

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into as of August 12, 2010 by and between Mission Valley Village Mobilehome Association, Inc. ("HOA") and the individuals who are members of the Class (as defined in Paragraph 7 of this Agreement) (such members of the Class are jointly, severally and collectively referred to as "Settling Residents"), on the one hand, and ASN Mission Gorge LLC ("ASN") and Newport Pacific Capital Company, Inc. ("Newport") on the other hand.

RECITALS

WHEREAS, on behalf of the Settling Residents, the HOA filed the representative action described as *Mission Valley Village Mobile Home Association, Inc. v. ASN Mission Gorge LLC, Newport Pacific Capital Company, Inc.*, San Diego Superior Court Case No. 37-2010-00090665-CU-BT-CTL (hereinafter the "*Mission Valley Village Action*");

WHEREAS, in the *Mission Valley Village Action*, the HOA alleged that it was formed to pursue and protect the legal rights of its members, as well as the rights of all homeowners, residents, and occupants of the 119 lots located at Mission Valley Village Mobilehome Park ("Park") located at 6950 Mission Gorge Road in San Diego, California;

WHEREAS, in the *Mission Valley Village Action*, the HOA asserted that ASN and Newport violated the legal rights of the current and former homeowners and residents of the Park under the Mobilehome Residency Law, other related laws and regulations, and other causes of action, resulting in current and future damages as more fully alleged in its Complaint;

WHEREAS, ASN and Newport deny, and continue to deny, the allegations asserted against them in the *Mission Valley Village Action*;

WHEREAS, as of the time of this Agreement, ASN plans, but has no obligation, to close the Park and has not yet served the formal six-month notice of termination of tenancy ("Six-Month Notice") pursuant to California Civil Code Section 798.56(g)(2);

WHEREAS, ASN commissioned the preparation of a Relocation Impact Report ("RIR") related to the closure of the Park, which was approved by the San Diego Housing Commission ("SDHC") on July 15, 2008 and approved by City Council on December 2, 2008, with certain enhancements to the RIR confirmed in memoranda from the SDHC dated December 1, 2008 ("the December 1, 2008 Memorandum") and dated December 12, 2008 ("the December 12, 2008 Memorandum");

WHEREAS, the parties have entered into the settlement described herein after extended negotiations and the assistance of a mediator, and the foregoing parties desire to enter into this Agreement to resolve their disputes fully as to the Settling Residents, to confirm the legal rights of the Settling Residents, to clarify the size, calculation, and timing of payment of the relocation benefits owed by ASN and Newport, to provide for certain payments in full settlement and discharge of all claims by the HOA and Settling Residents against ASN and Newport as described in Paragraph 10, to provide for a full and complete release of all such claims as described in Paragraph 10, and to buy their peace and avoid further litigation and legal fees;

WHEREAS, nothing in this Agreement settles, resolves, or otherwise would effectuate a waiver of any claims by any former homeowners or residents of the Park ("Group Two" claims);

WHEREAS, each party to this Agreement has freely and voluntarily entered into such settlement;

Therefore, the HOA, Settling Residents, ASN and Newport agree as follows:

PAYMENTS

1. For the purposes of this Agreement, "Settling Resident" has the same meaning as "Resident," as defined in Paragraph 7. ASN's obligation to pay relocation benefits to each Settling Resident will be triggered once ASN serves the formal Six-Month Notice of Park closure, and only if the Settling Resident is in Good Standing (hereinafter defined as being a Settling Resident who is a party (or, collectively, the individuals who are parties) with a tenancy in the Park under a rental agreement and/or who has the right to occupy a mobilehome on a space within the Park pursuant to that rental agreement). Each Settling Resident in Good Standing will receive a lump-sum payment of relocation benefits based on the rent differential for 84 months and other miscellaneous benefits as provided for herein. All checks will be issued to the Settling Resident(s) in Good Standing named in the rental agreement on a per-household basis.

a. If ASN issues the Six-Month Notice for a park closure date occurring on or before **March 31, 2012**, Settling Residents will be entitled to the following lump-sum payment per household:

Table 1

Coach Size	Amount
1 Bedroom Coach	\$30,000
2 Bedroom Coach	\$48,000
3 Bedroom Coach	\$89,000
4 Bedroom Coach	\$121,000

If ASN issues the Six-Month Notice for a park closure date occurring at anytime on or after **April 1, 2012**, Settling Residents will be entitled to the following lump-sum payment per household:

Table 2

Coach Size	Amount
1 Bedroom Coach	\$32,000
2 Bedroom Coach	\$51,000
3 Bedroom Coach	\$93,000
4 Bedroom Coach	\$126,000

b. The figures in Tables 1 and 2 are intended by the parties to be fixed forever, are not subject to cost-of-living, present value, and/or any other adjustments, and will not increase or decrease over time. The parties have also confirmed and agreed on the number of bedrooms for each existing mobilehome in the Park, which are provided in Exhibit A.

c. Each Settling Resident in Good Standing has the option to either: (i) remove his or her mobilehome at his or her own expense and retain ownership of said mobilehome, or (ii) convey title to the mobilehome free and clear to ASN, at which time ASN will be responsible for removing the mobilehome at its own expense. For each Settling Resident that elects to convey title to the mobilehome free and clear to ASN, ASN will pay to that Settling Resident an additional \$2,000 (the "Title Compensation").

d. For each Settling Resident in Good Standing, ASN will pay for modifications to accommodate an individual with disabilities within an apartment unit to which he or she moves to the extent that (1) such modifications are part of the mobilehome as of the earlier of (A) the date ASN issues the Six-Month Notice or (B) the date the Settling Resident in Good Standing executes a Termination of Tenancy Agreement pursuant to paragraphs 2 or 5, and (2) the owner of the apartment unit would be required to make such modifications at the request and expense of the Settling Resident in Good Standing pursuant to the Fair Housing Act. ASN will not pay for modifications to an apartment unit or otherwise that are the responsibility of the owner of the apartment unit.

2. After the Six-Month Notice has been issued, ASN will make payments to each Settling Resident in Good Standing in the following manner:

a. Within seven (7) days after the Settling Resident in Good Standing executes and delivers to ASN a Termination of Tenancy Agreement (in the form attached hereto as Exhibit B), ASN will pay each Settling Resident in Good Standing an advance payment of \$5,000. The balance of the relocation benefit (i.e., the total amount due as described under Paragraph 1) less any advance payment will be paid within seven (7) days following the date the Settling Resident in Good Standing has vacated the Park, provided written notice to ASN of same, and provided ASN with a physical address for the receipt of such payment. The term "vacate" for the purposes of this Agreement means that the Settling Resident in Good Standing has signed a Termination of Tenancy Agreement and either: (1) the Settling Resident in Good Standing has physically moved him or her self and his or her mobilehome, appurtenances and personal property from the Park, or (2) the Settling Resident in Good Standing has physically moved him or her self and all personal property from the Park and conveyed free and clear title to his or her mobilehome to ASN. Once the Resident vacates the Park, no further monthly rent is due.

b. The parties agree that ASN's obligation to make payments within seven (7) days does not accrue until the Settling Resident in Good Standing has vacated the Park, provided written notice to ASN of same, and provided ASN with a physical address for the receipt of such payment. Thereafter, the parties agree that ASN will have effectively made its payment to a Settling Resident as of the date of certified mailing of such payment to the physical address provided by the Settling Resident.

