

Park Acquisition Corporation of Marin Valley Mobile Country Club

172 Marin Valley Drive, Novato, Ca 94949-6716, Phone (415) 883 3275 FAX (415) 884 2562

CORPORATION

Directors

Owen V. Haxton
President and CEO
Catherine Carpino
Vice President
Burton Vreeland
Corporate Secretary
Liz Delfino
Corporate Treasurer
Kevin Bray
Member at Large

To: Residents of Marin Valley

Date: July 12, 1997

From: Owen Haxton, President and CEO

Subject: Documents

Info: none

Pages: one

This notebook contains a portion of the "closing transcript" as provided by Kutak Rock of Denver.

These are the FINAL DOCUMENTS.

CORPORATION

Advisors

P. A. Hoon and Co., Inc.
Philip Hoon
Program Manager

David G. Kenyon,
Attorney at Law
Corporate Counsel

Feel free to make copies of any of the pages for your personal use. It would be appreciated if you would take precautions not to mistreat this notebook or the contents as other residents will also wish to avail themselves of this information. In addition, you are reminded that the servicing and maintaining of the copier and the supplies for the copier are a cost to the park. A five cent donation per copy is appreciated.

PARK MANAGEMENT

Storz Management
Company

Gina Roberts
Douglas K. Grass
Property Supervisor

It is hoped that the information contained herein will enable you to achieve a better understanding of our contractual obligations and of the potential benefits of a resident organization being responsible for the operation of the park.

OK

RESIDENT Organizations

G. S. M. O. L.
Robert A. Telder
President

Home Owners
League
Norm Lane
President

MAR - VAL
Robert Piel
President

VOL

III

MARIN

VALLEY

PROJECT

51. CERTIFIED COPY of MINUTES of PUBLIC HEARING (CITY)

52. CERTIFIED COPY of PUBLIC APPROVAL RESOLUTION (CITY)

53. Incumbency and Signature Certificate. (Bond Counsel)
54. Closing Certificate of the Property Manager (Bond Counsel)
55. Initial Capital Plan. (Property Manager)
56. Initial Operating Budget. (Property Manager)
57. Evidence of Insurance as required by Section of 9(j)(vii) of the Purchase Contract. (Property Manager)
58. An Appraisal Report of the Project prepared by Palmer Groth & Pietka, Inc.
59. Phase I Environmental Assessment prepared by Dames & Moore.
60. Deferred Consultant Cost Letter. (PAC Counsel)
61. Incumbency and Signature Certificate. (Trustee Counsel)
62. Closing Certificate of Trustee. (Bond Counsel)
63. Trustee's Receipt of Purchase Price. (Bond Counsel)
64. Fee Letter. (Trustee)
65. Receipt of the Underwriter. (Bond Counsel)
66. Blue Sky Memoranda. (Bond Counsel)
67. Municipal Bond Insurance Policy. (Financial Security)
68. Closing Certificate of Financial Security. (Financial Security)
69. Qualified Guarantee Certificate of Financial Security. (Financial Security)
70. Certificate as to Official Statement. (Financial Security)
71. Waiver letter regarding property insurance provider. (Insurer Counsel)
72. Rating Letters from Moody's and Standard & Poor's. (Financial Security)
73. Premium Letter, dated March 13, 1997, from Financial Security to the Owner, acknowledged by the Owner. (Insurer Counsel)

74. Approving Opinion of Bond Counsel relating to the Senior Bonds. (Bond Counsel)
75. Approving Opinion of Bond Counsel relating to the Subordinate Bonds. (Bond Counsel)
76. Reliance Letters of Bond Counsel to the Underwriter, CLGFA, Owner, Trustee and Financial Security. (Bond Counsel)
77. Supplemental Opinion of Bond Counsel to the Underwriter, Financial Security and CLGFA. (Bond Counsel)
78. Opinion of Trustee's Counsel. (Trustee Counsel)
79. Opinion of Bond Counsel with respect to CLGFA. (Bond Counsel)
80. Opinion of Bond Counsel to Financial Security with respect to certain real estate matters. (Bond Counsel)
81. Opinion of Owner Counsel. (Owner Counsel)
82. Opinion of City Counsel. (City Counsel)
83. Opinion of Agency Counsel. (Agency Counsel)
84. Opinion of PAC Counsel. (PAC Counsel)
85. Opinion of Property Manager Counsel. (Property Manager Counsel)
86. Opinion of Bond Counsel to Underwriter, CLGFA and Financial Security required by Section (9)(j)(xviii). (Bond Counsel)
87. Opinion of Associate General Counsel to Financial Security. (Kevin J. Lyons, Esq)
88. Opinion of Special Counsel re: Ad Valorem Tax Status. (Special Counsel)
89. Opinion of Special Counsel re: Rent Control Ordinance. (Special Counsel)
90. Agreement for Exchange of Real Property, as amended, between the Owner and the Sades (the "Seller"). (Owner)
91. Purchase Agreement, dated as of February 21, 1997, by and between the PAC and the Owner. (City Counsel)

92. Grant Deed from the Seller to the Owner, together with Certificate of Acceptance by the Owner (recorded with the Marin County Recorder). (PAC Counsel)
93. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 1, 1997 (the "Mortgage"), by and among the Owner, the Trustee and Consolidated Title Services Inc. (Insurer Counsel)
94. Assignment of Rental Agreements from the Seller to the PAC. (City Counsel)
95. Assignment of Rental Agreements from the PAC to the Owner. (City Counsel)
96. UCC-1 Financing Statements. (Insurer Counsel) *This is Missing*
97. Title Insurance Policy. (Insurer Counsel)
98. Blanket Letter of Representations to The Depository Trust Company. (Bond Counsel)
99. Preliminary and Final CDAC Reports. (Bond Counsel)
100. Appraiser's Consent Letter. (Bond Counsel)
101. Property Manager's Consent Letter. (Bond Counsel)
102. Subordinate Bondholder Investor Letter. (Bond Counsel)
103. Investment Agreement.
104. GIC Broker Certificate.
105. Investment Agreement Provider's Certificate.
106. Opinion of Counsel to Investment Agreement Provider.
107. Opinion of Foreign Counsel to Investment Agreement Provider.
108. Consent of FSA.

**PUBLIC HEARING OF THE CITY COUNCIL
OF THE CITY OF NOVATO**

A public hearing was held on Monday, October 21, 1996, at the hour of 4:00 p.m. in the Simmons House, at 900 Sherman Avenue, Novato, California, Sonia Seeman, Deputy Redevelopment Director, presided.

Ms. Seeman announced at 4:00 p.m. that the time had come for the public hearing, held on behalf of the City Council of the City of Novato, as the elected representative of the City, the host of the below-described project, in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, to consider the proposed issuance of ABAG Finance Authority for Nonprofit Corporations Revenue Bonds (Marin Valley Mobile Country Club Park Acquisition Project), to be issued in one or more series of bonds as may be necessary (the "Bonds"), being issued as a part of the plan to finance the acquisition and improvement of a 315-space mobile home park (but specifically excluding the mobile homes located therein), known as the Marin Valley Mobile Country Club Park (the "Project"). The Project will initially be owned by the Novato Financing Authority and will be initially operated by the Park Acquisition Corporation of Marin Valley Mobile Country Club, a California nonprofit mutual benefit corporation (the "Operator"). The Authority anticipates transferring all of its right, title and interest in the Project after the Bonds are issued to a yet-to-be incorporated 501(c)(3) corporation to be formed by or at the direction of the Authority, the City or the Redevelopment Agency of the City of Novato, at which time such corporation may be the operator of the Project.

There were presented at the public hearing a copy of the actual printed notice evidencing the giving of not less than fourteen (14) days' public notice of the holding of the public hearing in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, by publishing notice of such public hearing in the *Marin Independent Journal*. The copy of the printed notice was ordered recorded in the minutes of the public hearing and is as set forth in Exhibit "A" hereto.

Ms. Seeman then announced that all those interested persons wishing to contend for or protest against the issuance of the Bonds, to be issued by the Board in an aggregate principal amount not to exceed \$18,500,000 orally or in writing, would be heard and that all such written or oral statements would be considered.

All interested persons wishing to speak were then given full opportunity to be heard, the persons so speaking and the comments given being as follows:

<u>Name</u>	<u>Address</u>	<u>Comments</u>
DAVE KENYON		- IN FAVOR OF PROCEEDING WITH PROJECT
OWEN HARTON		- IN FAVOR OF PROCEEDING WITH PROJECT.

CERTIFIED A TRUE COPY
Shirley Gremmel
CITY CLERK, CITY OF NOVATO

All interested persons wishing to file written statements were given the opportunity to do so, such written statements are attached hereto as Exhibit "B" and the persons so filing written statements being as follows:

Name

Address

NONE

After all persons desiring to speak or submit written statements had been permitted to do so, Ms. Seeman stated that the public hearing on the proposed issuance of the Bonds was concluded at 4:10 p.m.

CERTIFIED A TRUE COPY

Shirley Greenmead

CITY CLERK, CITY OF NOVATO

CITY COUNCIL OF THE CITY OF NOVATO

RESOLUTION NO. 126-96

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NOVATO APPROVING ISSUANCE BY ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS OF REVENUE BONDS (MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT) IN ONE OR MORE SERIES, AND EXECUTION AND DELIVERY BY THE ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS OF A LOAN AGREEMENT WITH THE NOVATO FINANCING AUTHORITY

WHEREAS, the ABAG Finance Authority for Nonprofit Corporations, a joint exercise of powers authority consisting of California public agencies created to assist nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest (the "Authority"), proposes to issue one or more series of its Revenue Bonds (Marin Valley Mobile Country Club Park Acquisition Project) (the "Bonds") and to enter into a loan agreement, by and between the Novato Financing Authority (the "Financing Authority"), a joint exercise of powers authority, and the Authority, in the maximum principal amount of \$18,500,000, to be used for acquisition of a 315-space mobile home park, but specifically excluding the mobile homes located therein, known as the Marin Valley Mobile Country Club Park (the "Project") located at 172 Marin Valley Drive, Novato, California, all to be owned by the Financing Authority;

WHEREAS, the initial operator for the Project will be the Park Acquisition Corporation of Marin Valley Mobile Country Club, a California nonprofit mutual benefit corporation; and

WHEREAS, the Financing Authority anticipates transferring all of its right, title and interest in the Project after the Bonds are issued to a yet-to-be incorporated 501(c)(3) corporation to be formed by or at the direction of the Financing Authority, the City or the Agency, at which time such corporation may be the operator of the Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, requires the Council, as the elected representative of the City, the host jurisdiction of such Project, to hold the public hearing following reasonable notice and to approve the issuance of the Bonds;

WHEREAS, a public hearing was held by the City on Monday, the 21st day of October, 1996, at the hour of 4:00 p.m., in the Simmons House, at 900 Sherman Avenue, Novato,

California, following duly published notice hereof, and all persons desiring to be heard had been heard; and

WHEREAS, it is in the public interest and for the public benefit that the Council, as the elected representative of the City, the host jurisdiction of such facilities, approve the issuance of the Bonds and the execution and delivery by the Authority of the proposed Bonds and loan agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Novato, as follows:

Section 1. The City Council of the City of Novato hereby finds, determines and declares that issuance of the Bonds in one or more series and the execution and delivery by the Authority of a loan agreement, by and between the Financing Authority, as borrower, and the Authority, as lender, in the maximum principal amount of \$18,500,000, for the purpose described above is hereby approved.

Section 2. This Resolution shall take effect from and after the date of its adoption.

IT IS FURTHER RESOLVED that this Resolution No. 126-96 is hereby approved subject to the following conditions being resolved to the satisfaction of the City Manager and/or his designee and the City's attorney in the exercise of their professional judgment:

(a) The FSA reviewing the subject transaction and issuing its final, written commitment under terms and conditions acceptable to said City representatives;

(b) ABAG approving the transaction, agreeing to issue bonds and ABAG's counsel approving same under terms and conditions acceptable to the said representatives of the City;

(c) First Trust of California reviewing and approving the transaction and committing to be the trustee under terms and conditions acceptable to the said City representatives;

(d) The appraisal being submitted in a form and content acceptable to the Redevelopment Agency's Counsel;

(e) The terms and conditions under which the subordinate bonds are to be issued must be acceptable to the Redevelopment Agency's Counsel; and

(f) The budget for the operation of the mobilehome park must be modified to include the annual cost of a financial advisor with projections and calculations acceptable to the said Redevelopment Agency representatives.

IT IS FURTHER RESOLVED that the City Manager and/or his designee is hereby authorized to approve and execute any changes to the documents submitted to the City Council at its meeting of October 24, 1996, as long as (1) said changes are not material, (2) the City's attorney approves same as to form and (3) the modification is necessary in the professional judgment of the City Manager.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the City Council of the City of Novato, Marin County, California, at a meeting hereof, held on the 24th day of October, 1996, by the following vote, to wit:

AYES: Councilmembers DI GIORGIO, DILLON-KNUTSON, EKLUND,
MURRAY, AND GRAY

NOES: Councilmembers NONE

ABSTAIN: Councilmembers NONE

ABSENT: Councilmembers NONE

Shirley Grammed
City Clerk of the City of Novato

Approved as to form:

Jeremy Walker
City Attorney of the City of Novato

CERTIFIED A TRUE COPY
Shirley Grammed
CITY CLERK, CITY OF NOVATO

\$15,485,000

SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000

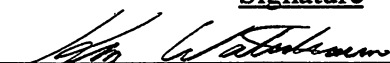
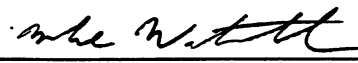
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

**INCUMBENCY AND SIGNATURE CERTIFICATE STORZ
MANAGEMENT COMPANY, INC.**

The undersigned hereby state and certify:

(a) that they are the duly appointed, qualified and acting Vice President and Controller, respectively, of Storz Management Company, Inc. (the "Property Manager"), a corporation duly organized under the laws of the State of California, and as such are familiar with the facts herein certified and are authorized and qualified to certify the same;

(b) that the signatures set forth opposite the names and title of the following persons are the true and correct specimen, or are the genuine signatures of such person, each of whom holds the office designated:

<u>Name/Title</u>	<u>Signature</u>
Name: <u>Ken Waterhouse</u> Title: <u>Vice President</u>	 _____
Name: <u>Mike Watembach</u> Title: <u>Controller</u>	 _____

(c) that the above-named persons are each duly designated "Authorized Representatives" of the Property Manager as relating to the above referenced Bonds.

Dated: March 13, 1997

STORZ MANAGEMENT COMPANY, INC.

By *Ken Waterhouse*
Name: Ken Waterhouse
Title: Vice President

By *Mike Watembach*
Name: Mike Watembach
Title: Controller

\$15,485,000

**SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY**

\$1,585,000

**SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY**

CLOSING CERTIFICATE OF THE PROPERTY MANAGER

The undersigned, with regards to the above reference Bonds (the "Bonds") hereby states and certifies:

(a) that he is the duly appointed, qualified and acting authorized representative of the Storz Management Company, Inc. (the "Property Manager"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(b) that the Property Manager is duly created and existing pursuant to the constitution and laws of the State of California;

(c) that, by all necessary action, the Property Manager has duly authorized and approved the execution and delivery of, and the performance by the Property Manager of the obligations on its part contained in, the following agreements (collectively referred to herein as the "Property Manager Documents"):

(i) Management Agreement, dated as of March 1, 1997, by and between the Property Manager and the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC"); and

(ii) Deposit Only Account Agreement, dated as of March 1, 1997, by and among the Property Manager, Bank of Marin, the PAC and First Trust of California, National Association, as trustee (the "Trustee").

(d) that the Property Manager has complied with the Property Manager Documents;

(e) the representations and warranties made by the Property Manager in the Property Manager Documents are true and correct;

(f) the Property Manager is not in material breach of, or default under, any applicable law or administrative regulation of the State, any department, division, agency or instrumentality thereof, or of the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Property Manager is a party or is otherwise subject which would have a material

effect on the Property Manager Documents and the execution and delivery of the Property Manager Documents and compliance with the provisions thereof will not conflict with, or constitute a material breach of, or default under, any applicable law or administrative regulation of the State of California, any department, division, agency or instrumentality thereof, or of the United States of America, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Property Manager is a party or is otherwise subject;

(g) all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Property Manager of its obligations under the Property Manager Documents have been obtained;

(h) the Property Manager Documents shall constitute valid and binding obligations of the Property Manager enforceable in accordance with their terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally;

(i) based upon the Property Manager's extensive experience and expertise in owning and managing mobile home parks in the State of California, as further described in the Offering Statement and the Private Placement Memorandum under the caption "THE PROJECT MANAGER" and the Project Manager's involvement with the acquisition of the Project by the Owner, to the best of our knowledge and belief after due inquiry, the statements contained in the Offering Statement and the Private Placement Memorandum under the captions "PROJECTED PROJECT FINANCIAL PROFORMAS," "RISK FACTORS" (insofar as such statements therein relate to the Project), "THE PROJECT" and "THE PROPERTY MANAGER" are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) that there is no action, suit, proceeding, inquiry or investigation which is pending or, to the best of my knowledge in this official capacity, after due inquiry, threatened against the Property Manager by or before any court, governmental agency or public board or body which:


(i) in any way questions the existence or powers of the Property Manager or the titles of the officers of the Property Manager in their respective capacities,

(ii) in any way affects or contests the validity of the Property Manager Documents or the authority of the Property Manager to enter into the Property Manager Documents,

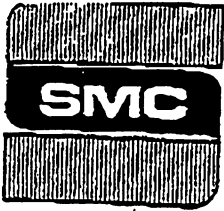
(iii) in any way restrains or enjoins the issuance or delivery of the Bonds or the collection of the Revenues pledged under the Indenture.

Dated: March 13, 1997

STORZ MANAGEMENT COMPANY, INC.

By 
Name: Ken Waterhouse
Title: Vice President

[Signature Page to Closing Certificate of the Property Manager]



STORZ MANAGEMENT COMPANY

A CALIFORNIA CORPORATION

FAX: (916) 989-1393

9152 GREENBACK LANE SUITE 3 · P.O. BOX 620580 · ORANGEVALE, CALIFORNIA 95662

(916) 989-5333

October 22, 1996

Mr. Phil Hoon
P.A. Hoon & Company, Inc.
201 San Anselmo Avenue, Suite 204
San Anselmo, CA 94960

Via FAX (415) 454-5661

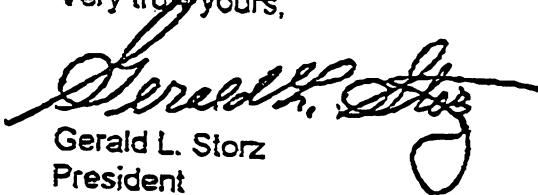
Re: Marin Valley Mobile Country Club

Dear Mr. Hoon:

Pursuant to your request, I am enclosing a ten-year capital improvement plan on the above captioned property.

I have personally inspected the mobile home park and reviewed the reports from Kleinfelder, Park Utilities, and Prager, McCarthy & Sealey, and feel that the enclosed represents our opinion of a capital improvement plan that will maintain and enhance the condition and value of the park.

Very truly yours,


Gerald L. Storz
President

**MA... VALLEY MOBILE COUNTRY CLUB
Park Acquisition**

Summary of Cost Options

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Full Improvements											
Sewer	\$55,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$170,000.00
Electrical	11,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,500.00
Water	11,650.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	19,650.00
Gas	34,600.00	2,000.00	2,000.00	1,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	46,100.00
Garbage T.C.	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,000.00
Geotechnical Improvements	138,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	345,000.00
Totals	\$278,750.00	\$39,500.00	\$39,500.00	\$39,000.00	\$38,500.00	\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00	\$820,250.00

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Repair & Maintenance											
Sewer	\$0.00	\$0.00	50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electrical	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,000.00
Water	2,100.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	3,450.00
Gas	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	1,788.00	17,880.00
Utility Maintenance	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	25,000.00
Geotechnical Improvements	0.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	27,000.00
Totals	\$6,688.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$7,738.00	\$76,330.00

**MARIN VALLEY MOBILE COUNTRY CLUB
FOOTNOTES**

SEWER

1. \$40,000 - Back-up generators for lift stations. We have contacted the electrician who stated that back-up generators are needed and he stated he thought the \$40,000 was for both pump stations. He also stated he would check his notes when he returned home. We tried several times to contact him for this information but he has been out of town. We were told we would have the information by October 24, 1996.
2. 7,000 - Camera entire parks sewer lines.
3. 5,000 - Repair broken sewer line.
4. 3,000 - Main lines should be cleaned. The maintenance personnel can roter the majority of the Park with the equipment within the park. The \$3,000 would be used for the portions they could not do.
5. After reviewing the sewer report, we contacted Park Utilities to discuss some assumptions that were made. Prager, McCarthy & Sealy budgeted \$787,500 to replace the remaining 4 inch lines. We have discussed this with Park Utilities and they agreed that beside the two areas indicated on their revised report that the remainder of the 4 inch lines were in workable condition and need not be replaced. They stated that the 4 inch lines should be monitored and that if needed only the specific sections that are damaged should be replaced. They also recommend a root growth retardent be placed in the sewer lines to retard any future growth.

ELECTRICAL

1. \$7,500 - Replace 25 light fixtures at \$300 a unit. The maintenance personnel can replace these.
2. 4,000 - Replace transformer at the Marin entrance.

WATER

1. \$11,650 - Tie water risers to the cathodic protection system.
2. The survey is a repair & maintenance item and was reclassified.

3. The maintenance person has the location of all main line shut-off valves. They will have the responsibility to maintain them. therefore, the \$8,000 cost should be deleted.

4. The yearly service of the water valves should be done by the maintenance personnel, and therefore, should be deleted.

GAS

1. \$10,440 - Phase I of the cathodic protection system.

2. 14,200 - Phase II of the cathodic protection system.

3. 10,000 - Locate and service key inground valves.

4. The gas leaks that were found on August 20, 1996, have been repaired by the owner, therefore, the \$10,000 should be deleted. The budget reflects a \$2,000 expenditure for the second and third year, \$1,500 the fourth year and \$1,000 for year five through the tenth year to reroute any gas mains under the homes where gas leaks are found.

5. The yearly cost to monitor, survey and file the annual cathodic protection report and the yearly cost to service the key inground valves have been reclassified to repair & maintenance. The yearly amount is estimated at \$1,788.

6. We are going to purchase the gas wholesale from Energy One. The gas savings per year quoted by Energy One is approximately 10%, therefore, based on their calculations of the gas expense of \$103,000. we should expect to save approximately \$10,300 on the gas expense.

UTILITY MAINTENANCE - TRASH COMPACTOR

1. We are recommending that the Park purchase a 30 yard trash compactor for approximately \$28,000, this in turn, will save the Park approximately \$16,000 in trash expense. Novato Disposal estimated the cost of picking the trash up once a week would be approximately \$25,000 per year. Beside the reduction in the expense, Novato Disposal will drive in one way to pick up the container and back out same way. This will save the asphalt on the roads since the truck is not driving through the entire Park. One of the worst reasons for the roads in mobile home parks deteriorating is due to garbage trucks driving on them with a large amount the of weight.

GEOTECHNICAL IMPROVEMENTS

A. Slopes and Drainage

1. The slopes and drainage for 45 Scenic, 17 Marin Valley Drive, 34 Marin Valley Drive, and 51 & 55 Marin Valley Drive will be completed for approximately \$55,000.
2. The remainder of the slopes and drainage and retaining walls have been budgeted through ten years. The amount that is budgeted is \$23,000 per year.
3. Prager, McCarthy & Sealy also budgeted \$50,000 for a landslide fund. In the Klienfelder report it is my opinion that the \$50,000 was to be funded as a reserve if the work they listed on their report was not economically feasible to do in the near future. In her capital investment cost summary she budgeted the \$50,000 landslide fund and all the work that was recommended, therefore, the \$50,000 should be deleted.

B. Retaining Walls

1. The 30 walls that are failing will be replaced for approximately \$500 per wall versus the \$900 per wall quoted by Kleinfelder's. The expenditure is budgeted at \$15,000. Storz Management has a vendor that uses interlocking concrete block that will reduce the expense of the walls. Because of the simplicity of some of the smaller walls, we have budgeted \$3,000 a year in repair & maintenance for the Park personnel to do a limited amount of walls per year.

C. Pavement

1. We received a verbal quote from Astro Paving to overlay approximately 100,000 square feet of 2 inch asphalt with petro-mat. The cost per square foot is approximately .68. The expense budgeted for the first year is \$68,000.

Note: The above represents verbal bids and estimates from both the Kleinfelder and Park Utilities companies. We have reviewed the reports and made recommendations based upon the practical experience we have gained in over 26 years of management of mobile home parks.

MARIN VALLEY MOBILE COUNTRY CLUB

MARVAL.XLS

Acct #		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
4100	Space Rents													
4110	Mobile Home Rent	148,476	148,476	83,709	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	1,690,179
4120	Cuplex Rent													0
4130	House Rent													0
4140	Apartment Rent													0
4150	Other Rent													0
	Total Permanent Rent	148,476	148,476	83,709	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	1,690,179
	TOTAL ALL RENT	148,476	148,476	83,709	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	145,502	1,690,179
4300	Gas	9,200	14,500		12,500	9,500	6,300	6,300	4,400	3,800	4,200	9,000	10,500	90,200
4310	Electric	11,900	12,300		11,200	12,200	12,000	12,000	13,800	15,000	13,900	12,000	12,500	138,800
4315	County Utility Tax	0	0		0	0	0	0	0	0	0	0	0	0
4320	Water	0	0		0	0	0	0	0	0	0	0	0	0
	Total Utilities	21,100	26,800	0	23,700	21,700	18,300	18,300	18,200	18,800	18,100	21,000	23,000	228,000
4400	Laundry	120	120	60	120	120	120	120	120	120	120	120	120	1,360
4410	Public Telephones													0
4420	Vending													0
4425	Washer Rental													0
4430	Storage	400	400	239	400	400	400	400	400	400	400	400	400	4,839
4440	Bank Interest													0
4450	Out-of-Investment Interest	1,667	1,667		1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	18,333
4461	NSF Fee													0
4462	Application Fees													0
4463	Rent Stabilization Fees													0
4464	Property Tax Pass-Thru													0
4465	Street Improvements Pass-Thru													0
4466	HCO Inspection Fee													0
4470	Other Income													0
4471	Extra Person Fees													0
4472	Pet Fees													0
4473	Returned Checks													0
4474	Occupancy Tax Allowance													0
4475	Sales Tax Allowance													0
4500	Security Patrol													0
4510	Saver	3,875	3,875	2,363	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	44,988
4515	Storm Drainage Management													0
4520	Cable TV													0
4530	Trash	3,390	3,390		3,390	3,390	3,390	3,390	3,390	3,390	3,390	3,390	3,390	37,290
4540	Water Surcharge													0
4550	Lease Payment													0
4560	Parking													0
4570	Security/Sp/Key Deposits													0
4575	Unreturned Key Charge													0
4580	Sign													0
4590	Dump Station													0
4595	Shower Fees													0
4596	Gain/Loss on Sale of MH													0
	Total Other Util/Pass-Thru	9,452	9,452	2,662	9,452	9,452	9,452	9,452	9,452	9,452	9,452	9,452	9,452	106,831
	TOTAL INCOME	179,028	184,728	86,371	178,654	178,654	173,254	173,264	173,164	173,754	173,054	176,954	177,954	2,025,810

Acct #	Expenses (Cont'd)	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
5811	Pac	333	333	168	333	333	333	333	333	333	333	333	333	
5821	Insuar	625	625	313	625	625	625	625	625	625	625	625	625	3,834
5830	Security Patrol	0	0	0	0	0	0	0	0	0	0	0	0	7,188
5840	Franchise Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
5850	Travel	250	250	250	250	250	250	250	250	250	250	250	250	0
5855	Meals & Entertainment	0	0	0	0	0	0	0	0	0	0	0	0	0
5860	Space Record Fess	0	0	0	0	0	0	0	0	0	0	0	0	0
5865	Educator'n & Seminars	0	0	0	0	0	0	0	0	0	0	250	250	3,000
5870	Bad Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Office & Administration	10,744	10,744	6,336	12,744	11,444	12,744	10,744	10,744	10,744	10,744	10,744	10,744	0
	Total Operating Expenses	83,858	83,564	37,148	48,868	43,854	48,858	43,186	44,058	45,456	43,158	41,568	48,660	127,723
	NET OPERATING INCOME	125,472	121,172	49,225	131,998	132,798	127,691	120,098	128,038	128,298	129,898	132,388	131,298	848,001
	Senior Bonds													
6100	Interest Expense	71,928	71,928	0	78,120	78,120	78,120	79,120	79,120	79,120	71,928	71,928	71,928	1,479,348
2051	Principal	11,944	11,944	0	11,944	11,944	11,944	11,944	11,944	11,944	11,944	11,944	11,944	634,360
	Total Interest Expense	83,872	83,872	0	91,064	91,064	91,064	91,064	91,064	91,064	83,872	83,872	83,872	1,313,844
6500	FSA	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	7,743	82,910
	Improvements and Repairs													
7110	Trees	500	500	250	500	500	500	500	500	500	500	500	500	0
7120	Utilities	1,667	1,667	834	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	0
7130	Concrete	250	250	125	250	250	250	250	250	250	250	250	250	5,750
7140	Street Repairs	750	750	375	750	750	750	750	750	750	750	750	750	19,187
7150	Managers Home Repair	246	246	123	246	246	246	246	246	246	246	246	246	2,875
	Total Improvements & Repair	3,412	3,412	1,706	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	8,625
	NET INCOME	30,445	36,145	39,777	29,779	30,672	25,379	27,879	28,879	28,079	34,871	37,371	38,271	39,242
	Subordinate Bonds													
6101	Interest Expense	9,844	9,844	0	10,897	10,897	10,897	10,897	10,897	10,897	10,897	10,897	10,897	474,282
2052	Principal	1,667	1,667	0	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	117,761
	Total Interest Expense	11,511	11,511	0	12,564	12,564	12,564	12,564	12,564	12,564	12,564	12,564	12,564	136,094
6610	City of Novato	4,166	4,166	2,083	4,166	4,166	4,166	4,166	4,166	4,166	4,166	4,166	4,166	47,909
	INCOME	14,788	20,488	37,894	13,049	13,849	8,649	11,149	10,149	8,349	18,141	20,641	19,641	187,449
9200	OPERATING DEPOSIT	10,550	10,550	6,309	12,650	11,450	12,250	10,850	10,850	10,850	10,750	10,550	10,550	128,165

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
03/13/97

PRODUCER
Matsen Insurance Brokers
Stony Point Road Ste.160
P.O. Box 907
Santa Rosa, CA 95402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A Fremont Compensation

INSURED
Storz Management Company
P.O. Box 620580
9152 Greenback Lane, Suite 3
Orangevale, CA 95662

COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WN9769423201	01/01/97	01/01/98	X STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: 100 Marin Valley Road, Novato, CA 94949
 All California Operations

CERTIFICATE HOLDER

Novato Finance Authority
and FSA, Inc.
c/o Storz Management
9152 Greenback Lane, Suite 3
Orangevale, CA 95662

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *Timothy O. Chanter*

CRIME POLICY DECLARATIONS FORM A

L. 5/13/96

This policy consists of this Declarations Form, the Common Policy Conditions, the Crime General Provisions Form, one or more Coverage Forms, and endorsements if any issued to form a part of the policy.

POLICY NO. WCB-1181520

Premium: \$413.00 Annually

COMPANY	
---------	--

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

1. NAMED INSURED	Storz Management Company, Inc.	
2. MAILING ADDRESS	9152 Greenback Lane Orangevale, CA 95662	
3. POLICY PERIOD:	From May 01, 1996 to May 01, 1997 (12:01 A.M. Standard Time at your mailing address shown above)	
4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE		
Coverage Forms Forming Part of This Policy	Limit of Insurance	Deductible Amount
Form A CC 141 CC 149	\$75,000.00	\$1,500.00
5. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:		
CC 383 CC 262 Arrest & Conviction Rider Bond Termination Rider		
6. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice cancelling prior policy or bond Nos.		
the cancellation to be effective at the time this Policy becomes effective.	413.00.	

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Roseanne J. Stetter

Assistant Secretary

John S. Lee

President

COUNTERSIGNED May 02, 1996
(Date)

BY *Elsa Escobar*
(Authorized Representative)
Elsa Escobar, Attorney-in-Fact

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

03/13/97

ISSUER
 Albano-Dale-Dunn & Lewis, Inc.
 P. O. Box 620697
 Orangevale CA 95662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Travelers/Aetna
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
 Storz Management Company, Inc.
 P. O. Box 620580
 Orangevale CA 95662

COVERAGE
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPER <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY	063ACM25641807	09/03/96	09/03/97	BODILY INJURY OCC \$
					BODILY INJURY AGG \$
					PROPERTY DAMAGE OCC \$
					PROPERTY DAMAGE AGG \$
					BI & PD COMBINED OCC \$ 1,000,000
					BI & PD COMBINED AGG \$ 2,000,000
					PERSONAL INJURY AGG \$
2	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Private Pass) <input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	063ACM25641807	09/03/96	09/03/97	BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 1,000,000
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$
					AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					WC STATUTORY LIMITS OTHER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Premises Liability for office at:
 9152 Greenback Lane
 Orangevale, CA. 95662

CERTIFICATE HOLDER
 FSA, Inc.
 10 Park Avenue
 New York, NY. 10022

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *Denise Robert For Cell*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

03/13/97

PRODUCER

Albano-Dale-Dunn & Lewis, Inc.
 P. O. Box 620697
 Orangevale CA 95662

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COMPANIES AFFORDING COVERAGE

- COMPANY A Travelers/Aetna
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

Storz Management Company, Inc.
 P. O. Box 620580
 Orangevale CA 95662

COVERAGES

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CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	063ACM25641807	09/03/96	09/03/97	BODILY INJURY OCC	\$		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$		
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC	\$		
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$		
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC	\$ 1,000,000		
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG	\$ 2,000,000		
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG	\$		
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE							
	<input type="checkbox"/> PERSONAL INJURY							
A	AUTOMOBILE LIABILITY	063ACM25641807	09/03/96	09/03/97	BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$ 1,000,000		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				EACH OCCURRENCE	\$		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>INC STATUTORY LIMITS</td> <td>OTHER</td> </tr> </table>	INC STATUTORY LIMITS	OTHER	
	INC STATUTORY LIMITS	OTHER						
	<input type="checkbox"/> THE PROPRIETOR/PARTNERSEXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT	\$		
		<input type="checkbox"/> EXCL			EL DISEASE - POLICY LIMIT	\$		
<input type="checkbox"/> OTHER				EL DISEASE - EA EMPLOYEE	\$			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Premises Liability for office at:
 9152 Greenback Lane
 Orangevale, CA. 95662

CERTIFICATE HOLDER

Novato Finance Authority
 90 Sherman Avenue
 Novato, CA. 94945

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albano-Dale-Dunn & Lewis, Inc.

On File With Bond Counsel and City of Novato

On File With Bond Counsel and City of Novato

DAVID G. KENYON
CHRISTINE WINN

950 Northgate Dr., Ste. 302 • San Rafael, CA 94903
Telephone (415) 507-0188 • Fax (415) 507-0198

March 12, 1997

Mr. Richard Hill
Assistant City Manager &
Director of Finance
City of Novato
900 Sherman Avenue
Novato, CA 94945

RE: Marin Valley

Dear Mr. Hill:

As you know, P. A. Hoon & Company and I have been required to defer all or a portion of our fees and costs due from the close of the Marin Valley Mobile Country Club purchase for a period of years as insufficient funds are available at close of escrow to pay our fees and reimburse our costs. This letter is to serve as the "fee letter" identified in the definition of *Deferred Consultant Costs* in Section 1.01 of the Trust Indenture. All italicized words herein are defined by the Trust Indenture.

The sum due to me is \$198,250. The sum due to P. A. Hoon & Company is \$320,000. Each of these sums is to bear interest at 7.5% per annum compounded daily based on the outstanding loan amount calculated based on a 365 day year. Such sums are to be non-transferrable except to revocable trusts or by reason of death of the payee. Payments of the *Deferred Consultant Costs* under the Trust Indenture are to be paid 38.25% to me and 61.75% to P. A. Hoon & Company, Inc.

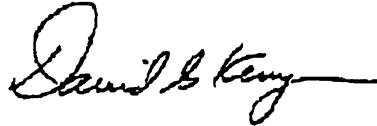
It has also been agreed that if at close of escrow funds are obtained from sources other than currently anticipated on the Sources and Uses statement attached hereto, for example by way of a sale of interest earnings, an original issue premium or other similar sources, then such additional funds shall be applied one-half in payment of the *Deferred Owner Costs* as defined in the Trust Indenture and one-half in payment of the *Deferred Consultant Costs* up to the full amount of *Deferred Owner Costs* and *Deferred Consultant Costs* owed.

This agreement may be executed in counterparts and by facsimile.

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Mr. Richard Hill
March 12, 1997
Page 2

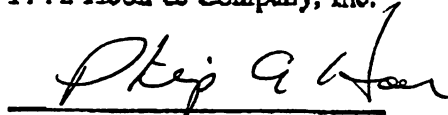
Sincerely



David G. Kenyon

Agreed and Accepted this 12th day of March, 1997.

P. A. Hoon & Company, Inc.


by P. A. Hoon, President

Novato Finance Authority


by: Richard Hill,
Finance Director
and by Sonia Seeman, Director

The Park Acquisition Corporation of Marin Valley Mobile Country Club verifies the sums claimed due hereunder as being due if the property is acquired by the Novato Finance Authority or the Park Acquisition Corporation of Marin Valley Mobile Country Club.

Executed this 12th day of March, 1997.


Owen Haxton, President



**First Trust
California**

Member First Bank System

EXTERNAL AUTHORIZED SIGNERS

I hereby certify that the following is a true and exact extract from the Bylaws of First Trust of California, National Association, a national banking association organized under the laws of the United States. I further certify that the persons listed herein have been duly appointed and have qualified and now hold their respective offices, and that the signatures of such persons are authentic.

Date March 13, 1997

Angeli
Assistant Secretary
First Trust of California,
National Association

FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION BYLAWS, ARTICLE VII

Section 7.1 Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION

Almurdaah, Ashraf Z.

Assistant Vice President & Assistant Secretary

Ashraf Z. Almurdaah

Andreacchi, Carol

Trust Officer & Assistant Secretary

Carol Andreacchi

Axt, John

Assistant Vice President & Assistant Secretary

John Axt

Ball, Sheri B.

Vice President & Assistant Secretary

Sheri B. Ball

Boettger, Kristin M.

Assistant Vice President & Assistant Secretary

Kristin M. Boettger

Borjon, June D.

Trust Officer & Assistant Secretary

June D. Borjon

Burns, Denise E.

Vice President & Secretary

Denise Burns

Canessa, Milly P.

Trust Officer & Assistant Secretary

Milly Canessa

Cleveland, Malinda

Assistant Vice President & Assistant Secretary

Malinda Cleveland

Deichler, Betty

Vice President & Assistant Secretary








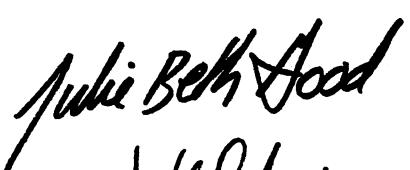

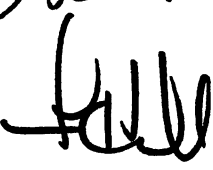
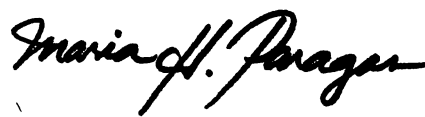
Betty Deichler

Demchuk, Thomas M.

Trust Officer & Assistant Secretary

Thomas M. Demchuk

OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION

Diaz, Marianne	Trust Officer & Assistant Secretary	
Flores, Sonia N.	Assistant Vice President & Assistant Secretary	
Freeman, Andrea	Trust Officer & Assistant Secretary	
Fuette, Mary Lou	Trust Officer & Assistant Secretary	
Furukawa, Evelyn T.	Assistant Vice President & Assistant Secretary	
Gadsby, Ann	Assistant Vice President & Assistant Secretary	
Gardner, Mitchell A.	Trust Officer & Assistant Secretary	
Good, Julie B.	Vice President & Assistant Secretary	
Goodson, Lorraine G.	Assistant Vice President & Assistant Secretary	
Hall, Fonda	Assistant Vice President & Assistant Secretary	
Hautea- Paragas, Maria	Trust Officer & Assistant Secretary	

OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION

Harrison, Loyce G. Vice President & Assistant Secretary



Henson, Mark D. Trust Officer & Assistant Secretary



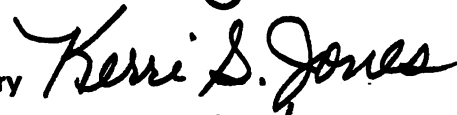
Holder, Jennifer Y. Vice President & Assistant Secretary



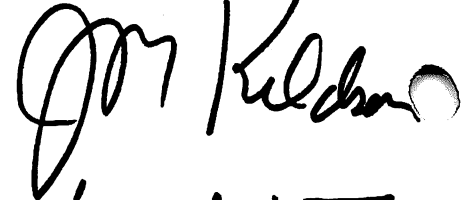
Hyman, Robert C. Assistant Vice President & Assistant Secretary



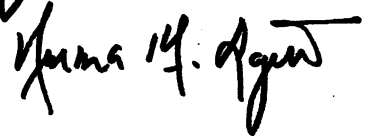
Jones, Kerri S. Assistant Vice President & Assistant Secretary



Keldsen, James M. Vice President & Assistant Secretary



Laguerta, Norma M. Trust Officer & Assistant Secretary



Lee, Mary D. Assistant Vice President & Assistant Secretary



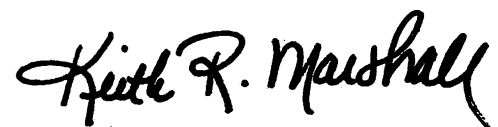
Libunao, Josephine S. Assistant Vice President & Assistant Secretary



Mares, Bertha Assistant Vice President & Assistant Secretary



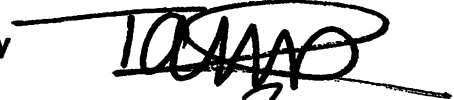
Marshall, Keith R. Vice President & Assistant Secretary



**OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION**

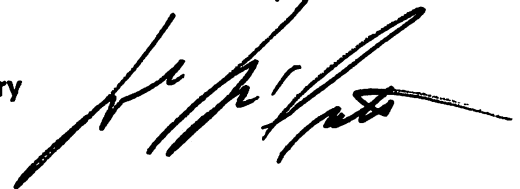
Mawn, Tamara M.

Vice President & Assistant Secretary



McIntire, John P.

Trust Officer & Assistant Secretary



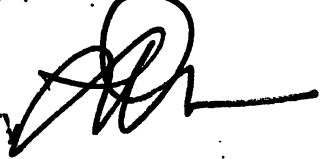
McRoberts, Terry L.

President & CEO

Terry L. McRoberts

Medrano, Lydia

Assistant Vice President & Assistant Secretary



Mehta, Bakul

Trust Officer & Assistant Secretary

Bakul Mehta

Murphy, Cora

Trust Officer & Assistant Secretary



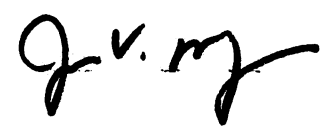
Murrell, Melinda G.

Assistant Vice President & Assistant Secretary



Myers, James V.

