

Oregon Cascade RV Co-op
A Seniors RV Park

MASTER LEASE AGREEMENT
(Amended and Restated)

This Amended and Restated Master Lease Agreement is made and entered into this ___ day of _____, in the year of _____, by and between OREGON CASCADE RV CO-OP, an Oregon nonprofit, mutual benefit Cooperative Corporation, located at 56640 McKenzie Highway, McKenzie Bridge Oregon, 97413, herein referred to as "Association," and

_____ of
Name of Lessee(s)

Contact Address

herein referred to as "Member."

RECITALS

WHEREAS, the Association is the owner of that certain real property in Lane County, Oregon, commonly known as 56640 McKenzie Highway, McKenzie Bridge, Oregon 97413, more particularly described in Exhibit "A" attached hereto and incorporated by reference. (Hereafter "Property.")

WHEREAS, between July 1, 1990 and November 18, 1992, the Association entered into a Master Lease Agreement pertaining to a Membership Interest in the Association and a Leasehold Interest in Space # _____ of the property, which Membership is and was appurtenant to the Leased Space;

WHEREAS, since its inception, the Master Lease Agreement pertaining to Space # _____ has been amended and restated

WHEREAS, simultaneous with the execution of this agreement, the Member has purchased a Membership in the Association and acquired the Leasehold interest in Space # _____ of the property. A copy of the sale of Membership/Lot Transfer agreement is attached hereto as Exhibit "B" and incorporated by reference.

WHEREAS, the parties desire to amend and restate the Master Lease Agreement as previously amended and restated in its entirety pursuant to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other valuable considerations, the receipt of which are hereby acknowledged, the parties agree to amend restate the Master Lease Agreement in its entirety as follows:

1. Recitals: The recitals as set forth herein above are hereby made a part of this agreement as though fully set forth herein.
2. Bylaws: The parties hereby acknowledge the Member has received and reviewed a copy of the current Bylaws of the Association, specific reference thereto being made hereby. For the purposes of this agreement, all definitions set forth in the Bylaws (Article 2) shall have the same meaning, and shall apply to all the same words and phrases set forth in this agreement.
3. Lease of Property: The Association hereby Leases to the Member and Member hereby Leases from the Association, subject to the terms and conditions of this Lease agreement, Space _____, of that real property as described in Exhibit "A", as outlined in that map attached hereto as Exhibit "C" and incorporated by reference, together with the non-exclusive use and enjoyment of all the facilities and improvements located on the property ("Common Areas") other than the other spaces in the property designated to other "Members." The Leased property described above shall be referred to as "Leased Premises."
4. Duration: It is acknowledged that pursuant to the terms of the Master Lease Agreement now in effect the current term shall expire on _____, 20____. Thereafter the Lease as amended and restated herein shall be automatically renewed for successive periods of five (5) years unless terminated by agreement of the parties, or by operation of the agreement or the Bylaws of the Association, as amended, or in the event of dissolution of the Association, pursuant to the Articles of Incorporation, as amended, or the Bylaws, as amended, as applicable. The terms for any renewal period shall be the same as set forth in this agreement. The Member shall be entitled to possession of the "Leased Premises" as of the commencement date hereof and such possession shall continue so long as the Member is not in default of this agreement.
5. Rent: The rent payable by the Member to the Association for the Leased premises shall be that sum equal to all Annual Assessments, Capital Improvement Assessments, Reconstruction Assessments and Special Assessments charged to the Member by the Association pursuant to the Bylaws. Assessments shall be collected at such times and in such a manner as set forth in the Bylaws. Payment of such Assessments as charged by the Association pursuant to the Bylaws shall be deemed payment of rent (and not in addition thereto). The parties acknowledge that the rent (Assessments) may increase annually pursuant to the terms and provisions of the Bylaws. The Member hereby agrees that so long as notice of such increase in assessments is received pursuant to the terms of the Bylaws, all other notice requirements concerning an increase in the rent are hereby waived.
6. Membership: It is acknowledged by the parties that appurtenant to the Lease of a space of the Property is a Membership in the Association. Member acknowledges receipt of a Membership Certificate appurtenant to the Leased Premises. The Association hereby consents and approves the Member as a Member of the Association, granting to the Member all of the rights associated therewith pursuant to the Bylaws of the Association.
7. Abatement of Rent: It is acknowledged by the parties that any damage or destruction to any portion of the Leased Premises shall not automatically act to abate or reduce any rents or assessments payable by the Member under this agreement. Any reduction of

abatement in the rent or assessment shall be solely determined by the Board of Directors or Members of the Association pursuant to the Bylaws.

