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AGREEMENT OF DISSOLUTION

THIS AGREEMENT, Made and entered into this ___ day of ^{June} July, 1972, by and between MENOMINEE ENTERPRISES, INC., of Neopit, Wisconsin, (hereinafter called "Enterprises"), N. E. ISAACSON & ASSOCIATES, INC., of Reedsburg, Wisconsin, (hereinafter called "Isaacson"), and DRUMS, INC., of Madison, Wisconsin, (hereinafter called "DRUMS"), all being corporations organized and existing under the laws of the State of Wisconsin;

WITNESSETH:

WHEREAS, Enterprises and Isaacson entered into a Partnership by an Agreement dated July 9, 1968; and,

WHEREAS, The Partnership was named and known as LAKES OF THE MENOMINEES and was created for the purpose of developing and marketing certain lands situated in Menominee County, Wisconsin; and,

WHEREAS, DRUMS is composed of and represents a number of shareholders in Enterprises who are opposed to the continuation of the Partnership and who are, further, opposed to the continued development and marketing of certain lands situated in Menominee County, Wisconsin, and who have picketed and demonstrated against the Partnership; and,

WHEREAS, The Parties to this Agreement desire to bring an end to all confrontation and conflict, and, to that end, the Partners desire to, and by this Agreement do, voluntarily dissolve the Partnership according to the terms, conditions and provisions set forth below;

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I.

Division of Partnership Property

For purposes of this Agreement, Partnership Property shall be classified as (i) real property and (ii) non-real property.

Non-real property of the Partnership shall include (i) all tangible personal property of the Partnership and (ii) all other items that would be assets of the Partnership for accounting purposes.

Transfer of Real Property:

The Partnership shall transfer to Enterprises all the parcels of real property set forth in Schedule "A" attached to this Agreement. This transfer shall be by Quit Claim Deed.

The Partnership shall issue a Quit Claim Deed to Isaacson to all of the real property owned by the Partnership at any time during the life of the Partnership, excepting those parcels of real property set forth in Schedule "A", and excepting title to the dams.

Enterprises warrants and guarantees title to the lands which it transferred to the Partnership by various warranty deeds and covered by the above-mentioned Quit Claim Deed to Isaacson.

DRUMS and various of its members are presently challenging, through legal proceedings, the authority of Enterprises to have made transfers of land to the Partnership. DRUMS' participation in this Agreement should not be construed as an approval of any such transfers by Enterprises.

Transfer of Non-Real Property:

All non-real property of the Partnership, as defined above, except the Loss Reserve Fund described in Article XIII, shall be transferred by the Partnership to Isaacson.

Enterprises agrees to execute such bills of sale, transfers of title, assignments and other documents, as may be required by law or as may be necessary in order to effect a complete and proper transfer of the Partnership's non-real property to Isaacson.

ARTICLE II.

Cash Payments to Menominee Enterprises, Inc.

Isaacson shall pay to Enterprises the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars, which sum shall be paid in accordance with the following schedule:

(a) The sum of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars to be paid on September 1, 1972;

(b) The sum of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars to be paid on October 1, 1972;

(c) The sum of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars to be paid on November 1, 1972;

(d) The sum of Seventy-five Thousand and 00/100 (\$75,000.00) Dollars to be paid on December 1, 1972;

and,

(e) The sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars to be paid on June 1, 1973.

Payment of the above sum shall be contingent upon the performance by Enterprises and DRUMS of their commitments under Article III of this Agreement.

ARTICLE III.

Contingent Nature of Payment

Part of the consideration for this Agreement is the recognition by all Parties of their mutual good faith. To this end:

(a) Enterprises and DRUMS hereby each agree to make a good faith effort to see that none of their officers, employees, directors, members, stockholders, or any persons acting in concert with any of the foregoing persons, carry on any of the following activities: (1) demonstrations at the Legend Lake project or at any place at which any business activities are being carried on by Isaacson or Isaacson's employees, customers or affiliates; (2) issuing negative news media publicity about Isaacson or its employees, customers or affiliates; (3) threats or acts of violence; and, (4) any other activity designed primarily to harrass Isaacson in the pursuit of its legitimate business activities.