Vice President & Assistant Secretary




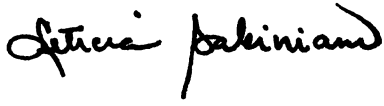



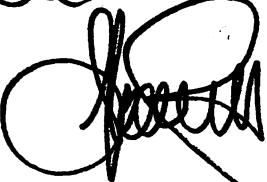


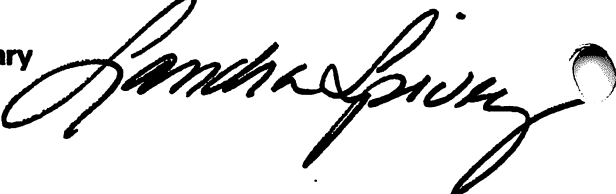


Perez, Nancy R.












Trust Officer & Assistant Secretary



**OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION**

Pratcher, Samuel A.	Assistant Vice President & Assistant Secretary	
Presto-Choroski, Myrna	Trust Officer & Assistant Secretary	
Rockett, Francine	Assistant Vice President & Assistant Secretary	
Sabiniano, Leticia E.	Trust Officer & Assistant Secretary	
Sarkis, Raafat A.	Vice President & Assistant Secretary	
Scarbrough, Bradley	Assistant Vice President & Assistant Secretary	
Schneider, Robert W.	Assistant Vice President & Assistant Secretary	
Soares, Sheila K.	Assistant Vice President & Assistant Secretary	
Soderholm, Annette C.	Vice President & Assistant Secretary	
Soto, Elizabeth	Trust Officer & Assistant Secretary	
Spivey, Sandra L.	Trust Officer & Assistant Secretary	

**OFFICER SECTION
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION**

Swindall, Margaret S.	Vice President & Assistant Secretary	
Thompson, Scott S.	Trust Officer & Assistant Secretary	
Torres, Johanna	Trust Officer & Assistant Secretary	
Valdivia, Katherine M.	Assistant Vice President & Assistant Secretary	
Vargas, Susan	Vice President & Assistant Secretary	
Verstuyft, Linda D.	Assistant Vice President & Assistant Secretary	
Wall, Teresa	Vice President & Assistant Secretary	
Wise, Barbara	Vice President & Assistant Secretary	
Yang, Grace H.	Trust Officer & Assistant Secretary	
Young, Melonee	Assistant Vice President & Assistant Secretary	
Zieminski, Anne	Trust Officer & Assistant Secretary	

End of signatures for this section.

NON-OFFICER SECTION

You are authorized to honor the signatures of the following persons and those persons listed in the Officer Section when used to sign or countersign on behalf of First Trust of California, National Association while acting in its capacity as transfer agent, registrar, trustee or authenticating agent for bond certificates, equipment trust certificates, notes or similar securities and while acting as servicing agent in the performance of these duties.

Correa, Reynaldo T.

Reynaldo T. Correa

Kletke, Walter

Walter Kletke

Tello, Reynaldo

Reynaldo B. Tello

End of signatures for this section.



**First Trust
California**
Member First Bank System

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

CLOSING CERTIFICATE OF THE TRUSTEE

The undersigned, with regards to the above referenced Bonds (the "Bonds"), hereby states and certifies:

(a) I am an authorized officer of First Trust of California, National Association, a national banking association organized under the laws of the United States of America, acting as trustee (the "Trustee") under the Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between the Trustee and the California Local Government Finance Authority ("CLGFA");

(b) The Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States of America, having full power and authority to enter into and perform its duties under the Indenture and the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 1, 1997 (the "Mortgage") by and among the Trustee, the Owner and Consolidated Title Services Inc.;

(c) The Trustee is duly authorized to enter into the Indenture and the Mortgage and to authenticate and deliver the Bonds to or upon the order of Sutro & Co. Incorporated and George K. Baum & Company (the "Underwriters") pursuant to the terms of the Indenture;

(d) The Bonds have been duly authenticated and delivered to or upon the order of the Underwriters pursuant to direction from the Novato Financing Authority ("the Owner");

(e) To the best of the Trustee's knowledge, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Trustee or threatened against the Trustee which in the reasonable judgement of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Indenture or contesting the powers of the Trustee or its authority to enter into and perform its obligation under the Indenture;

(f) To the best of the Trustee's knowledge, after due inquiry, the Trustee is not in breach of or default under any law or administrative rule or regulation of the United States of America or the State of California, or any department, division, agency or instrumentality

thereof, or any applicable court or administrative decree or order which would materially impair the ability of the Trustee to perform its obligations under the Indenture;

(g) The execution and delivery of the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreements to which the Trustee is subject or by which it is bound; and

(h) No approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the consummation of the transactions contemplated by the Indenture.

Dated: March 13, 1997

FIRST TRUST OF CALIFORNIA, NATIONAL
ASSOCIATION

By *Lucia Salinian*
Authorized Officer

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

TRUSTEE'S RECEIPT OF PURCHASE PRICE

The undersigned hereby states and certifies that, on behalf of First Trust of California, National Association, as trustee (the "Trustee") under the Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between the Trustee and the California Local Government Finance Authority ("CLGFA"), the Trustee received this date (a) from Sutro & Co. Incorporated and George K. Baum & Company, as underwriters (the "Underwriters"), the amount of \$15,368,785.00 (which the Underwriters have represented to be the aggregate total of the principal amount of the Series 1997A Bonds plus accrued interest of \$28,771.25 less original discount of \$28,848.75 and an Underwriters' Discount of \$116,137.50; plus (b) from Chase Manhattan Bank on behalf of the initial purchaser of the Series 1997B Bonds, the principal amount of the Series 1997B Bonds of \$1,585,000 in immediately available funds; plus (c) from the Novato Financing Authority, the amount of \$84,500.00.

Dated: March 13, 1997

FIRST TRUST OF CALIFORNIA, NATIONAL
ASSOCIATION

By *Patricia Salinian*
Authorized Officer

First Trust California

Member First Bank System

March 13, 1997

California Local Government Financing Authority
ATTN: Marcia Basque
Regional Council of Rural Counties
1020 12th. Street, Suite 200-A
Sacramento, CA 95814

Account Number
95-436050 & 95436060

Re: CLGFA SENIOR/SUBORDINATE BONDS '97
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION)

	<u>TOTAL</u>
Acceptance Fee:	\$3,500.00
<p>This fee covers the examination by the Trustee of the governing instruments and all supporting documentation and the set up of required records.</p>	
Trustee Counsel Fee	2,000.00
Annual Administrative Fees billed in advance for the period ending 3/13/98	7,500.00

monthly in arrears *JG/ab*

BALANCE DUE

\$13,000.00

* All balances are due within 30 days to avoid
a monthly finance charge of 1 1/2%
* Direct questions/inquiries to your Administrative Officer

REMIT TO: FIRST TRUST CALIFORNIA
CM 9700
ST PAUL, MN 55170-9700

hmm/les



FEE SCHEDULE

**Trustee, Registrar and Paying Agent
CALIFORNIA LOCAL GOVERNMENT FINANCING AUTHORITY
SENIOR REVENUE BONDS, SERIES 1997A
SUBORDINATE REVENUE BONDS, SERIES 1997B
(Marin Valley Mobile Country Club Park Acquisition)
Approximately \$17 Million Aggregate Principal Amount**

- I. ACCEPTANCE FEE: \$3,500.00**
This fee covers the examination by the Trustee of the governing instruments and all supporting documentation and the set up of required records. Also includes all services relating to the bond closing including administration of the Project Fund and the Costs of Issuance Fund. Payable at Closing.
- II. TRUSTEE'S COUNSEL FEE (not to exceed): \$2,500.00**
Payable at Closing.
- Mr. Dennis Wong of Dorsey & Whitney will serve as Trustee's Counsel.**
- III. ANNUAL ADMINISTRATION FEE: \$7,500.00**
This fee covers all Trustee and fiscal agent services, such as maintenance of records, receipt and allocation of Revenues, processing of requisitions, correspondence, and preparation and distribution of monthly accounting statements. Also includes services as Paying Agent and Bond Registrar as well as indirect out-of-pocket expenses. Payable annually in advance.
- IV. EXTRAORDINARY SERVICES AND EXPENSES:**
Reasonable fees and expenses will be charged for Extraordinary Services not covered herein, but only with the prior written consent of the borrower.

October 29, 1996 (Revised March 3, 1997)



**First Trust
California**

FEE SCHEDULE

Dissemination Agent for:

**CALIFORNIA LOCAL GOVERNMENT FINANCING AUTHORITY
SENIOR REVENUE BONDS, SERIES 1997A
SUBORDINATE REVENUE BONDS, SERIES 1997B
(Marin Valley Mobile Country Club Park Acquisition)**

- I. ACCEPTANCE FEE:** **NO CHARGE (if we are Trustee)**
Covers the examination of the Continuing Disclosure Agreement and all supporting documentation as well as set up of required records.
- II. ANNUAL FEE (Each Agreement):** **\$ 500.00** *R*
Covers all services in connection with the Annual Report, including reminder and follow up letter to Issuer; determination of names and addresses of National and State Repositories; filing of report certifying that Annual Report has (or has not) been provided by the Issuer, stating the date it was filed and listing all repositories to which it was provided
- III. ACTIVITY CHARGE (as applicable):**
Giving notice of each "Significant Event" (if any) to the Municipal Securities Rulemaking Board and each State Repository **\$ 100.00** *R*
- IV. EXTRAORDINARY SERVICES AND EXPENSES:**
Reasonable fees and expenses will be charged for any Extraordinary Services not covered herein.

Fees are subject to review and adjustment as future conditions warrant.

March 1, 1997

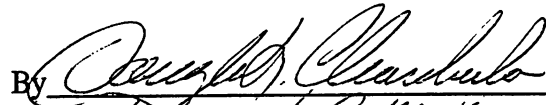
\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

RECEIPT OF THE UNDERWRITER

The undersigned hereby states and certifies that, on behalf of Sutro & Co. Incorporated and George K. Baum & Company (collectively, the "Underwriters"), he received this date the following described bonds: \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority, as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof and authenticated by First Trust of California, National Association, as trustee.

Dated: March 13, 1997.

SUTRO & CO. INCORPORATED

By 
Name DOUGLAS L. CHARLOCK
Title SE. VICE PRESIDENT

KUTAK ROCK

A PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

THE OMAHA BUILDING
1650 FARNAM STREET

OMAHA, NEBRASKA 68102-2186

402-346-6000

FACSIMILE 402-346-1148

<http://www.kutakrock.com>

March 4, 1997

ATLANTA
DENVER
KANSAS CITY
LITTLE ROCK
NEW YORK
NEWPORT BEACH
OKLAHOMA CITY
PHOENIX
PITTSBURGH
WASHINGTON

\$15,450,000*

Senior Revenue Bonds, Series 1997A

(Marin Valley Mobile Country Club Park Acquisition Project)

Issued for the Benefit of

Novato Financing Authority (California)

Facilitated by the

California Local Government Finance Authority

PRELIMINARY BLUE SKY MEMORANDUM

Sutro & Co. Incorporated
201 California Street
San Francisco, California 94111

George K. Baum & Company
717 Seventeenth Street
Denver, Colorado 80202

Greeting:

The Preliminary Blue Sky Memorandum (the "Memorandum") attached comments on the requirements of the securities or "Blue Sky" laws of the 50 United States, the District of Columbia and Puerto Rico with respect to offer and sale to the public of the captioned Senior Revenue Bonds (the "Securities"). Our comments are based on an examination of the various statutes and the related rules and regulations, if any, issued thereunder, as reported in the latest version available to us of the standard unofficial compilation of those laws customarily relied upon for the preparation of a Blue Sky Memorandum and upon statements contained in the latest available draft of the Preliminary Official Statement.

*Preliminary; subject to change.

KUTAK ROCK

Sutro & Co. Incorporated
George K. Baum & Company
March 4, 1997
Page 2

We are attorneys admitted to practice in the State of Nebraska, and we have obtained neither opinions of members of the Bar of any other jurisdiction nor formal rulings from state regulatory commissions, departments or other administrative bodies or officials. Statements made or conclusions expressed in the Memorandum are subject to change upon exercise of broad discretionary powers vested in administrative authorities, authorizing them, among other things, to withdraw exemptions, to impose additional requirements, to refuse registrations or to issue stop orders.

Conclusions stated in the Memorandum assume that the Securities are, and will be upon completion of the transaction, securities exempt from registration under § 3(a)(2) of the Securities Act of 1933.

We will provide you with a supplemental memorandum at the time of closing of this offering advising you whether we have been able to complete those actions that are listed in Part I B of the Memorandum as required but not yet completed.

The Memorandum does not cover requirements of the laws of any jurisdiction with respect to (i) registration or licensing of dealers, brokers or salesmen, (ii) form or substance of advertising or filing requirements for advertising, (iii) legality of investments in the Securities by any institutions which may purchase them, or (iv) any resale of the Securities by any person who may purchase them in the present offering.

Yours truly,

KUTAK ROCK

\$15,450,000*
Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

PRELIMINARY BLUE SKY MEMORANDUM

March 4, 1997

I

SALES TO THE PUBLIC

A. Jurisdictions Where Action Is Not Required

Offers and sales of the Securities may be made in any amount to anyone in the following jurisdictions without registration of the Securities or any filing being made with the local securities law administrator. Such offers and sales may be made only by sellers who are registered or licensed appropriately as dealers, brokers, salespersons or sales agents within the applicable jurisdiction or who are properly exempted from that jurisdiction's sellers' registration or licensing requirements.

Alabama	Idaho	Missouri	Rhode Island
Alaska	Illinois	Nebraska	South Carolina
Arizona	Indiana	Nevada	South Dakota
Arkansas	Iowa	New Mexico	Tennessee
California	Kansas	North Carolina	Texas
Colorado	Kentucky	North Dakota	Utah
Connecticut	Louisiana	Ohio	Virginia
Delaware	Maine	Oklahoma	Washington ¹
District of Columbia	Maryland	Oregon	West Virginia
Georgia	Massachusetts	Pennsylvania	Wisconsin
Hawaii	Michigan	Puerto Rico	Wyoming
	Mississippi		

¹ The Securities may be offered and sold to the public in Washington without payment of certain fees only if they receive a rating of "AA" or better from Standard and Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or an equivalent rating from Moody's Investors Service, Inc.

B. Jurisdictions Where Action Is Required

Offers and sales of the Securities may be made to anyone in the following jurisdictions only after either the Securities have been registered, certain filings have been made, certain state fees have been paid or else information sufficient to support a claim of exemption has been obtained. Such offers and sales may be made only by sellers who are registered or licensed appropriately as dealers, brokers, salespersons or sales agents within the

**Preliminary; subject to change.*

applicable jurisdiction or who are properly exempted from that jurisdiction's sellers' registration or licensing requirements. We are attempting to qualify the entire offering in each of the following jurisdictions:

Florida¹

New Jersey¹

New York

The Securities may not be offered or sold to the public in any of the above jurisdictions until after completion of the required action or receipt of the required information.

¹ We are attempting to obtain information to support a claim of exemption for the Securities in this state.

II

JURISDICTIONS IN WHICH SALES TO THE PUBLIC MAY NOT BE MADE

Although it appears that the Securities are exempted securities in the following jurisdictions, in each certain filing or registration fees are to be paid to the administrator before offers or sales to the public will be proper in such jurisdiction. Because there is no plan at present to pay any such fees, no offers or sales to the public should be made in the following jurisdictions.

Minnesota

Montana

New Hampshire

Vermont

III

SALES TO SPECIFIED INSTITUTIONS AND DEALERS

In addition to any offers or sales of the Securities that Part I indicates are proper, *offers and sales* of the Securities may be made *in any amount* to certain specific institutions (subject to any qualifications noted) without registration of the Securities or any filings being made with the local securities law administrator, and without waiting to complete any action necessary to qualify the Securities for offers and sales to the public that is set forth in Part I.B of this Memorandum. Set forth below, following the name of each jurisdiction, is a list of those institutions or entities sales to which are exempted from that jurisdiction's securities registration provisions.

Such exempt offers and sales to institutional purchasers may be made only by sellers who are registered or licensed appropriately as dealers, brokers, salespersons or sales agents within the applicable jurisdiction or who are properly exempted from that jurisdiction's sellers' registration or licensing requirements. Eligibility of the Securities for investment by the institutions listed below is not covered in this Memorandum, and no assumption as to eligibility or suitability for purchase by any institution may be drawn from its listing below.

ALABAMA

Any bank, savings institution, credit union, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or dealer.

ALASKA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

ARIZONA

Any bank, savings institution, insurance company, dealer, agency or instrumentality of the United States or of a state, or person a principal part of whose business consists of buying securities.

ARKANSAS

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, broker-dealer or any person the Arkansas Securities Commissioner declares by order to be an "institutional buyer" for purposes of the exemption.

CALIFORNIA

Any bank, savings and loan association, trust company, insurance company, investment company registered under the Investment Company Act of 1940, pension or profit-sharing trust (other than a pension or profit-sharing trust of the issuer, a self-employed individual retirement plan or individual retirement account), or such other institutional investor or governmental agency or instrumentality as the California Commissioner of Corporations may designate by rule, *provided* the purchaser represents that it is purchasing for its own account (or for a trust account for which it is trustee) for investment and not with a view to or for sale in connection with any distribution of the security.

COLORADO

Any financial or institutional investor or broker-dealer. "Financial or institutional investor" means (i) a depository institution, (ii) an insurance company, (iii) a separate account of an insurance company, (iv) an investment company registered under the Investment Company Act of 1940, (v) a business development company as defined in the Investment Company Act of 1940, (vi) a private business development company as defined in the Investment Advisers Act of 1940, (vii) an employee pension, profit-sharing or benefit plan (if the plan has total assets in excess of five million dollars or if its investment decisions are made by a named fiduciary as defined in the Employee Retirement Income Security Act of 1974 that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution or an insurance company), (viii) an entity, other than an individual, a substantial part of whose business activities consists of investing, purchasing, selling or trading in securities of more than one issuer and not of its own issue and that has total assets in excess of five million dollars as of the end of its latest fiscal year, (ix) a small business investment company licensed by the Small Business Administration under the Small Business Investment Act of 1958, or (x) any other institutional buyer.

CONNECTICUT

Any state bank and trust company, national banking association, savings bank, savings and loan association, federal savings and loan association, credit union, federal credit union, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

DELAWARE

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

DISTRICT OF COLUMBIA

The District of Columbia Securities Act does not require registration of securities.

FLORIDA

Any bank, trust company, savings institution, insurance company, dealer, investment company as defined by the Investment Company Act of 1940, pension or profit-sharing trust, or qualified institutional buyer as defined by rule of the Florida Department of Banking and Finance in accordance with the Securities and Exchange Commission's Rule 144A, *provided* any such offer or sale is not for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of the Florida Securities and Investor Protection Act; also any sale to a corporation by another corporation *provided* the sale price of the securities is fifty thousand (\$50,000) dollars or more and the buyer and seller each have assets of five hundred thousand (\$500,000) dollars or more.

GEORGIA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, real estate investment trust, small business investment corporation, pension or profit-sharing plan or trust, other financial institution, or dealer.

HAWAII

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or dealer.

IDAHO

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

ILLINOIS

Any corporation, bank, savings bank, savings institution, savings and loan association, trust company, insurance company, building and loan association, dealer, pension fund, pension trust, employees' profit-sharing trust, other financial institution or institutional investor, any government or political subdivision or instrumentality thereof, any partnership or other association engaged as a substantial part of its business or operations in purchasing or holding securities, any trust in respect of which a bank or trust company is trustee or co-trustee, any entity in which at least 90% of the equity is owned by certain described institutional or sophisticated persons, any employee benefit plan within the meaning of Title I of the federal ERISA Act if (i) the investment decision is made by a plan fiduciary as defined in Section 3(21) of the federal ERISA Act and such plan fiduciary is either a bank, savings and loan association, insurance company, registered investment adviser or an investment adviser registered under the federal 1940 Investment Advisers Act, or (ii) the plan has total assets in excess of \$5,000,000 or (iii), in the case of a self-directed plan, investment decisions are made solely by certain described institutional or sophisticated persons, any plan established and maintained by, and for the benefit of the employees of, any state or political subdivision or agency or instrumentality thereof if such plan has total assets in excess of \$5,000,000, or any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, Massachusetts or similar business trust, or partnership, if such organization, trust or partnership has total assets in excess of \$5,000,000.

INDIANA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

IOWA

Any bank, savings and loan association, credit union, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, broker-dealer or such other person or class of persons as the Iowa Commissioner of Insurance may include in this exemption by rule or order.

KANSAS

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, broker-dealer, or underwriter.

KENTUCKY

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

LOUISIANA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, real estate investment trust, small business investment corporation, pension or

profit-sharing plan or trust, other financial institution, or dealer.

MAINE

Any financial and institutional investor or broker-dealer. "Financial and institutional investor" includes any depository institution, depository institution holding company, insurance company, separate account of an insurance company, investment company as defined by the Investment Company Act of 1940, business development company as defined by the Investment Company Act of 1940, entity (other than a natural person) a substantial part of whose business activities consists of investing, purchasing, selling or trading in securities of more than one issuer and not of its own issue and that has gross assets in excess of one million dollars, employee pension and profit-sharing or benefit plan (other than such a plan of the issuer, a self-employed individual retirement plan or individual retirement account) if (i) the investment decision is made by a plan fiduciary as defined in the Employee Retirement Income Security Act of 1974 which is either a depository institution, an insurance company or an investment adviser registered under the Revised Maine Securities Act or (ii) the plan has total assets in excess of five million dollars, small business investment company licensed by the Small Business Administration under the Small Business Investment Act of 1958, or entity organized and operated not for private profit as described in the Internal Revenue Code Section 501(c)(3) with total assets in excess of five million dollars.

MARYLAND

Any investment company as defined in the Investment Company Act of 1940, investment advisor with assets under management of not less than \$1,000,000, broker-dealer, bank, trust company, savings and loan association, insurance company, employee benefit plan with assets of not less than \$1,000,000, governmental agency or instrumentality or such other institutional investor as designated by rule or order of the Maryland Securities Commissioner.

MASSACHUSETTS

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

MICHIGAN

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, the federal national mortgage association, the federal home loan mortgage corporation, the government national mortgage association, pension or profit-sharing trust the assets of which are managed by an institutional manager, the treasurer of the State of Michigan, other financial institution, or broker-dealer.

MINNESOTA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer (including a corporation with a class of equity securities registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, or a person who is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933), or broker-dealer.

MISSISSIPPI

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

MISSOURI

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

MONTANA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

NEBRASKA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, an individual accredited investor, or broker-dealer.

NEVADA

Any financial or institutional investor or broker-dealer. "Financial or institutional investor" means any depository institution, insurance company, separate account of an insurance company, investment company as defined in the Investment Company Act of 1940, employee pension, profit-sharing or benefit plan (if [i] the plan has total assets in excess of five million dollars or [ii] its investment decisions are made by a named fiduciary as defined in the Employee Retirement Income Security Act of 1974 that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution or an insurance company), or any other institutional buyer.

NEW HAMPSHIRE

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

NEW JERSEY

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

NEW MEXICO

Any financial or institutional investor or broker-dealer. "Financial or institutional investor" means any depository institution, insurance company, separate account of an insurance company, investment company as defined in the Investment Company Act of 1940, employee pension, profit-sharing or benefit plan (if the plan has total assets in excess of five million dollars or if its investment decisions are made by a plan fiduciary as defined in the Employee Retirement Income Security Act of 1974 which is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution or an insurance company), business development company as defined by the Investment Company Act of 1940, small business investment company licensed by the Small Business Administration under the Small Business Investment Act of 1958, or any other financial or institutional buyer designated by rule or order of the Director of the New Mexico Securities Division.

NEW YORK

There is no transactional exemption for sales to institutions in New York.

NORTH CAROLINA

Any corporation which has a net worth in excess of one million dollars as determined by generally accepted accounting principles, bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or dealer.

NORTH DAKOTA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or dealer.

OHIO

Any institutional investor, dealer, or the issuer. "Institutional investor" means any corporation, bank, insurance company, pension fund or pension fund trust, employees' profit-sharing fund or employees' profit-sharing trust, any association engaged, as a substantial part of its business or operations, in purchasing or holding securities, or any trust in respect of which a bank is a trustee or co-trustee, but does not include any entity formed for the primary purpose of evading the Ohio Blue Sky Law.

OKLAHOMA

Any financial or institutional investor or broker-dealer. "Financial or institutional investor" means any depository institution, insurance company, separate account of an insurance company, investment company as defined in the Investment Company Act of 1940, employee pension, profit-sharing or benefit plan (if the plan has total assets in excess of five million dollars or if its investment decisions are made by a named fiduciary as defined in the Employee Retirement Income Security Act of 1974 that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment

Advisers Act of 1940, a depository institution or an insurance company), qualified institutional buyer as defined in Rule 144A adopted by the Securities and Exchange Commission, or other institutional buyer.

OREGON

Any bank, savings institution, trust company, insurance company, investment company, pension or profit-sharing trust, other financial institution or institutional buyer (including the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Department of Veterans Affairs and the Government National Mortgage Association), broker-dealer, mortgage broker or mortgage banker.

PENNSYLVANIA

Any institutional investor or broker-dealer. "Institutional investor" means any bank, insurance company, pension or profit-sharing plan or trust, investment company as defined in the Investment Company Act of 1940, other financial institution, any person other than an individual which controls any of the foregoing, the Federal Government, state or any agency or political subdivision thereof, any other person so designated by regulation of the Pennsylvania Securities Commission.

A regulation of the Pennsylvania Securities Commission states that the term "institutional investor" includes:

(1) A corporation or business trust or a wholly-owned subsidiary of the person which has been in existence for eighteen months and which has a tangible net worth on a consolidated basis, as reflected in its most recent audited financial statements, of ten million dollars or more.

(2) A college, university, or other public or private institution which has received exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 and which has a total endowment or trust funds, including annuity and life income funds, of five million dollars or more according to its most recent audited financial statements, *provided* that the aggregate dollar amount of securities being sold to the person under the exemption may not exceed 5.0% of its endowment or trust funds.

(3) A wholly-owned subsidiary of a bank as defined in the Pennsylvania Securities Act of 1972.

(4) ...

(5) A Small Business Investment Company as defined in the Small Business Investment Act of 1958 which either:

(i) has a total capital of one million dollars or more, or

(ii) is controlled by institutional investors as defined in the Pennsylvania Securities Act of 1972 or the regulation thereunder.

(6) A Seed Capital Fund, as defined in Section 2 and authorized in Section 6 of the Pennsylvania Small Business Incubators Act (73 P.S. §§395.2 and 395.6).

(7) A Business Development Credit Corporation, as authorized by the Pennsylvania Business Development Credit Corporation Law (15 P.S. §§2701-2716).

(8) A person whose securityholders consist solely of institutional investors or broker-dealers.

(9) A person as to which the issuer reasonably believed qualified as an institutional investor under the Commission's regulation at the time of the offer or sale of the securities on the basis of written representations made to the issuer by the purchaser.

PUERTO RICO

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Companies Act of Puerto Rico, pension or profit-sharing trust, other financial institution or institutional

buyer, or broker-dealer.

RHODE ISLAND

Any financial or institutional investor or broker-dealer. "Financial or institutional investor" means any depository institution, insurance company, separate account of an insurance company, investment company as defined in the Investment Company Act of 1940, employee pension, profit-sharing or benefit plan (if the plan has total assets in excess of five million dollars or if investment decisions are made by a plan fiduciary as defined in the Employee Retirement Income Security Act of 1974 which is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution or an insurance company), or other institutional buyer.

SOUTH CAROLINA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

SOUTH DAKOTA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

TENNESSEE

Any institutional investor or broker-dealer. "Institutional investor" means any bank, trust company, insurance company, investment company registered under the Investment Company Act of 1940, holding company which controls any of the foregoing, trust or fund over which any of the foregoing has or shares investment discretion, pension or profit-sharing plan, institutional buyer as defined by rule of the Tennessee Commissioner of Commerce and Insurance, or other person (other than a dealer as defined in the Tennessee Securities Act of 1980) engaged as a substantial part of its business in investing in securities, *provided* the purchaser has a net worth in excess of one million dollars.

TEXAS

Any bank, trust company, building and loan association, insurance company, surety or guaranty company, savings institution (including any federally, or state, chartered credit union or savings and loan association or a federal savings bank), investment company as defined in the Investment Company Act of 1940, small business investment company as defined in the Small Business Investment Act of 1958, or dealer registered in Texas actually engaged in buying and selling securities, *provided* any such institution purchases *only* for its own account or as a bona fide trustee of a trust organized and existing other than for the purpose of acquiring the specific securities for which an exemption is being claimed.

A rule of the Texas State Securities Board exempts from securities registration provisions offers or sales of securities to any of the following purchasers:

(1) an "accredited investor" [as that term is defined in Rule 501(a)(1)-(4), (7) and (8) promulgated by the Securities and Exchange Commission under the Securities Act of 1933 as made effective in SEC Release Number 33-6389, as amended in Release Numbers 33-6437, 33-6663, 33-6758 and 33-6825], excluding however any self-directed employee benefit plan with investment decisions made solely by persons that are "accredited investors" as defined in Rule 501(a)(5)-(6);

(2) a "qualified institutional buyer" [as that term is defined in Rule 144A(a)(1) promulgated by the Securities and Exchange Commission under the Securities Act of 1933 as made effective in SEC Release Number 33-6862 and amended in Release Number 33-6963]; or

(4) a corporation, partnership, trust, estate or other entity (excluding individuals) having net worth of not less than five million dollars or a wholly-owned subsidiary of such entity, as long as the entity was not formed for the purpose of acquiring the specific securities.

UTAH

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

VERMONT

Any financial or institutional investor. "Financial or institutional investor" means (i) a depository institution, (ii) an insurance company, (iii) a separate account of an insurance company, (iv) an investment company as defined in the Investment Company Act of 1940, (v) an employee pension, profit-sharing or benefit plan (if the plan has total assets in excess of five million dollars or if its investment decisions are made by a named fiduciary as defined in the Employee Retirement Income Security Act of 1974 that is either a broker-dealer registered under the Securities Exchange Act of 1934, an investment adviser registered or exempt from registration under the Investment Advisers Act of 1940, a depository institution or an insurance company), (vi) any other financial or institutional buyer which qualifies as an accredited investor under the provisions of Regulation D as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as such provisions may be amended from time to time hereafter, and (vii) such other institutional buyers as the Vermont Commissioner of Banking, Insurance and Securities may add by rule or order.

VIRGINIA

Any corporation, investment company, pension or profit-sharing trust, or broker-dealer.

WASHINGTON

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

WEST VIRGINIA

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

WISCONSIN

(1) Any bank, savings institution, savings bank, credit union, trust company, insurer, broker-dealer, investment adviser, savings and loan association, if the purchaser is acting for itself or as trustee with investment control, (2) any investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust (*but only if* such trust is administered by a bank, savings institution, savings bank, credit union, trust company, insurer, broker-dealer, investment adviser or savings and loan association that has investment control), (3) the State of Wisconsin or any of its agencies or political subdivisions, (4) the federal government or any of its agencies or instrumentalities, (5) any financial institution or institutional investor designated by rule or order of the Wisconsin Commissioner of Securities, (6) an individual accredited investor, as defined by rule of the Wisconsin Commissioner of Securities, if the issuer reasonably believes immediately before the sale that the individual accredited investor, either alone or with the individual accredited investor's representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment, or (7) the issuer of the security offered.

The Wisconsin Commissioner of Securities by rule has designated that the term "financial institution or institutional investor" includes:

- (1) an endowment or trust fund of a charitable organization specified in Section 170(b)(1)(A) of the Internal Revenue Code,
- (2) an issuer which has any class of securities registered under section 12 of the Securities Exchange Act of 1934 and any wholly owned subsidiary thereof,
- (3) a venture capital company, *provided* either
 - (i) it operates a small business investment company licensed under the Small Business Investment Act of 1958, or
 - (ii) it is a corporation, partnership or association whose net assets exceed one million dollars and either (a) its principal purpose as stated in its articles, by-laws or other organizational instruments is investing in securities, or (b) its primary business is investing in developmental stage companies or eligible small business companies as defined in the regulations of the Small Business Administration at 13 CFR 108.2),
- (4) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 as amended to October 22, 1992, whether acting for its own account or the accounts of other qualified institutional buyers that in the aggregate owns and invests on a discretionary basis at least one hundred million dollars in securities of issuers that are not affiliated with the qualified institutional buyer,
- (5) an entity, all of the equity owners of which are persons designated as exempt institutional purchasers in the Wisconsin Uniform Securities Law or rules thereunder, acting for its own account or the accounts of other persons so designated,
- (5) any other person or entity whom the Wisconsin Commissioner of Securities by order designates, or
- (6) an "accredited investor" as defined and listed in Section 230.501(a)(1), (2), (3), or (7) under Regulation D under Sections 3(b) and 4(2) of the Securities Act of 1933.

WYOMING

Any bank, savings institution, trust company, insurance company, investment company as defined in the Investment Company Act of 1940, pension or profit-sharing trust, other financial institution or institutional buyer, or broker-dealer.

KUTAK ROCK



**FINANCIAL
SECURITY
ASSURANCE®**

MUNICIPAL BOND INSURANCE POLICY

ISSUER: California Local Government Finance Authority
(Issued For The Benefit of Novato Financing
Authority (California))

Policy No.: 22034-N

Effective Date: March 13, 1997

BONDS: \$15,485,000 in aggregate principal amount of
Senior Revenue Bonds, Series 1997A (Marin
Valley Mobile Country Club Park Acquisition
Project)

FINANCIAL SECURITY ASSURANCE INC. ("Financial Security"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of Financial Security, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which Financial Security shall have received Notice of Nonpayment, Financial Security will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by Financial Security, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in Financial Security. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by Financial Security is incomplete, it shall be deemed not to have been received by Financial Security for purposes of the preceding sentence and Financial Security shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, Financial Security shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by Financial Security hereunder. Payment by Financial Security to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of Financial Security under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless Financial Security shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to Financial Security which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

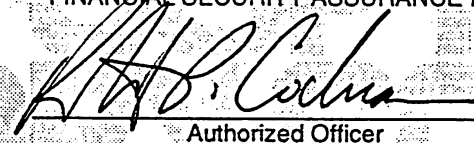
Financial Security may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to Financial Security pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to Financial Security and shall not be deemed received until received by both and (b) all payments required to be made by Financial Security under this Policy may be made directly by Financial Security or by the Insurer's Fiscal Agent on behalf of Financial Security. The Insurer's Fiscal Agent is the agent of Financial Security only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of Financial Security to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, Financial Security agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to Financial Security to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of Financial Security, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, FINANCIAL SECURITY ASSURANCE INC. has caused this Policy to be executed on its behalf by its Authorized Officer.

FINANCIAL SECURITY ASSURANCE INC.



Authorized Officer

A subsidiary of Financial Security Assurance Holdings Ltd.
350 Park Avenue, New York, N.Y. 10022-6022

(212) 826-0100

Form 500NY (5/90)



**FINANCIAL
SECURITY
ASSURANCE®**

**ENDORSEMENT NO. 1 TO
MUNICIPAL BOND
INSURANCE POLICY
(California Insurance
Guaranty Association)**

ISSUER: California Local Government Finance Authority
(Issued For The Benefit of Novato Financing
Authority (California))

Policy No.: 22034-N

Effective Date: March 13, 1997


BONDS: \$15,485,000 in aggregate principal amount of
Senior Revenue Bonds, Series 1997A (Marin
Valley Mobile Country Club Park Acquisition
Project)

Notwithstanding the terms and provisions contained in this Policy, it is further understood that the insurance provided by this Policy is not covered by the California Insurance Guaranty Association established pursuant to Article 15.2 (commencing with Section 1063) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this Endorsement supersede the Policy language.

In witness whereof, FINANCIAL SECURITY ASSURANCE INC. has caused this Endorsement to be executed on its behalf by its Authorized Officer.

FINANCIAL SECURITY ASSURANCE INC.

By 
Authorized Officer

A subsidiary of Financial Security Assurance Holdings Ltd.
350 Park Avenue, New York, N.Y. 10022-6022

(212) 826-0100

Form 560NY (CA 1/91)

CERTIFICATE

Financial Security Assurance Holdings Ltd. ("Holdings") hereby certifies that, as of the date hereof, (i) Holdings is in compliance with the reporting requirements applicable to it under the Securities Exchange Act of 1934 in all material respects and (ii) included as exhibits to Holdings' Annual Report on Form 10-K for the year ended December 31, 1995, and Holdings' Quarterly Report on Form 10-Q for the quarter ended September 30, 1996, are the financial statements of Financial Security Assurance Inc. for the comparable period.

FINANCIAL SECURITY ASSURANCE
HOLDINGS LTD.

By: 

Bruce E. Stern,
Managing Director

Dated: March 13, 1997

CERTIFICATE OF BOND INSURER

The undersigned hereby certifies on behalf of Financial Security Assurance Inc. ("FSA"), in connection with the issuance by FSA of its Policy No. 22034-N (the "Policy") in respect of the \$15,485,000 in aggregate principal amount of Novato Financing Authority (California) Facilitated By The California Local Government Finance Authority Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) (the "Bonds") that:

- (i) the Policy is an unconditional and recourse obligation of FSA (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds in the event of Nonpayment by the Issuer (as set forth in the Policy),
- (ii) the insurance premium set forth in the Premium Letter (the "Premium") is a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid as a condition to the issuance of the Policy,
- (iii) no portion of such premium represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by FSA to maintain its ratings, which, together with all other overhead expenses of FSA, are taken into account in the formulation of its rate structure, or for the provision of additional services by us, nor the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor),
- (iv) FSA is not providing any services in connection with the Bonds other than providing the Policy, and except for the Premium, FSA will not use any portion of the Bond proceeds,
- (v) except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by FSA,
- (vi) the Issuer is not entitled to a refund in excess of the unearned portion of the premium for the Policy in the event a Bond is retired before the final maturity date,
- (vii) in connection with the issuance of the Policy, FSA did not grant to the Issuer any credit against the Premium for any portion of the insurance premium paid by the Issuer with respect to the bonds being refunded by the Bonds, and
- (viii) FSA would not have issued the Policy unless the Trust Indenture dated as of March 1, 1997 (the "Indenture") required the Bonds to be secured by a Senior Debt Service Reserve Fund funded and maintained by an amount at least equal to, as of any particular date of computation, the Senior Reserve Requirement (as such terms are defined in the Indenture).

FSA makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

FINANCIAL SECURITY ASSURANCE INC.

By: 
Authorized Officer

Dated: March 13, 1997

CERTIFICATE AS TO OFFICIAL STATEMENT

The undersigned hereby certifies on behalf of Financial Security Assurance Inc. ("Financial Security"), as issuer of a municipal bond insurance policy (the "Policy") with respect to the California Local Government Finance Authority (Issued For The Benefit of Novato Financing Authority (California)), Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) (the "Bonds"), that the information set forth under the subheading "BOND INSURANCE - Financial Security Assurance Inc." in the official statement relating to the Bonds dated March 11, 1997 is true and correct.

FINANCIAL SECURITY ASSURANCE INC.

By: _____

TLA. M. CH
Authorized Officer

Dated: March 13, 1997



Financial Security Assurance Inc.

March 13, 1997

Mr. Owen Haxton
President
Park Acquisition Corporation of
Marin Valley Mobile Country Club
172 Marin Valley Drive
Novato, CA 94949-6716

Ms. Sonia Seeman
Deputy Redevelopment Director
City of Novato
900 Sherman Avenue
Novato, CA 94945

Re: Marin Valley Mobile Country Club Park Transaction

Dear Owen and Sonia:

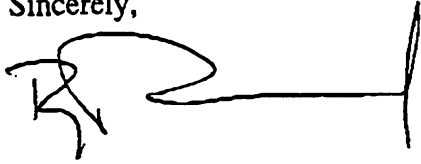
You have informed us that the property and casualty insurance provider for the Marin Valley Mobile Country Club Park (the "Park") is Valley Insurance Company ("Valley") and that the "difference in conditions" insurance provider for the Park is Replacement Lens Insurance Inc. ("RLI"). Valley and RLI do not meet the rating requirements for insurers set forth in the Mortgage Loan Documents. However, FSA hereby approves Valley and RLI as a property and casualty insurance provider and difference in conditions insurance provider, respectively, for the remainder of the existing policy terms, which expire in March, 1998.

This waiver does not indicate any waiver with respect to any other insurance provider or indicate that FSA will waive the rating requirement with respect to either Valley or RLI or any other insurance policy provider for the next policy term.

*Mr. Owen Haxton
Ms. Sonia Seeman
March 13, 1997
Page 2*

The determination whether to give any such waivers will be made at FSA's sole discretion at such time.

Sincerely,

A handwritten signature in black ink, appearing to be "Bryan Townsend". The signature is stylized, with a large, looped initial "B" and a long horizontal stroke extending to the right.

Bryan Townsend
Managing Director

bat:bg

x:bat\corr\haxton.doc

Ratings Services
25 Broadway
New York NY 10004-1064
Tel 212 208-1740
Fax 212 208-8262

Bond Insurance
Public Finance Ratings

Standard & Poor's

A Division of The McGraw-Hill Companies



March 12, 1997

Mr. Robert P. Cochran
President & Chief Executive Officer
Financial Security Assurance Inc.
Financial Guaranty Group
350 Park Avenue
New York, NY 10022

Re: ***\$15,485,000 California Local Government Finance Authority (Issued for the Benefit of Novato Financing Authority), California, Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), dated: March 1, 1997, Serial Bonds due: October 1, 1999-2012, Term Bonds due: October 1, 2020, October 1, 2027, (POLICY #22034-N)***

Dear Mr. Cochran:

Pursuant to your request for a Standard & Poor's ("S&P") rating on the subject obligations, we have reviewed the information submitted and have assigned a rating of 'AAA'.

This reflects our assessment of the likelihood of repayment of principal and interest based on the bond insurance policy your company is providing.

Rating adjustments may result from changes in the financial position of your company or from alterations in documents governing the issue. With respect to the latter, please notify us of any changes or amendments over the term of the issue.

When using the S&P's rating, include the definition of the rating together with a statement that this may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. This rating is not a "market rating", because it is not a recommendation to buy, hold or sell the obligations.

Please remember that complete documentation relating to this issue must be submitted no later than 90 days after the date of this letter. If you have any questions, please contact us.

Very truly yours,

Vincent DeGospo

aw



99 Church Street
New York, NY 10007

March 12, 1997

Financial Security Assurance
350 Park Avenue
New York, New York 10022

Dear FSA:

Moody's Investor Service has assigned the rating of Aaa (FSA Insured - Policy 22034-N) to the \$15,485,000.00 California Local Government Finance Authority (Issued for the Benefit of Novato Financing Authority (California) Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), dated March 01, 1997, which sold through negotiation on March 10, 1997. The rating is based upon an insurance policy provided by Financial Security Assurance.

Should you have any questions regarding the above, please do not hesitate to contact the assigned analyst, Margaret Kessler at (212) 553-7884.

Sincerely yours,

Laura Levenstein

Laura Levenstein
Vice President and
Managing Director
Public Finance Department

LL: nm



Financial Security Assurance Inc.

PREMIUM LETTER

March 13, 1997

Novato Financing Authority
900 Sherman Avenue
Novato, CA 94945

\$15,485,000
Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority
(the "Senior Bonds")

Ladies and Gentlemen:

This letter will confirm the agreement of the Novato Financing Authority (the "Owner") and Financial Security Assurance Inc. ("Financial Security") that the following nonrefundable payments are to be made in connection with, and subject to, the closing of the above-described transaction and in consideration of the issuance by Financial Security of its municipal bond insurance policy (the "Policy") in respect thereof. The Premium paid hereunder shall be nonrefundable for any reason whatsoever, including the lack of any payment under the Policy or any other circumstances relating to the Senior Bonds or provision being made for payments of the Senior Bonds prior to maturity.

The payments payable pursuant to the terms hereof (except as otherwise noted) shall constitute the "Premium" referred to in that certain Insurance and Indemnity Agreement, dated as of March 1, 1997 (the "Insurance Agreement"), between Financial Security, the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") and the Owner. This letter is the Premium Letter referred to in the Insurance Agreement. The obligations of the Owner hereunder constitute an obligation of the Owner under the Insurance Agreement. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Insurance Agreement.

