

**HAVASU SHORES RV RESORT COOPERATIVE
MEMBERSHIP PURCHASE AGREEMENT**

This Membership Purchase Agreement (the "Agreement"), dated _____ 20__, is by and between _____, hereinafter the "Buyer", and Havasu Shores RV Resort Cooperative, an Arizona non-profit corporation, hereinafter the "Cooperative". The terms not otherwise defined herein, shall have the meanings ascribed to such terms in the Bylaws of the Cooperative, a copy of which is attached hereto and incorporated herein by reference as **Exhibit "A"**.

**ARTICLE 1
RECITALS**

WHEREAS, the Cooperative is the owner of all membership interests in the Cooperative, which owns the property known as Havasu Shores RV Resort (the "Project").

WHEREAS, the Cooperative desires to sell _____ membership(s) in the Cooperative (the "Membership(s)") and Buyer desires to purchase such Membership(s).

WHEREAS, Buyer shall execute a Proprietary Lease for space number _____ the "Space") at Closing.

WHEREAS, the parties understand that approval of Cooperative is required for the transfer of each membership, that no membership will be transferred until such time that the Cooperative is in receipt of \$_____ in deposits from prospective members, that each transfer is subject to the Cooperative Documents, including, but not limited to, the Cooperative's Articles of Incorporation, Bylaws, and Proprietary Lease.

WHEREAS, Buyer acknowledges that, except as expressly set forth in this Agreement, Cooperative has made no representations or warranties to Buyer regarding the Spaces, the operation thereof, or any matters related thereto.

WHEREAS, Cooperative hereby agrees to sell, assign and convey to Buyer and Buyer hereby agrees to purchase and accept from Cooperative all of Cooperative's right, title and interest in and to the Membership allocable to the Space, **AS IS, WHERE IS AND WITH ALL FAULTS.**

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 2
PURCHASE PRICE**

Section 2.1 **Purchase Price.** The purchase price (the "Purchase Price") for the Membership in Space No. _____ is \$_____.

Section 2.2 **Deposit.** If not previously delivered, simultaneous with the execution and delivery of this Agreement, Buyer shall pay a deposit (the "Deposit") in the amount of \$500.00, by either personal check or a bank wire transfer of immediately available funds to an account designated by Escrow Agent to be held by Escrow Agent as provided below. Except as expressly provided herein, the Deposit is refundable to Buyer.

Section 2.3 **Balance Due at Closing.** The balance of the Purchase Price due at Closing shall be made payable to Escrow Agent at least three (3) business days in advance of the scheduled Closing Date.

ARTICLE 3 CLOSING AND TRANSFER OF MEMBERSHIP

Section 3.1 **Closing.** The close of escrow (the "Close of Escrow" or "Closing") shall be held on the date that is ten (10) days following the Escrow Agent's receipt of \$_____ in deposits from prospective members (the "Closing Date"), at the office of Escrow Agent, or such other place as selected by the Cooperative and reasonable prior notice of which is given to Buyer, **time being of the essence with respect to Buyer's obligations to satisfy the conditions for Closing and Closing obligations including, without limitation, those set forth herein.** Upon Close of Escrow, the Membership(s) shall be transferred on the books of the Cooperative.

Section 3.2 **Closing Deliveries.** On or before the Closing Date as required by this Agreement the parties shall make the deliveries specified in this Section 3.2.

(a) Cooperative's Deliveries. The Cooperative shall:

- (i) with respect to each Space purchased under this Agreement, deliver an original Membership certificate (the "Certificate") of the Cooperative for the Membership allocable to such Space duly endorsed for transfer to Buyer. Escrow Agent shall deliver the Certificate to Buyer upon Closing;
- (ii) for each Space, execute and deliver an original counterpart signature page of the proprietary lease (the "Proprietary Lease") in the form attached hereto as **Exhibit "B"**; and
- (iii) for each Space, execute and deliver an original counterpart signature page of the memorandum of lease (the "Memorandum") in the form attached hereto as **Exhibit "C"**. Escrow Agent shall record a fully executed copy of the Memorandum upon Closing.

(b) Buyer's Deliveries. The Buyer shall:

- (i) deliver such documents as requested by Escrow Agent needed for Buyer to take ownership of the Membership(s) in Buyer's chosen capacity;
- (ii) at least three (3) business days in advance of the scheduled Closing Date deliver to Escrow Agent in immediately available funds an amount equal to the balance of the Purchase Price due at Closing;
- (iii) for each Space, execute and deliver an original counterpart signature page of the Proprietary Lease; and
- (iv) for each Space, execute and deliver an original counterpart signature page of the Memorandum. Escrow Agent shall record a fully executed copy of the Memorandum upon Closing.

