

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and executed this ____ day of _____, 20____, by and between B.V. Mobile Home Estates, Ltd., a California limited partnership with its principal place of business at 7575 West Washington Avenue, #127-109, Las Vegas, NV 89128 ("Owner"), and _____, jointly and severally ("Resident").

1. **Leased Premises.** Owner hereby leases to Resident, and Resident hereby leases from Owner, that certain Space _____ ("Space"), situated in Rancho Buena Vista Mobile Estates ("Park").

2. **Term.** The initial term of this Lease shall be _____ (____) years, commencing _____, 20____, and terminating December 31, 2029. In the event that the term of this Lease commences on any day other than the first day of the month, the rent for the partial month shall be prorated on the basis of a thirty (30) day month, and the prorated amount shall be paid promptly by Resident to Owner.

3. **Rent and Security Deposit.**

Minimum Guaranteed Monthly Rent. Resident shall pay to Owner as rent, without deduction, setoff, prior notice or demand, the sum of \$_____ ("Minimum Guaranteed Monthly Rent"). Said Minimum Guaranteed Monthly Rent shall be due and payable on the first day of each month of the Lease term.

The Minimum Guaranteed Monthly Rent shall be adjusted on each anniversary of the Lease according to the following formula: The adjustment shall be calculated based on the "United States Bureau of Labor Statistics Cost of Living Index for All Urban Consumers," as published for the Los Angeles-Long Beach-Anaheim area index ("Index"). The Index for August 2020 shall be compared with the Index for August 2019, and if the former changed as compared with the latter, the Minimum Guaranteed Monthly Rent shall be adjusted effective January 1, 2021 in direct proportion to the change in the Index ("Adjusted Minimum Guaranteed Monthly Rent"). The Adjusted Minimum Guaranteed Monthly Rent shall be subject to adjustment each January 1 during the term of the Lease, if the Index for August five (5) months earlier changed as compared with the Index for August seventeen (17) months earlier, provided that the annual adjustment shall be no less than two and a half percent (2.5%) of the previous rent, and no more than seven percent (7.0%) of the previous rent. Under no circumstances shall the Minimum Guaranteed Monthly Rent or the Adjusted Minimum Guaranteed Monthly Rent be decreased. Owner's failure to notify Resident in a timely manner of an adjustment to the Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent shall not preclude Owner from notifying Resident thereof at a later date and collecting the increase in the rent from the date of the adjustment to the date of the notice to Resident. All rent shall be paid at the Park office, or such other place as Owner may designate in writing.

An additional adjustment shall be made each January 1 during the term of the Lease, to reflect 1/12 of 1/209 of any government mandated or non-government mandated capital expenditures assessed against or applicable to the Park or the Space, including, but not limited to, any increase in real estate taxes in excess of two percent (2.0%) over the prior year's real estate taxes, all government mandated capital expenditures, capital expenditures required by the Park's insurance company and/or lender, capital expenditures over Ten Thousand Dollars (\$10,000.00) that are not government mandated but are approved by the residents, and capital expenditures equal to or under Ten Thousand Dollars (\$10,000.00) that are not government mandated, whether approved by the residents or not.

The adjustment for any tax increase may be made retroactive to the previous July 1. As additional monthly rent, Resident shall compensate Owner for the annual depreciation of any government mandated capital expenditure, plus a nine percent (9.0%) rate of return on funds expended thereon, calculated as 1/12 of 1/209 of the total of the depreciation and the return. The depreciation shall be calculated using a straight line method of depreciation as determined by Owner's accountant.

Capital expenditures shall be characterized by Owner's accountant in accordance with sound accounting principles and the *Internal Revenue Code*, and shall not include items of repair or maintenance. "Capital Expenditure" means any capital outlay or project with a useful life of at least one (1) year that provides a betterment or addition to the Park, including the replacement of a component part of an asset by an improved or superior asset resulting in a more productive, efficient and longer-lived property. "Betterment" is considered capital outlay when it is "significant," i.e., generally twenty percent (20.0%) or greater of the market value of the component part of the asset. "Maintenance" means any expenditure for repair or alteration to a facility, which neither materially adds to the value of the facility, nor appreciably prolongs its life. Maintenance expenses shall not be passed through or charged back to Resident.