3. On and after the date ASN issues the Six-Month Notice, ASN shall offer to each Settling Resident in Good Standing the services of a relocation consultant selected by ASN who will, at ASN's direct cost, provide services to the Settling Residents in Good Standing in the form of (1) identifying replacement housing, (2) coordinating moving arrangements, and

(3) coordinating necessary handicap modifications, as applicable. For each Settling Resident that accepts ASN's offer of relocation assistance, ASN's obligation to pay the relocation consultant shall not exceed \$3,500 per each Settling Resident in Good Standing.

4. Each Settling Resident in Good Standing will have a first right ("First Right"), to lease an apartment unit ("Unit") that will be part of the new multi-family rental apartment complex that ASN proposes to build on the property on which the Park is now located ("New Project"). Each Settling Resident in Good Standing will have an opportunity to select the type of Unit (that is, number of bedrooms and market-rate or affordable rent) (in each case, a "Unit Type") and his or her First Right will apply to that Unit Type on a "first-come, first served" basis with respect to any other Settling Residents in Good Standing who select the same unit type, subject to availability. Any Settling Resident in Good Standing who desires to lease a Unit within the New Project must satisfy ASN's standard requirements for prospective tenants, which may include, among other things, satisfaction of conditions relating to credit-worthiness, criminal background, and payment of an application fee, security deposit and other charges. In addition, any Settling Resident in Good Standing who desires to lease an affordable Unit must satisfy, among other things, moderate or low income requirements and other requirements adopted by the SDHC and other applicable governmental agencies and by ASN, as may be necessary to implement the requirements of SDHC and other applicable governmental agencies.

5. a. Early Terminations of Tenancy: As a concession to certain Settling Residents in Good Standing who, for hardship or other personal reasons, may wish to vacate the Park before ASN issues its Six-Month Notice, ASN agrees to pay an advance payment of \$5,000 to each such Settling Resident in Good Standing once the Settling Resident in Good Standing signs a Termination of Tenancy Agreement (in the form attached hereto as Exhibit B) and either: (1) the Settling Resident in Good Standing has physically moved him or her self and his or her mobilehome, appurtenances and personal property from the Park, or (2) the Settling Resident in Good Standing has physically moved him or her self and all personal property from the Park and conveyed free and clear title to his or her mobilehome to ASN. ASN will pay the balance of the relocation benefit to such Settling Resident in Good Standing (i.e., the total amount due as described under Paragraph 1, less such advance payment) within seven (7) days after the Six-Month Notice has been issued. Once the Resident vacates the Park, no further monthly rent is due.

b. If any Settling Resident in Good Standing fails to fully vacate the Park (as defined in Paragraph 2) on or before the "Date of Closure" (defined as six months after the Six-Month Notice of Park closure pursuant to California Code of Civil Procedure Section 798.56(g)(2)), then the relocation benefits payable under this Agreement to the Settling Resident in Good Standing shall be reduced by an amount based on the number of days after the Date of Closure that the Settling Resident in Good Standing vacates the Park. The amount of the reduction shall equal \$500 if the Settling Resident in Good Standing vacates the Park on the first day after the Date of Closure. The amount of the reduction shall be \$500 for each day thereafter (e.g., \$1,000 if the Settling Resident in Good Standing vacates the Park on the second day after the Date of Closure, \$1,500 if the Settling Resident in Good Standing vacates the Park on the third day after the Date of Closure, etc.). These amounts shall be deducted from the total amount calculated under Paragraph 1 for such Settling Resident in Good Standing. The parties agree that the provisions of this Paragraph 5.b. do not extend the time under any rental agreement to occupy a mobilehome on a space within the Park and that any Settling Resident that fails to vacate the Park by the Date of Closure is subject to legal action for ejectment or unlawful detainer.

c. If ASN fails to pay a Resident in Good Standing the total amount due within seven (7) days following the date the Settling Resident in Good Standing has vacated the Park, provided written notice to ASN of same, and provided ASN with a physical address for the receipt of such payment by certified mail, ASN shall pay to the Settling Resident an additional amount based on the number of days after the expiration of the seven (7) day period that ASN makes such payment to the Settling Resident. The additional amount of payment shall equal \$500 if ASN makes such payment on the eighth day after the Settling Resident vacates the Park. The additional amount of payment shall be \$500 for each day thereafter (e.g. \$1,000 if ASN makes the payment on the ninth day after the Settling Resident vacates the Park, \$1,500 if ASN makes the payment on the tenth day after the Settling Resident vacates the Park, etc.).

RIGHTS TO RELOCATION BENEFITS

6. ASN agrees that the Settling Residents in Good Standing have a right to sell their mobilehomes prior to the issuance of the Six-Month Notice and that the new owner who purchased a mobilehome from a Settling Resident in Good Standing will be entitled to the relocation benefits and assistance provided for herein as though they were the Settling Resident, provided that the prospective purchaser is in Good Standing and in compliance with California Civil Code section 798.74. ASN also agrees that an heir/estate/trust who inherits a mobilehome from a Settling Resident in Good Standing will be entitled to the relocation benefits and assistance provided for herein as though they were the Settling Resident, provided that the heir/estate/trust is in Good Standing and in compliance with California Civil Code section 798.78.

CLASS CERTIFICATION

7. The parties agree that a defined class (the “Class”) will be conditionally certified for settlement purposes. The parties agree that the Class will be defined as: “All Residents in the mobilehome park known as Mission Valley Village Mobilehome Park (‘Park’) on or after April 26, 2010. ‘Resident’ means an individual who is a party (or, collectively, the individuals who are parties) with a tenancy in the Park under a rental agreement and/or who has the right to occupy a mobilehome on a space within the Park pursuant to that rental agreement.” The Class will include, without limitation, the individuals identified as current Residents of the Park on the attached Exhibit A.

The Parties stipulate, for purposes of this settlement, that: Plaintiff has standing to act as class representative and has a common interest with the homeowners and residents of the Park regarding the matters settled herein; the homeowners and residents of the Park are so numerous that joinder of them would be impracticable; Plaintiff has and will fairly and adequately represent the interests of the homeowners and residents of the Park; Plaintiff’s interests are coincident with, and not antagonistic to, those of the homeowners and residents of the Park; Plaintiff has retained counsel who are competent and experienced in the prosecution of complex actions such as this action and that Plaintiff’s counsel should be appointed class counsel; this action meets the requirements of Code of Civil Procedure section 382 and is superior to any other available method to ensure the fair and efficient adjudication of this controversy because it will permit a large number of similarly-situated persons to prosecute and resolve their claims efficiently and without duplication of effort and expense that dozens of multiple individual actions would entail.

