

AGREEMENT FOR USE OF RV SITE

This Agreement is made this ____ day of _____, 20 ____, between MHC TT, Inc., a Delaware corporation (“Company”) and the member or members signing below (collectively, “Members”).

The Company and Members agree as follows:

1. Membership. Members acknowledge that the benefits of this Agreement are only available to members of the Company or one of its affiliates who are current in the payment of their membership fees and annual dues. Members represent that they are members of the Company or one of its affiliates, and that they are current in the payment of their membership fees and annual dues. During the term of this Agreement, Members shall remain current in the timely payment of their membership fees and annual dues.

2. Site. During the term of this Agreement, the Company agrees to allow Members to use Site No. ____ (the “Site”) at the Company’s Verde Valley preserve (the “Preserve”) on the terms set forth herein. The Site is identified on the Site Map attached hereto as Exhibit A and incorporated herein by this reference. Members shall have the right to maintain one recreational vehicle owned by Members (“Member’s RV”) on the Site. The term “recreational vehicle” means motor homes, travel trailers, and 5th wheel trailers. The term “recreational vehicle” does not include truck campers, cab-over campers, tent trailers, pop-up trailers, tents, buses, vans, or converted buses or vans. All recreational vehicles must be new models or be approved in advance by the Company. With the Company’s prior written approval, which may be withheld by the Company in its sole discretion, the term “recreational vehicle” may also include ANSI (American National Standards Industry) recreational park model trailers which (a) contain no more than 400 square feet of gross area measured at maximum horizontal projections, (b) are not longer than 40 feet, (c) are not wider than 12 feet in fully extended condition including slide-outs, if any, and (d) are not higher than 13.5 feet (including roof mounted equipment) measured from the surface upon which the vehicle stands; provided that such park model trailers are purchased from the Company or from a dealership designated by the Company.

3. Occupancy of Members’ RV.

3.1 Notwithstanding a longer term under this Agreement, Members shall only occupy Members’ RV on the Site for the total number of days per year set forth below:
[*check one and initial*]

- _____ a total of 180 days.
Members' Initials
- _____ a total of 210 days. (select locations only)
Members' Initials
- _____ a total of 240 days. (select locations only)
Members' Initials
- _____ a total of 270 days. (select locations only)
Members' Initials
- _____ a total of 300 days. (select locations only)
Members' Initials
- _____ a total of 330 days. (select locations only)
Members' Initials
- _____ a total of 365 days. (select locations only)
Members' Initials

3.2 Members shall use the Site for recreational purposes only, and Members shall not use the Site as a permanent residence. The number of persons occupying Members' RV on the Site at any one time shall not exceed 10. Members may have guests at the Site in accordance with the Company's Member Rules.

3.3 Members can only occupy Member's RV on the Site while the Preserve is open for member use, and Members cannot occupy Member's RV on the Site when the Preserve is closed for member use. The current seasonal operating schedule of the Preserve is attached to this Agreement as Exhibit B and incorporated herein by this reference. The seasonal operating schedule of the Preserve is subject to change from year to year at the sole discretion of the Company.

4. Fees. During the term of this Agreement, Members shall pay the Company an annual fee in the amount of \$_____ per year, plus applicable taxes. The annual fee for the first year is due and payable as follows: (i) \$1,000.00 on the date of this Agreement and (ii) the remaining balance on or before Members begin to occupy Member's RV on the Site. The annual fee for each succeeding year shall be paid in full on or before the first day of each succeeding year.

4.1 If any payment required by this Agreement is not paid before the sixth day after the due date of the payment, Members shall be in default under this Agreement, and the Company will charge and Members shall pay a late fee to cover the Company's cost of processing and collection, as follows: Twenty-Five Dollars (\$25.00) if payment is received within six days after it is due, plus Five Dollars (\$5.00) for each additional day that the payment is delinquent until payment and late fees are paid in full. A charge of Twenty-Five

Dollars (\$25.00) shall be made for each check that is presented by Members and returned unpaid.

4.2 The amount of the annual fee may be increased each year during the term of this Agreement by the greater of (i) the percentage increase in the Consumer Price Index for the calendar year prior to the year for which the increase is being made or (ii) five percent (5%). Consumer Price Index means the consumer price index for all urban consumers in the United States as reported by the United States Department of Labor, Bureau of Labor Statistics. The Company shall give Members written notice of any increase prior to the beginning of each year.