Those Capital Expenditures deemed necessary by Owner that are not mandated by a governmental agency and cost over Ten Thousand Dollars (\$10,000.00) shall only have the balance over Ten Thousand Dollars (\$10,000.00) charged back to Resident if the Capital Expenditure was approved by a majority vote of the residents (one vote per space) before it was charged back. Should a majority of the residents not approve a Capital Expenditure costing over Ten Thousand Dollars (\$10,000.00), Resident shall pay as additional monthly rent during the useful life of the Capital Expenditure an amount equal to 1/12 of 1/209 of the first Ten Thousand Dollars (\$10,000.00) of the cost of the Capital Expenditure's annual depreciation, calculated using a straight line method of depreciation as determined by Owner's accountant. Except for Capital Expenditures approved by a majority of the residents, only one (1) non-government mandated Capital Expenditure may be passed through to the residents in any calendar year.

As used herein, "real estate tax" shall include, but not be limited to, all assessments, whether regular or special, and all other items, including, but not limited

to, sewer charges reflected on a real estate tax bill, or similar bill, prepared by the Santa Barbara County Tax Assessor.

By way of example only, if the Park's property taxes are increased by the lesser of ten percent (10.0%) or Five Thousand Dollars (\$5,000.00) per year, and Owner has made a government mandated Capital Expenditure costing Twenty Thousand Dollars (\$20,000.00) with a five (5) year depreciable life, and there are two hundred and nine (209) spaces in the Park as of the adjustment date, the adjustment would be computed as follows:

Taxes

Previous year's taxes	\$50,000.00
Increase	\$5,000.00
Less Owner's portion (2.0%)	<u>(\$1,000.00)</u>

Resident's Share $(\$4,000.00/12)/209 = \1.59 ,
rounded to \$2.00 per month per space¹

The adjustment would be applied retroactively to the previous July 1. Note that the basis for computation of the adjustment based upon any increase in the following year's taxes would be Fifty-Five Thousand Dollars (\$55,000.00). The following year's adjustment would be added to the current year's adjustment.

Capital Expenditure

\$20,000 for 5 years @ 9.0% rate of return = approximately \$415.00 per month/209 spaces = \$1.98, rounded to \$2.00 per month per space.

In addition to the Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent, Resident shall pay vehicle and recreational vehicle storage charges by separate agreement, if facilities for such storage are provided by Owner.

4. Utilities. Resident is responsible for any and all costs associated with all utilities, including natural gas, electricity, trash, sewer and water. Owner will bill Resident for natural gas and electricity. Resident shall contract with and pay directly to the City of Santa Maria, (805) 925-0951, Extension 217, the costs of trash, sewer and water, and shall contract with and pay directly to the applicable providers the costs of all other utilities required by Resident. If Resident fails to pay any utility costs and such failure results in a lien being placed on Owner's property, the amount owing shall be added to Resident's monthly statement, as additional monthly rent, and shall be paid by Resident upon receipt thereof. Resident shall contact the appropriate providers to

¹ Resident's shares in this example, and the other examples in this Lease, are rounded to the nearest dollar.

commence service. Owner shall not be liable for, and Resident shall not be entitled to, any abatement or reduction of rent by reason of any failure to furnish any of the foregoing utilities, when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disputes of any nature, any *force majeure*, or by any other cause, similar or dissimilar, beyond the reasonable control of Owner. Owner shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to any failure to furnish any of the foregoing utilities, with the exception of willful misconduct or gross negligence of Owner. Resident shall not connect, except through existing electrical outlets, natural gas or water pipes on the Space, any apparatus or device for the purpose of using electricity, natural gas or water.

5. Maintenance. Resident shall keep and maintain the Space, and every part thereof, in first class repair and condition. The Park may charge a reasonable fee, which shall be additional monthly rent, for services relating to the maintenance of the Space in the event that Resident fails to maintain it in accordance with the Park's Architectural Standards and/or Community Guidelines. The Park may charge the fee only after it has notified Resident in writing of such failure and Resident has not complied within fourteen (14) days. The written notice shall state the specific condition to be corrected, and an estimate of the fee to be charged if Resident does not correct the condition and the Park or its agents do so.