**INITIAL PAYMENTS DUE ON DATE OF ISSUANCE
(EXPECTED DATE OF ISSUANCE: March 13, 1997)**

<u>Type of Payment</u>	<u>Amount</u>	<u>Payee</u>	<u>Re:</u>
Federal Funds Wire	\$7,742.50	Financial Security Assurance Inc.	Insurance Premium from March 13, 1997 through but not including April 12, 1997
Federal Funds Wire	\$70,000	Financial Security Assurance Inc.	Moody's and S&P's Fees
Federal Funds Wire	\$6,000	Financial Security Assurance Inc.	Out-of-pocket expenses

**MONTHLY PAYMENTS IN ADVANCE (WITHOUT PRORATION)
ON THE TWELFTH DAY OF EACH MONTH, COMMENCING APRIL 12, 1997
(each, a "Premium Payment Date")**

<u>Type of Payment</u>	<u>Amount</u>	<u>Payee</u>	<u>Re:</u>
Federal Funds Wire	*	Financial Security Assurance Inc.	Insurance Premium

* During the Term of this Agreement (as defined in the Insurance Agreement), payments of Premium shall be due on each Premium Payment Date in an amount equal to the greater of:

(a) one twelfth of 0.60% per annum times (i) the principal amount of the Senior Bonds Outstanding under the Indenture on the immediately preceding Interest Payment Date, after any payment of principal of the Senior Bonds made on such Interest Payment Date, minus (ii) the amount on deposit in the Senior Cashtrap Account as of the Premium Payment Date; and

(b) one twelfth of 0.25% per annum times the principal amount of the Senior Bonds Outstanding on the immediately preceding Interest Payment Date, after any payment of principal of the Senior Bonds made on such Interest Payment Date.

Incl 22

PREPAYMENT FEE

If the Senior Bonds are defeased or optionally redeemed prior to scheduled maturity, on the date of redemption or defeasance (the "Prepayment Date") the Owner shall pay Financial Security a Prepayment Fee equal to the greater of:

(i) the aggregate amount of Premium that would be due pursuant to (a) above on all Premium Payment Dates following the Prepayment Date if the Senior Bonds were not redeemed or defeased; and

(ii) the aggregate amount of Premium that would be due pursuant to (b) above on all Premium Payment Dates following the Prepayment Date if the Senior Bonds were not redeemed or defeased:

(A) based on the principal amount of the Senior Bonds scheduled to be Outstanding in each year until the latest maturity date of any Senior Bonds, in accordance with the remaining originally scheduled amortization of the Senior Bonds; and

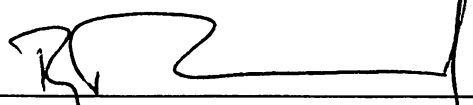
(B) present valued to the Prepayment Date, using a discount rate of 6.5%, assuming (1) payment of Premium annually in advance and (2) that the amount on deposit in the Senior Cashtrap Account remains equal to the amount on deposit therein immediately prior to such redemption or defeasance to the latest scheduled maturity date of any Senior Bonds.

Unless another account is designated to you in writing by the President or a Managing Director of Financial Security, federal funds wire transfers to Financial Security should be made with the following details specifically stated on the wire instructions.

Bank: The Bank of New York
ABA #021000018
For the account of: Financial Security Assurance Inc.
Account Number: 8900297263
Policy Number: 22034-N

Sincerely,


FINANCIAL SECURITY ASSURANCE INC.

By 
Name Bryan Townsend
Managing Director

Novato Financing Authority
March 13, 1997
Page 4

Premium Letter acknowledged and agreed:

NOVATO FINANCING AUTHORITY

By 
Name Richard Hill
Title Treasurer

KUTAK ROCK
A PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS
SUITE 2900
717 SEVENTEENTH STREET
DENVER, COLORADO 80202-3329
303-297-2400
FACSIMILE 303-292-7799
<http://www.kutakrock.com>

ATLANTA
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NEW YORK
NEWPORT BEACH
OKLAHOMA CITY
OMAHA
PHOENIX
PITTSBURGH
WASHINGTON

March 13, 1997

California Local Government
Finance Authority
1020 12th Street
Sacramento, California

Financial Security Assurance Inc.
350 Park Avenue
New York, New York

Novato Financing Authority
900 Sherman Avenue
Novato, California

Park Acquisition Corporation
of Marin Valley Mobile Country Club
172 Marin Valley Drive
Novato, California

\$15,485,000
Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority Facilitated by the California Local Government Finance Authority (the "Bonds") pursuant to the Mark-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and pursuant to Resolution No. 97-1 (the "Bond Resolution") of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture") by and between CLGFA and First Trust of California, National Association, as trustee (the "Trustee"). The proceeds of the Bonds are being used, together with a portion of the proceeds of the Subordinate Bonds to be issued concurrently with the Bonds, to loan the proceeds to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997,

California Local Government Finance Authority
Novato Financing Authority
Financial Security Assurance Inc.
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 2

(the "Loan Agreement") by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") for the Owner's acquisition of the Marin Valley Mobile Country Club Park (the "Project"). The Bonds are special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

We have examined originals, or copies identified to our satisfaction as being true copies, of such records of CLGFA and the Owner, certificates and other assurances from public officials and officers, an opinion of counsel to the Owner and such other documents, opinions and matters as we have considered necessary or appropriate under the circumstances to render this opinion.

Certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. No opinion is expressed herein as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or events occur. We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, and we have assumed the accuracy of the factual matters represented, warranted or certified in the documents. In addition, we call your attention to the fact that the foregoing obligations of CLGFA under the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting creditors' rights generally. In addition, the enforceability of the Bonds and the Indenture is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific enforcement or injunctive relief, regardless of whether considered in a proceeding in equity or at law. We express no opinion regarding the availability of equitable remedies. Further, we undertake no responsibility for the accuracy, completeness or fairness of the Offering Statement or other offering material related to the Bonds and express no opinion relating thereto.

California Local Government Finance Authority
Novato Financing Authority
Financial Security Assurance Inc.
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 3

On the basis of the foregoing, and in reliance thereon, and on the basis of our examination of such other matters of fact and questions of law as we have deemed relevant under the circumstances, as of the date hereof, we are of the opinion that:

1. CLGFA is a joint powers authority duly organized and existing under the laws of the State of California with the power to adopt the Bond Resolution and to enter into the Indenture and the Loan Agreement, to perform the agreements on its part contained therein and to issue the Bonds.
2. The Indenture and the Loan Agreement have been duly authorized, executed and delivered by CLGFA and, assuming due authorization, execution and delivery by the other parties thereto, represent valid and binding agreements of CLGFA enforceable in accordance with their respective terms. The Indenture creates a valid lien on the Trust Estate.
3. The Bonds have been validly authorized, executed and issued in accordance with the Bond Resolution and the Indenture and represent valid and binding special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.
4. Under existing laws, regulations, rulings and judicial decisions, the interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations, however, such interest is included in the alternative minimum taxable income of certain corporations which must be increased by 75% of the excess of the adjusted current earnings of such corporation over the alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses) of such corporations.
5. Under existing laws, regulations and judicial decisions, interest on the Bonds is exempt from present State of California personal income tax.

In rendering the opinions in paragraph 4 above, we have relied upon representations and covenants of CLGFA in the Indenture and the Tax Compliance Certificate of even date herewith and the representations and covenants of the Owner and the PAC in the Loan Agreement and the Tax Compliance Certificate. Failure to comply with such covenants could cause interest on

California Local Government Finance Authority
Novato Financing Authority
Financial Security Assurance Inc.
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 4

the Bonds to be included in gross income retroactive to the date of issue of the Bonds. Although we are of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

Respectfully submitted,

Shutok Rock

KUTAK ROCK
A PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS
SUITE 2900
717 SEVENTEENTH STREET
DENVER, COLORADO 80202-3329
303-297-2400
FACSIMILE 303-292-7799
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March 13, 1997

California Local Government
Finance Authority
1020 12th Street
Sacramento, California

Novato Financing Authority
900 Sherman Avenue
Novato, California

Park Acquisition Corporation
of Marin Valley Mobile Country Club
172 Marin Valley Drive
Novato, California

\$1,585,000
Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Bonds") pursuant to the Mark-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and pursuant to Resolution No. 97-1 (the "Bond Resolution") of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee (the "Trustee"). The proceeds of the Bonds are being used, together with a portion of

KUTAK ROCK

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 2

the proceeds of the Senior Bonds to be issued concurrently with the Bonds, to loan the proceeds to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") for the Owner's acquisition of the Marin Valley Mobile Country Club Park (the "Project"). The Bonds are special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

We have examined originals, or copies identified to our satisfaction as being true copies, of such records of CLGFA and the Owner, certificates and other assurances from public officials and officers, an opinion of counsel to the Owner and such other documents, opinions and matters as we have considered necessary or appropriate under the circumstances to render this opinion.

Certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. No opinion is expressed herein as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or events occur. We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, and we have assumed the accuracy of the factual matters represented, warranted or certified in the documents. In addition, we call your attention to the fact that the foregoing obligations of CLGFA under the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting creditors' rights generally. In addition, the enforceability of the Bonds and the Indenture is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific enforcement or injunctive relief, regardless of whether considered in a proceeding in equity or at law. We express no opinion regarding the availability of equitable remedies. Further, we undertake no responsibility for the accuracy,

KUTAK ROCK

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 3

completeness or fairness of the Official Statement or other offering material related to the Bonds and express no opinion relating thereto.

On the basis of the foregoing, and in reliance thereon, and on the basis of our examination of such other matters of fact and questions of law as we have deemed relevant under the circumstances, as of the date hereof, we are of the opinion that:

1. CLGFA is a joint powers authority duly organized and existing under the laws of the State of California with the power to adopt the Bond Resolution and to enter into the Indenture and the Loan Agreement, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Indenture and the Loan Agreement have been duly authorized, executed and delivered by CLGFA and, assuming due authorization, execution and delivery by the other parties thereto, represent valid and binding agreements of CLGFA enforceable in accordance with their respective terms. The Indenture creates a valid lien on the Trust Estate.

3. The Bonds have been validly authorized, executed and issued in accordance with the Bond Resolution and the Indenture and represent valid and binding special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations, however, such interest is included in the alternative minimum taxable income of certain corporations which must be increased by 75% of the excess of the adjusted current earnings of such corporation over the alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses) of such corporations.

5. Under existing laws, regulations and judicial decisions, interest on the Bonds is exempt from present State of California personal income tax.

In rendering the opinions in paragraph 4 above, we have relied upon representations and covenants of CLGFA in the Indenture and the Tax Compliance Certificate of even date herewith

KUTAK ROCK

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 4

and the representations and covenants of the Owner and the PAC in the Loan Agreement and the Tax Compliance Certificate. Failure to comply with such covenants could cause interest on the Bonds to be included in gross income retroactive to the date of issue of the Bonds. Although we are of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

Respectfully submitted,

Kutak Rock

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March 13, 1997

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\$1,585,000
Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Bonds") pursuant to the Mark-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and pursuant to Resolution No. 97-1 (the "Bond Resolution") of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee (the "Trustee"). The proceeds of the Bonds are being used, together with a portion of

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 2

the proceeds of the Senior Bonds to be issued concurrently with the Bonds, to loan the proceeds to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") for the Owner's acquisition of the Marin Valley Mobile Country Club Park (the "Project"). The Bonds are special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

We have examined originals, or copies identified to our satisfaction as being true copies, of such records of CLGFA and the Owner, certificates and other assurances from public officials and officers, an opinion of counsel to the Owner and such other documents, opinions and matters as we have considered necessary or appropriate under the circumstances to render this opinion.

Certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. No opinion is expressed herein as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or events occur. We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, and we have assumed the accuracy of the factual matters represented, warranted or certified in the documents. In addition, we call your attention to the fact that the foregoing obligations of CLGFA under the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting creditors' rights generally. In addition, the enforceability of the Bonds and the Indenture is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific enforcement or injunctive relief, regardless of whether considered in a proceeding in equity or at law. We express no opinion regarding the availability of equitable remedies. Further, we undertake no responsibility for the accuracy,

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 3

completeness or fairness of the Official Statement or other offering material related to the Bonds and express no opinion relating thereto.

On the basis of the foregoing, and in reliance thereon, and on the basis of our examination of such other matters of fact and questions of law as we have deemed relevant under the circumstances, as of the date hereof, we are of the opinion that:

1. CLGFA is a joint powers authority duly organized and existing under the laws of the State of California with the power to adopt the Bond Resolution and to enter into the Indenture and the Loan Agreement, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Indenture and the Loan Agreement have been duly authorized, executed and delivered by CLGFA and, assuming due authorization, execution and delivery by the other parties thereto, represent valid and binding agreements of CLGFA enforceable in accordance with their respective terms. The Indenture creates a valid lien on the Trust Estate.

3. The Bonds have been validly authorized, executed and issued in accordance with the Bond Resolution and the Indenture and represent valid and binding special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations, however, such interest is included in the alternative minimum taxable income of certain corporations which must be increased by 75% of the excess of the adjusted current earnings of such corporation over the alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses) of such corporations.

5. Under existing laws, regulations and judicial decisions, interest on the Bonds is exempt from present State of California personal income tax.

In rendering the opinions in paragraph 4 above, we have relied upon representations and covenants of CLGFA in the Indenture and the Tax Compliance Certificate of even date herewith

California Local Government Finance Authority
Novato Financing Authority
Park Acquisition Corporation of
Marin Valley Mobile Country Club
March 13, 1997
Page 4

and the representations and covenants of the Owner and the PAC in the Loan Agreement and the Tax Compliance Certificate. Failure to comply with such covenants could cause interest on the Bonds to be included in gross income retroactive to the date of issue of the Bonds. Although we are of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

Respectfully submitted,

Kurtal Roel

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March 13, 1997

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Sacramento, California

Financial Security Assurance Inc.
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New York, New York

California Local Government
Finance Authority
1020 12th Street
Sacramento, California

Novato Financing Authority
900 Sherman Avenue
Novato, California

First Trust of California,
National Association
One California Street
San Francisco, California

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

On the date hereof, we have issued our opinions as bond counsel with respect to the above-captioned bonds and the tax-exempt nature of the interest thereon. A copy of each of said opinions has been delivered to you this day.

You are hereby authorized to rely upon said opinions as if each were addressed to you.

Very truly yours,



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\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
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ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and the issuance of the \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California,

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First Trust of California,
National Association
March 13, 1997
Page 2

as amended, and pursuant to Resolution No. 97-1 (the "Bond Resolution") of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee (the "Trustee"). The proceeds of the Bonds are being loaned to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") for the Owner's acquisition of the Marin Valley Mobile Country Club Park.

We have examined originals, or copies identified to our satisfaction as being true copies, of such records of CLGFA, the Agency, the PAC, the City and the Owner, certificates and other assurances from public officials and officers and such other documents, opinions and matters as we have considered necessary or appropriate under the circumstances to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of CLGFA contained in the Bond Resolution, representations of the Owner and the PAC contained in the Loan Agreement, representations of the Agency contained in the Pledge Agreement and on the certified proceedings and in other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof:

1. CLGFA has full right and lawful authority to enter into and perform the Indenture and Loan Agreement, and the Indenture and the Loan Agreement have been duly authorized, executed and delivered by CLGFA, and assuming due authorization, execution, and delivery by the other parties thereto, constitute valid and legally binding obligations of CLGFA, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought.

2. The statements contained in the Offering Statement under the captions entitled "INTRODUCTORY STATEMENT," "THE BONDS" (except information relating to The Depository Trust Company), "SECURITY FOR THE BONDS," "SUMMARY OF THE RENT ADJUSTMENT ORDINANCE," "RISK FACTORS," "TAX MATTERS," "APPENDIX A,"

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National Association
March 13, 1997
Page 3

"APPENDIX B" and "APPENDIX C" insofar as such statements purport to summarize certain provisions of the Senior Bonds, the Rent Adjustment Ordinance, the Indenture, the Loan Agreement, the Pledge Agreement, the approving opinion of Bond Counsel and the Disclosure Agreement are accurate in all material respects.

3. The statements contained in the Private Placement Memorandum under the captions entitled "INTRODUCTORY STATEMENT," "THE BONDS" (except information relating to The Depository Trust Company), "SECURITY FOR THE BONDS," "SUMMARY OF THE RENT ADJUSTMENT ORDINANCE," "RISK FACTORS," "TAX MATTERS," "APPENDIX A," "APPENDIX B" and "APPENDIX C" insofar as such statements purport to summarize certain provisions of the Subordinate Bonds, the Rent Adjustment Ordinance, the Indenture, the Loan Agreement, the Pledge Agreement, the approving opinion of Bond Counsel and the Disclosure Agreement are accurate in all material respects.

4. The Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

5. If the purchaser of the Project and the borrower under the Loan Agreement was an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and exempt from federal income tax under Section 501(a) of the Code, assuming such borrower has assumed all obligations, duties and representations made by the Owner and the PAC under the Loan Agreement and the Tax Compliance Certificate, on the date hereof the Bonds would constitute qualified 501(c)(3) bonds under the Code and the interest on the Bonds would not be includable in the gross income of the owners of the Bonds for purposes of federal income taxation and interest on the Bonds would be exempt from State of California personal income taxes.

Very truly yours,

Kutak Rock

DORSEY & WHITNEY LLP

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March 13, 1997

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George K. Baum & Company
Sacramento, California

Financial Security Assurance, Inc.
New York, New York

Park Acquisition Corporation of Marin
Valley Mobile County Club
Novato, California

California Local Government Finance
Authority
Sacramento, California

Novato Financing Authority
Novato, California

Redevelopment Agency of the City
of Novato
Novato, California

Re: Senior Revenue Bonds, Series 1997A (Marin Valley Mobile
County Club Park Acquisition Project) Issued For The Benefit Of
The Novato Financing Authority (California) Facilitated By The
California Local Government Finance Authority

Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile
Country Club Park Acquisition Project) Issued For The Benefit Of
The Novato Financing Authority (California) Facilitated By The
California Local Government Finance Authority

Ladies and Gentlemen:

We are counsel for First Trust of California, National Association, a
national banking association (the "Trustee"). As such we have reviewed the
provisions of the Trust Indenture (the "Indenture") dated as of March 1, 1997 by and

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March 13, 1997

between the California Local Government Finance Authority and the Trustee, as Trustee, relating to the above-captioned Bonds, and are generally familiar with the Articles of Association and the Bylaws of the Trustee and are also familiar with the corporate proceedings of the Trustee with regard to its authorization, execution and delivery of the Indenture. Capitalized terms used herein shall have the respective meanings ascribed to them in the Indenture, except as otherwise defined herein.

In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Trustee as contained in their certificates. References in this opinion to the Trustee shall be deemed to include reference to the Trustee in its capacity as Dissemination Agent (as defined herein) under the Disclosure Agreements (as defined herein).

Based upon the foregoing, we are of the opinion that:

1. The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America with trust powers.

2. The Trustee has all requisite corporate power, authority and legal right to execute and deliver the Indenture and to perform its obligations thereunder, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder and to execute and deliver in its capacity as Trustee (a) the Deposit Only Account Agreement, dated as of March 1, 1997, by and among Storz Management Company, Inc., Bank of Marin, the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") and the Trustee, (b) (i) the Continuing Disclosure Agreement, dated as of March 1, 1997, by and among the Novato Financing Authority (the "Owner"), the PAC and the Trustee in its capacities as Trustee and dissemination agent (the "Dissemination Agent"), and (i) the Continuing Disclosure Agreement, dated as of March 1, 1997 by and among the Owner, the PAC, the Redevelopment Agency of the City of Novato and the Trustee in its capacities as Trustee and Dissemination Agent (collectively the documents referenced in (b)(i) and (b) (ii), the "Disclosure Agreements"). The documents referenced in (a) and (b) of the preceding sentence, collectively with the Indenture, are referred to herein as the "Trustee Documents").

3. The Trustee has duly authorized, executed and delivered the Trustee Documents. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Trustee Documents are the legal, valid and

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March 13, 1997

binding agreements of the Trustee, enforceable in accordance with their terms against the Trustee.

4. The Trustee has duly authenticated the Bonds in its capacity as Trustee under the Indenture.

5. To the best of our knowledge, no authorization, approval, consent, or other order of any governmental agency or regulatory authority having jurisdiction over the Trustee that has not been obtained is required for the authorization, execution and delivery by the Trustee of the Trustee Documents.

6. To the best of our knowledge, the execution and delivery of the Trustee Documents by the Trustee, and compliance with the provisions thereof will not contravene the Articles of Association or Bylaws of the Trustee or any law or regulation governing the banking and trust powers of the Trustee.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) The opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights.

(b) The opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

Dorsey & Whitney LLP

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March 13, 1997

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San Francisco, California

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

We have acted as special counsel to the California Local Government Finance Authority ("CLGFA") in connection with the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and the issuance of the \$1,585,000 Subordinate Revenue

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National Association
March 13, 1997
Page 2

Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to Resolution No. 97-1 (the "Bond Resolution") of CLGFA and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee. The proceeds of the Bonds are being loaned to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club for the Owner's acquisition of the Marin Valley Mobile Country Club Park.

In connection with our role as special counsel to CLGFA, we have examined the following: (a) the Joint Exercise of Powers Agreement, dated as of July 1, 1993 (the "Joint Powers Agreement"), creating CLGFA, (b) the Bond Resolution, (c) the Indenture, (d) the Loan Agreement, and (e) such other information and documents as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of CLGFA contained in the Bond Resolution, in its certified proceedings and in other certifications of public officials of CLGFA furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof:

1. CLGFA is a validly existing joint powers authority duly created and existing under the laws of the State of California, with full legal right, power and authority to issue the Bonds, to adopt the Bond Resolution and to execute and deliver and perform its obligations under the Indenture and the Loan Agreement.

2. The Bond Resolution has been duly adopted by the Board and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

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March 13, 1997
Page 3

3. The Bonds have been validly authorized, executed and delivered in accordance with the Bond Resolution and the Indenture and represent legal, valid and binding special obligations of CLGFA, payable in accordance with their respective terms.

Very truly yours,

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Standard & Poor's
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\$15,485,000

SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
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ISSUED FOR THE BENEFIT OF THE
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\$1,585,000

SUBORDINATE REVENUE BONDS, SERIES 1997B
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ISSUED FOR THE BENEFIT OF THE
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FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and the issuance of the \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to the Mark-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and pursuant to Resolution No. 97-1 of the California Local Government Finance

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Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture") by and between CLGFA and First Trust of California, National Association, as trustee (the "Trustee"). The proceeds of the Bonds are being used, together with a portion of the proceeds of the Subordinate Bonds to be issued concurrently with the Bonds, to loan the proceeds to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997, (the "Loan Agreement") by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club for the Owner's acquisition of the Marin Valley Mobile Country Club Park. The Bonds are special obligations of CLGFA, payable solely from the Trust Estate as defined in the Indenture.

In this capacity, we have examined the following documents made (except as otherwise noted) as of March 1, 1997 (the "Loan Documents"):

- (a) Promissory Note in the principal sum of \$15,485,000 made by the Owner to CLGFA (the "Series A Note");
- (b) Promissory Note in the principal sum of \$1,585,000 made by the Owner to CLGFA (the "Series B Note");
- (c) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by the Owner to the Trustee as beneficiary covering the fee estate of the Owner in the Mortgaged Estate as defined therein (the "Deed of Trust"); and
- (d) The UCC-1 Financing Statement executed by the Owner as debtor for the benefit of CLGFA as secured party (the UCC-1).

For purposes of the opinions set forth in this letter, we have, with your consent, assumed that:

1. None of the Loan Documents has been modified in any way by any oral agreement, written document or course of conduct;
2. CLGFA's execution and delivery of the Loan Documents to which it is a party, and CLGFA's performance of its obligations under the Loan Documents, will not conflict with, violate or constitute a default under: (a) any lease, indenture, instrument or other agreement to which it is a party or to which its property is subject; (b) any rule, law or regulation to which it is subject; or (c) any order, judgment, decree, determination or award of any court or governmental authority; and

3. No authorization, consent or other approval of, notice to or filing with any governmental authority or regulatory body is required to authorize or is required in connection with CLGFA's execution and delivery of the Loan Documents to which it is a party, or is required for the performance of its obligations under the Loan Documents.

For purposes of this opinion, we have also assumed, with your consent, that: (a) the Owner is a validly existing joint powers authority duly created and legally existing under the laws of the State of California; (b) the execution, delivery and performance of each of the Loan Documents to be executed by the Owner, respectively, has been duly authorized by all requisite action on the part of each such entity, and the Loan Documents have been validly executed and delivered by the Owner; (c) the individuals executing the Loan Documents on behalf of the Owner have been duly authorized by all requisite action on the part of the Owner to do so; and (d) the Owner's execution and delivery of the Loan Documents to which each is a party, and their performance of its respective obligations under the Loan Documents, will not conflict with, violate or constitute a default under: (i) any lease, indenture, instrument or other agreement to which any such entity is a party or to which its property is subject; (ii) any rule, law or regulation of any jurisdiction other than the State of California (the "State") to which it is subject; or (iii) any order, judgment, decree, determination or award of any court or governmental authority. It is our understanding that you will be receiving other opinions addressing these matters.

In rendering the opinions expressed in this letter, we have made no independent review of the contractual arrangements or other business affairs of the Owner or CLGFA. With your permission, we have not investigated or reviewed any records of the Owner or CLGFA except as otherwise expressly noted above, nor have we conducted or ordered a search of any governmental, administrative or court records or dockets relating to the Owner or CLGFA.

We have not made any investigation of the representations and warranties set forth in the Loan Documents and, unless otherwise expressly set forth in this letter, we express no opinion as to the accuracy or completeness of such representations. With respect to the accuracy of material factual matters which were not independently established, we have relied, to the extent we deem such reliance reasonable, upon discussions with the officers and agents of the Owner and have relied upon their responses without further inquiry.

Except as otherwise referenced above, we have not made or undertaken to make any investigation of the state of title to any of the real or personal property encumbered by the Deed of Trust or any of the other Loan Documents, nor have we otherwise investigated the filing or recordation of any documents including, without limitation, the Deed of Trust, or any UCC-1

financing statements. Accordingly, we express no opinion with respect to title to the Mortgaged Estate or to the priority of the liens or security interests created by the Deed of Trust or the Loan Documents which are intended to create liens or encumbrances against all or any portion of the Mortgaged Estate.

We have not examined and express no opinion on any zoning, subdivision, building codes or other ordinances or regulations, including without limitation those pertaining to the environment or hazardous substances applicable to the Mortgaged Estate and/or to the use, occupancy and operation thereof.

We understand that with respect to title matters, you will be relying on the title insurance commitment issued to you and a title insurance policy to be issued to you by California Land Title Company of Marin as agent for Chicago Title Insurance Company (the "Title Company"). We have not made any investigation of and do not express an opinion as to, any matters of title.

We express no opinion with respect to the effect of any law other than the law of the State and the Federal law of the United States.

Based on the foregoing, and subject to the qualifications and exceptions herein contained, we are of the opinion that:

1. The Deed of Trust is in proper form for recording in order to create, when recorded in the appropriate recording office, a lien on the Mortgaged Estate (as defined in the Deed of Trust). Recording of the Deed of Trust in the real property records of the County of Marin, will impart constructive notice to third parties of the contents of such Deed of Trust, including the lien on the Mortgaged Estate created by the Deed of Trust.

2. The Deed of Trust following its due execution and delivery by Owner, shall constitute the legal, valid and binding obligations of Owner enforceable against Owner in accordance with its terms.

3. The UCC-1 are in form sufficient to create and perfect a security interest in the personal property in favor of the Trustee as a secured party with respect to those items of personal property to which a security interest may be perfected by filing.

4. Upon filing and recording, the Owner, on behalf of the Holders of the Bonds and Financial Security, will have a valid and enforceable lien on the Mortgaged

Estate. No other filing or recording is necessary to perfect and maintain the security interests created by the Deed of Trust in the Mortgaged Estate.

5. No taxes, recording or filing fees or other governmental charges will be payable in connection with the execution and delivery of the Loan Documents and the recording and filing of such documents which must be recorded or filed to obtain and maintain the liens created by the Deed of Trust except for nominal filing and recording fees

6. We have reviewed the Pro-Forma Title Insurance Policy No. 211080, with an effective date of February 26, 1997, issued by the Title Company, committing to insure the lien of the Deed of Trust, and although we express no opinion or belief as to the accuracy or completeness of the matters contained therein, we believe that the commitment is in a form customarily accepted and relied upon for real estate lending transactions in the State of California.

7. The rates of interest required to be paid as set forth in the Agreement described in the Series A Note and the Series B Note taken alone without giving any effect to any of the other provisions contained in the Loan Documents or the Agreement do not violate any usury law of the State of California.

8. The filing of the UCC-1 in the Office of the Secretary of State and the Official Records of Marin County, California, are the only filings or recordings necessary to perfect the security interest created by the Deed of Trust in the Owner's rights in that part of the collateral described therein (i) constituting fixtures, and (ii) other than fixtures in which a security interest may be perfected by the filing of a financing statement with the office of the California Secretary of State. In this connection, we advise you that (x) the office where a deed of trust on the real estate would be recorded is the proper place to file a financing statement to perfect a security interest in "crops," or certain "timber," "minerals or the like (including oil and gas)," or "accounts resulting from [their] sale" (as those terms are used in Section 9-103 and 9-401 of the State UCC, and (y) action other than the filing of a financing statement is necessary to perfect a security interest in certain personal property (e.g., deposit accounts, insurance and motor vehicles).

9. In a properly presented case, the federal and state courts presiding in the State of California should recognize the validity of the choice of law provisions set forth in the Loan Documents. If any federal or state court presiding in such State does not

recognize the validity of the choice of law provisions set forth in the Loan Documents, then such Loan Documents constitute the valid and binding obligations of Owner in accordance with their respective terms under the laws of the State.

With respect to the opinions set forth above, you should also be aware that the enforceability of the Loan Documents may be limited by or subject to the following provisions of California law:

(i) Our opinion is specifically subject to and limited by (a) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting the rights or remedies of creditors; (b) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law, and the discretion of the court before which any proceeding therefor may be brought; (c) the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; (d) the unenforceability of any provision requiring the payment of attorney's fees, except to the extent that a court determines such fees to be reasonable; and (e) we express no opinion concerning the enforceability of the waiver of rights or defenses contained in the Loan Documents.

(ii) Certain remedies, waivers and other provisions of the Loan Documents may not be enforceable; nevertheless, subject to the limitations expressed elsewhere in this opinion or incorporated by reference into this opinion, upon a material default by the Owner in the payment of principal or interest thereon as provided in the Series A Note and the Series B Note (collectively, the "Notes") or upon a material default by the Owner in the performance of any other material covenant of the Loan Documents, such unenforceability will not preclude (a) the acceleration of the obligation of the Owner to repay such principal and interest, (b) enforcement in accordance with applicable law of the assignment of rents set forth in the Loan Documents, (c) the foreclosure (including foreclosure by power of sale granted under the Loan Documents) in accordance with applicable law of the security interest in the collateral created by the Loan Documents, and (d) judicial enforcement in accordance with applicable law of the obligation of the Owner to repay such principal or such interest as provided in the Notes. With respect to our opinion above concerning enforcement of the assignment of rents set forth in the Loan Documents, we note in limitation of that opinion that the only method that is clearly established under California law for enforcement of an assignment of rents is by

appointment of a receiver by a court in an action for specific performance of the provisions of the Loan Documents that provide for the assignment of rents.

(iii) Section 726 of the California Code of Civil Procedure provides that any action to recover on a debt or other right secured by a mortgage or a deed of trust on real property must comply with the requirements of that section, which requirements relate to and specify the procedures for the sale of encumbered property, the application of proceeds, the rendition in certain cases of a deficiency judgment, and other related matters. We advise you that in such an action or proceeding, the debtor may require the creditor to exhaust all of its security before a personal judgment may be obtained against the debtor for a deficiency. We also advise you that failure to comply with the provisions of Section 726 (including an attempt to exercise a right to set off with respect to any funds of Owner that may be deposited with you from time to time and with respect to which you do not hold a perfected security interest) may result in the loss of your lien on the real property collateral. *See, e.g. Walker v. Community Bank*, 10 Cal. 3d 729, 111 Cal. Rptr. 897, 518 P.2d 329(1974); *Security Pacific Nat'l Bank v. Wozab*, 51 Cal. 3d 991, 275 Cal. Rptr. 201, 800 P.2d 557 (1990). For example, in *Security Pacific Nat'l Bank v. Wozab*, supra, the lender was held to have lost its lien on real property security by exercising a right of setoff with respect to funds of the borrower deposited with the lender and as to which the lender did not have a security interest.

(iv) Section 580d of the California Code of Civil Procedure provides that no deficiency judgment shall be rendered upon a note secured by a deed of trust or mortgage on real property after sale of the real property under the power of sale contained in such deed of trust or mortgage.

(v) Section 2924c of the California Civil Code provides that whenever the maturity of an obligation secured by a deed of trust or mortgage on real property is accelerated by reason of a default in the payment of interest or in the payment of any installment of principal or other sums secured thereby, or by reason of failure of the trustor or mortgagor to pay taxes, assessments, or insurance premiums, the trustor or mortgagor and certain other specified persons have the right, to be exercised at any time within the reinstatement period described in such section, to cure such default by paying the entire amount then due (including certain reasonable costs and expenses incurred in enforcing such obligations but excluding any principal amount that would not then be due had no default occurred) and thereby cure the default and reinstate such deed of trust or mortgage and the obligations secured thereby to the same effect as if no acceleration had occurred. If the power of sale in the deed of trust or mortgage is not to be exercised,

such reinstatement right may be exercised at any time prior to entry of the decree of foreclosure.

(vi) Section 726.5 of the California Code of Civil Procedure authorizes, under certain circumstances, a real estate-secured commercial lender to waive its lien against a parcel of "environmentally impaired" security (as therein defined) and sue the borrower without foreclosing on the real property collateral for the loan; and

(vii) Section 736 of the California Code of Civil Procedure permits a lender, under certain circumstances, to sue for breach of contract relating to any "environmental provisions" (as therein defined) concerning real property security without foreclosing on the real property security or in an action brought following foreclosure whether judicial or non-judicial.

(viii) The Agent's security interests in collateral consisting of "proceeds," as defined in the California UCC, are limited to the extent set forth in Section 9-306 of the California UCC;

(ix) We express no opinion with regard to any goods consisting of (A) items which are an accession to, or commingled or processed with other goods to the extent that the security interests of CLGFA are limited by Section 9-314 or Section 9-315 of the California UCC, or (b) items which are subject to a certificate of title statute of any jurisdiction or a document of title;

(x) We note that (a) the validity of the UCC-1 will lapse as to any collateral acquired by the Owner more than four months after the Borrower changes its name, identity or structure so as to make the UCC-1 misleading, unless new appropriate financing statements indicating the new name, identity or structure of the Owner are properly filed before the expiration of such four months, and (b) the California Uniform Commercial Code requires the filing of continuation statements within the period of six months prior to the expiration of five years from the date of filing of the original UCC-1 or the filing of any continuation statement in order to maintain the effectiveness of the original UCC-1. The filing of a new continuation statement shall preserve the priority of the original filing and shall be effective for five years from the date of the filing of the new continuation statement;

Financial Security Assurance Inc.

March 13, 1997

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(xi) We express no opinion regarding the validity, perfection or priority of any security interest in any item of collateral of the type listed in Section 9-104 of the California UCC.

(xii) We express no opinion regarding any provision which purports or attempts to constitute a legal determination that a sale under the California UCC is "commercially reasonable," such provision may not be enforceable and is subject to the discretion of a reviewing court.

(xiii) Our opinion in paragraph 9 above is based on the assumption that the applicable court will find a rational nexus between the selection of New York law by the parties and the transaction based on the facts and circumstances.

This opinion is made for the benefit of and can be relied on by the addresses hereof.

Sincerely,

Donald Rock

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March 13, 1997

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Sacramento, California

Financial Security Assurance Inc.
New York, New York

Redevelopment Agency of the City of Novato
Novato, California

Novato Financing Authority
Novato, California

Sutro & Co. Incorporated, as representative
of the Underwriter
San Francisco, California

Park Acquisition Corporation of Marin
Valley Mobile Country Club
Novato, California

Moody's Investors Service
New York, New York

Standard & Poor's Ratings Group
New York, New York

Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

and

Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Ladies and Gentlemen:

We have acted as counsel to the Novato Financing Authority (the "Owner") in connection with the issuance of the captioned bonds (the "Bonds") and the execution and delivery of the JPA

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Agreement, the Bond Documents to which the Owner is a party, the Disclosure Agreement, the Capital Improvements Agreement, and the Premium Letter (all as referenced and defined in that certain Purchase Contract, (the "Purchase Contract") dated as of March 10, 1997, by and between the Underwriter and the Owner) (collectively, the "Owner Documents"). All capitalized terms used but not defined herein shall have the meanings given in the Purchase Contract.

In acting as counsel to the Owner, we have examined certain proceedings of the Owner with respect to the authorization and issuance of the Bonds, including but not limited to a resolution adopted by the Owner on February 21, 1997 (the "Owner Resolution"), and such opinions, certificates and other documents as we deemed necessary or appropriate to render this opinion, including but not limited to the final approving opinion of Bond Counsel, dated the date hereof.

The opinions expressed herein are based on an analysis of existing statutes and court decisions, and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted, and by events occurring after the date hereof, and we have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted or do occur. We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the second paragraph hereof. As to questions of fact material to our opinion, we have relied upon said certified proceedings and other certifications of public officials furnished to us without undertaking to verify the accuracy or truthfulness of the same by independent investigation.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of California and the United States of America. The opinions expressed below concern only the effect of the laws (excluding the principles of conflict of laws) of the State of California and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

Based upon the foregoing, we are of the opinion, under existing law, that:

1. The Owner is a validly existing joint powers authority duly created and legally existing under the laws of the State of California, with full legal right, power and authority to adopt the Owner Resolution and to execute and deliver and perform its obligations under the Owner Documents.

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2. The Owner Resolution has been duly adopted by the Board of Directors of the Owner and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

3. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending and with service of process duly completed, or to my knowledge threatened against the Owner which: (1) in any way affects the existence of the Owner or in any way challenges the respective powers of the several officers or titles of the members or officials of the Board of the Owner to such offices; (2) affects or seeks to prohibit, restrain or enjoin the application of the proceeds of the sale of the Bonds, or materially adversely affects the collection of revenues or assets of the Owner available to pay the principal of and interest on the Bonds, or in any way contests or affects as to the Owner the validity or enforceability of the Owner Resolution, the JPA Agreement or the Owner Documents, or contests the powers of the Owner or its authority with respect to the execution, delivery or adoption of the Owner Resolution or the Owner Documents, or contests the completeness or accuracy of the Offering Statement or the Private Placement Memorandum, or in any way contests or challenges the consummation of the transactions contemplated thereby or which might materially adversely affect the operations of the Owner; nor, to the best of our knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the JPA Agreement, the Owner Resolution and the Owner Documents or the performance by the Owner of its obligations thereunder, or the authorization, execution, delivery or performance by the Owner of the Owner Documents.

4. The Owner Documents have been duly authorized, executed and delivered by the Owner and assuming due authorization, execution and delivery by each of the parties thereto other than the Owner, the Owner Documents constitute the legal, valid and binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms, subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and to equitable principles when equitable remedies are sought.

5. No order, filing, consent, approval, exemption of or registration with any governmental authority, creditor or other third party (other than as have been completed or obtained or as may be required under any blue sky law) is required in connection with the execution and delivery by the Owner of, or performance by the Owner of its obligations under the Owner Documents.

6. To our knowledge, after reasonable investigation, the Owner is not in material breach or default under any applicable constitutional provision, law or administrative regulation of the State of

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California or the United States or any applicable judgment, order or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Owner is a party or to which the Owner or any of its property or assets is otherwise subject or bound, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in each case which would materially adversely affect the validity or enforceability or ability of the Owner to perform any of its obligations under the Owner Documents to which it is a party.

7. The adoption of the Owner Resolution, the execution and delivery of the Owner Documents, and compliance with the obligations of the Owner contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, order or decree, or to the best of our knowledge, any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Owner is a party or to which the Owner or any of its property or assets is otherwise subject, nor will such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Owner or under the terms of any such law, regulation, resolution or instrument except as expressly provided in the Owner Documents.

8. The statements and information contained in the Offering Statement and the Private Placement Memorandum relating to the Owner (except for the financial, demographic and statistical data, as to all of which no opinion or view is expressed), as of the date thereof and hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

As they relate to the Mortgage, the opinions expressed in paragraph 4 above, are subject to and limited by the following further qualifications and exceptions:

(i) We express no opinion with respect to title to, or the relative priority of liens on, any of the real or personal property constituting the Project.

(ii) The effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws and judicial decisions now or hereafter in effect affecting, generally, the enforcement of creditors' rights and remedies.

(iii) The effect of the California "one-action rule" (California Code of Civil Procedure Section 726) and the anti-deficiency statutes (California Code of Civil Procedure Sections 580a and

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580d). However, in our opinion, such statutes and decisions do not operate to prevent either the Trustee or CLGFA from accelerating the maturity of the Owner's obligations under the Loan Agreement upon a material breach by the Owner of a material covenant contained in the Loan Agreement, or, except as provided in Section 2924c of the California Civil Code, from exercising its remedy of foreclosure following such acceleration, provided the rules and restrictions set forth in such statutes and judicial decisions with respect to foreclosure are observed by the Trustee or CLGFA, as the case may be.

(iv) Compliance with the procedural requirements of California law relating to the exercise of remedies by a secured lender or the substitution of trustees under the Mortgage, if a substitution occurs.

(v) The effect of rules of law governing specific performance, injunctive relief and other equitable remedies and defenses, and the discretion of any court of competent jurisdiction in awarding equitable remedies.

(vi) The effect of Section 2924c of the California Civil Code, which, in essence, permits the trustor and certain other entitled persons to reinstate the defaulted obligations secured by deeds of trust or mortgages under certain circumstances, and of California law which, in essence, grants certain rights of redemption in the event of judicial foreclosure. Pursuant to Code of Civil Procedure section 729.010 et seq., in the event of a judicial foreclosure under the Mortgage, the property included in the sale will be sold subject to a right of redemption.

(vii) The effect of Section 1265.225 of the California Code of Civil Procedure, which limits under certain circumstances the portion of a condemnation award in which a lien holder may share where there is a partial taking of property encumbered by a lien.

(viii) The unenforceability under certain circumstances of provisions respecting: non-waiver of remedies by a failure or delay of exercise, various self-help or summary remedies without notice of opportunity for hearing or correction, and the effect of California laws and case decisions establishing the status, duties and obligations of a lender under certain circumstances as a mortgagee in possession, waiving (expressly or by implication) or modifying rights, remedies or defenses otherwise available under statute or at law, stating that rights or remedies are not exclusive, stating that every right and remedy is cumulative and may be exercised in addition to or with any other right to remedy, and stating that the election of some particular remedy or remedies does not preclude recourse to one or more others.

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(ix) The effect of Section 564 of the California Code of Civil Procedure and case decisions thereunder, which describe and limit the types of litigation and circumstances under which receivers can be appointed. No opinion is expressed as to the enforceability of any provision in the Loan Agreement stating or implying that CLGFA may obtain appointment of a receiver other than by satisfaction of such statutory and case law.

(x) The effect of California Civil Code Section 2954.1 on collection, disposition and investment of impound accounts for payment of taxes, insurance and/or other items.

