in writing when any officer, director, or employee of the Association receives notice in any manner that any improvements, including landscaping, installed at North Woods are not being maintained in as good condition and repair as originally constructed or as thereafter put, except for reasonable wear and tear,

PROVIDED HOWEVER, that the failure of the Association to so notify Water Front as agreed in paragraphs 11.2 and 11.4 shall not give rise to any liability of the Association, or of any of its officers, directors, or employees, to Water Front or to anyone else, except to the extent, if any, as determined by an appropriate court or courts, of the reduction or elimination of the obligation of Water Front to pay the amounts set forth in paragraph 11.3 hereof.

11.3 Payment By Water Front. Water Front shall, beginning after the judgments called for herein in the Litigation all become final, pay \$3,250 per fiscal year June 1 to May 31 (including 1983-1984) to the Association, to expiration of the initial term of the Master Lease and also for any extended term of the Master Lease by the State of Washington to Water Front to year 2069, to help pay for enforcement of the Association's by-laws, as amended hereby. The \$3,250 would

increase annually, under the National Consumer Price Index for All Urban Consumers, with December 1982 as the base year and equal to 100 percent.

11.4 Procedure for Enforcement. The Association, through its directors, officers, and employees, shall attempt to observe and monitor whether there are any activities or conditions which are in violation of the Association by-laws as amended in accordance herewith. If it appears by such observation or monitoring that there is an activity or condition materially violating the by-laws as amended, the Association shall either send a letter to the apparent offender or offenders alerting the offenders to the apparent violation and demanding that that apparent condition or activity cease forthwith, or, at the discretion of the Association, file appropriate legal proceedings against the apparent offender for an injunction. If the apparent violation is not corrected within a reasonable time under the circumstances, the Association, in its discretion, can send a letter to Water Front accompanied by a complete written description, and all documentary and photographic evidence, of the apparent violation and request that Water Front consider acting to correct the apparent violation. Whether or not Water Front decides to act in some matter to correct the violation, whether by letter, court proceeding such as for injunction or eviction, or not act at all, Water Front shall notify the Association within 30 days after receipt of the Association's letter advising the Association what Water Front is doing, or will do, or not do, if anything, about the apparent violation.

If Water Front decides not to act, or if the action taken by Water Front is deemed by the Association insufficient, the Association and the cabin site subtenants reserve whatever rights they may have, if any, for Water Front's failure so to act. If either the Association or Water Front decides to take legal action against an offending or apparent offending violator, neither the Association nor Water Front shall be responsible to pay the other's legal fees and costs thereof.

11.5 Foreclosure for Non-payment of Dues. Upon written request of the Association, if applicable law so permits, and upon execution and delivery of any legally necessary documentation (such as an assignment for collection), Water Front shall file suit to evict or foreclose out cabin site subtenants for failure to pay homeowner association dues to the Association, provided, however, that the Association shall pay the attorneys fees and costs of such litigation, Water Front can become the purchaser or owner of the cabin site at the foreclosure sale or upon eviction, and if Water Front is the successful purchaser or new holder of the subtenant's interest in the cabin site, Water Front will pay the foreclosure or eviction attorneys fees and costs, past due dues, assessments (except legal assessments on cabin sites upon which there is no completed or partially completed cabin at the time Water Front reobtains possession of the cabin site), penalties, and interest against that cabin site.

11.6 Consent by State of Washington. It is understood that Water Front remains fully liable to the State of Washington for performance of all its obligations under the

Master Lease in the event that there is any failure of performance or deficiency in performance by the Association pursuant to this section 11.

11.7 Independent Covenant. If either Water Front or the Association fails to perform any obligation or promise as set forth in paragraphs 11.1 through 11.5 hereof, that failure will give the other party such rights as exist under law to enforce the obligation or promise or to be excused from the aggrieved party's own obligations or promises under paragraphs 11.1 through 11.5 but shall not affect in any way the other obligations and promises, or benefits conferred, by any other term or provision of this Settlement Agreement, which other obligations, promises, and benefits shall remain in full force and effect. The parties thus intend that the rest of the Settlement Agreement shall remain in full force and effect even if a material breach occurs of some obligation or promise under paragraphs 11.1 through 11.5.

12. Leases Continue.

12.1 Master Lease. Except as provided herein, the Master Lease, as amended, continues in full force and effect.

12.2 Cabin Site Leases. Except as provided herein, the cabin site leases continue in full force and effect. Water Front reserves the right to enforce the cabin site leases in the future including, without limitation, except as to the specific provisions herein, the right to sue for back rent in the event subtenants do not perform their obligations under the cabin site leases.

