

Lease Began June 1, 2011

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT PARK MAY CHARGE RESIDENT FOR RENT.

until May 31, 2023

CABRILLO MOBILE HOME ESTATES

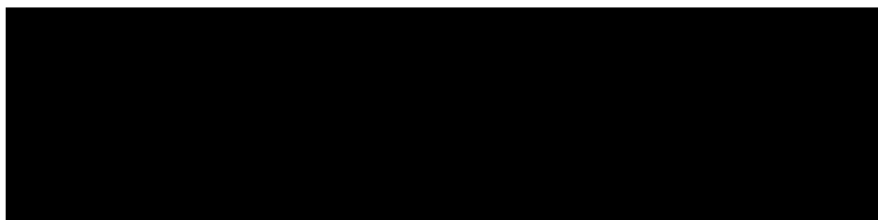
LONG TERM LEASE AGREEMENT

IMPORTANT: THIS LEASE AGREEMENT IS THE RESULT OF NEGOTIATIONS BETWEEN THE OWNERSHIP OF CABRILLO MOBILE HOME ESTATES AND THE RESIDENTS OF THE MOBILEHOME PARK FOR SETTLEMENT OF A RENT PETITION CLAIM FILED BY THE OWNERSHIP OF THE PARK REQUESTING A SIGNIFICANT RENT INCREASE. THIS LEASE SHALL BE CONSIDERED TO BE DRAFTED BY BOTH THE OWNERSHIP OF THE PARK AND THE RESIDENTS, AND IT IS INTENDED TO STABILIZE RENTS FOR A PERIOD OF 12 YEARS, WITH AN INITIAL RENT INCREASE AT THE COMMENCEMENT OF THE LEASE TERM. IN ORDER TO FULFILL THE INTENT OF THE OWNERSHIP OF THE PARK AND THE RESIDENTS, THIS LEASE IS FOR A TERM OF 12 YEARS AND WILL APPLY TO EACH INDIVIDUAL HOMESITE FOR THE ENTIRE 12 YEAR TERM, AND THIS LEASE MUST BE ASSIGNED TO ANY SUCCESSOR RESIDENT AT ANY INDIVIDUAL SPACE IN ORDER THAT THE FULL 12 YEAR TERM REMAINS IN FULL FORCE AND EFFECT. IN THE EVENT PARK OWNERSHIP IS TRANSFERED TO ANY PERSON OR ENTITY, THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT FOR THE FULL TERM OF THIS LEASE.

Resident Initials



**CABRILLO MOBILE HOME ESTATES
930 ROSEDALE AVENUE
CAPITOLA, CA 95010**



THIS LONG TERM LEASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 1st day of June 2011, by and between the management of Cabrillo Mobilehome Estates (hereinafter the "Park") and [REDACTED] as the Resident (hereinafter collectively the "Resident") respecting Space [REDACTED] ("Premises"):

1. Definitions: The following definitions will apply in this lease unless provided otherwise hereinafter:

A. "Mobile Home": For purposes of this Agreement, the term "mobile home" shall be as defined by the statutes of the State of California, and shall include a manufactured home.

B. "Space Rent". The rent paid by the Resident for the use of the Premises in the Park.

C. "Consumer Price Index (CPI)". The Index published by the United States Department of Labor, Bureau of Labor Statistics, known as "Consumer Price Index" for Urban Wage Earners and Clerical Workers for the San Francisco/Oakland/San Jose Area. If the Index is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

2. TERM: Park leases to Resident the premises known as mobilehome site or space No. [REDACTED], at 930 Rosedale Avenue, Capitola, CA (hereafter "said Premises") in the Park to be used by Resident as his residence and no other purposes for the term of twelve (12) years (144 months), commencing on the 1st day of June, 2011, and expiring on May 31, 2023.