The Parties shall submit this Agreement to the Court in support of Plaintiff's request for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. The Parties agree to cooperate in obtaining preliminary approval and make reasonable and good faith efforts to obtain preliminary approval as soon as the Court's calendar will permit. The Parties shall jointly apply to the Court for an entry of a preliminary approval order that will accomplish the following: (a) Schedule a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, should be finally approved as fair, reasonable and adequate as to the Class Members; (b) Preliminarily certify the class for purposes of settlement; (c) Approve as to form and content the proposed Notice to the settlement class; (d) Direct the mailing of the Notice by first class mail to the Class Members; (e) Preliminarily approve the settlement subject only to the objections of Class Members and final review by the Court; and (f) Preliminarily approve costs of administration payable to Gilardi & Co. in an amount not to exceed \$2,500.

The parties agree that Gilardi & Co. shall serve as the notice administrators and ASN and Newport shall be responsible for the cost of notice, not to exceed \$2,500. Such notice shall be limited to first class mail, with forwarding address requested if necessary, and posting at the Park management office and clubhouse. The Residents shall have thirty (30) days from the date of mailing and posting at the Park to opt out of the Class. The parties will meet and confer to agree on the form and content of the Notice to the Class. Further, by the date of the hearing for the preliminary approval of the class settlement, counsel for the HOA agrees to deliver signature pages to this Agreement signed by all of the members of the HOA's Board of Directors. The parties further agree that, upon the date the Court signs one or more orders certifying the Class and approving this settlement with respect to the Class (the "Court Approval"), all members of the Class will also be bound by the terms of this Agreement.

CONDITIONS TO EFFECTIVENESS OF AGREEMENT

8. The obligations of Plaintiff, ASN and Newport under this Agreement are conditioned upon the occurrence of each of the following: (1) the parties prepare and file the Class Stipulation; (2) counsel for the HOA delivers signature pages to the Agreement for all of the members of the HOA's Board of Directors by the date of the Court's preliminary approval hearing; (3) no more than four Resident households of the 70 Resident households opt out of the Class; and (4) final Court Approval occurs on or before May 31, 2011 or as soon as possible thereafter subject to the Court's availability. ASN and Newport may, in their sole and absolute discretion, waive (in whole or in part), or extend the deadline for, any of the conditions set forth in this Paragraph 8, provided that such waiver must be in writing.

SPACE RENT & OTHER OBLIGATIONS

9. Each Settling Resident will continue paying the current space rent of \$775 until the date on which the Court Approval occurs (the "Court Approval Date"). Once the Court Approval occurs, ASN will pay to each Settling Resident a refund equal to \$50 per month from September 1, 2010 until the Court Approval Date. After the Court Approval Date, the monthly space rent charged to each Settling Resident will be reduced to \$725 and the monthly space rent will remain unchanged until December 31, 2020. Thereafter, monthly space rent may be increased or decreased based on market rental rates for mobilehome spaces effective January 1, 2021. If any Settling Resident signs a Termination of Tenancy Agreement and vacates the Park, then ASN shall have the right to increase or decrease the monthly space rent for that space based on market rental rates for mobilehome spaces.

MUTUAL RELEASES

10. For and in consideration of the foregoing payment(s), and for and in consideration of other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties do hereby for themselves (and their respective past, present and future conservators, trusts, trustees, trustors, estates, receivers, administrators, predecessors, parent and subsidiary and affiliate organizations and insurers, representatives, successors, partners, joint venturers, members, managers, investors, owners, principals, shareholders, officers, directors, employers, employees, agents, servants, assigns, insurers and all other persons, firms, companies, entities, corporations, associations, partnerships and organizations), and the HOA and Settling Residents, fully and forever release, acquit and discharge each other of and from any and all claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, awards, loss of service, expenses and compensation whatsoever, of every sort and nature whether arising in law, equity or otherwise, known and/or unknown, which the parties now have or may have on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, past or present duties, obligations, economic loss or claims or awards and the consequences thereof in the *Mission Valley Village Mobilehome Association, Inc. v. ASN Mission Gorge, LLC, Newport Pacific Capital Company, Inc.*, and DOES 1 to 50, San Diego Superior Court Case No. 37-2010-00090665-CU-BT-CTL, whether arising from or based upon tort, contract or otherwise, arising or resulting from or by reason of the conduct and/or obligations of said parties (or any of them) taking place and/or existing at any time prior hereto, including but not limited to any and all injuries or damages or claims arising or resulting from or by reason of the incidents, events and/or matters in the *Mission Valley Village* Action at any time through August 12, 2010. It is further understood and agreed that the parties referred to herein with respect to the matters settled and released as provided herein expressly waive all rights under California Civil Code section 1542 and any similar law of the United States or of any state or territory of the United States. Said section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The parties acknowledge and agree that the foregoing waiver was separately bargained for and is a key element of this Agreement, of which the releases contained herein are a part. The parties acknowledge and are aware that they may hereafter discover facts different from or in addition to the facts which they or their attorneys now know or believe to be true with respect to the subject matter of this Agreement, but it is their intention to fully and finally release and settle all manner of liabilities and claims as described in this Agreement which exist or may exist. It is understood by the parties that claims may exist in their favor against some person or organization released as provided in this Agreement which are not presently known, suspected or understood by said party, and which, if known, suspected or understood by said party would have materially affected the existence, form or extent of the releases provided for in this Agreement; said party assumes the risk of the discovery of such claims subsequent to the execution of this Agreement. Each party agrees that the releases set forth in this Agreement shall be in all respects effective and not subject to termination, rescission, alteration or reformation as

a result of or in connection with any such subsequently discovered facts or claims. In the event that any waiver of the provisions of section 1542 of the California Civil Code or any similar law of the United States or of any state or territory of the United States provided in this Agreement should be judicially determined to be invalid, void or unenforceable for any reason, such waiver to that extent shall be severable from the remaining provisions of this Agreement, and the invalidity, voidability or unenforceability of the waiver shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this Agreement. Notwithstanding anything to the contrary in the foregoing, nothing in this Agreement constitutes a waiver or release of any claims or potential claims by any former homeowners or residents of the Park (“Group Two” claims).

The HOA and Settling Residents understand that the payments, concessions, monthly rent obligations, and relocation benefits provided under the terms of this Agreement are not necessarily the same and/or may be different than the relocation benefits provided under the RIR, the December 1, 2008 Memorandum, and the December 12, 2008 Memorandum, and with this knowledge each Settling Resident accepts the payments and benefits provided under the terms of this Agreement as the complete satisfaction of any relocation benefits, compensation, payment and/or mitigation measures and of any right to relocation benefits or other compensation or rights which Settling Resident have pursuant to the Rental Agreement, the Mobilehome Residency Law, the Government Code or any other applicable law or requirement by reason of the closure of the Park.

