SITE LEASE

BETWEEN

3583 Austin, LLC

dba Austin Woods Manufactured Home Community

(THE "LESSOR")

AND

_____

(THE "LESSEE")

35__ Austin Rd., #___

Geneva, Ohio 44041

("SITE ADDRESS")

SITE LEASE INDEX

	DISCLOSURE OF RENTAL FEES	1
	DEFINITIONS	1
SECTION 1.	PAYMENT OF LEASE FEES	4
SECTION 2.	LEASE FEES	4
Section 2.A.	Base Site Fees	4
Section 2.B.	Lessee Utility Expenses	4
Section 2.C.	Additional Service Fees	4
Section 2.D.	NSF Fees	6
Section 2.E.	Late Fees	6
Section 2.F.	Base Site Fee Security Deposit	6
Section 2.G.	Payment of Taxes, Levies, Assessments and Surcharges	7
Section 2.H.	Application of Lease Fees Payments	7
SECTION 3.	RESERVED	7
SECTION 4.	USE OF SITE AND HOME	7
Section 4.A.	Residential Use	7
Section 4.B.	Compliance with Lease, Leasing Guidelines and Applicable Laws	8
Section 4.C.	Abandonment of Site	8
Section 4.D.	Common Areas	8
Section 4.E.	Home Health and Safety Risks	8
Section 4.F.	Mechanic's Liens and Remedies	8
SECTION 5.	LESSOR'S DUTIES AND OBLIGATIONS	8
Section 5.A.	Vegetation	8
Section 5.B.	Maintenance of Utility Systems	8
Section 5.C.	Privacy	9
Section 5.D.	Roads	9
SECTION 6.	LESSEE'S DUTIES AND OBLIGATIONS	9
Section 6.A.	Lessee Responsibility for Lessee Utility Expenses	9
Section 6.B.	Examination of Site/Home	9
Section 6.C.	Site/Home Repair	9
Section 6.D.	Site Maintenance	9
Section 6.E.	Sign	10
Section 6.F.	Insurance	10
Section 6.G.	Pets	10
Section 6.H.	Miscellaneous Lessee Duties and Obligations	10
Section 6.I.	Temporary Lessee	11
Section 6.J.	Lessee Base Site Fee Increase Deferral	12
SECTION 7.	PERSONAL PROPERTY	13
SECTION 8.	LEASE RENEWAL AND LESSEE HOLDOVER	13
Section 8.A.	Lease Renewal	13
Section 8.B.	Lease "Holdover Provisions"	13
SECTION 9.	NO UNAUTHORIZED ASSIGNMENT OF LEASE OR TRANSFER OR SALE OF HOME...	14

SECTION 10.	LIABILITY, WAIVER AND INDEMNIFICATION	14
Section 10.A.	Liability for Damage	14
Section 10.B.	Waiver By Lessee of Lessor's Liability	15
Section 10.C.	Indemnification	15
Section 10.D.	Survival of Indemnity	15
SECTION 11.	TERMINATION	15
Section 11.A.	Causes of Termination	15
Section 11.B.	Automatic Termination of This Lease	16
Section 11.C.	Cumulative Remedies	16
Section 11.D.	Accrual of Lease Fees	16
Section 11.E.	Agreement Upon Sale/Abandonment	17
SECTION 12.	CONDEMNATION	17
SECTION 13.	DAMAGE TO SITE, HOME AND PERSONS	17
SECTION 14.	SITE/HOME ENTRY	18
SECTION 15.	LEASING GUIDELINES	18
SECTION 16.	DEFAULT AND LEGAL PROCEEDINGS	18
Section 16.A.	Lessee Breach and Lessee Caused Termination	18
Section 16.B.	Possession of Site	18
SECTION 17.	MISCELLANEOUS PROVISIONS	19
Section 17.A.	Lessor's Liability; Certain Duties	19
Section 17.B.	Severability	19
Section 17.C.	Interpretation	19
Section 17.D.	No Other Agreements; Modifications	19
Section 17.E.	Notices/Correspondence	19
Section 17.F.	Waiver of Lease Term or Condition	20
Section 17.G.	Binding Effect	20
Section 17.H.	Joint and Several Liability	20
Section 17.I.	Execution of Lease and Counterparts	20
Section 17.J.	Governing Law	20
Section 17.K.	Time	20
Section 17.L.	Survival of Representations, Warranties and Covenants	20
Section 17.M.	No Assignment or Transfer	20
Section 17.N.	Attornment	21
Section 17.O.	No Third Party Beneficiaries	21
SECTION 18.	NOTICES REQUIRED BY APPLICABLE LAW	24
Section 18.A.	Megan's Law	24
Section 18.B.	YOUR RIGHTS	24

SCHEDULES

Schedule 2.A	Rental Fees Disclosure
Schedule 7	Pet Schedule (if applicable)
Schedule 15	Leasing Guidelines

DEFINITIONS

The terms identified and defined in these "DEFINITIONS" are only for illustrative and summary purposes and You **MUST** read this entire Lease and the attached Leasing Guidelines, for the terms and conditions that govern the Lease relationship and Your rights, duties and responsibilities, as a Lessee. Any conflict, between these "DEFINITIONS" and/or the Lease and/or the Leasing Guidelines, will be determined in favor of this Lease.

"Applicable Laws": …… Means all applicable notices, laws, regulations, statutes, ordinances and orders of all governmental and judicial entities, bodies or officials, with jurisdiction over the Lessee, the Lessor, the Site and/or the Community.

"Approved Lease Occupant": ……... Means each person, other than the Lessee, approved, in writing, by the Community Manager, living in the Home, located on the Site. The Lessee acknowledges and agrees that no person shall live in the home unless that person is the Lessee or an Approved Lease Occupant. All Approved Lease Occupant(s) shall be identified, and approved, in writing, by the Community Manager.

"Base Home Lease": …….. Means the Base Home Lease executed by the Lessee for the manufactured home located on the Site, if any.

"Base Site Fee": …….. See Schedule 2.A.

"Base Site Fee Security Deposit":..……..... See Schedule 2.A

"Common Areas": …….. Means all areas within the Community, which are available for the common use of lessees, and which are not leased or held for the exclusive use of the Lessor, the lessees or any other persons or entities. Lessor, from time to time, may change the size, location, nature and use of, prohibit or restrict access to or the use of, any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas and increase or decrease Common Areas and/or facilities, without notice to or the consent of, any lessee.

"Community": ……. Means Austin Woods Manufactured Home Community generally located at 3583-3561 Austin Rd, Geneva, OH 44041, in which the Home and the Site are located. Also referred to as "Austin Woods" or "Austin Woods Community" under Notices Required by Applicable Law.

"Community Manager or Community Custodian" and the "Community Manager's Office Address":……... Means the person, identified to you from time to time, assigned by the Lessor's Agent to serve as the "Community Manager" (the Community Manager is also deemed to be the Community Custodian for purposes of this Lease). The Community Manager's Office is identified below, and may be changed upon appropriate notice:

Austin Woods Manufactured Home Community
Attn: Randy Squire, Community Manager
3583 Austin Rd., Office
Geneva, OH 44041

"Community Services":……... Means the services and facilities available to the Lessee pursuant to this Lease, and includes the Common Areas, snow removal services (but only street snow removal, as the Lessee is solely responsible for snow removal of their drive and sidewalks, as applicable), routine garbage removal (subject to change with written notice or as otherwise set out herein) and emergency maintenance assistance.

"Condemnation": …… Has the meaning set forth in **SECTION 12.** of this Lease.

"Disputes Required to be Arbitrated": …… Has the meaning set forth in **SECTION 17.** of this Lease.

"Effective Date of this Lease" or "Lease Effective Date":…… See Schedule 2.A.

"Holdover Provisions":……... If you remain on the Site (or fail to remove your home from the Site) after the Lease Expiration Date, you will be subject to the terms and conditions of **SECTION 8.** of this Lease, including a monthly Base Site Fee that is One Hundred Fifty Percent (150%) times the amount set forth in this Lease, plus all outstanding and accrued Lease Fees and other fees and expenses (including legal fees, court costs, late fees, and expenses) identified in this Lease.

"Home" or "home": ..... Means, as to the Lessee, the manufactured home located on the Site and, as to all lessees, the manufactured homes located on the sites in the Community.

"Late Fees": ……. Has the meaning set forth in **SECTION 2.E.** of this Lease.

"Leasing Guidelines or Guidelines": …… Means the Leasing Guidelines, established and maintained by the Community, attached hereto and made a part hereof as **SCHEDULE 15**, and which contains the terms and conditions for lessees leasing sites in the Community. The Leasing Guidelines may be amended by the Lessor, with thirty (30) days' notice, or the shortest time period allowable by law. The Leasing Guidelines are sometimes referred to as the "Park Rules."

"Lease" (aka "Site Lease":……... Means this SITE LEASE, including all Schedules hereto, between the Lessor and the Lessee, approved and executed by the Lessor and the Lessee.

"Lease Expiration Date":…… See Schedule 2.A.

"Lease Fees": ……..... Has the meaning set forth in **SECTION 2.** of this Lease.

"Lease Term": ……..... Means the term of this Lease, commencing on the Lease Effective Date and, unless earlier terminated by the Lessor or the Lessee, pursuant to the terms and conditions of this Lease (on a Lease Termination Date), expiring on the Lease Expiration Date. Lessor may terminate this Lease for any lawful reason to the fullest extent permitted under the law. Lessee, if required by law, may be permitted to terminate the Lease with thirty (30) days' notice. Notwithstanding the foregoing, Lessee may only terminate the Lease if Lessee is not in default under the Lease including having no outstanding charges. Due to the costs associated with marketing, administration and handling, turnover costs, re-cleaning, re-keying, etc., in the event of Lessee initiated termination the parties hereby agree that a "Lease Buyout Fee" of not less than two months' rent shall be owed upon notice of termination by Lessee. Lessee's Security Deposit shall still be held and subject to the provisions herein for return to Lessee.

"Lease Termination Date":…… Means the effective date of any early termination of this Lease, pursuant to the terms and conditions of this Lease, permitting the Lessor to terminate this Lease.