(b) Isaacson hereby agrees to make a good faith effort to see that none of its officers, directors, employees or stockholders engage in the issuance of any negative news publicity against Enterprises or DRUMS nor carry on any activity designed principally to harass Enterprises' or DRUMS' pursuance of their legitimate objectives.

(c) A good faith effort shall mean a vigorous and reasonable program undertaken by the leaders of the foregoing corporations in good faith for the purposes of insuring that the foregoing activities do not occur. If any of the foregoing activities do occur, there shall be a

presumption that a good faith effort has not been made to prevent them, which can be rebutted only in accordance with the following paragraphs.

(d) In the event that any Party shall feel that any other Party has breached this Article, it shall notify said other Party by certified mail with a return receipt requested, sent to the registered agent of the corporation to which the notice is being sent. If any Party feels that any other Party intends to breach this Article, it shall have the option of suggesting that certain actions be taken to avoid a breach.

(e) Within Thirty (30) days after receipt of a notice of breach, the corporation receiving the same shall have the right to, in writing, deny the breach and demand arbitration in accordance with the rules of the American Arbitration Association. If the denial and demand for arbitration are not received within the Thirty (30) day period, then, the Party shall be deemed to be in default and the liquidated damages provision hereinafter made shall be applicable.

(f) If a demand for arbitration is made as provided for above, the matter shall be submitted to the American Arbitration Association and the costs of arbitration shall be borne equally by all Parties involved. The arbitrator shall first determine if an activity as described above has occurred. If the arbitrator determines that an activity as

described above has occurred, then, the burden shall be on the Party obligated to make a good faith effort that such activity does not occur, to prove by the clear preponderance of the evidence that it has made the good faith effort required by this Article.

(g) In the event of a substantial breach of this Article by DRUMS or Enterprises, Isaacson shall be entitled to liquidated damages in the amount of the balance of the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars unpaid at the time of the breach. In the event of a substantial breach of this Article by Isaacson, Enterprises shall be entitled to liquidated damages in the amount of Seventy-five Thousand and 00/100 (\$75,000.00) Dollars.

(h) If arbitration under this Article is demanded as provided above, any installment payment that shall then be due pending a final decision of the arbitrator shall be deposited by Isaacson in escrow to abide the outcome of the arbitration.

ARTICLE IV.

(V) (d) above, Loan to Menominee Enterprises, Inc. Isaacson will make a loan to Enterprises or will make a loan available to Enterprises for one year, upon demand, up to June 30, 1973, in the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars at a rate of interest not to exceed 1% over the prime rate at the time the loan is made or made available.

This loan shall be secured by a first mortgage on the real property set forth as items 2 and 4 of Schedule "A" attached to this Agreement.

ARTICLE V.

Easements

Enterprises will grant the following-described temporary easements to Isaacson across lands owned by Enterprises:

(V)(a) From Round Lake to an unnamed lake lying on the Northwest side of and adjacent to Sand Lake;

(V)(b) From an unnamed lake lying on the Northwest side of an adjacent to Sand Lake to Sand Lake;

(V)(c) From Sand Lake to Little Sand Lake;

(V)(d) From Little Sand Lake to Legend Lake; and,

(V)(e) From Little Sand Lake to Pine Lake.

Isaacson shall be granted these easements for the purpose of constructing, installing, maintaining and repairing channels, ditches, pipes and/or pumping stations, together with the necessary power lines running to the same, in order to facilitate flowage between and among the above-named bodies of water so that their water levels may be maintained.

At the present time, facilities are in existence between the bodies of water named in Subparagraphs (V)(a) through (V)(d) above, and such existing facilities are being used for the purposes set forth above.

It is agreed that the easements described in Subparagraphs (V)(a) through (V)(d) above shall follow the respective courses of the presently existing facilities and shall extend for a distance of Thirty-five (35) feet on each side of the respective center-lines of the courses of presently existing facilities,

measured at right angles to the center-lines, so that each such easement will have a total width of Seventy (70) feet.