6. Late Charges. Resident acknowledges that late payment by Resident to Owner of the Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent will cause Owner to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges and the late charges that may be imposed on Owner by the terms of any encumbrance and/or note secured by any encumbrance covering the Space. Therefore, if any payment due from Resident is not received by Owner within five (5) days of its due date, Resident shall pay to Owner an additional sum of ten percent (10.0%) of the overdue payment as a late charge, which shall be additional monthly rent. Owner shall make every effort to ensure that statements are available on or before the twenty-fifth (25th) of each month, and it shall provide them as soon as possible thereafter if they are delayed due to events beyond Owner's control. The parties agree that this late charge represents a fair and reasonable estimate of the costs Owner will incur by reason of late payment by Resident, and that acceptance of any late payment or late charge shall not constitute a waiver of Resident's default with respect to the overdue amount, nor prevent Owner from exercising any of the other rights and remedies available to Owner. Additionally, there will be a Thirty-Five Dollar (\$35.00) handling charge for all checks dishonored by Resident's bank for any reason.

7. Default and Owner's Remedies. Resident shall be in default and in breach of this Lease if Resident does not pay the monthly rent when the same becomes due, or does not pay any other charge for which Resident is liable when the same becomes due, or if Resident fails to cure a breach of any other term of this Lease, including the documents incorporated herein, after receipt of notice from Owner of the

nature of the breach. Upon default, Owner shall have all remedies available under this Lease and the then-applicable California law. Such remedies include, but are not limited to, the filing of a complaint for unlawful detainer, which will go to trial within twenty (20) days of the Park's filing of a request to set for trial, and which will be followed by an eviction by the Sheriff's Department within five (5) days of entry of judgment and issuance of a writ of possession. Judgment will include all past due rent, utilities and other charges, holdover rent, utilities and other charges, and all of the Park's attorney's fees and costs. Once judgment is entered, Resident may not sell Resident's mobilehome in place, and will lose any equity Resident has in the mobilehome.

8. **Owner's Lien.** The Park may assert a lien on Resident's mobilehome, if any, pursuant to *Civil Code* Section 798.40, as it may be revised from time to time.

9. **Abandonment Prohibited.** Resident shall not abandon the Space at any time during the term of this Lease. Abandonment is defined as a failure to occupy the Space, and a failure to pay rent on the Space for at least sixty (60) days, without giving written notice to Owner of an intention not to occupy the Space for such a period. Should Resident abandon the Space, Resident shall not be relieved of any of the obligations under this Lease, including, but not limited to, the obligation to make timely rent payments.

10. **Owner's Right of Entry.** Resident shall permit Owner, or its authorized agents, to enter upon the Space for the purposes listed in *Civil Code* Section 798.26. To the extent possible, such entry shall not be in a manner or at a time that would unreasonably interfere with Resident's quiet enjoyment of the Space. Owner may enter Resident's mobilehome or enclosed accessory structure without Resident's prior written consent in case of an emergency or when Resident has abandoned the mobilehome or accessory structure.

11. **Age Restrictions and Prohibited Uses.** The Park is for seniors only. The age restrictions applicable to all residents are stated in the Park's Community Guidelines.

Resident shall not use or permit the Space, or any part thereof, to be used for any purpose other than a residence for the persons named herein, all of whom must comply with all duties and obligations imposed upon Resident hereunder respecting the use and occupancy of the Park and the Space. No other persons may reside at the Space without the prior written permission of Owner, which shall not be unreasonably withheld. Written permission is required from Owner for guests visiting longer than twenty (20) consecutive days or a total of thirty (30) days in a calendar year, and such guests may be charged a guest fee.

In order to comply with Department of Housing and Community Development requirements, Resident must provide the Park annually with a copy of the registration on Resident's mobilehome.

12. **Indemnification.** Resident hereby waives all claims against Owner for any damage or injury to Resident or Resident's property occurring on the Space or in the Park at any time arising by reason of any cause other than the gross negligence or willful misconduct of Owner or its employees. Resident hereby agrees to indemnify, defend, protect and hold Owner harmless from liability for Resident's failure to properly repair and maintain the mobilehome and the Space, or the negligence of Resident, any person residing with Resident, or Resident's guests. Resident shall pay immediately upon written demand from Owner for any damage to the Space or the Park caused by Resident, any person residing with Resident, or Resident's guests.

13. **Insurance.** Resident understands and hereby acknowledges that Owner does not provide insurance for damage to or loss of Resident's mobilehome, accessory structures, household goods, furnishings or other personal property. Resident must obtain such insurance in an amount equal to the value of those items, plus the value of Resident's vehicles. Such insurance shall include, but not be limited to, liability coverage of not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injury and property damage occurring on the Space as a result of the negligence of Resident, any person residing with Resident, or Resident's guests. Resident shall be solely liable for Resident's failure to maintain such insurance. Resident shall provide proof of such insurance to the Park annually.

