

EXTENDED STAY MEMBERSHIP AGREEMENT

Extended Stay Membership Agreement made this ____ day of _____, 20__, between the legal entity indicated below (“TTNLT”) and the member or members signing below (collectively, “Members”).

Thousand Trails, LP, a Delaware limited partnership

National American Corporation, LP, a Delaware limited partnership

Leisure Time Resorts, LP, a Delaware limited partnership

TTNLT and Members agree as follows:

1. Membership. Members acknowledge that the benefits of this Agreement are only available to members of TTNLT who are current in the payment of their membership fees and annual dues. Members represent that they are members of TTNLT 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, Members shall have the right to use one of the campsites (the “Site”) at TTNLT’s Verde Valley Preserve (the “Preserve”) on the terms set forth herein. The specific Site shall be designated by the Preserve Manager. Members shall have the right to maintain one recreational vehicle owned by Members (“Members’ RV”) on the Site. The term “recreational vehicle” means motor homes, travel trailers, 5th wheel trailers, truck campers, cab-over campers, and converted buses or vans, but does not include park model trailers which are not easily movable.

3. Occupancy of Members’ RV. 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 _____. Members may have guests at the Site in accordance with the Rules and Regulations for TTNLT’s Extended Stay Program, which are attached to this Agreement as Exhibit A and incorporated herein by this reference (the “Rules and Regulations”). Members shall not be allowed to access the Site during periods when the Preserve is closed to members.

4. Fee. During the term of this Agreement, Members shall pay TTNLT the fee set forth below:

\$350 per month, plus applicable taxes, in advance.

\$_____ for the entire Season (as defined in Section 5), plus applicable taxes, which shall be paid in full on the date of this Agreement.

If the fee is payable monthly, the monthly fee for the first month shall be paid in full on the date of this Agreement, and the monthly fee for each succeeding month during the term hereof shall be paid in full on the same day of each succeeding month. A late fee equal to ten percent (10%) of the amount past due shall be added to any payment that is not made within 10 days after its due date, unless previous arrangements have been made between TTNLT and Members. A charge of \$25 shall be made for each check that is not honored by the bank. All payments are to be made to TTNLT at the Preserve.

5. Term. The term of this Agreement is set forth below:

\$_____ the term shall commence on the date of this Agreement and continue on a month-to-month basis for not more than a maximum of six consecutive months, unless sooner terminated as provided in Section 13 below.

\$_____ the term shall begin on _____, 20__ and continue until _____, 20__ (the "Season"), unless sooner terminated as provided in Section 13 below.

The term of this Agreement shall not, under any circumstances, exceed six consecutive months or the length of the Season, whichever is applicable. After the termination of this Agreement, Members shall not be allowed to stay at any TTNLT preserve for a period of 30 days under the Member Work Program, the Extended Stay Program or On-site Storage Program. In addition, after the termination of this Agreement, Members shall not be allowed to enter into a new Extended Stay Membership Agreement or On-Site Storage Agreement at the Preserve for a period of six months.

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

6.1 Members shall comply with the Rules and Regulations. TTNLT shall have the right, in its sole discretion, to add to, modify, or delete Rules and Regulations.

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

6.3 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.

6.4 Members shall connect Members' RV to the electric, water, and (if available) sewer connections for the Site designated by TTNLT. Members shall not connect their RV to an electric, water or sewer connection other than the connections designated by TTNLT, and Members shall not make any alteration to the electric, water, and sewer connections provided by TTNLT. Members shall refrain from discharging wastewater or sewage in any manner except into the waste water/sewer connection (if available) designated by TTNLT or into an authorized pump-out station.

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

6.6 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 \$500,000 combined single limit (which insurance will not limit Members' responsibility to indemnify and hold TTNLT harmless under Section 14 below). Members shall provide TT with evidence that they have such insurance coverage by giving TT a copy of the declarations page for the policies or other evidence of coverage reasonably satisfactory to TTNLT.

6.7 Members shall perform all of Members' obligations under the terms of this Agreement.

6.8 Members shall not assign this Agreement, rent the Site, or allow anyone else to use the Site without the prior written consent of TTNLT (which may be withheld by TTNLT in its sole discretion).

6.9 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.