Section 3.3 **Closing Expenses**. At the Closing, and only at the Closing, in addition to any other expenses specified in this Agreement, Buyer shall be responsible for the payment of (a) Escrow Agent's expenses in the amount of \$250, and (b) a fee in the amount of \$1,495.00 which is included in and paid out of the Purchase Price to Horizon RV Development, LLC, a Delaware limited liability company (the "Consultant"), for marketing, selling documentation and legal expenses. Except as expressly provided herein, the Cooperative and Buyer each shall be responsible for the payment of their respective expenses in negotiating and carrying out their respective obligations under this Agreement including, without limitation, the costs of counsel and all other expenses relating to this Agreement.

Section 3.4 **Private Bulk Sale of Spaces**. This Agreement is not, and shall not be construed as, an offer or a solicitation for an offer relating to a proposed public offering of the Memberships or the Spaces. This Agreement shall not constitute a private bulk sale of the Spaces by Cooperative to Buyer.

ARTICLES 4 ESCROW PROVISIONS

Section 4.1. **Escrow Instructions**. By its execution hereof, Pioneer Title Agency, 72 South Lake Havasu Ave., Lake Havasu City, Arizona 86403, Attn. Kathy Lambert, (the "Escrow Agent"), shall accept the Deposit contemplated herein. The Deposit shall be held by the Escrow Agent, in trust, on the terms hereinafter set forth.

The Escrow Agent shall deliver the Deposit to Cooperative or to Buyer, as the case may be, under the following conditions.

- (a) To Buyer, if at any time prior to the Closing Date, Buyer notifies Cooperative and Escrow Agent in writing that it is terminating this Agreement;
- (b) To Cooperative on the Closing Date, provided, Closing shall occur pursuant to the Agreement;
- (c) To Cooperative following Cooperative's delivery of written demand therefor ("Cooperative's Demand for Deposit") to Buyer and Escrow Agent stating the Closing Date expired and that Buyer defaulted in the performance of Buyer's obligation to timely close under this Agreement and the facts and circumstances underlying such default. Notwithstanding, the Escrow Agent shall not honor such demand until more than five (5) business days after the delivery of Cooperative's Demand for Deposit, and thereafter, shall not honor such demand if the Escrow Agent shall have received a "Notice of Objection" (as hereinafter defined) from Buyer within such five (5) business day period;
- (d) To Buyer following Buyer's delivery of written demand therefor ("Buyer's Demand for Deposit") to Cooperative and Escrow Agent stating the Closing Date expired and that Cooperative has defaulted in the performance of any of Cooperative's obligations under this Agreement and the facts and circumstances underlying such default. Notwithstanding, the Escrow Agent shall not honor such demand until more than five (5) business days after the delivery of Buyer's Demand for Deposit, and thereafter, shall not honor such demand if the Escrow Agent shall have received a Notice of Objection from Cooperative within such five (5) business day period;
- (e) Within two (2) business days of the receipt by a party of either a Cooperative's Demand for Deposit or a Buyer's Demand for Deposit, as applicable, the other party shall have the right to object to the delivery of the Deposit by sending written notice (the "Notice of Objection") of such objection to the Escrow Agent and other party, which Notice of Objection shall be deemed null and void and ineffective if such Notice of Objection is not received by the Escrow Agent within the time periods prescribed in the foregoing sub-sections of this Agreement. Such notice shall set forth the basis for objecting to the delivery of the Deposit;
- (f) In the event the Escrow Agent shall have received the Notice of Objection with the time periods prescribed above, the Escrow Agent shall continue to hold the Deposit until (a) the Escrow Agent receives written notice from Cooperative and Buyer directing the disbursements of the Deposit, in which case the Escrow Agent shall then disburse the Deposit in accordance with such joint direction, or (b) in the event of litigation between Cooperative and Buyer, the Escrow Agent shall deliver the Deposit to the clerk of the court in which said litigation is pending, or (c) the Escrow Agent takes such affirmative steps as the Escrow Agent may, at the Escrow Agent's option elect, in order

to terminate the Escrow Agent's duties including, but not limited to, depositing the Deposit in the Superior Court for Mohave County, Arizona, and bringing an action for interpleader, the costs thereof to be borne by whichever of Cooperative or Buyer is the non-prevailing party;

- (g) The duties of the Escrow Agent are only as herein specifically provided, and Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence as long as the Escrow Agent has acted in good faith. The Cooperative and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder; and
- (h) Upon making delivery of the Deposit in the manner herein provided, the Escrow Agent shall have no further liability hereunder.