4.3 In addition to the foregoing, Members shall also pay those amounts paid by the Company on Members' behalf in the event that Members' fail to pay when due any charges for which Members are responsible hereunder or otherwise associated with Members' use of the Site (provided, however, that the Company shall have no obligation to pay any such amounts).

4.4 If Members fail to pay any such additional amounts when due, the Company may transfer Site fees paid by Members towards any other charges Members may have incurred, leaving Members with a delinquent Site fee balance.

5. Security Deposit. The Company hereby acknowledges receipt from Members of a security deposit in the amount of \$_____ to secure Members' performance of their obligations under this Agreement. This deposit will be refunded to Members no later than 30 days after the expiration or sooner termination of this Agreement and Members removal of their RV and other property from the Site, unless the Company gives written notice to Members stating that all or part of the deposit is being withheld as a reasonable sum to compensate the Company for (a) Members' default in the performance of their obligations under this Agreement, or (b) repairing damages to the Site caused by Members or their children or guests.

6. Term. The term of this Agreement shall be for a period of _____ (____) year(s), and shall begin on _____, 20____ and end at midnight on _____, 20____, unless sooner terminated as provided in Section 18 below. Upon the expiration of the term, provided that Members are not in default under the terms of this Agreement, Members may enter into a new Agreement for Use of RV Site with the annual fee increased to the fair rental value of the Site and on such other terms as the Company shall determine in its sole discretion.

7. Members' Obligations. During the term of this Agreement, Members agree to each of the following:

7.1 Members shall comply with the Rules and Regulations, a copy of which has been given to Members (the "Rules and Regulations"). The Company shall have the right, in its sole discretion, to add to, modify, or delete Rules and Regulations.

7.2 Members shall comply with the Appearance Standards, a copy of which has been given to Members (the “Appearance Standards”). The Company shall have the right, in its sole discretion, to add to, modify, or delete Appearance Standards.

7.3 Members shall comply with the Company’s Member Rules and the directions of the Preserve Manager and Preserve Staff. The Company shall have the right, in its sole discretion, to add to, modify, or delete Member Rules. Members’ acknowledge receiving a copy of the Company’s Member Rules.

7.4 Members shall keep the Site in a clean and sanitary condition, and keep the area around the Site neat and free of garbage, refuse or waste. The Preserve Manager shall have sole discretion to determine the appropriateness of the appearance of the Site, and Members shall comply with directions of the Preserve Manager regarding the appearance of the Site. If Members fail to do any maintenance work required by this Agreement or by the Rules and Regulations, the Company may notify Members in writing that the work must be done. If Members do not do the work within the time specified after receiving such written notice, the Company may do the work and charge Members for the reasonable costs thereof. The Company shall advise Members in writing of any such charge, which shall be due and payable upon Members’ receipt of an invoice from the Company.

7.5 Members shall connect Members’ RV to the electric, water, and sewer connections for the Site designated by the Company. Members shall not make any alteration to the electric, water, and sewer connections designated by the Company. Members shall not discharge waste water or sewage in any manner except into the waste water/sewer connection designated by the Company.

7.6 Members shall comply with all laws and regulations governing the use and maintenance of the Site.

7.7 Members shall obtain and maintain adequate physical damage insurance covering loss of or damage to Members’ RV and other property on the Site in the amount of the full replacement cost of such property, and Members shall obtain and maintain comprehensive general liability insurance with limits of liability of not less than \$100,000 per occurrence and \$300,000 combined single limit (which insurance will not limit Members’ responsibility to indemnify and hold the Company harmless under Section 19 below). [Note that an RV insurance policy must include “vacation liability” or “full timers” coverage.] Members’ shall provide the Company with proof of such insurance coverage prior to occupancy of the Site.

7.8 Members shall perform all of Members’ obligations under the terms of this Agreement.

7.9 Members shall not intentionally or negligently destroy, deface, damage, impair, or remove any part of the Site, any appurtenances thereto, or any facilities or fixtures relating thereto, and Members shall not permit any member of Member’s family or any guest or other person acting under his or her control to do so.

7.10 Members shall not permit a nuisance or common waste.

8. Improvements. Except as set forth below, Members shall not make any improvements or alterations to the Site without the prior approval of the Company, which may be withheld by the Company in its sole discretion.