"Lessee" or "You" or "Your": ……. Means the Lessee, each Approved Lease Occupant, and their respective agents, contractors, invitees, visitors, guests or any other person or entity using the Site or the Community, with Lessee's expressed or implied permission, knowledge or understanding. The Lessee is solely and absolutely

responsible for the actions of all such persons.

"Lessee Caused Termination": …….. Means a termination of this Lease, as of the Lease Termination Date, by the Lessor, as a result of the noncompliance by the Lessee of any term or condition of this Lease, the Leasing Guidelines or Applicable Laws.

'Lessee Utility Expenses":……... Means the utility, service and related costs, fees and expenses that are the sole and absolute responsibility of the Lessee. For all purposes of this Lease and the Leasing Guidelines, the LESSEE shall be responsible to timely and fully pay all costs, fees and expenses (including, but not limited to, all set-up, installation, maintenance, operating, use, service, read and late/penalty costs, fees and expenses) for the utilities and services identified in **SECTION 2.B**. and **SCHEDULE 2.B.** attached hereto and made a part hereof. Any failure by Lessee to transfer utilities into Lessee name (when applicable) shall result in a fine of not less than $100 per week, and will also be a material default under the Lease whereby Lessor may unilaterally terminate the Lease.

"Lessor" or "Us" or "We": ……... Means the Community and the Lessor's employees, agents, contractors and contract managers.

"Lessor's Designated Agent and Address": …….
Austin Woods Manufactured Home Community
Attn: Randy Squire, Community Manager
3583 Austin Rd., Office
Geneva, OH 44041

"Lessor's Utility Obligations": …….. Has the meaning set forth in **SECTION 5.B.** of this Lease.

"NSF Fees": ……. Has the meaning set forth in **SECTION 2.D.** of this Lease.

"Site":…… The address of the Site, subject to this Lease, is the same as set forth on the cover page of this Lease.

"Site Manager": ……..
Randy Squire, Community Manager
Austin Woods Manufactured Home Community
3583 Austin Rd., Office
Geneva, OH 44041

All payments and correspondence must be sent to:

Austin Woods Manufactured Home Community
Attn: Randy Squire, Community Manager
3583 Austin Rd., Office
Geneva, OH 44041

"Temporary Lessee":……... Means a person who satisfies all requirements of **SECTION 6.I.** of this Lease to temporarily occupy, in the absence of the Lessee, the Lessee's Site, pursuant to the terms and conditions therein and herein. The Lessee and the Temporary Lessee, if any, agree that neither party shall have any rights or interests except as expressly set forth in this Lease.

SITE LEASE

In consideration of and subject to the Lessee satisfying all the terms and conditions of this SITE LEASE and the Leasing Guidelines, this Lease allows the Lessee to lease one (1) Site in the Community, for the placement of a manufactured home.

IMPORTANT NOTICE REQUIRED BY LAW

YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME PARK OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS 4781.36 TO 4781.52 OF THE REVISED CODE, WHICH REGULATE RENTAL AGREEMENTS IN MANUFACTURED HOME PARKS.

1. PAYMENT OF LEASE FEES

Your Base Site Fee, Lessee Utility Expenses payable by the Lessor and billed back to the Lessee and Additional Service Fees are due and payable on the first (1st) day of each month during the Lease Term and shall be deemed late if received by the Community Manager after the first day of the month (please allow 3 to 7 days for First Class mail). If the payment of any Lease Fee is received by the Community Manager after the fifth (5th) day of each month (as provided in **SECTION 2.** below), the Late Fees, identified in **SECTION 2.E.** herein, will be due and payable. No proration of Lease Fee payments are permitted. The Lessee acknowledges and agrees that the Lessor is not required, in the event that this Site Lease expires or is terminated pursuant to its terms and conditions, to provide or extend any priority or preference to leasing or renting the Home over any other available Lessor rental home that the Lessor may have in its inventory.

PAYMENT OF CASH FOR LEASE FEES WILL NOT BE ACCEPTED FOR ANY REASON, AND WILL NOT BE RECOGNIZED AS PAYMENT OF ANY LEASE FEE OR AN ACCORD AND SATISFACTION OF ANY AMOUNTS PAID BY OR ON BEHALF OF THE LESSEE TO THE LESSOR, OR RECEIVED BY THE LESSOR ON ACCOUNT OF THE LESSEE'S LEASE FEES. PAYMENT OF LEASE FEES MUST BE MADE BY CASHIER'S CHECK OR MONEY ORDER FOR INITIAL PAYMENT AND THEREAFTER ARE REQUIRED TO BE PAID VIA ELECTRONIC PAYMENT THROUGH TENANT WEB ACCESS VIA OUR RENT MANAGER PROPERTY MANAGEMENT SOFTWARE OR THROUGH APPROVED THIRD PARTY ONSITE PAYMENT OPTIONS (E.G. WALMART VIA ZEGO/PAYLEASE). ANY PAYMENTS THAT ARE ACCEPTED BY OTHER MEANS – AT THE SOLE DISCRETION OF LESSOR – ARE SUBJECT TO AN ADDITIONAL $25 PER PAYMENT HANDLING CHARGE FOR THE INCONVENIENCE IMPOSED BY LESSEE.

2. LEASE FEES

The fees identified below (collectively, all such fees are referred to in this Lease as the "Lease Fees") are payable by the Lessee, pursuant to the terms and conditions of this Lease and the Leasing Guidelines:

A. **BASE SITE FEES:** As of the Lease Effective Date, the Lessee's "Base Site Fee" for each month during the Lease Term, will be the amount set forth in the "DEFINITIONS" of this Lease, and may be increased in connection with a Lease renewal at the end of the Lease Term. The Base Site Fee does not include the Lessee Utility Expenses, Additional Service Fees, NSF Fees and Late Fees identified in this **SECTION 2**, or any other fee, tax, assessment, or expense identified and accrued under or pursuant to this Lease. No prorations of any Lease Fees are permitted.

B. **LESSEE UTILITY EXPENSES:** THE LESSEE IS SOLELY RESPONSIBLE TO PAY ALL LESSEE UTILITY EXPENSES, INCLUDING WATER AND SEWER (VIA BILL BACK), GAS, ELECTRICITY, CABLE, INTERNET, LAWN CARE, AND TRASH. WHEN REQUIRED BY

LAW, LESSOR MAY PAY FOR A PORTION OF UTILITY EXPENSES. WHEN REQUIRED BY LAW, LESSOR MAY PAY A MASTER METER BILL AND THEN BILL BACK A PRO RATA PORTION TO LESSEE.

To the fullest extent of the law, Lessee is solely responsible to timely and fully pay all costs, fees and expenses (including but not limited to, all set-up, installation, maintenance, operating, use, service, equipment rental, read and late/penalty costs, fees and expenses) for the utilities and/or services identified below, as applicable.

Lessee agrees to maintain the water and sewer systems and hardware located within the Home in good condition and repair (for example, repairing or replacing "leaking faucets and toilets") and not to tamper with the systems or equipment. Additionally, Lessee shall be responsible for the cost to remediate any frozen pipes, and any damage thereto will be deemed a result of Lessee's failure to properly apply heating tape and insulation to said pipes.

Lessees are responsible for getting the electricity and gas service (if applicable) set up in their own name(s) directly with the utility providers on or by the lease start date, including any permit, "energize", or hookup costs associated with the utility account or utilizing or upgrading the electric pedestal. The tenants are also responsible for the water service to the lot. The water may – at Lessor's discretion – be billed backed to residents - the current method of collecting for water usage, inherited by the prior owner, was to include water in the gross lot rent. Site Lessor may install water meters on each lot/home so that Site Lessor can bill back water directly in correlation to the usage for the lot, and will include charges for water, sewer, taxes, and a $7.00 per month fee per lessee to read said meters and calculate the amount to be billed back to the Lessee. Prior to the first full water reading, Lessor may charge a place holder amount, say $50 per lot, as an estimated water usage reading. Said place holder amount will be an estimate and will be modified up or down based on a review and study of Lessee's actual usage in the same or subsequent months. Lessor has no intention of billing back an amount for water that is more than the amount Lessor expends on water, noting that the timing of water usage, billing, and reimbursement will be subject to the timing and overlap associated with the actual usage, billing, and reimbursement and therefore said amounts may overlap up to a month of service.

The aggregate rate billed to the lessees within the mobile home park will be the same rate charged to the Lessor by the water provider. Lessor does not intend to and shall not mark up the cost of any water or sewer charged by the provider. Lessor is not a "utility provider" and would be merely billing back water and sewer charges that it incurs from a utility provider for the benefit of the lessees.

In the event a water meter is broken by Lessee, the replacement cost, labor and materials, shall be borne by Lessee, at a cost of not less than $300 penalty plus the costs of material and labor by Lessor; additionally, Lessor may charge a "water charge" based on the estimated water lost during said time period where Lessee's meter was broken.

In the event a water meter fails to give a reading due to a broken or ineffective meter, Lessor will endeavor to bill back the Lessee only for the amount of water used by the Lessee. By way of example, if there are 10 lessees in the mobile home park and the aggregate water bill is $100 and nine meters clearly account for 85% of the total usage then it will be assumed (and logically accepted) that the 10th broken meter would have accounted for the remaining 15%, and thereby an "estimated" billing of $15 of the $100 aggregate bill is appropriate. In the event more than one meter is not working, Lessee shall split the "unknown" amount pro rata between any lessees whose exact usage cannot be deciphered, based on a comparative pro rata allocation as determined by comparing the respective tenants usage ratio for the prior month. To the fullest extent permitted by law, Lessor may use a Ratio Utility Billing System ("RUBS") in lieu of the aforementioned plan, or in some instances concurrently for utility consumption not directly captured by lessee meters (e.g. water usage provided to the community but not captured on a particular meter such as for common areas like watering flowers, splash park, etc.)

Management retains the right to make changes to the utilities policy with a 30-day written notice to the tenants.