3. RENT: Resident agrees to pay Park as space rent (hereinafter designated as "Base Rent") for the Premises the sum of Four Hundred Seventy Five Dollars (\$475.00) per month beginning June 1, 2011. Upon each one year anniversary of this Agreement, beginning on June 1, 2013, there will be a rent increase, with ninety (90) days written notice, in an amount equal to the percent of increase in the Consumer Price Index (defined above) for the twelve (12) month period ending at least 120 days prior to the date of each such increase as compared to the 12 month period prior thereto.

4. UTILITIES:

A. Park shall provide and separately bill to Resident for the following utilities: Gas, electric, water, garbage and sewer. Upon sixty (60) days' notice to Resident, however, Park may require Resident to contract with the appropriate utility provider for service and to pay directly for one or all of the utilities which have previously been separately billed to Resident.

B. Resident shall contract with the appropriate utility company or provider and pay directly for all other utilities and/or services, such as telephone, internet and cable TV, as required or desired by Resident.

C. Utilities will be billed monthly, in arrears. Resident agrees to pay on the first day following billing, the charge, at lawful rates, for the following utilities or services furnished to Resident: Gas, electric, water, garbage and sewer. Resident further agrees to pay any increases in such utility rates as may be imposed by the utility provider from time to time.

D. Resident shall not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the Premises, any apparatus or device for the purposes of using electric current, natural gas, sewer or water line or service.

Resident Initials
[REDACTED]

E. Resident is responsible for determining that Resident's mobilehome as well as all appliances and additional equipment used on or at the Premises is compatible with the electric service of the Park, and Resident agrees and acknowledges that Park has no liability or responsibility to Resident if the available electrical supply is not compatible.

F. Resident is responsible for maintenance and repair of all utility lines (including, but not limited to, wiring, cabling, gas lines, water pipes, sewer pipes or conduit) from the utility connection point up to and including Resident's mobilehome.

G. Whenever it is necessary for Owner to make repairs or improvements to the Park's utility systems, Owner will have the right to suspend temporarily the delivery of the affected utility/utilities. However, a reasonable notice will be given to Resident as circumstances permit. All such repairs and/or improvements will be completed as rapidly as may be practical and, if possible, at such times which will cause the least inconvenience to Resident.

H. Resident agrees to review all Park utility billing statements and to notify Owner in writing of purported errors or discrepancies within thirty (30) days of receipt thereof.

5. TAXES:

A. Resident shall pay directly to the assessing body or party all municipal, county, state and federal taxes, assessments, fees or other charges levied upon Resident's mobilehome and other property owned by Resident, including property taxes on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, steps and porches) and other improvements made or installed by Resident, former Residents or by persons other than Owner.

B. Any and all taxes and assessments and installment of taxes, possessory taxes and assessments required to be paid by Resident under this Agreement shall be paid by Resident at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent. Upon three (3) days prior written notice from Owner, Resident shall deliver to Owner the official and original receipt evidencing the payment of any taxes, assessments, and other charges required under this paragraph "TAXES."

C. Resident shall indemnify and hold Owner, Owner's employees, agents and property, including the Park and any improvements now or subsequently located in or on the Park, free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges required by this paragraph "TAXES" to be paid by Resident and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

6. FACILITIES: The following facilities will be provided by Park during the term of this Agreement unless modified or changed as provided by law: Recreation hall, Park office and coin-operated laundry.

7. SERVICES: The following services will be provided by Park during the term of this Agreement, unless modified or changed as provided by law: None

8. PAYMENT OF RENT: Payment of rent is due on the first day of each month in advance at the Park office without any set-off, counterclaim, or deduction whatsoever. A late charge of \$25.00 will be imposed if rent is not paid by the sixth of the month. This charge does not, in any way, relieve Resident of his obligation to pay rent by the first of the month and is deemed a reasonable incidental service charge levied to cover the costs of additional accounting and collection expenses. Additionally, there will be a \$25.00 handling charge on all checks dishonored by Resident's bank for any reason.

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It is hereby agreed between the parties that the actual amount of costs and/or damage to Park with regard to a late payment is difficult or impractical to fix, and both parties hereto agree to regard Park's damages for late payment as equal to the amount stated herein.

