

MOUNTAIN SHADOWS MOBILE HOME COMMUNITY
4040 E. Piedmont Drive
Highland, California 92346

AMENDMENT TO MOBILE HOME LEASE AGREEMENT
OF
MOUNTAIN SHADOWS MOBILE HOME COMMUNITY

Mountain Shadows Mobile Home Community, Lessor (hereinafter "Park") and those persons listed below as Resident (hereinafter "Resident") agree to the terms and conditions set forth in this Amendment to Mobile Home Lease Agreement ("Amendment") which amends and supplements the long term Mobile Home Park Lease that was entered into pursuant to the terms of Civil Code Section 798.17 dated July 1, 1986 (hereinafter "Lease"), or some date thereafter, Resident having assumed or accepted assignment of the Lease as amended at sometime thereafter.

1. The Lease is amended as follows:

- A. At page 1, the fifth and sixth paragraphs of Paragraph 5.A ("RENT") are deleted in their entirety.
- B. At page 2, subparagraph (4) ("Capital Improvements And Uninsured Losses") of paragraph 5.C ("LESSOR COSTS TO BE PASSED THROUGH TO HOME OWNER"), as amended by the Amendment to Lease effective February 1, 1995, is further amended by adding the following paragraph:

"Notwithstanding anything contained in this subparagraph (4) ("Capital Improvements And Uninsured Losses"), as amended, to the contrary, if all or a substantial part of the Park is damaged or destroyed due to earthquake, fire, flood or other natural disaster or catastrophe, and if the cost of repairs and rebuilding exceeds \$250,000.00 or if, in Park's sole opinion, the balance of the Park is not suitable for a mobilehome park, then the Park may terminate this Lease upon sixty (60) days' written notice to Resident. The Park may exercise this option even if loss to the Park may be covered all or in part by insurance."

- C. The following subparagraphs of paragraph 5.C ("LESSOR COSTS TO BE PASSED THROUGH TO HOME OWNER") of the Lease remain in full force and effect:

- 5.C(1) Government Required Services;
- 5.C(2) Property Taxes;
- 5.C(3) Insurance;
- 5.C(4) Capital Improvements and Uninsured Losses, as amended; and
- 5.C(5) Traffic Control Service.

2. The Amendment to Lease effective February 1, 1995 is amended as follows:

A. At page 2 of 6 (B), "Paragraph 2" of Paragraph 2., as amended by the Amendment to Lease effective November 1, 2000, is deleted in its entirety and the following is inserted:

"Rent adjustments will take effect on the 1st of February of each year (the "annual rent adjustment date") covered by this Lease (except for the rental adjustments based upon increases in government required services and property taxes identified in Paragraphs 5.C(1) and 5.C(2) of the Lease, which shall take effect on 90 days written notice). The rent adjustments will be made up of the sum of (1) those costs described in Paragraphs 5.C(1) through and including 5.C(5) of the Lease, as amended, and (2) the following annual rent adjustments:

February 1, 2012\$25.00 per month;
February 1, 2013\$25.00 per month;
February 1, 2014\$25.00 per month;
February 1, 2015\$25.00 per month;
February 1, 2016\$25.00 per month;

February 1, 2017\$30.00 per month;
February 1, 2018\$30.00 per month;
February 1, 2019\$30.00 per month;
February 1, 2020\$30.00 per month;
February 1, 2021\$30.00 per month;

February 1, 2022\$30.00 per month;
February 1, 2023\$30.00 per month;
February 1, 2024\$30.00 per month;
February 1, 2025\$30.00 per month;
February 1, 2026\$30.00 per month."

This modification and the modification described in subparagraph C. below are intended to, and do, eliminate the formula for calculating any annual rent adjustment based on the sum of any change in the Consumer Price Index plus \$9.70.

B. Except for a rent adjustment based on those costs described in Paragraphs 5.C(1) through and including 5.C(5) of the Lease, as modified by this Amendment, there will be no annual rent adjustments for 2010, pro rated, and 2011. If before signing this Amendment, Resident has paid an annual rent adjustment for 2010 in addition to those costs described in Paragraphs 5.C(1) through and including 5.C(5) of the Lease, as modified by this Amendment, then upon Resident(s) signing this Amendment, the 2010 annual rent adjust shall cease commencing the first day of the month following the month in which Resident(s) signs this Amendment. Costs described in Paragraphs 5.C(1) through and including 5.C(5) of the Lease, as modified by this Amendment, if any, shall not cease and will continue.