C. **ADDITIONAL SERVICE FEES:** The service and labor fees, plus materials used, identified below (all such fees and expenses shall, for all purposes of this Lease, be deemed to be "Lease Fees"), will be charged (in the amounts indicated) to the Lessee (and shall be payable by the Lessee on the first (1st) day of the month, following the month during which such additional services are provided or arranged for by Lessor) or due to failure of the Lessee to comply with a violation of the park rules,, if the Lessor has to arrange and/or perform the identified additional services, after the indicated number of days' notice (although the Community reserves the right to proceed without notice if a health or safety condition exists). To the fullest extent allowed by law, Lessor is not required to remediate any violation of Lessee and may still issue a service fee as the below items are deemed punishable as fines or violations and will be deemed "Violation Fees" and likewise Lease Fees (all of the below being a per occurrence fee):

(i). Each item of cutting, trimming or weeding of the Lessee's Site, after reasonable written notice, which will identify the violation and provide not less than two (2) days' notice to fix or rectify the violation: minimum charge - Fifty Dollars ($50) and maximum charge – One Hundred Twenty-Five Dollars ($125).

(ii). Removal of debris, such as shed, furniture, refrigerator, etc., after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge – Seventy-Five Dollars ($75) and maximum charge - Five Hundred Dollars ($500).

(iii). Raking of leaves or snow/ice removal, after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge - Fifty Dollars ($50) and maximum charge – Two Hundred Fifty Dollars ($250).

(iv). Repair and/or painting of a shed, after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge – One Hundred Dollars ($100) and maximum charge – Five Hundred Dollars ($500).

(v). Repair of skirting, steps or the Home, after reasonable written notice, which will identify the violation and provide not less than five (5) business days' notice to fix or rectify the violation: minimum charge – One Hundred Fifty Dollars ($150) and maximum charge – Three Thousand Dollars ($3,000).

(vi). If required, in the reasonable discretion of the Community Manager, rodding of sewer lines or in severe conditions, digging and clearing lines caused by flushing prohibited foreign objects: minimum charge – Three Hundred Dollars ($300) and maximum charge – Three Thousand Dollars ($3,000).

(vii). Painting of the Home, after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge – Three Hundred Dollars ($300) and maximum charge – One Thousand Two Hundred Dollars ($1,200).

(viii). If applicable, in the reasonable discretion of the Community Manager, for failure to comply with governmental recycling regulations, there will be a fine equivalent to that charged by the applicable governmental authority, but not less than Fifty Dollars ($50) per incident.

(ix). Waste of water caused by Lessee negligence (excludes water charges directly to Lessee based on Lessee's use): charge – One Hundred Dollars ($100) per day.

(x). Tampering with any Community or Home utility meters or systems, in the reasonable discretion of the Community Manager, will result in a minimum fine of Two Hundred Dollars ($200), plus all related costs, expenses and damages. This violation shall also be grounds for eviction as a Lessee Caused Termination.

(xi.) All "clean-up" (including environmental) costs, fees and expenses, including but not limited to sewer and heating/fuel oil, after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge – Two Hundred Fifty Dollars ($250), plus the actual costs, fees and expenses of all third parties engaged by the Lessor to perform the clean-up, and a maximum charge – Ten Thousand Five Hundred Dollars ($10,000), plus the actual costs, fees and expenses of all third parties engaged by the Lessor to perform the clean-up.

(xii.) When applicable, storage of Lessee's personal property, after reasonable written notice, which will identify the violation and provide not less than three (3) business days' notice to fix or rectify the violation: minimum charge – Ten Dollars ($10) per day and a maximum charge of Two Hundred Dollars ($200) per day.

(xiii.) Additional parking – Fifty Dollars ($50) per month, per space and is not guaranteed. Each Lessee is permitted two (2) parking spaces and may NEVER park in the yard or in areas not designated for parking.

(xiv). Site Enhancement Permit (by approval) – Fifty Dollars ($50) review fee.

(xv). Party Permit (by approval) – Twenty-Five Dollars ($25). No DJ or live music after 8:00pm.

(xvi.) Violation of Park Rules – Twenty-Five Dollars ($25) per day until remedied. All violations must be paid within 30 days and the failure to do so may result in eviction for failure to pay Lease Fees.

(xvii.) Parking Violations – Relocation Fee – One Hundred Dollars ($100). Parking Violation Fee – One Hundred Dollars ($100) per occurrence, plus any costs associated with towing, storage, etc. Any vehicles parked in violation of the Lease are subject to immediate towing. Lessee hereby waives any and all rights related to notice or other rights associated with parking or towing.

(xviii.) Process Server Fee – Minimum charge of seventy-five dollars ($75) administrative fee, plus actual charges by process server, court, and attorney. This fee will be charged in the event that Lessor delivers any legal documentation to the Lessee by use of a Process Server.

D. **NSF FEES:** A Fifty Dollar ($50.00) fee (the "NSF Fee") will be assessed for any any payment returned as unpaid, for any reason whatsoever. Immediately upon notice of the returned payment, the Lessee must immediately pay to Lessor the amount of the unpaid payment, as well as the Fifty Dollar ($50.00) NSF Fee and all applicable Late Fees, in accordance with this **SECTION 2.D.** If, during the current Lease Term, or any prior lease term, the Lessee presented two (2) or more returned NSF payments, all future payments of Lease Fees will be required to be made exclusively by electronic payment. All fees and expenses due by the Lessee under this Section shall, for all purposes of the Lease, be deemed to be "Lease Fees".

E. **LATE FEES:** Lessee's failure to timely pay the Lease Fees, when due, will cause Lessor to incur additional costs and expenses and administrative and related services. The exact amounts of such costs, expenses, services and fees are impractical and difficult to identify and quantify. Such costs, expenses, services and fees may include, but are not limited to, processing and accounting costs and fees, interest costs and fees, service costs and fees, administrative costs and fees, and legal costs and fees. Therefore, if any Lease Fee due under this Site Lease is received by the Lessor after the fifth (5th) day of any month during the Lease Term, an initial late fee of Fifty Dollars ($50.00) will be assessed and will become immediately due and payable on the sixth (6th) day of any month. Each day after the sixth (6th) day of the month will result in an additional and separate Late Fee payment of Five Dollars ($5.00) until the earlier of all Lease Fees are paid in full (collectively, the "Late Fees"), or the twenty-first day of the month; notwithstanding the foregoing, in the event of any state or local law limiting late fees, the date of the imposition of said fee and the amount of said fee shall be reduced to the maximum allowable by law. The parties agree that the Late Fees represent a fair and reasonable estimate of the costs, expenses, services and fees incurred by the Lessor as a result of the Lessee's failure to timely pay the Lease Fees. The payment of Late Fees, by or on behalf of, the Lessee in connection with delinquent Lease Fee payments due by the Lessee, shall not excuse or cure any default by Lessee under this Site Lease. In addition to the payment of the Late Fees, the Lessee acknowledges and agrees that the failure by the Lessee to pay any Lease Fee when due and payable, shall be an immediate breach, by the Lessee, of this Site Lease, and the Lessor shall be, and hereby is authorized, to immediately exercise all of the Lessor's remedies, including but not limited to termination of this Site Lease and/or eviction proceedings. All fees and expenses due by the Lessee under this section shall, for all purposes of the Site Lease, be deemed to be "Lease Fees."

F. **BASE SITE FEE SECURITY DEPOSIT:** Upon execution of this Lease, Lessee shall provide, or shall have previously provided, to Lessor a "Base Site Fee Security Deposit", in the amount identified in the "DEFINITIONS" of this Lease. The Lessee authorizes and agrees that Lessor may apply all or any portion of the Base Site Fee Security Deposit to any delinquent Lease Fees or to cure any breach of this Lease by the Lessee. The Base Site Fee Security Deposit shall not be, and shall not be deemed or construed to be, an advance payment of any Lease Fee. If Lessor uses any portion of the Base Site Fee Security Deposit pursuant to this **SECTION 2.F.**, Lessee shall immediately (but in no event later than five (5) business days) restore the Base Site Fee Security Deposit to its full, required amount. Lessee's failure to immediately replenish the Base Site Fee Security Deposit, to its full amount, shall be a breach of this Lease. Lessor's rights of possession to the Site and other remedies available to the Lessor herein, and Lessee's rights, duties and obligations under this Lease, shall not be affected, enhanced or diminished by the existence of the Base Site Fee Security Deposit or the Lessor's application of all or any portion of the Base Site Fee Security Deposit, as provided herein. The Lessee's liability under this Lease shall not be limited, reduced or waived by the maintenance or application of the Base Site Fee Security Deposit. During the Lease Term, and within thirty (30) days of the expiration or termination, regardless of the reason for such termination, of this Lease, the Lessor shall provide to the Lessee a written list of damages, repair costs to the Site and/or amounts due under this Lease. If You fail to object to the list within fifteen (15) days after receipt, You shall be deemed to agree to the list. If You do not complete (and return to the Community Manager) a Lessee Site Fee Security Deposit Refund Request Form (which can be obtained from the Community Manager), the Lessor shall be excused from performance under this **SECTION 2.F.**

G. **PAYMENT OF TAXES, LEVIES, ASSESSMENTS AND SURCHARGES:** In addition to the other Lease Fees, Lessee shall, if requested, in writing, by the Lessor, and to the extent permitted by Applicable Laws, pay the Lessee's allowable percentage (based upon the total number of Lessees), as applicable, for all of the following taxes, levies, assessments or surcharges, which are, or may in the future, be assessed, levied or imposed against Lessor or Lessee, upon receipt of evidence of the tax, levy, assessment or surcharge:

(i). Sales, use or other tax on any payment due by or from the Lessee as a result of this Lease.

(ii). Any real or personal property or similar tax, levy or assessment upon the Community, the manufactured home, garage, shed or other improvements placed upon the Community by the Lessor or the Site by Lessee, or any tax upon any personal property of the Lessee.

(iii). Any applicable prorated portion of the actual levied amount of any new, or increased tax, levy, assessment or surcharge for services or utilities, levied upon or assessed, or levied upon or assessed, against the Community or the Site, as a result of this Lease, or the personal property of the Lessee.

(iv.) Notwithstanding the foregoing, if Lessee has not paid any taxes, levies, or assessments – to also include pet insurance or liability or casualty insurance – Lessor at its discretion may pay the aforementioned expenses on behalf of Lessee, and to the fullest extent allowed by law shall be entitled to both reimbursement and/or recovery of insurance proceeds. Any expenses paid by Lessor set out in the Lease shall be deemed Lease Fees and must be repaid by Lessee or else be a material default under the Lease.