The HOA and Settling Residents further understand that each Settling Resident must be in Good Standing and satisfy other applicable terms and conditions under this Agreement to receive the benefits of same.

The parties also recognize that the Settling Residents presently live the Park and will continue to reside in the Park after the execution of this Agreement. Nothing in this Agreement is intended to affect the parties’ and each Settling Resident’s existing rental and other obligations under his or her rental agreement (except as otherwise expressly provided in Paragraph 9) or ASN and Newport’s rights to collect rents and utilities that are or may be in the future due and owing, or otherwise impair the parties and each Settling Resident’s rights to enforce rental agreements, the provisions of the Mobilehome Residency Law, and Park rules and regulations. The parties to this Agreement further agree that nothing in this Agreement is intended to affect ASN and Newport’s existing obligations to operate and maintain the Park and all common areas.

DISMISSAL OF LITIGATION

11. The *Mission Valley Village* Action shall be dismissed in its entirety once the final Court Approval occurs and Judgment on Final Approval of Settlement is entered. Without limiting the generality of the preceding sentence, the *Mission Valley Village* Action shall be dismissed with prejudice with respect to the HOA and all members of the Class.

The HOA and Settling Residents hereby direct their attorneys to a request a full dismissal, and such attorneys specifically agree to do so. The HOA and Settling Residents understand the effect of such dismissal is to terminate forever their rights to pursue their claims, or any claims which might have been alleged, in the aforesaid action and/or causes of action dismissed as detailed in Paragraph 10.

The former homeowners or residents of the Park (“Group Two”) shall be dismissed from the *Mission Valley Village* Action without prejudice. As to Group Two, the parties agree that all

applicable statutes of limitation as to the injuries, damages or claims arising or resulting from or by reason of the incidents, events and/or matters alleged in the *Mission Valley Village* Action shall be tolled from the filing date of the original *Mission Valley Village* Action (April 26, 2010) until one-hundred and eighty (180) days from the date of the Court's entry of dismissal of the *Mission Valley Village* Action. The parties further agree that the date of filing of any new claim, action, or lawsuit filed within this tolling period shall be deemed to relate back to April 26, 2010, and that any claim, action, or lawsuit not filed within the applicable statute of limitations shall be forever barred as a matter of law. However, by entering into this tolling agreement, the parties agree that ASN and Newport are not waiving any statute of limitations defenses, or any other defenses that have become established as of April 26, 2010, nor shall this tolling agreement be construed as an admission or acknowledgment of liability for Group Two claims.

12. The parties have entered into the settlement described herein after extended negotiations and the assistance of a mediator. The parties stipulate and agree that the settlement described herein is and was made in good faith within the meaning of California Code of Civil Procedure sections 877 and 877.6 and agree to authorize their attorneys of record to execute a Stipulation and Order to submit to the Court to that effect.

13. The HOA, Settling Residents and their counsel agree to obtain court approval of the settlement provided for herein as to any Settling Resident who is subject to any guardianship, conservatorship or other similar proceeding or legal form which requires judicial approval of a settlement and/or this Agreement.

14. The HOA, Settling Residents, ASN, and Newport, and their respective counsel and representatives agree that they shall not provide any negative or unfavorable comment to the media regarding the *Mission Valley Village* Action or the terms of this Agreement.

ADDITIONAL PROVISIONS

15. **No Claims for Medical Benefits or Liens.** Settling Residents (and each of them) represent that there are no liens or reimbursement rights by any medical or health care provider, Medicare, Medicaid, insurance company, company, governmental agency, attorney or any other person or organization enforceable against the proceeds of this settlement or against the parties released, or the persons or organizations making the payment(s) herein. If such a lien or reimbursement right is asserted against the proceeds herein or against the released parties or against any person or organization making payment(s) herein, then, in consideration of the payment(s) made to Settling Residents, the affected Settling Resident(s) (and each of them) covenant to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the parties released herein and/or the persons or organizations making the payment(s) herein, and to indemnify and hold harmless said parties from any costs, awards, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any person, organization and/or agency having such lien or reimbursement right.

16. **Ownership of Claims; Resident Representations.** Plaintiff HOA and each Settling Resident represents and warrants that: (a) they are the only persons or organizations or parties who or which have any interest in any of the matters, litigation and/or causes of action herein released and dismissed; (b) none of such matters, awards, claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, loss of service, expenses and/or compensation or any part thereof, have been assigned, granted, or transferred in

any way, to any other person, organization and/or party; (c) they have the exclusive right to occupy their mobilehome pursuant to their rental agreement and have not entered into any agreement giving any third party a right of possession or title to their mobilehome (except as allowed for in this Agreement); and (d) they have full and complete authority to provide the releases and dismissals provided for in, and required by, this Agreement

17. **This Agreement is Enforceable and Binding.** This Agreement shall be enforceable and binding within the meaning of California Evidence Code section 1123(b) and Code of Civil Procedure section 664.6. The Court shall retain jurisdiction of the *Mission Valley Village* Action referred to herein for purposes of enforcing this Agreement and the settlement described herein.

18. **Full and Final Settlement; No Admission of Liability.** It is understood and agreed that this Agreement, and the settlement and releases referred to herein, are the full and final compromise and settlement of disputed claims and contested issues, and that any agreement or payment made is not to be construed as any admission concerning said claims or issues, or as any admission of liability on the part of any of the parties referred to herein (including but not limited to any releasee, any releasor or any party hereto). The parties hereto, and any releasee or releasor, expressly deny any liability to the other parties, or to any other releasee or releasor, and intend merely to avoid further litigation and buy their peace. This Agreement, and the settlement and releases referred to herein, are the result of a compromise and shall never at any time for any purpose be considered an admission of any facts, issues, liability or responsibility whatsoever on the part of any of the parties referred to herein (including but not limited to any releasee, any releasor or any party hereto). Nothing herein, and nothing taking place at any time prior hereto, including but not limited to any actions, omissions to act or any other conduct by or on behalf of any of the parties referred to herein (including but not limited to any releasee, any releasor or any party hereto), shall be deemed or construed to be any admission or concession of any facts, issues, liability or fault in respect to any of the issues raised or which could or potentially could have been raised by any of the parties referred to herein (including but not limited to any releasee, any releasor or any party hereto), or in respect to any of the allegations made or which could or potentially could have been made by or against any of the parties referred to herein (including but not limited to any releasee, any releasor or any party hereto). This Agreement, and the settlement and releases referred to herein, shall not be admissible as evidence against any party referred to herein (including but not limited to any releasee, any releasor or any party hereto) for any purpose other than in a lawsuit or other proceeding to enforce the provisions hereof.