The easement described in Subparagraph (V)(d) above, for the first One Hundred (100) feet of linear distance from a point Twenty-five (25) feet below the water line of Little Sand Lake, shall extend Fifty (50) feet on each side of the center-line, measured at right angles to the center-line so that this easement will have a total width of One Hundred (100) feet for such linear distance.

The easement described in Subparagraph (V)(e) above, shall follow the shortest practicable course from Little Sand Lake to Pine Lake. After the course of this easement has been determined, the width shall be as follows: For such time as is necessary to construct a water-level control facility, the easement shall extend Seventy-five (75) feet on each side of the center-line of the easement's course; thereafter, the width of the easement shall revert to a width of Thirty-five (35) feet on each side of the center-line, measured at right angles to the center-line, so that the width of this easement for the period of construction shall be a total of One Hundred Fifty (150) feet and, thereafter, a total of Seventy (70) feet.

Once a water-level control facility has been constructed on any of the above-described easements, including such facilities as are presently in existence, Isaacson agrees that the type of facility on any given easement will not be changed to another type of facility, nor substantially altered or modified, without Isaacson's first obtaining the permission of Enterprises, which permission shall not be unreasonably withheld.

If a change in the type of any given facility, or a substantial alteration or modification thereof, shall be necessary in order to maintain water levels, then, the withholding of permission by Enterprises shall be presumptively unreasonable.

Isaacson shall have the right of ingress to and egress from the rights-of-way contained in the above-described easements, over lands owned by Enterprises adjacent to such rights-of-way ^{and over routes approved by MEI} for the purposes set forth above.

The easements described above shall terminate on December 31, 1975.

ARTICLE VI.

Completion of Legend Lake Project

Isaacson will complete the Partnership's lake development project known as Legend Lake.

Completion of the Legend Lake project entails, among other things, the following:

(a) Completion of surveying and platting of all properties;

(b) Taking such steps as are necessary to set up a Property Owners' Association in accordance with the agreements for such an Association made by the Partnership with purchasers of Legend Lake property;

(c) Dedication and transfer of certain properties, not listed on Schedule "A", to the Property Owners' Association and to various governmental entities;

(d) Completion of all roads as shown on final or preliminary plats of Legend Lake, except that:

(1) Partnership
No additional work is to be done on any cul de sac road bordering on lots set forth in Schedule "A", including Wilderness Trail Road, but not including the road crossing the third Phase dam and terminating at Out Lot 2 of Tomahawk Addition, and not including the road terminating at Out Lot 3 of Trails End Addition; provided, that in the event the Town of Menominee will not accept the plats without the roads being completed, these roads will be completed by Isaacson and the cost of completion shall be deducted from the final cash payment due Enterprises on June 1, 1973, in an amount not to exceed Ten Thousand and 00/100 (\$10,000.00) Dollars;

(e) Shaping and grading shore areas and filling low areas;

(f) Completion of public facilities such as beach clubs, launching ramps and such work as may be necessary for the transfer of the Main Legend Lake Lodge to the Property Owners' Association;

(g) Completion of the clay seal on the Lake as currently planned;

(h) Removal of the temporary dam between Phases II and III;

(i) Modifying concrete spillway on third Phase dam;

(j) Asphalt emergency spillway area on third Phase dam; and,

(k) Perform necessary upkeep on culvert controlling Long Lake water level through December 31, 1975.

(l) Pursuant to Order of the Department of Natural Resources, Isaacson shall deposit with the Department the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, for the purposes set forth in such Order, and Isaacson shall be entitled to the balance of such deposit, if any, remaining upon termination of the liability.

(m) On or before September 30, 1972, Isaacson shall vacate the Main Legend Lake Lodge Building and shall cease using the Building for sales or administrative purposes in connection with the Legend Lake project, provided, however, that Isaacson may continue to show the Building to prospective purchasers of Legend Lake property.