13. Dismissal of Pending Litigation. The Oregon Litigation, Washington Litigation, and Federal Litigation, including the complaints, amended complaints, and counterclaims, shall be dismissed, with prejudice to all named parties and to all subtenants (except for Objecting Subtenants and for all past and present subtenants of Excluded Sites).

14. Attorneys Fees. Each of the parties hereto shall pay its own attorney fees, provided, however, that the Association shall reimburse Water Front and Robert T. Curry for one-half of the reasonable attorney fees and costs incurred by either of them from the date the judgments called for herein all become final in the Litigation up to September 1, 1986 to the extent those fees are the direct, proximate result of any court actions or litigated claims brought or continued by Objecting Subtenants.

15. Legal Fee and Other Assessments. Water Front and Robert T. Curry shall not be obligated to pay legal fees assessments on cabin sites 6, 117, 123, 144, 161, 170, 191, and 196, which they control. However, neither Water Front's nor Robert T. Curry's responsibility to pay Association dues unrelated to this litigation shall be considered waived or otherwise forgiven, and any such accrued and unpaid dues and assessments (other than legal fees assessments) on the above numbered cabin sites shall be paid within thirty (30) days of the judgments called for herein in the Litigation all becoming final. Furthermore, if Water Front or Robert T. Curry hereafter acquire the subtenants' rights in any cabin site which is not an Excluded Site, the one so acquiring shall be as liable for all dues, assessments (except

legal fee assessments on cabin sites upon which there is no completed or partially completed cabin at the time of such acquisition), penalties, and interest against that cabin site as would be any other entity or person acquiring those subtenant's rights.

16. Association's Lawyers. Bloom, Marandas, and Sly and all other lawyers who have worked on any of the Oregon Litigation, Washington Litigation, or Federal Litigation on behalf of any of the plaintiffs therein, shall disqualify themselves from initiating, handling, or in any way continuing with any litigation arising out of any of the circumstances alleged in any of the Litigation, including, without limitation, on behalf of any Objecting Subtenants. The contents of the office files generated by all those lawyers concerning in any way the Litigation shall be retained by those lawyers for such time as they deem proper and shall be sealed and not revealed, disclosed, or released in any way to anyone except, for purposes only of implementing and enforcing this Settlement Agreement or to protect themselves from claims against them:

- (a) To those lawyers,
- (b) To the named plaintiffs in the Litigation, or
- (c) To the officers and directors of the

Association.

17. Scope of Settlement Benefits.

17.1 No Benefits for Lots With Objecting Subtenants. If any one subtenant who has at any time been a subtenant since March 25, 1980 elects not to be benefited by the

Settlement Agreement or, for those who must elect in, does not elect to be benefited by this Settlement Agreement, all subtenants (for any time since March 25, 1980) of the cabin site in which that Objecting Subtenant is connected shall be barred in regard to that cabin site from receiving any benefit under this Settlement Agreement.

17.2 Benefits Run with Cabin Site. Insofar as Water Front and Robert T. Curry are concerned, the benefits to cabin site subtenants under this Settlement Agreement shall run with the cabin site so that if a cabin site subtenant, who becomes a member of the class and whose cabin site thus becomes bound by this Settlement Agreement, properly assigns the lease in the future to another person, that other person who is the cabin site subtenant at the time the benefit accrues, rather than the present cabin site subtenant, will receive that benefit.

17.3 No Benefits for Excluded Sites. The Excluded Sites, and all present and future owners and subtenants thereof, shall not be parties to this Settlement Agreement and shall not be beneficiaries of this Settlement Agreement except:

(a) Signatories to this Settlement Agreement and their heirs, successors, and assigns;

(b) To the extent such a subtenant also is, or has been, or will be a subtenant of another cabin site which is to receive benefits under this Settlement Agreement; or

(c) To the extent of direct benefits to the Association under this Settlement Agreement which indirectly benefit all cabin site subtenants.

18. Association Responsibility. The Association shall, unless prevented by government authorities, be solely responsible for the maintenance and repair of the roads, water system, boat docks, and, to the extent set forth in section 11 hereof, enforcement of by-laws, rules, regulations, covenants, conditions, and restrictions; provided, however, that Water Front may, if it wishes, continue to exercise such rights as it has under existing documents. The State of Washington consents to the Association's exercise of responsibilities provided for in this paragraph, provided however, that it is understood that Water Front remains fully liable to the State of Washington for performance of all its obligations under the Master Lease in the event that there is any failure of performance or deficiency in performance by the Association under this paragraph.