6.10 Members shall not permit a nuisance or common waste.

7. Improvements. Members shall not make any improvements or alterations to the Site without the prior approval of TTNLT, which may be withheld by TTNLT in its sole discretion. Any proposed improvements to the Site must be requested in writing and a drawing must be submitted to TTNLT for approval. No work shall commence without TTNLT's consent and written approval, which may be withheld by TTNLT in its sole discretion. All improvements and/or alterations to the Site made under this Section 7 shall become the property of TTNLT at the expiration or sooner termination of this Agreement.

8. Utilities. TTNLT shall provide water and electric hook-ups at the Site for Members' RV. If the Site has a sewer hook-up, Members may use the sewer hook-up; however, TTNLT provides no assurance that a sewer hook-up will be available. Members will not be charged for water or the sewer hook-up (if available). Members shall pay TTNLT 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 \$ N/A per month. If a sewer hook-up is not available, TTNLT may provide honey wagon service, at the Members' expense, or the Members may be required to use an authorized pump-out station. TTNLT shall provide a location for Members to dispose of common household trash. Members shall pay for all other utilities, including without limitation cable TV (if available), propane, and waste or trash removal in excess of common household trash. TTNLT shall not be responsible for any disruption in service resulting from causes beyond TTNLT's reasonable control.

9. Taxes.

9.1 TTNLT shall pay all real property taxes applicable to the Site during the term of this Agreement.

9.2 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 TTNLT.

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

10. Access. TTNLT 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 TTNLT to inspect the Site or make repairs.

11. Surrender of Site. Upon the expiration or sooner termination of this Agreement, Members shall immediately quit and surrender the Site to TTNLT, and Members shall remove their RV and other property from the Site and from the Preserve. The Site shall be returned to TTNLT 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.

12. Holding Over. If Members remain in possession of the Site beyond the expiration of the term of this Agreement, with the written consent of TTNLT (which may be withheld by TTNLT in its sole discretion), Members shall remain bound by all of the covenants and agreements herein and the fee payable under Section 4 hereof shall be \$ 350 per month.

13. Default and Remedies.

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

- (a) Members' failure to pay in a timely manner the fee required by Section 4 or the utility expenses required by Section 8.
- (b) Members' failure to remain current in the timely payment of their membership fees and annual dues.
- (c) Members' failure to comply with applicable law, the Rules and Regulations, TTNLT'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.

13.2 In the event of a default by Members, TTNLT shall be entitled to all remedies provided in this Agreement, including without limitation the right to immediately suspend all membership privileges of Member, terminate this Agreement and/or pursue all other remedies that are provided by law or equity. In the event of a default by Members in the payment of the monthly fee or utility expenses, or a default by Member under Section 6.4, TTNLT shall have the right to terminate this Agreement on five days advance written notice of termination. In the event of any other default by Members, TTNLT shall have the right to terminate this Agreement on 30 days advance written notice of termination. In either 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 fee under Section 4 has been paid. If apportionment of the fee is necessary, the fee will be prorated on an equitable basis as determined by TT in its sole discretion.

13.3 If Members' RV or other property is left unattended for more than 30 days without payment of the required fee 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, TTNLT shall have the right to remove Members' RV and other property from the Site to a storage facility. TTNLT 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, TTNLT will be entitled to enforce its lien rights (including without limitation the lien rights granted under California Civil Code Sections 3068, et. seq., and 3071), and conduct a lien sale of the Members' RV. Members will be responsible for all costs of removal, storage and sale, and TTNLT will have the right to reimbursement from the proceeds of any such sale for all such costs paid or incurred by TTNLT. In the alternative, if Members' RV or other property is deemed abandoned by Members under this

section, TTNLT may have Members' RV or other property removed from the storage yard by a towing service.

14. Indemnification. TTNLT 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 agrees to jointly and severally indemnify TTNLT against and hold TTNLT 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 TTNLT occurring in or about the Site, unless due to TTNLT's gross negligence or willful misconduct. The indemnification provided for in this Section 14 shall survive the expiration or sooner termination of this Agreement.

15. 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 7.6 above.

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

17. 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.

18. 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 8 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.

19. Nature of Interest. This Agreement constitutes a contractual license 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 TTNLT.

20. 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.

21. 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 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.

22. 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.

23. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of 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 in which the Preserve is located, and the parties hereby agree to the jurisdiction of the courts in the county in which the Preserve is located.

The right of cancellation set forth on the next page applies only to this agreement and if Members exercise the right of cancellation, Members' original membership contract shall continue in full force and effect.

(Signatures on Next Page)