(xi) No opinion is expressed or implied as to:

(a) The enforceability under certain circumstances of any provisions in the Documents which purport to grant a power of attorney or agency to either the Trustee or CLGFA; or

(b) The relative priority or perfection of any liens. We understand that, as to the Owner's interest in, title to and the description of the Project, the due recordation of the Mortgage and the priority of the lien of the Mortgage, you are relying solely upon the representations of the Owner in the Mortgage and the policy of title insurance required pursuant to Section 9 of the Purchase Contract.

We note that the rights of the holders of the Bonds and the enforceability of the Owner Documents may be subject to bankruptcy, insolvency, reorganization, moratorium, arrangement, fraudulent conveyance and other similar laws affecting creditors' rights heretofore and hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against governmental entities in the State of California, and express no opinion with respect to any indemnification, contribution, choice of forum, waiver or choice of law provisions contained in the foregoing documents, except the choice of law provision contained in the Insurance Agreement, as to which we are of the opinion that such provision is enforceable under the laws of the State of California.

Respectfully submitted,

Nossaman, Guthner, Knox & Elliott, LLP

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March 13, 1997

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SENIOR REVENUE BONDS,
SERIES 1997A

(MARIN VALLEY MOBILE COUNTRY
CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
(CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT
FINANCE AUTHORITY

\$1,585,000.00

SUBORDINATE REVENUE BONDS,
SERIES 1997B

(MARIN VALLEY MOBILE COUNTRY
CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
(CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT
FINANCE AUTHORITY

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Ladies and Gentlemen:

In connection with our role as City Attorney to the City of Novato (the "City"), we have examined the following: (a) Ordinance No. 1341, passed February 22, 1996 (the "Rent Adjustment Ordinance"); (b) Resolution No. 97-27 of the City, adopted March 4, 1997 (the "City Resolution"); (c) the Joint Exercise of Powers Agreement, dated as of October 15, 1996, as amended on November 4, 1996, by and between the City and the Redevelopment Agency of the City of Novato (the "Agency") (the "JPA Agreement"); and (d) the Joint Exercise of Powers Agreement, dated as of July 1, 1993 (the "CLGFA JPA Agreement"), by and between the City and the California Local Government Finance Authority ("CLGFA"). The City Resolution, the JPA Agreement and the CLGFA JPA Agreement are collectively referred to as the "City Documents."

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the City Documents and the Rent Adjustment Ordinance, in its certified proceedings and in other certifications of public officials of the City furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof:

1. The City Resolution has been duly adopted by the Novato City Council and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.
2. The City Documents have been duly authorized, executed and delivered by the City and assuming due authorization, execution and delivery by the other parties thereto, the City Documents constitute binding obligations of the City, enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, moratorium, other laws and laws affecting creditors' rights generally and to equitable principles when equitable remedies are sought.

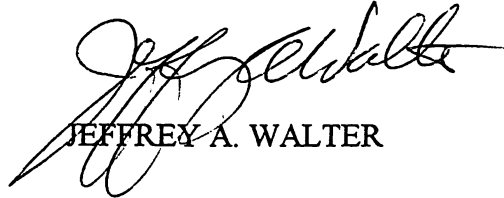
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3. Ordinance No. 1341 (the "Rent Adjustment Ordinance") has been duly passed and adopted by the Novato City Council and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

Sincerely yours,

WALTER & PISTOLE

A handwritten signature in black ink, appearing to read "Jeffrey A. Walter", is written over the typed name.

JEFFREY A. WALTER

JAW:kp

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Redevelopment Agency of
the City of Novato
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First Trust of California,
National Association
One California Street
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SENIOR REVENUE BONDS, SERIES
1997A (MARIN VALLEY MOBILE
COUNTRY CLUB PARK ACQUISITION
PROJECT) ISSUED FOR THE BENEFIT
OF THE NOVATO FINANCING
AUTHORITY (CALIFORNIA)
FACILITATED BY THE CALIFORNIA
LOCAL GOVERNMENT FINANCE
AUTHORITY

SUBORDINATE REVENUE BONDS,
SERIES 1997B (MARIN VALLEY MOBILE
COUNTRY CLUB PARK ACQUISITION
PROJECT) ISSUED FOR THE BENEFIT
OF THE NOVATO FINANCING
AUTHORITY (CALIFORNIA)
FACILITATED BY THE CALIFORNIA
LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

We have acted as counsel to the Redevelopment Agency of the City of Novato (the "Agency") in connection with the issuance of the Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California) (the "Owner"), Facilitated by the California Local

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March 13, 1997

Page 2

Government Finance Authority (the "Senior Bonds") and the issuance of the Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to Resolution No. 97-1 of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee. The proceeds of the Bonds are being loaned to the Owner pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club for the Owner's acquisition of the Marin Valley Mobile Country Club Park.

In connection with our role as counsel to the Agency, we have examined the following: (a) Resolution No. R-3-97 of the Agency (the "Agency Resolution"), adopted March 4, 1997; (b) the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants, dated as of March 1, 1997, (the "Pledge Agreement"), by and among the Owner, the PAC and the Agency; (c) the Indemnity Agreement, dated as of March 1, 1997 (the "Indemnity Agreement"), by and among the Owner, the Agency and CLGFA; (d) the Continuing Disclosure Agreement, dated as of March 1, 1997 (the "Continuing Disclosure Agreement"), by and among the Owner, the PAC, the Agency and the Trustee, as dissemination agent thereunder; and (e) such other information and documents as we deemed necessary to render this opinion. The Pledge Agreement, the Indemnity Agreement and the Continuing Disclosure Agreement are collectively referred to herein as the "Agency Documents."

As to questions of fact material to our opinion, we have relied upon representations of the Agency contained in the Agency Resolution and the Agency Documents, in its certified proceedings and in other certifications of public officials of the Owner furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof:

1. The Agency is a validly existing agency duly created and legally existing under the laws of the State of California, with full legal right, power

March 13, 1997

Page 3

and authority to adopt the Agency Resolution and to execute and deliver and perform its obligations under the Agency Documents.

2. The Agency Resolution has been duly adopted by the Board of Directors of the Agency and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

3. The Agency Documents have been duly authorized, executed and delivered by the Agency and assuming due authorization, execution and delivery by the other parties thereto, the Agency Documents constitute the legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with their respective terms, subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and to equitable principles when equitable remedies are sought.

4. To our knowledge, after reasonable investigation, the Agency is not in material breach or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment, order or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject or bound, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in each case which would materially adversely affect the validity or enforceability or ability of the Agency to perform any of its obligations under the Agency Documents.

5. The adoption of the Agency Resolution, the execution and delivery of the Agency Documents, and compliance with the obligations of the Agency contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, order or decree, or to the best of my knowledge, any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any

March 14, 1997

Page 4

such law, regulation, resolution or instrument except as expressly provided in the Agency Documents.

The opinions set forth above are subject to the following qualifications and exceptions:


1. The opinions do not cover such matters as the application of Article 34 of the California Constitution, compliance with the California Environmental Quality Act or the validity or enforceability of other actions of the Agency, or the effect and enforceability of Ordinance No. 1341 of the City of Novato and covenants of the PAC with respect thereto.

2. We express no opinion as to any matter than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities law or "Blue Sky" law or any federal, state or local tax law, as respecting the Bonds.

3. The opinion is furnished solely for your benefit and may not, without express written consent, be relied upon by any other person. We undertake no duty to notify any person or entity of changes in the facts or circumstances upon which this opinion is based or any new facts or information which may become known to us after the date of this opinion.

Very truly yours,

McDONOUGH, HOLLAND & ALLEN

By: 
Joseph E. Coomes, Jr.

JEC:cs

McDONOUGH, HOLLAND & ALLEN

A PROFESSIONAL CORPORATION
ATTORNEYS

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March 13, 1997

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PROJECT) ISSUED FOR THE BENEFIT
OF THE NOVATO FINANCING
AUTHORITY (CALIFORNIA)
FACILITATED BY THE CALIFORNIA
LOCAL GOVERNMENT FINANCE
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SUBORDINATE REVENUE BONDS,
SERIES 1997B (MARIN VALLEY MOBILE
COUNTRY CLUB PARK ACQUISITION
PROJECT) ISSUED FOR THE BENEFIT
OF THE NOVATO FINANCING
AUTHORITY (CALIFORNIA)
FACILITATED BY THE CALIFORNIA
LOCAL GOVERNMENT FINANCE
AUTHORITY

Ladies and Gentlemen:

We have acted as counsel to the Redevelopment Agency of the City of Novato (the "Agency") in connection with the issuance of the Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California) (the "Owner"), Facilitated by the California Local

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March 13, 1997

Page 2

Government Finance Authority (the "Senior Bonds") and the issuance of the Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to Resolution No. 97-1 of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee. The proceeds of the Bonds are being loaned to the Owner pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the Park Acquisition Corporation of Marin Valley Mobile Country Club for the Owner's acquisition of the Marin Valley Mobile Country Club Park.

In connection with our role as counsel to the Agency, we have examined the following: (a) Resolution No. R-3-97 of the Agency (the "Agency Resolution"), adopted March 4, 1997; (b) the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants, dated as of March 1, 1997, (the "Pledge Agreement"), by and among the Owner, the PAC and the Agency; (c) the Indemnity Agreement, dated as of March 1, 1997 (the "Indemnity Agreement"), by and among the Owner, the Agency and CLGFA; (d) the Continuing Disclosure Agreement, dated as of March 1, 1997 (the "Continuing Disclosure Agreement"), by and among the Owner, the PAC, the Agency and the Trustee, as dissemination agent thereunder; and (e) such other information and documents as we deemed necessary to render this opinion. The Pledge Agreement, the Indemnity Agreement and the Continuing Disclosure Agreement are collectively referred to herein as the "Agency Documents."

As to questions of fact material to our opinion, we have relied upon representations of the Agency contained in the Agency Resolution and the Agency Documents, in its certified proceedings and in other certifications of public officials of the Owner furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof:

1. The Agency is a validly existing agency duly created and legally existing under the laws of the State of California, with full legal right, power

and authority to adopt the Agency Resolution and to execute and deliver and perform its obligations under the Agency Documents.

2. The Agency Resolution has been duly adopted by the Board of Directors of the Agency and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

3. The Agency Documents have been duly authorized, executed and delivered by the Agency and assuming due authorization, execution and delivery by the other parties thereto, the Agency Documents constitute the legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with their respective terms, subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and to equitable principles when equitable remedies are sought.

4. To our knowledge, after reasonable investigation, the Agency is not in material breach or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment, order or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject or bound, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in each case which would materially adversely affect the validity or enforceability or ability of the Agency to perform any of its obligations under the Agency Documents.

5. The adoption of the Agency Resolution, the execution and delivery of the Agency Documents, and compliance with the obligations of the Agency contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, order or decree, or to the best of my knowledge, any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any

such law, regulation, resolution or instrument except as expressly provided in the Agency Documents.

The opinions set forth above are subject to the following qualifications and exceptions:

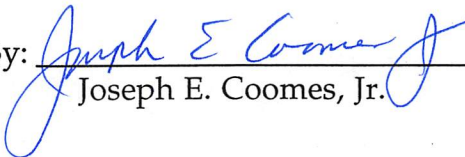
1. The opinions do not cover such matters as the application of Article 34 of the California Constitution, compliance with the California Environmental Quality Act or the validity or enforceability of other actions of the Agency, or the effect and enforceability of Ordinance No. 1341 of the City of Novato and covenants of the PAC with respect thereto.

2. We express no opinion as to any matter than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities law or "Blue Sky" law or any federal, state or local tax law, as respecting the Bonds.

3. The opinion is furnished solely for your benefit and may not, without express written consent, be relied upon by any other person. We undertake no duty to notify any person or entity of changes in the facts or circumstances upon which this opinion is based or any new facts or information which may become known to us after the date of this opinion.

Very truly yours,

McDONOUGH, HOLLAND & ALLEN

By: 
Joseph E. Coomes, Jr.

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March 13, 1997

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First Trust of California
National Association
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\$15,485,000

SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

\$1,585,000

SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

Ladies and Gentlemen:

I have acted as counsel to the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") in connection with the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and the issuance of the \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" and collectively with the Senior Bonds, the "Bonds"). The Bonds are being issued pursuant to Resolution No.

97-1 of the California Local Government Finance Authority ("CLGFA") and a Trust Indenture dated as of March 1, 1997 (the "Indenture"), by and between CLGFA and First Trust of California, National Association, as trustee. The proceeds of the Bonds are being loaned to the Novato Financing Authority (the "Owner") pursuant to a Loan Agreement, dated as of March 1, 1997 (the "Loan Agreement"), by and among CLGFA, the Owner and the PAC for the Owner's acquisition of the Marin Valley Mobile Country Club Park.

In connection with my role as counsel to the PAC, I have examined the following: (a) Resolution No. 97-224 of the PAC (the "PAC Resolution"), adopted February 24, 1997; (b) the Loan Agreement; (c) the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants, dated as of March 1, 1997, (the "Pledge Agreement"), by and among the Owner, the PAC and the Agency; (d) the Marin Valley Mobile Country Club Park Delegation Agreement, dated as of March 1, 1997 (the "Delegation Agreement"), by and between the Owner and the PAC; (e) the In-Lieu-Of-Tax Agreement, dated as of March 1, 1997 (the "In-Lieu-Of-Tax Agreement"), by and among the Owner, the PAC and the City; (f) the Capital Improvements Agreement, dated March 13, 1997 (the "Capital Improvements Agreement"), by and between the Owner and the PAC; (g) the Management Agreement, dated as of March 1, 1997 (the "Management Agreement"), by and between the PAC and Storz Management Company, Inc. (the "Property Manager"); (h) the Deposit Only Account Agreement, dated as of March 1, 1997 (the "Deposit Only Agreement"), by and among the PAC, the Property Manager, Bank of Marin and the Trustee; (i) the Letter of Representation of the PAC (the "Letter of Representation") attached as Appendix B to the Purchase Contract dated March 10, 1997; (j)(i) the Continuing Disclosure Agreement, dated as of March 1, 1997, by and among the Owner, the PAC and the Trustee, as dissemination agent (the "Dissemination Agent") and (ii) the Continuing Disclosure Agreement, dated as of March 1, 1997, by and among the Owner, the PAC, the Agency and the Dissemination Agent (collectively, the "Continuing Disclosure Agreements"); (k) the Insurance and Indemnity Agreement dated as of March 1, 1997, among Financial Security Assurance Inc., the Owner and the PAC; and (l) such other information and documents as I deemed necessary to render this opinion. The Loan Agreement, the Pledge Agreement, the Delegation Agreement, the In-Lieu-Of-Tax Agreement, the Capital Improvements Agreement, the Management Agreement, the Deposit Only Agreement, the Continuing Disclosure Agreements, the Insurance Agreement and the Letter of Representation are collectively referred to herein as the "PAC Documents."

As to questions of fact material to my opinion, I have relied upon representations of the PAC contained in the PAC Resolution and the PAC Documents, in its certified proceedings and in other certifications of public officials of the PAC furnished to me without undertaking to verify the same by independent investigation.

Based on the foregoing, it is my opinion that, as of the date hereof:

1. The PAC is validly and legally existing as a nonprofit, mutual benefit corporation with full legal right, power and authority to execute and deliver and perform its obligations under the PAC Documents.

2. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or to my knowledge threatened against the PAC which: (1) in any way affects the existence of the PAC or in any way challenges the respective powers of the several officers or titles of the members or officials of the PAC to such offices; (2) contests the powers of the PAC or its authority with respect to the execution, delivery or adoption of the PAC Documents, or contests the completeness or accuracy of the Offering Statement dated March 10, 1997 or the Private Placement Memorandum dated March 12, 1997, or in any way contests or challenges the consummation of the transactions contemplated thereby or which might materially adversely affect the operations of the PAC; nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the authorization, execution, delivery or performance by the PAC of the PAC Documents.

3. The PAC Documents have been duly authorized, executed and delivered by the PAC, and assuming due authorization, execution and delivery by each of the parties thereto other than the PAC, the PAC Documents constitute the legal, valid and binding obligations of the PAC enforceable against the PAC in accordance with their terms, subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and to equitable principles when equitable remedies are sought.

4. Except as disclosed in the Offering Statement and the Private Placement Memorandum, no order, filing, consent, approval, exemption of or registration with any governmental authority, creditor or other third party (other than as have been completed or obtained or as may be required under any blue sky law) is required in connection with the execution and delivery by the PAC of, or performance by the PAC of its obligations under the PAC Documents.

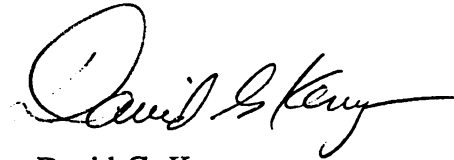
5. To my knowledge, after reasonable investigation, the PAC is not in material breach or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment, order or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the PAC is a party or to which the PAC or any of its property or assets is otherwise subject or bound, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in each case which would materially adversely affect the validity or enforceability or ability of the PAC to perform any of its obligations under the PAC Documents.

6. The execution and delivery of the PAC Documents and compliance with the obligations of the PAC contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, order or decree, or to the best of my knowledge, any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the PAC is a party or to which the PAC or any of its property or assets is otherwise subject, nor will such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance

of any nature whatsoever upon any of the property or assets of the PAC or under the terms of any such law, regulation, resolution or instrument except as expressly provided in the PAC Documents.

7. The statements and information contained in the Offering Statement and the Private Placement Memorandum relating to the PAC (except for the financial, demographic and statistical data and except for the information concerning The Depository Trust Company, CLGFA, the Owner and Financial Security, as to all of which, no opinion or view is expressed), as of the date thereof and hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Sincerely

A handwritten signature in cursive script, appearing to read "David G. Kenyon". The signature is written in black ink and is positioned above the printed name.

David G. Kenyon

**WAGNER
KIRKMAN
& BLAINE**

Attorneys at Law

March 13, 1997

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New York, NY 10004

\$15,485,000

SENIOR REVENUE BONDS, SERIES 1997A

(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the Novato Financing Authority (CA)
Facilitated by the California Local Government Finance Authority

\$1,585,000

SUBORDINATE REVENUE BONDS, SERIES 1997B

(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the Novato Financing Authority (CA)
Facilitated by the California Local Government Finance Authority

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Sutro & Co., et al
March 13, 1997
Page 2

Ladies and Gentlemen:

We have acted as counsel to Storz Management Company, a California corporation (the "Property Manager"), in connection with the Management Agreement, dated as of March 1, 1997, by and between the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") and the Property Manager, and the Deposit Only Account Agreement, dated as of March 1, 1997, by and among the PAC, the Property Manager, the Bank of Marin and the First Trust of California, National Association, as trustee, and the acquisition of the Marin Valley Mobile Country Club Park (the "Project") by the Novato Financing Authority.

In our capacity as counsel to the Property Manager, we have examined the Property Manager's Articles of Incorporation, its Domestic Stock Statement and resolution authorizing the contemplated Management Agreement and Deposit Only Account Agreement, each dated as of March 1, 1997 (collectively the "Property Manager Documents"). We have verified with the California Secretary of State that the Property Manager is in good standing, and we have interviewed Ken Waterhouse, its Director of Property Management. We have assumed without independent verification (i) the genuineness of all signatures, (ii) the power and authority of all parties (other than the Property Manager) executing the Property Manager Documents to execute, deliver and perform such Property Manager Documents, by such other parties, and (iii) the conformity to authentic original documents of all documents reviewed by us as certified, conformed or photostatic copies. We have limited the scope of our due diligence as above provided.

Whenever our opinion herein, with respect to the existence or absence of facts is qualified by the phrase "to our knowledge" or "known to us," it is intended to indicate that in the course of our representation of the Property Manager, we have no actual knowledge of the existence or absence of such facts. Except as set forth herein and except for review of our corporate file of the Property Manager, we have not undertaken any independent investigation to determine the existence or absence of such facts and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Property Manager.

Based on the foregoing, and upon such investigation as we have deemed necessary, we are of the opinion that as of the date hereof:

1. The Property Manager is a corporation duly organized, validly existing and in good standing under the laws governing

its creation and existence and has full corporate power and authority to own its property, to carry on its business as presently conducted and to enter into and perform its obligations under the Property Manager Documents.

2. The Property Manager has duly authorized, executed and delivered the Property Manager Documents, and such documents constitute the valid and binding obligations of the Property Manager, enforceable against the Property Manager in accordance with their terms, except as enforceability may be limited by applicable bankruptcy and insolvency laws, other similar laws affecting the enforcement of creditors' rights generally and general equity principles.

3. The execution, delivery and performance by the Property Manager of the Property Manager Documents and the consummation of the transactions therein contemplated and compliance with the terms thereof do not violate the provisions of the Articles of Incorporation of the Property Manager, and do not conflict with or violate any state or federal law, rule or regulation governing the Property Manager.

With regard to the following, we have relied solely on our interview with representatives of the Property Manager and we have not independently reviewed the "Property Manager Documents" nor performed any other due diligence of any sort whatsoever:

1. The Property Manager is duly qualified or licensed to own its properties and to do business as it is currently conducted and is in good standing in each jurisdiction (including, without limitation, the jurisdiction in which the Project is located) in which it owns or leases property of a nature or transacts business of a type that would require it to so qualify or be licensed, except for such jurisdictions where the failure to so qualify or be licensed would not result in a material liability or disability by reason of such failure or have a material adverse effect on the Project or the ability of the Property Manager to enter into and perform its obligations under the Property Manager Documents.

2. The execution and delivery by the Property Manager of the Property Manager Documents, the compliance by the Property Manager with all of the applicable provisions of the Property Manager Documents and the consummation of the transactions contemplated therein will not conflict with or result in a breach of any of the terms or provisions of, constitute a default under or result in a breach of any of the terms and provisions of or the acceleration of any obligation under any indenture, mortgage, deed of trust, security deed, loan agreement or other document, agreement or instrument to which the Property Manager is a party

or by which it is bound or to which any of the property or assets of the Property Manager is subject, nor will such action result in any violation of any of the provisions of the articles of incorporation of the Property Manager, or any statute or any judgment, order, decree, rule or regulation of any court or governmental or regulatory agency, body or official having jurisdiction over the Property Manager or any of its properties.

3. No consent, approval, authorization, order, registration or qualification of or with any court or governmental or regulatory agency, body or official is required for the execution and delivery by the Property Manager of each of the Property Manager Documents, or the compliance by the Property Manager with all the provisions of the Property Manager Documents, or the consummation of the transactions therein contemplated, except such as have been obtained.

4. There are no legal or governmental proceedings pending or, to our knowledge, threatened (i) asserting the invalidity of any of the Property Manager Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Property Manager Documents, and (iii) which, if adversely determined to the Property Manager, would have a material adverse effect on the financial condition or results of operations of the Property Manager, or the performance by the Property Manager of its respective obligations under, or the validity or enforceability of, the Property Manager Documents.

5. We have examined the description of the Property Manager in the Offering Statement and the Private Placement Memorandum under the caption "THE PROPERTY MANAGER" and nothing has come to our attention that would lead us to believe that the description of the Property Manager in the Offering Statement and Private Placement Memorandum as of the date thereof or as of the date hereof (other than the financial information therein, as to which we express no belief or opinion) contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

We are providing our opinion only as to the effect on the subject transaction of the laws of the State of California and of federal law, and we assume no responsibility as to the applicability thereto, or the effect thereon, of the law of any other jurisdiction. Any opinion expressed herein is specifically subject to and limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect.

Sutro & Co., et al
March 13, 1997
Page 5

This opinion is being rendered for your benefit and the benefit of your successors and assigns under the documents, agreements and instruments referred to herein, and may not be used or relied upon, nor may copies be delivered to, any other person or entity without our express written consent except in connection with the matters set forth herein.

Very truly yours,

WAGNER, KIRKMAN & BLAINE



BELAN KIRK WAGNER

BKW3-15.017

KUTAK ROCK
A PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS
SUITE 2900
717 SEVENTEENTH STREET
DENVER, COLORADO 80202-3329
303-297-2400
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ATLANTA
KANSAS CITY
LITTLE ROCK
NEW YORK
NEWPORT BEACH
OKLAHOMA CITY
OMAHA
PHOENIX
PITTSBURGH
WASHINGTON

March 13, 1997

Sutro & Co. Incorporated
201 California Street
San Francisco, California

George K. Baum & Company
660 J Street
Sacramento, California

Financial Security Assurance Inc.
350 Park Avenue
New York, New York

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCING AUTHORITY

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Senior Bonds"). As such counsel, we have participated in the preparation of the Offering Statement dated March 10, 1997 with respect to the Bonds (the "Offering Statement"). Capitalized terms not otherwise defined herein have the meanings set forth in the Purchase Contract.

In our capacity as bond counsel, we have participated with the California Local Government Finance Authority ("CLGFA"), the Novato Financing Authority (the "Owner"), the

KUTAK ROCK

A PARTNERSHIP

INFORMATION PROFESSIONAL CORPORATION

SUITE 2800

1715 FIFTEENTH STREET

DENVER, COLORADO 80202

303-555-2800

FACSIMILE 303-555-2800

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[Faint, mostly illegible text, likely a letter or document body]

Sutro & Co. Incorporated
George K. Baum & Company
California Local Government
Finance Authority
March 13, 1997
Page 2

Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC"), the Agency, the City, the Property Manager, the Appraiser and other parties in the preparation of the Offering Documents. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences and telephone conversations with, representatives of the Owner; representatives of the PAC; David Kenyon, Esq., counsel to the PAC; representatives of Sutro & Co. Incorporated, as representative of the underwriters with respect to the Senior Bonds; representatives of the City of Novato, California (the "City"); representatives of the Redevelopment Agency of the City of Novato (the "Agency"); representatives of Nossaman, Guthner, Knox & Elliott, LLP, counsel to the Owner; representatives of Walter & Pistole, counsel to the City; representatives of McDonough, Holland and Allen, counsel to the Agency and representatives of First Trust of California, National Association, as Trustee. We have also reviewed the documents, certificates and opinions delivered pursuant to the Purchase Contract, other documents and records relating to the authorization, delivery and sale of the Bonds and the certificates of the officials of CLGFA, the Owner, the Agency and the PAC. In addition, we have relied upon, and assumed the correctness of, the certificates of the officials of CLGFA, the Owner, the Agency and the PAC, and upon certain documents, opinions and letters.

While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Offering Statement, on the basis of information made available to us in the course of our performance as bond counsel, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Offering Statement, based on our discussions, inquiries, reviews and participation and in reliance thereon and on the records, proceedings and documents referred to in the Offering Statement, nothing has come to the attention of the attorneys in our firm rendering legal services in the capacity of Bond Counsel which leads us to believe that the Offering Statement, as of its date (excluding therefrom any financial statements, financial, technical, statistical, numerical and tabular data, forecasts, projections, estimates, assumptions and expressions of opinions or as to the information about book-entry, The Depository Trust Company or Financial Security Assurance Inc. as to which no opinion or view is expressed), contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect.

Sutro & Co. Incorporated
George K. Baum & Company
California Local Government
Finance Authority
March 13, 1997
Page 3

This letter is issued to and for the sole benefit of the above addressees and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressees may rely upon this letter without our express prior written consent. This letter may not be utilized by you for any other purpose whatsoever and may not be quoted by you without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason.

Very truly yours,

Yvonne Rock



Financial Security Assurance Inc.

March 13, 1997

Municipal Bond Insurance Policy No. 22034-N With Respect to
\$15,485,000 In Aggregate Principal Amount of
California Local Government Finance Authority
(Issued For The Benefit of Novato Financing Authority (California))
Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)

Ladies and Gentlemen:

I am Associate General Counsel of Financial Security Assurance Inc., a New York stock insurance company ("Financial Security"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by Financial Security of its above-referenced policy (the "Policy"). The Policy has been issued pursuant to the Insurance and Indemnity Agreement, dated as of March 1, 1997 (the "Insurance Agreement"), by and among Financial Security, Novato Financing Authority and Park Acquisition Corporation of Marin Valley Mobile Country Club.

In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate, including the Policy and the Insurance Agreement.

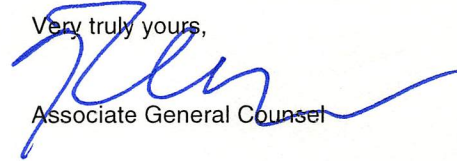
Based upon the foregoing, I am of the opinion that:

1. Financial Security is a stock insurance company duly organized, validly existing and authorized to transact financial guaranty insurance business under the laws of the State of New York .
2. The Policy and the Insurance Agreement have been duly authorized, executed and delivered by Financial Security.
3. The Policy and the Insurance Agreement constitute the valid and binding obligations of Financial Security, enforceable against Financial Security in accordance with their terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of Financial Security and to the application of general principles of equity.

In addition, please be advised that I have reviewed the description of Financial Security under the caption "BOND INSURANCE - Financial Security Assurance Inc." in the official statement relating to the above-referenced Bonds dated March 11, 1997 (the "Official Statement"). The information provided in the Official Statement with respect to Financial Security is limited and does not purport to provide the scope of disclosure required to be included in a prospectus with respect to a registrant under the Securities Act of 1933, as amended, in connection with a public offering and sale of securities of such registrant. Within such limited scope of disclosure, however, there has not come to my attention any information which would cause me to believe that the description of Financial Security referred to above, as of the date of the Official Statement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion is rendered with respect to any financial statements or other financial information contained or referred to therein).

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York and the Federal laws of the United States of America.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'J. L. ...', written over the typed name 'Associate General Counsel'.

Associate General Counsel

California Local Government Finance Authority,
Regional Council of Rural Counties,
1020 12th Street - Suite 200-A
Sacramento, California 95814.

Novato Financing Authority,
900 Sherman Avenue,
Novato, California 94945.

George K. Baum & Company,
660 J Street - Suite 460,
Sacramento, California 95814.

Sutro & Co. Incorporated,
201 California Street,
San Francisco, California 94111.

SABO & GREEN

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(818) 704-0195
FAX (818) 704-4729

SAN BERNARDINO
(909) 383-9373
FAX (909) 383-9378

March 13, 1997

California Local Government Finance Authority
1020 12th Street, Suite 400
Sacramento, California 95814

Financial Security Assurance Inc.
350 Park Avenue
New York, New York 10022

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

and

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

Ladies and Gentlemen:

We have acted as Special Counsel to the California Local Government Finance Authority (the "Authority") in connection with certain ad valorem tax matters involving the issuance of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority Facilitated by the California Local Government Finance Authority; \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority Facilitated by the California Local Government Finance Authority; (the "Bonds"). The Bonds are being issued to finance the

acquisition of the Marin Valley Mobile Country Club Park (the "Project"). In our capacity as Special Counsel, we have reviewed the California Constitution and various provisions of California law to determine whether the Project is exempt from ad valorem property taxes if certain conditions are met. The opinions herein expressed are limited in all respects to the laws of the State of California.

Based upon the foregoing, and under existing law, as interpreted, we are of the opinion that:

1. The Project is exempt from ad valorem property taxes pursuant to Article XIII, Section 3 of the California Constitution for such period as the Project is owned by the Authority for redevelopment purposes and the Authority maintains its existence as a local governmental agency of the State of California.

2. The Project will be exempt under California Revenue and Taxation Code Section 214 from ad valorem property taxes to the extent the Project is owned by a nonprofit corporation existing pursuant to Internal Revenue Code Section 501(c)(3), meets each requirement of California Revenue and Taxation Code Section 214(a) and is either:

(i) used exclusively for low- and moderate-income elderly or handicapped families (as provided in Revenue and Taxation Code Section 214(f));

(ii) used for low- and moderate-income elderly or handicapped families and other than low- and moderate-income elderly or handicapped families, in which event the Project shall be entitled to a partial exemption from ad valorem property taxes in an amount equal to that percentage of the value of the Project which is equal to the percentage which the number of low- and moderate-income elderly and handicapped families occupying the Project is to the total number of families occupying the Project (as provided in Revenue and Taxation Code Section 214(f)); or

(iii) used exclusively for rental housing and related facilities in which event the Project shall be entitled to a partial exemption equal to that percentage of the value of the Project which the portion of the Project serving lower income households is of the total Project in any year in accordance with the requirements of Revenue and Taxation Code Section 214(g).

California Local Government
Finance Authority
March 13, 1997
Page 3

This opinion is being delivered solely as of the date hereof based upon the facts and the law as in effect as of the date hereof. This opinion is provided solely to the addressee and is not for the benefit of, or to be relied upon by, anyone else other than the addressee.

Very truly yours,

Sabo & Green, a Prof'l Corp

SABO & GREEN

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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CALABASAS, CALIFORNIA 91302-1595
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SAN BERNARDINO
(909) 383-9373
FAX (909) 383-9378

March 13, 1997

Financial Security Assurance Inc.
350 Park Avenue
New York, New York 10022

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

and

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE AUTHORITY

Ladies and Gentlemen:

We have acted as special counsel to the Novato Financing Authority (the "Authority") in connection with the rendering of an opinion regarding certain covenants contained in the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants (the "Pledge Agreement") dated as of March 1, 1997 among the Redevelopment Agency of the City of Novato, Park Acquisition Corporation of Marin Valley Mobile County Club ("PAC") and the Authority and the Insurance & Indemnity Agreement dated as of March 1, 1997 among Financial Security Assurance Inc., PAC and the Authority (the "Insurance Agreement") relating to the above-mentioned Bonds (the "Bonds"). (Capitalized terms not otherwise defined shall have the meanings set forth in the Pledge Agreement.)

In that regard, we have examined the Pledge Agreement and Ordinance No. 1341 dated February 22, 1996, entitled "An Ordinance of the City of Novato Adding Chapter XX to the Novato Municipal Code, Establishing a System of Mobilehome Rent Control" (the "Rent Control Ordinance").

The Authority has covenanted in Section 3.05 of the Pledge Agreement and Section 2.07(t) of the Insurance Agreement to:

Pledge Agreement

[1] "raise rents with respect to the mobile home sites located in the Project each Calendar Year in an amount at least equal to 75% of the percentage increase in the Consumer Price Index for the preceding Calendar Year. [2] In addition, the PAC and the Owner [Authority] shall provide for or raise the current capital improvement pass-through rents with respect to the mobile home sites located in the Project to the extent that the PAC and the owner do not have sufficient funds from other sources to provide for the capital improvements set forth in the Capital Plan. [3] The PAC covenants that if the Required Amount during the immediately previous or next twelve month period, was or is expected to be less than \$100,000, the PAC and the owner will raise rents in an amount necessary to cause the Required Amount to equal \$100,000 for the next twelve months."

Insurance Agreement

[4] "Rate Covenants. The Owner will fix, charge and collect rents at the Project as necessary for each fiscal year to produce NOI for such fiscal year equal to at least \$100,000. For purposes of this paragraph (t), 'NOI' means the gross Project rents for the most recently completed Fiscal Year for which audited financial statements are available less the amounts set forth in first through twentieth under Section 5.03(b) of the Indenture."

You have requested our opinion regarding whether the rate covenants set forth above are enforceable and permitted under the Rent Control Ordinance, as such Rent Control Ordinance exists as of the date hereof. In rendering the opinion set forth below, we first note that, although the Rental Control Ordinance was adopted February 22, 1996, and has been effective since that date, certain provisions of the Rent Control Ordinance have not been implemented. In particular, the City Council of the City of Novato has not, as of this date, appointed initial members to the City of Novato Rent Stabilization Board (the "Board"), nor has the Board adopted rules and procedures for scheduling its meetings, conducting its hearings and exercising its powers and functions pursuant to the Rent Control Ordinance.

As a result, we are not able to determine whether any such rules and procedures, if and when adopted, may adversely affect the ability of the Authority to meet its obligations under the above-quoted rate covenants, and any other matters affecting the interpretation of the Rent Control Ordinance by the Board. Further, we note for your information that Section 798.30 of the California Civil Code requires that the owner, manager or management company of a mobile home park deliver to each tenant therein written notice of any increase to his or her rent at least ninety (90) days prior to the effective date of the proposed rent increase. Finally, we are not rendering any opinions as to whether the City possesses the right or the ability to amend or revise the Rent Control Ordinance after the date hereof.

Based upon and subject to the foregoing, as of the date hereof, we are of the opinion that:

1. The rate covenant of the Authority set forth in [1] above is permitted, valid, binding and enforceable to the extent that actual increases occur with respect to the Consumer Price Index to warrant a rate increase not in excess of the amount as may be determined pursuant to the Rent Control Ordinance.

2. The rate covenant of the Authority set forth in [2] above is permitted, valid, binding and enforceable in accordance with its terms, but only to the extent that amortized costs of "beneficial capital improvements" (as that term is defined in Section 20-8 of the Rent Control Ordinance) plus reasonable profit and reasonable finance expenses incurred in connection therewith exceed existing reserves for replacement and said costs are passed through to the tenants by the owner. Enforceability of [2] above

March 13, 1997

Page 4

shall also be subject to the rules and procedures as may hereinafter be promulgated by the Board, and subject to determination by the Board of "reasonable profit" and "reimbursable finance expense", under Section 20-8 of the Rent Control Ordinance.

3. The rate covenants of the Authority set forth in [3] and [4] above are permitted, valid, binding and enforceable in accordance with their terms, subject, however, to the requirement that any increase in rent as required under [3] and [4] above be subject to review and approval by the Board. Pursuant to Section 20-12 of the Rent Control Ordinance, it is presumed that the net operating income produced by the Project in 1995, provided a fair return on the property. Based upon a certificate prepared by the Authority, the base year net operating income for the Project equaled \$1,481,123. Thus, barring any contrary rules and regulations which may be enacted by the Board, once constituted, net operating income (as defined in the Pledge Agreement) totaling \$100,000 is presumed to be a fair return.

4. We have been asked to provide an opinion on whether a possessory interest tax would be charged to the residents of the Project after closing of the above referenced bond transaction. It is our opinion that if a possessory interest tax is imposed on the Project, said possessory interest tax would be imposed against the residents of the Project. However, we do not opine as to any rights or remedies available to the tenants in the event the Authority fails to provide proper notice of the potential possessory interest tax to said residents as required by California Revenue and Taxation Code Section 107.6.

This opinion is given based solely upon the laws and the facts as of this date. This opinion has been addressed to you solely for your purposes and is not to be relied on by or furnished to, any other party.

Very truly yours,

Sabo & Green, a Professional Corporation

PAUL AND ELEANOR SADE,
TRUSTEES OF THE PAUL AND ELEANOR SADE 1985 TRUST
585 POINT SAN PEDRO ROAD
SAN RAFAEL, CALIFORNIA 94901

July 20, 1996

Park Acquisition Corporation
of Marin Valley Mobile Country Club
172 Marin Valley Drive
Novato, California 94949

Attn: Owen Haxton

Marin Valley Mobile Country Club
100 Marin Valley Drive, Novato, California

Dear Sirs:

1. Please refer to the Agreement for Exchange of Real Property dated July 20, 1996 ("Agreement"), between Paul Sade and Eleanor Sade, Trustees of the Paul and Eleanor Sade 1985 Trust ("Seller"), and Park Acquisition Corporation of Marin Valley Mobile Country Club, a California non-profit mutual benefit corporation ("Buyer"). Unless otherwise defined, capitalized terms used herein shall have the meanings attributed to them in the Agreement.

2. The purpose of this letter is to set forth the parties' agreement with respect to certain personal property located on the Property. The transfer and conveyance of the Property by Seller to Buyer under the Agreement shall include (i) the mobilehome owned by Seller and located on the portion of the Property commonly known as 99 Panorama Drive, Novato, California (Make: Medicine 1980); (ii) the mobilehome owned by Seller and located on the portion of the Property commonly known as 2 Scenic Drive, Novato, California (Make: Model No. 75 Sante Fe Springs); (such mobilehomes are hereinafter referred to collectively as the "Mobilehomes"); (iii) the other items of personal property owned by Seller, located on the Property and used in connection with the operation of the Property; and (iv) any other mobilehomes owned by Seller and located on the Property, any options to purchase mobilehomes located on the Property held by Seller and any liens held by Seller and encumbering any mobilehomes located on the Property ("Personal Property").

3. At or prior to close escrow, Seller shall deposit into escrow with Title Company a bill of sale for the Mobilehomes and the other Personal Property in the form of Exhibit A attached

hereto, duly executed by Seller ("Bill of Sale"). Upon close of escrow, Title Company shall deliver the Bill of Sale to Buyer.

4. Seller hereby represents and warrants to Buyer that Seller owns the Mobilehomes and other Personal Property free and clear of all liens and encumbrances.

5. This letter agreement and the parties' rights and obligations hereunder shall be expressly conditioned upon the closing of the exchange transaction contemplated by the Agreement; if such exchange transaction shall not be consummated for any reason, this letter agreement shall terminate and be of no force and effect.

Please sign below to indicate your acceptance of and agreement with the terms set forth herein.

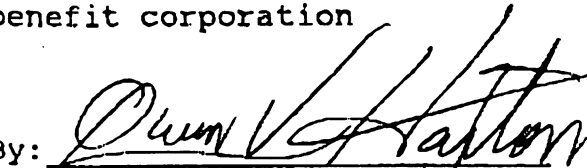

Paul Sade, Trustee


Eleanor Sade, Trustee

The undersigned accepts and agrees to the terms set forth in the foregoing letter.

Date: July 20, 1996

PARK ACQUISITION CORPORATION
OF MARIN VALLEY MOBIL COUNTRY CLUB,
a California non-profit mutual
benefit corporation

By: 
Owen Haxton, President

By: 
Burton Vreeland, Secretary

hereto, duly executed by Seller ("Bill of Sale"). Upon close of escrow, Title Company shall deliver the Bill of Sale to Buyer.

4. Seller hereby represents and warrants to Buyer that Seller owns the Mobilehomes and other Personal Property free and clear of all liens and encumbrances.

5. This letter agreement and the parties' rights and obligations hereunder shall be expressly conditioned upon the closing of the exchange transaction contemplated by the Agreement; if such exchange transaction shall not be consummated for any reason, this letter agreement shall terminate and be of no force and effect.

Please sign below to indicate your acceptance of and agreement with the terms set forth herein.

Paul Sade, Trustee

Eleanor Sade, Trustee

The undersigned accepts and agrees to the terms set forth in the foregoing letter.

Date: July 20, 1996

PARK ACQUISITION CORPORATION
OF MARIN VALLEY MOBIL COUNTRY CLUB,
a California non-profit mutual
benefit corporation

By: Owen V. Haxton

Owen Haxton, President

By: Burton L. Vreeland

Burton Vreeland, Secretary

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY ("Agreement") is made and entered into as of July 20, 1996 ("Effective Date"), by and between PAUL SADE and ELEANOR SADE, TRUSTEES OF THE PAUL AND ELEANOR SADE 1985 TRUST ("Seller"), and PARK ACQUISITION CORPORATION OF MARIN VALLEY MOBILE COUNTRY CLUB, a California non-profit mutual benefit corporation ("Buyer").

R E C I T A L S:

A. Seller is the owner of that certain improved real property situated in the City of Novato, County of Marin and State of California, commonly known as Marin Valley Mobile Country Club, 100 Marin Valley Drive, Novato, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Entire Property").

B. Seller desires to transfer the portion of the Entire Property described herein to Buyer in a simultaneous tax-deferred exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"), and Buyer desires to acquire the portion of the Entire Property described herein and is willing to cooperate in a structuring of the disposition of the Property as a simultaneous tax-deferred exchange. Such portion of the Entire Property, together with Seller's right, title and interest in the buildings and improvements located thereon and all easements, rights and privileges appurtenant thereto, including, without limitation, the 315 completed mobile home spaces located thereon, is hereinafter referred to as the "Property".

NOW, THEREFORE, the parties hereto agree as follows:

1. EXCHANGE TRANSACTION.

1.1 Intent of Parties. The parties intend that the transfer of the Property by Seller to Buyer shall be in exchange for such other real property or properties (individually or collectively, "Exchange Property") as Seller may designate to Buyer in accordance with the terms of this Agreement. Such exchange is intended to satisfy the requirements of Section 1031 of the Code and the Treasury regulations promulgated thereunder.