H. **APPLICATION OF LEASE FEES PAYMENTS:** The Lease Fee payments will be applied against amounts due under this Lease according to the following prioritization schedule:

(i). Late Fees
(ii). NSF Fees
(iii). Additional collection costs, legal fees and expenses and related fees and expenses identified in this Site Lease as a result of the Lessee's actions or omissions.
(iv). Lessee Utility Expenses (including all applicable costs, fees and expenses identified in SECTION 2.B. herein)
(v). Additional Service Fees
(vi.) Base Site Fees
(vii) Payment of Taxes, Levies, Assessments and surcharges (as identified in SECTION 2.G.)
(viii). Base Site Fee Security Deposit

3. RESERVED

4. USE OF SITE AND HOME

A. **RESIDENTIAL USE**: The Lessee's home, situated on the Site, shall be used exclusively for residential dwelling purposes by the Lessee and Approved Lease Occupants, in compliance with the terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws, and the Lessee shall not operate, or permit to be operated, any business or commercial enterprise out of or at the home or Site. Except as set forth in SECTION 6.I. (Temporary Lessee) herein, Lessee agrees to obtain advance written approval from the Community Manager if the Lessee's home is to be used for the purpose of housing a temporary guest for a period of time exceeding seven (7) consecutive days; provided, however, that the stay of such temporary guest shall not annually exceed a total of thirty (30) days. Such approval may be granted or denied in the sole discretion of the Lessor. See Schedule 15 – of the Leasing Guidelines for more terms and conditions. Among other things, no vehicle maintenance shall be allowed at the Site as it will be assumed to be vehicle repair and disallowed.

B. **COMPLIANCE WITH LEASE, LEASING GUIDELINES AND APPLICABLE LAWS**: Lessee agrees to strictly comply (and to cause each Approved Lease Occupant, Temporary Lessee, guest, visitor, agent and contractor to strictly comply) with the terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws.

C. **ABANDONMENT OF SITE**: To the fullest extent of the law, in the event that Lessee fails to maintain the Home, as required by this Site Lease, vacates or surrenders the Home, or is dispossessed of the Home *or* Site by process of law or otherwise, Lessee agrees and directs the Lessor to dispose of

any personal property left in/on the Home (including the mobile home) lawfully deemed abandoned (and the Lessee shall be liable for all related disposal, legal and related fees and expenses) and to apply any proceeds to amounts due by the Lessee under this Site Lease (and to pay any excess amounts to the Lessee), and shall have no liability to Lessee, or any other person or entity, for such actions. A home will be deemed abandoned if it has not been occupied for 30 consecutive days.

D. **COMMON AREAS**: Lessee shall have the nonexclusive right (in common with other lessees and others to whom Lessor has granted such rights) to use the Common Areas for the purposes intended, subject to the terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws. Lessee shall not interfere with the rights of Lessor, other lessees or any other person entitled to use the Common Areas pursuant to the terms of this Lease. Use of common areas is subject to limitation based on Lessee violation of Lease rules.

E. **HOME HEALTH AND SAFETY RISKS:** In the event that the Lessee abandons or surrenders the Home and the Site, or is disposed of the Home and Site by process of law, the Lessee acknowledges and agrees that, if the Lessee's Home becomes, in the reasonable determination of the Lessor, a "health and safety" risk to the Community's staff or other lessees, the Lessor is hereby directed and authorized (after thirty (30) days prior written notice to the Lessee (such notice to be provided pursuant to the terms of SECTION 17.E. herein)), to (i) take the Home to the dump (at Lessee's sole cost) or (ii) demolish the Home, on Site, and remove the debris (at Lessee's sole cost). The Lessee agrees to hold the Lessor harmless from and against all costs, expenses and liability in connection with the Lessor's actions under this SECTION 4.E. The presumption shall be that a Lot or Home vacated for 30 days by Lessee is an acknowledgement by the parties that Lessor shall have full discretion as to what to do with the Lot or Home irrespective of any bill of sale, transfer of title, or any other action.

F. **MECHANIC'S LIENS AND REMEDIES:** Lessee acknowledges and agrees that, in the event that Lessee fails to comply with the terms and conditions of this Lease and/or the Leasing Guidelines, including but not limited to, the payment of the Lease Fees, the Lessor shall have the right to exercise all the Lessor's rights and interests under any and all applicable mechanic's and related lien and remedies provisions and all other Applicable Laws.

5. LESSOR'S DUTIES AND OBLIGATIONS

Lessor shall have the following duties and obligations under this Lease:

A. **VEGETATION:** To the extent required by law and within Lessor's reasonable opinion, expectations, and ability, keep the Common Areas free of weeds and plants deemed noxious and adverse to the health of Lessees.

B. **MAINTENANCE OF UTILITY SYSTEMS:** Unless the Community's water or sewer systems and services shall be provided to the Lessee by a public utility or entity, in which event the Lessor shall have no responsibility to operate or maintain such systems, the Lessor shall be obligated to maintain, in reasonable working condition, only the Lessor's Utility Obligation portion of the Community water, sewer, electric and gas utility systems. **The Lessor shall only be responsible, and both parties hereby acknowledge and agree that the Lessor's duties, obligations and liability shall be so limited, with respect to the Lessor's Utility Obligations portion of the water, sewer, electric and gas utility systems at the Community, which shall include and be limited to (i) for the water system, the subsurface system to the riser valve, (ii) for the sewer system, the subsurface system to the sewer tap, (iii) for the electric system, from the electric utility service provider to the meter panel and (iv) for the gas system, from the gas utility service provider to the gas meter (the foregoing being referred to herein as, the "Lessor's Utility Obligation"). The hookup by the Lessee to the water system at the riser valve, to the sewer system at the sewer tap, to the electric system at the meter panel and the gas system at the gas meter, and all such parts and systems beyond such points of hookup, up to and including the Lessee's home, any meter, and the**

maintenance, operation and servicing thereof, shall be the sole and absolute responsibility (including all related fees and expenses) of the Lessee. Notwithstanding any term or provision herein to the contrary, any fee, expense (including legal fees and expenses) or damage caused by any action, or failure to act, by the Lessee, shall be the sole obligation of the Lessee and the Lessee will immediately pay any such amount, upon Lessor's demand.

C. **PRIVACY:** Respect the privacy of the Lessee. If only the Site is rented, Lessor shall not enter the home without the permission of the Lessee except upon 24 hours' notice. An authorized representative of the Lessor may enter the Site and the home, without notice, in the event of an emergency.

D. **ROADS:** Maintain roads within the Community in reasonable working condition and repair. The Lessee agrees that the Lessor is not responsible to provide signage on the Community roads and that the Lessee is solely responsible to drive safely and diligently on all Community roads. The Lessee agrees that the Lessor is not responsible for any personal injury to the Lessee, Approved Lease Occupant, any guest of either, or any other third party, or any of their respective property. Use of Community roads is conditional upon the following of Lessor rules, which include: no speeding above 10 MPH (or less posted limits), no use of four wheelers, dirt bikes, UTVS, or similar motorized vehicles, no traversing on non-road surfaces (such as grassy areas), and following directional and other Community rules (posted or set out in the Lease).

6. LESSEE'S DUTIES AND OBLIGATIONS

In addition to the Lessee's other duties and responsibilities herein, in the Leasing Guidelines and Applicable Laws, Lessee shall have the following duties and obligations under this Lease:

A. **LESSEE RESPONSIBILITY FOR LESSEE UTILITY EXPENSES:** Lessee acknowledges and agrees that the Lessee shall be responsible to pay for all Lessee Utility Expenses. The Lessee understands and agrees to make all payments due under **SECTION 2.** herein and that all of the Lessee's questions relating thereto have been addressed to the Lessee's full and complete satisfaction.

B. **EXAMINATION OF SITE/HOME:** Lessee acknowledges that Lessee examined the Site prior to occupancy under this Lease and received the Site in good working condition, order and repair, and will return the Site to the Lessor in as good working condition, order and repair, ordinary wear and tear excepted.

C. **SITE/HOME REPAIR:** Lessee shall be responsible for, and immediately repair, and agrees to indemnify Lessor from and against, any damage to the Site and any other Community property, which is caused by the Lessee, every Approved Lease Occupant and/or their respective guests, agents and contractors.

D. **SITE MAINTENANCE:** Lessee agrees to maintain the Site, and the home and improvements located on the Site, in good condition and repair. Trees, shrubs and flowers may be planted by the Lessee in a reasonable number and arrangement, in compliance with the Leasing Guidelines. Lessee agrees to properly cultivate, care for and maintain, including all necessary pruning, the lawn, shrubbery, trees, and grounds, in/on and over the Site. **The Lessee acknowledges and agrees that the Lessor is not responsible for any personal injury to, damage to, or liability related to, the home, or other Lessee personal property, caused by any trees (including but not limited to falling branches or limbs) located on the Site or in the Community, any such damage being the sole liability and responsibility of the Lessee, and the Lessee agrees to submit all such claims to the Lessee's insurance carrier, and not to seek payment or reimbursement from the Lessor or permit his/her insurance company to seek payment or reimbursement. Proper Site Maintenance includes following the Leasing Guidelines, including complete compliance with the Pet Rules set out in the Leasing Guidelines and Schedule 7.**

E. **SIGNS:** Lessee agrees not to erect or to display, either on the Site or the homes or within the windows of the home, signs of any type, except as set forth below:

(i) Reasonably sized political signs are allowed sixty (60) days prior to any election, but must be removed within five (5) days after the election date. No signs deemed offensive by Lessor shall be permitted.

(ii) One "For Sale" sign will be allowed inside one window of the home and another in the yard, not to exceed 18" by 24" in size. No other "For Sale" sign will be allowed on the Site, within the Community or in/on their home.