The Escrow Agent shall either execute this Agreement or indicate in writing that it has accepted the role of Escrow Agent pursuant to this Agreement which in either case will confirm that the Escrow Agent is holding and will hold the Deposit in escrow, pursuant to the provisions of this Agreement.

ARTICLES 5 REPRESENTATIONS AND WARRANTIES

Section 5.1. **Representations and Warranties by Buyer.** Buyer makes the following representations and warranties for the benefit of Cooperative, each of which is true and correct as of the date hereof:

- (a) Authority; Binding on Buyer; Enforceability. If Buyer is a limited liability company, partnership, corporation or other entity, it shall be duly organized, validly existing and in good standing. Buyer has all company, partnership, corporate or other, as applicable, powers necessary for the making and performing of this Agreement and for carrying on the business now conducted or proposed to be conducted by Buyer. Buyer has taken all company action required to execute, deliver and perform this Agreement as well as all documents required to be executed and delivered by Buyer hereunder, and to make all of the provisions of this Agreement the valid and enforceable obligations they purport to be and has caused this Agreement to be executed by a duly authorized officer of Buyer. All consents and approvals by any third party required to be obtained by Buyer in order for Buyer to be authorized to enter into and consummate this Agreement, have been obtained by Buyer and no further third party approvals or consents are required for Buyer to consummate this transaction;
- (b) Conflict with Existing Laws or Contracts. Execution and delivery of this Agreement and all related documents, and performance of the obligations

hereunder and thereunder by Buyer do not conflict with any provision of any law or regulation to which Buyer is subject, conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which Buyer is bound or any order or decree applicable;

- (c) Legal Actions. There are no judgments, orders or decrees of any kind against Buyer unpaid or unsatisfied of record, or any legal action, suit or other legal or administrative proceeding pending which has, or is likely to have, any material adverse effect on (i) the business or assets or the condition, financial or otherwise, of Buyer or (ii) the ability of Buyer to perform its obligations under this Agreement. There are no (x) judgments, orders, decrees or consent agreements of any kind against Buyer or any of its principals unpaid or unsatisfied of record which prohibit any of them from offering or selling real estate or interests therein or shares or interests in cooperative or condominium units, homeowner's association, planned unit development, similar interests or securities, or (y) any legal action, suit or other legal or administrative proceeding or investigation pending or threatened which does or may prohibit any such offers or sales by any of them or which alleges any violations of the (or similar statutes of the United States or other state) by any of them; and

- (d) Construction Activities. Buyer represents, accepts, agrees and acknowledges that Consultant is contractually obligated pursuant to that certain Consultant Agreement (the "Consultant Agreement") between the Cooperative and Consultant attached hereto as **Exhibit "D"**, to consult and advise the Cooperative in development and construction of the Project.

Section 5.2. **Representations and Warranties by Cooperative**. Cooperative makes the following representations and warranties for the benefit of Buyer, each of which is true and correct as of the date hereof; provided, however,

- (a) Cooperative is, and shall at closing be, the sole owner of the Memberships with the full right and power to sell and assign them;

- (b) Cooperative will not at closing be indebted for labor or materials which might result in the filing of a notice of mechanics lien against the Project;

- (c) To the best of Cooperative 's knowledge, Cooperative has not and will not use the Project or the Space therein in any manner which would violate any laws or ordinances;

- (d) Cooperative is unaware of any violations issued by Mohave County or Lake Havasu City against the Project;

- (e) The Membership and Proprietary Lease will, at Closing, be free and clear of liens (other than the Cooperative's general lien on the Memberships under the Cooperative Bylaws attached as **Exhibit "A"** hereto), encumbrances and adverse interests (individually, a "Lien" and collectively "Liens") caused by or arising out of Cooperative's actions or the actions of Cooperative's contractors or agents, or Cooperative will deliver to Buyer's at closing all requisite terminations, releases and/or satisfactions executed in form suitable for filing and/or recording, so as to remove of record, at Cooperative's expense, any Liens attributable to Cooperative's actions;
- (f) Cooperative has not entered nor will it enter into and has no actual knowledge of any agreement (other than the Proprietary Lease or Memorandum) affecting the use and/or occupancy of the Project which would be binding on or adversely affect Buyer; and
- (g) Cooperative shall maintain general liability insurance on the common areas of the Project and Spaces that are not sold to a member of the Cooperative.