1.2 Exchange of Property. Subject to the terms and conditions set forth in this Agreement, Seller shall exchange the Property for the Exchange Property, and Buyer shall exchange the Exchange Property for the Property.

1.3 Exchange Value. The parties agree that, for the purpose of the exchange under this Agreement, the Property

shall be deemed to have an equity value of Fifteen Million Four Hundred Fifty Thousand Dollars (\$15,450,000) ("Property Value").

2. DESIGNATION AND TRANSFER OF EXCHANGE PROPERTY.

2.1 Designation of Exchange Property. Seller shall deliver to Buyer written notice designating the Exchange Property, including its location and owner, not later than ten (10) days prior to the date for close of escrow (as defined in Section 3.1). Buyer shall cooperate fully with Seller in effecting the exchange under this Agreement and shall execute all documents and instruments and take all actions (including the execution and delivery of purchase agreements for the Exchange Property; the execution and delivery of assignment and assumption agreements; and the execution and delivery of all other documents required under any purchase agreements for the Exchange Property) as are reasonably necessary to acquire the Exchange Property and transfer the Exchange Property to Seller in exchange for the Property in accordance with this Agreement; provided, however, that such cooperation shall not result in any cost, expense or liability to Buyer in addition to that allocated to Buyer under this Agreement.

2.2 Exchange Intermediary; Payment in Lieu of Exchange. If Seller shall fail to designate to Buyer the Exchange Property within the time period specified in Section 2.1, then, at Seller's election, Buyer shall either:

(a) enter into or consent to an exchange agreement with or between Seller and an independent third party to be selected by Seller ("Exchange Intermediary") under which the Exchange Intermediary shall acquire the Property from Seller and transfer the Property to Buyer at the close of escrow in exchange for a cash sum equal to the Property Value to be paid by Buyer to the Exchange Intermediary at close of escrow, which amount shall be applied by the Exchange Intermediary to the acquisition of the Exchange Property upon identification by Seller and the transfer thereof to Seller in exchange for the Property; or

(b) pay to Seller at close of escrow the amount of the Property Value.

2.3 Additional Consideration. If the equity purchase price and closing costs and proration amounts payable with respect to the acquisition and transfer of the Exchange Property shall exceed the amount of the Property Value, Seller shall be solely responsible for furnishing such excess amount to the seller(s) of the Exchange Property in such manner and at such time so as to facilitate the closing of Buyer's acquisition and subsequent transfer of the Exchange Property to Seller. If the equity purchase price and closing costs and proration amounts payable with respect to the acquisition and transfer of the Exchange Property shall be less than the amount of the Property

Value, Buyer shall pay to Seller the amount by which the Property Value exceeds the equity purchase price of the Exchange Property concurrently with the close of escrow.

3. ESCROW.

3.1 Establishment of Escrow.

(a) Upon execution of this Agreement, the parties shall open an escrow with Chicago Title Company, 388 Market Street, Suite 1300, San Francisco, California 94111, Attn: Elizabeth Bailey-Gates ("Title Company"). The close of escrow for Seller's conveyance of the Property to Buyer pursuant to this Agreement shall occur on the date that is twenty-one (21) days following the expiration of the Review Period ("Closing Date").

(b) At Buyer's written request, and upon Seller's consent, which consent Seller shall have the right to withhold in its sole discretion, the parties may advance the Closing Date to a business day prior to the date provided for in subparagraph (a) above.

3.2 Deposits into Escrow.

(a) At or prior to close of escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

(i) A grant deed, duly executed by Seller in recordable form, conveying fee title to the Property to Buyer ("Grant Deed");

(ii) Two (2) counterpart originals of an Assignment of Rental Agreements, duly executed by Seller, assigning Seller's rights and obligations under the Rental Agreements (as hereinafter defined) to Buyer ("Assignment");

(iii) A certificate stating that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code, in form and substance reasonably acceptable to Buyer, duly executed by Seller, and a Real Estate Withholding Exemption Certificate (California Form 590-RE), in form and substance reasonably acceptable to Buyer, duly executed by Seller (collectively, "Affidavits");

(iv) The amount, if any, by which the equity purchase price of the Exchange Property, and the closing costs and proration amounts payable by the buyer under the purchase agreement for the Exchange Property, exceed the amount of the Property Value;

(v) Seller's share of the fees and charges described in Section 3.4;

(vi) The amount, if any, payable to Buyer pursuant to Section 3.5; and

(vii) Escrow instructions to the Title Company consistent with and sufficient to implement the terms of this Agreement.

(b) At or prior to the close of escrow, or at such other time as shall be specified below, Buyer shall deposit or cause to be deposited with the Title Company the following:

(i) The Property Value;

(ii) Unless Seller shall make one of the elections described in Section 2.2, a grant deed or deeds, duly executed by the seller of the Exchange Property, in recordable form, conveying fee title to the Exchange Property to Seller ("Exchange Property Grant Deed");

(iii) Separate certificates duly executed by each of Buyer and the seller of the Exchange Property stating that the party executing each such certificate is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code, in form and substance reasonably acceptable to seller, and separate Real Estate Withholding Exemption Certificates (California Form 590-RE), in form and substance reasonably acceptable to Seller, duly executed by each of Buyer and the seller of the Exchange Property (collectively, "Exchange Property Affidavits");

(iv) Two (2) counterparts of the Assignment, duly executed by Buyer;

(v) Such other documents and instruments as Seller shall reasonably require in order to effect and facilitate Buyer's acquisition and transfer of the Exchange Property to Seller;

(vi) Buyer's share of the fees and charges described in Section 3.4;

(vii) The amount, if any, payable to Seller pursuant to Section 3.5; and

(viii) Escrow instructions to Title Company consistent with and sufficient to implement the terms of this Agreement.

3.3 Closing. After all of the requirements of Sections 3.1 and 3.2 have been satisfied and when Title Company's agent, California Land Title Company of Marin, 700 Irwin Street, San Rafael, California 94901, is prepared to cause the Title Insurer (as hereinafter defined) to issue its policy of title

insurance in accordance with the provisions of Section 4.3(a), Title Company shall:

(i) Record the Grant Deed and instruct the Marin County Recorder to deliver the Grant Deed after recording to Buyer;

(ii) Deliver to Buyer one fully executed counterpart of the Assignment and the Affidavits;

(iii) Unless Seller shall make one of the elections described in Section 2.2, record the Exchange Property Grant Deed and instruct the County Recorder of the county and state in which the Exchange Property is located to deliver the Exchange Property Grant Deed after recording to Seller;

(iv) Unless Seller shall make one of the elections described in Section 2.2, deliver the Property Value (to the extent not in excess of the equity purchase price of the Exchange Property) and the additional amount, if any, described in Section 3.2(a)(iv) to the seller of the Exchange Property and any other appropriate payee thereof;

(v) If Seller shall make the election described in Section 2.2(a), deliver the Property Value to the Exchange Intermediary, and if Seller shall make the election described in Section 2.2(b), deliver the Property Value to Seller;

(vi) Unless Seller shall make one of the elections described in Section 2.2, deliver to Seller (A) the Exchange Property Affidavits and one fully executed counterpart of the Assignment, (B) the amount, if any, by which the Property Value exceeds the equity purchase price of the Exchange Property, and (C) the other documents or instruments described in Section 3.2(b)(v);

(vii) Cause the Title Insurer to issue and deliver to Buyer the policy of title insurance described in Section 4.3(a), if and as required by Buyer; and

(viii) Cause the title insurer for the Exchange Property to issue and deliver to Seller the policy of title insurance described in Section 4.3(b), if and as required by Seller.

3.4 Costs. In connection with the transactions contemplated by this Agreement (i) as to the transfer of the Property to Buyer, Seller shall bear the Marin County documentary transfer taxes payable with respect to the Grant Deed, one-half of the escrow fees of Title Company and one-half of the recording fees for recordation of the Grant Deed, and Buyer shall bear one-half of the escrow fees of Title Company, one-half of the recording fees for recordation of the Grant Deed, and the

premium and indorsement charges for the policy of title insurance described in Section 4.3(a); all other closing costs and expenses shall be borne by the party incurring such cost or expense; and (ii) as to the transfer of the Exchange Property to Seller, as between Seller and Buyer, Seller shall bear the title insurance premiums and indorsement charges for the policy described in Section 4.3(b) and all other costs attributable to the buyer in such escrow, including recording fees, escrow charges, prorations and other costs; any other closing costs shall be borne by Seller and the seller of the Exchange Property in accordance with the purchase agreement for the Exchange Property.

3.5 Prorations, Credits. (a) In connection with the transfer of the Property to Buyer, general and special real property taxes and assessments, rentals and other amounts payable under the rental agreements affecting the Property ("Rental Agreements"); utility charges; state and local mobile home license fees, city rent control fees and other fees and charges for licenses, permits and governmental approvals required to operate the Property; and all other income and expense items related to the Property shall be prorated as of close of escrow. Without limiting the foregoing and except as hereinafter provided, Seller shall be entitled to receive and retain any rentals and other amounts payable under the Rental Agreements and attributable to the period of time prior to the Closing Date, regardless of whether such rentals or other amounts are delinquent as of the Closing Date and regardless of whether such rentals or other amounts are collected by Buyer subsequent to the Closing Date; provided, however, that Seller shall transfer to Buyer at close of escrow any rentals and other amounts payable under the Rental Agreements which were delinquent as of June 12, 1996 (the date of the letter of intent between Seller and Buyer) and which shall not have been paid to Seller prior to the Closing Date. The net amount due Seller from Buyer under this Section 3.5, if any, shall be delivered by Buyer to the Title Company at or before the close of escrow. The net amount due Buyer from Seller under this Section 3.5, if any, shall be delivered by Seller to the Title Company at or before the close of escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of close of escrow, such income and expense items shall be prorated as of close of escrow as soon thereafter as such amount is determined and Seller shall promptly make to Buyer, and/or Buyer shall promptly make to Seller, any payments required by such prorations. At close of escrow, Buyer shall be entitled to receive a credit in the amount of the security deposits held by Seller under the Rental Agreements. At close of escrow, Seller shall be entitled to receive a credit for any deposits made by Seller with utility companies, governmental authorities or other such parties with respect to the Property.

4. TITLE; TITLE INSURANCE.

4.1 Title. Seller shall convey fee simple title to the Property to Buyer, subject only to the following exceptions:

(i) The lien of general and special real property taxes and assessments, not delinquent;

(ii) The Rental Agreements;

(iii) The Reserved Easements (as hereinafter defined); and

(iv) The Permitted Exceptions.

4.2 Title Objections. Promptly following the Effective Date, Seller shall furnish Buyer with a preliminary title report for the Property prepared by the Title Company ("Title Report"), together with copies of the recorded title exceptions shown therein. Buyer, at Buyer's sole cost and expense, shall also have the right to obtain an ALTA survey on the Property. Buyer shall have until forty-five (45) days following the Effective Date to notify Seller in writing of any objections to the title exceptions shown in the Title Report or reflected on the ALTA survey. The failure of Buyer to object to any exceptions to title shown in the Title Report or reflected on the ALTA survey prior to the expiration of such 45-day period shall be deemed to be an approval by Buyer of the condition of title to the Property. If Buyer shall give to Seller written notice that any exceptions to title shown in the Title Report or reflected on the ALTA survey are objectionable to Buyer, Seller shall use diligent efforts to remove or otherwise satisfy Buyer with respect to such objectionable items on or before sixty (60) days following the Effective Date. If despite Seller's exercise of diligent efforts, Seller shall be unable to remove any or all of such objectionable title exceptions on or prior to the expiration of such 60-day period, Buyer shall, by written notice to Seller given within five (5) days following the expiration of such 60-day period, either waive its prior disapproval of such objectionable title exceptions and proceed under this Agreement without any reduction in the Property Value, or terminate this Agreement without liability to either party, in which case the Title Company shall return the Deposit to Buyer. The title exceptions approved by Buyer pursuant to this section are hereinafter referred to as the "Permitted Exceptions."

4.3 Title Insurance.

(a) At close of escrow, the Title Company shall cause Chicago Title Insurance Company ("Title Insurer") to issue to Buyer an ALTA Owner's Policy of Title Insurance with total liability in the amount of the Property Value, subject only

to the standard printed exceptions to such title policy and the Permitted Exceptions.

(b) If Seller shall so request, at close of escrow, the Title Company shall cause the title insurer for the Exchange Property to issue to Seller an ALTA or CLTA Owner's Policy of Title Insurance with total liability in the amount of the fair market value of the Exchange Property, subject only to the standard printed exceptions to such title policy, general and special real property taxes and assessments not delinquent, and such other exceptions as Seller shall approve in accordance with the purchase agreement for the Exchange Property.

5. CONDITIONS PRECEDENT.

5.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are expressly conditioned upon the satisfaction of the following conditions precedent:

(a) The Title Company shall be prepared to cause the Title Insurer to issue to Buyer at close of escrow the title insurance policy described in Section 4.3(a) upon payment of its regularly scheduled premium therefor;

(b) On or before seventy-five (75) days following the Effective Date (such period of time being referred to herein as the "Review Period"), Buyer shall have (i) reviewed and approved a physical examination of the Property, including a Phase I environmental assessment which shall show no existence of any hazardous substance, an engineering assessment for structures and infrastructure, termite inspection report and building inspection reports; (ii) inspected and approved the books and records relating the operation of the Property, plans and specifications for the Property, including "as built" plans, a current rent roll and list of security deposits held and copies of all Rental Agreements, all leases of personal property, all service and utility contracts and an inventory of the personal property to be conveyed to Seller by Buyer pursuant to a letter agreement of even date herewith; and (iii) inspected and approved the conditional use permit for the Property, if any, and all agreements relating to the Property. Unless Buyer shall approve the Property under this subparagraph (b) on or before the expiration of the Review Period, Buyer shall be deemed to have disapproved the Property under this subparagraph (b);

(c) At or before the expiration of the Review Period, Buyer shall have prepared a preliminary offering prospectus and/or other financing documentation as may be required to finance Buyer's purchase of the Property and fund any required deferred maintenance and/or capital improvements ("Buyer's Financing"). Unless Buyer shall give to Seller written notice that the foregoing condition has been satisfied on or

before expiration of the Review Period, the foregoing condition precedent shall be deemed not to have been satisfied;

(d) At or before expiration of the Review Period, not less than two-thirds (2/3) of the residents of the Property shall have approved Buyer's acquisition of the Property;

(e) Seller's representations and warranties contained in Section 6.3 below shall be true and correct in all material respects as of the Closing Date;

(f) Seller shall have performed in all material respects each and every covenant contained in this Agreement to be performed by Seller at or prior to close of escrow;

(g) On or before sixty (60) days following the Effective Date, Buyer shall have reviewed and approved the map for the Property Division; and

(h) On or before sixty (60) days following the Effective Date, Seller and Buyer shall have agreed upon the specific terms of the Reserved Easements and the Roadway Easement (as hereinafter defined).

5.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are expressly conditioned upon the satisfaction on the following conditions precedent

(a) At or before the expiration of the Property Division Period (as hereinafter defined), Seller shall have caused the Property Division to be completed in a manner acceptable to Seller in its sole discretion, including, without limitation, as to any requirements imposed by governmental authorities as a condition to approval of the Property Division;

(b) Buyer shall have performed in all material respects each and every covenant contained in this Agreement to be performed by Buyer at or prior to close of escrow; and

(c) On or before sixty (60) days following the Effective Date, Seller and Buyer shall have agreed upon the specific terms of the Reserved Easements and the Roadway Easement.

5.3 Satisfaction of Conditions. The conditions precedent set forth in Section 5.1 are solely for the benefit of Buyer, and Buyer may waive any of such conditions precedent. The conditions precedent set forth in Section 5.2 are solely for the benefit of Seller, and Seller may waive any of such conditions precedent. Subject to the foregoing, in the event that any of the conditions precedent set forth in this Section 5 shall not be

satisfied or waived at or prior to the respective time periods for satisfaction specified therefor, then the party whose obligations are subject to such condition precedent shall have the right to terminate this Agreement, and the Deposit, and all accrued interest thereon, shall be returned to Buyer, subject to any rights and remedies that may be available to such party for any breach of this Agreement.

6. CONDITION OF PROPERTY.

6.1 Inspection of Property. As of the Effective Date, Seller shall afford Buyer and its authorized representatives of Buyer access to the Property at reasonable times for the purpose of inspecting and conducting studies of the Property. Any such entries upon the Property by Buyer or its representatives shall not interfere in any manner with Seller's business operations on the Property or the rights of the tenants of the Property. Notwithstanding the foregoing, Buyer or its representatives shall have no right to make soils borings, drill testing or monitoring wells or otherwise penetrate into or disturb the surface of the Property without Seller's express prior written consent, which consent should not be unreasonably withheld. If Seller shall consent to any of the foregoing, Buyer shall assure that such invasive activities shall not damage or affect in any manner any underground utility and other lines, systems and facilities located on the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property by Buyer or its authorized representatives prior to close of escrow; provided, however, that Buyer shall not be liable for correcting any deficiencies found in or about the Property as a result of Buyer's investigations of the Property. In addition, Buyer shall promptly repair any damage to the Property caused by any entries upon the Property, or any activities conducted thereon, by Buyer, its agents, contractors or employees prior to close of escrow, and shall return the Property as nearly as possible to the same condition that the Property was in prior to such entries or activities.

6.2 As-Is Condition. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.3 BELOW, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE PROPERTY; THE PHYSICAL CONDITION OF THE PROPERTY OR THE IMPROVEMENTS LOCATED THEREON; THE USES OF THE PROPERTY OR ANY RESTRICTIONS THEREON, INCLUDING, WITHOUT LIMITATION, ZONING, PLANNING, LAND USE, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE EXISTENCE OF ANY LITIGATION, ADMINISTRATIVE, ARBITRATION OR GOVERNMENTAL PROCEEDINGS AFFECTING THE PROPERTY; THE AVAILABILITY OF UTILITY SERVICES TO THE PROPERTY; THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATION OF THE PROPERTY; THE PRESENCE OR

ABSENCE OF TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY OR THE SOILS OR GROUNDWATERS THEREOF; THE RENTAL AGREEMENTS OR ANY OTHER POSSESSORY RIGHTS IN THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT, AT OR PRIOR TO EXPIRATION OF THE REVIEW PERIOD, BUYER WILL BE FULLY FAMILIAR WITH THE PROPERTY AND, BY REASON THEREOF, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.3 BELOW, BUYER WILL BE ACQUIRING THE PROPERTY IN AN "AS-IS" CONDITION, IN RELIANCE UPON BUYER'S OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT BUYER SHALL RELY SOLELY UPON THE POLICY OF TITLE INSURANCE TO BE ISSUED TO BUYER AS PROVIDED IN THIS AGREEMENT.

6.3 Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer:

(a) To the best of Seller's knowledge, Seller has not caused any hazardous waste which is regulated by any federal, state or local governmental authority to be discharged on, under or about the Property, other than such substances as are used in the ordinary course of the operation of a mobilehome park, and which have been used in customary and reasonable amounts and in compliance with applicable law.

(b) To Seller's knowledge, there are no existing contracts affecting the Property which would be binding upon Buyer subsequent to the Closing Date, except those contracts disclosed by Seller to Buyer during the Review Period.

(c) To Seller's knowledge, and except for the legal action described in Section 7.3 below or as otherwise disclosed by Seller to Buyer during the Review Period, as of the date of this Agreement there are no pending or threatened legal actions against Seller and affecting the Property or its residents.

(d) The income from the Property for prior tax years shown in the income and expense information delivered by Seller to Buyer pursuant to this Agreement has been reported on Seller's tax returns as the income from the Property for such tax years.

(e) The list of security deposits held by Seller under the Rental Agreements and delivered by Seller to Buyer pursuant to this Agreement will be compiled by Seller from records that Seller believes to be accurate.

7. PROPERTY DIVISION.

7.1 Seller's Efforts. Seller, at Seller's sole cost and expense, shall use reasonable efforts to cause the

Property to be segregated from the balance of the Entire Property by lot line adjustment, parcel map or other lawful parcel division ("Property Division") on or before sixty (60) days following the Effective Date ("Property Division Period"). Seller and Buyer acknowledge and agree that, through the Property Division, Seller shall attempt to cause the Property and the balance of the Entire Property to be configured as shown on Exhibit B attached hereto, with the Property to contain approximately 63 acres (provided that Seller may combine Parcel B and Parcel C as shown on Exhibit B through inclusion in the combined parcels of a portion of Parcel A as shown on Exhibit B which connects to Frontage Road and includes a portion of Marin Valley Road). The terms and conditions of the Property Division shall be acceptable to Seller in Seller's sole discretion, including, without limitation, as to any requirements imposed by governmental authorities as a condition to approval of the Property Division, and in no event shall Seller be obligated to cause the Property Division to be completed if any such terms and conditions shall not be acceptable to Seller in Seller's sole discretion.

7.2 Reserved Easements; Roadway Easement.

(a) Seller shall have the right to reserve from Seller's grant of the Property to Buyer pursuant to this Agreement or otherwise to create over the Property easements over and across the Property for pedestrian and vehicular ingress and egress; public utilities; drainage, storm and sanitary sewer; fire and emergency vehicle access; and such other purposes as applicable governmental authorities may require in connection with the Property Division ("Reserved Easements"). The Reserved Easements shall be appurtenant to the approximately 33 acre parcel of real property owned by Seller and adjoining the Property to the northeast and/or to the portion of the Entire Property not included in the Property. The Reserved Easements shall be located on, over, under and across the existing private roads on the Property and running from Frontage Road to such 33-acre parcel in the most direct route; provided, however, that if Buyer shall relocate such private roads from time to time, Buyer, at its sole cost and expense, shall have the right to relocate the Reserved Easements to on, over, under and across such private roads as relocated by Buyer.

(b) If Seller shall combine Parcel B and Parcel C as shown on Exhibit B into a single parcel in the manner described in Section 7.1 above, Seller shall include in Seller's grant of the Property to Buyer pursuant to this Agreement or shall otherwise create over such combined parcels an easement for the purposes described in subparagraph (a) above for the benefit of the ownership of Parcel A and running over the portion of Parcel A as shown on Exhibit B included in such combined parcels. Such easement shall provide that Buyer and its successors and assigns in the ownership of Parcel A shall be obligated to repair

and maintain the easement area, including the portion of Marin Valley Road included therein.

7.3 CYO Boundary Line. Seller hereby discloses to Buyer that, in connection with eminent domain proceedings brought by the Marin Municipal Water District ("Water District"), Marin County Superior Court Case No. 160343, Seller has agreed (i) to stipulate to the Water District's condemnation of a portion of the Entire Property along the southerly boundary line thereof for water tank purposes, and (ii) to enter into a Boundary Line Agreement and Deed ("Boundary Agreement") with the Catholic Youth Organization of the Archdiocese of San Francisco ("CYO"), the owner of the adjoining property located to the south of the Entire Property, pursuant to which Seller and the CYO have agreed to confirm the location of their common boundary line along the Pacheco Ridge. The completion of the Boundary Agreement requires the approval of certain governmental authorities, which approval may be sought as part of the Property Division. The completion of the Water District's condemnation is expected to occur independently of the Boundary Agreement and within sixty (60) days following the Effective Date. Buyer shall satisfy itself as to the matters described in this section during the Review Period. If Buyer shall approve the Property under Section 5.1(b) above, none of the matters described in this section, including governmental approval of the Boundary Agreement, to the extent not completed as of the close of escrow, shall constitute a condition to Buyer's obligations under this Agreement.

8. ADDITIONAL COVENANTS OF SELLER.

8.1 Documents, Information. Within two (2) business days following the Effective Date, Seller shall deliver or otherwise make available to Buyer, to the extent in Seller's possession or control, copies of the following documents and other information relating to the Property: soils reports, engineering reports, copies of the Rental Agreements, Seller's monthly print-out for the Property showing rents collected from and utilities billed to the tenants, Seller's ledger for the Property, any plans and specifications for improvements on the Property, any leases of personal property, all service and utility contracts affecting the Property, an inventory of the personal property, the conditional use permit for the Property, if any, and any written records of Seller's repairs to the Property. Seller shall update Buyer with any new such reports or information within five (5) days of receipt or generation of same until close of escrow.

8.2 Other Agreements. From and after the Effective Date and until this Agreement shall be terminated in accordance with its terms, Seller shall not sell, contract to sell or enter into a letter of intent to sell the Property to another party without the consent of Buyer.

8.3 Maintenance of Property. From and after the Effective Date and until close of escrow, Seller shall continue to operate and maintain the Property in the same manner in which Seller has heretofore operated and maintained the Property, as if Seller were retaining ownership of the Property.

8.4 Update on Representations. If prior to close of escrow, Seller shall obtain actual knowledge that any of Seller's representations and warranties set forth in Section 6.3 above shall have become untrue in any material respect, Seller shall promptly give to Buyer written notice thereof.

8.5 Property Division Changes. If subsequent to the expiration of the 60-day period described in Section 7.1 above, Seller shall desire to change any map by which Seller intends to effect the Parcel Division in any material respect, Seller shall obtain Buyer's prior consent to such change, which consent shall not be unreasonably withheld.

9. ADDITIONAL COVENANTS OF BUYER.

9.1 Use of Property. Buyer and its authorized representatives, in making entries onto the Property as allowed pursuant to Section 5.1, shall refrain from unreasonable interference with the use and enjoyment of the Property by Seller or the residents of the Property.

9.2 Residents. Buyer shall use best efforts to cause the residents of the Property to refrain from unreasonable interference with Seller's use and operation of the Property, including by making unreasonable or unwarranted complaints about Seller's operation of the Property to governmental authorities.

9.3 Marketing of Bonds. If Buyer shall not have terminated this Agreement under Section 5.3 above upon expiration of the Review Period, promptly thereafter Buyer shall cause Sutro & Company and/or any other underwriter engaged by Buyer in connection with Buyer's Financing ("Underwriter") to begin marketing the bonds necessary for the Buyer's Financing ("Bonds") and to enter into a bond purchase agreement or agreements with issuer of the Bonds ("Issuer"). Buyer shall cause the Underwriter to conclude the sale of the Bonds and enter into such bond purchase agreements within ten (10) days thereafter. Buyer shall provide Seller with a copy of the prospectus prepared by or for Buyer in connection with Buyer's Financing, and additional documents relating to Buyer's Financing, including bond purchase agreements, promptly following Buyer's receipt of any such documents.

10. [INTENTIONALLY OMITTED].

11. BROKERS.

11.1 Seller. Seller hereby represents and warrants to Buyer that Seller has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to this transaction other than Robert M. Miller of Colliers Parish International ("Seller's Broker"), and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. Upon consummation of the transactions contemplated by this Agreement, Seller shall pay to Seller's Broker a brokerage commission in the amount of two and three-tenths percent (2.3%) of the Property Value pursuant to the terms and conditions of a separate agreement between Seller and Seller's Broker. If the consummation of the transactions contemplated by this Agreement shall not occur for any reason, including without limitation, by reason of a default hereunder by Seller or Buyer, Seller shall not be obligated to pay any brokerage commission to Seller's Broker.

11.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not engaged or otherwise dealt with any finder or real estate broker or salesperson with respect to this transaction, other than David G. Kenyon ("Buyer's Broker"), and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees) with respect to such finder, broker or salesperson. Upon consummation of the transactions contemplated by this Agreement, Seller shall pay to Buyer's Broker a brokerage commission in the amount of one and three-tenths percent (1.3%) of the Property Value, being Buyer's Broker's share of the commission to be paid by Seller to Seller's Broker pursuant to agreement between Seller and Seller's Broker. If the consummation of the transactions contemplated by this Agreement shall not occur for any reason, including, without limitation, by reason of a default hereunder by Seller or Buyer, Seller shall not be obligated to pay any brokerage commission to Buyer's Broker.

11.3 Survival. The provisions of this Section 11 shall survive the close of escrow under this Agreement.

12. MISCELLANEOUS.

12.1 Exchange Indemnification. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action (including attorneys' fees and costs), which Buyer may incur or sustain and related to, in connection with or arising out of any Exchange Property or the consummation of the transfer of the Property to Buyer as a like-kind exchange as contemplated

hereunder, and any contract or agreement entered into by Buyer in connection therewith.

12.2 National Flood Insurance Program. The Property is or may be located in a "flood zone" as set forth on the U.S. Department of Housing and Urban Development "Special Flood Zone Area Maps." Applicable law may require that, as a condition of providing financing on properties located in "flood zones," the lender require that H.U.D. flood insurance be carried on the real property security

12.3 Alquist-Priolo Special Earthquake Studies Zone Act. The Property is or may be situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code; as such, the construction or development on the Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the city or county under the terms of that Act.

12.4 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

12.5 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be reasonably necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

12.6 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Buyer shall not have the right to assign any of its rights or obligations under this Agreement unless (i) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (ii) Buyer shall not then be in default of any of its obligations under this Agreement, (iii) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, and (iv) Buyer shall continue to be primarily liable under this Agreement. Notwithstanding the foregoing, if Buyer shall assign its rights and obligations under this Agreement to an entity that will acquire the Property for the benefit of the residents of the Property, such as a new park acquisition cooperative or corporation, the City of Novato or a sub-agency thereof, a joint powers authority, an organization deemed necessary to secure the tax exempt financing for this project, a non-profit corporation or similar organization, the condition contained in the foregoing clause (i) shall not apply.

12.7 Severability. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent.

12.8 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.9 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered, sent by nationally recognized private courier service or transmitted by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the parties and their representatives at the addresses set forth below. Any notice or other communication personally delivered or sent by private courier service shall be deemed to have been given when received, and if so deposited in the United States mail shall be deemed to have been given on the third business day after such deposit. Any party to whom any notices or other communications are to be sent pursuant to this Agreement may from time to time change his address for future communications hereunder by giving ten (10) days' notice of such change to the other party hereto in the manner prescribed herein.

If to Buyer:

Park Acquisition Corporation of
Marin Valley Mobile Country Club
172 Marin Valley Drive
Novato, California 94949

Attn: Mr. Owen Haxton, President

with copies to:

David G. Kenyon
950 Northgate Drive, Suite 302
San Rafael, California 94903-3436

Philip Hoon
Sutro & Company
201 California Street, Fourth Floor
San Francisco, California 94111

If to Seller:

Mr. Paul Sade
585 Point San Pedro Road
San Rafael, California 94901

12.10 Prior Agreements. This Agreement and the exhibit hereto contains the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements, communications or letters of intent between the parties pertaining to such subject matter.

12.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Agreement, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs of the proceeding.

12.12 Survival. All of the covenants, agreements, obligations, indemnities, representations and warranties of the parties contained in this Agreement shall survive the Closing and continue thereafter. Notwithstanding the foregoing, if Buyer shall desire to assert a claim against Seller for breach of any of the representations and warranties of Seller contained in this Agreement, unless Buyer shall assert such claim in a writing delivered to Seller not later than one year following the close of escrow hereunder, such claim shall be forever barred and of no force or effect.

12.13 Counterparts. This Agreement may be executed in counterparts, and each is hereby declared to be an original; all such counterparts, however, shall constitute but one and the same agreement.

12.14 Authority. Seller and Buyer each represent and warrant to the other party that the representing party has the legal power and authority to enter into this Agreement and consummate the transactions contemplated hereby.

12.15 Exhibits. Attached hereto are Exhibits A and B, each of which is hereby incorporated by reference into this Agreement.

SELLER:

Paul Sade, Trustee
PAUL SADE, TRUSTEE

Eleanor Sade, Trustee
ELEANOR SADE, TRUSTEE

BUYER:

PARK ACQUISITION CORPORATION OF MARIN
VALLEY MOBILE COUNTRY CLUB,
a California non-profit mutual
benefit corporation

By: *Owen Haxton*
Owen Haxton, President

By: *Burton L. Vreeland*
Burton Vreeland, Secretary

12.15 Exhibits. Attached hereto are Exhibits A and B, each of which is hereby incorporated by reference into this Agreement.

SELLER:

PAUL SADE, TRUSTEE

ELEANOR SADE, TRUSTEE

BUYER:

PARK ACQUISITION CORPORATION OF MARIN
VALLEY MOBILE COUNTRY CLUB,
a California non-profit mutual
benefit corporation

By:

Owen Haxton
Owen Haxton, President

By:

Burton L Vreeland
Burton Vreeland, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the County of Marin, State of California and more particularly described as follows:

BEGINNING at an Oak Tree, 30 inches in diameter, marked "T.M. 25.S.J.1." which said Tree is the Initial point in the United States Gov. Survey of the Rancho San Jose; running thence along the exterior boundary line of said Rancho San Jose, North $32^{\circ} 57'$ West 14.97 chains to a post marked "S.J.2," thence North $50^{\circ} 12'$ West 5.40 chains, thence leaving said exterior line of said Rancho, North $75^{\circ} 49'$ West 51.99 chains to a stake driven in the Easterly line of the San Rafael and Petaluma Road; thence along said road line, South $31^{\circ} 25'$ West 25.40 chains to the Southerly boundary line of said Rancho San Jose at what is known as the "Pacheco Puerto Sualia"; thence along the said Southerly boundary of said Rancho, South $59^{\circ} 45'$ East 5.13 chains to a stake marked "T.M.22.S.J.94," North $75^{\circ} 49'$ East 18.04 chains to a stake marked "T.M.23.S.J.95", South $67^{\circ} 26'$ East 41.80 chains to a stake marked "T.M.24.S.J.96", North $66^{\circ} 24'$ East 12.89 chains to the point of beginning.

BEING tract No. 16, marked and numbered on Map "B", in that certain Final Judgment in Partition had in Action, "Pacheco vs. Valencia, et al," certified copy of which Decree was recorded December 28, 1915 in Liber 175 of Deeds at page 68, Marin County Records.

EXCEPTING THEREFROM the following:

a) All that certain portion thereof lying Westerly of the general Eastern line of the parcel of land granted to the State of California, for Freeway purposes, by Deed recorded February 3, 1961 in Liber 1433 of Official Records, at page 353, Marin County Records, described therein as follows:

BEGINNING at the most Southeasterly corner of that certain 3.596 acre parcel of land described in the Deed to the State of California, recorded March 21, 1951 in Liber 686 of Official Records, at page 139, Marin County Records, thence along the general Easterly line of said parcel, last said line being also the general Easterly line of the existing State Freeway, Road IV-Mrn-1A; North $22^{\circ} 57' 31''$ West 377.38 feet, North $50^{\circ} 08' 48''$ East 185.60 feet, North $32^{\circ} 24' 06''$ East 409.98 feet, North $48^{\circ} 32' 48''$ East 197.79 feet, North $23^{\circ} 42' 55''$ East 364.16 feet, and North

32° 24' 06" East 211.43 feet to a line common to the properties now or formerly of Jack Kinsella, et al, and of Carlos J. Silva thence along said common property line, South 74° 22' 06" East 111.07 feet; thence South 34° 36' 13" West 6.56 feet, thence South 58° 03' 36" West 85.24 feet; thence South 23° 04' 18" West 249.64 feet, thence South 34° 10' 42" West 974.37 feet; thence South 27° 26' 12" East 435.30 feet to a line common to the properties now or formerly of Jack Kinsella, et al, and of the St. Vincent's Roman Catholic Orphan Asylum of San Francisco for Boys; thence along last said common property line South 77° 16' 54" West 85.50 feet to the point of beginning.

b) All that certain portion granted to the Northwestern Pacific Railroad Company, a California corporation, by Deed recorded February 8, 1915 in Liber 167 of Deeds, at page 124, Marin County Records, described as follows:

ALL that portion of Tract No. 16 of the Rancho San Jose in Marin County as shown on map entitled, "Map "B" accompanying report of Referees in Partition of the Estate of Maria L. Velasco, November 1895, Action No. 1468, Gumesindo Pacheco vs. Catalina C. Valencia, et al, and filed in the Office of the County Clerk of Marin County, California," which lies Easterly of a line drawn parallel to and distant 100 feet Westarly from the center line of the Northwestern Pacific Railroad as the same is now constructed.

c) All that certain portion granted to the City of Novato, by Deed recorded September 11, 1968 in Liber 2239 of Official Records at page 176, Marin County Records, described as follows:

BEGINNING at the Northeasterly corner of the lands of the State of California, as Deed to said lands is recorded in Liber 1433 of Official Records at page 353, Marin County Records, said corner being a point on the Northwesterly prolongation of the Southeasterly line of lands of the United States Government, as Deed to said lands is recorded in Liber 1140 of Official Records, at page 574, Marin County Records, running thence from said point of beginning along the general Easterly line of said lands of the State of California, South 34° 36' 13" West 6.56 feet and South 58° 03' 36" West 26.62 feet to the TRUE POINT OF BEGINNING of the parcel described herein, running thence from said true point of beginning, leaving said general Easterly line from a tangent that bears South 4° 14' 54" East on the arc of a curve to the left having a radius of 126 feet and through a central angle of 4° 30' 46" an arc length of 9.92 feet to a point of compound curvature, thence running tangent to the preceding curve on the arc of a curve to the left having a radius of 33.19 feet, through a central angle of 49° 21' 16" and an arc length of 28.59 feet to a point of reverse curvature, thence running tangent to the preceding curve on the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 171° 11' 14" and an arc length of 149.39 feet, thence North 66° 55' 42" West 53.97 feet, thence North 23° 04' 18"

East 75.29 feet, thence North $58^{\circ} 03' 36''$ East 58.63 feet to the True Point of Beginning.

The bearings used in the above description are based on the State of California Lambert grid system, zone III. Distances used are ground distances; for grid distances divide by 1.0000607.

EXHIBIT B

MAP OF PROPERTY DIVISION

The Tentative Parcel Map - Lands of Sade prepared by Oberkamper & Associates Civil Engineers Inc. and dated 5-96, a copy of which was delivered by Seller to Buyer prior to the date of this Agreement.

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Legal Description
(continued)

b) All that certain portion granted to the Northwestern Pacific Railroad company, a California Corporation, by Deed recorded February 8, 1915 in Book 167 of Deeds at Page 124, Marin County Records, described as follows:

All that portion of Tract No. 16 of the Rancho San Jose in Marin County, as shown on map entitled, "Map 'B' accompanying report of Referees in Partition of the Estate of Maria L. Valasco, November, 1895, Action No. 1468, Guemesindo Pacheco vs. Catalina C. Valencia, et al, and filed in the Office of the County Clerk of Marin County, California", which lies Easterly of a line drawn parallel to and distant 100 feet Westerly from the center line of the Northwestern Pacific Railroad as the same is now constructed.

c) All that certain portion granted to the City of Novato, by Deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records, described as follows:

Beginning at the Northeasterly corner of the lands of the State of California, as Deed to said lands is recorded in book 1433 of Official Records at Page 353, Marin County Records; said corner being a point on the Northwesterly prolongation of the southeasterly line of lands of the United States government, as Deed to said lands is recorded in Book 1140 of Official Records at Page 574, Marin County Records; running thence from said point of beginning along the general Easterly line of said lands of the State of California, South $34^{\circ} 36' 13''$ West 6.56 feet and South $58^{\circ} 03' 36''$ West 25.62 feet to the TRUE POINT OF BEGINNING of the parcel described herein; running thence from said true point of beginning, leaving said general Easterly line from a tangent that bears South $4^{\circ} 14' 54''$ East on the arc of a curve to the left having a radius of 126 feet and through a central angle of $4^{\circ} 30' 46''$ an arc length of 9.92 feet to a point of compound curvature; thence running tangent to the preceding curve on the arc of a curve to the left having a radius of 33.19 feet, through a central angle of $49^{\circ} 21' 16''$ and an arc length of 28.59 feet to a point of reverse curvature; thence running tangent to the preceding curve on the arc of a curve to the right, having a radius of 80.00 feet, through a central angle of $171^{\circ} 11' 14''$ and an arc length of 149.39 feet; thence North $66^{\circ} 55' 42''$ West 53.97 feet; thence North $23^{\circ} 04' 18''$ East 75.29 feet; thence North $58^{\circ} 03' 36''$ East 58.63 feet to the True Point of Beginning.

The bearings used in the above description are based on the State of California Lambert Grid System, Zone III. Distances used are ground distances; for grid distances divided by 1.0000607.

CONTINUED

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Legal Description
(continued)

PARCEL TWO:

Beginning at a corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita Y Las Gallinas; said point of beginning being also designated "S.J.1", as the same is shown upon that certain Plat entitled, "Plat of Rancho San Jose, July 1888", filed for record in Book A of Patents on Page 1, Marin County Records; said point being Northwest corner of Survey No. 3 in Township No. 2 N Range 6 West of Mount Diablo Base and Meridian; and running thence Easterly along the North line of said Survey No. 3, 160 feet more or less, to the Westerly right of way line of the Northwestern Pacific Railroad Company, a California Corporation, by Deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records; thence Northerly along said right of way line 1560 feet, more or less, to its intersection with the said Rancho San Jose boundary; said Rancho boundary line being that certain line between Point "S.J.4" and "S.J.3" of said Rancho Records; thence leaving said railroad right of way, South 56° 48' West along said Rancho San Jose boundary 600 feet, more or less to said Point "S.J.3"; thence South 5° 00' East along said San Jose Rancho boundary 1590.5 feet, more or less, to Point "S.J.2", as described in said Rancho; thence South 32° 45' East along said boundary line 990.00 feet, more or less, to the point of beginning.

PARCEL THREE:

All that portion of Rancho San Pedro Santa Margarita Y Las Gallinas, as confirmed to Timothy Murphy in a patent recorded May 6, 1878 in Book A of Patents at Page 392, Marin County Records, lying between the Northerly line of the said Rancho and the agreed line of the Boundary Line Agreement between Youth Activities of the Archdiocese of San Francisco and Paul Sade, et al, as Trustees of the Paul and Eleanor Sade 1985 Trust, recorded July 18, 1996 as Instrument No. 96 038730, Marin County Records.

Said parcel of land and its Southerly prolongation to be bounded on the West by the Easterly line of Parcel 1 (Tank Lot) as contained in the Order of Final Condemnation had in the action entitled, "Marin Municipal Water District, plaintiff, vs Youth Activities of the Archdiocese of San Francisco, et al, defendants, Marin Superior Court, Case No. 160343." Said Order of Final Condemnation was recorded July 18, 1996 as Instrument No. 96 038729, Marin County Records.

CONTINUED

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**Legal Description
(continued)****PARCEL FOUR:**

All that portion of Rancho San Pedro Santa Margarita Y Las Gallinas, as confirmed to Timothy Murphy in a patent recorded May 6, 1878 in Book A of Patents at Page 192, Marin County Records, lying between the Northerly line of the said Rancho and the agreed line of the Boundary Line Agreement between Youth Activities of the Archdiocese of San Francisco and Paul Sade, et al, as Trustees of the Paul and Eleanor Sade 1985 Trust, recorded July 18, 1986 as Instrument No. 96 038730, Marin County Records.

Said parcel of land to be bounded on the East by the Westerly line of the strip of land described in Parcels One and Two of the Deed to Northwestern Pacific Railroad Company, recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

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SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special County and City taxes for the fiscal year 1996-1997, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: May 29, 1951,
in Book 681 of Official Records at Page 274,
Marin County Records.
In Favor of: Pacific Gas and Electric Company, a
corporation
For: A line of towers
Affects: Parcel One

(Said Deed contains conditions regarding the construction of buildings within 40 feet of the center line of said strip)

Said easement includes the right to trim trees along the route thereof.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: September 16, 1988,
in Book 1217 of Official Records at Page 207
and relocated April 16, 1969, Marin County
Records.
In Favor of: Pacific Gas and Electric Company, a
corporation
For: Gas line, 30 feet in width
Affects: Parcel One

(Said deed contains conditions regarding the erection of building, etc., along said strip)

Said easement includes the right to trim trees along the route thereof.