9. THE MOBILEHOME RESIDENCY LAW: Attached hereto, marked Exhibit "A", and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current Mobilehome Residency Law, and by signing this Agreement, Resident acknowledges that he has received a copy of that law.

10. RULES AND REGULATIONS: Attached hereto marked Exhibit "B", and by this reference made a part of this Agreement as though set forth in full, is a copy of the present Rules and Regulations of the Park. Resident agrees to comply with all such rules and regulations and such additional rules and regulations as may be promulgated from time to time in accordance with state law. Resident, by signing this Agreement, acknowledges receipt of those Rules and Regulations.

11. RESPONSIBILITY OF THE PARK: It is the responsibility of the Park to provide and maintain the physical improvements set forth above and the common areas in good working order and condition and with respect to a sudden or unforeseeable breakdown or deterioration of the improvements the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

12. RESIDENT'S WARRANTIES: If, on the date of this Agreement, there is not presently a mobilehome located on the Premises, or if Resident is to remove the mobilehome presently located on said Premises and replace it with another mobilehome now or in the future:

A. Resident acknowledges and agrees that certain representations have been made by Resident to Owner as to the make, model, type, size, age and condition of the mobilehome which will occupy the Premises and the accessory equipment and structures which will be a part of or installed with the mobilehome.

B. Resident warrants to Owner that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Premises are true and accurate. Owner is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Resident agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Owner unless they meet all of Owner's requirements and specifications and Resident has obtained prior written approval of Owner.

C. If Owner determines that said representations are not true and accurate, then Owner may refuse to accept the mobilehome or the accessory equipment and structures for installation. Inspection by Owner may be made at the time the mobilehome and the accessory equipment and structures arrive at the Park, and the mobilehome and the accessory equipment and structures shall not be allowed within the Park until they are inspected and approved.

D. Resident is also responsible for lot grading, compacting and use of approved base rock that may be necessary to accept a new mobilehome on the Premises and in order to comply with state and local permit requirements, including California Code of Regulations, Title 25.

E. Resident also assumes any and all liability for any loss, injury, or damage to Resident, Resident, Resident's guests, invitees, permittees, or licensees, to Resident's Premises, to Resident's Mobile Home, to improvements at or upon the Premises (including, but not limited to, any accessory equipment or storage building), or to Resident's personal property from flow of ground water, surface

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water and/or flood water, from subsidence, from erosion, from earth movement, or from resultant mud and debris. Resident hereby agrees to indemnify and hold Park harmless from any such loss, injury, damage or expense, including, without limitation, reasonable attorneys' fees and expenses of litigation which the Park may suffer. Resident is encouraged to obtain the necessary insurance and to undertake all precautions necessary to stabilize the Mobile Home and accessory equipment, including, but not limited to, the bracing of the Mobile Home and obtaining a civil engineer's report respecting Resident's use of the Premises.

13. AMENDMENT TO RULES AND REGULATIONS: Rules and Regulations may be amended at any time with your written consent. If you do not consent, amendment shall take place six (6) months after written notice to you of the change, unless the change is made pursuant to Civil Code §798.25(d), in which case only a Sixty (60) Day Notice is required. The Park will meet and consult with you about any changes or amendments as provided by law. Amendments pertaining only to Rules and Regulations applicable to recreational facilities shall become effective sixty (60) days after written notice to you of the change.

14. COMPLIANCE WITH LAW AND RULES AND REGULATIONS:

A. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of this Agreement, the Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in this Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner as permitted by the terms of this Agreement and as permitted by law. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of this Agreement or any violation of the Rules and Regulations by Resident shall entitle Park to, among other things, evict Resident under Civil Code § 798.56 (d) and/or to seek injunctive relief against Resident under Civil Code § 798.88, including, but not limited to, restraining Resident from continuing to breach this Agreement or continuing to violate any rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

B. Resident is responsible for the actions and conduct of all other occupants, Residents or EXTRA PERSONS of Resident's mobilehome and for the actions and conduct of Resident's guests, licensees and invitees. Resident agrees and acknowledges that any violation of the Rules and Regulations by any person residing with Resident, or any guest of Resident, shall be deemed a failure by Resident to perform an express term of this Agreement, and Owner may terminate this Agreement pursuant to the MOBILEHOME RESIDENCY LAW as a consequence of such default.