Section 5.3 **Assessments.** All assessments due will be prorated by Escrow Agent at the Close of Escrow based upon the actual number of days in the month in which the Close of Escrow occurs. Notwithstanding anything to the contrary contained herein, Cooperative makes no representation or warranty with respect to any possible increase of assessments, the amount of any current assessment(s), any possible increase of assessment(s) or imposition of new assessment(s).

Section 5.4 **Breach of a Representation or Warranty.** If at or prior to the Closing, (A) Buyer shall become aware (whether through its own efforts, by notice from Cooperative or any of Cooperative's affiliates or otherwise) that any of the representations or warranties made in this Agreement by Cooperative are untrue, inaccurate or incorrect, or the breach of any agreement by Cooperative herein and Buyer has given Cooperative notice thereof at or prior to the Closing, or (B) Cooperative notifies Buyer that a representation or warranty made herein by Cooperative is untrue, inaccurate or incorrect or Cooperative has breached an agreement herein, then Buyer may elect by, notice to Cooperative, to (1) postpone the Closing for up to ten (10) days in order to permit Cooperative to cure or correct such untrue, inaccurate or incorrect representation or warranty and cure the breach, as the case may be, (2) take no action and proceed to Closing in which event Buyer shall be deemed to have waived any such breach, or (3) may terminate this Agreement and receive as liquidated damages the Deposit in accordance with Section 9.2.

ARTICLE 6

INTENTIONALLY OMITTED

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.1 **Assignment**. Buyer shall not assign the Buyer's rights under this Agreement without Cooperative's prior consent, which may be withheld in the sole discretion of Cooperative. Any approved assignment by Buyer of its rights under this Agreement shall not affect, authorize or allow withdrawal of or require repayment of the Deposit to Buyer or its assignee, and the Deposit shall remain and be held by Escrow Agent subject to the rights of Cooperative and to the terms relating to the Deposit as provided for in this Agreement. Notwithstanding the foregoing, Buyer may assign Buyer's rights under this Agreement without Cooperative's consent to any entity that is controlled or owned by Buyer or is controlled by the same parties as Buyer (which entity shall be included in the term "Buyer" as used herein), provided that the assignee has the financial ability to assume such obligations and the assignee expressly assumes by written instrument all of Buyer's obligations arising under this Agreement. As an express condition to any assignment, any such assignee of Buyer shall expressly assume by written instrument all of Buyer's obligations arising under this Agreement, and Buyer shall not be released of Buyer's liability under this Agreement upon any such assignment. Further, upon such assignment, any required notices to Buyer shall continue to be made only to Buyer at the addresses set forth in this Agreement or such changed addresses as Buyer may inform Cooperative, and nothing shall require or obligate Cooperative to give any assignee of this Agreement any notice herein.

Section 7.2 **Entire Agreement**. This Agreement and the Exhibits attached hereto constitute the entire agreement between Cooperative and Buyer, supersedes in full all prior agreements, written or oral, if any, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Project other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Cooperative or Buyer unless in writing and signed by both Cooperative and Buyer.

Section 7.3 **Headings**. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

Section 7.4 **Binding Effect**. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 7.5 **Time of Essence**. Time is of the essence in each and every provision of this Agreement. Buyer and Cooperative hereby waive any so-called

“thirteen day notice” cancellation provision, which may be contained in any Escrow Agent's standard printed form escrow instructions.

Section 7.6 **Unenforceable or Inapplicable Provisions**. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein.

Section 7.7 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

Section 7.8 **Applicable Law**. This Agreement shall be construed under and in accordance with the internal laws of the State of Arizona without regard to principles of conflicts of laws.

Section 7.9 **Attorneys' Fees**. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover and the court is specifically empowered to award reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

Section 7.10 **Authority**. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

Section 7.11 **Further Assurances**. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Cooperative and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Cooperative or Buyer, or their respective counsel, may reasonably require in order to affect the intents and purposes of this Agreement.

Section 7.12 **Time Periods**. Unless otherwise expressly provided herein, all periods for delivery or review and the like shall be determined on a “calendar” day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Arizona, the time therefor shall be extended to the next business day.

Section 7.13 **Interpretation**. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

Section 7.14 **No Third Party Beneficiary**. The provisions of this Agreement are for the exclusive benefit of the Cooperative and Buyer hereto and no other party shall have any right or claim against the Cooperative and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Cooperative and Buyer hereto, or either of them.

Section 7.15 **Provisions to Survive Closing**. Any and all of the provisions of this Agreement, which require or provide for the performance or liability of either party hereto following the Closing shall survive the Closing and the delivery of the membership(s) to Buyer.