14. **Attorney's Fees.** In the event of any dispute arising out of or in any way related to this Lease, including the interpretation or enforcement thereof, the prevailing party in such dispute shall be entitled to reimbursement for its actual attorneys' fees, if reasonable, and all other costs of such dispute actually and necessarily incurred, including fees and costs incurred.

15. **Waiver by Owner.** The waiver by Owner, or any failure of Owner to take action for breach of any term, covenant or condition in this Lease, shall not be deemed a waiver of such term, covenant or condition, or subsequent breach thereof, or any term, covenant or condition herein. The subsequent acceptance of rent by Owner shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition in the Lease, other than the failure of Resident to pay the particular rent so accepted, regardless of Owner's knowledge of such preceding breach at the time of accepting such rent.

16. **Holding Over.** Any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month at the monthly rental as adjusted in accordance with the terms of this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable. Notwithstanding the foregoing, the amount of rent due for such period of holding over may be altered in accordance with the terms of the Mobilehome Residency Law, *Civil Code* Section 798, *et seq.* ("Mobilehome Residency Law").

17. Sale and Subletting of Mobilehome. Resident may sell Resident's mobilehome at any time pursuant to the rights and obligations of Resident and Owner under California law. Resident must, however, give Owner sixty (60) days' written notice of Resident's intent to vacate his or her tenancy and allow his or her mobilehome to remain in the Park. One purpose of the notice is to enable the Park to schedule and perform an inspection upon sale pursuant to *Civil Code* Section 798.73.5. If a prospective buyer of the mobilehome intends for the mobilehome to remain in the Park, said prospective buyer must (1) complete an application for residency; (2) be approved for residency by Owner, including being in compliance with the Park's age restrictions, as stated at Paragraph 11 above and in the Park's Community Guidelines; (3) execute a lease agreement; and (4) execute and deliver to Owner copies of the then-effective Park documents, all of which are incorporated by reference as though fully set forth herein.

Upon any sale or transfer of Resident's mobilehome to any person other than an immediate family member, defined as Resident's parents or children, the Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent shall be increased by five percent (5.0%), provided that such sale or transfer occurs in excess of five (5) years after the most recent sale or transfer of Resident's mobilehome. The rent shall not be increased upon any transfer to Resident's immediate family members, but such persons must meet the residency requirements if they wish to reside in the Park, and the rent shall be increased when such persons sell the mobilehome to a person who is not an immediate family member. All other terms of the lease agreement between the Park and the buyer shall not differ substantially from the terms of this Lease.

Resident shall not sublease Resident's interest in this Lease or in the Space, except with permission from Owner as required by *Civil Code* Section 798.23.5. Any sublease without Owner's permission shall be voidable at Owner's option, and, at Owner's option, shall constitute a default under this Lease. Permission for one (1) sublease shall not constitute permission for other subleases. The Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent shall not be increased upon the commencement of a permitted sublease, unless an increase was otherwise scheduled to take place at such time.

18. Responsibility of Owner. In addition to the utilities specified above as provided by Owner, Resident shall enjoy for so long as this Lease shall remain in effect and Resident shall not be in default hereof, the non-exclusive use of the common areas of the Park, including, without limitation, all streets, drives and non-restricted parking areas, all recreational facilities, buildings, pools (except as prohibited by law), and all conveniences. Resident's use of all such services and facilities shall be limited and restricted as specified in this Lease and by the Community Guidelines as legally adopted from time to time. Except as otherwise provided herein, Owner agrees to provide and maintain these common areas in good working order and condition, and to continue such services and facilities without addition, alteration, depletion of services, equipment or physical improvements for the period of Resident's occupancy of the

Space, except to the extent that Owner is prevented from doing so by good cause, accident, breakage, repairs, strikes, lockouts or other labor disturbances of any nature, *force majeure*, or by any other cause, similar or dissimilar, beyond the reasonable control of Owner. Owner may, however, during the period of Resident's occupancy of the Space, add to, alter or delete any service, equipment or physical improvement; amend, modify or delete any rule or regulation; or change the standards for the maintenance of any service or facility, for any reason, after having provided all residents with ten (10) days' written notice of the opportunity to meet and confer with Owner, either individually, with duly elected representatives, or collectively, at Owner's option, regarding any such addition, alteration, deletion, amendment, modification or change.