8.1 Any proposed improvements to the Site must be requested in writing and a drawing must be submitted to the Preserve Manager for approval. No work shall commence without the Preserve Manager's written approval, which may be withheld by the Preserve Manager in his/her sole discretion. All improvements and/or alterations to the Site made under this Section 8.1 shall become the property of the Company at the expiration or sooner termination of this Agreement.

8.2 With prior written approval from the Preserve Manager, which the Preserve Manager shall not unreasonably withhold, Members may, at their own expense:

(a) Add skirting around the base of Members' RV, provided that the skirting meets the criteria set forth in the Rules and Regulations.

(b) Add an awning and screen room to Members' RV, provided that the awning and screen room meet the criteria set forth in the Rules and Regulations.

(c) Add a storage shed to the Site, provided that the storage shed is not attached to the ground and meets the criteria set forth in the Rules and Regulations.

Upon the expiration or sooner termination of this Agreement, Members shall remove, at their own expense, any skirting, porch or sunroom, and/or storage shed placed on the Site by Members pursuant to this Section 8.2.

9. Utilities. The Company shall provide recreational vehicle hook-ups at the Site for water and 30 or 50-amp electrical service. If the Site has a sewer hook-up, Members may use the sewer hook-up; however, the Company provides no assurance that a sewer hook-up will be available. Initially, Members will not be charged for sewer and water. However, the Company shall have the right to install separate meters for the Site for sewer and/or water and, if it does so, Members shall pay the Company for all sewer and/or water used at the Site as determined by such meters. Members shall pay the Company for all electrical power used by Members. The cost of electric usage shall be determined by a separate meter for the Site or, if a meter is not available, the cost shall be \$_____ per month. The Company shall provide a location for Members to dispose of common household trash. Members shall pay for all other utilities, including without limitation, if available, telephone service, cable TV, internet connections, propane, and waste or trash removal in excess of common household trash. The Company shall not be responsible for any disruption in service resulting from causes beyond the Company's reasonable control.

9.1 Members must maintain and repair all water, gas, electrical and sewage connections, and shall be responsible for any malfunction occurring between the point of connection and Members' RV. The "point of connection" is defined as follows for each such utility: (i) for water, from Member's side of the meter or at the valve, including the connection point; (ii) for electric, from and including the meter box; (iii) for sewer, from Members' side of the hook-up, including the connection point; and (iv) for gas, individual tanks and connections are the sole responsibility of Members.

9.2 If a malfunction is reported with respect to any water, electric, gas and/or sewage connection, the Company reserves the right to inspect said malfunction. If the malfunction is found to be the responsibility of Members and the Company is unable to contact Members with respect to same, the Company may (but shall not be obligated to) repair the same and bill Members for such repairs.

10. Assignment and Subletting. Members shall not transfer or assign this Agreement to anyone. Further, Members shall not sublet or rent the Site to anyone, or allow anyone else to use Members' RV on the Site without the prior written consent of the Company (which may be withheld by the Company in its sole discretion).

11. Taxes.

11.1 The Company shall pay all real property taxes applicable to the Site during the term of this Agreement.

11.2 Members shall pay prior to delinquency all taxes assessed against and levied upon Members' RV and other property located on the Site or elsewhere. Members shall cause their RV and other property to be assessed and billed separately from the Site and other real property of the Company.

11.3 If Members' RV or other property is assessed with the Site or other real property of the Company, Members shall pay the Company the taxes attributable to Members' property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Members' property.

12. Access. The Company reserves the right of access to the Site at any time for the purposes of inspection, repairs, maintenance or improvements, communicating with Members, or any other lawful purpose. However, this provision shall not be construed to impose any duty on the Company to inspect the Site or make repairs.

13. Sale of Members' RV. If Members propose to sell or transfer Members' RV under circumstances where the purchaser or transferee desires that Members' RV remain on the Site, the sale or transfer shall be subject to the Company's prior written approval of the purchaser or transferee as a participant. To be eligible for such approval, the purchaser or transferee must comply with the Company's prequalification procedures and standards, sign a new Agreement for Use of RV Site (with the annual fee at the then market rate), and meet any other conditions and requirements set forth in the Rules and Regulations or Appearance Standards. As an

additional condition to approval, the Company may require reasonable upgrading of the Members' RV and/or the Site to meet the quality standards contained in the Rules and Regulations or Appearance Standards in effect on the date of such proposed sale or transfer. If the provisions of this Section are not complied with, Members must promptly remove Members' RV from the Site and the Preserve upon such sale or transfer.