(n) Upon vacation of the Building, Isaacson shall perform, at its cost, such repair, remodeling and/or renovating work as may be necessary to prepare the Building for transfer to the Property Owners' Association and, upon completion of such work, shall transfer the Building to the Property Owners' Association. The transfer shall take place on or before December 31, 1972.

ARTICLE VII.

Winding Up Partnership Affairs

The date of dissolution of the Partnership shall be June 30, 1972.

After the date of dissolution, Enterprises shall have no authority to act on behalf of or to create any obligation binding on the Partnership.

Isaacson shall have the right to act in the name of the Partnership, but only to the extent necessary to wind up the Partnership's affairs, and shall not have the right to create any new obligations binding upon Enterprises.

Existing Liabilities of Partnership:

Isaacson alone shall be responsible for extinguishing existing liabilities of the Partnership known or ascertainable on the date of dissolution.

"Existing liabilities of the Partnership known or ascertainable on the date of dissolution" shall be limited to contractual liabilities incurred by the Partnership prior to the date of dissolution or arising from an act or transaction occurring prior to the date of dissolution.

"Contractual liabilities" shall exclude tort liabilities and liability for breach of contract arising out of failure of title to any lands deeded by Enterprises to the Partnership.

Isaacson alone shall be responsible for liabilities incurred in the course of winding up the Partnership's affairs subsequent to the date of dissolution.

ARTICLE VIII.

Other Work to be Done by Isaacson

Isaacson shall also be responsible for doing all work listed on Schedule "B" attached to this Agreement.

Isaacson shall be responsible for providing all of the facilities necessary to achieve by December 31, 1974, and to

maintain through December 31, 1975, the following normal base water levels on the named lakes:

- (a) Round Lake: 842.0 feet above mean sea level
- (b) Sand Lake: 840.5 feet above mean sea level
- (c) Little Sand Lake: 839.5 feet above mean sea level
- (d) Pine Lake: 835.5 feet above mean sea level

Any temporary or unusual increase in water levels attributable to any form of precipitation, melting of ice or snow, or surface flow or runoff shall be excluded in calculating the normal base water level set forth above.

In the event that Isaacson shall not establish the normal base water levels provided for in this Article by December 31, 1974, or such other levels as may be mutually agreed upon by Isaacson and Enterprises, Enterprises shall have the right to demand that Isaacson take whatever additional action is necessary to achieve these such levels and, if within a reasonable time the levels are not thereafter established, to take action on its own to achieve those levels at Isaacson's expense and to hold Isaacson liable for damages in accordance with Article IX below.

Enterprises shall have the right to modify the lake levels provided for in this Agreement within Six (6) months by establishing that said levels are grossly unreasonable when judged by the impact on the economic values on the surrounding areas if devoted to human recreational purposes. The term "grossly unreasonable" in this Article means so unreasonable that the

vast bulk of engineers would agree that they are unreasonable. This determination of gross unreasonableness should take into account the efforts and funds that have been expended to establish the lake levels at the foregoing levels up to the time at which the challenge to said lake levels is made by Enterprises.

In the event that Enterprises seeks to modify the lake levels, Isaacson shall also have the right to seek a change in the lake levels under the same standard. Any challenges to the lake levels shall be submitted to binding arbitration as provided in Article XI of this Agreement.

This Agreement shall have no effect on any claims made against either Enterprises or Isaacson by those who are not Parties to this Agreement.

ARTICLE IX.

Limitations

Nothing in this Article shall be construed as an admission of liability on the part of any Party to this Agreement.

In the event Enterprises shall discover any temporary or permanent and adverse effects upon any of its lands or waters, which effects are a result of the Legend Lake project, of which it is not aware at the date of dissolution, and of which it could not, in the exercise of ordinary care, have been aware, it shall, within Three (3) years, have the right to make a claim against Isaacson for the same, subject to the limitations hereinafter provided for.

Isaacson shall in no event be held liable to Enterprises for any damage to Enterprises' property unless it has been

offered a reasonable opportunity to remedy the condition which allegedly caused or is causing said damages. In the event the condition is remedied, Isaacson shall not be held liable for any interim damages resulting from the condition. This Article is intended to apply, but not by way of limitation, to the maintenance of water levels specified under this Agreement.