15. ENTRY UPON RESIDENT'S SPACE: Resident hereby acknowledges that the Park has the right of entry upon said Premises to maintain utilities or in case of emergency. Management may charge a reasonable fee for services relating to maintenance of the land and Premises upon which a home is situated if Resident fails to maintain the land and Premises in accordance with Park rules and regulations after written notice to Resident and Resident's failure to comply within fourteen (14) days.

16. TERMINATION OF TENANCY:

A. The tenancy created hereby may be terminated by the Resident only upon the giving of written notice to the Park not less than sixty (60) days before vacating the tenancy, and the actual physical removal of Resident's mobilehome within said sixty (60) day period. Otherwise this Lease will remain in full force and effect unless it is assigned pursuant to paragraph 18, below.

B. The tenancy created hereby may be terminated by the Park as provided in this Agreement and as provided by the Mobilehome Residency Law. In the event of termination under the Mobilehome Residency Law, the Park shall retain the right but not the obligation to transfer this lease to the next resident of the Premises

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17. REMOVAL ON SALE: Park may, at its option, exercise its rights under the Mobilehome Residency Law to require removal of the mobilehome upon resale to a third party, under the conditions specified therein.

18. ASSUMPTION OF AGREEMENT: Resident shall assign Resident's interest in this Agreement upon the sale or other transfer, voluntary or involuntary of Resident's Mobile Home, and transferee shall assume Resident's interest in this Agreement, as long as the provisions of the paragraph above entitled "APPROVAL OF PURCHASERS AND SUBSEQUENT RESIDENTS" are fully complied with and Resident is not in default or breach of this Agreement.

19. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:

A. Resident may sell Resident's Home at any time pursuant to the rights and obligations of Resident and Owner under the MOBILEHOME RESIDENCY LAW and other applicable law. Any rights granted to Resident or to Owner by the MOBILEHOME RESIDENCY LAW (including amendments, deletions, or modifications thereto) and by other applicable law may be enforced by Owner or by Resident. Resident must, however, immediately notify Owner in writing of Resident's intent to sell Resident's mobilehome. If the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park, said purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (the owner may charge fees for such reports and information as may be permitted by law in connection with an application); (b) be accepted by the Owner; (c) accept assignment of this Agreement; and (d) execute and deliver to the Owner a copy of the Park's then effective Park Rules and Regulations and other residency documents. IF THE PURCHASER FAILS TO EXECUTE AN ASSIGNMENT OF THIS AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY. The Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect.

B. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the Home from the Premises upon its sale to a third party, in accordance with the provisions of the MOBILEHOME RESIDENCY LAW and other applicable law. Any rights granted either party by the MOBILEHOME RESIDENCY LAW (including amendments, deletions or modifications thereto) and by other applicable law may be enforced by either party at that party's option.

C. Notwithstanding anything contained in this Agreement to the contrary, upon the sale or transfer of Resident's mobilehome or if the mobilehome is to remain in the Park, Resident shall make all repairs or improvements to Resident's mobilehome, to its appurtenances, or to an accessory structure as required by Owner, pursuant to law, including but not limited to California Civil Code § 798.73.5, as amended.

20. SUBLEASING: Resident may not sublet the space, any portion of the space, or any mobilehome located on the space unless required by Civil Code Section 798.23.5. Any other subleasing will be void, and deemed a violation of this Lease and the Rules and Regulations of the Park. Any purported assignment of the space or mobilehome will be void unless done per the terms of this Agreement. Any assignment of the space alone without the mobilehome situated thereon will be void and the space will revert to Park.

