

ADDENDUM TO LEASE AMENDMENT

On or about July 2, 1992, the Park and the Resident whose name appear below entered into an agreement whereby the Park agreed to amortize over five years, rather than four years, the Section 5.B market rate appraisal adjustment (per Exhibit "A" to the Lease) which became effective on and after September 1, 1992 (based upon the Resident's annual rent adjustment date, as defined in the Lease).

As a result of the above-described amortization, the Resident hereby agrees that the annual rent adjustment in Paragraph 2 of the Amendment to Lease, executed concurrently herewith, will include the additional sum of \$5.00 per month beginning on the Residents' annual rent adjustment date in 1996 and continuing until paid in full, after which date the annual rent adjustment will be determined in accordance with Paragraph 2 of the Amendment to Lease.

If any provision in this Addendum is found by a court of competent jurisdiction to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed stricken and the remainder of this Addendum will continue in full force and effect. This Addendum is being entered into on the condition that (a) the Resident fully performs the provisions of this Addendum, (b) the existence of this Addendum does not disqualify any space in the Park, including developed areas and expansion areas, from continued exempt status under Clause C of Section 8.90.050 of the Mobile Home Park Rent Stabilization Ordinance of the City of San Bernardino, as amended, and under and/or Section 798.15 and 798.17 of the California Civil Code, as amended, and (c) no person files a civil action legally challenging the validity of any Memorandum of Understanding ("MOU"), Amendment to Lease or Addendum to Lease Amendment applicable to any space in the Park, which civil action remains undismissed 30 days after the date the Park notifies in writing, any 2 of the Chairman, Secretary or Treasurer of the Board of Directors of the Mountain Shadows Mobile Home Community Homeowners' Association of the existence of that civil action. If (i) the Resident fails to perform any provision of this Addendum, (ii) the Park loses continued exempt status as to any space in the Park or (iii) any person who is a signatory to any MOU, Amendment to Lease or Addendum to Lease Amendment (or his or her heirs, successors or assigns) files a civil action legally challenging the validity of any MOU, Amendment to Lease or Addendum to Lease Amendment applicable to any space in the Park, which civil action remains undismissed 30 days after the date the Park notifies in writing, any 2 of the Chairman, Secretary or Treasurer of the Board of Directors of the Mountain Shadows Mobile Home Community Homeowners' Association of the existence of that civil action, then this Addendum will automatically become null and void as of the date of the applicable event. In that event, all of the provisions of the Lease, as those provisions existed immediately before entering into this Addendum, will be automatically reinstated, and the rent due thereunder will be automatically reinstated as of the first day of the month immediately following the expiration of 90 days from the date the Park give written notice to the Resident of the nullification and voiding of this Addendum. Any such reinstatement will include, without limitation, the \$55.18 rent increase (\$45.05 for those persons who have elected to

amortize over 5 years, rather than 4 years, the Section 5B market rate appraisal adjustment which became effective on and after September 1, 1992) which was scheduled for annual rent adjustment dates beginning on and after September 1, 1994, and any Capital Improvement Assessment which the Park would otherwise be entitled to collect as of the date of the applicable event.

Any notice required in this Addendum may be given by personal delivery or by first class certified mail, return receipt requested. Where notice to more than 1 person is required, notice will be deemed given as of delivery (including execution of a return receipt) to the first recipient.

Dated: December 9, 1994
(For reference purposes only.)

Mountain Shadows Mobile Home Community Resident(s) Space XXX

By: _____
Resident

Other person(s) who will
reside in the above space: _____