F. **INSURANCE:** Lessee shall obtain, and maintain during the Lease Term, homeowner's insurance in sufficient amounts (but not less than $210,000 (or such higher amount if required by applicable laws or contract) in property coverage and $100,000 (or such higher amount if required by applicable laws or contract) in liability coverage) to insure Lessee's home and contents and provide liability coverage, as well as adequate flood coverage, if the home is located in a flood area. It is the Lessee's responsibility to determine if the home is located in a flood area. Evidence of insurance coverages, together with written evidence of coverage, must be provided to the Community Manager prior to or at the same time that the Lessee submits the completed Lease. **If, at any time during the Lease Term, the Lessee fails to maintain the required insurance policies and coverage, the Lessee directs and authorizes the Lessor to obtain such insurance, on behalf of the Lessee (but the Lessor is not required or obligated to purchase the insurance), and the Lessee further agrees to immediately pay the related premium to the Lessor upon the Lessor's demand. In the event Lessor pays the insurance premium on behalf of Lessee and a claim is filed – whether by Lessor or Lessee – then payment of any claim shall be for the benefit of Lessor. In the event the insurance company requires Lessee to sign off or be a mutual beneficiary of any insurance claim this section of the Lease shall serve as power of attorney and full waiver of Lessee's rights to benefits.**

G. **PETS:** The Lessee is only permitted to keep "Pets" in the home, if at all, if the Lessee complies with the terms and conditions relating to Pets in the Leasing Guidelines. Failure to comply with the applicable provisions in the Leasing Guidelines shall be a breach of this Lease. All pets weighing over 40 pounds, at full size, are required to have pet insurance naming Lessor and its designees as Additional Insured, with insurance amount of not less than $300,000 per occurrence. All pets must be located: 1) inside the home, 2) in the Community-designated dog park (when available), or 3) on a leash with an adult hand on the other end. In no instances shall dogs be allowed to run loose nor be tied to a dog stake/lead. Any violation of this provision shall be grounds for either a $100 penalty (first offense), $500 penalty (second offense), or be grounds for termination of this Lease. LESSEE initial here _____. Lessor is granted power of attorney to place pet insurance as needed and bill back charges to Lessee.

H. **MISCELLANEOUS LESSEE DUTIES AND OBLIGATIONS:** In addition to the Lessee's duties and obligations, identified herein and in the Leasing Guidelines, the Lessee agrees to (at a per occurrence violation fine of a minimum of $100 per occurrence):

(i) Keep the home and the Site in a clean and sanitary condition, free of garbage, rubbish, and pet waste.

(ii) Not park or store any unlicensed and/or inoperable motor, or other, vehicle on the Site or in the Community. No parking in the yard is ever permitted. No Lessee shall be authorized for more than two vehicles except upon specific written permission by the Community Manager.

(iii) Not perform any repairs of motor or other vehicles, including any repairs that would require that the vehicle be placed on "jacks or blocks", unless expressly permitted in this Lease or the Leasing Guidelines.

(iv) Not store any refrigerator, stove, furniture, toys, bicycles or similar items on the Site unless in an approved shed.

(v) Not destroy, deface, damage, impair or remove any part of the Site or any other part or property of the Community or permit any person to do so.

(vi) Conduct himself/herself, and require other persons on the Site or within the Community with his/her consent, to conduct themselves in a manner that is in compliance with the Lease, the Leasing Guidelines and Applicable Laws, and that will not affect or disturb any persons in the Community and their peaceful enjoyment of the Community.

(vii) Refrain from obstructing traffic flow, emergency vehicles and snow removal vehicles. No dirt bikes, four wheelers, golf carts, UTVs, or other vehicles are permitted unless approved in writing by the Regional Manager Regional Manager.

(viii) Maintain in the home, in good working condition, a sufficient number of smoke detectors (not less than two (2)) and carbon monoxide detectors (not less than one (1)) and not less than two (2) fire extinguishers.

(ix) Ensure that the home is "tied down", set-up and secured in accordance with the requirements of the home manufacturer, Community requirements and Applicable Laws.

(x) Not threaten, harass or verbally abuse (including cursing) (or permit any person for whom the Lessee is responsible to threaten, harass or verbally abuse) any representative, agent, vendor, contractor or employee of Lessor, any other lessee or person in the Community or commit, or threaten, any acts of violence against any person or property. **ANY SUCH THREAT, HARASSMENT OR VERBAL ABUSE SHALL BE AN IMMEDIATE AND MATERIAL BREACH OF THIS LEASE AND, IN THE LESSOR'S SOLE DISCRETION, AUTHORIZES AND ENABLES THE LESSOR TO TERMINATE THIS LEASE AND TO REMOVE THE LESSEE'S HOME FROM THE COMMUNITY. ALL RELATED EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) SHALL BE THE SOLE RESPONSIBILITY OF THE LESSEE.**

(xi) Agree to strictly comply, and to cause each Approved Lease Occupant, and all their respective guests, visitors, agents and contractors to strictly comply, with the "drug free" Community terms and conditions set forth below:

1) Lessee, Approved Lease Occupant, and their respective guests, visitors, agents and contractors, shall not engage in any criminal activity, including but not limited to drug-related criminal activity, on or near the Site (or the home located thereon) and the Community. "Drug-related criminal activity" means the reasonable suspicion of or illegal production, sale, distribution, use or possession of a controlled substance. Unless required by law, the Community is private property and no drug use including marijuana, meth, cocaine, or any illicit drug use shall be permitted.

2) Lessee, Approved Lease Occupant, and their respective guests, visitors, agents or contractors, shall not engage in any act intended to facilitate or permit criminal activity, including but not limited to drug-related criminal activity, on or near the Site (or the home located thereon) and the Community

3) Lessee, Approved Lease Occupant, and their respective guests, visitors or contractors, shall not permit the Site (or the home located thereon) or the Community to be used for or to facilitate or permit criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a Lessee, Approved Lease Occupant, or their respective guests, visitors, agents or contractors.

4) **Any violation of the above provisions shall be a material violation and breach of this Lease and shall constitute good cause for the immediate termination of this Lease. The Lessee understands and agrees that a single violation of these provisions shall be good cause for termination of this Lease. Proof of the violation shall not require criminal conviction, but shall only require a reasonable determination by the Lessor, based upon reasonable facts and circumstances.**

(xii) Strictly comply with the terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws.

(xiii) Lessee hereby authorizes Lessor to serve as a limited power of attorney for all reasonable actions and correspondence with Lessee's lender/s, for purposes of titling mobile homes, and for verification and placement of insurance (at Lessee's cost) on Lessee's homes (with said insurance listing Lessor and its designees as an additional insured). Lessor is hereby authorized to execute documents on behalf of Lessee as set forth in this Lease.

7. PERSONAL PROPERTY

Any home, garage, shed, deck, plants, shrubs, trees etc., placed on the Site by the Lessee, are and shall always be, construed and/or maintained as personal property and are not, and shall not be deemed to be, real property. The Lessee agrees not to take any action, or permit any action to be taken, which would cause the foregoing sentence to be incorrect. Lessor reserves the right (i) during the Lease Term, to remove (at the Lessee's sole expense) any personal property located in or on any utility or other easement, encumbrance, Common Area or right-of-way or (ii) after the expiration or the termination, regardless of the reason for such termination, of this Lease, to remove (at the Lessee's sole expense) all such personal property (including the Home) from the Site and the Community, without obligation to repair or replace same or for damages incurred as a result of the removal. The Lessee agrees to continue to comply with all terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws, notwithstanding such Lessor actions. The Lessee agrees not to file or place, or permit to be filed or placed, any lien, security interest or encumbrance against the Site, the Lessor's fixtures, equipment or property.

8. LEASE RENEWAL AND LESSEE HOLDOVER

A. **LEASE RENEWAL:** Assuming that the Lessee is, at all relevant times, in compliance with all Lease terms, conditions, duties and obligations, including but not limited to, the payment of all Lease Fees, upon the expiration of this Lease on the Lease Expiration Date, this lease will automatically renew (as amended and with revised Lease Fees), for a twelve (12) month period, with such amended terms and conditions as are provided to the Lessee, in connection with the proposed Lease renewal (subject to any rental rate increases that are provided with the statutory timeline). The proposed amended Lease (and the amended Leasing Guidelines) terms and conditions will be provided to the Lessee not less than thirty (30) days prior to the Lease Expiration Date, except in such instances where a lesser timeline is permitted by local law. If the Lessee rejects the amended Lease, and fails to vacate the Site, and move his/her Home from the Site on or before the Lease Expiration Date, the Lessee will be a "Holdover", and agrees to be bound by and comply with the Lease "Holdover Provisions" in SECTION 8.B. (LEASE "HOLDOVER PROVISIONS") below.

B. LEASE "HOLDOVER PROVISIONS": Lessee agrees to immediately vacate the Site and the Community (and to remove the Home from the Site and the Community and to be solely responsible for all related costs, expenses and fees), on the Lease Expiration Date (unless the Lessee shall have executed an amended Lease, as set forth in SECTION 8.A. (LEASE RENEWAL) herein). Lessee shall immediately reimburse Lessor for, and indemnify Lessor against, all costs, expenses (including legal fees and expenses), fees and damages, which Lessor incurs as a result of Lessee's "Holdover" and delay in vacating the Site and removing the Home (together with all related costs, fees, expenses and damages, including but not limited to, a damage amount equal to double (2x) the Base Site Fee, plus all Lessee Utility Expenses and outstanding Lease Fees. Without waiving the right to evict and remove Lessee, if Lessee does not vacate the Site, and move the Home, by the Lease Expiration Date, Lessee's occupancy of the Site shall be deemed a "month-to-month" tenancy, until Lessor elects to evict and remove the Lessee, subject to all of the Lessee's duties and obligations of this Lease, the Leasing Guidelines and Applicable Laws, except that the monthly Base Site Fee, for the term of the "Holdover", shall be One Hundred Fifty Percent (150%) times the Base Site Fee, plus all Lessee Utility Expenses and outstanding and accrued Lease Fees. The Lessee agrees that, after the Lease Expiration Date, the acceptance by the Lessor of any payment by or on behalf of the Lessee, shall not limit, reduce or restrict the Lessee's liability for the Lessor's costs, fees, expenses (including legal fees and expenses) and damages, or be deemed an accord and satisfaction of the amounts due by Lessee. The Lessee further acknowledges and agrees that the Lessor is not required, in the event that this Lease is terminated, pursuant to the terms and conditions of this Lease, to provide or extend any priority or preference to leasing or renting the Site and/or Home versus any other rental Site or Home that the Lessor may have in its inventory or that is available in the Community.