19. **Incorporation of Documents; No Representation Unless Expressed.** The parties agree that the RIR, the December 1, 2008 Memorandum, and the December 12, 2008 Memorandum are incorporated into this Agreement as though fully set forth herein. To the extent that conflicting language exists between the incorporated documents and this Agreement, the parties agree that the terms of this Agreement shall govern. The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to them by or on behalf of the others, and that this Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and that the terms of this Agreement are contractual and not mere recitals.

20. **Voluntary Settlement.** In making this Agreement, and the settlement and releases referred to herein, it is understood and agreed that each of the parties relies wholly upon said party's own judgment, belief and knowledge of the nature, extent, effect and duration of any injuries or damages and liability therefor, and this Agreement, and the settlement and releases

referred to herein, are made voluntarily and without reliance upon any statement or representation of, by or on behalf of any of the parties unless expressed herein.

21. **Severability.** The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

22. **No Assignment of Claims.** The parties represent and warrant that they have not assigned or transferred in any manner, including by way of subrogation or operation of law or otherwise, any claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, awards, loss of service, expenses and/or compensation released by such party herein. Future assignments are permitted provided that the assignee is in compliance with the California Civil Code as provided in Paragraph 6.

23. **No Action.** Each party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each party further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

24. **Other Acts.** The parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes and/or objects shall be fully and completely carried out.

25. **Binding Effect and Enforceability.** This Agreement, and the settlement and releases contained herein, shall be binding upon and shall inure to the benefit of and be enforceable by the HOA, Settling Residents, ASN, and Newport and any releasee and the respective past, present and future heirs, spouses, executors, guardians, conservators, trusts, trustees, trustors, beneficiaries, legatees, devisees, estates, receivers, administrators, predecessors, parent and subsidiary and affiliate organizations, representatives, successors, partners, joint venturers, members, managers, investors, owners, principals, shareholders, officers, directors, employers, employees, agents, servants, assigns, attorneys and insurers of the respective parties and/or of any releasee. This Agreement, and the settlement and releases referred to herein, are a result of a full and final settlement of any and all liabilities and/or disputes by the HOA and Settling Residents against ASN and Newport as described herein.

26. **Final Resolution.** The parties represent that this Agreement is intended to be final and binding between them.

27. **Choice of Law and Jurisdiction.** This Agreement and the rights, obligations, remedies and defenses arising therefrom shall be governed by and interpreted and construed in accordance with the laws of the State of California and jurisdiction shall be in the Superior Court in and for San Diego County, California.

28. **Attorneys' Fees, Costs and Expenses.** ASN and Newport shall bear their own attorneys' fees, costs and expenses. ASN and Newport agree to pay Plaintiff's counsel the reasonable attorney's fees and costs in the *Mission Valley Village* Action under the Mobilehome

Residency Law. The parties will attempt to negotiate a stipulated fee and cost award, but if no mutually acceptable agreement is promptly reached, then ASN and Newport agree to a mediation with the Hon. Wayne Peterson (Ret.) no later than January 14, 2011 where, if the parties cannot stipulate to the fees and costs, Judge Peterson (Ret.) will determine the attorneys' fees and costs ASN and Newport must pay to Plaintiff and its counsel. The parties agree not to object, contest or appeal Judge Peterson's fee and cost determination and/or any approval thereof by the Court.

29. **Representation by Counsel and Arms Length Transaction.** The HOA, Settling Residents, ASN, and Newport have been represented by independent counsel of their own choice, or have had an opportunity to consult with counsel and have voluntarily elected not to do so, and the settlement and releases referred to herein are deemed to be an arm's length transaction.

30. **Interpretation.** This Agreement shall be interpreted and construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted or construed as against any party as if that party alone was the drafter. Any ambiguity or uncertainty shall be interpreted and construed in light of the intention of the parties to fully settle and compromise finally, any and all liabilities and/or disputes, known or unknown, by the HOA and Settling Residents against ASN and Newport as described herein.

31. **Definitions.** The terms "party", "parties", "releasor" and/or "releasee" as used herein shall be understood, interpreted and construed broadly and are not intended nor shall they be understood, interpreted or construed to be limited to the person(s) or organization(s) or other party(ies) executing this Agreement. Wherever the context so requires, the singular shall include the plural, and the plural shall include the singular.

32. **No Oral Waiver or Modification.** No waiver or modification of any of the provisions of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar; nor shall any such waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or against whom the modification is asserted.

33. **Captions.** The captions by which the paragraphs of this agreement are identified are for convenience only and shall have no effect whatsoever on its interpretation.

34. **Counterparts.** The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all parties, but all of which together shall constitute one agreement, and each counterpart shall be deemed an original instrument as against any party who signed it.

35. **Facsimile or Email Signatures.** Signatures may be transmitted by facsimile or email transmission. Transmission of an original signature or a copy thereof on this document, or on any counterpart of this document, by any party or counsel for said party, who has signed this document or a counterpart of this document, to any other party or counsel for any other party, by facsimile or email represents that said document or counterpart has been duly signed and executed. A signature produced by facsimile or email transmission shall be deemed an original signature.

36. **Warranty of Authority of Signatories.** The individuals executing this document warrant and represent that they have the authority to enter into this Agreement on behalf of the individual(s), organization(s) and/or party(ies) for whom they have signed, and that all necessary

actions have been taken so that upon execution of this Agreement by the person(s) executing on behalf of such individual(s), organization(s) and/or party(ies), this Agreement shall be a valid and binding obligation of such individual(s), organization(s) and/or party(ies), enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized and empowered officers or representatives effective as of August 12, 2010.

Mission Valley Village Mobilehome Association, Inc.

By: _____
Carolyn Gunnon, President

ASN Mission Gorge LLC

By: _____
Authorized Representative

Newport Pacific Capital Company, Inc.

By: _____
Authorized Representative

APPROVED AS TO FORM:

TATRO & ZAMOYSKI LLP

By: _____
Peter A. Zamoyski, Esq.
Timothy J. Tatro, Esq.
Attorneys for HOA and Settling Residents

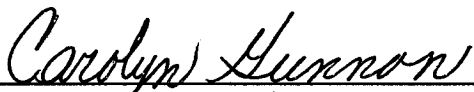
GORDON & REES LLP

By: _____
Miles D. Scully, Esq.
Timothy K. Branson, Esq.
Attorneys for ASN Mission Gorge LLC
and Newport Pacific Capital Company, Inc.

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By: 
Carolyn Gunnon, President

ASN Mission Gorge LLC

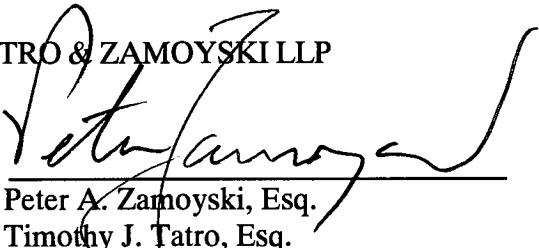
By: _____
Authorized Representative

Newport Pacific Capital Company, Inc.