CONTINUED

Order No. 211080

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EXCEPTIONS
(Continued)

6. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been severed from said land by the document
Recorded: February 3, 1961,
in Book 1433 of Official Records at Page
353, Marin County Records.
Affects: Westerly line of Parcel One
7. Waiver of any claim for damages to the herein described property by reason of the location, construction, landscaping or maintenance of a freeway contiguous thereto as contained in the deed
Recorded: February 3, 1961,
in Book 1433 of Official Records at Page 353,
Marin County Records.
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: July 1, 1969,
in Book 2309 of Official Records at Page
18, Marin County Records.
In Favor of: North Marin County Water District, a public
corporation
For: Ingress and Egress and Pipeline Purposes
Affects: Parcels One and Two
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: November 7, 1974,
in Book 2846 of Official Records at Page
559, Marin County Records.
In Favor of: Marin Municipal Water District, a public
corporation
For: Access Purposes
Affects: Parcel One
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: September 11, 1989,
as Instrument No. 89 52596, Marin County
Records.
In Favor of: North Marin Water District, a public
corporation
For: Water Lines and Sewer Lines
Affects: Parcel One

CONTINUED

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EXCEPTIONS
(Continued)

11. The fact that the southerly line of the herein described property is not the same line as the contiguous line disclosed by a Record of survey prepared by Transamerica Engineers & Associates February 1973; said survey was filed February 3, 1973 in Book 11 of Surveys, at Page 70, Marin County Records.
- Said survey shows said Southerly line as being an existing fence line which does not agree with the record description.
12. An easement to construct, install, maintain, alter and repair underground water pipelines, a temporary construction easement for ingress and egress and access purposes, as contained in a Final Order of Condemnation had on May 13, 1995 in an action had in the Superior Court of the State of California, County of Marin entitled, "Marin Municipal Water District, plaintiff, vs Paul Sade, as Trustee, et all, defendants", Case No. 160245; a certified copy of said judgement was recorded April 15, 1995 as Instrument No. 95 017671, Marin County Records and an Amended Final Order recorded April 19, 1995 as Instrument No. 95 019650, Marin County Records.
13. Information in possession of the Company indicates that a division of land, as defined in Government Code Section 66424, is contemplated in the current transaction or has been divided from a previously existing parcel of land, and involves the land described in this report. Such division of land or contemplated division of land, would appear to fall within the purview of the Subdivision Map Act (commencing with Government Code Section 66410), and as a prerequisite to the issuance of final title evidence at least one of the following requirements must be accomplished to this Company's satisfaction:
- (A) That a Final (Tract) Map has been recorded in compliance with the Subdivision Map Act and related ordinances;
 - (B) That a Parcel Map has been recorded in compliance with the Subdivision Map Act and related ordinances; or
 - (C) That a Certificate of Compliance as provided for in the Subdivision Map Act has been recorded; or that other satisfactory evidence indicating compliance of non-violation be furnished.
14. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

END OF SCHEDULE B

CONTINUED

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EXCEPTIONS
(Continued)**TAX NOTE:**

General and special County and City taxes for the fiscal year 1995-1996 have been paid in full in the amount of \$107,765.74.

Assessor's Parcel No. 155-010-10,41,42,46,48
Code Area 10-005; 10-009; 10-014; 10-026

NOTE NO. 1: With respect to the trust referred to herein, one of the following must be submitted to the company prior to closing:

1. A copy of the Trust and all Amendments thereto
2. A Certification of Trust signed by all the Trustees in the form and containing the information specified in Probate Code Section 18100.5.

NOTE NO. 2: There are no conveyances affecting said land, recorded within six (6) months of the date of this report.

NOTE NO. 3: The charge for a policy of title insurance, when issued through this title order, will be based on the basic (not short-term) title insurance rate.

NOTE NO. 4: If a 1970 ALTA Owner's or Lender's or 1975 ALTA Leasehold Owner's or Lender's policy form has been requested, the policy, when approved for issuance, will be endorsed to add the following to the Exclusions From Coverage contained therein:
Lien Policy Exclusion:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:

- (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Owner's Policy Exclusion:

Any claim, which arises out of the transaction vesting in the insured, the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:

- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

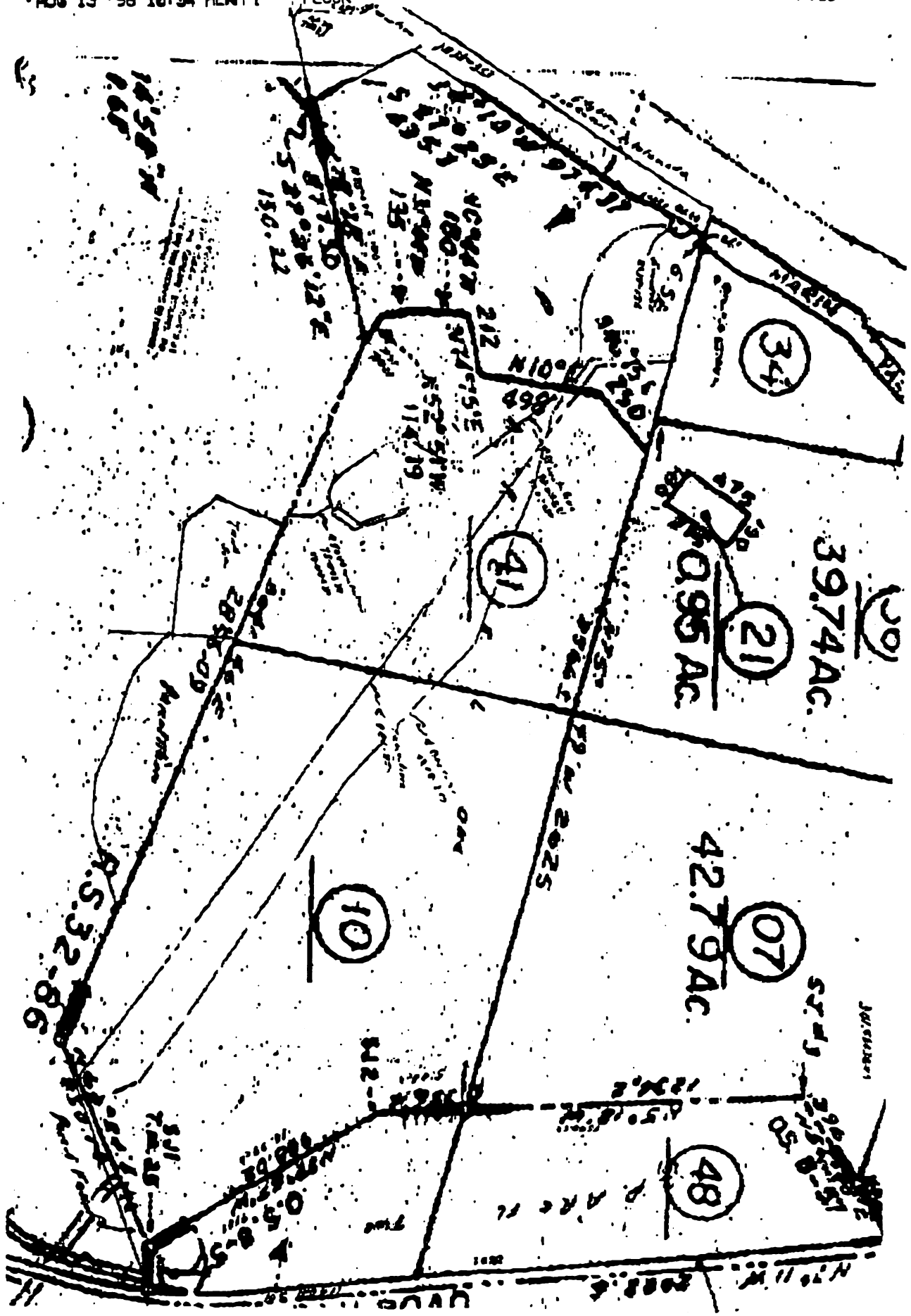
CONTINUED

Order No. 211080

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EXCEPTIONS
(Continued)

- (ii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



NOTICE TO BUYERS/SELLERS/BORROWERS

ALL MONIES/FUNDS WHICH YOU ARE REQUIRED TO DEPOSIT IN CONJUNCTION WITH AN ESCROW CLOSING MUST, BY CALIFORNIA LAW BE DEPOSITED/HELD PRIOR TO DISBURSEMENT AS FOLLOWS:

1. Cash and wired funds may be disbursed on the same day as those funds are deposited.
2. Cashier's, Certified and Teller's Checks must be received and deposited one (1) business day prior to the date of disbursement.
3. All other checks, individual, partnership, corporate and otherwise, must be deposited and held for a period of three (3) to seven (7) business days prior to the date of disbursement, depending on origin.

PLEASE DISCUSS THE FUNDING WITH YOUR ESCROW OFFICER TO DETERMINE THE TIME PERIOD GOVERNING YOUR TRANSACTION.

Wired Funds should be directed to:
IMPERIAL BANK
 1888 Harrison St.
 Oakland, CA 94612
 (510)448-1880

For the account of:
CALIFORNIA LAND TITLE COMPANY OF MARIN
 Federal Wire Routing # 122201444

BRANCH ACCOUNT NUMBERS:

San Rafael	18-027-831
Mill Valley	18-027-882
Greenbrae	18-027-888

STATUTORY FORM OF NOTICE REQUIRED PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE

"In accordance with Sections 18305 and 28131 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3% of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the lesser of 10 percent of the amount required to be withheld or five hundred (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis."

The seller may request a waiver by contacting:
 P. O. Box 861, Sacramento, CA 95812-0861

FRANCHISE TAX BOARD, Withhold at Source Unit
 (916) 399-4900

*California Insurance Code §12413.1 (Effective 1/1/90)

EXHIBIT A

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Paul Sade and Eleanor Sade, Trustees of the Paul and Eleanor Sade 1985 Trust ("Seller") hereby sell, assign, transfer and convey unto Park Acquisition Corporation of Marin Valley Mobile Country Club, a California non-profit mutual benefit corporation ("Buyer"), all of Seller's right, title and interest in the mobilehomes and other items of personal property described on Schedule A attached hereto ("Personal Property").

DISCLAIMER OF ANY WARRANTY OF VALUE, MERCHANTABILITY, FITNESS FOR INTENDED PURPOSE, NON-OBSOLESCENCE OR OTHER WARRANTY. The Personal Property is sold without any warranty of value, merchantability, fitness for a particular purpose, non-obsolescence or any other warranty, express or implied. Buyer hereby accepts the Personal Property in an "AS-IS" condition and "WITH ALL FAULTS." Notwithstanding the foregoing, Seller hereby represents and warrants to Buyer that Seller owns the Personal Property free and clear of all liens and encumbrances.

Buyer does hereby warrant, covenant and agree to pay all sales, use, or other tax or fee, if any, imposed on the transfer of the Personal Property and shall pay any other fee or cost (including registration fees) required to use or enjoy the Personal Property for the period of time as of or subsequent to the date of delivery of this Bill of Sale. Seller shall remain responsible for the payment of such other fee or cost (including registration fees) required to use or enjoy the Personal Property for the period of time prior to the date of delivery of this Bill of Sale.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of _____, 1996.

PAUL SADE, TRUSTEE

ELEANOR SADE, TRUSTEE

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") dated as of the 21st day of February, 1997, by and between Park Acquisition Corporation of Marin Valley Mobile Country Club, a California non-profit mutual benefit corporation ("PAC"), and Novato Financing Authority, a joint powers authority organized and existing under the laws of the State of California ("NFA").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement for Exchange of Real Property dated as of July 20, 1996, the personal property letter agreement of even date (defined below as the "Letter Agreement"), and the Reinstatement of Contract, dated January 23, 1997 and the Modifications of Agreement for the Exchange of Real Property dated ~~February~~ ^{MARCH} _____, 1997 ("Modification"), (sometimes collectively referred to as the "Exchange Agreement"), between Paul Sade and Eleanor Sade as Trustees of the Paul and Eleanor Sade 1985 Trust, collectively as seller (the "Seller"), and PAC, as buyer therein, Seller has agreed to transfer certain improved real property situated in the City of Novato, County of Marin and State of California, as more specifically described in the Exchange Agreement, (the "Property") to PAC in exchange for such real property or properties as Seller may determine in accordance with the Exchange Agreement, a copy of which is attached hereto as Exhibit A; and

SHS
01/97

WHEREAS, Seller and PAC also entered into a letter agreement dated July 20, 1996 (the "Letter Agreement") for the transfer of personal property used in the operation of the mobile home park ("Property" shall include the personal property mentioned herein); and

WHEREAS, immediately upon being conveyed the Property by Seller, the PAC desires to sell and convey all its right, title and interest in and to the Property Exchange Agreement to NFA pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, PAC and NFA do hereby agree as follows:

1. PAC hereby agrees to sell, assign and transfer unto NFA to have and to hold all of the right, title and interest of PAC in the Property. Said conveyance shall occur and become effective immediately after the close of escrow for the acquisition of the Property by PAC upon notice from NFA that NFA is willing to accept said conveyance and close escrow as to the conveyance contemplated in this Agreement immediately after escrow closes as to the conveyance contemplated in the Exchange Agreement. The conveyance contemplated by this Agreement shall be consummated, if at all, through an escrow. Said escrow shall be opened by PAC upon the execution of this Agreement by both parties. The Title Company identified in the Exchange Agreement shall be the escrow holder for this Agreement. If all conditions precedent to the efficacy of this Agreement are waived by NFA or satisfied, then escrow for this Agreement's conveyance shall close immediately after that of the Exchange Agreement. PAC shall convey the Property to NFA by grant deed and other instruments meeting the satisfaction of NFA. As a condition to the close of the escrow contemplated by this Agreement, NFA shall pay to PAC the

exchange value and all other costs, fees and prorations for which PAC is liable under the Exchange Agreement. NFA shall not be bound to acquire the Property under the Agreement unless NFA shall have waived or deemed satisfied all of the conditions set forth in Paragraph 4, below.

2. PAC hereby covenants, represents and warrants to NFA that (a) annexed hereto as Exhibit A is a true and complete copy of the Exchange Agreement; (b) as of the date hereof and on the date escrow closes under this Agreement ("COE"), PAC has and shall have full power and authority, and has taken and shall take all action necessary, to execute and deliver this Agreement and all instruments required to convey all of PAC's right, title and interest in and to the Property to NFA, and this Agreement constitutes the legal, valid and binding obligation of PAC, enforceable against PAC in accordance with its terms; (c) as of the date hereof and on COE, PAC's interest in, to and under the Exchange Agreement is free and clear of any lien, claim, charge, encumbrance, equity or security interest whatsoever; (d) as of the date hereof and on the COE, to the best of the knowledge of PAC, Seller has not and will have not asserted any defense, setoff or counterclaim with respect to the Exchange Agreement; (e) the Exchange Agreement is in full force and effect, and at COE shall be in full force and effect, and all conditions precedent to PAC's and Seller's performance under the Exchange Agreement shall have been waived or satisfied; and, (f) as of the date hereof and on the COE, no action, proceeding or arbitration exists or shall exist in respect of the Exchange Agreement or the Property.

3. PAC hereby agrees to indemnify, defend and hold NFA harmless from and against any and all losses, costs, claims, demands, obligations, injuries, penalties, damages, liabilities or expenses, including without limitation, reasonable attorneys' fees and disbursements, of whatever kind or nature (hereinafter collectively referred to as "Loss") which NFA may incur or suffer by reason of or in connection with (i) any default under or breach of the Exchange Agreement by PAC or (ii) any of the representations or warranties by PAC contained in this Agreement being false or misleading. PAC shall pay any obligation arising under the preceding sentence on demand by NFA. NFA recognizes that PAC is a corporation that has little or no assets and cognizant of this fact, releases its agents, attorneys, officers and directors from any and all liability hereunder, agreeing to look only to the corporation for the Loss described in this Section 3; provided, however, that said release shall extend to and apply only with respect to Loss not covered by officers' and directors' insurance which Assignor covenants it shall obtain, at its sole cost, prior to close of escrow under the Exchange Agreement, and, at its sole cost, shall maintain said insurance as long as Assignor is obligated under the Marin Valley Mobile Country Club Park Delegation Agreement between Assignor and Assignee, dated as of March 1, 1997. Said insurance shall be in a form and shall provide coverage of an amount acceptable to Assignee. If possible, said insurance shall name the Assignee as an additional insured. Evidence of the existence of said insurance shall be delivered to Assignee by Assignor on an annual basis after said close of escrow. This Section 3 shall survive the COE.

4. This Agreement and the rights and obligations it grants and imposes, respectively, shall not become effective and escrow as contemplated hereunder shall not close until the following conditions have been waived by NFA or satisfied, said conditions being expressly for the benefit of NFA only:

A. By no later than March 5, 1997 (the "inspection period"), NFA shall have the right to inspect all the records, permits, drawings, improvements, personal property, easements, reservation of easements, title, property boundaries, hazardous wastes, soils and any

other feature or condition of or pertaining to the Property and/or its conveyance to the PAC and/or NFA, whether said feature or condition is physical, operational, economic, environmental or otherwise. Without limiting the generality of the foregoing, NFA shall have all the inspection and review rights granted to PAC in the Agreement for Exchange of Real Property dated July 20, 1996, and shall be bound by the limitations imposed upon said inspection rights as set forth in §6.1 of said agreement, but no others. PAC shall arrange with the Seller to assure NFA access to the Property and its books and records such that NFA's inspection rights as granted herein can be fully and timely exercised.

- (1) By no later than the end of the inspection period, NFA must, in writing, describe its approval or disapproval of the results of all matters inspected pursuant to paragraph 4(A), above. Notwithstanding the above, if NFA fails to deliver said notice within the inspection period, it will be conclusively presumed that NFA does not approve the results of said inspections and that it will not acquire the Property from the PAC. Only if NFA, in writing delivered within the inspection period, states that it is satisfied with the results of all said inspections shall the condition specified in paragraph 4(A) be deemed met.
- B. By no later than March 7, 1997, written statements disclosing terms and conditions of PAC's and, ultimately NFA's, acquisition of the Property shall be prepared and delivered to each mobilehome owner and/or tenant who is renting space or a mobilehome at the Property. Said disclosure statements are subject to the approval of NFA or its staff.
- C. By no later than March 10, 1997, members of the City of Novato's staff shall have met with the owners and/or tenants of mobilehomes located on the Property to discuss the terms and conditions of the PAC acquisition of the Property.
- D. By no later than February 26, 1997, PAC and/or the mobilehome owners and/or tenants shall have paid to the NFA, the City of Novato and/or the City's Redevelopment Agency a total amount of \$25,000. Under other agreements into which PAC has entered, said amount shall be refundable to PAC only if the escrows contemplated in the Exchange Agreement and this Agreement close, but under no circumstances shall NFA, the City of Novato or the City's Redevelopment Agency be liable for said refund.
- E. On or before close of escrow for the purchase/exchange of the Property from Seller to PAC, bonds shall be issued in an amount and under terms and conditions entirely satisfactory to NFA, the City of Novato and its Redevelopment Agency, which satisfaction, if any, shall be stated in writing on or before COE. In the event no such writing is delivered to PAC on or before close of escrow, it shall be conclusively deemed that this condition is not satisfied and is not waived, that NFA has declined to acquire the Property and this Agreement shall be canceled.
- F. On COE, all representations, covenants and warranties made by the Seller and/or PAC in the Exchange Agreement, in this Agreement and/or in any other agreement to which

PAC is a party respecting the Property, shall be true and correct, and no facts shall have been withheld by Seller and/or PAC which, if disclosed, would make any such representations, covenants or warranties untrue.

- G. On or before February 26, 1997, PAC shall deliver to NFA written evidence, reasonably satisfactory to NFA, that at least two-thirds of the owners of the mobilehomes located on the Property consent to and approve the terms and conditions of the acquisition and financing (as approved by NFA) of the acquisition of the Property by PAC.
- H. On or before COE, Seller shall, in writing delivered to the NFA, state that the conditions precedent specified in Sections 5.1 and 5.2 of the Exchange Agreement have been entirely satisfied or waived and that the title company is prepared to close escrow in accordance with Section 3.3 of the Exchange Agreement and in accordance with this Agreement. On or before COE Seller shall, in writing delivered to the NFA, state that PAC owes no further duties, performance or obligations to Seller under the Exchange Agreement.
- I. On or before COE, all personal property and equipment which Seller has agreed to convey to PAC shall have been inspected by NFA and found to be complete and in a condition entirely acceptable to NFA.
- J. All documents transferring the right, title and interest of Seller and PAC in the Property, including the Grant Deed, shall be entirely acceptable to the NFA.
- K. The rental agreements which are to be assigned to NFA and the rent role memorializing them must be entirely acceptable to the NFA.
- L. Prior to close of escrow of the purchase/exchange of the Property from Seller to PAC, PAC shall deliver to NFA evidence, satisfactory to NFA, of the insurance coverage described in Section 3, above.

5. This Agreement and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, and shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between the parties, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

6. This Agreement may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

7. Upon NFA's request, PAC shall separately assign its causes of action against Seller under the Exchange Agreement to Assignee or initiate litigation in its own name or in behalf of NFA, at NFA's election. NFA shall timely initiate and in good faith with due diligence prosecute said litigation at NFA's sole cost and any recovery and/or judgment obtained by NFA as a result of said litigation shall be transferred, delivered and assigned to NFA. Any costs NFA incurs in collecting upon any such judgment

or recovery shall be reimbursed to NFA by PAC, within 45 days after PAC's receipt of a demand from NFA therefor.


8. By no later than April 1, 1997, each of the rental agreements of spaces or mobilehomes located at the Property will have been amended and executed or notices requiring such amendment to said leases shall have been properly delivered by PAC in a fashion such that each mobilehome owner or renter shall be required to adhere to certain low and/or moderate income and rent requirements specified by the City of Novato and/or its Redevelopment Agency, which are set forth in the Redevelopment Agency's Affordable Space Rent Determination Letter (2/19/97 version).

9. This Agreement, and its rights, warranties, covenants and obligations, shall survive COE.

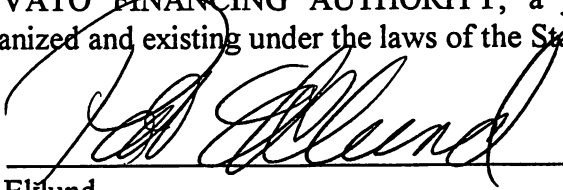
10. Each individual executing this Agreement, or its counterpart, on behalf of a corporation or other entity, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PARK ACQUISITION CORPORATION OF MARIN VALLEY
MOBILE COUNTY CLUB, a California non-profit mutual benefit
corporation,

By: 
Name: OWEN V. HAXTON
Title: Pres. F.C.C.O.

NOVATO FINANCING AUTHORITY, a joint powers authority
organized and existing under the laws of the State of California,

By: 
Pat Eklund
Chairperson

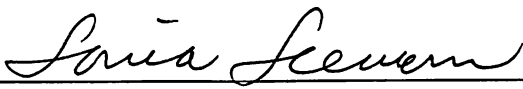
By: 
Sonia Seeman
Secretary

EXHIBIT "A"

COPY OF ENTIRE EXCHANGE AGREEMENT

[TO BE INSERTED]

CLT

97-012681

TAB 20

Recording Requested By And
When Recorded Mail To:

Novato Financing Authority
900 Sherman Avenue
Novato, California 94945
Attn: Sonia Seeman

The undersigned grantor declares:

Documentary transfer tax is \$ None

(x) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances
remaining at time of sale.

() Unincorporated area: () City of _____

Rev. & Tax. Code 11929 and 11922 PTN 155-010-41, 42, 47 & 80

CA 10-005, 009, 014, 026

211080 JB

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PAUL SADE and ELEANOR SADE, as Trustees of the Paul and Eleanor Sade 1985 Trust ("Grantors"), do hereby grant to NOVATO FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, ("Grantee"), all of Grantors' right, title and interest in and to the real property situated in the County of Marin, State of California, and more particularly described as follows:

Parcel 1:

A fee as to the following described real property:
See Exhibit A attached hereto and incorporated herein by this reference.

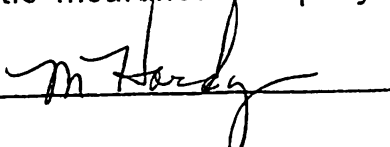
Parcel 2:

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under, and across the following described parcel of real property:

See Exhibit B attached hereto and incorporated herein by this reference.

CERTIFIED TO BE A TRUE COPY
Chicago Title Insurance Company

BY _____



Parcel 3:

A non-exclusive easement appurtenant to Parcel 1 above described for vehicle turn around purposes on, over and across the following described parcel of real property:

See Exhibit C attached hereto and incorporated herein by this reference.

Parcel 4:

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

See Exhibit D attached hereto and incorporated herein by this reference.

Grantors' grant of Parcel 1 above described to Grantee is subject to the non-exclusive easements for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under and across a portion of such Parcel 1, as granted by Grantors to The Trust for Public Land, a California nonprofit public benefit corporation, by Grant Deed recorded December 31, 1996, as Instrument No. 96069645, Marin County Records ("TPL Deed"), and described as Parcel 3 therein ("TPL Easements"):

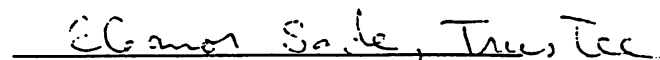
The easements granted by Grantors to Grantee as provided above and the TPL Easements are subject to the terms and provisions for such easements set forth in the TPL Deed.

Grantors' grant of the herein described real property to Grantee is also subject to the lien of non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

Date: March 12, 1997



PAUL SADE, as Trustee of the
Paul and Eleanor Sade 1985 Trust



ELEANOR SADE, as Trustee of the
Paul and Eleanor Sade 1985 Trust

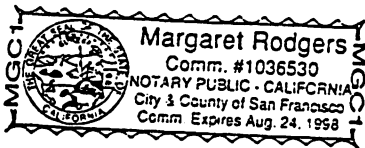
MAIL TAX STATEMENTS TO ADDRESS SET FORTH ABOVE.

(All signatures must be acknowledged)

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On March 12, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL SADE and ELEANOR SADE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Margaret Rodgers

MARGARET RODGERS, Notary Public

EXHIBIT A

LEGAL DESCRIPTION
PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet; thence South $56^{\circ}52'57''$ West, 27.67 feet; thence North $36^{\circ}18'57''$ West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North $31^{\circ}38'57''$ West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $12^{\circ}57'17''$ West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North $74^{\circ}45'51''$ West, 2061.07 feet; thence leaving said North line of 11 O.S. 70, South $28^{\circ}17'33''$ West, 307.47 feet; thence South $31^{\circ}34'45''$ East, 176.63 feet; thence South $11^{\circ}14'44''$ West, 299.74 feet; thence South $25^{\circ}35'52''$ West, 22.40 feet; thence South $35^{\circ}06'40''$ West 174.62 feet; thence North $21^{\circ}35'02''$ West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $45^{\circ}39'21''$, an arc distance of 79.68 feet; thence North $24^{\circ}04'19''$ East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $68^{\circ}23'02''$, an arc distance of 238.70 feet; thence North $44^{\circ}18'43''$ West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ}50'36''$, an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records:

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03" East, 439.01 feet to the TRUE POINT OF BEGINNING and containing 63.00 acres, more or less.

DPH:BFL

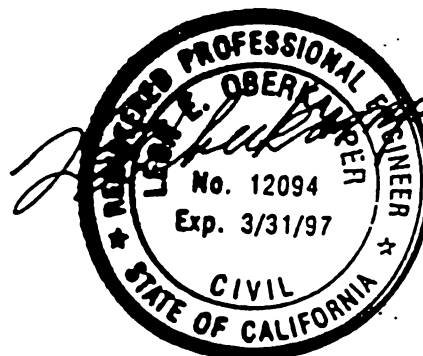


EXHIBIT B

LEGAL DESCRIPTION
PARCEL 2

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ}48'12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of $4^{\circ}30'46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of $49^{\circ}21'16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of $111^{\circ}56'04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ}08'44''$ East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of $32^{\circ}44'26''$, an arc distance of 100.00 feet; thence South $71^{\circ}06'50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ}06'50''$ East; thence northerly along said curve, through a central angle of $30^{\circ}41'42''$, an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North $23^{\circ}07'24''$ East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South $66^{\circ}52'36''$ East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of $59^{\circ}15'10''$, an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING and containing 0.27 acres, more or less.

DPH:BFL



EXHIBIT C

LEGAL DESCRIPTION
PARCEL 3

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian:

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North $56^{\circ}52'57''$ East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of $222^{\circ}19'36''$, an arc distance of 176.90 feet; thence South $14^{\circ}33'21''$ West, 52.70 feet; thence South $36^{\circ}18'57''$ East, 43.88 feet; thence North $56^{\circ}52'57''$ East, 27.67 feet to the TRUE POINT OF BEGINNING and containing 0.19 acres, more or less.

DPH:BFL

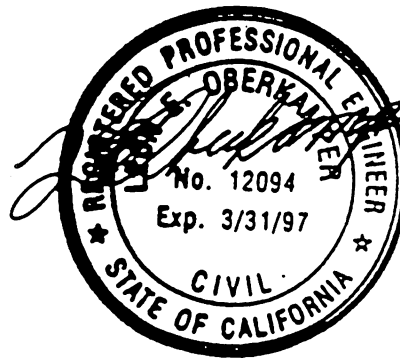


EXHIBIT D

LEGAL DESCRIPTION
PARCEL 4

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North 31°38'57" West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North 78°33'04" East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of 8 O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL



**SECRETARY'S CERTIFICATE OF THE OWNER'S ACCEPTANCE
OF A CONVEYANCE OF REAL PROPERTY AND
ITS CONSENT TO RECORDATION**

This is to certify that the interest in real property situated in Marin County, California, described in the attached Exhibits A, B, C and D to the Grant Deed (as described below), conveyed by Grant Deed dated March 12, 1997, from Paul Sade and Eleanor Sade to NOVATO FINANCING AUTHORITY, a joint powers authority, is hereby accepted by the undersigned officer on behalf of the Novato Financing Authority pursuant to Resolution No. 97-1 of the Novato Financing Authority, adopted February 21, 1997, and the grantee hereby consents to recordation thereof by its duly authorized officer.

Dated: March 12, 1997.




Secretary of the Novato Financing Authority

ACCEPTANCE OF A CONVEYANCE OF REAL PROPERTY
AND CONSENT TO RECORDATION

This is to certify that the interest in real property situated in Marin County, California, described in the attached Exhibits A, B, C and D to the Grant Deed (as described below) conveyed by Grant Deed dated March 13, 1997, from Paul Sade and Eleanor Sade to NOVATO FINANCING AUTHORITY, a joint powers authority, is hereby accepted by the undersigned officer on behalf of Novato Financing Authority and the grantee hereby consents to recordation thereof by its duly authorized officer.

Dated: March 12, 1997.

NOVATO FINANCING AUTHORITY

By 
Name RICHARD HILL
Title TREASURER

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California
County of Marin

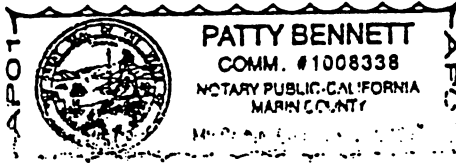
On this 12 day of MARCH, 1997, before me,
PATTY BENNETT
Name, Title of Officer

personally appeared SONIA SEEMAN, RICHARD HILL
Name(s) of Signer(s)

[] personally known to me -OR- [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patty Bennett
Signature of Notary Exp. 11/3/97



*** OPTIONAL SECTION ***
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the date below, doing so may prove invaluable to persons relying on the document.

- [] INDIVIDUAL
[] CORPORATE OFFICER(S)
[] PARTNER(S) [] LIMITED [] GENERAL
[] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

***** OPTIONAL SECTION *****

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT ACCEPTANCE
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CLT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

97-012682

KUTAK ROCK
Suite 1600
3300 North Central Avenue
Phoenix, AZ 85012-2516
Attention: Daniel T. Haug, Esq.

SPACE ABOVE LINE FOR RECORDER'S USE

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

NOVATO FINANCING AUTHORITY,
as Trustor

to

FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION, AS TRUSTEE
as Beneficiary

and

CONSOLIDATED TITLE SERVICES
as Trustee

\$15,485,000

Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)

Issued for the Benefit of

Novato Financing Authority (California)

Facilitated by the

California Local Government Finance Authority

and

\$1,565,000

Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)

Issued for the Benefit of

Novato Financing Authority (California)

Facilitated by the

California Local Government Finance Authority

**THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383.**

CERTIFIED TO BE A TRUE COPY

Chicago Title Insurance Company

BY M Hardy

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of March 1, 1997 from NOVATO FINANCING AUTHORITY, with the mailing address and principal place of business as set forth in Section 8.05 hereof, as Trustor (herein, "Trustor"), to FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION, as Trustee, with a mailing address as set forth in Section 8.05 hereof, as Beneficiary (herein, "Beneficiary"), and to CONSOLIDATED TITLE SERVICES with a mailing address as set forth in Section 8.05 hereof, as Trustee (herein, "Trustee").

PRELIMINARY STATEMENTS

A. The California Local Government Finance Authority ("CLGFA") has authorized the issuance of its \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) issued for the benefit of Novato Financing Authority (California) facilitated by the CLGFA (the "Series A Bonds") and its \$1,565,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) issued for the benefit of Novato Financing Authority (California) facilitated by the CLGFA (the "Series B Bonds") (collectively, the Series A Bonds and the Series B Bonds are referred to herein as the "Bonds") pursuant to that certain Trust Indenture, dated as of the date hereof (the "Indenture"), between the Issuer and Beneficiary, as trustee. The proceeds of the Bonds are to be loaned to Trustor pursuant to a Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between the Issuer and Trustor for the purpose of acquiring the Marin Valley Mobile Country Club Park, a 315-space manufactured home community located in the City of Novato, California (the "Project").

B. To evidence and secure the loan of the proceeds of the Bonds to Trustor, Trustor has executed and delivered to the Issuer two separate Promissory Notes, each dated as of the date hereof, in the original principal amounts of \$15,485,000 (the "Series A Note") and \$1,565,000 (the "Series B Note"), respectively. (The Series A Note and the Series B Note are referred to herein collectively as the "Notes.") Pursuant to the Indenture, the Issuer has assigned to Beneficiary, as security for the Bonds, substantially all of the Issuer's rights under the Notes, the Loan Agreement and the other Loan Documents (as defined below), and, accordingly, the Trustor has executed this Deed of Trust directly in favor of Beneficiary.

C. Financial Security Assurance Inc. ("Financial Security") will issue its Municipal Bond Insurance Policy (the "Policy") with respect to the Series A Bonds pursuant to the terms of an Insurance and Indemnity Agreement, dated as of the date hereof, between Financial Security, Park Acquisition Corporation of Marin Valley Mobile Country Club and Trustor ("the Insurance Agreement"), and Trustor will obtain a more favorable interest rate with respect to the Series A Bonds as a result of the Policy. To induce Financial Security to issue the Policy,

Trustor and Beneficiary have given Financial Security, as "Controlling Party" (as defined in Section 8.10 hereof), certain rights under this Deed of Trust and the Loan Documents relating to the issuance of the Bonds and the loan to Trustor.

D. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

AGREEMENT

For good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, and to secure the obligations of Trustor with respect to the Notes and the Loan Documents (as defined below) and the loans evidenced thereby, Trustor is executing this Deed of Trust.

GRANTING CLAUSES AND SECURED INDEBTEDNESS

Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit and security of Beneficiary, under and subject to the terms, priorities and conditions hereinafter set forth, all estate, property, right, title and interest of Trustor, whether now owned or hereafter acquired, in, to and under the following, all of which may be referred to herein collectively as the "Mortgaged Estate":

(a) The real property located in the City of Novato, County of Marin, State of California, described in Exhibit A attached hereto and by this reference incorporated herein, together with (i) all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in such real property or any portion thereof or interest therein; (ii) all easements, rights-of-way and rights used in connection with such real property or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, including without limitation all appurtenant common areas and rights therein; (iii) all oil, gas, and other mineral rights of any type or kind, water and water rights and shares of stock evidencing same, ditches and ditch rights, reservoirs and reservoir rights, and stock interests in irrigation or ditch companies; and (iv) any land lying within the right-of-way of any street, open or proposed, adjoining such real property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with such real property (collectively, the "Land");

(b) Any and all buildings and improvements now or hereafter present on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (collectively, the "Improvements" and, together with the Land, the "Real Property");

(c) Any and all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Real Property or used in connection therewith, including, but not limited to all building materials, goods, machinery, tools, equipment, furniture, furnishings, appliances, inventory, machinery and equipment for communications and for the transmission, storage, processing or retrieval of information, rugs, carpets and other floor coverings, window coverings, lamps, chandeliers and other lighting fixtures, and maintenance and other supplies, and including specifically, but without limiting the foregoing, all tangible personal property used or useful in, for or in connection with the operation of the Real Property as a multifamily apartment project, it being the intention of the Trustor that all such property be included hereunder and that this paragraph be broadly and liberally construed in favor of Beneficiary;

(d) All leases, licenses for use, subleases, and other use or occupancy agreements, whether now existing or hereafter entered into (including any extensions, modifications or amendments thereto) relating to the Real Property (the "Leases"), together with all rights, powers, privileges, options and other benefits of Trustor under or relating to the Leases;

(e) All escrow, operating, reserve and cash flow accounts, rebates, refunds, security or other deposits (including without limitation any refunds or deposits held by utility companies, government agencies or third-party contractors), advance rentals, tenant security deposits and other funds now or hereafter existing or established with respect to the ownership, leasing or operation of the Real Property or any of the personal property described herein, whether held in bank accounts of Trustor, by third parties or trustees, or otherwise, and including specifically, but without limiting the foregoing, all funds held at any time in any Deposit Only Account (as defined in the Insurance Agreement);

(f) All existing and future accounts, contract rights, general intangibles, warranties, reports, studies, plans, specifications, contracts, agreements, permits, licenses, authorizations and certificates relating to the Real Property or any of the personal property described herein, including without limitation all architectural contracts, construction contracts, management contracts, service contracts, maintenance contracts, equipment leases, franchise agreements, license agreements, building permits and operating licenses, whether now existing or entered into or obtained after the date hereof;

(g) All documents, instruments and agreements, and all rights thereunder, relating to, or in any way connected with, the operation, control or development of the Real Property, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association, homeowners association, or similar group;

(h) All existing and future names under or by which the Real Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks, trade names, service marks and goodwill in any way relating to the Real Property or any of the personal property described herein or any portion thereof;

(i) All options to purchase or lease the Real Property, any property used or useful in connection therewith, or any of the personal property described herein or any portion thereof or interest therein, sales agreements, escrow agreements, deposit receipts, and other documents and agreements for the sale, lease or other disposition of all or any part of the Real Property or any of the personal property described herein, and any deposits, proceeds and benefits arising from the sale, lease or other disposition of all or any part of the Real Property or any of the personal property described herein;

(j) All books, records, correspondence, ledgers, files and electronic media, and all data and information stored therein, relating to the Real Property or any of the personal property described herein, whether kept by or in the possession of Trustor, property managers, other agents of Trustor, or otherwise;

(all of the foregoing in paragraphs (c)-(j) being referred to herein, collectively, as the "Personal Property" and, together with the Real Property, the "Property");

(k) All rents, issues, profits, proceeds, products, offspring, revenues, royalties, income and other benefits and receipts derived from the Property or the operation thereof or any part thereof, including without limitation (i) all cash or security deposits, advance rentals and deposits or payments of similar nature (ii) all royalties, rents or other payments under any oil lease, gas lease or other mineral lease, rental contract, easement agreement, exploration agreement, or other contract of any type or kind relating to the exploration for and/or extraction of minerals from the Real Property; and (iii) all room rents, minimum rents, additional rents, percentage rents, license fees, use fees, charges of any type or kind for occupancy of all or any portion of the Property for any length of time, parking and maintenance charges and fees, tax, insurance, maintenance and operating contributions, proceeds of the sale of utilities and services, cancellation premiums, claims for damages arising from any breach of any lease, proceeds from any sale or other disposition of all or any portion of the Property, and all other benefits arising from the use, occupancy or enjoyment of, or the lease, sale or other disposition of, all or any portion of the Property (collectively the "Rents"), it being the intention of Trustor that this paragraph, and the term "Rents" as used in this Deed of Trust, shall be broadly and liberally construed in favor of Beneficiary to cover and include all such rents, issues, profits, revenues, royalties, income and other benefits and receipts, whether or not the same might more technically constitute or be described as accounts, license fees, receipts or revenues from the provision of services at the Property, receipts or revenues from the sale of any product, service, or thing at the

Property, or any other form of income or receipt, rather than merely rent for the use of real property as commonly understood;

(l) All policies or certificates of insurance, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts, agreements or rights, relating to all or any part of the Property or the Rents;

(m) All claims and causes of action, legal and equitable, in any form whether arising in contract or in tort, and awards, payments and proceeds due or to become due, including without limitation those arising on account of any loss of, damage to, taking (or purchase in lieu thereof) of, or diminution in value of, all or any part of the Property or the Rents; and

(n) All proceeds, products, offspring, revenues, issues, profits and rents of and from any and all of the foregoing real and personal property described herein, in any form whether cash or non-cash in nature and whether represented by checks, drafts, notes, or other instruments for the payment of money, invoices, accounts or otherwise, and including without limitation all proceeds received, due or to become due with respect to any sale, exchange or other disposition of any or all of the foregoing real and personal property described herein.

A security interest is granted by Trustor to Beneficiary in that portion of the Mortgaged Estate which is subject to the Uniform Commercial Code pursuant to and as set forth in Article VI hereof.

FOR THE PURPOSE OF SECURING:

(1) Payment of all indebtedness in the initial principal amount of the Notes as set forth above and performance of all obligations and covenants of Trustor under the Notes and the Loan Agreement, which by this reference are hereby made a part hereof, and any and all modifications, replacements, extensions and renewals thereof;

(2) Payment of all of the principal of and interest on any future advances under the Notes, the Loan Agreement, this Deed of Trust and any other instrument or other document given to evidence or further secure the payment and performance of any of the obligations thereunder or hereunder;

(3) Payment of all other indebtedness and performance of all other obligations and covenants of Trustor contained in any Loan Document (as defined below), together with any other instrument now or hereafter given to evidence or further secure the payment and performance of any obligation secured hereby or thereby;

(4) Payment of all indebtedness and performance of all obligations and covenants of Trustor under the Insurance Agreement; and

(5) Reimbursement by Trustor to Beneficiary and Financial Security of liabilities, claims, losses, costs, damages, attorneys fees and other expenses Beneficiary or Financial Security may sustain or incur by reason of the failure by Trustor to perform or comply with the covenants and conditions of the Loan Documents.

All indebtedness and obligations of Trustor to Beneficiary and Financial Security secured hereby may be hereinafter referred to as the "Indebtedness." The Notes, the Loan Agreement, this Deed of Trust, the Indenture and each agreement of the Trustor incorporated by reference therein, the Insurance Agreement, the other Mortgage Loan Documents (as defined in the Indenture) and all other documents given to evidence or further secure the payment and performance of any obligation secured hereby may hereinafter be collectively referred to as the "Loan Documents."

ARTICLE I

ASSIGNMENT OF LEASES AND RENTS

Section 1.01. *Assignment.* (a) Trustor hereby irrevocably, absolutely, presently and unconditionally assigns and transfers to Beneficiary during the continuance of this Deed of Trust all of Trustor's estate, right, title and interest in, to and under (i) the Leases, together with all rights, powers, privileges, options and other benefits of Trustor under the Leases, and (ii) the Rents, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, coupled with an interest, at the option of Beneficiary at any time and from time to time to take possession and control of the Mortgaged Estate, to administer the Leases and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Trustor or Beneficiary, for all such Rents and apply the same to the Indebtedness. The assignment of the Leases and the Rents in this Article I is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

(b) Notwithstanding the foregoing, however, so long as no Event of Default (as defined below) has occurred, and subject in all respects to the provisions of the Indenture and the other Loan Documents, Trustor shall have the right to possess and control the Property, administer all Leases and collect all Rents. All Rents collected shall immediately be held by Trustor as trustee for the benefit of Beneficiary only. Upon the occurrence of an Event of Default, or any other event which under the provisions of the Indenture or any other Loan Document gives Beneficiary or Controlling Party the right to directly collect or direct the collection of the Rents, such right of Trustor shall automatically cease, Beneficiary shall have the sole right, with or without taking possession of the Mortgaged Estate, to collect all Rents, and Trustor shall immediately turn over to or as directed by Beneficiary all Rents in the

possession of Trustor or any agent of Trustor and, notwithstanding any other provision hereof, all Rents that may thereafter come into the possession of Trustor or any agent of Trustor.