9. NO UNAUTHORIZED ASSIGNMENT OF LEASE OR TRANSFER OR SALE OF HOME

To the extent allowed by law, the Lessee shall be deemed to be in breach of a material term of this Lease if the Lessee sells, exchanges, transfers or assigns, voluntarily or involuntarily, this Lease and/or any right or interest in the Home or the Site, and the Lessee shall be liable to the Lessor for all fees, expenses (including legal fees and expenses) and damages identified in this Lease and/or related to a sale, exchange, lease or transfer of a home (that intends to stay in the Community) by the Lessee, if made in violation of the terms and conditions of this Lease, unless the Lessor shall approve, in writing and prior to such sale, exchange, assignment, lease or transfer, the new purchaser, exchanger, assignor, lessee or transferor, and enters into a new Lease agreement with such person, with terms and conditions acceptable to the Lessor, in the Lessor's sole discretion. **Nothing in this Lease is intended to prevent or preclude Lessee from Selling their Home, but this Lease does preclude Lessee from Selling their home to someone who intends to live in the Community UNLESS that person is approved by Lessor, and all Lessee fees are paid at time of transfer. Additionally, Lessor shall have the right to match a market rate purchase offer, as set out in this Section 9. THE LESSEE ACKNOWLEDGES AND AGREES THAT THE LESSOR HAS THE RIGHT (AND AUTHORIZES THE LESSOR TO USE THESE LEASE PROVISIONS IN ANY APPLICABLE JUDICIAL ACTION TO ENFORCE THE LESSOR'S RIGHTS) TO REMOVE, OR CAUSE TO BE REMOVED, THE LESSEE'S HOME IN THE EVENT OF A LESSEE CAUSED TERMINATION AND/OR A TRANSACTION THAT DOES NOT COMPLY WITH THE TERMS OF THIS SECTION 9.** The Lessee also agrees that any sale, exchange, transfer or assignment of a home (i) must be made in strict compliance with the terms and conditions herein and in the Leasing Guidelines and (ii) no sale, exchange, transfer or assignment shall be effective, unless the proposed purchaser satisfies the terms and conditions of this Lease, and becomes an approved Lessee and enters into a new Lease agreement (with terms and conditions acceptable to the Lessor) with the Lessor, in the Lessor's sole discretion, or the sale satisfies the Right of First Refusal provisions herein. The Lessee acknowledges and agrees that the Lessee shall be and remain liable for all costs, fees, expenses (including legal fees and expenses) and damages incurred by the Lessor as a result of a breach of the terms and conditions of this SECTION 9. by the Lessee, including but not limited to an amount equal to the remaining maximum allowable amount of the Base Site Fee, plus all Lessee Utility Expenses, outstanding Lease Fees and related fees and expenses (including legal fees and expenses). **THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SUBSEQUENT LEASE OF THE SITE**

AND/OR THE HOME LOCATED THEREON BY THE LESSOR SHALL ONLY RELEASE THE LESSEE FROM LIABILITY AND RESPONSIBILITY OF SUCH AMOUNTS DUE BY THE LESSEE TO THE LESSOR ACTUALLY COLLECTED BY THE LESSOR AND DOES NOT, AND WILL NOT, MITIGATE, RELEASE OR REDUCE ANY OTHER SUCH LESSEE OWED AMOUNT. The Lessee further acknowledges and agrees that the Lessor is not required, in the event that this Lease is terminated, pursuant to the terms and conditions of this Lease, to provide or extend any priority or preference to leasing or renting the Site and/or Home versus any other rental Site/Home that the Lessor may have in its inventory or that is available in the Community.

RIGHT OF FIRST REFUSAL: Lessee hereby grants the Lessor, or its designee, a Right of First Refusal (ROFR) to purchase the Lessee's manufactured Home (the "Home") presently located upon a lot owned by Lessor based on the following conditions.

If, at any time, Lessee receives a bona fide written offer from any unrelated third party or related party to purchase the Home with or without the intent to become a community approved resident or to immediately occupy the Home, and especially a buyer whose intent is to remove the Home from the premises or to market the Home to others with the intent to remove the Home from the premises, Lessee shall deliver a copy of the offer to Lessor not less than 30 days prior to the proposed closing (or not less than 15 days if the Closing is scheduled to be for less than 30 days) of the Home sale, thereby notifying Lessor of Lessee's intent to accept it. For ten (10) business days thereafter, Lessor shall have the right to match the terms of the offer, by providing written notice to Lessee. If Lessor does not elect to match the offer in writing within ten (10) business days, Lessee may then sell the Home to the first offeror, provided the sale is on the exact conditions specified in the proposed sales contract sent to Lessor and subject to the other provisions of the Leasing Guidelines for the community in which the Home is located. Upon completion of the Home sale, Lessee shall provide Lessor with a copy of the Home closing documents, including the purchase agreement and a copy of the title endorsed by Lessee and first offeror. Any deviation from the proposed sale and the actual sale by Lessee shall become a material breach and a lien with a personal guarantee and damages owed by both Lessee and future buyer.

10. LIABILITY, WAIVER AND INDEMNIFICATION

A. **LIABILITY FOR DAMAGE:** All risk of loss from personal injury or property damage (including, but not limited to damages, costs, expenses (including legal fees and expenses, incurred by Lessor as a result of any acts or omissions by Lessee, any Approved Lease Occupant and/or their respective guests or visitors or any other third party) or liability from flooding, any portion of any utility system (other than the Lessor Utility Obligation portion of such utility system), rain, ice or snow (it being the Lessee's sole responsibility to remove all ice and snow on the Site), water, fallen trees and branches, lightning, wind or tornadoes, or other acts of God, fire, pollution, vandalism, terrorism, theft or faulty installation or securing the home on the Site), are hereby assumed by the Lessee, and the Lessee acknowledges and agrees (i) that the Lessor has no duty, responsibility or liability with respect thereto, and (ii) to indemnify and immediately reimburse the Lessor, with respect to any liability, cost or expense (including legal fees and expenses), incurred by the Lessor in connection therewith.

B. **WAIVER BY LESSEE OF LESSOR'S LIABILITY: IN CONSIDERATION OF THE LESSOR ENTERING INTO AND PERFORMING ITS DUTIES AND OBLIGATIONS IN THIS LEASE, AND THE LESSOR GIVING UP ITS RIGHT TO PROCEED IN COURT TO RESOLVE ANY DISPUTE REQUIRED TO BE ARBITRATED (AS THAT TERM IS DEFINED IN SECTION 17.A. IN THIS LEASE), LESSEE HEREBY RELEASES AND WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS ARISING IN, UNDER OR AS A RESULT OF OR IN CONNECTION WITH SECTIONS 2.B., 2.E., AND 2.F. OF THIS LEASE (i) TO BE THE NAMED PARTY IN A CLASS ACTION OR JOIN AS A PARTY TO A CLASS ACTION AGAINST THE LESSOR, (ii) TO BRING A CAUSE OF**

ACTION FOR PUNITIVE DAMAGES AGAINST LESSOR, (iii) TO BRING A CAUSE OF ACTION FOR REIMBURSEMENT OF LEGAL FEES AND COSTS, AND/OR (iv) TO BRING A CAUSE OF ACTION TO INVALIDATE ANY PROVISIONS OF THIS SECTION 10.B. OR THE ARBITRATION PROVISIONS CONTAINED IN SECTION 17.A. HEREIN.

C. **INDEMNIFICATION:** In consideration of the Lessor entering into this Lease and performing its duties and obligations herein, the Lessee acknowledges and agrees that the Lessee shall indemnify Lessor against and hold Lessor harmless from and pay all costs, expenses (including legal fees and expenses), fees, claims or liabilities arising from: (i) Lessee's failure to maintain the Site in good condition and repair; (ii) Lessee's unauthorized use of the Site, the Home and/or the Community; (iii) the actions and conduct of Lessee, the Approved Lease Occupants, their respective guests, agents, contractors and visitors and persons/entities for whom they are responsible; (iv) any noncompliance, breach or default in the performance of Lessee's duties and obligations under this Lease, the Leasing Guidelines and Applicable Laws; and (v) any inaccurate or incomplete information, document or misrepresentation by Lessee under or in connection with this Lease. Lessee agrees to defend Lessor against all such costs, claims and liabilities, at Lessee's expense, with counsel selected by Lessor, at Lessor's sole discretion and election, or to immediately reimburse to Lessor, upon written demand, any such fees, expenses and costs incurred by Lessor in engaging such counsel. The Lessee agrees that the Lessor shall have the absolute right to directly engage such counsel. Lessee agrees to immediately reimburse Lessor for all damages, claims, liabilities, fees and expenses (including legal fees and expenses) incurred by Lessor in connection with any claim or action identified in this **SECTION 10.C.** As used in this **SECTION 10.C.**, the term "Lessee" shall include the Lessee and all Approved Lease Occupants, and their respective guests, visitors, agents, contractors and invitees, and the term "Lessor" shall include the Lessor and the Lessor's employees, agents, contractors, members, owners, directors and contract managers.

D. **SURVIVAL OF INDEMNITY:** The provisions of this **SECTION 10.** shall survive the expiration or termination, regardless of the reason for termination, of this Lease.

11. TERMINATION

A. **CAUSES OF TERMINATION:** Lessor may terminate this Lease, prior to the stated expiration of the Lease Term, upon the occurrence of any of the following:

(i) **FAILURE TO COMPLY:** Immediately, after (i) thirty (30) days' notice, or longer if required by law, to the Lessee, in the event of a breach by the Lessee of any non-monetary duty or obligation under this Lease or the Leasing Guidelines and/or (ii) five (5) days notice to the Lessee, in the event of a breach by the Lessee of any monetary payment duty or obligation under this Lease or the Leasing Guidelines.

(ii) **SALE OF COMMUNITY**: Consistent with Applicable Laws, in the event that Lessor decides to sell the Community or any material part thereof, this Lease shall be terminated unless assigned to successor buyer/owner/lessor, and at their discretion this Lease may be terminated;

(iii) **CONDEMNATION**: Immediately upon Condemnation of the Site or a substantial portion (more than 20%) of the Community; or

(i) **DEATH OF LESSEE:** The Lessee acknowledges and agrees that Lessee's estate shall be responsible for the performance (including the timely payment of all Lease Fees) of all Lessee's duties and obligations herein and Lessee's heir may not unilaterally terminate this lease.