13.1 The prospective purchaser or transferee must complete the Company's standard application in its entirety and comply with the Company's pre-qualification procedures and standards prior to such sale or transfer, so that background and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application. The Company shall have the right to reject the proposed purchaser or transferee based on the same criteria by which the Company accepts or rejects any other applicant.

13.2 As set forth above, any purchaser or other transferee of title to Members' RV, under circumstances where the purchaser or transferee desires that Members' RV remain on the Site, shall be subject to the Company's prior written approval of the purchaser or transferee. If the provisions of this Section are not complied with, Members must promptly remove Members' RV from the Site and the Preserve upon such sale or transfer.

14. Surrender of Site. Upon the expiration or sooner termination of this Agreement, Members shall immediately quit and surrender the Site to the Company, and Members shall remove their RV and other property from the Site. The Site shall be returned to the Company in the same condition as received by Members, except for reasonable wear and tear, and Members shall be responsible for any restoration or repair that is necessary to return the Site to such condition.

Further, if Members move to a different site with the approval of the Preserve Manager, Members shall remove their RV and other property from the Site and return the Site to the Company in the same condition as received by Members. If Members do not leave the Site in the same condition as received, Members will be charged no less than two hundred dollars (\$200.00) for Company personnel to restore the Site to its original condition.

15. Holding Over. If Members remain in possession of the Site beyond the expiration of the term of this Agreement, without the written consent of the Company (which may be withheld by the Company in its sole discretion), the Company may pursue all rights and remedies available to the Company; and in addition, the Company may also recover from Members an amount equal to twice the annual fee payable hereunder, computed and prorated on a daily basis for each day Members remain in possession.

16. Removing Members' RV. If Members' RV is a park model unit, Members must give the Company written notice at least thirty (30) days, and again at least forty-eight (48) hours, before Members propose to move such park model unit out of the Preserve. The Company has the right to supervise the removal of such park model unit. The Company may prescribe

reasonable instructions concerning removal of such park model unit in order to protect the Preserve's facilities and/or safeguard other units, and Members must comply with any such instructions. If the Company and Members agree that the Company shall remove Members' RV, that agreement must be in writing, must state the charges for such services and must be signed by the Company and Members.

17. Abandoned Property. If Members' RV or other property is left unattended for more than 30 days without payment of the required fees and utility expenses, the Members' RV or other property shall be deemed abandoned by Members. If Members' RV or other property is deemed abandoned by Members under this Section, the Company shall have the right to remove Members' RV and other property from the Site to a storage facility. The Company will then send a final bill for payment due to Members and if such bill is not paid within 30 days after the date of the bill, the Company will be entitled to enforce its lien rights and conduct a lien sale of Members' RV and other property. Members will be responsible for all costs of removal, storage and sale, and the Company will have the right to reimbursement from the proceeds of any such sale for all such costs paid or incurred by the Company. In the alternative, if Members' RV or other property is deemed abandoned by Members under this Section, the Company may have Members' RV or other property removed from the Preserve by a towing service.

18. Default and Remedies.

18.1 The following events shall be events of default under this Agreement:

- (a) Members' failure to pay in a timely manner the annual fee required by Section 4 or any other amount due under this Agreement.
- (b) Members' failure to remain current in the timely payment of their membership fees and annual dues.
- (c) Members' failure to comply with the Rules and Regulations, the Company's Member Rules, or the directions of the Preserve Manager and Preserve Staff.
- (d) Members' failure to perform any of their other obligations under the terms of this Agreement.

18.2 In the event of a default by Members, the Company shall be entitled to all remedies provided in this Agreement, including without limitation the right to immediately suspend all membership privileges of Members, terminate this Agreement and pursue all other remedies that are provided by law or equity. In the event of a default by Members, the Company shall have the right to immediately terminate this Agreement by giving written notice of termination to Members. In such event, this Agreement shall terminate on the day designated in the notice of termination and without regard to the expiration of the period for which the annual fee has been paid. If apportionment of the annual fee is necessary, the annual fee will be prorated by dividing the annual fee by the number of days in the year.