By: _____
Authorized Representative

APPROVED AS TO FORM:

TATRO & ZAMOYSKI LLP

By: 
Peter A. Zamoyski, Esq.
Timothy J. Tatro, Esq.
Attorneys for HOA and Settling Residents

GORDON & REES LLP

By: _____
Miles D. Scully, Esq.
Timothy K. Branson, Esq.
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ASN Mission Gorge LLC

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Authorized Representative

Newport Pacific Capital Company, Inc.

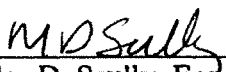
By: 
Authorized Representative

APPROVED AS TO FORM:

TATRO & ZAMOYSKI LLP

By: _____
Peter A. Zamoyski, Esq.
Timothy J. Tatro, Esq.
Attorneys for HOA and Settling Residents

GORDON & REES LLP

By: 
Miles D. Scully, Esq.
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Mission Valley Village Mobilehome Association, Inc.

By: _____
Carolyn Gunnon, President

ASN Mission Gorge LLC

By: 
Authorized Representative

Newport Pacific Capital Company, Inc.

By: _____
Authorized Representative

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By: _____
Peter A. Zamoyski, Esq.
Timothy J. Tatro, Esq.
Attorneys for HOA and Settling Residents

GORDON & REES LLP

By: _____
Miles D. Scully, Esq.
Timothy K. Branson, Esq.
Attorneys for ASN Mission Gorge LLC
and Newport Pacific Capital Company, Inc.

**Exhibit A to Mission Valley Village Action Settlement Agreement
(70 Settling Resident Households)**

	Space	# BRs	Residents Names	Year	Manufacturer	Trade Name	MH Size
1	6790	2	Margaret and Frank Lurry	1971		Homette	Dbf
2	6796.5	2	John Schwabecher	1972	Guerdon	Grat Lakes	Dbf
3	6798	2	Carolyn Jean Mulgrew and Thomas R. Jones	1975	Buddy	Buddy	Dbf
4	6798.5	2	Donna Anne Fenter	1987	09755 Fuqua	Fuqua - 6010	Dbf
5	6800.5	2	Gloria Monsalve	1966	Kaufman/Broad	Biltmore	Dbf
6	6802	2	John C. Dement Jr. and Christine Darrough	1977	9938 Madison Manufactured Home	Madison	Dbf
7	6806	2	William Cox	1973	Lakewood	Gold Medal	Dbf
8	6808	3	Robert J. Marlborough Sr.	1978	Golden West	Sumerset	Dbf
9	6810	2	John and Barbara Pennington	1976	Skyline	Skyline	Dbf
10	6812	2	Beverly J. Thompson	1998	Fleetwood	Springhill - 3462K	Dbf
11	6814.5	2	Elaine W. Lane	1998	Hallmark-Southwest Corn	Charleston IV - 20815	Dbf
12	6816.5	2	Janice Wolstencroft	2001	Cavco	Cavco - CL-5224B	Dbf
13	6820.5	4	Paul H. Blunck and Doris E. Blunck	1971	Fleetwood	Visalian	Dbf
14	6822	2	Margaret Fitzsimmons	1996	Skyline Mobilehomes	Greenleaf - GRE4602CT	Dbf
15	6822.5	2	Scott E. Thomsas & Mary Lou Thomas	1966		Universal	Dbf
16	6824	2	Nancy L. Nelson	1973	Madison	Madison	Dbf
17	6826	2	Ralph Kraft and Marian Seitz	1980	Silvercrest	Kingsbrook	Dbf
18	6828	2	Mary Lou Pixley	1998	Delaware Western Homes	Silvercrest - Westwood	Dbf
19	6828.5	2	Dennis J. Esh	1969	Star	Star	Dbf
20	6830	2	Dwight R. Larson	1974	Gold Medal	Gold Medal	Dbf
21	6830.5	2	Thomas B. Wonner	1976	Homette	Homette	Dbf
22	6832.5	2	Pauline May Johnstone and William B. Johnstone	1997	Fleetwood Homes Ca Inc	Lake Springs - 8402L	Dbf
23	6834.5	2	Josephine Tufo and Peter Bonventre	1973		American	Dbf
24	6836	3	Marian Christopher	2003	Fleetwood Homes	Lake Springs - 2004 Model	Dbf
25	6836.5	2	Kathleen J. Murch & Allison S. Turner	1983			Dbf
26	6838	2	James Allen	1984	09755 Fuqua Homes	Landmark - 2306	Dbf
27	6840	2	Richard Schneider	1971	Great Lakes	GREAT LAKES	Dbf

**Exhibit A to Mission Valley Village Action Settlement Agreement
(70 Settling Resident Households)**

28	6842.5	2	Joseph J. Simas	1971	Skyline	Cameron	Dbl
29	6844	3	Donald and Carol Schmidt	1998		Greenleaf	Dbl
30	6844.5	3	Mark & Carolyn Gunnon	2001	Cavco Industries	Cavco - CLE-5224B	Dbl
31	6848.5	2	Lorraine Sheibley	1969	Skyline	Hillcrest	Dbl
32	6850.5	3	Mary Quindoy and Gloria Hanson	2001	Fleetwood	Lake Springs 2002 Model	Dbl
33	6852	2	Elva Eastman	1996	Angelus		Dbl
34	6852.5	2	William and Deborah Hardesty	1965		Universal	Dbl
35	6854	2	Elvia R. Idano	1972		Cameron	Dbl
36	6854.5	2	Donald Johnson and Diana R. Johnson	1974		Buddy	Dbl
37	6858	2	Keith and Donna Bond	1967		Skyline	Dbl
38	6858.5	2	Bryant Kern & Leslie S. Kern	1970		Balboa	Dbl
39	6860	2	Ann-Dorsa Garrison	1978	Skyline		Dbl
40	6860.5	2	Joan K. Rudin	1973	Hillcrest	Hillcrest	Dbl
41	6862	2	Susan Seeley	1965	Redman	Flamingo	Dbl
42	6862.5	2	Ralph J. Bast & Alberta M. Bast	1975	Skyline	Homette	Dbl
43	6866	2	Mary Lynn Morris	1982	00 Fleetwood	Barrington- 00 09 6522n 01	Dbl
44	6866.5	2	Heather E. Manues	2004		Fleetwood	Dbl
45	6872.5	2	Edwin Cernetisch & Doris J. Cernetisch	1976	Skyline	Homette	Dbl
46	6874	2	Joseph S. Schmidt & Marilyn Schmidt	1968	Dualwide	Roadliner	Dbl
47	6874.5	2	Richard T. Abbey, Jr.	1970	Pan American	Pan American	Dbl
48	6876	2	Thelma D. English	1962	Dualwide	Parklane	Sgl
49	6876.5	2	Dane Aubrey Grebles	1971	Skyline	Cameron	Dbl
50	6878	2	Linda B. Conlin	1998	Delaware Western Homes	Silvercrest - Cottage	Dbl
51	6880	1	Grover C. Churchill	1963	Park Ln	Park Ln	Sgl
52	6880.5	2	Bruce Dunn and Martha Crosland	1971		Brockton	Dbl
53	6882	3	Lawrence B. Johnson	2005	CMH Manufacturing West In	Golden West - 7045 KM492A 2005	Dbl
54	6882.5	2	Cynde A. McDairmant	1992	09985 Baron HM Inc	Baron HM - BH60	Dbl
55	6886.5	2	Henry G. Bundon	1979	Skyline	Skyline	Dbl
56	6888	2	Kathleen Ortwein	1992	09985 Baron hm Inc.	Baron - BH60	Dbl
57	6888.5	2	Barry Smedley	1968	Fleetwood	Fleetwood	Dbl