19. Releases.

19.1 By Plaintiffs and Class. Upon the judgments called for herein becoming final in all the Litigation, and except as expressly provided herein, the Association and all the plaintiffs in the Oregon Litigation, Washington Litigation, and Federal Litigation and all other individual past and present subtenants (other than Objecting Subtenants) hereby remise, release, and forever discharge Water Front and Robert T. Curry and the State of Washington and the Washington Department of Natural Resources and the State of Oregon, the Association, each named plaintiff, and each individual past or present subtenant (other than Objecting Subtenants), and their respective past and present officers, directors, attorneys, agents, employees, representa-

tives, related companies, and their heirs, successors, and assigns, of and from any and all claims, demands, complaints, liabilities, actions, suits, and causes, known and unknown, presently existing or hereafter arising, including, without limitation:

(a) those arising out of or connected in any way with any of the subject matters and claims contained in the Oregon Litigation, Washington Litigation, or Federal Litigation (or any claims that could have been asserted involving the enforcement or sharing of enforcement of rules, regulations, covenants, conditions and restrictions), including, without limitation, snow removal, access, damage to, loss of use of, or the repair, replacement or maintenance of, roads, dam system, water system, boat docks, cabins, buildings, or circumstances resulting from any of them; and

(b) those related in any way to Mount St. Helens, volcanic eruptions, ash fall, mud slides, floods, avalanches, or circumstances resulting from any of them;

PROVIDED, HOWEVER, that as the Master Lease and cabin site leases remain, except as expressly provided herein, in full force and effect, the subtenants of the cabin sites do not, except as expressly provided herein, release Water Front, Robert T. Curry, and the State of Washington from their remaining respective obligations under the cabin site leases and Master Lease entirely unrelated to the matters set forth in paragraphs 19.1(a) and (b).

19.2 By Water Front and Robert T. Curry. Upon the judgments as called for herein becoming final in all the Litigation, Water Front and Robert T. Curry, for themselves, for those

who may have subrogatable interests, and their heirs, successors and assigns, hereby remise, release, and forever discharge the Association, and its past and present officers, directors, attorneys, agents, employees, and representatives and past and present subtenants, and the State of Washington, of and from any and all claims, demands, complaints, liabilities, actions, suits, and causes relating in any way to the claims alleged in the pending Oregon Litigation, Washington Litigation, and Federal Litigation, provided, however, that Water Front and Robert T. Curry do not release any claim against:

(a) Anyone who is or becomes an Objecting Subtenant; nor

(b) Any subtenant who is delinquent in payment of past rent under a cabin site lease, to the extent of that past rent and any rights arising from that delinquency; nor

(c) Except as otherwise expressly provided herein, anyone as to any rights or obligations arising under the cabin site leases; nor

(d) Any subtenants relating to Excluded Sites.

19.3 By State of Washington. Upon the judgments called for herein becoming final in all the Litigation, the State of Washington hereby releases the Association, its past and present officers, directors, agents and all named plaintiffs in the Washington Litigation and all other individual past and present subtenants (other than Objecting Subtenants), Water

Front, its past and present officers, agents, and employees, and Robert T. Curry from any claim for indemnity arising from the Washington Litigation or this Settlement Agreement.

20. "Cure Period." Water Front represents that, other than Excluded Sites, cabin site numbers 5, 49, 91, 97, 99, 119, 121, 136, 138, 140, 141, 142, 154, 158, 164, 165, 174, 175, 176, 183, 186, 198, 199, 201, and 210 are delinquent in payment of past rent under the cabin site subleases. Water Front shall provide to the subtenants of these cabin sites, and of any other cabin sites presently delinquent in payment of any past due rent under the cabin site subleases, a "cure period" of 120 days from written notice after the date the judgments called for herein in the Litigation all become final within which to pay all past due rent and thereby reinstate the cabin site subleases. Within 60 days after the judgments become final, Water Front shall send such notices as it deems appropriate to such present or former subtenants of the right provided hereby to cure.