Section 7.16 **Use of Proceeds to Clear Title**. To enable Cooperative to make conveyance as herein provided, Cooperative may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Project is located.

Section 7.17 **Non-Binding Until Fully Executed**. This Agreement shall not be deemed binding until fully executed by Cooperative and Buyer.

Section 7.18 **Maintenance of Resort**. From the Opening of Escrow through the Close of Escrow: (i) Cooperative shall not commit waste to the Project, (ii) the Project shall be operated, managed and maintained in a reasonable, professional and prudent manner, and kept in reasonably good condition at all times, and (iii) Cooperative shall comply with all of the obligations of landlord under the Proprietary Lease and with all other agreements and contractual arrangements affecting the Project by which Cooperative is bound.

Section 7.19 **Public Report**. Buyer acknowledges that the transaction contemplated by this Agreement is exempt from the Arizona subdivision public report requirements of Arizona Revised Statutes § 32-2181, et seq.

ARTICLE 8 INTENTIONALLY OMITTED

ARTICLE 9 TERMINATION AND REMEDIES

Section 9.1. **Termination.** This Agreement may be terminated as set forth in Sections 4.1 or 5.4.

Section 9.2. **Effect of Termination; Remedies.** In the event of a termination of this Agreement by Cooperative, this Agreement shall become void and of *no* force or effect and there shall be *no* liability on the part of any party hereto under this Agreement, except those matters specifically stated to survive a termination of this Agreement; *provided, however,* that in the event this Agreement is terminated by Cooperative as a result of any uncured breach by Buyer, the Deposit may be retained by Cooperative as Cooperative's sole remedy and as full, complete, liquidated damages, the parties hereto having concluded that a precise measure of damages for such a termination will be difficult to calculate and determine. Buyer acknowledges that such amount constitutes a fair and reasonable amount, of damages in the circumstances; that the entire Deposit is "at risk" and agrees not to challenge the fairness of such amount as liquidated damages. In the event of a termination of this Agreement by Buyer, this Agreement shall become void and of no force or effect and there shall be no liability on the part of any party hereto under this Agreement, except those matters specifically stated to survive a termination of this Agreement; *provided, however,* in the event the Agreement is terminated by Buyer as a result of an uncured breach by Cooperative, the Deposit shall be returned to Buyer as Buyer's sole remedy hereunder, provided further, however, that Buyer is not then in default hereunder.

ARTICLE 10 NOTICES

Section 10.1 **Notices.** No notice or other communication shall be deemed given, unless given in the manner and to the Persons specified in this Article 10. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by registered or certified mail (return receipt requested), (ii) when delivered, if delivered personally, or (iii) on the date after dispatch, if sent by overnight mail or overnight courier to:

COOPERATIVE:

Havasu Shores RV Resort Cooperative, an Arizona non-profit corporation
ATTN: Anthony Caputo
9 Bradford Vistas
Fletcher, NC 28732

With a copy to:
Warner Angle Hallam Jackson & Formanek, PLC
James Valletta, Esq.
2555 E. Camelback Road, Suite 800

Phoenix, AZ 85016

BUYER:

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice demand, request, consent, approval, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication. Any party may change its address for notices by notice theretofore given in accordance with this Section. Any notice given by Buyer to Cooperative, or by Cooperative to Buyer, shall also be given to the following persons:

ESCROW AGENT:

**ARTICLE 11
DISCLOSURE**

Buyer(s) understand they will not receive a recorded interest in the Project owned by the Cooperative other than the recordation of the Memorandum. In lieu thereof, the Cooperative shall indemnify the Buyer(s) in any action that Buyer(s) Membership in the Cooperative as set forth in the Articles of Incorporation, Bylaws, this Agreement, and Proprietary Lease is at issue including costs, attorneys' fees and damages.

The indemnification herein shall not apply to enforcement of this Agreement, the Bylaws or Proprietary Lease by the Cooperative.

[Signature Page Follows]

DATED this _____ day of _____, 20__.

COOPERATIVE:

Havasu Shores RV Resort Cooperative,
an Arizona non-profit corporation

By: _____

Title: _____

BUYER:

By: _____

Name: _____

Its: _____

Space # _____

Exhibit "A"
Cooperative Bylaws

[See attached]

Exhibit “B”

Proprietary Lease

[See attached]

Exhibit “C”

Memorandum of Proprietary Lease

[See attached]

Exhibit “D”
Consultant Agreement

[See attached]