(ii) **BREACH OF BASE HOME OR SITE LEASE:** Immediately, after notice to the Lessee, in the event of a breach by the Lessee of the Base Home Lease or Site Lease.

B. **AUTOMATIC TERMINATION OF THIS LEASE:** Notwithstanding any other term or provision herein to the contrary, subject to Applicable Laws, this Lease shall automatically terminate on the occurrence of any act which affirms the Lessee's intention to terminate this Lease, as provided in this **SECTION 11**, including abandonment, the filing of an eviction detainer action against Lessee, Lessee's filing of a bankruptcy or insolvency action or admitting his/her inability to pay obligations as they come due or a Lessee Caused Termination. In the event of such termination, the Lessor shall have the right, without further notice or approval, to remove the Home, and Lessee shall be responsible for all related costs and expenses (including legal fees and expenses). Lessor's damages for the Lessee's default shall include all damages, costs, expenses (including legal fees and expenses) and fees that Lessor incurs in connection with the filing, commencement, pursuing and/or defending of any action and any dispute, claim, mediation, bankruptcy court or other court or judicial proceeding with respect to this Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Lessee, the pursuing of any action with respect to Lessor's right to possession or use of the Site or the home located thereon, the removal of the home or the enforcement of the Lessor's rights or remedies under or pursuant to this Lease. The Lessee further acknowledges and agrees that the Lessor is not required, in the event that this Lease is terminated, pursuant to the terms and conditions of this Lease, to provide or extend any priority or preference to leasing or renting the Site and/or Home versus any other rental Site/Home that the Lessor may have in its inventory or that is available in the Community.

C. **CUMULATIVE REMEDIES:** Lessor's exercise of any right or remedy shall not prevent it from exercising the same or other rights, interests or remedies and shall not limit or preclude the Lessor from exercising the same or different rights, interests or remedies in the same or different circumstances, and shall not constitute a waiver, limitation or reduction of any of Lessor's rights or remedies, whether currently or in the future.

D. **ACCRUAL OF LEASE FEES:** In the event of the expiration of this Lease, or the termination of this Lease in connection with a Lessee Caused Termination, the Lessee and the Lessor agree that (i) all Lease Fees due and outstanding by the Lessee to the Lessor through and on the date of such expiration or early Lessee Caused Termination, and (ii) all Lease Fees that would have been due from the Lessee to the Lessor, if such early Lessee Caused Termination had not occurred, through the end of the Lease Term, including but not limited to all Base Site Fees (and Holdover fees if the Lessee becomes a Holdover), Lessee Utility Expenses and other Lease Fees due through the end of the Lease Term, shall be immediately due and payable from the Lessee to the Lessor, and the Lessor shall be entitled to utilize all available rights and remedies to collect such amounts, including all fees and expenses (including legal fees and expenses) in connection therewith. The parties further acknowledge and agree that the exercise by the Lessor of any of its rights or remedies identified herein shall not be exclusive, shall not limit or preclude the Lessor from exercising the same or different rights or remedies, in the same or different circumstances, and shall not constitute a waiver, limitation or reduction of the Lessor's current or future rights, interests and remedies. The Lessee further acknowledges and agrees that the Lessor is not required, in the event that this Lease is terminated, pursuant to the terms and conditions of this Lease, to provide or extend any priority or preference to leasing or renting the Site and/or Home versus any other rental Site/Home that the Lessor may have in its inventory or that is available in the Community.

E. **AGREEMENT UPON SALE/ABANDONMENT:** **The Lessee acknowledges and agrees, and directs the Lessor, that (i) if the Lessee sells, leases or otherwise transfers the Home in violation of the terms and conditions of this Lease and/or (ii) abandons the Home, or permits the Home to become (in the reasonable determination of the Community Manager, based upon reasonable facts and circumstances (after not less than thirty (30) days prior written notice to the Lessee), a health and safety risk, the Lessee hereby authorizes and directs the Lessor to (i) take the Home to the dump (at Lessee's sole cost), (ii) demolish the Home, on site, and remove the debris (at**

Lessee's sole cost), or, (iii) sell or dispose of the home in any manner necessary (with any proceeds after expenses and lease fees being returned to the Lessee). The Lessee further acknowledges and agrees that the Lessor shall have no liability for any expenses, fees, property damages or injury caused by such demolition or home move, and the Lessee agrees to indemnify and hold Lessor (and Lessor's employees, agents and contractors) harmless from and against any liability, claim or action related thereto, and agrees to waive any right to participate in or bring any action against the Lessor (or Lessor's employees, agents or contractors) in connection with or relating to Lessor's (or Lessor's employees, agents or contractors) actions herein.

12. CONDEMNATION

If the Site is taken under the power of eminent domain or sold under the threat of that power (referred to herein as "Condemnation"), this Lease shall immediately terminate and the Lessee shall vacate the Site within sixty (60) days, or otherwise pursuant to Applicable Laws, after such Condemnation judgment. In the event of a Condemnation of a significant portion of the Community, Lessor may elect, in its sole and absolute discretion, to terminate this Lease. Lessor may make this election to terminate this Lease by giving the Lessee written notice within thirty (30) days after the Condemnation judgment, and the Lessee shall vacate the Site within sixty (60) days, or otherwise pursuant to Applicable Laws, of such notice. No award for any partial or entire Condemnation of the Site or the Community shall be apportioned, and the Lessee hereby renounces any interest in any award resulting from a Condemnation of all or part of the real property, improvements and business of the Site or the Community. Lessor renounces any interest in any relocation award or personal property compensation or forced relocation of the Lessee's home by a governmental body, unless the Lessee makes a claim against Lessor for a relocation award or property compensation in connection with the displacement.

13. DAMAGE TO SITE, HOME AND PERSONS

To the fullest extent permitted under law, Lessor shall not be responsible for any personal injury to any person, or damage to the Site, home or personal property, as a result of fire, theft, vandalism, terrorism, falling trees/branches, water, rain, ice, sleet, snow, explosion, collision, wind, flooding, lightning, electrical arcing, utility malfunction or overload or any other action, event or act of God. **The Lessor's insurance does not cover your Home, personal property or liability.** The Lessor is not liable, and the Lessee agrees that Lessor shall have no liability, for any and all materials and workmanship to utility system connections or winterizing or frost-proofing of the Home or utility systems or services other than if, and to the extent, expressly provided herein. If the Lessee's home, personal property or other improvements are/become unsafe or destroyed or damaged, so as to be unfit for occupancy or use as contemplated by this Lease, the Lessee shall nonetheless continue to be bound by and satisfy all of the terms and conditions of this Lease, the Leasing Guidelines and Applicable Laws, including but not limited to the payment of the Lease Fees. If the home or other improvement is destroyed, deemed to be uninhabitable or irreparably damaged or becomes a health or safety risk, then it shall be removed promptly from the Community by the Lessee, at the Lessee's sole expense. If the Lessee fails to so remove the home or other improvement, Lessor may, upon written notice to the Lessee, remove the home or other improvement and charge the Lessee for the cost and expense of such removal (including legal fees and expenses), which amount shall be immediately due and payable by Lessee to Lessor.

14. SITE/HOME ENTRY

At all times during the Lease Term, the Lessor and all applicable Utility companies, including their respective agents and employees, shall have the right to enter upon the Site for the purpose of examining and inspecting the Site, conducting utility "reads" and determining whether the Lessee has complied with the terms and conditions of this Lease and the Leasing Guidelines. This provision does not allow Lessor (other than in the event of an emergency) to enter Lessee's home without Lessee's permission.

15. LEASING GUIDELINES

The Leasing Guidelines are attached to this Lease, as **SCHEDULE 15,** and incorporated hereby. Lessee acknowledges and agrees that he/she has received and read the Leasing Guidelines, understands them and has had an opportunity to clarify any questions relating thereto, and agrees to strictly comply with the Leasing Guidelines, and to cause the Approved Lease Occupants, and their respective agents, contractors, invitees and guests to strictly comply with this Lease and the Leasing Guidelines. Lessor reserves the right to alter, add to or amend such Leasing Guidelines, from time to time, but such changes shall not be binding upon Lessee until not less than thirty (30) days written notice of such changes are given to Lessee.

16. DEFAULT AND LEGAL PROCEEDINGS

A. LESSEE BREACH AND LESSEE CAUSED TERMINATION: If Lessee is in noncompliance, breach or default of the Lessee's duties or obligations under this Lease, the Lessee shall reimburse the Lessor, upon written demand, for all costs and expenses (including legal fees and expenses) that the Lessor incurs in connection with the Lessee's noncompliance, breach or default, whether or not any suit, mediation or other judicial proceeding or action is commenced or judgment entered. Lessee shall also indemnify Lessor against and hold Lessor harmless from all costs, expenses, demands and liability Lessor may incur if Lessor becomes or is made a party to any claim or action (i) instituted by, or on behalf of, Lessee against Lessor (unless the Lessee shall prevail in such action, in which case the Lessor shall be responsible for its own legal fees and expenses) or against any third party, or by any third party against Lessee or Lessor, or by or against any person or entity holding any interest under or using the Site by permission from or pursuant to an agreement with Lessee; (ii) for foreclosure of any lien for labor or material furnished to or for Lessee or such other person; (iii) otherwise arising out of or resulting from any act or omission or transaction involving Lessee or such other person; or (iv) necessary to protect Lessor's interest under this Lease in an eviction, bankruptcy or other proceeding. Lessee agrees to immediately reimburse Lessor, upon written demand, for all fees, costs and expenses (including all legal fees and expenses) Lessor incurs in any such proceeding, mediation, claim or action. The Lessee further acknowledges and agrees that the Lessor is not required, in the event that this Lease is terminated, pursuant to the terms and conditions of this Lease, to provide or extend any priority or preference to leasing or renting the Site and/or Home versus any other rental Site/Home that the Lessor may have in its inventory or that is available in the Community.