(c) Trustor represents and warrants that Trustor has good title to the Leases and Rents and the right to assign the same without the consent of any other person or entity, and that no other person or entity has any right, title or interest therein; that no default exists in the performance of Trustor's obligations under any of the Leases; that Trustor has not previously sold, assigned, transferred, mortgaged, pledged or otherwise encumbered the Leases or Rents for any period subsequent to the date hereof, and no payment on account thereof has been collected, anticipated, waived, released, discounted, set off, or otherwise discharged or compromised; and, to the best knowledge of Trustor, no lessee is in default of its obligations under any Lease for any period in excess of 30 days.

Section 1.02. *Collection Upon Default.* (a) Upon any Event of Default, Beneficiary may, with or without notice and with or without entering onto and taking possession of the Mortgaged Estate and with or without foreclosing on the Mortgaged Estate, as Beneficiary may decide, collect directly from the parties responsible for their payment all of the Rents then due or past due, and which may thereafter become due from the Mortgaged Estate and Beneficiary may take such action, legal or equitable, including seeking the appointment of a receiver for the Mortgaged Estate, as it deems necessary, to enforce payment of such Rents. Beneficiary may bring suit in its own name or in the name of Controlling Party or Trustor to collect such Rents including those past due and unpaid. Trustor agrees to cooperate fully with Beneficiary in the collection of such Rents including immediately turning over to or as directed by Beneficiary all of such Rents in the possession of Trustor, or any agent of Trustor, or that may come into the possession of Trustor or any agent of Trustor.

(b) Trustor further agrees that commencing upon the occurrence of such Event of Default, each tenant of the Mortgaged Estate shall make its rent payable to and pay such rent to or as directed by Beneficiary on Beneficiary's written demand therefor, delivered to such tenant personally, by mail, or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of an Event of Default by Trustor. Upon written request from Beneficiary, Trustor shall join Beneficiary in any such demand for payment to be provided to tenants of the Mortgaged Estate.

Section 1.03. *Possession Upon Default.* (a) Upon any Event of Default, Beneficiary may, with or without notice and with or without exercising the rights granted in the previous Section 1.02 or foreclosing on the Mortgaged Estate, as Beneficiary may decide, either in person, by agent or by a court-appointed receiver, regardless of the adequacy of the security, enter upon and take possession and control of the Mortgaged Estate, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Mortgaged Estate including, but not limited to, execute, cancel or modify the Leases, make repairs to the Mortgaged Estate, execute or terminate contracts providing for the management or maintenance of the Mortgaged Estate, all on such terms as are deemed best to protect the security of this assignment, and in Controlling Party's, Beneficiary's or Trustor's name, sue for or otherwise

collect the Rents as specified in this assignment as the same become due and payable, including, but not limited to, any Rents then due or past due and unpaid.

(b) In the event Controlling Party elects to seek the appointment of a receiver for the Mortgaged Estate, Trustor hereby expressly consents to the appointment of such receiver. Controlling Party or the receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Estate.

Section 1.04. *Application of Rents Upon Default.* (a) All Rents collected subsequent to the occurrence of any Event of Default shall be applied at the discretion of, and in such order as determined by, Beneficiary to the costs, if any, of taking possession and control of and managing the Mortgaged Estate and/or of collecting such amounts, including, but not limited to, attorneys' fees, court costs, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Estate, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Estate, the costs of discharging any obligation or liability of Trustor as lessor or landlord, and to the sums secured by this Deed of Trust. Beneficiary, Controlling Party or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Estate and shall be liable to account only for those Rents actually received. Neither Financial Security nor Beneficiary shall be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Mortgaged Estate by reason of anything done or left undone by Financial Security or Beneficiary hereunder.

(b) If the Rents are not sufficient to meet the costs, if any, of taking possession and control of and managing the Property and collecting the same, any funds expended by Controlling Party or Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary or Controlling Party to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the Late Payment Rate (as defined in the Insurance Agreement).

(c) The collection of the Rents, or the entering upon and taking possession of the Mortgaged Estate, or the application of the Rents, all as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default or invalidate any other right or remedy of Controlling Party or Beneficiary available under applicable law or provided herein.

Section 1.05. *Certain Agreements of Trustor.* (a) Trustor covenants and agrees to perform each and every obligation to be performed by Trustor under any of the Leases at Trustor's sole cost and expense, to enforce each and every obligation of the lessees under the Leases, to deliver to Beneficiary and Controlling Party such estoppel certificates or other statements as Beneficiary or Controlling Party may from time to time reasonably require with respect to any or all of the Leases; and to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Trustor and the lessees thereunder; provided, however, that nothing in this sentence shall be construed to limit the rights of the Controlling Party or the Beneficiary during

any period when an Event of Default exists. Trustor shall give prompt written notice to Beneficiary and Controlling Party of any notices of default received from a tenant or any other person and shall furnish Beneficiary and Controlling Party with a complete copy of said notice.

(b) If any of the Leases provide for a security deposit paid by the tenant thereunder to Trustor, this assignment shall transfer to the Beneficiary all of Trustor's right, title and interest in and to such security deposits; provided that, Trustor shall have the right to retain such security deposits so long as no Event of Default shall have occurred (subject in all respects to the provisions of the Indenture and the other Loan Documents); and provided further that Beneficiary shall have no obligation to any such tenant with respect to such security deposits unless and until Beneficiary comes into actual possession and accepts control of such security deposits by notice to such tenant.

(c) Trustor shall not, without the prior written consent of Beneficiary, lease or renew any existing Leases of any part of the Mortgaged Estate, other than in the normal course of Trustor's business on prevailing market terms and conditions (as may be restricted by any recorded regulatory agreement which is a Permitted Encumbrance); terminate or materially amend any Leases, other than in the normal course of Trustor's business; waive, discount, compromise, or in any manner release or discharge lessees thereunder of or from any material obligations, covenants, conditions or agreements by such lessees to be kept, or accept or consent to any surrender of the Leases, other than in the normal course of Trustor's business; receive or collect Rents more than one (1) month in advance; sell, assign, transfer, mortgage, pledge or otherwise encumber future Rents; consent to any modification of the express purposes for which the Mortgaged Estate has been leased; or consent to any subletting of the Mortgaged Estate or any part thereof, or to any assignment of the Leases by lessees thereunder or to any assignment or further subletting of any subleases, other than in the normal course of Trustor's business.

(d) Except with the prior written consent of Beneficiary, Trustor shall not request, consent to, agree to or accept a subordination of any Lease to any mortgage, deed of trust or other encumbrance (other than this Deed of Trust), or any other lease, now or hereafter affecting the Mortgaged Estate or any part thereof, or suffer or permit conversion of any Lease to a sublease. Trustor agrees to subject and subordinate, at Beneficiary's request at any time and from time to time, the Leases affecting the Mortgaged Estate or any part thereof to the lien of this Deed of Trust or any other mortgage or deed of trust on or to any ground lease of the Real Property or to request or require such subordination, where such reservation, option or authority was reserved under the Leases to Trustor, or in any case where Trustor otherwise would have the right, power or privilege so to do.

(e) Upon the request of Beneficiary, Trustor shall promptly provide to Beneficiary a true and correct copy of all Leases with respect to the Mortgaged Estate. All leases, licenses for use, or other use or occupancy agreements with respect to the Mortgaged Estate in effect from time to time shall be deemed included in this assignment as though in effect on the date hereof, and the respective terms "Lease" and "Leases" as used herein shall include all such

leases, licenses for use, or other use or occupancy agreements, and the term "tenant" as used herein shall include any lessee, licensee, user, occupant or other obligated party thereunder (including any guarantor thereof).

(f) The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of Trustor under the provisions of each and every Lease nor shall any of the obligations contained in the Leases be imposed upon Beneficiary.

(g) Nothing herein shall be construed to constitute Beneficiary as a "mortgagee in possession" or to impose any liability or obligation on Beneficiary under or with respect to the Leases. Trustor shall indemnify and hold Beneficiary harmless from and against any and all liabilities, losses, damages and expense that Beneficiary may incur under the Leases or by reason of this assignment, and from and against any and all claims and demands whatsoever that may be asserted against Beneficiary by reason of any alleged obligations to be performed or discharged by Beneficiary under the Leases or this assignment. Should Beneficiary incur any liability, loss or damage under the Leases or under or by reason of this assignment, Trustor shall immediately upon demand reimburse Beneficiary for the amount thereof together with all costs and expenses (including reasonable attorneys' fees) incurred by Beneficiary. All of the foregoing sums shall bear interest until paid at the rate provided by the Loan Documents. Any Rent collected by Beneficiary may be applied by Beneficiary in its discretion in satisfaction of any such liability, loss, damage, claim, demand, cost, expense or fee.

Section 1.06. *Cash Collateral.* To the fullest extent allowed by applicable law, Trustor hereby acknowledges and agrees that in the event that Trustor commences a case under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Rents are, and shall for all purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the property covered by the lien of this Deed of Trust, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Trustor assert, claim or contend that any portion of the Rents are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Bankruptcy Code and/or applicable state law; (iii) that the Rents are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Beneficiary as that term is defined in Section 363 of the Bankruptcy Code; and (iv) that Beneficiary has valid, effective, perfected, enforceable and "choate" rights in and to the Rents without any further action required on the part of Beneficiary to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Trustor under Section 546(b) of the Bankruptcy Code.

Section 1.07. *Independent Remedies.* It is the intention of Trustor and Beneficiary that the provisions of this Deed of Trust concerning the Leases and the Rents, both as contained in this Article and as may be located elsewhere in this Deed of Trust, shall grant unto Beneficiary rights and remedies which may be exercised independently of and prior to, concurrently with or following, any other exercise by Beneficiary of any other rights or remedies contained in this

Deed of Trust, including without limitation any right to foreclose judicially or nonjudicially upon the Mortgaged Estate or any portion thereof and/or to proceed under the Uniform Commercial Code against any or all of the Mortgaged Estate which constitutes personalty, and that all such provisions of this Deed of Trust shall survive and continue unaffected by any such foreclosure or other action hereunder, as if contained in an entirely separate document, until such time as the Indebtedness has been paid and performed in full by Trustor.

ARTICLE II

WARRANTY OF TITLE

Trustor warrants that: Trustor has a good and marketable title to a fee estate in the Real Property and to the Property, subject to no liens, encumbrances, easements, assessments, security interest, claims or defects except those set forth as exceptions to title in the loan policy of title insurance received by Beneficiary in connection herewith (the "Permitted Encumbrances"); Trustor has the right to grant a security interest in the Collateral (as defined in Paragraph 6.01 hereof); Trustor will maintain and preserve the lien of this Deed of Trust subject only to Permitted Encumbrances until the Indebtedness has been paid in full; Trustor has the lawful authority to grant the liens and security interest as provided in and by this Deed of Trust; and Trustor will forever warrant and defend its grant made herein against any and all claims and demands whatever.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Trustor hereby represents and warrants that:

Section 3.01. *Organization of Trustor.* (a) Trustor is a joint powers authority and nonprofit public benefit corporation organized and existing under the laws of the State of California;

(b) Trustor has the requisite power and authority to own and manage its properties, to conduct its business as now being conducted and to own and operate the Mortgaged Estate;

(c) Trustor is qualified to do business in every jurisdiction in which the nature of its business or its properties makes such qualification necessary; and

(d) To the best of its knowledge, Trustor is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it in operating the Mortgaged Estate.

Section 3.02. *Validity of Loan Documents.* (a) The execution, delivery and performance by Trustor of the Loan Documents and the borrowings evidenced by the Notes and Loan Agreement: (i) are within the power of Trustor; (ii) have been duly authorized by all

requisite corporate or partnership action, as appropriate; (iii) have received all necessary governmental approval and no registration is needed with any governmental agency; and (iv) will not violate any provision of law, any order of any court or agency of government, the charter documents of Trustor, or any indenture, agreement or any other instrument to which Trustor is a party or by which Trustor or any of its property is bound, or be in conflict with result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its respective property or assets, except as contemplated by the provisions of the Loan Documents; and

(b) Each of the Loan Documents executed by Trustor constitutes the legal, valid and binding obligation of Trustor, enforceable against Trustor in accordance with its terms.

Section 3.03. *Financial Statements.* (a) All financial data that has been given to Beneficiary and Financial Security with respect to Trustor: (i) is complete and correct in all material respects; (ii) accurately presents the financial condition of Trustor on each date as of which, and the results of Trustor's operations for the periods for which, the same have been furnished; and (iii) has been prepared in accordance with generally accepted accounting principles, to the extent applicable, consistently applied throughout the periods covered thereby;

(b) All balance sheets, if any, and the notes thereto furnished to Beneficiary and Financial Security with respect to Trustor disclose all liabilities of Trustor, fixed and contingent, as of their respective dates; and

(c) There has been no adverse change in the financial condition or operations of Trustor since the date of the most recent of each such financial statement given to Beneficiary and Financial Security other than changes in the ordinary course of business, none of which changes has been materially adverse individually or in the aggregate.

Section 3.04. *Improvements.* To the best of Trustor's knowledge, all existing Improvements: (i) are the subject of validly issued and outstanding certificates of occupancy and conform to the description thereof in the Loan Documents; (ii) are structurally sound and in good condition; and (iii) are permitted by and consistent with any and all zoning, ecological, environmental and use restrictions and all other governmental regulations applicable to the Mortgaged Estate. Trustor has obtained all other necessary operating permits and licenses currently required with respect its operation of the Mortgaged Estate.

Section 3.05. *Other Arrangements.* Trustor is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise; and Trustor is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions set forth in any agreement or instrument to which it is a party. Trustor is not a party to any construction contract, management agreement, or other service agreement or instrument affecting or relating to the Mortgaged Estate or any portion thereof, or the use or operation

thereof, except for contracts and agreements with respect to which Trustor has collaterally assigned to Beneficiary or Financial Security, pursuant to one or more of the Loan Documents, all of Trustor's right, title and interest therein.

Section 3.06. *Other Information.* All other reports, papers, data and information prepared by Trustor and given to Beneficiary and Financial Security with respect to Trustor and the Mortgaged Estate are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Beneficiary and Financial Security a true and accurate knowledge of the subject matter, and, to the best of Trustor's knowledge, all other reports, papers, data and information prepared by others and given to Beneficiary and Financial Security with respect to Trustor and the Mortgaged Estate are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Beneficiary and Financial Security a true and accurate knowledge of the subject matter.

Section 3.07. *Litigation.* There is not now pending against or affecting Trustor nor to its knowledge is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition of Trustor or the Mortgaged Estate or operation thereof, except as disclosed in writing to Beneficiary and Financial Security and acknowledged by Beneficiary and Financial Security

Section 3.08. *Taxes.* Trustor has filed all federal, state, and local income tax returns required to have been filed by it and has paid all taxes that have become due pursuant to such returns or pursuant to any assessments received by it, and Trustor knows of no basis for any additional assessment against it in respect of such taxes.

Section 3.09. *Rules, Regulations, Environmental Laws.* Trustor hereby represents and warrants that:

(a) to the best of its knowledge, after due inquiry, the location, construction, occupancy, operation and use of the Mortgaged Estate do not violate any applicable law (including, without limitation, applicable provisions of the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990 and corresponding rules and regulations), statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Mortgaged Estate, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Regulations");

(b) to the best of Trustor's knowledge, after due inquiry, neither the Mortgaged Estate nor Trustor is in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial

obligations under any Applicable Regulations pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended ("CERCLA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., as amended, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended, the Toxic Substance Control Act of 1976, 14 U.S.C. § 2601 et seq., as amended, the Clean Water Act, 33 U.S.C. § 466 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, and any other federal, state or local law similar to those set forth in this definition, and to the best of Trustor's knowledge, after due inquiry, this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Estate. If any such investigation or inquiry is subsequently initiated, Trustor will promptly notify Beneficiary and Financial Security;

(c) Trustor has not obtained and to the best of Trustor's knowledge, after due inquiry, is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Mortgaged Estate by reason of any Applicable Environmental Laws;

(d) to the best of the Trustor's knowledge, the Real Property has not (including, for the period prior to the Trustor's acquisition of the Mortgaged Estate) previously been used as a landfill or as a dump for garbage or refuse; the Real Property either does not lie within a flood plain or in an area that has been identified by the Secretary of HUD as an area having special flood hazards, or, to the extent a portion of the Real Property may fall within such flood plain, Trustor shall provide sufficient insurance coverage against such hazard pursuant to Section 4.03 hereof. Trustor has not manufactured, used, generated, stored, found, released or disposed of any Hazardous Substance (as herein defined) on, under or about the Real Property in violation of applicable federal, state or local law, statute, ordinance or regulation ("Law"). Trustor has no knowledge that any Hazardous Substances or solid wastes have been disposed of or otherwise released on or about the Mortgaged Estate;

(e) to the best of the Trustor's knowledge, the Mortgaged Estate does not contain asbestos, ureaformaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, whether or not the substance is prohibited, limited or regulated by any governmental authority; and

(f) the use which Trustor makes or intends to make of the Mortgaged Estate will not result in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any Hazardous Substance or solid waste on, under or to the Mortgaged Estate. For purposes of this Deed of Trust, the terms

"Hazardous Substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA, provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the state where the Property is located establish a meaning for "hazardous substance," "release," "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply; provided, further, that the term "Hazardous Substance" shall also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

ARTICLE IV

AFFIRMATIVE COVENANTS AND AGREEMENTS OF TRUSTOR

Trustor hereby covenants and agrees as follows:

Section 4.01. *Obligations of Trustor.* Trustor shall pay or shall cause to be paid when due the principal of, and the interest on, the Indebtedness. Trustor shall pay when due all charges, fees and all other sums as provided in the Loan Documents, and the principal of, and interest on, any future advances secured by this Deed of Trust. Trustor (a) shall timely perform, or cause to be timely performed, all the covenants, agreements, terms and conditions to be performed by the Trustor (i) under the Loan Agreement; (ii) under all other Loan Documents in accordance with the respective terms thereof; and (iii) under all other contracts and agreements to which Trustor is a party; (b) shall not cancel, surrender, modify or amend, or permit the cancellation, surrender, modification or amendment of, any of the Loan Documents or any of the covenants, agreements, terms or conditions contained in any of them without the prior written consent, in each case, of Controlling Party; and (c) shall indemnify Beneficiary and Financial Security against all actions, proceedings, costs (including, without limitation, Beneficiary's and Financial Security's attorneys' fees and disbursements), claims and damages incurred or sustained by it in respect of the nonpayment of any charges or the nonobservance or nonperformance of any of the said terms, covenants or conditions contained in any of the Loan Documents. Trustor shall provide competent, responsible and diligent management for the Mortgaged Estate, and shall devote such time and attention as is necessary and appropriate to such purpose. The terms and conditions of any management contract or agreement shall be subject to the prior written approval of Controlling Party. In the event of default hereunder or under any management contract then in effect which is not cured within any applicable grace or curative period, Controlling Party shall have the right to terminate, or to require Trustor to terminate, such management agreement in accordance with the provisions of the Indenture.

Section 4.02. *Maintenance, Repair, Alterations.* Trustor shall cause the Mortgaged Estate to be kept in first class condition and repair in accordance with all requirements of the Loan Agreement and the other Loan Documents, shall comply with the provisions of the Loan Documents, and shall not commit, suffer or permit any act to be done in or upon the Mortgaged

Estate in violation of the Loan Documents or any law, ordinance or regulation. Trustor shall comply with any requirements of Controlling Party based upon any inspections of the Mortgaged Estate required or permitted under any of the Loan Documents. Trustor shall not remove, demolish or substantially alter (except as may be required by laws, ordinances or regulations) any of the Improvements without the prior written consent of Controlling Party.

Section 4.03. *Required Insurance.* Trustor shall at all times cause to be provided, maintained and kept in force policies of insurance as follows:

(a) Policies of insurance providing the types and amounts of coverage required by Section 6.06 of the Loan Agreement;

(b) Title insurance through an ALTA title insurance policy insuring Trustor's fee simple title to the Real Property, subject only to Permitted Encumbrances, in an amount not less than the aggregate principal amount of the Bonds. All proceeds received under such title insurance policy shall be immediately deposited with Beneficiary and applied under the provisions of Article V hereof; and

(c) Such other insurance with respect to the Mortgaged Estate in such amounts as may from time to time be required by Controlling Party against other insurable hazards or casualties which at the time a prudent lender would require with respect to other property similarly situated, due regard being given to the height and type of buildings and improvements, their construction, location, use and occupancy.

In the event that Controlling Party is not Financial Security, Trustor shall annually deliver to Beneficiary a certificate from a qualified insurance consultant to the effect that the insurance carried with respect to the Mortgaged Estate is of the type and amount that would be carried under prudent insurance practices for similar property having similar functions and uses.

Section 4.04. *Indemnification; Subrogation; Waiver of Defenses.* (a) If Beneficiary or Financial Security are made party defendants to any litigation concerning this Deed of Trust or the Mortgaged Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall indemnify, defend and hold Beneficiary and Financial Security harmless against any loss, liability or expense relating to such litigation.

(b) Trustor waives any and all right to claim or recover against Beneficiary and Financial Security, their officers, employees, agents and representatives, for loss of or damage to Trustor, the Mortgaged Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder and all sums payable under the Loan Documents shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and

liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Estate or any part thereof by title, paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary or by any court in any such proceeding; (v) any claim Trustor has or might have against Beneficiary or Financial Security; (vi) any default or failure on the part of Beneficiary or Financial Security to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise (except as a result of successful litigation against Beneficiary or Financial Security) to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor or otherwise payable under the Loan Documents.

Section 4.05. *Taxes.* (a) Trustor agrees to pay or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Indebtedness, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions.

(c) If the Beneficiary does not make such payments upon requisition pursuant to the Indenture, Trustor covenants to furnish Beneficiary and Financial Security, within 30 days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to the Controlling Party, evidencing the payment thereof. If Trustor shall fail to comply with the preceding sentence then, in addition to all other rights and remedies available to Beneficiary hereunder, Controlling Party may require Trustor to furnish to Controlling Party and Beneficiary, at Trustor's expense, a tax reporting service covering the Mortgaged Estate of the type and duration and with a company satisfactory to Controlling Party.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

Section 4.06. *Utilities.* Trustor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Estate or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water, sewer or other utility services furnished to the Mortgaged Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

Section 4.07. *Books and Records.* Trustor shall cause to be maintained accounting records relating to the Mortgaged Estate as required by the Loan Documents. Trustor shall make such records available for inspection, and shall provide such financial reports and documents, as are required by the Loan Agreement and the other Loan Documents.

Section 4.08. *Compliance With Law.* Trustor shall cause the Mortgaged Estate to be operated in compliance with all applicable provisions of federal, state and local law.

Section 4.09. *Actions To Preserve Property.* If Trustor fails to make any payment or perform any act as and in the manner provided in any of the Loan Documents, Beneficiary, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Without limiting the generality of the foregoing, Beneficiary shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary, Financial Security or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in its judgment may affect or appears to affect the security of this Deed of Trust or may be or appears to be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all reasonable costs and expenses incurred by or on behalf of Beneficiary in connection with the exercise by or on behalf of Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisal, surveys and attorneys' fees, together with interest at the Late Payment Rate (as defined in the Insurance Agreement) until paid, and all such sums shall be secured by this Deed of Trust.

Section 4.10. *Survival of Warranties.* Trustor shall fully and faithfully satisfy and perform the obligations of Trustor contained in each agreement of Trustor incorporated by reference herein, and any modification or amendment hereof. All representations, warranties

and covenants of Trustor contained or incorporated by reference herein shall survive the delivery of the Bonds and shall remain continuing representations, warranties and covenants of Trustor during any time when any portion of the Indebtedness remains outstanding.

Section 4.11. *Additional Security.* In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, Controlling Party may enforce the sale thereof or otherwise realize upon the same, at its option, prior to or concurrently with or subsequent to any sale hereunder.

Section 4.12. *Inspections.* Controlling Party, through its agents, representatives or employees, is authorized to enter at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

Section 4.13. *Liens.* Trustor shall cause to be paid and promptly discharged, at Trustor's cost and expense, any mortgage, pledge, lien, charge, encumbrance or claim (collectively, a "Claim") except as permitted by the Loan Documents or obtain insurance to insure against any loss caused by such Claim in an amount and from an insurer acceptable to the Controlling Party in its discretion.

Section 4.14. *Trade Names.* At the request of Controlling Party, Trustor shall execute a certificate in form satisfactory to Controlling Party listing the trade names under which Trustor intends to operate the Mortgaged Estate, and representing and warranting that Trustor does business under no other trade names with respect to the Mortgaged Estate. Trustor shall immediately notify Beneficiary and Financial Security in writing of any change in said trade names and will, upon request of Controlling Party, execute any additional financing statements and cause other certificates to be revised to reflect the change in trade name.

Section 4.15. *Further Assurances.* Trustor, from time to time upon the reasonable request of Controlling Party, shall execute, acknowledge and deliver all such further documents, instruments and assurances of title, and will do or cause to be done all further acts and things, as may be proper or reasonably necessary to carry out the purpose hereof and of the Loan Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

Section 4.16. *Statement by Trustor.* Trustor, upon 10 days' written request, shall furnish a statement of the amount due or outstanding on the Bonds and a statement of any offsets, counterclaims or defenses to the payment thereof. Beneficiary, upon 30 days' written request, shall furnish a statement of the amount due or outstanding on the Bonds.

Section 4.17. *Litigation.* Trustor shall promptly give notice in writing to Beneficiary and Financial Security of any litigation commenced or threatened which materially adversely affects, or threatens to materially adversely affect, Trustor or the Mortgaged Estate.

Section 4.18. *Covenant Regarding Environmental Compliance.* (a) Trustor will promptly notify Beneficiary and Financial Security of any violation or alleged violation of any Applicable Environmental Laws of which Trustor becomes aware;

(b) Trustor shall be responsible for full compliance with any applicable Law with respect to its use of the Mortgaged Estate, including Applicable Environmental Laws and prompt compliance with any required cleanup or remedial action;

(c) Trustor will not place or permit to be placed any Hazardous Substances on or near the Mortgaged Estate;

(d) if at any time (i) Hazardous Substances are spilled, emitted, disposed of or leaked in any amount in a manner which is contrary to Law or any permit requirement; or (ii) it is determined that there are Hazardous Substances located on, in or under the Real Property, Trustor shall immediately notify Beneficiary and Financial Security and any authorities required by Law to be notified and shall, within 30 days thereafter or sooner if required by Controlling Party, or required by any governmental authority, take or cause to be taken, at Trustor's sole expense, such action as may be required by Controlling Party or such governmental authority;

(e) Trustor, promptly upon the written request of Controlling Party or Beneficiary, shall provide Beneficiary and Financial Security, at Trustor's expense, from time to time with an environmental site assessment or with an environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to Controlling Party and Beneficiary; provided, however, that any such report may not be required more frequently than once every five years unless Controlling Party or Beneficiary has reason to believe that there may be environmental problems with respect to the Mortgaged Estate, in which case any such report may not be required more frequently than once every two years;

(f) Trustor shall furnish to Beneficiary and Financial Security duplicate copies of all correspondence, notices or reports it receives from any local, state or federal agency or any other person regarding environmental matters or Hazardous Substances at or near the Mortgaged Estate which relate to any environmental matter which might materially adversely affect the value or usefulness of the Mortgaged Estate, immediately upon Trustor's receipt thereof; and

(g) Trustor will indemnify and hold harmless Beneficiary and Financial Security from and against any and all liabilities (including strict liability), damages (including all foreseeable and unforeseeable consequential damages), penalties, fines, claims, liens, suits, losses, judgments, causes of action, costs (including clean-up costs) and expenses (including the reasonable fees and expenses of counsel) which may be incurred by any Indemnified Party, or threatened against either Beneficiary or Financial Security, relating to or arising out of the generation, storage, manufacturing, refining, releasing, transportation, treatment, disposal or other presence of any Hazardous Substances on or about the Mortgaged Estate or the breach of any Applicable Environmental Laws.

Trustor's obligations hereunder to Beneficiary and Financial Security shall not be limited to any extent by the term of the Indebtedness, and, as to any act or occurrence prior to payment in full and satisfaction of the Indebtedness which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Indebtedness or foreclosure under this Deed of Trust, or delivery of a deed in lieu of foreclosure.

Section 4.19. *Property Management.* The Mortgaged Estate shall at all times be managed by a Property Manager (as defined in the Indenture) in accordance with the terms and conditions set out in the Insurance Agreement. Trustor shall provide competent, responsible and reasonably diligent management for the Mortgaged Estate and shall devote such time and attention as is reasonably necessary and appropriate to such purpose. The terms and conditions of any management contract or agreement shall be subject to the prior written approval of Controlling Party. Controlling Party approves the management agreement entered into as of the date hereof. In the event of default hereunder which is not cured within any applicable grace or curative period, Controlling Party shall have the right to terminate, or to require Trustor to terminate, such management agreement in accordance with the provisions of the Insurance Agreement and such management agreement.

ARTICLE V

DAMAGE AND DESTRUCTION; CONDEMNATION

Section 5.01. *Damage and Destruction.* After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary and Financial Security and each insurer and promptly submit a claim to each relevant insurer for payment of insurance proceeds; Trustor shall provide Beneficiary and Financial Security with a copy of such claim within one Business Day.

(a) All proceeds of insurance paid or payable under any insurance policy (the "Insurance Proceeds") with respect to the Mortgaged Estate shall be paid to Beneficiary and Financial Security, as their interests appear; each insurer is hereby authorized and directed to make payment for any such loss directly to Beneficiary and Financial Security as their interests shall appear, instead of payment to Trustor. Any Insurance Proceeds shall be held by the Beneficiary in accordance with the terms of the Indenture and applied first to the payment of all costs and expenses incurred by or on behalf of Beneficiary and Controlling Party in obtaining such proceeds. The balance of the Insurance Proceeds, if any, may be applied, at the option of Controlling Party:

(i) to the redemption of all or part of the Bonds or to payment of any Indebtedness secured by this Deed of Trust, in such order as Controlling Party may in its absolute discretion elect; or

(ii) toward altering, restoring or rebuilding the Mortgaged Estate or such portion thereof that may have been altered, damaged or destroyed.

Such damage or destruction shall not affect the lien of this Deed of Trust or the obligations of the Trustor hereunder, and Beneficiary, with the consent or at the direction of, Controlling Party is authorized to compromise and settle all loss claims on said policies if not adjusted promptly by Trustor with the consent of Controlling Party.

(b) Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Indebtedness, any unpaid portion of the Indebtedness shall remain in full force and effect, and Trustor shall not be excused in the payment thereof. If any act or occurrence of any kind or nature on which insurance was not obtained or obtainable shall result in damage to or loss or destruction of the Mortgaged Estate, Trustor shall give immediate notice thereof to Beneficiary and Financial Security and, unless otherwise so instructed by Controlling Party, shall promptly, at Trustor's sole cost and expense, whether or not the Insurance Proceeds are adequate to cover such cost and expense, restore, repair, replace and rebuild the Mortgaged Estate as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction, in accordance with plans and specifications submitted to and approved by Controlling Party.

(c) Except as provided below in this subsection, nothing contained in this Deed of Trust shall be deemed to excuse Trustor from repairing or maintaining the Mortgaged Estate as provided in Section 4.02. hereof. The application or release by Controlling Party of any Insurance Proceeds shall not cure, or constitute a waiver of, any Event of Default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice. If Controlling Party elects not to so apply the Insurance Proceeds to the restoration, rebuilding or repair of the Mortgaged Estate, Trustor shall not be required to restore, rebuild or repair the portion of the Mortgaged Estate damaged or destroyed, and the failure to do so shall not constitute an Event of Default under this Deed of Trust.

(d) If the Insurance Proceeds are made available to reimburse Trustor for the cost of altering, restoring or rebuilding the Mortgaged Estate or such portion thereof that may have been altered, damaged or destroyed, any surplus which may remain after payment of such costs shall, at the option of Controlling Party, be applied to payment of any Indebtedness secured by this Deed of Trust.

Section 5.02. *Condemnation.* Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Financial Security and Beneficiary. Beneficiary may participate in any such Condemnation proceedings, and Trustor shall from time to time deliver to Beneficiary all instruments requested by Beneficiary to permit such participation. Trustor shall, at its expense, diligently prosecute

any such proceedings and shall consult with Beneficiary and Controlling Party, and their attorneys and experts and cooperate with them in the carrying on or defense of any such proceedings.

(a) All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards for injury or damage to the Mortgaged Estate or any part thereof or interest therein (collectively, the "Condemnation Proceeds") shall be held by the Beneficiary in accordance with the terms of the Indenture and applied first to the payment of all costs and expenses incurred by or on behalf of Beneficiary and Controlling Party in obtaining such proceeds. The balance of the Condemnation Proceeds, if any, may be applied, at the option of Controlling Party:

(i) to the redemption of all or part of the Bonds or to payment of any Indebtedness secured by this Deed of Trust, in such order as Controlling Party may in its absolute discretion elect; or

(ii) to reimburse Trustor for the cost of rebuilding, restoring or replacing the Property.

(b) If the Condemnation Proceeds are made available to reimburse Trustor for the cost of such rebuilding, restoration or replacement, any surplus which may remain after payment of such costs shall, at the option of Controlling Party, be applied to payment of any Indebtedness secured by this Deed of Trust.

(c) Notwithstanding the application of the Condemnation Proceeds to the payment of any portion of the Indebtedness, any unpaid Indebtedness shall remain in full force and effect and Trustor shall not be excused in the payment thereof.

(d) Trustor hereby specifically, unconditionally and irrevocably waives all rights of a property owner granted under any federal, state or local law which provides for allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.

Section 5.03. *Assignment of Proceeds and Awards.* Trustor hereby assigns and transfers to Beneficiary, and agrees to execute such further assignments of, all such Insurance Proceeds, Condemnation Proceeds, judgments, decrees and awards as Controlling Party may request consistent with the terms hereof. Beneficiary is hereby authorized, in the name of Trustor and at the direction of Controlling Party, to execute and deliver documentation relating to, and to appeal from, any such judgment, decree or award. Neither Beneficiary nor Controlling Party shall be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards.

ARTICLE VI

SECURITY AGREEMENT

Section 6.01. *Grant of Security Interest.* With respect to any portion of the Mortgaged Estate which constitutes personal property, fixtures or other property governed by the Uniform Commercial Code of the State(s) in which the Property or any portion thereof is located (the "UCC"), this Deed of Trust shall constitute a security agreement between Trustor as the debtor and Beneficiary as the secured party, and Trustor hereby grants to Beneficiary a security interest in such portion of the Mortgaged Estate (such portion being referred to herein as the "Collateral") for the purpose of securing the Indebtedness.

Section 6.02. *Warranties, Representations and Covenants of Trustor.* Trustor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Trustor is, and as to portions of the Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Trustor will notify Beneficiary and Financial Security of and shall defend the Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Trustor shall not lease, sell, convey or in any manner transfer the Collateral without the prior written consent of Controlling Party, except such portions or items of Collateral that are consumed or worn out in ordinary usage or otherwise replaced in the ordinary course of business, all of which shall be promptly replaced by Trustor.

(c) Without Controlling Party's prior written consent and except as herein provided, Trustor shall not create, incur, assume, or suffer to exist any security agreement or any other lien or encumbrance with respect to the Collateral, or any portion thereof, nor shall Trustor sign or file or authorize the signing or filing of any financing statement(s) under the Uniform Commercial Code of any jurisdiction with respect to the Collateral or any portion thereof.

(d) The Collateral is not used or bought for personal, family or household purposes.

(e) The tangible Collateral shall be kept on or at the Real Property and Trustor shall not remove such Collateral from the Real Property without the prior written consent of Controlling Party, except such portions or items of Collateral that are consumed or worn out in ordinary usage or otherwise in the normal course of business, all of which shall be promptly replaced by Trustor.

(f) If an Event of Default has occurred hereunder, upon Beneficiary's or Controlling Party's demand in writing, all chattel paper, instruments, and/or proceeds of any and all of the Collateral shall be delivered to Beneficiary at the time and place and in the manner specified by such demand.

(g) Trustor shall maintain its principal place of business and chief executive office (as defined in the UCC) in the state listed for its notice address in Section 8.05 of this Deed of Trust and shall immediately notify Beneficiary and Financial Security in writing of any change in the place of business set forth in Section 8.05 of this Deed of Trust.

(h) All covenants and obligations of Trustor contained herein relating to the Mortgaged Estate shall be deemed to apply to the Collateral whether or not expressly referred to herein.

Section 6.03. *No Duty of Care.* Beneficiary and Financial Security shall have no duty of care with respect to the Collateral, except that each of such parties shall exercise reasonable care with respect to any of the Collateral of which it takes custody. Such parties shall be deemed to have exercised reasonable care if such Collateral is accorded treatment substantially equal to that which such parties accord their own property, or if such parties shall take such action with respect to the Collateral as Trustor shall request in writing; provided, however, that neither failure to comply with any such request, nor any omission to do any such act requested by Trustor, nor failure to take steps to preserve rights against any parties or property, shall be deemed a failure to exercise reasonable care with respect to the Collateral.

Section 6.04. *Remedies.* This Deed of Trust is also a security agreement pursuant to the UCC, and Beneficiary shall have all of the rights and remedies of a secured party under the UCC as well as all other rights and remedies available at law or in equity. Trustor hereby agrees to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Controlling Party may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Trustor shall pay (or reimburse Beneficiary for) all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Controlling Party may reasonably require. Upon the occurrence of any Event of Default hereunder (taking into account any applicable cure period), Controlling Party shall have the right to cause any of the Collateral which is personal property to be sold at any one or more public or private sales as permitted by applicable law, and Controlling Party shall further have all other rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Controlling Party, Beneficiary or Trustee. Any person, including both Financial Security and Beneficiary, shall be eligible to purchase any part or all of such Collateral at any such disposition. Trustor, upon demand of Controlling Party, shall assemble the Collateral and make it available to Controlling Party at the Real Property, a place which is hereby deemed to be reasonably convenient to Controlling Party

and Trustor. Controlling Party shall give Trustor at least five business days' prior written notice of the time and place of any public sale or other disposition of such Collateral or of the time of or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor in the manner provided for the mailing of notices herein, Trustor hereby acknowledges such notice shall be and is reasonable notice to Trustor. Notwithstanding the foregoing, Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the UCC, as if such Collateral were itself real property, and as a part of the same proceedings, without any additional notices or proceedings specifically addressing such Collateral.

Section 6.05. *Expenses.* Reasonable expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Trustor and shall include Controlling Party's and Trustee's reasonable attorneys' fees and legal expenses.

Section 6.06. *Fixture Filing.* Some of the items of the Mortgaged Estate are goods that are or are to become fixtures related to the Real Property owned by Trustor, and it is intended that as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated in Section 8.05 of this Deed of Trust. The mailing address of Trustor, as debtor, is as stated in Section 8.05 of this Deed of Trust. This Deed of Trust constitutes a financing statement filed as a fixture filing under Section 9402(6) of the UCC, as amended or recodified from time to time, covering any portion of the Mortgaged Estate which is or later may become fixtures.

Section 6.07. *Independent Remedies.* It is the intention of Trustor and Beneficiary that the provisions of this Deed of Trust concerning the Collateral and the security interest created and granted therein hereby, both as contained in this Article and as may be located elsewhere in this Deed of Trust, shall grant unto Beneficiary rights and remedies which may be exercised independently of and prior to, concurrently with or following, any other exercise by Beneficiary of any other rights or remedies contained in this Deed of Trust, including without limitation any right to foreclose judicially or nonjudicially upon the Mortgaged Estate or any portion thereof and/or to proceed with respect to the Leases and Rents separately from or in connection with any such foreclosure, and that all such provisions of this Deed of Trust shall survive and continue unaffected by any such foreclosure or other action hereunder, as if contained in an entirely separate security agreement, until such time as the Indebtedness has been paid and performed in full by Trustor.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 7.01. *Events of Default.* Any of the following events shall be deemed an event of default ("Event(s) of Default") hereunder:

(a) Trustor fails to perform or observe any term or condition of this Deed of Trust applicable to Trustor or to the Mortgaged Estate, and such event or circumstance, if capable of being cured, is not cured within 30 days after written notice thereof is given by Controlling Party or Beneficiary to Trustor; or

(b) The holder of any junior, subordinated or senior mortgage, deed of trust or other lien on the Mortgaged Estate, or any part thereof (without hereby implying Beneficiary's consent to any junior, subordinated or senior mortgage, deed of trust or other lien) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(c) The occurrence of an "Event of Default" (however defined) under any Loan Document.

Section 7.02. *Acceleration Upon Default, Additional Remedies.* Upon the occurrence of any Event of Default, Beneficiary may, with the prior written consent of the Controlling Party, and shall, upon the direction of Controlling Party, without notice or demand upon Trustor, exercise any one or more of the below acts:

(a) Declare all Indebtedness to be immediately due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind;

(b) In person or by agent or by a receiver appointed by a court, with or without bringing any action or proceeding and without regard to the adequacy of its security, the solvency of Trustor or the existence of waste, enter upon, take possession of, manage and operate the Mortgaged Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, to increase the income therefrom or to protect the security thereof, including without limitation the right to do any of the following: make, modify, enforce, cancel or accept surrender of any Leases now in effect or hereafter in effect on the Mortgaged Estate or any part thereof; remove and evict any lessees; increase or decrease rents; decorate, clean and repair; incur and pay reasonable management, brokerage and attorneys' fees; maintain a reserve for replacement; and, with or without taking possession of the Mortgaged Estate, in Trustor's, Controlling Party's or Beneficiary's name, take any action authorized in Articles I or VI or elsewhere in this Deed of Trust

and/or demand, collect, receive, sue for, attach and levy the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any Indebtedness, all in such order as Controlling Party may determine. Neither the entering upon and taking possession of the Mortgaged Estate, the collection of such Rents and the application thereof as aforesaid, nor the taking of any other remedial action under this Deed of Trust or the other Loan Documents shall cure or waive any default or notice of default hereunder or invalidate any act done in response to such default. The enforcement of such right or remedy by Beneficiary or Controlling Party, once exercised, shall continue for so long as Controlling Party shall elect notwithstanding that the collection and applications of the Rents may have cured for the time the original default, and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of Rents. Beneficiary and/or Controlling Party shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(c) Elect to exercise its rights with respect to the Leases and Rents under Article I hereof;

(d) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(e) Commence proceedings to sell or cause Trustee to sell all or any portion of the Mortgaged Estate pursuant to the power of sale herein conferred;

(f) Proceed as to both the real and personal property constituting the Mortgaged Estate in accordance with Beneficiary's rights and remedies in respect of the Real Property, or proceed to sell any personal property separately and without regard to the Real Property in accordance with Beneficiary's rights and remedies under the UCC;

(g) Seek a judgment that Trustor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth above in Section 4.18, by maintaining an action or actions in any court of competent jurisdiction for breach of contract, whether commenced prior to foreclosure of the Mortgaged Estate or after foreclosure of the Mortgaged Estate, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses incurred or advanced by Beneficiary and/or Controlling Party (collectively, "Environmental Costs") relating to the cleanup, remediation or other response required by applicable law or which Beneficiary and/or Controlling Party believes necessary or desirable to protect the Mortgaged Estate, it being conclusively presumed between Beneficiary, Controlling Party and Trustor that all such Environmental Costs were made in good faith. All Environmental Costs incurred by Beneficiary and/or Controlling Party pursuant to this subparagraph (including attorneys' fees, whether incurred in litigation or not and whether before or after

judgment) shall bear interest at the Late Payment Rate from the date of expenditure until said sums have been paid. Beneficiary and/or Controlling Party shall be entitled to bid, at sale of the Mortgaged Estate, the amount of said Environmental Costs, expenses and interest in addition to the amount of the other Indebtedness as a credit bid, the equivalent of cash. Trustor acknowledges and agrees that notwithstanding any term or provision contained herein, the Environmental Costs shall be exceptions to any non-recourse or exculpatory provision and Trustor shall be liable for the Environmental Costs hereunder and such liability shall not be limited to the original principal amount of the Indebtedness secured by this Deed of Trust and Trustor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Mortgaged Estate or this Deed of Trust. For purposes of any action brought under this subparagraph, Trustor hereby waives the defense of laches and any applicable statute of limitations;

(h) Waive its lien against the Mortgaged Estate or any portion thereof, whether fixtures or personal property, to the extent such property is found to be environmentally impaired and to exercise any and all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs. Trustor acknowledges and agrees that notwithstanding any term or provision contained herein or in the other Loan Documents, all judgments and awards entered against Trustor hereunder and such liability shall not be limited to the original principal amount of the Indebtedness secured by this Deed of Trust and Trustor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Mortgaged Estate or this Deed of Trust. For purposes of any action brought under this subparagraph, Trustor hereby waives the defense of laches and any applicable statute of limitations; and/or

(i) Exercise any or all of the other rights and remedies provided for herein or in the other Loan Documents or available under law or in equity.