8. Assignment and Subletting: The parties acknowledge that the Leasehold interest granted hereunder may not be transferred separately without the Membership which is appurtenant thereto. Notwithstanding this and Article 4.2 of the Bylaws, the Member may not assign or sub Lease his or her rights under this agreement.
9. Member's Quiet Enjoyment: The Member, upon paying Assessments and performing the covenants and complying with the conditions to be performed by the Member hereunder, shall, at all times during the term of the Lease, have the right to exclusive occupancy and enjoyment of the space and the non-exclusive use of the Common Areas referred to herein above.
10. Rules and Regulations: Member agrees to comply with and abide by the Rules and Regulations of the Association as set forth in Exhibit "D" attached hereto and incorporated by reference. In addition, the Member agrees to comply with and abide by any subsequent Rules and Regulations, installed by the Association pursuant to the Bylaws, during the term of this Lease.
11. Indemnification: Member agrees to pay all damages caused by negligence or intentional acts of the Member or the Member's agents, guest, visitors or pets and further agrees to indemnify and hold the Association harmless from any liability arising from such negligence or intentional acts, including, but not limited to any damage, costs, losses, legal expense and attorney fees incurred by the Association as a result thereof.
12. Utilities: All utilities, including water, electricity, cable TV, garbage and other services provided to the Leased Premises shall be paid in accordance with those provisions set forth in the "Utility Plan" attached hereto as Exhibit "E" and incorporated by reference.
13. Maintenance and Repairs: The responsibility for all maintenance and repairs to the Leased Premises and payment therefore shall be performed by the respective parties as established in the Bylaws, the Architectural Review Committee Rules and the Rules and Regulations of the Association.
14. Default and Remedies: In the event of any default by other parties to the agreement, the provisions of the Bylaws shall apply. In the event of default by the Member, the Association shall have the right to terminate this Lease and to take possession of the Leased Premises so long as the Association has performed all of its obligations as required under the Bylaws and the laws of the State of Oregon.
15. Application of Bylaws: The parties fully acknowledge and agree the Bylaws of the Association as referenced to herein above shall fully apply to the terms of this Lease agreement. The failure of either party to comply with or abide by the terms of the Bylaws shall be deemed a default of this agreement.
16. Application of the State Law: The parties acknowledge that, as a Lease agreement, this agreement is subject to certain laws and statutes as set forth in the Oregon Revised Statutes. The parties agree that all such applicable laws, including those pertaining to the Lease of mobile home spaces, shall be fully applicable to this Lease agreement. All such applicable laws and regulations shall be incorporated by reference, and deemed a part of this agreement. Any reference in said laws to a minimum amount of time for notices or actions by the parties shall be construed for the purpose of this agreement as the actual amount of time required for such notices or actions.

17. Severability: In the event any portion of this agreement is deemed contrary to law by any court competent jurisdiction, then that portion shall be stricken from the agreement, but all other terms of this agreement shall remain fully enforceable by the parties hereto.
18. Waiver: No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other term or subsequent breach of the same or any other covenant, term or condition itself or of this non-waiver clause.
19. Successor's Interest: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties hereto.
20. Dispute Resolution: In the event of any dispute between the parties arising out of this agreement, they shall first agree to negotiate, in good faith, a satisfactory resolution to the dispute; if the parties are unable to resolve the dispute, or a party refuses to negotiate; then the parties agree as follows:

The parties agree that in the event of a dispute that is not resolved as set forth above, they shall attempt to mediate the dispute before a professional mediator, attorney or such other person as may be mutually agreed upon by the parties. Mediation shall occur within thirty (30) days on the date of written notice from either party to the other requesting mediation and proposing the name or names of mediators.

In the event that the dispute is not resolved by mediation, or either party refuses to participate in mediation, then the parties shall resolve the dispute by arbitration, using the rules then in effect, as adopted by the Lane County Oregon Circuit Court, provided that, notwithstanding any rights to appeal, or to a trial de novo, the parties agree that the decision of the arbitrator shall be binding and not appealable. Any decision of the arbitrator may be submitted to Lane County Circuit Court for judgment order against the non-prevailing party.

The parties shall select a single arbitrator within ten (10) days of the date a written demand for arbitration is received by either party from the other. In the event the parties fail to select an arbitrator within said 10-day period, either party may make immediate application to the Lane County Circuit Court for the appointment of an arbitrator. The parties agree to be bound by the Court's appointment of an arbitrator.

21. Complete Agreement: This document is the entire, final and complete agreement of the parties pertaining to the lease of the described property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties and their representatives insofar as the described property is concerned specifically including but not limited to the Master Lease Agreement referenced above, and any previous amendments or restatements thereof.
22. Grammar and Caption: In construing this agreement and where the context so requires, the singular includes the plural, the masculine, the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions thereof apply equally to corporations and to individuals. The captions are for guidance and shall not affect the scope, meaning, interest or legality of the provisions of this contract in any manner whatsoever.

23. Drafting of Agreement: The parties hereby acknowledge this agreement, the Exhibits attached hereto, and the Bylaws of the Association have been drafted for, and on behalf of the Association. The Member, by his or her signature hereto, fully acknowledges that he/she/they have fully read and understood this agreement, the exhibits hereto, which also includes the Architectural Review Committee Rules, attached as Exhibit "F", the Pet Policy, attached as Exhibit "G", and the Bylaws of the Association. The Member further acknowledges the Association has recommended that he/she/they retain outside legal counsel for the purpose of reviewing this agreement, the Exhibits and the Bylaws of the Association.

IN WITNESS WHEREOF this Master Lease Agreement has been executed in duplicate on the day and year above written.

OREGON CASCADE RV CO-OP
An Oregon nonprofit, mutual benefit
Cooperative Corporation.

A Seniors RV Park

MEMBER:

Printed Name

By: _____

Signature

Title: _____

Printed Name

Signature