B. POSSESSION OF SITE: Upon the occurrence of any breach by Lessee, pursuant to the terms herein, or upon a Lessee Caused Termination, Lessor may, at any time thereafter, and in its sole discretion, terminate Lessee's right to possession of the Site by any lawful means, in which case this Lease shall terminate and Lessee agrees to immediately surrender possession of the Site to Lessor, and to move the Lessee's home off the Site. In such event, Lessor shall be entitled to recover from Lessee all accrued and outstanding Lease Fees and fees, expenses (including legal fees and expenses) and damages incurred by Lessor relating to Lessee's breach and/or the Lessee Caused Termination, including, but not limited to any costs or expenses (including legal fees and expenses) Lessor incurs in preserving/maintaining the Site, following such breach and/or termination, the costs (including legal fees and expenses) of recovering possession of the Site, expenses of reletting, including necessary renovation or alteration of the Site, and Lessor's legal fees and expenses incurred in connection therewith.

17. MISCELLANEOUS PROVISIONS

A. LESSOR'S LIABILITY; CERTAIN DUTIES: Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this Lease is limited to Lessor's payments received under this Lease, and neither the Lessor nor its members, directors, partners, shareholders, officer, agents, employees or other principals shall have any personal liability under or pursuant to this Lease. In the event any portion of this subsection is deemed invalid, illegal, or unenforceable, all disputes will be subject to arbitration in any and all instances where the law allows.

B. **SEVERABILITY:** A final non-appealable determination by a court of competent jurisdiction that any provision, term or condition of this Lease, or any part thereof, is illegal or unenforceable shall not cancel or invalidate the remainder of such provision, or any other term or condition of this Lease, all of which shall remain in full force and effect, and shall be interpreted in such a way as to effect the business intentions of the parties hereto.

C. **INTERPRETATION:** The captions of this Lease are to assist the parties in reading this Lease and are not part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.

D. **NO OTHER AGREEMENTS; MODIFICATIONS:** This Lease, together with the Leasing Guidelines, are the only agreements between the parties pertaining to the occupancy and use of the Site and no other agreement, written or verbal, exists or is effective. All amendments to or waivers of this Lease must be in writing and signed by all parties. Unless required by Applicable Laws, no amendment shall be made to the Leasing Guidelines without at least thirty (30) days prior written notice to the Lessee.

E. **NOTICES/CORRESPONDENCE:** Any notice/correspondence that may or must be given by either party under this Lease shall be delivered (i) "personally" (as that term is defined in this paragraph), (ii) by depositing the notice/correspondence, via first class mail, with the United States mail addressed to the party to whom it is intended. Any notice/correspondence given to Lessor or Lessee shall be sent to their respective address set forth in this **SECTION 17.E.** (1) and (2), or to such other address as that party may designate for service of notice/correspondence by a notice/correspondence given in accordance with the provisions of this **SECTION 17.E.** A notice/correspondence sent pursuant to the terms of this **SECTION 17. E.** shall be deemed delivered (a) when delivery is attempted, if personally delivered or (b) three (3) business days after deposit into the United States mail. For purposes of this **SECTION 17.E.**, the phrases "*personally*" and/or *"personally delivered",* shall include the delivery by the Community Manager of any notice/correspondence to the Lessee, by physically attaching (with an adhesive medium) the notice/correspondence to any part of the Lessee's Home.

(1) **LESSEE'S NOTICE ADDRESS.** Notices to Lessee shall be delivered to the Site address identified in this Lease.

(2) **LESSOR'S NOTICE ADDRESS.** Unless the Lessor otherwise directs the Lessee, in writing, all payments of Lease Fees and Lessee communications shall be delivered to the Community Manager, at the Community Manager Office Address.

F. **WAIVER OF LEASE TERM OR CONDITION:** Each and every waiver of a term or condition of this Lease must, if granted, be in writing, and signed by the party granting the limited waiver. Lessor's failure to enforce any provision of this Lease or the Lessor's acceptance of any payment by or on behalf of the Lessee, shall not be a waiver of any other breach or default or requested change, shall not prevent Lessor from enforcing that provision or any other provision of this Lease in the future and shall not be deemed a waiver or an accord and satisfaction. The Lessor may pursue, receive and collect all Lease Fees during the pendency of any action under or pursuant to this Lease, both during the Lease Term and subsequent to the expiration or the termination, regardless of the reason for such termination, of this Lease, and the receipt by the Lessor of any such delinquent Lease Fee shall not constitute a waiver, be deemed to be a waiver, constitute an accord and satisfaction or otherwise affect any such action. No statement on a payment check, or any other form of payment from Lessee, or any

other person or entity, or in any correspondence accompanying a payment check or other form of payment, shall be binding on Lessor, regardless of what is written on such check or other writing, and regardless of whether the Lessor accepts or processes such check. Lessor and the Lessee acknowledge and agree that the acceptance and processing of any such payment or check does not constitute an accord and satisfaction, unless the Lessor agrees, in writing, that such payment or check constitutes an accord and satisfaction and waives Lessor's rights in connection therewith. Lessor may, with or without notice to Lessee, negotiate such payment or check without being bound, on a current and/or future basis, to the conditions of such statement.

G. **BINDING EFFECT:** This Lease binds the Lessor and the Lessee and any party who legally acquires (in strict compliance with the terms and conditions of this Lease) any rights or interest in this Lease, in writing, from Lessor or Lessee. Lessor shall have no obligation to any person or entity, or be required to recognize the rights or interests of any person or entity, unless the rights or interests of such person or entity are acquired in strict compliance with the terms and conditions of this Lease and Applicable Laws. **The Lessee is required, and hereby agrees to advise any potential purchaser of the Lessee's home, of these restrictions and limitations, and to provide a copy of this Lease to, and advise, such potential purchaser that they will not be permitted to remain/live in the Community without a new, executed lease agreement with the Lessor, in the Lessor's sole discretion, as well as the existence of the first right of refusal provision of this Site Lease.**

H. **JOINT AND SEVERAL LIABILITY:** Each person signing this Lease, as a Lessee, shall be jointly and severally liable for all obligations of Lessee, including all Lease Fee payments and performance requirements.

I. **EXECUTION OF LEASE AND COUNTERPARTS:** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. This Lease shall not be binding upon either party until this Lease has been fully executed by both parties, all required Schedules and documents have been attached and a fully executed and completed Lease has been delivered to the Community Manager. **If the Lessee has not fully complied with the foregoing requirements, the Lessee shall be deemed a "Holdover" for purposes of this Lease**.

J. **GOVERNING LAW:** This Lease shall be governed by, and in all respects construed in accordance with, the laws of the State of Ohio.

K. **TIME:** Time is of the essence in, under and for all purposes, terms, conditions, duties and obligations of this Lease.

L. **SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS:** The representations, warranties and covenants of the Lessee, set forth in this Lease, shall continue beyond the expiration or termination, regardless of the reason for such termination, of this Lease.

M. **NO ASSIGNMENT OR TRANSFER:** The Lessee is prohibited from, and agrees not to, assign or transfer this Lease, or any of its rights, duties or obligations, any such assignment or transfer being void and unenforceable. In the event the Community, Home, Site, or property is sold, Lessor shall be permitted to transfer its rights to buyer of same.

N. **ATTORNMENT:** If Lessor's interest in the Site or the Community is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee or purchaser, and such person or entity assumes, in writing, all of the duties and obligations of the Lessor herein, Lessee agrees to attorn to the transferee of or successors to Lessor's interest in the Site or the Community and recognize such transferee or successor as the lessor under this Lease. Assuming that such transferee or successor of Lessor's

interests assumes the Lessor's interests as provided in this **SECTION 17N.**, Lessee waives the protection of any statute or rule of law which gives or purports to give Lessee any right to terminate this Lease or surrender possession of the Site upon the transfer of Lessor's interest.

O. **NO THIRD PARTY BENEFICIARIES:** The parties acknowledge and agree that no third party beneficiaries exist or are created by or in connection with the terms, conditions or operation of this Lease, the Leasing Guidelines or the actions of the Lessor.

18. NOTICES REQUIRED BY APPLICABLE LAW

A. **MEGAN'S LAW:** Lessor warrants that it has disclosed to Resident all notices, if any, received from public officials and or agencies pursuant to Ohio's sex offender law as of the date of this Lease Agreement. The Lessee acknowledges the fact that the Lessor may not be on a list that receives such notices and Lessee agrees to assume the full responsibility to check with the local sheriff's office for additional information. Lessee will rely on Lessee's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Lessor or any of the Lessor's agents and employees.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS LEASE, THE PAMPLET ENTITLED *PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME,* THE FORM ENTITLED *DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED HAZARDS (RENTALS),* AND THE LEASING GUIDELINES, THAT HE/SHE HAS READ AND UNDERSTANDS EACH AND EVERY TERM AND CONDITION OF THIS LEASE AND THE LEASING GUIDELINES, THAT THE TERMS AND CONDITIONS OF THIS LEASE AND THE LEASING GUIDELINES ARE FAIR AND REASONABLE, AS REQUIRED BY THE LANGUAGE IN THIS LEASE, HAS HAD ALL QUESTIONS REGARDING THIS LEASE AND THE LEASING GUIDELINES ANSWERED TO HIS/HER COMPLETE SATISFACTION, AND AGREES TO COMPLY WITH ALL SUCH TERMS AND CONDITIONS AND APPLICABLE LAWS.

AS THE LESSEE, I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE, THE LEASING GUIDELINES AND APPLICABLE LAWS.

LESSEE'S APPROVAL OF LEASE

AFTER A THOROUGH REVIEW OF THIS SITE LEASE AND THE LEASING GUIDELINES, AND THE OPPORTUNITY AND RIGHT TO CONFER WITH LEGAL AND OTHER COUNSEL, I APPROVE THIS SITE LEASE, BY SIGNING IN THE SPACE BELOW.

Lessee: _____
Sign Name

_____
Print Name

_____
Date

Lessee: _____
Sign Name

_____
Print Name

_____
Date

Lessee: _____
Sign Name

_____
Print Name

_____
Date

Lessee: _____
Sign Name

_____
Print Name

_____
Date

Lessor: 3583 Austin, LLC

By:
_____

Date: _____

Authorized Signatory