**Exhibit A to Mission Valley Village Action Settlement Agreement
(70 Settling Resident Households)**

58	6890	2	Edward J. Fischer & Kazuko Yamate-Fischer	1974	Skyline	Buddy	Dbl
59	6890.5	3	Gordon Dean Peterman & Mary Anne Peterman	1973	Great Lakes	Great Lakes	Dbl
60	6892	3	Homer Barrs & Virginia Barrs	2005	Hallmark	Custom	Dbl
61	6892.5	2	John L. Hopper & Mercedes L.Hopper	1983	Fuqua	Landmark - 2309	Dbl
62	6894	3	Mary Jo Kelly	1970		Gulf Stream	Dbl
63	6894.5	2	Francis Eugene Welch & Ventura Welch	1972		Hillcrest	Dbl
64	6896	3	Ronald C. Dunbar & Marian L. Dunbar	2003	Halmark Southwest Corn	Charleston IV - 27- 1919	Dbl
65	6900	2	Rose L. Goodner	1966		Viking	Dbl
66	6900.5	2	Patricia J. Schulz	1967	Star	Star	Dbl
67	6904	2	Howard Newman	1997	90002 Skyline HM Inc	Greenleaf - GRE4616CT	Dbl
68	6906	2	Ronald L. Mills	1970	Newport		Dbl
69	6906.5	2	Doris Melvin	1970	Skyline	Hillcrest	Dbl
70	6912	2	Patricia M. Schamel	1970		Balboa	Dbl

EXHIBIT B

TERMINATION OF TENANCY AGREEMENT

(Mission Valley Village Mobilehome Park, San Diego, California)

This TERMINATION OF TENANCY AGREEMENT (“Termination Agreement”) is entered into as of this ____ day of _____, ____ (“Effective Date”) by and between ASN Mission Gorge LLC, a Delaware limited liability company (“ASN”) and _____ and _____ (individually or collectively referred to as “Resident”, as applicable).

RECITALS

A. ASN is the owner of that certain Mobilehome park known as Mission Valley Village Mobile Home Park, situated on approximately 10.45 acres, and located at 6850 Mission Gorge Road, San Diego, California (“Park”).

B. Resident currently resides in the Park under the terms of that certain Rental Agreement dated _____ (“Rental Agreement”) between ASN and Resident, whereby Resident rents from ASN, space no. ____ (“Homesite”) on which is located Resident’s mobile home (“Mobile Home”).

C. ASN processed a change of use application through the City of San Diego and obtained a Resolution to close the Park. ASN and Resident entered into a Settlement Agreement and Release (“Settlement Agreement”), which is attached herewith as Exhibit A and incorporated herein by this reference as though fully set forth herein, in the action described as *Mission Valley Village Mobile Home Association, Inc. v. ASN Mission Gorge LLC, Newport Pacific Capital Company, Inc.*, San Diego Superior Court Case No. 37-2010-00090665-CU-BT-CTL (hereinafter the “Mission Valley Village Action”), which confirmed the legal rights of the residents and clarified the size, calculation and timing of payment of the relocation benefits owed by ASN.

D. ASN’s obligation to pay relocation benefits will be triggered once ASN serves a formal six-month notice of termination of tenancy (“Six-Month Notice”) pursuant to California Civil Code Section 798.56(g)(2). At the time of the Settlement Agreement, ASN had not yet served its Six-Month Notice, and the parties recognized that there may be some residents who, for hardship or other personal reason, may wish to vacate the Park before ASN issues its Six-Month Notice. As a concession to the residents, ASN has agreed to provide any Settling Resident in Good Standing (as defined in the Settlement Agreement) the option of terminating his or her tenancy in the Park either prior to or after the issuance of the Six-Month Notice.

In consideration of the promises and covenants herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASN and Resident agree as follows:

1. Termination of Residency.

1.1 Option 1. Termination of Tenancy Before Issuance of Six-Month Notice.

Resident hereby agrees, for him or her self and all other occupants, licensees, optionees or tenants of the Mobile Home and Homesite, that the Rental Agreement and all of Resident's rights of continued tenancy at the Homesite and in the Park are hereby terminated as of 11:59 p.m. (midnight) _____ ("Termination Date"). On or before the Termination Date, the Resident shall fully and permanently vacate the Homesite and the Park by either (1) physically moving him or her self and his or her mobilehome, appurtenances and personal property from the Park, or (2) physically moving him or her self and all personal property from the Park and conveying free and clear title to his or her mobilehome to ASN. Any property left by Resident on the Homesite or in the Park shall be subject to paragraph 6.1 of this Termination Agreement. Once the Resident vacates the Park, no further rent is due.

1.2 Option 2. Termination of Tenancy After Issuance of Six-Month Notice.

Resident hereby agrees, for him or her self and all other occupants, licensees, optionees or tenants of the Mobile Home and Homesite, that the Rental Agreement and all of Resident's rights of continued tenancy at the Homesite and in the Park are hereby terminated as of 11:59 p.m. (midnight) _____ ("Termination Date"). On or before the Termination Date, the Resident shall fully and permanently vacate the Homesite and the Park by either (1) physically moving him or her self and his or her mobilehome, appurtenances and personal property from the Park, or (2) physically moving him or her self and all personal property from the Park and conveying free and clear title to his or her mobilehome to ASN. Any property left by Resident on the Homesite or in the Park shall be subject to paragraph 6.1 of this Termination Agreement. Once the Resident vacates the Park, no further rent is due.

2. Notice by Resident of Termination. Resident hereby notifies ASN, pursuant to Section 798.59 of the Civil Code that Resident terminates and vacates his or her tenancy in the Park, gives notice of termination of the Rental Agreement, and intends to permanently vacate the Homesite and the Park effective on or before the Termination Date. Resident represents, warrants, and acknowledges that: (i) Resident is the registered owner of the Mobile Home, is the only person with tenancy rights, and has the full authority and ability to enter into this Termination Agreement; (ii) no lien against the Mobile Home exists; (iii) Resident will not allow any new person to occupy the Mobile Home; and (iv) Resident shall have all persons removed from the Mobile Home before the Termination Date.