All claims of Enterprises against Isaacson under this Agreement or in any way related to the Legend Lake project shall be submitted to binding arbitration as provided in this Agreement.

ARTICLE X.

Tax Basis of Property

The tax basis of the property distributed to the Parties shall be the book value of each Partner's equity in the Partnership as computed for tax purposes as of the date of dissolution. The distribution of cash to Enterprises and the assumption of Enterprises' share of partnership liabilities by Isaacson shall be deemed to be a distribution of Enterprises' share of income earned but not distributed prior to June 30, 1972, up to the amount of that income.

ARTICLE XI.

Arbitration

Any dispute arising out of or under this Agreement shall be submitted to binding arbitration.

Upon the demand of any Party to this Agreement, such dispute shall be settled by arbitration in Milwaukee, Wisconsin, or such other location as the Parties agree to, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, 40 West 51st Street, New York, New York.

The decision of the arbitrator shall be communicated to all Parties and shall be and become binding on them as of the date of the decision, subject only to being vacated or modified under

the provisions of Subsection (1) of Section 298.11, Wisconsin Statutes for 1969.

If the decision is vacated, the dispute shall be submitted forthwith to the American Arbitration Association and shall again be arbitrated under the Rules and provisions of the American Arbitration Association.

The expenses of arbitration shall be borne equally by all Parties to this Agreement.

The separate arbitration provision contained in Article III of this Agreement is supplementary to this Article.

ARTICLE XII.

Application To

Wisconsin Department of Natural Resources

Enterprises agrees that it will, at the option of Isaacson, apply in its own name or join in an application made by Isaacson or any one person or entity designated by Isaacson, for a permit to construct and maintain a drainage ditch for the purpose of moving water from Little Sand Lake to Pine Lake on the easement between said Lakes provided for in Article V.

Any expenses incurred in connection with such application shall be borne by Isaacson.

The construction of said ditch and its maintenance through December 31, 1975, will at at the sole expense and under the control of Isaacson. Isaacson shall determine the date upon which the above-mentioned application shall be filed.

DRUMS agrees to join in and to support said application and all Parties agree to work in good faith to secure from the Wisconsin Department of Natural Resources the issuance of said permit.

ARTICLE XIII.

Contingent Bank Liability

The Partnership at the present time has an asset of unknown value in the form of a Loss Reserve Fund maintained by the Midland National Bank of Milwaukee, Wisconsin, against the possible losses that said Bank might suffer in the event of default by owners of property who have financed their purchases of land from the Partnership at said Bank.

The Partners wish to defer for the present time an agreement as to the disposition of this asset. Until agreement is reached between the Partners, it is agreed that both this asset and the contingent liability arising out of any recourse that said Bank or the Continental National Bank of Milwaukee, Wisconsin, may have against Isaacson shall, as between the Partners, be shared equally.

ARTICLE XIV.

Execution and Public Announcement of Agreement

Each of the Parties agrees to publicly announce its adherence to and support of this Agreement and to publicly urge all persons to support its terms and conditions.

Each of the Parties agrees that this Agreement shall be signed by a delegation of not less than Four (4) representatives of each Party, including the necessary corporate officers, and that in addition the Agreement shall be signed by the person acting as Attorney for each of the Parties.

The Parties shall mutually agree on the membership of each of the delegations of signatores.

ARTICLE XV.

Miscellaneous

Modification:

No provision contained in this Agreement shall be modified except by mutual agreement of the Parties, expressed in writing, and properly executed by each Party.

Successors and Assigns:

All the rights, duties and obligations of the Parties to this Agreement shall apply equally to and be binding upon their respective successors and assigns.

Effective Date:

This Agreement shall be effective as of the 30th day of June, 1972.

Covenant of Authority:

Each Party to this Agreement covenants that its respective Board of Directors has approved the Corporation's entering into this Agreement and that its respective Board of Directors has authorized the persons executing this Agreement on behalf of the Corporation to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names by their properly authorized representatives, at Keshena, Wisconsin, this ____ day of July, 1972.