21. USE PROHIBITED: Resident shall not use or permit the demised Premises or any part thereof to be used for any purpose other than a personal and actual residence for the persons listed above. No other person may make his or her permanent residence at the Premises without the prior written consent of the Park. Such consent may be granted or withheld in the Park's sole discretion and depending upon availability of existing facilities to handle the number of permanent Residents in the Park.

Resident Initials

22. FIXTURES: All fixtures including but not limited to plants, shrubs, and trees planted on the Premises as well as all structures including fences embedded in the ground, black top or concrete, shall become the property of the Park and shall not be removed by the Resident without prior written consent of the Park. However, subject to Park's responsibilities under Civil Code Section 798.37.5, Resident, at Resident's sole expense, shall maintain, replace, remove or repair as needed all such plants, shrubs, trees and structures and damage caused by such structures during the term of the tenancy, whether or not such item was planted or installed by Resident or a prior Resident, or by Park.

23. HOLDING OVER AND NEGOTIATION OF NEW LEASE: Any holding over by the Resident at the expiration of the initial term hereof with the actual or implied consent of the Park, shall be deemed to be a month-to-month tenancy on the same terms and conditions of this Agreement, except that Park may increase rents without regard to the provisions of Paragraph 3 hereof. However, beginning no later than 60 days prior to expiration of the initial term of this Lease, both Park and Resident shall enter into good faith negotiations to attempt to reach an Agreement on a replacement lease and/or an extension or renewal of the terms of this Lease. In the event that Resident and Park are unable to successfully negotiate a replacement lease and/or renewal or extension of this Lease on or before May 31, 2023, then Resident's tenancy shall be continued on a holdover basis as described herein.

24. RENEWAL OF THIS AGREEMENT: This Agreement can be extended only upon the written Agreement of the Park and Resident.

25. SERVICE OF NOTICES: Resident understands that any notice terminating his tenancy must be given to him in writing in the manner described by Section 1162 of the California Code of Civil Procedures. However, as additional consideration of the execution of this Agreement, Resident agrees that any service of any other notice upon him, including but not limited to, a notice of rent increases, notice of non-compliance with Park rules and regulations, notice of termination of this Agreement and notice of any meeting to discuss amendments to Park rules and regulations, standards for maintenance and physical improvements in the Park, etc., will have been duly and validly affected if a notice is mailed to the Resident at his address in the Park via first class United States mail, postage prepaid.

26. WAIVER: The waiver by Park of or the failure of Park to take action in any respect by any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent by Park shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this covenant other than the failure of Resident to pay the particular rent so accepted, regardless of Park's knowledge of such preceding breach at the time of accepting such rent and whether or not the breach is continuing in nature.

27. WAIVER OF LIABILITY: The Park shall not be liable to Resident or his or her family for any damage by or from any act or negligence of any Residents or their guests, or by any Owner or occupant of adjoining or contiguous mobilehomes. Residents shall pay for all damage to the Park and space, as well as all damages to other Residents, their guests and families thereof caused by the Resident or his or her families' or guests' negligence or misuse of the Park.

28. INSPECTION OF PREMISES AND APPROVAL:

A. By signing this Agreement Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect to be as represented by Park to Resident, whether orally or in writing, and completely satisfactory to Resident.

B. If at any time Resident believes that there exists a deficiency in the maintenance, repair, or upkeep of the common areas or utility systems of the Park, Resident agrees to notify Park, as soon as reasonably practicable, in writing, of the specific nature of such deficiency, and to request that such deficiency be remedied. For purposes of this Agreement, "common areas or utility systems" shall be defined as those items for which Park is responsible for maintenance as specified in California Civil Code

Section 798.15(d) including, but not limited to, the items listed in Paragraph 5, above, and the utility systems up to and including the utility pedestal on Resident's space.

C. Upon receipt of the written notice specified in Paragraph 28 (b), above, Park shall have 45 days to investigate same and, if necessary, remedy the deficiency. On or before the expiration of said 45 day period, Park shall notify Resident, in writing, of the results of its investigation and the status of any remedial work done or to be done.