3. Relocation Benefits. In consideration of Resident's termination and vacating his or her tenancy and permanently vacating the Homesite and Park on or before the Termination Date pursuant to paragraphs 1 and 2 above, ASN shall grant to Resident those certain relocation benefits in the amount and manner as set forth in the Settlement Agreement, attached herewith as Exhibit A and incorporated herein by this reference as though fully set forth herein, which are in complete satisfaction of any relocation benefits, compensation, payment and/or mitigation measures and of any right of Resident to relocation benefits or other compensation or rights which Resident or any other occupant of the Homesite may have pursuant to the Rental Agreement, the Mobile Home Residency Law, the Government Code or any other applicable law or requirement by reason of the closure of the Park and termination of the Rental Agreement. To the extent that conflicting

language exists between the Settlement Agreement and this Termination Agreement, the parties agree that the terms of the Settlement Agreement shall govern.

4. Execution of Documents. Resident agrees to execute, as of the Termination Date, or the date of actual termination and permanent vacation of the Homesite (if earlier than the Termination Date), and removal of the Mobile Home from the Park, further documentation deemed necessary by ASN to effectuate the grant, conveyance and assignment and release of all rights and interest of Resident to ASN in and to the Rental Agreement and Resident's residency in the Park.

5. Release. As fully indicated in the Settlement Agreement, the parties mutually release all claims against each other.

6. General Provisions.

6.1 Assignment of Rights. Effective as of the Termination Date, Resident hereby irrevocably grants, conveys and assigns to ASN all right, title and interest of Resident in and to: (i) the Homesite and residency in the Park pursuant to the Rental Agreement; and (ii) any and all personal property left by the Resident at the Homesite or in the Park, from and after the Termination Date.

6.2 Power of Attorney. Resident herein appoints ASN as Resident's attorney-in-fact upon the occurrence of any of property left on the Homesite or in the Park: (i) to take possession of and remove the property from the Homesite and/or Park; and (ii) to execute any and all papers and instruments and take such other actions as ASN deems necessary to preserve and protect personal property granted to ASN herein and to protect ASN's interest therein. Such power of attorney is coupled with an interest and is irrevocable and shall survive the death, incompetency, insolvency or bankruptcy of Resident.

6.3 Park Closure. Resident acknowledges and agrees that he or she will not challenge or oppose in any manner, either orally or in writing, directly or indirectly, efforts and actions taken in furtherance of the closure of the Park.

6.4 No Waiver of Rights under Rental Agreement. The parties recognize that Resident presently live the Park and will continue to reside in the Park after the execution of this Termination Agreement. Nothing in this Termination Agreement is intended to affect the parties' and each Settling Resident's existing rental and other obligations under his or her rental agreement or ASN and Newport's rights to collect rents and utilities that are or may be in the future due and owing, or otherwise impair the parties and each Settling Resident's rights to enforce rental agreements, the provisions of the Mobilehome Residency Law, and Park rules and regulations. The parties to this Termination Agreement further agree that nothing in this Termination Agreement is intended to affect ASN and Newport's existing obligations to operate and maintain the Park and all common areas. Resident shall continue to be bound by all Park rules and shall pay rent to ASN while occupying the property. Once the Resident vacates the Park, no further rent is due.

6.5 Survival of Representations and Indemnity. All representations of Resident contained in this Termination Agreement and the indemnification obligations contained herein or in

any certificate or other writing delivered by or on behalf of Resident to ASN, will survive: (i) the execution and delivery of this Agreement; (ii) the removal of the Mobile Home and all personal property of Resident from the Park; and (iii) the execution and performance of all the duties and obligations set forth in the Termination Agreement. Resident acknowledges and agrees that ASN has been or will rely upon the provisions hereof and such representations as material, notwithstanding any investigation made by ASN or by someone on ASN's behalf.

6.6 Amendment. The Termination Agreement may only be modified or amended by a written agreement executed by all parties hereto. Any oral amendment or modification shall be deemed null and void.

6.7 No Third Party Benefit. The Termination Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder, except as expressly set forth in the Agreement.

6.8 Time of the Essence. Time shall be of the essence as to all dates and times of performance of each and every obligation of this Termination Agreement.

6.9 Further Acts. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and to perform such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of the Termination Agreement. This includes, but is not limited to, the execution by Resident of such other and further releases, waivers, termination of tenancy and relocation agreements as may be reasonably requested by ASN.

6.10 Successors and Assigns. The Termination Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, personal representatives, executors and trustees of the parties to the Termination Agreement.

6.11 Notices. All notices and demands which either party is required or desires to give to the other shall be given in the manner prescribed in the Rental Agreement.

6.12 Counterparts. The Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument

6.13 Resident Representations. Resident acknowledges that ASN, in entering into the Termination Agreement, is relying on each and every such representation by Resident as being true and complete in all respects.

6.14 Default. Resident's and any occupant's failure to fully comply with his or her obligations under the Termination Agreement (including, but not limited to vacating the Homesite and the Park and removing or caused to be removed the Mobile Home from the Homesite and Park on or before the Termination Date, as applicable), then such failure shall constitute a material breach of the Termination Agreement and ASN shall be entitled to: (1) reduce the amount of relocation benefits in the amount and manner as set forth in the Settlement Agreement; and (2)

pursue all available remedies in law and equity, including immediate unlawful detainer if applicable.

6.15 Publicity. Resident and ASN, and their respective counsel and representatives, agree that they shall not provide any negative or unfavorable comment to the media regarding this Mission Valley Village Action or the terms of this Termination Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the Effective Date.

ASN Mission Gorge LLC,
a Delaware limited liability Company

By: _____

Its: _____

Resident:

By: _____

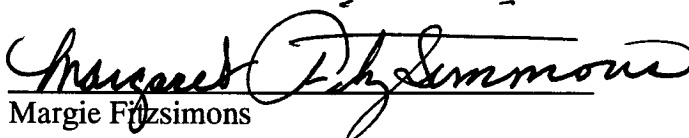
(Print Name)

By: _____

(Print Name)

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011


Margie Fitzsimons

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.


Dated: January 6, 2011



John Schwabecker

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011


Marian Christopher

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011



Virginia Lee Barrs

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011



Joan Rudin

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011



Carolyn Gunnon

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011



Mark Gunnon

I, the undersigned, am a board member of the Mission Valley Village Mobilehome Association, Inc. I have read the Settlement Agreement and Release effective August 12, 2010, have authorized the President of the Mission Valley Village Mobilehome Association, Inc. to execute the Agreement on behalf of our Association, and as an individual class member, I agree to its terms.

Dated: January 6, 2011


Clarence Homer Barrs
Clarence Homer Barrs