19. Notice of Changes to Community Guidelines, Architectural Standards and Maintenance Standards. The Community Guidelines, Architectural Standards and maintenance standards regarding physical improvements in the Park, together with services in the Park (including utilities, equipment and physical improvements), may be changed from time to time as provided by the Mobilehome Residency Law. Management shall meet and consult with the residents upon written request, either individually, with duly elected representatives, or collectively, on the following matters: (a) amendments to Community Guidelines; (b) maintenance standards regarding physical improvements in the Park; and (c) additions to or alterations or deletions of services, equipment, or physical improvements. Any collective meeting shall be conducted only after notice thereof has been given to all requesting residents ten (10) days prior to the date set for the meeting.

20. Subordination. This Lease is subordinated to all current encumbrances on the Park, and at the option of a lender or proposed lender of Owner, it shall be subordinated to future encumbrances placed on the Park by Owner. Resident agrees to execute any instrument or document necessary to effect any such subordination within forty-eight (48) hours of request by Owner.

21. Transfer of Owner's Interest. In the event that Owner transfers its interest in the Park, or any portion thereof, Owner shall be relieved of any obligations hereunder accruing after the date of such transfer, and such obligations shall be assumed by the transferee, provided that Owner shall not transfer said interest unless the transferee is reasonably capable of discharging Owner's obligations hereunder.

22. Management of the Park. Owner shall be represented by management and/or its other authorized agents, who shall be vested with all legal right and authority to act on behalf of Owner, and to enforce on behalf of Owner this Lease and the documents incorporated into the Lease, unless said right and authority have been specifically reserved to Owner. Management and/or Owner's other authorized agents' decisions shall be final. The term "management," as used in the Lease and the documents incorporated into the Lease, shall mean Owner, the Park manager(s), and/or Owner's other authorized agents.

23. Incorporated Documents. The following documents, as they may be amended from time to time, are incorporated herein by this reference, and Resident acknowledges receipt of copies thereof:

A. The current Mobilehome Residency Law, a copy of which is attached hereto as Exhibit "A";

B. The Park's current Community Guidelines, a copy of which is attached hereto as Exhibit "B";

C. The Park's current Swimming Pool Agreement, a copy of which is attached hereto as Exhibit "C";

D. The Park's current Architectural Standards, a copy of which is attached hereto as Exhibit "D";

E. The Park's current Parking Agreement, a copy of which is attached hereto as Exhibit "E";

F. The Park's current Pet Rules and Regulations (where applicable), a copy of which is attached hereto as Exhibit "F";

G. The Park's current Recreational Vehicle Storage Agreement (where applicable), a copy of which is attached hereto as Exhibit "G"; and

H. The Park's current Dispute Resolution Agreement (where applicable), a copy of which is attached hereto as Exhibit "H."

I. The document entitled "Important Notice to All Manufactured Home/Mobilehome Owners," required by *Civil Code* Section 798.15(i), a copy of which is attached hereto as Exhibit "I";

J. The document entitled "Information for Prospective Homeowners," required by *Civil Code* Section 798.74.5, a copy of which is attached hereto as Exhibit "J"; and

K. The document entitled "Mobilehome Park Rental Agreement Disclosure Form," required by *Civil Code* Section 798.75.5, a copy of which is attached hereto as Exhibit "K".

In addition to the foregoing, the use of the clubhouse, recreational and other Park facilities is conditioned upon compliance with the rules and regulations posted in and around said facilities, as said rules and regulations may be amended from time to time, and said rules and regulations are incorporated herein by this reference.

24. Megan's Law Notice. The following notice is provided for Resident's information, and must be provided in all residential rental agreements:

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

The law further provides that based on this notification, the Park, the seller of the mobilehome, and the real estate broker(s), are not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders. The information in the notice is deemed to be adequate to inform the prospective purchaser of the mobilehome about the existence of a statewide database of the locations of registered sex offenders and information from the database regarding those locations. The information in the notice will not give rise to any cause of action against the disclosing party by a registered sex offender.

25. Inspection of Premises. By signing this Lease, Resident acknowledges that Resident has carefully inspected the Space and all of the Park's facilities, has found them to be in good and sanitary order, condition and repair as represented by Park to Resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, agrees to accept them as they are.