21. Insurance Proceeds. Water Front and Robert T. Curry and the State of Washington agree that any recovery by Water Front or Robert T. Curry from any insurance policies which include recovery for rental abatement shall be shared to that extent on a pro rata basis after deducting the reasonable costs of obtaining such recovery (including attorney fees). The State of Washington's share shall be determined based upon the rental income it would otherwise have received under Sections 3.01 and 3.03 of the Master Lease for the fiscal rental periods beginning in 1984 and 1985.

22. Preconditions of Settlement. This Settlement Agreement is subject to all of the following preconditions first occurring:

22.1 Class Certification. The class action in the Oregon Litigation is certified as a class action for the limited purposes of this Settlement Agreement. The class members would include all persons and entities who have been subtenants from Water Front of any cabin sites at North Woods at any time since March 25, 1980, except subtenants of Excluded Sites. If the Settlement Agreement is not approved according to the terms hereof, then this Settlement Agreement shall be of no force and effect, and the class action, if so certified, shall be decertified as a class action and the Oregon Litigation and Washington Litigation will be treated, in regard to whether they should be certified as class actions, as if this Settlement Agreement had never been entered into and the class actions had never been certified as class actions.

22.2 Court Approval. This Settlement Agreement must be approved by the court in the Oregon Litigation.

22.3 Opt Out - Oregon. Notices of the prospective settlement called for herein shall be sent to all purported members of the class in the Oregon Litigation at their last known addresses. Those members shall be bound by the Settlement Agreement and the judgment of the court in the Oregon Litigation unless they opt (elect) out of the Settlement Agreement and class within the time and by the means to be established by the Oregon

court in the Oregon Litigation. For purposes of paragraphs 22.3 and 22.4, the class members shall be deemed to be residents of the states to which the court in the Oregon Litigation orders that their notices be sent.

22.4 Opt In - Oregon. Subtenants who are purported members of the class represented by the plaintiffs in the Oregon Litigation who are not residents of the State of Oregon shall not be bound by or receive the benefits of the Settlement Agreement and the judgments contemplated hereby unless they affirmatively elect, within the time and under the method set by the Oregon court in the Oregon Litigation, to be so bound and to receive said benefits.

22.5 Approval Percentages. This Settlement Agreement shall be null and void and of no effect, and no judgment may be entered hereon, unless, within the time set by the court in the Oregon Litigation:

(a) Ninety percent (90%) of all cabin sites held by original lessees leased after March 23, 1972 and having cabins thereon approve the settlement (the cabin sites needing 90% approval are listed on Exhibit A hereto); and

(b) Eighty percent (80%) of the rest of the cabin sites (not including Excluded Sites) approve the settlement.

For purposes of this paragraph 22.5, if any subtenant who has had an interest in a cabin site since March 25, 1980 is or becomes an Objecting Subtenant, that cabin site shall

be counted as not approving the settlement. Water Front may, in a writing filed with the court in the Oregon Litigation, waive any or all of the approval requirements of this paragraph 22.5.

22.6 Orders for Judgments. If the approvals as called for by paragraph 22.5 are obtained, and this Settlement Agreement has been approved by the court in the Oregon Litigation, then the parties hereto (except the Seiferts and the State of Washington) shall apply to the courts in the Oregon Litigation and Federal Litigation to enter orders providing that judgment (as called for herein) shall be entered in each action upon a copy of the order being entered in the other action. After such orders are entered in each action, the parties hereto shall apply to the courts for entry of judgments as called for herein in the Oregon Litigation, Washington Litigation, and Federal Litigation.

22.7 Judgments. The judgments called for herein shall be:

(a) in the Oregon Litigation a judgment:

- (i) approving this Settlement Agreement, (ii) making all persons contemplated hereby bound by this Settlement Agreement, (iii) dismissing those actions and any counterclaims therein with prejudice and without costs, (iv) discharging Water Front, Robert T. Curry, and the States of Oregon and Washington from all liability, in respect of all claims asserted by the plaintiffs in the Oregon Litigation and Washington Litigation, to any of the plaintiffs or intervenors in the Oregon Litigation and Washington Litigation and to any member of the class or classes, created by

the court in the Oregon Litigation for the purpose of effecting and administering the settlement, who, as to Oregon residents, has not requested exclusion from such class or classes or who, as to non-Oregon residents, has elected to be included in the class in the Oregon Litigation, (v) discharging the named plaintiffs in the Litigation and the Association's past and present officers, directors, attorneys, agents, employees, and representatives of and from any and all claims, demands, complaints, liabilities, actions, suits, and causes of Water Front or Robert T. Curry related in any way to the claims alleged in the Litigation, provided however, that there is no discharge of Objecting Subtenants nor of rights to collect past or future rent nor, except as specifically provided herein, of the rights to enforce the cabin site leases, and (vi) having such additional provisions as are not inconsistent herewith;