29. SUBORDINATION AND ATTORNMENT.

A. This Agreement, and any leasehold interest which may be created by it, shall be subordinate to any encumbrance, restriction or declaration of record before or after the date of this Agreement affecting the Park, the Common Areas, recreational facilities or other facilities of the Park, or the Premises rented to Resident. Such subordination is effective without any further act of Resident; however, Resident agrees, upon request by Owner, to promptly execute and deliver any documents or instruments which may be required by any lender to effectuate any subordination, including reasonable modifications to this Agreement, provided they do not increase the obligations of Resident or materially adversely affect the interests of Resident herein. If Resident fails to execute and deliver any such documents or instruments, Resident hereby irrevocably constitutes and appoints Owner as Resident's special attorney-in-fact to execute and deliver any such documents or instruments.

B. Upon any assignment, transfer or sale of the Real Property on which the Park is located to any current or future lender with an encumbrance on the Park property or new transferee/Owner (collectively "Transferee"), Owner has the sole right, but not the obligation, to demand that the Resident attorn Resident's interest in the Premises and the Park to such Transferee.

30. NO THIRD-PARTY RIGHTS: Except as to the Owner, Resident and Residents, nothing in this Agreement, express or implied, is intended to confer and it does not confer, any rights, privileges or remedies upon any person or entity including, without limitation, any corporation or unincorporated association. No rights under this Agreement or any rights that may arise as a result of this Agreement shall be assigned, whether for financing or otherwise, except as provided in the paragraphs entitled "ASSUMPTION OF AGREEMENT" and "SUBORDINATION AND ATTORNMENT" and any other attempted assignment and/or transfer of rights shall be deemed void and unenforceable and shall convey no rights whatsoever. Resident also agrees that Resident is not a third-party beneficiary of any other Agreement between Owner and any other Resident in this Park.

31. EMINENT DOMAIN: If the entire Park, or a portion thereof so that, in Owner's sole opinion, the balance remaining is not suitable for or desired to be used for a mobilehome park, is taken under the power of eminent domain, or is sold by Owner to any authority having the power of eminent domain, whether or not under threat of condemnation or while condemnation proceedings are pending, then this Agreement shall automatically terminate as of the date the authority having the power or eminent domain takes possession. Any award for any taking of all, or any part, of the Park under the power of eminent domain shall be the property of Owner, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee or the taking of any interest Resident may have had due to this Agreement or Resident's tenancy in the Park. Nothing contained herein, however, shall be deemed to preclude Resident from obtaining any award for loss of or damage to Resident's removable personal property, or to give Owner any interest in such award.

32. ATTORNEYS' FEES AND COURT COSTS: If an action at law or equity shall be brought to recover any rent or any utilities due under this Agreement or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement or the rules attached hereto for the recovery of possession of the demised Premises, the prevailing parties shall be entitled to recover from the other as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and made a part of any judgment or decree rendered and the Park shall be entitled to

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receive as court costs the cost of the service of any notice required to be served upon the Resident in relationship to the legal action.

33. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

34. INVALIDITY OF PROVISIONS.

A. Certain terms and provisions of this Agreement and other documents referred to in this Agreement refer to, restate or summarize provisions of the MOBILEHOME RESIDENCY LAW and other applicable laws. In every instance it is intended that these references, restatements and summaries will accurately reflect the law and correctly set forth Resident's and Owner's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of this Agreement and the other documents used by the Park. If any of the provisions of this Agreement or the other documents used by the Park fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect the Owner's and Resident's rights, liabilities, duties and obligations under the provisions of the MOBILEHOME RESIDENCY LAW and all other applicable laws. Resident agrees to promptly notify Owner in writing of any instance where Resident believes that any of the provisions of this Agreement or the other documents used by the Park fail to meet the above criteria.

B. If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law. Owner has the right, but not the obligation, to excise any provision herein to the extent, and during the period which, such provision is deemed illegal or unenforceable by any court of competent jurisdiction.