26. Miscellaneous Provisions.

A. Time of Essence: Time is of the essence in this Lease.

B. Captions: The captions to the various paragraphs and subparagraphs of this Lease are for convenience and ease of reference only, and do not define or limit the scope, content or intent of this Lease.

C. Severability: If any particular part of this Lease should be determined to be invalid, unenforceable or otherwise illegal, such part shall be severed therefrom, and the remaining clauses and parts thereof shall remain in full force and effect.

D. Notices: All notices and demands required to be given hereunder shall be deemed, unless the law provides otherwise, to be received upon the earlier of (i) delivery to the person to be notified; or (ii) two (2) days after being deposited in the United States mail with postage prepaid and addressed to the party to be notified at the last address on file with the party giving notice.

E. Zoning and Land Lease: The zoning of the Park is PDRMH, the Park operates under a planned development permit that does not have an expiration

date, and Owner's interest in the Park is as a lessee pursuant to a land lease that will not expire until 2086 if all options to extend are exercised.

27. Information Regarding Mobilehome and Legal Owner Thereof.

Resident understands that Owner is entitled to know the legal owner of Resident's mobilehome, if other than Resident, and that Owner is required by law to send copies of certain notices to the legal owner, so Resident hereby provides that information:

Name: _____

Address: _____

In addition, Resident understands that Owner is entitled to know the manufacturer, model, year of manufacture and decal number of the mobilehome, so Resident hereby provides that information:

Manufacturer: _____

Model: _____

Year of Manufacture: _____

Decal Number: _____

Resident agrees to update the foregoing information in the event that it changes during the term of this Lease.

28. Acknowledgments. Owner and Resident agree that this Lease, and the documents incorporated herein, contain the entire agreement between the parties. All prior negotiations or agreements that preceded or accompanied the execution of this Lease are conclusively deemed to have been superseded. This Lease may be altered only by written agreement of Owner and Resident, or by operation of law. Resident acknowledges that Resident has received, read and understood copies of this Lease, and the exhibits hereto, including a copy of the current Mobilehome Residency Law, and agrees to be bound by their terms.

Resident also acknowledges that Resident had at least thirty (30) days from the date this Lease was first offered to Resident to accept or reject it.

Finally, Resident acknowledges that Resident had seventy-two (72) hours after signing this Lease and returning it to management to notify management in writing that Resident wished to void the Lease, and that Resident did not provide any such notification.

The parties hereto have executed this Lease Agreement as of the date first noted above.

RESIDENT:

OWNER:

B.V. MOBILE HOME ESTATES, LTD.,
a California limited partnership

By: _____

By: _____

By: _____

By: _____

By: _____

**OTHER PERSONS WHO WILL OCCUPY THE
SPACE:**

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Amendment") is made and effective as of _____, by and between B.V. Mobile Home Estates, Ltd., a California limited partnership ("Owner"), and _____ ("Resident"), with reference to the following facts:

RECITALS

A. Owner and the Lease Committee engaged in extended discussions and negotiations regarding the terms of the Lease Agreement ("Lease") for Rancho Buena Vista Mobile Estates ("Park"). At the same time, owners of several mobile home parks in Santa Maria, residents of several mobile home parks in Santa Maria, and representatives of the City of Santa Maria, engaged in extended discussions and negotiations regarding the terms of a Model Lease to be offered to residents of mobile home parks in Santa Maria.

B. As a result of the above-referenced discussions and negotiations, and as a voluntary concession to the residents of the park, Owner has decided to amend the CPI index used to calculate rent increases under the Lease.

C. Resident either signed the Lease before signing this Amendment or is signing this Amendment at the same time as signing the Lease. This Amendment applies to both situations.

D. The parties now desire to amend the Lease on the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, Owner and Resident agree as follows:

AGREEMENT

1. Rent and Security Deposit. That portion of Line 4 of the second subparagraph of Paragraph 3 of the Lease that reads "as published for the Los-Angeles-Long Beach-Anaheim area index" is hereby amended to read "as published for the B and C Class of City for the Western States Index".

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2. No Other Amendments. The Lease shall remain in full force and effect except as amended by this Amendment.

IN WITNESS WHEREOF, Owner and Resident have executed this Amendment effective as of the date first above written.

RESIDENT:

OWNER:

B.V. MOBILE HOME ESTATES, LTD.,
a California limited partnership

By: _____

By: _____

By: _____

By: _____

By: _____