(b) in the Washington Litigation a dismissal of the action and complaint with prejudice and without costs;

(c) in the Federal Litigation a dismissal of the action and complaint with prejudice and without costs; and

(d) in each of the Oregon Litigation, Washington Litigation, and Federal Litigation, the judgments called for in paragraphs 22.7(a), (b), and (c) shall be so final that they have all been finally affirmed on appeal, or any appeals therefrom have been finally dismissed, or the time for filing appeals therefrom has expired without the filing or noticing of an appeal.

23. Innocence. Water Front, Robert T. Curry, the State of Oregon, and the State of Washington assert and maintain their complete innocence of any wrongdoing; however, they have agreed to this Settlement Agreement to relieve them of further litigation expense and of the very considerable loss of time and effort which would be necessitated by further defense of the actions. Neither this Settlement Agreement, any document referred to herein, nor any payment or concession of any defendant herein is or may be construed as an admission of fault, wrongdoing, or liability of any kind whatsoever by any defendant.

24. Further Action. Each undersigned party hereto agrees to do all things necessary to carry out and effectuate the terms, intents, and purposes of this Settlement Agreement. Time is of the essence hereof. The undersigned parties hereto jointly agree to apply to the court in the Oregon Litigation for a court order in accordance with this Settlement Agreement determining, among other things, that the settlement contained herein is fair, just, and equitable to class members and has been entered in good faith by the undersigned parties hereto.

25. Counterparts. This Settlement Agreement may be signed in one or more counterparts, having multiple signature pages, all of which together shall be deemed to be one instrument which is complete when all of the parties have signed.

26. Waiver. Failure of any party to require performance of any provision of this Settlement Agreement shall not limit the right of any party to enforce the provision, nor shall

any waiver by any party of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or of any other provision unless such waiver is in writing and signed by the party to be charged.

27. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the undersigned parties hereto, and the class members who become bound by this Settlement Agreement, and their respective personal representatives, heirs, successors, and assigns.

28. Number, Gender and Captions. As used herein the singular shall include the plural and the plural the singular as the context so requires, the masculine, feminine and neuter are interchangeable as the context so requires, and all captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Settlement Agreement.

29. Ambiguities. This Settlement Agreement shall be deemed to have been drafted by all the undersigned parties, and no ambiguities shall be resolved against any party by virtue of its participation in drafting this Settlement Agreement.

30. Entire Agreement. This Settlement Agreement is the entire, final, and complete agreement among the parties and supersedes all written and oral agreements and representations heretofore made hereon by the undersigned parties hereto or their representatives.

31. Non-Privity. It is understood that execution of this Settlement Agreement by the State of Washington does not create privity of contract between it and either the Association or any subtenants, their successors or assigns.

DATED as of the 24th day of May, 1984.

THE NORTH WOODS ASSOCIATION

By Sam Fisk

Title President

WATER FRONT RECREATION, INC.

By Robert J. Perry

Title Pres

STATE OF OREGON

By Marcelle Larsen

Title Real Estate Commissioner

STATE OF WASHINGTON

By James E. Hill

Title Division Manager Lands
Dept. of Natural Resources

George Kalman
George Kalman

Evelyn Kalman
Evelyn Kalman

Paul Schultz
aka Paul Schulz

M. M. Marzineck
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aka M. J. Marziheck

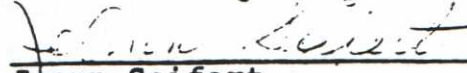
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Heidi H. Jones
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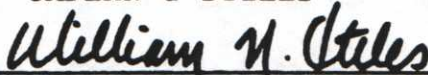

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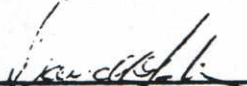
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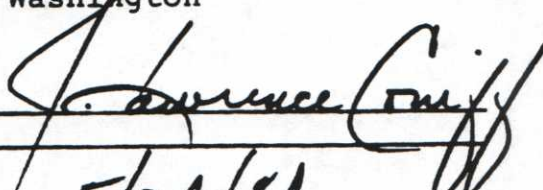
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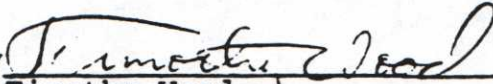
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