MENOMINEE ENTERPRISES, INC.

By:

Richard Dodge, Chairman of the Board

By:

R. A. Dickinson, President

(Corporate Seal)

By: _____
Peter Waukechon, Secretary

By: _____
FOLEY & LARDNER

By: _____
Gilbert W. Church, Attorney
N. E. ISAACSON & ASSOCIATES, INC.

By: _____
N. E. Isaacson, President

By: _____
Robert L. Webster, Vice-President and
Secretary

(Corporate Seal)

By: _____
Kenneth G. Carlson, Vice-President

By: _____
Lewis E. Berry, General Counsel

WELSH, TROWBRIDGE, PLANERT & SCHAEFER

By: _____
Vance M. Waggoner, Attorney

DRUMS, INC.

By: _____
James White, President

By: _____
Sylvia Wilbur, Treasurer

(Corporate Seal)

By: _____
Shirley Daley, Secretary

By: _____
Louis Webster, President of Keshena
Chapter of Drums, Inc.

Joseph F. Preloznik, Attorney

and being authorized to do so, they executed the foregoing Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, _____ County, Wis.
My commission _____

NOTARIZATION FOR DRUMS, INC.

STATE OF WISCONSIN)
) SS.
)

On the ____ day of July, 1972, before me personally appeared James White as President, Sylvia Wilbur as Treasurer, Shirley Daley as Secretary and Louis Webster as President of Keshena Chapter, of DRUMS, INC., a corporation, and that in such capacities and being authorized to do so, they executed the foregoing Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, _____ County, Wis.
My Commission _____

Drafted by Attorney Vance M. Waggoner.

SCHEDULE "A"

Real Property to be Transferred by the Partnership
To Menominee Enterprises, Inc. According to
Recorded and Unrecorded Plats of Legend Lake

1. Wilderness Trail Addition: All residential lots
2. Red Wing Addition: Lots 1 through and including 55
3. Chief Waukechon Addition: All residential lots
4. Mallard Bay Addition: Lots 47 through and including 73
5. Trails End Addition: All residential lots and Out Lot 1
6. White Eagle Addition: All residential lots and Out Lots
1, 3 and 4
7. Tomahawk Addition: All residential lots and Out Lot 2

A map on which the above lots are indicated in red
is attached to this Agreement, but the above des-
criptions shall be controlling.

SCHEDULE "B"

Other Work to be Done by Isaacson

1. LaMotte Swamps:
 - (a) Remove bog material from two (2) swamps to side slopes;
 - (b) Back fill dredged area with sand from nearby Enterprises' properties;
 - (c) Re-grade surface area spreading bog material as topsoil over sand fill; and,
 - (d) Seed re-graded surface.

2. Round Lake:
 - (a) Remove dead trees from Enterprises' property along edge of lake.

3. Water Course Between Round Lake and Sand Lake:
 - (a) Grade back slopes;
 - (b) Seed back slopes; and,
 - (c) Remove stored culvert pipe.

4. Sand Lake:
 - (a) Remove dead trees along edge of lake;
 - (b) Clean and grade and spread sand on beach at camp area on West side of lake;
 - (c) Spread ten (10) cubic yards of sand at outlet from unnamed lake lying on the Northwest side and adjacent to Sand Lake; and,
 - (d) Clean and grade public beach on East side of lake.

5. Pothole Northeast of Sand Lake:
 - (a) Remove dead trees along edge of pothole.

6. Little Sand Lake:
 - (a) Remove dead trees along edge of lake.

7. Pothole Between Little Sand Lake and Pine Lake:
 - (a) Remove dead trees along edge of pothole.

ADDITIONS TO SCHEDULE B:

Enterprises shall have thirty (30) days from and after June 30, 1972, in which to add to this schedule items of work that are related to the building of Legend Lake and are of a like kind and nature to the items set forth above. Disputes as to whether items are related to the building of Legend Lake and are of a like kind and nature to the items set forth above shall be submitted to binding arbitration.