C. At page 3 of 6 (B), "Paragraph 4" is deleted in its entirety and the last sentence (carried over from page 2 of 6(B)) of Paragraph 2 is deleted in its entirety.

3. The Amendment to Lease effective November 1, 2000, is amended as follows:

- A. At page 1 of 3, paragraph 1, fourth line, "January 31, 2016" is deleted and "January 31, 2027" is inserted. This extends the guest fee though January 31, 2027.
 - B. At page 1 of 3, paragraph 3, second line, "August 31, 2016" is deleted and "January 31, 2027" is inserted. This extends the Lease expiration date to January 31, 2027.
4. Mountain Shadows Cable T.V. service to the Park will be phased out beginning in 2010. Starting sometime in 2010 -2011, Direct Satellite Service ("DSS") will be available to Mountain Shadows' Residents through the Park's contact with Consolidated Smart Broadband Systems (CSBS). Through DSS, Residents will receive DirectT.V., Inc's ("DirectTV") "Family Plan" program package for \$15 per month for a two (2) year period beginning when DSS to Resident's mobilehome is activated. This monthly charge will be reflected on Residents rental statement as a separate line item.

At the same time DSS is activated and Resident begins receiving DirectTV's "Family Plan" program package and begins incurring the \$15 monthly charge, Resident will also receive from the Park a credit of \$15 per month ("T.V. Credit") on Resident's rental statement. Resident will receive this T.V. Credit for the two (2) year period Resident receives DirectTV's "Family Plan" program package. In addition, Resident at Resident's sole expense may contract directly either with CSBS for additional programming equipment or with DirectTV for any of its other program packages. The Park will provide no credit for any equipment or programming or other services Resident may contract for with CSBS or DirectTV.

At the end of the two (2) year period, the T.V. Credit will stop. If applicable to Resident, Sixty (60) days before Resident's T.V. Credit stops, Resident will be notified that Resident will begin receiving a charge of \$15 per month when Resident's T.V. Credit stops, but that this charge will continue for no longer than one (1) year. After the two (2) year period ends and, if applicable, when the \$15 per month charge stops, DirectTV service to Resident will stop. However, Resident at Resident's sole expense may elect to continue to receive Direct TV's service by contracting directly with CSBS for programming equipment or with DirectTV at DirectTV's normal retail rates for any of its offered program packages.

If Resident at the time of signing this Amendment is receiving DDS service, this paragraph 4 is inapplicable and of no force or effect.

Resident acknowledges, understands and agrees that CSBS at any time has the right to change DSS service providers. It may without notice to the Park change from DirectTV to another DSS service provider. However, at the time of offering this Amendment, the Park is not presently aware of, nor does it presently have reason to believe that CSBS intends to or is contemplating changing from DirectTV to another DSS service provider.

5. This Amendment is a part of the 2010 Homeowner's Package along with the COMMUNITY GUIDELINES dated March 1, 2010, MEMORANDUM OF UNDERSTANDING 2010, INSURANCE INDEMNITY AGREEMENT, RESIDENCY DECLARATION and ACKNOWLEDGEMENT AND RECEIPT. This Amendment it is being entered into on the

conditions that: (1) Resident has read, understood and has signed the COMMUNITY GUIDELINES dated March 1, 2010 (2) Resident has read, understood and has signed the MEMORANDUM OF UNDERSTANDING 2010, (3) Resident has read, understood and signed the INSURANCE INDEMNITY AGREEMENT, (4) Resident has read, understood and signed the RESIDENCY DECLARATION, (5) Resident is not in default of Resident's Lease or in violation of any of the Community Guidelines dated November 1, 2000 and (6) Resident at the time of signing the MEMORANDUM OF UNDERSTANDING 2010 and this Amendment has no accrued unpaid financial obligation(s) to the Park.

6. The effective date of this Amendment is February 1, 2010.

7. All other provisions of the Lease, as amended continue to be valid and binding and in full force and effect.

8. **ALL SIGNATORIES TO THE LEASE MUST SIGN BELOW.**

IN WITNESS WHEREOF, Owner and Resident have executed this Amendment as of the day and year written below.

**MOUNTAIN SHADOWS
MOBILE HOME COMMUNITY**

Date: _____

By: _____
Owner/Authorized Agent

RESIDENT

Date: _____

RESIDENT

Date: _____

RESIDENT

Date: _____

Homesite No. _____