C. In the event that any material portion of the paragraphs in this Agreement regarding the term of tenancy or rent, utilities or incidental reasonable service charges are determined to be invalid or unenforceable, Resident agrees that Resident shall rent the Premises from Owner and shall have a tenancy for such Premises for a period of the lesser of five (5) years from the date of this Agreement or as a month-to-month tenancy, at an initial Base Rent equal to one hundred percent (100%) of the initial Basic and Additional Rent set forth in this Agreement, increased by five percent (5%) per annum.

D. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the Owner has the sole right, but not the obligation, to shorten the lease term of this Agreement as is determined by Owner at its sole discretion, to the shortest lease term as allowed under applicable law.

E. Owner has the right to excise any provision in this Agreement or amend this Agreement due to any action by (a) the California or federal legislature or (b) the California or federal courts invalidating or potentially invalidating any provision of this Agreement.


35. INDEMNIFICATION: Park shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of any Resident or any of the employees, guests, invitees, permittees or licensees of any Resident, or of any other person whomsoever, caused by any use of the Park or homesite, or by any defect in improvements erected thereon, or rising from any cause whatsoever, unless resulting from the negligence or willful act of Park. Resident acknowledges that Park is not a "security park". Park makes no representation that the Park is secure from theft or any other criminal act perpetrated by any Resident or other person.

36. CAPTIONS, ET AL.: The captions of the various articles and paragraphs of this Agreement are for convenience and ease of reference and do not define, limit, augment or describe the scope, content,

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or intent of this Agreement or any of its parts. Additionally, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter and masculine, and each includes a corporation, partnership or other legal entity when the context so requires and the singular number includes the plural whenever the context so requires.

37. RESIDENT'S ACKNOWLEDGMENT OF CIVIL CODE SECTION 798.17: Resident specifically acknowledges that he has been provided with at least thirty (30) days to accept or reject this Lease. Resident further acknowledges that he is aware that he may void this Agreement by notifying Park in writing within 72 hours of Resident's execution hereof, as permitted by California Civil Code Section 798.17. HOWEVER, BOTH PARK AND RESIDENT ACKNOWLEDGE THAT SHOULD ANY RESIDENT OF CABRILLO MOBILE HOME ESTATES ELECT TO RESCIND THIS AGREEMENT WITHIN THE 72 HOURS ALLOWED BY LAW, THEN THE ENTIRE SETTLEMENT AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN PARK AND ALL RESIDENTS RESOLVING THE RENT PETITION FILED BY PARK MAY ALSO BE DECLARED NULL AND VOID AND PARK MAY PROCEED WITH ITS RENT PETITION THROUGH THE CITY OF CAPITOLA RENT STABILIZATION PROCESS.


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38. ESTOPPEL CERTIFICATE: Within ten (10) days after written notice, Resident agrees to execute and deliver an Estoppel Certificate in the form submitted by Park, acknowledging that this Agreement is in full force and effect, specifying any modifications to the Agreement agreed to by Park and Resident and acknowledging whether or not Park is in compliance with its obligations hereunder. Failure of Resident to execute and return said Estoppel Certificate within ten (10) days after presentation of same to Resident shall be deemed Resident's acknowledgment that the Certificate as submitted by Park is true and correct and may be relied upon by any lender, purchaser, or other interested party.


39. MECHANIC'S LIENS: If any lien is placed upon the Leased Premises or any improvement thereon by reason of work undertaken by or at the request of Resident, Resident, within ten (10) days from recordation of said lien, shall cause the same to be discharged or released by posting of a bond. Resident shall defend and indemnify and hold Park harmless against all liability or claims arising out of any work or installation caused to be performed by Resident on the Leased Premises. In the event Resident fails to so act, Park may, but shall not be required to, pay all such sums as are required to cause the release of such lien and deliver to Resident written notification of such payment and Resident shall pay said sum to Park within five (5) days of receipt thereof.

40. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties. No promise, representation, warranty or covenant, whether written or oral, not included in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, a counsel of his own advisors, and the warranties, representations and covenants in the Agreement itself. Failure or refusal of either party to inspect the Premises or improvement, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspecting or advice. Additionally, in any interpretation of this Agreement, it shall be deemed that this Agreement and its exhibits were written by both parties. This Agreement can be amended only in writing by mutual Agreement of the parties, or by Park where allowed by law, including Civil Code Section 827.

Resident


41. COUNTERPARTS: This Agreement may be executed in several counterparts each of which shall be deemed an original.

42. JOINT AND SEVERAL LIABILITY: If Resident is more than one person, each person shall be jointly and severally liable for the performance of Resident's obligations under this Agreement.

Resident Initials


43. VOLUNTARY EXECUTION: Resident and each of them acknowledge that they have read, understood and received copies of this Agreement and all attachments hereto and agree to be bound by its terms and conditions.

44. MEGAN'S LAW NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

45. ACKNOWLEDGMENT.

A. Resident acknowledges that, if Resident at the time of the offering of this Agreement is an existing Resident, then:

(1) Owner has offered Resident the option of: a month-to-month rental Agreement, a rental Agreement having a term of twelve (12) months, or a rental Agreement having a term which is longer than a month-to-month tenancy but less than twelve (12) months.

(2) Resident may elect to accept any one of the three (3) options set forth in subparagraph (1) above, and that this election is solely at Resident's option.

(3) Owner has offered Resident the option of a lease Agreement with a term of five or twelve years, but has chosen to elect a twelve (12) year term as set forth in paragraph 2 above.

B. Even though Resident has the options set forth in subparagraphs A (1) and A (3) above, Resident has voluntarily elected the term of tenancy set forth in paragraph 2 above.

C. Except for the provisions relating to extensions and renewals, the terms, conditions and rental charges during the first twelve (12) months of this Agreement are the same as those offered in the rental Agreements set forth in Paragraph A above.

D. After submitting this Agreement to Resident, Owner has given Resident thirty (30) days to accept or reject this Agreement.

E. Within seventy-two (72) hours from executing this Agreement, Resident may cancel this Agreement by delivering to Owner a written statement stating Resident's election to cancel this Agreement

Resident's Initials

F. Resident acknowledges and agrees that, pursuant to Civil Code § 798.18(b), this Agreement contains the same terms and conditions with respect to charges for rent, utilities, or incidental reasonable service charges for the first twelve (12) months of this Agreement as are contained in the rental Agreement offered to Residents for a term of twelve (12) months or less, including a month-to-month term

Resident's Initials

G. Any claim, demand, right or defense of any kind by Resident which is based upon or arises in connection with this Agreement or the negotiations prior to its execution, shall be barred unless Resident commences a lawsuit or other form of alternative dispute resolution thereon, or interposes in a legal proceeding a defense by reason thereof, within one (1) year as may be extended by Civil Code § 798.84, after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

H. Notwithstanding anything set forth herein to the contrary, in the event that Owner elects to subdivide the Park to provide for the conversion to a subdivision, cooperative or condominium,

Resident Initials

Resident agrees that Resident shall execute a petition indicating Resident's support or non support for conversion of the Park to Resident Ownership in accordance with Government Code §§ 66410 and 66428.1, et seq., as such statutes may be amended from time to time.

I. Resident agrees and acknowledges that Owner has the right to adjust the lot lines of Resident's Premises as permitted by law.

46. NO ENFORCEABLE AGREEMENT UNTIL EXECUTION BY PARK.

Notwithstanding any other provision of this Agreement, this Agreement will not be enforceable unless and until it has been executed by the Owner's authorized agent.

IN WITNESS WHEREOF, Park and Resident have executed this Agreement as of the day and year written below, further acknowledging and agreeing that all blank spaces have been completely filled in prior to such execution.

Executed this [redacted] day, of [redacted], 20[redacted], at [redacted], California.

Resident
Print Name: [redacted]

Resident
Print Name: [redacted]

[redacted] ESTATES

Resident
Print Name: _____

By [redacted]
Owner

Resident Initials
[redacted]

