

MOBILE HOME RENT TO OWN AGREEMENT

Lot #17 _____

Names: _____

Date: 12/18/2015 _____

THIS MOBILE HOME RENT TO OWN AGREEMENT (Agreement) is entered by and between the undersigned "Tenant" and Petersburg MHP, LLC ("Company") effective upon the full execution and delivery of this Agreement.

Whereas, Tenant has entered into a Mobile Home and Lot Lease Agreement (Home Rental Agreement) as Tenant by and between the Tenant and the Company; and

Whereas, the entry of the Tenant into the Home Rental Agreement qualifies the Tenant to participate in the Mobile Home Rental To Own Program offered by the Company under which the Tenant earns "MH Purchase Credit (MHPC)" that can be used toward the purchase the home being rented under the Home Rental Agreement upon the terms and conditions set forth herein; and

Whereas, the parties hereto agree to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Award of MHPC's to Tenant:** The Company agrees to provide the Tenant a non-transferrable MHPC in the amounts determined as set forth herein, which can be used for the down payment or full payment to purchase the home which is subject to the Home Rental Agreement. The estimated purchase price for the home which is subject to the Home Rental Agreement is \$ 11,700. This is an estimate only and may be adjusted by the Company.
2. **MHPC's Accumulate, No Cash Value, Non-transferrable:** Accumulated MHPC's may be redeemed only as provided for herein by the Tenant that has not defaulted under the Home Rental Agreement at time of redemption. A MHPC has no cash value and is of "ZERO CASH VALUE" and is non-transferrable.
3. **Amount of MHPC:** The amount of the MHPC (s) accumulated for the Tenant shall be equal to a sum the equivalent to the total of :
 - a) 100 percent of the qualifying Home Rent paid by the Tenant under the Home Rental Agreement to rent the Home only during the term of the Home Rental Agreement. "Qualifying Base Rental Value" is the monthly rent amount provided for in the Home Rental Agreement for the mobile home only, which is paid timely before the 5th of each month. That portion of the monthly rent for the lot subject to the Home Rental Agreement is not included in calculating the qualifying base rent. The Tenant shall earn a MHPC for each qualifying monthly amount paid timely. The MHPCs earned shall accumulate throughout the term of the Home Rental Agreement; and
 - b) One half of any Security Deposit paid by the Tenant as Tenant under the Home Rental Agreement; and
 - c) Any pet deposit paid by the Tenant as Tenant under the Home Rental Agreement, but only if the Tenant purchases the Home which is subject to the Home Rental Agreement
 - d) Upon written request by Tenant verification of the amount of MHPC earned to date shall be provided, subject to termination of MHPC pursuant to the terms set forth herein.
4. **Requirement that you Remain Current on Home Rental Agreement or loss of MHPC:** To earn or retain any MHPC the Tenant must not default under the Home Rental Agreement. A default under Home Rental Agreement shall terminate any MHPC's accumulated under this Agreement at the time of the default.
5. **Redemption of MHPC.** MHPC's may be redeemed by the Tenant at any time prior to the expiration or termination of the Home Rental Agreement. To redeem the MHPC the Tenant shall notify the Company of their desire to redeem the MHPC and have it apply as the down payment or total purchase price of the home that they desire to purchase. Upon the closing of the purchase the home by the Tenant, the Company agrees to provide the amount of MHPC's accumulated by the Tenant to the Company as payment toward the purchase price of the home.
6. **Termination of all MHPC not redeemed.** Any and all MHPC's that the Tenant may be eligible for or may have accumulated expire upon the expiration of or termination of the Home Rental Agreement. The Tenant may terminate this Agreement without penalty by voluntarily surrendering any MHPC earned to date.
7. **Entire Agreement.** This Agreement contains all of the understandings relating to MHPCs and the parties obligations in connection therewith and neither the Company nor any agent or representative of the Company has made or is making, and the Tenant in executing and delivering this Agreement is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Agreement. All understandings and agreements, if any, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses the agreement of the parties.

Tenant Initials

[Signature]

MAO

Manager Initials

[Signature]

8. **No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Agreement or to exercise any election in this Agreement shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party to be charged.
9. **Cumulative Rights.** The parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
10. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the address of the home subject to the Home Rental Agreement and if to the Company, at the park manager office or this address:
[REDACTED]. Either party may change such addresses from time to time by providing notice as set forth above.
11. **Headings.** The headings of the sections of this Agreement are for convenience only and are not to be considered in construing said sections.
12. **Agreement to Arbitrate:** Any and all other disputes between Tenant and the Company shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other Account or agreement you have or had with us. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. **CLASS ACTION WAIVER.** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TENANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. **Your Right to Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate. **Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.
13. **Miscellaneous:** This Agreement shall be governed by the laws of the State of Virginia. Tenant acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.
14. **Legal Fees.** In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

IN WITNESS WHEREOF the undersigned have executed this Agreement the Date and Year noted below and acknowledge receipt of this document.

Date: 12-18-15

Company Name: Petersburg MHP, LLC

By: _____

Title: Manager [REDACTED]

[REDACTED]

Tenant

[REDACTED]

Tenant

Date: 12-18-15

Date: 12-18-15

Tenant Initials [Signature]

[Signature]

Manager Initials [Signature] 2