18.3 If Members RV is being purchased by Members pursuant to a conditional sales contract between Members and the Company, and Members agree that a default under the terms of such conditional sales contract shall be a default under the terms of this Agreement which shall allow the Company to terminate this Agreement as provided in this Section 18.

19. Indemnification. The Company is not liable for injury to any person, or for loss or damage to any property (including Members' property) occurring in or about the Site from any cause whatsoever. Members agree to jointly and severally indemnify the Company against and hold the Company harmless from any and all loss, damage, liability and expense (including reasonable attorneys fees and other costs incurred in connection with defending any claim) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property (including Members' property) arising out of the use of the Site by Members, or caused by or resulting from any act or omission of any third party (including criminal acts) or any act or omission of the Company occurring in or about the Site, unless due to the Company' gross negligence or willful misconduct. The indemnification provided for in this Section 19 shall survive the expiration or sooner termination of this Agreement.

20. Damage by Casualty. In the event the Site is damaged or destroyed by fire, the elements, or other casualty, this Agreement shall terminate immediately, and Members' sole remedy shall be to receive the proceeds from the insurance policies maintained by Members pursuant to Section 7.7 above.

21. Time of Essence. Time is of the essence of this Agreement and all provisions in which performance is a factor.

22. Benefit. The covenants and conditions herein contained, subject to provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assignees of the parties hereto.

23. Notices. All notices to be given hereunder shall be in writing and delivered personally, sent by electronic transmission, or mailed by prepaid certified or registered U.S. mail, return receipt requested, to a party at its address set forth on page 12 hereof or to such other address as the party shall specify by written notice so given, and shall be deemed to have been given as of the date so delivered, transmitted, or mailed.

24. Nature of Interest. This Agreement constitutes a contractual right to use the Site on the terms and conditions set forth herein. This Agreement does not convey any interest in, is not secured by, and does not entitle Members to any recourse against any real property of the Company.

25. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the use of the Site by Members, and it supersedes and replaces all prior agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject hereof, to induce them to execute this Agreement, and acknowledges that they have not executed this

Agreement upon any such promise, representation, or warranty not contained herein. No language or provision contained in this Agreement shall be interpreted either for or against any party by virtue of the fact that any party or any party's attorney drafted such language or provision.

26. Arbitration. Any dispute or claim arising out of this Agreement shall be settled by binding arbitration in accordance with the provisions of the Federal Arbitration Act (99 U.S.C. Section 1 et seq.) and the rules of the American Arbitration Association. Arbitration proceedings shall be commenced by the delivery by either party to the other of written notice demanding arbitration. The controversy or claim shall be decided by a single arbitrator. If the parties are unable to agree upon an arbitrator within 20 days, the parties shall ask the American Arbitration Association to provide a list of three arbitrators. Each party shall, within 10 days of receipt of such list, strike one arbitrator, and the person remaining on the list shall serve as the arbitrator. Any arbitration hearing shall be held in the County and State in which the Preserve is located, unless the parties agree otherwise. Any award rendered by arbitration shall be final and binding on the parties and judgment thereon may be entered by any court of competent jurisdiction.

27. Attorneys Fees. In the event either party commences arbitration or litigation to enforce or declare the meaning of any provision of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs.

28. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Preserve is located. In the event of any action brought to enforce or declare the meaning of this Agreement, venue shall be in the County and State in which the Preserve is located.

29. Special Membership Privileges. While Members are occupying the Site pursuant to the terms of this Agreement, Members shall not be entitled to any special membership privileges at the Preserve, including without limitation, the special membership privileges included in a Platinum Membership Contract Addendum, a Platinum Plus Membership Contract Addendum, a VIP Membership Contract Addendum or Elite Connections Membership Contract Addendum.

(Signatures on next page)

Executed on the day and year first above written.

Company

MHC TT, Inc., a Delaware corporation

By _____

Its _____

Company's Address:

6400 E. Thousand Trails Rd. spc 16

Cottonwood, AZ 86326

Company's Telephone Number:

928-634-8158

Company's Fax Number:

928-567-6542

Members

(Signature of Member)

(Print name of Member)

(Signature of Member's Spouse)

(Print name of Member's Spouse)

Members' Address:

Members' Telephone Number:

Members' Fax Number:



Exhibit A

Site Map showing location of Site

Exhibit B

Seasonal Schedule for Preserve