Section 7.03. *Foreclosure; Exercise of Power of Sale.* Under the power of sale hereby granted, Beneficiary shall have the discretionary right (subject to direction by Controlling Party) to cause some or all of the Mortgaged Estate, including any personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law, including without limitation as set forth in this Section 7.03.

(a) *Sales of Personal Property.* If it chooses to do so, Beneficiary may dispose of any personal property separately from the sale of real property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law.

(b) *Trustee's Sales of Real Property or Mixed Collateral.*

(i) Beneficiary may choose to dispose of some or all of the Mortgaged Estate which consists solely of real property in any manner then permitted by applicable law. In its discretion, Beneficiary may also or alternatively choose to dispose of some or all of the Mortgaged Estate, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by Section 9501(4) of the UCC. Trustor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of personal property.

(ii) Before any sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the property being sold at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any sale by public announcement at the time and place noticed for that sale.

(iii) At any sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

(c) *Single or Multiple Foreclosure Sales.* If the Mortgaged Estate consists of more than one lot, parcel or item of property, Beneficiary may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under the power of sale granted herein, or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Beneficiary may deem to be in its best interest. If Beneficiary chooses to have more than one sale, Controlling Party at its option may cause the sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order

as Beneficiary may deem to be in its best interests. No sale shall terminate or affect the liens of this Deed of Trust on any part of the Mortgaged Estate which has not been sold, until all of the Indebtedness has been paid in full.

(d) *Purchase; Credit Bid.* At any sale, any person including Trustor, Trustee, Financial Security or Beneficiary, may bid for and acquire the Mortgaged Estate or any part thereof to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary and/or Controlling Party may settle for the purchase price by crediting against the sales price of the property the following obligations:

(i) First, the amount attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Financial Security, Beneficiary or Trustee under this Deed of Trust; and

(ii) Second, all other Indebtedness in any order and proportions as Controlling Party in its sole discretion may choose.

(e) *Application of Proceeds.* As may be permitted by law, the proceeds of sale shall be applied to payment of (i) first, to payment of all costs, fees and expenses of Financial Security, Beneficiary and Trustee in connection with the default and sale, including without limitation all costs, fees and expenses of Trustee and of this Trust, costs of evidence of title in connection with sale and title insurance in favor of Beneficiary or its designee should such party be the purchaser at sale, and any attorneys' fees and expenses incurred by Trustee, Beneficiary and/or Controlling Party in exercising the power of sale or foreclosing this Deed of Trust, (ii) second, to payment of the Indebtedness in such order as Controlling Party may in its sole discretion determine, and (iii) third, as directed by Controlling Party or as may be permitted or required by law.

(f) *Trustee's Deed.* Upon the completion of any sale or sales, Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed of conveyance or assignment and transfer, lawfully conveying, assigning, and transferring the Mortgaged Estate sold, but without any covenant or warranty, express or implied.

(g) *Title Upon Sale.* Any sale or sales made by virtue of or under this Deed of Trust, whether under any power of sale herein granted or through judicial proceedings, shall, to the fullest extent permitted by law, operate to divest all right, title, estate, interest, claim, and demand whatsoever, either at law or in equity, of Trustor in and to the Mortgaged Estate so sold, or any part thereof from, through or under Trustor, its successors and assigns. The receipt of Trustee shall be full and sufficient discharge to any purchaser of the Mortgaged Estate or any part thereof sold as aforesaid for the purchase money; and no purchaser or his representatives, grantees or assigns after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Deed of Trust, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any

such purchase money or be bound to inquire as to the authorization, necessity, expedience or regularity of any such sale.

(h) *Postponement.* Trustee may in any manner provided by law postpone sale of all or any portion of the Mortgaged Estate, at any time and from time to time, as Trustee or Controlling Party may determine.

Section 7.04. *Proof of Default.* In the event of a sale of the Mortgaged Estate or any part thereof, the execution of a deed or deeds therefor, and the recital therein of default, and of recording any notice of default and/or notice of sale, and of the elapsing of the required time periods (if any), and of all other applicable procedural matters which may be necessary or proper, shall be effective and conclusive against Trustor, its successors and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient to discharge such purchaser from any and all obligations to ensure the proper application of the purchase money.

Section 7.05. *Protection of Security.* If an Event of Default shall have occurred and shall be continuing, then Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligations or defaults hereunder, may: (i) make, perform or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Mortgaged Estate for such purpose; (ii) appear in and defend any action or proceeding purporting to affect Trustor's obligations and/or the Bonds, the security hereof or the rights or powers of Beneficiary, Financial Security or Trustee; (iii) pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Beneficiary is prior or superior hereto; and (iv) in exercising any such powers, pay reasonably necessary expenses, employ counsel and pay reasonable attorneys' fees. Trustor hereby agrees to repay upon demand all sums expended by Trustee, Financial Security or Beneficiary pursuant to this Paragraph (with annual interest from the date of expenditure at the Late Payment Rate), and such sums, with interest, shall be secured hereby.

Section 7.06. *Appointment of Receiver.* If an Event of Default shall have occurred and be continuing, Beneficiary and/or Controlling Party, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Mortgaged Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in Section 7.02 and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated.

Section 7.07. *Remedies Not Exclusive; Delay.* Beneficiary and/or Controlling Party shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan

Document or other agreement or any laws now or hereafter in force, notwithstanding that some or all of said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's, Beneficiary's or Financial Security's right to realize upon or enforce any other security now or hereafter held by Trustee, Beneficiary or Financial Security, it being agreed that such parties shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by any of them in such order and manner as they may in their absolute discretion determine. No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee, Beneficiary or Financial Security, or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by such parties, and such parties may pursue inconsistent remedies. No delay by such parties in the exercise of any right or remedy under the Loan Documents shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

Section 7.08. *Request for Notice.* Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address for notices specified pursuant to Section 8.05 of this Deed of Trust.

Section 7.09. *Possession of Mortgaged Estate.* In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, and Trustor occupies the portion of the Mortgaged Estate so sold, or any part thereof, Trustor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Estate and premises; and this agreement and a trustee's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Deed of Trust shall be construed to constitute Financial Security or Beneficiary as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 7.10. *Automatic Relief From Stay.* In the event that Trustor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, subject to court approval, Beneficiary shall thereupon be entitled and Trustor irrevocably consents to relief from any stay imposed by Section 362 of the Bankruptcy Code on or against the exercise of the rights and remedies otherwise available to Beneficiary as provided in the Loan Documents and Trustor hereby irrevocably waives its rights to object to such relief. In the event Trustor shall commence a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy

Code, Trustor hereby agrees that no injunctive relief against Beneficiary shall be sought under Section 105 or other provisions of the Bankruptcy Code by Trustor or other person or entity, nor shall any expansion be sought of the stay provided by Section 362 of the Bankruptcy Code.

Section 7.11. *State Law Remedies.* In addition to, and not in limitation of, the other rights and remedies granted in this Deed of Trust or pursuant to applicable law, Trustor expressly agrees that Trustee and Beneficiary shall have all rights and remedies with respect to the Loan Documents as may now or hereafter be available under California law, both at law and in equity.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. *Governing Law; Severability.* This Deed of Trust shall be governed by the laws of the State in which the Real Property is located. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end, the provisions of the Loan Documents are declared to be severable.

Section 8.02. *Amendment; No Implied Waiver.* This Deed of Trust cannot be modified, waived, discharged or terminated orally, but only by a written instrument signed by Trustor and Beneficiary with the prior written consent of Financial Security, so long as Financial Security is the Controlling Party. No waiver by Beneficiary or Controlling Party of any default or breach by Trustor hereunder shall be implied from any omission by Beneficiary or Controlling Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default identified in the waiver and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Beneficiary or Controlling Party to or of any act by Trustor requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

Section 8.03. *Trustor's Waiver of Rights.* Trustor waives (a) the benefit of all laws now existing or that hereafter may be enacted providing for any appraisal before sale of any portion of the Mortgaged Estate; and (b) the benefit of all laws now existing or that may be hereafter enacted in any way extending the time for enforcing payment of the Bonds or the Notes or creating or extending a period of redemption from any sale made in collecting said debt. To the fullest extent that Trustor may do so, Trustor agrees that Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any redemption, valuation, appraisal, stay of execution or extension, and Trustor, for Trustor, Trustor's heirs, devisees, representatives, successors and assigns and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted

If to Beneficiary, to: First Trust of California, National Association
Suite 400
One California Street
San Francisco, CA 94111
Attention: Corporate Trust Department
Telephone: (415) 273-4590
Telecopier: (415) 273-4590

with a copy to Financial Security as set forth below.

If to Financial Security, to: Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022
Attn: Surveillance Department
Telephone: (212) 826-0100
Telecopier: (212) 339-3518 or
(212) 339-3529

In each case in which notice or other communication to Financial Security refers to an Event of Default, a claim on the Policy or with respect to which failure on the part of Financial Security to respond shall be deemed to constitute consent or acceptance, then copies of such notice or other communication should also be sent to the attention of the General Counsel and the Head-Financial Guaranty Group marked "URGENT MATERIAL ENCLOSED!"

Section 8.06. *Acceptance by Trustee.* Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. No failure of any Trustee appointed hereunder to qualify or be qualified as such under applicable law shall limit, invalidate or in any way impair any provision of this Deed of Trust.

Section 8.07. *Invalidity of Certain Provisions.* If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Indebtedness, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the Indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Indebtedness, and all payments made on the indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness that is not secured or fully secured by the lien of this Deed of Trust.

Section 8.08. *No Merger.* If both the lessor's and lessee's estates under any lease or any portion thereof that constitutes a part of the Mortgaged Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the

Mortgaged Estate pursuant to the provisions hereof (including, without limitation, any exercise of the power of sale or any conveyance in lieu of foreclosure), any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law as a result of such foreclosure unless Controlling Party or any purchaser upon any such foreclosure shall so elect. No act by or on behalf of Controlling Party or any such purchaser shall constitute a termination of any lease or sublease unless Controlling Party or such purchaser shall give written notice to such tenant or subtenant. Further, no conveyance to Beneficiary or any designee thereof in lieu of foreclosure, or otherwise, of all or any portion of the Mortgaged Estate shall operate to release, destroy, merge or otherwise terminate the lien of this Deed of Trust thereon unless expressly so elected in writing in the conveyance document or lien release or reconveyance documents relating thereto.

Section 8.09. *Successor Trustee.* Beneficiary or Controlling Party may, from time to time, by written instrument executed and acknowledged by Beneficiary or Controlling Party, mailed to Trustor and recorded in the county in which the Real Property is located, and by otherwise complying with the provisions of the applicable laws of the state in which the Real Property is located, substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 8.10. *Rights of Controlling Party.* (a) Controlling Party shall have the right to declare immediately due and payable any amount paid by it for any tax, stamp tax, assessment, water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection or lien having priority over this Deed of Trust, or over any other agreement given to partially secure the Notes or the Bonds, and to foreclose (and/or direct Beneficiary and/or Trustee to foreclose) for such amount or for any unpaid principal or interest, subject to the continuing lien of this Deed of Trust for the balance of the Indebtedness not then due; provided that Trustor shall continue to be liable for the payment of the entire Indebtedness until it has been paid in full.

(b) The Beneficiary will not give consents, take any action to enforce this Deed of Trust or take any action if an Event of Default exists without the prior written consent of the Controlling Party and shall give consents or take such action at the direction of the Controlling Party.

(c) "Controlling Party" means (i) as long as any Series A Bonds are Outstanding or any amounts are due and payable to Financial Security under the Insurance Agreement, (A) Financial Security, so long as no Financial Security Default (as defined in the Indenture) exists, and (B) if a Financial Security Default exists, Beneficiary; provided, however, that, if Financial Security delivers a written notice of resignation as Controlling Party to Beneficiary, Beneficiary shall be the Controlling Party; and provided further that, notwithstanding the existence of a Financial Security Default, in the event the principal of, premium, if any, and interest on the Series A Bonds are paid in full and any amounts are owed to Financial Security under the Indenture or under the Insurance Agreement, "Controlling Party" means Financial Security; and (ii) if no Series A Bonds are Outstanding and all amounts payable to Financial

Security under the Indenture and under the Insurance Agreement have been paid in full, the Holders of a majority of the aggregate principal amount of the Series B Bonds Outstanding.

Notwithstanding anything to the contrary contained herein, Controlling Party shall at all times be entitled and empowered to, in its sole discretion, (i) act as the Beneficiary hereunder in its own name or in the name of Beneficiary, (ii) direct any actions of the Beneficiary or Trustee hereunder, and/or (iii) direct Beneficiary or Trustee in the performance of any actions which Controlling Party is entitled to take hereunder.

Section 8.11. *Certain Charges.* Trustor agrees to pay Controlling Party, Beneficiary and Trustee for any service rendered Trustor, or on its behalf, connected with this Deed of Trust or the Indebtedness secured hereby, including without limitation the delivery of a request for full or partial reconveyance of this Deed of Trust or any reconveyance document, providing records or other information pertaining to this Deed of Trust and any Indebtedness secured hereby, and replacing an existing policy of insurance held hereunder with another such policy.

Section 8.12. *Attorneys' Fees.* If Controlling Party, Financial Security, Trustee or Beneficiary shall refer any of the Loan Documents, including this Deed of Trust, to any attorney for collection or seeks legal advice following a default alleged in good faith under the Loan Documents; or, if Controlling Party, Financial Security, Trustee or Beneficiary is the prevailing party in any action instituted on the Loan Documents; or, if any other judicial or non-judicial proceeding is instituted by Controlling Party, Financial Security, Trustee or Beneficiary or any other person and an attorney is employed by Controlling Party, Financial Security, Trustee or Beneficiary to appear in any such action or proceeding, or in any action that materially affects Controlling Party's, Financial Security's, Trustee's or Beneficiary's interest in the Bonds, the Notes or the Mortgaged Estate, or to seek appointment of a receiver, to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Controlling Party's, Financial Security's, Trustee's or Beneficiary's interest in this Deed of Trust or any other security for the Bonds (including but not limited to proceedings under federal bankruptcy law, in eminent domain, under the probate code, or in connection with any state or federal tax lien), then Trustor and every person who assumes the obligations evidenced by the Bonds, the Notes or this Deed of Trust jointly and severally promise(s) to pay reasonable attorneys' fees for services performed by Controlling Party's, Financial Security's, Trustee's and/or Beneficiary's attorneys, and all reasonable costs and expenses incurred incident to such employment. If such fees are not paid within 30 days of demand therefor by Controlling Party, Financial Security, Trustee or Beneficiary, all such costs and expenses shall bear interest at the Late Payment Rate and its repayment shall also be secured by every instrument securing the Notes or the Bonds.

Section 8.13. *Headings.* Headings are for convenience only and are not intended as a limitation on the content of the paragraph following or as an aid to the construction thereof.

Section 8.14. *Successors and Assigns; Gender.* Except as provided to the contrary herein, the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their

respective heirs, executors, administrators, successors and permitted assigns, and all subsequent owners of the Mortgaged Estate, and all subsequent holders of the Bonds and this Deed of Trust. In this Deed of Trust, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

Section 8.15. *Counterparts.* This Deed of Trust may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 8.16. *Loan Agreement.* (a) With respect to the Loan Agreement, Trustor hereby warrants and represents as follows: (i) it is in full force and effect in accordance with its terms and has not been amended in any respect; (ii) all payments and other charges reserved therein have been paid to the extent they are payable to the date hereof; and (iii) Trustor is not in default under any of the terms thereof and, to the best of its knowledge, there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder.

(b) Further, with respect to the Loan Agreement, Trustor covenants and agrees as follows: (i) to promptly and faithfully observe, perform and comply with all the terms, covenants and provisions thereof on its part to be observed, performed and complied with, at the times set forth therein, and within five business days prior to expiration of any applicable grace periods; (ii) not to do, permit, suffer or refrain from doing anything, as a result of which, there could be a default under or breach of any of the terms thereof; (iii) not to cancel, surrender, modify, or in any way alter or permit the alteration of any of the terms thereof without 30 days' prior written notice to Controlling Party and the written consent of Controlling Party; (iv) to give Beneficiary and Financial Security immediate notice of any default by anyone thereunder and to promptly deliver to Beneficiary and Financial Security copies of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by Trustor in connection therewith; and (v) to furnish to Beneficiary and Financial Security such information and evidence as Beneficiary or Financial Security may reasonably require concerning Trustor's due observance, performance and compliance with the terms, covenants and provisions thereof.

(c) In the event of any default by the Trustor in the performance of any of its obligations under the Loan Agreement, then, in each and every case, Beneficiary or Controlling Party may, at its option and without notice, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Trustor thereunder in the name of and on behalf of the Trustor. Trustor shall, on demand, reimburse Beneficiary or Controlling Party for all advances made and expenses incurred by Beneficiary or Controlling Party in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at the Late Payment Rate from the date that an advance is made or expense is incurred, to and including the date the same is paid.

(d) If there shall be filed by Trustor a petition under the Bankruptcy Code, Trustor, as borrower under the Loan Agreement or any trustee appointed by the Bankruptcy Court in such proceedings, shall immediately (but in no event more than 20 days after the filing of such petition) notify Beneficiary and Financial Security in writing of Trustor's or the trustee's intent, as the case may be, to assume or reject the Loan Agreement pursuant to Section 365(a) of the Bankruptcy Code. If the intent of Trustor or such trustee is to reject the Loan Agreement or if such notice is for any reason not so given to Beneficiary and Financial Security or if it reasonably appears to Controlling Party that Trustor or the trustee does not intend to assume the Loan Agreement, then and at any time thereafter Controlling Party shall have the right, but not the obligation, to serve upon Trustor or such trustee a notice stating that (a) Controlling Party demands that Trustor or trustee assume and assign the Loan Agreement to Controlling Party or Controlling Party's nominee pursuant to Section 365 of the Bankruptcy Code and (b) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide directly or through their nominee adequate assurance of future performance under the Loan Agreement. If Controlling Party shall serve upon Trustor or such trustee the notice described in the preceding sentence, Trustor or such trustee shall not seek to reject the Loan Agreement but shall forthwith (and in all events before the expiration of all applicable time periods for such assumption and assignment) obtain consent from the Bankruptcy Court to assume and assign the Loan Agreement for the purposes of this paragraph and shall forthwith comply with the demand provided for in clause (a) of the preceding sentence subject to the performance by Controlling Party of the covenant provided for in clause (b) of the preceding sentence. Trustor agrees that Controlling Party may at any time apply to the Bankruptcy Court for an extension of any time period for the assumption of the Loan Agreement by Trustor and that the protection of Controlling Party's security interest in the Loan Agreement shall be deemed sufficient cause for such extension and Trustor shall not oppose any application by Controlling Party for such extension.

(e) No release or forbearance of any of Trustor's obligations under the Loan Agreement, pursuant to the Loan Agreement or otherwise, including without limitation the performance of all the terms, provisions, covenants, conditions and agreements contained in the Loan Agreement to be kept, performed or complied with by Trustor therein, shall release Trustor from any of Trustor's obligations under this Deed of Trust. The lien of this Deed of Trust attaches to all of Trustor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, including, without limitation, all of Trustor's rights to remain in possession of the Mortgaged Estate.

Section 8.17. *Sale, Transfer or Encumbrance of Mortgaged Estate.* Trustor shall not sell, transfer, lease, encumber or otherwise dispose of any of Trustor's interest in the Mortgaged Estate (or any portion thereof) in any manner, except with the prior written consent of Controlling Party, which consent may be given or withheld by the Controlling Party in its sole discretion. If the Controlling Party shall grant its consent to any sale or transfer of the Mortgaged Estate subject to the terms of the Loan Documents, such sale or transfer shall be upon terms, conditions and documentation as determined by the Controlling Party in its sole

discretion. A violation of this covenant by Trustor shall be deemed an Event of Default which is not capable of being cured under Section 7.01(a) hereof.

Section 8.18. *Time Is of the Essence.* Time is of the essence under this Deed of Trust and the other Loan Documents.

Section 8.19. *Incorporation by Reference.* All of the terms of the other Loan Documents are incorporated into and made a part of this Deed of Trust by reference.

Section 8.20. *No Trustee Liability.* The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Trustor hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Trustor will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of his duties. The foregoing indemnity shall not terminate upon discharge of the secured indebtedness or foreclosure, or release or other termination, of this Deed of Trust.

[TESTIMONIAL AND SIGNATURE APPEAR ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California
County of MARIN

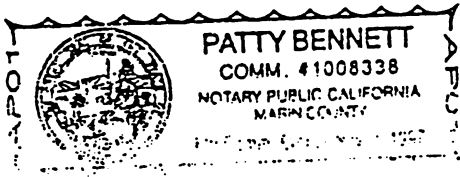
On this day of MARCH, 1997, before me,
PATTY BENNETT
Name, Title of Officer

personally appeared PATRICIA ERLUND, SONIA SEEMAN
Name(s) of Signer(s)

personally known to me -OR- proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature of Notary
Patty Bennett
Exp. 11-3-97



OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the
date below, doing so may prove invaluable to persons
relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT DEED OF TRUST
NUMBER OF PAGES DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed and delivered by its duly authorized representative as of the day and year first above written.

NOVATO FINANCING AUTHORITY

By *Patricia Eklund*
Name (Printed) Patricia Eklund
Title Chair

By *Sonia Seeman*
Name (Printed) Sonia Seeman
Title Secretary

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

DESCRIPTION

All that certain real property situate in the County of Marin, State of California, and is described as follows:

PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet; thence South $56^{\circ}52'57''$ West, 27.67 feet; thence North $36^{\circ}18'57''$ West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North $31^{\circ}38'57''$ West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $12^{\circ}57'17''$ West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North $74^{\circ}45'51''$ West, 2061.07 feet; thence leaving said North line of 11 O.S. 70, South $28^{\circ}17'33''$ West, 307.47 feet; thence South $31^{\circ}34'45''$ East, 176.63 feet; thence South $11^{\circ}14'44''$ West, 299.74 feet; thence South $25^{\circ}35'52''$ West, 22.40 feet; thence South $35^{\circ}06'40''$ West 174.62 feet; thence North $21^{\circ}35'02''$ West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $45^{\circ}39'21''$, an arc distance of 79.68 feet; thence North $24^{\circ}04'19''$ East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $68^{\circ}23'02''$, an arc distance of 238.70 feet; thence North $44^{\circ}18'43''$ West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ}50'36''$, an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records;

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03" East, 439.01 feet to the TRUE POINT OF BEGINNING.

DPH:BFL

LEGAL DESCRIPTION
PARCEL 2

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under, and across the following described parcel of real property:

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ}48'12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of $4^{\circ}30'46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of $49^{\circ}21'16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of $111^{\circ}56'04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ}08'44''$ East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of $32^{\circ}44'26''$, an arc distance of 100.00 feet; thence South $71^{\circ}06'50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ}06'50''$ East; thence northerly along said curve, through a central angle of $30^{\circ}41'42''$, an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North $23^{\circ}07'24''$ East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South $66^{\circ}52'36''$ East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of $59^{\circ}15'10''$, an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING

DPH:BFL

LEGAL DESCRIPTION
PARCEL 3

A non-exclusive easement appurtenant to Parcel 1 above described for vehicle turn around purposes on, over and across the following described parcel of real property:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North $56^{\circ}52'57''$ East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of $222^{\circ}19'36''$, an arc distance of 176.90 feet; thence South $14^{\circ}33'21''$ West, 52.70 feet; thence South $36^{\circ}18'57''$ East, 43.88 feet; thence North $56^{\circ}52'57''$ East, 27.67 feet to the TRUE POINT OF BEGINNING

DPH:BFL

LEGAL DESCRIPTION
PARCEL 4

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said S O.S. 57, North $31^{\circ}38'57''$ West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North $78^{\circ}33'04''$ East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of S O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL

Recording Requested By:

JEFFREY A. WALTER, ESQ.

When Recorded, Return To:

JEFFREY A. WALTER, ESQ.

WALTER & PISTOLE

670 WEST NAPA ST., STE. "F"

SONOMA, CA 95476

ASSIGNMENT OF RENTAL AGREEMENTS

THIS ASSIGNMENT OF RENTAL AGREEMENTS is made as of March _____, 1997, by Paul and Eleanor Sade as Trustees of the Paul and Eleanor Sade 1985 Trust ("Assignor"), in favor of the Park Acquisition Corporation of the Marin Valley Mobile Country Club, a California non-profit mutual benefit corporation ("Assignee"), with reference to the following facts:

A. Assignor is the owner of that certain land (the "Land") located in the City of Novato, County of Marin, State of California, more particularly described in Exhibit "A" hereto, and all rights, privileges and easements appurtenant to the Land (the "Appurtenances"), and all buildings and other improvements thereon (the "Improvements"). The Land, the Appurtenances, and the Improvements are hereinafter referred to collectively as the "Property". The Property is being conveyed to Assignee pursuant to a grant deed of even date herewith, executed by Assignor in favor of Assignee which is being recorded concurrently herewith.

B. Assignor, as owner of the Property, has an interest, as landlord, in the tenant leases of 313 mobilehome spaces on the land (the "Rental Agreements"), which are listed on Schedule 1 hereto, and an interest in certain prepaid rents and security deposits collected and held by Assignor to secure the performance of the duties and obligations of tenants under certain of the Rental Agreements (the "Security Deposits").

C. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Rental Agreements and the Security Deposits (also listed in Schedule 1).

NOW, THEREFORE, ASSIGNOR AGREES AS FOLLOWS:

1. Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Rental Agreements and the Security Deposits.

2. The obligations, representations and covenants contained herein shall survive the close of escrow.

3. The provisions of this Assignment of Rental Agreements shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Rental Agreements as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:


PAUL SADE, Trustee

PARK ACQUISITION CORPORATION
OF THE MARIN VALLEY MOBILE
COUNTRY CLUB


ELEANOR SADE, Trustee

By: _____
Title: _____

[ATTACH EXHIBITS AND SCHEDULES AND NOTARIAL ACKNOWLEDGMENTS]

3. The provisions of this Assignment of Rental Agreements shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Rental Agreements as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

PAUL SADE, Trustee

PARK ACQUISITION CORPORATION
OF THE MARIN VALLEY MOBILE
COUNTRY CLUB

ELEANOR SADE, Trustee

By: 

Title: PRESIDENT & CEO

[ATTACH EXHIBITS AND SCHEDULES AND NOTARIAL ACKNOWLEDGMENTS]

EXHIBIT "A"

PROPERTY DESCRIPTION

[TO BE INSERTED]

EXHIBIT A

LEGAL DESCRIPTION
PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet; thence South $56^{\circ}52'57''$ West, 27.67 feet; thence North $36^{\circ}18'57''$ West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North $31^{\circ}38'57''$ West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $12^{\circ}57'17''$ West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North $74^{\circ}45'51''$ West, 2061.07 feet; thence leaving said North line of 11 O.S. 70; South $28^{\circ}17'33''$ West, 307.47 feet; thence South $31^{\circ}34'45''$ East, 176.63 feet; thence South $11^{\circ}14'44''$ West, 299.74 feet; thence South $25^{\circ}35'52''$ West, 22.40 feet; thence South $35^{\circ}06'40''$ West 174.62 feet; thence North $21^{\circ}35'02''$ West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $45^{\circ}39'21''$, an arc distance of 79.68 feet; thence North $24^{\circ}04'19''$ East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $68^{\circ}23'02''$, an arc distance of 238.70 feet; thence North $44^{\circ}18'43''$ West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ}50'36''$, an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records;

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03" East, 439.01 feet to the TRUE POINT OF BEGINNING and containing 63.00 acres, more or less.

DPH:BFL

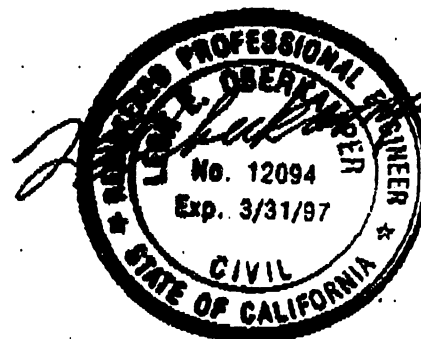


EXHIBIT B

LEGAL DESCRIPTION
PARCEL 2

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ}48'12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of $4^{\circ}30'46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of $49^{\circ}21'16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of $111^{\circ}56'04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ}08'44''$ East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of $32^{\circ}44'26''$, an arc distance of 100.00 feet; thence South $71^{\circ}06'50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ}06'50''$ East; thence northerly along said curve, through a central angle of $30^{\circ}41'42''$, an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North $23^{\circ}07'24''$ East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South $66^{\circ}52'36''$ East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of $59^{\circ}15'10''$, an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING and containing 0.27 acres, more or less.

DPH:BFL

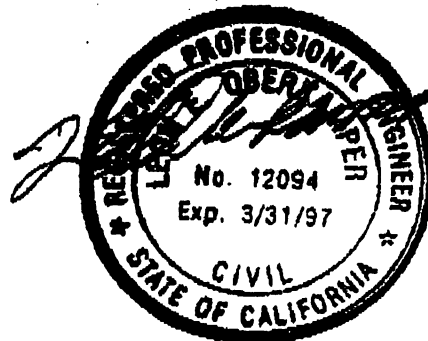


EXHIBIT C

LEGAL DESCRIPTION
PARCEL 3

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records, said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North $56^{\circ}52'57''$ East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of $222^{\circ}19'36''$, an arc distance of 176.90 feet; thence South $14^{\circ}33'21''$ West, 52.70 feet; thence South $36^{\circ}18'57''$ East, 43.88 feet; thence North $56^{\circ}52'57''$ East, 27.67 feet to the TRUE POINT OF BEGINNING and containing 0.19 acres, more or less.

DPH:BFL

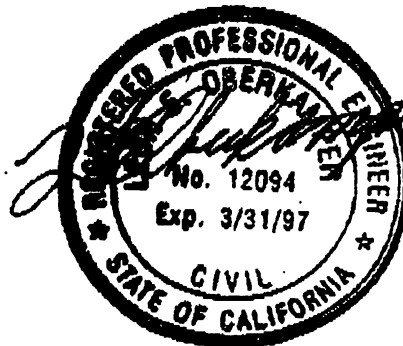


EXHIBIT D

LEGAL DESCRIPTION
PARCEL 4

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North $78^{\circ}33'04''$ East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of 8 O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL



SCHEDULE 1

RENT ROLL OR LIST OF LEASES

[TO BE INSERTED]

SADE DEVELOPMENT CO.
585 Pt. San Pedro Road
San Rafael, CA 94901

February 27, 1997

Mr. David Kenyon
Attorney at Law
750 Northgate Drive, Suite 302
San Rafael, CA 94903

Dear Mr. Kenyon:

Enclosed please find the rent roll for the month of March, 1997 for Marin Valley Mobile Country Club. This rent roll represents the income by item by tenant for this month.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Sade", written over a circular stamp or seal.

Paul Sade

RMM(ltken226)/jc

IRIN VALLEY M CC TERM FACTOR	#J41	1/15/97	2/13	PARK REFERENCE	Units	Charge	Spec Charges	Mar 1997			
RICHARD FISCH 1 SCENIC DR NOVATO CA 94949	J41001B 000000 YYY N	G1 E1 W	G E W	172 4935	236 5365	66 430	35.90 51.59	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	412.04	Total	523.05
DAPHNE NEVILLE 1 VIEW RIDGE DR NOVATO CA 94949	J41001F 000000 YYY N	G1 E1 W	G E W	6273 37831	6440 38053	172 222	111.37 25.77	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	580.52	Total	741.18
JANET SMITH 1 FALLEN LEAF WY CAREexp=06/01/97 06/01/97	J41001J 000000 YYY N	G1 E1 W	G E W	812 12617	849 13010	38 393	17.14 39.51	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	412.04	Total	492.21
FRED/BATHON DESSERT 1 CLUB VIEW DR NOVATO CA 94949	J41001K 000000 YYY N	G1 E1 W	G E W	5187 11550	5289 11842	105 292	63.67 33.90	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	412.04	Total	533.13
A CASPER/P WHEATLEY 2 WILD OAK DR NOVATO CA 94949	J41002D 000000 YYY N	G1 E1 W	G E W	3514 8233	3599 8575	87 342	50.85 39.85	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	400.38	Total	514.63
WOODROW ROBARGE 2 VIEW RIDGE DR NOVATO CA 94949	J41002F 000000 YYY N	G1 E1 W	G E W	362 35749	441 36209	81 460	46.58 55.59	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	617.72	Total	743.41
BARBARA BROCK 2 FALLEN LEAF WY NOVATO CA 94949	J41002J 000000 YYY N	G1 E1 W	G E W	6828 8899	6920 9110	94 211	55.84 24.49	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	412.04	Total	515.89
KAY BROWN 3 MARIN VIEW DR NOVATO CA 94949	J41003C 000000 YYY N	G1 E1 W	G E W	9468 32794	9526 33027	60 233	31.79 27.05	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	354.84	Total	437.29
RONALD STENZEL 3 WILD OAK DR NOVATO CA 94949	J41003D 000000 YYY N	G1 E1 W	G E W	3446 7873	3550 8533	107 560	65.09 82.27	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	400.38	Total	571.23
JLANNETTE PARFITT 3 MEADOW VIEW DR NOVATO CA 94949	J41003E 000000 YYY N	G1 E1 W	G E W	9844 9963	9884 10124	41 161	21.77 18.69	RECYCLE TRASH SEWER	0.25 10.95 12.32		
								Rent	412.07	Total	476.30

UNIT	UNIT NO	UNIT TYPE	UNIT STATUS	START DATE	END DATE	UNITS	CHARGES	RECYCLE	TRASH	SEWER	RENT	TOTAL		
JOHN/LIN AMBROSIA	J41003F	G1	G	8342	8435	96	57.26	0.25						
3 VIEW RIDGE DR	000000	E1	E	568	869	301	34.94	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	478.80	Total	594.58
LEE WHITE	J41003J	G1	G	1842	1923	83	48.01	0.25						
3 FALLEN LEAF WY	000000	E1	E	8583	8764	181	21.02	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	412.04	Total	504.58
NICK/KATHY DELANG	J41003K	G1	G	3780	3906	129	80.76	0.25						
3 CLUB VIEW DR	000000	E1	E	9284	9832	548	67.33	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	434.27	Total	605.88
HOMER GREENE	J41004B	G1	G	3045	3077	33	14.91	0.25						
4 SCENIC DR	000000	E1	E	5205	5356	151	14.85	10.95						
CAREexp=06/01/97 06/01/97	YYY	N	W					12.32						
											Rent	400.38	Total	453.66
ELOISE SIMPSON	J41004C	G1	G	2500	2515	15	8.06	0.25						
4 MARIN VIEW DR	000000	E1	E	41865	42101	236	27.40	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	400.38	Total	459.38
ARLAYNE DONNAN	J41004D	G1	G	71	122	52	27.58	0.25						
4 WILD OAK DR	000000	E1	E	6479	6873	394	46.79	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	412.04	Total	509.93
MARIE B STEFANONI	J41004E	G1	G	4296	4307	11	5.95	0.25						
4 MEADOW VIEW DR	000000	E1	E	5642	5744	102	11.84	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
								15.00			Rent	400.38	Total	456.55
LILLIAN PHILLIPS	J41004F	G1	G	907	1052	149	95.00	0.25						
4 VIEW RIDGE DR	000000	E1	E	10284	10805	521	63.73	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	467.41	Total	649.66
EDNA HOOFNAGLE	J41004J	G1	G	4907	5007	103	62.25	0.25						
4 FALLEN LEAF WY	000000	E1	E	4606	4856	250	29.02	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	388.72	Total	503.87
VIRGINIA MORALES	J41005B	G1	G	8257	8288	32	17.03	0.25						
3 SCENIC DR	000000	E1	E	2220	2319	99	11.49	10.95						
NOVATO CA 94949	YYY	N	W					12.32						
											Rent	355.54	Total	407.52

EMMA DORR 5 MARIN VIEW DR NOVATO CA 94949	J41005C 000000 YYY N	G1 E1 W	G E W	8312 1810	8366 1957	55 147	29.16 17.07	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 377.11	Total 446.8
GEORGE/MARJORIE IRVIN 5 WILD OAK DR NOVATO CA 94949	J41005D 000000 YYY N	G1 E1 W	G E W	1357 5892	1532 6186	169 294	109.24 34.13	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 459.90	Total 626.7
DICK/MARGE RUGGIERO 5 MEADOW VIEW DR NOVATO CA 94949	J41005E 000000 YYY N	G1 E1 W	G E W	4413 8031	4526 8406	116 375	71.50 44.26	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 400.38	Total 539.6
DOROTHY GILMOUR 5 VIEW RIDGE DR NOVATO CA 94949	J41005F 000000 YYY N	G1 E1 W	G E W	1212 6543	1316 7057	107 514	65.09 62.79	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80	Total 630.20
DR RAY/LAURIE PICHE 5 FALLEN LEAF WY NOVATO CA 94949	J41005J 000000 YYY N	G1 E1 W	G E W	2157 10118	2212 10602	56 484	29.68 58.80	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 499.63	Total 611.60
WILLIAM HANSEN 5 CLUB VIEW DR NOVATO CA 94949	J41005K 000000 YYY N	G1 E1 W	G E W	4013 10584	4087 10948	76 364	43.02 42.78	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00	Rent 510.88	Total 635.20
CLAUDINE WOEBER 5 SCENIC DR NOVATO CA 94949	J41006B 000000 YYY N	G1 E1 W	G E W	2347 11439	2417 12317	72 878	40.17 111.36	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.20	Total 653.25
VIRGINIA ROCHE 5 MARIN VIEW DR NOVATO CA 94949	J41006C 000000 YYY N	G1 E1 W	G E W	8255 9018	8370 9342	118 324	72.93 37.61	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 400.38	Total 534.44
LONGFELLOW 5 WILD OAK DR NOVATO CA 94949	J41006D 000000 YYY N	G1 E1 W	G E W	973 5513	973 5693	180	0.15 20.90	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 377.11	Total 421.68
LOTTE PERRONE 5 MEADOW VIEW DR AREexp=06/01/97 06/01/97	J41006E 000000 YYY N	G1 E1 W	G E W	6086 3656	6086 3656		0.15 4.05	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 481.99	Total 483.13

Credit -26.58 Rent 481.99 Total 483.13

PROPERTY	UNIT	TYPE	STATUS	1/15/97	2/13	UNITS	CHARGES	SPEC	CHARGES	RENT	TOTAL
FRED/RANDI COLLINS 5 VIEW RIDGE DR JOVATO CA 94949	J41006F	G1	G	9704	9824	123	76.49	RECYCLE	0.25		
	000000	E1	E	60709	61478	769	96.81	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	478.80
										Total	675.62
BARBARA WARD 5 FALLEN LEAF WY CAREexp=06/01/97 06/01/97	J41006J	G1	G	1492	1562	72	34.08	RECYCLE	0.25		
	000000	E1	E	58084	58359	275	27.04	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	388.72
										Total	473.36
FRANCE BOWDEN 7 MARIN VIEW DR JOVATO CA 94949	J41007C	G1	G	1758	1835	79	45.16	RECYCLE	0.25		
	000000	E1	E	8122	8293	171	19.85	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	366.49
										Total	455.22
JEWEL BARKOW 7 WILD OAK DR CAREexp=06/01/97 06/01/97	J41007D	G1	G	851	936	87	43.14	RECYCLE	0.25		
	000000	E1	E	5350	5510	160	15.73	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	358.98
										Total	441.37
MARGUERITE/ANGELA FRAY 7 MEADOW VIEW DR JOVATO CA 94949	J41007E	G1	G	2819	2906	89	52.28	RECYCLE	0.25		
	000000	E1	E	10824	11320	496	60.40	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	464.80
										Total	601.00
PAULA BUCKINGHAM 7 VIEW RIDGE DR JOVATO CA 94949	J41007F	G1	G	5051	5121	72	40.17	RECYCLE	0.25		
	000000	E1	E	2938	3344	406	48.39	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	641.92
										Total	754.00
MAUDE MILLER 7 FALLEN LEAF WY CAREexp=06/01/97 06/01/97	J41007J	G1	G	422	452	31	14.01	RECYCLE	0.25		
	000000	E1	E	99857	142	285	28.02	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	412.04
										Total	477.59
VICTORIA ALLISON 7 CLUB VIEW DR JOVATO CA 94949	J41007K	G1	G	9016	9150	138	87.17	RECYCLE	0.25		
	000000	E1	E	14633	14948	315	36.57	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	412.04
										Total	559.30
PRIL LIND 7 SCENIC DR JOVATO CA 94949	J41008B	G1	G	5428	5489	63	33.77	RECYCLE	0.25		
	000000	E1	E	3920	4137	217	25.19	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	400.38
										Total	482.86
DANIFER 7 WILD OAK DR JOVATO CA 94949	J41008D	G1	G	3352	3432	82	47.29	RECYCLE	0.25		
	000000	E1	E	5402	5927	525	64.27	TRASH	10.95		
	YYY	N	W					SEWER	12.32		
										Rent	412.04
										Total	547.12

ARIN VALLEY M CC HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units	Char	Spec	Charges	Mar 1997
TOM HASKINS 8 MEADOW VIEW DR NOVATO CA 94949	J41008E	G1 G	664	785	124	77.20	RECYCLE	0.25		
	000000	E1 E	9801	10256	455	54.93	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	412.04	Total	567.6
TED MCCARTHY 8 VIEW RIDGE DR NOVATO CA 94949	J41008F	G1 G	2861	2920	61	32.34	RECYCLE	0.25		
	000000	E1 E	13954	14272	308	35.75	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	478.80	Total	570.4
MARIAN JENSEN 8 FALLEN LEAF WY NOVATO CA 94949	J41008J	G1 G	2660	2732	74	41.60	RECYCLE	0.25		
	000000	E1 E	11010	11172	162	18.80	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	412.04	Total	495.90
RAYMOND/IMOGENE TODD 9 SCENIC DR NOVATO CA 94949	J41009B	G1 G	4478	4552	76	43.02	RECYCLE	0.25		
	000000	E1 E	5704	6031	327	37.97	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	388.72	Total	493.20
CAROL ONCINA 9 MARIN VIEW DR NOVATO CA 94949	J41009C	G1 G	9581	9641	62	33.05	RECYCLE	0.25		
	000000	E1 E	27096	27341	245	28.44	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	471.12	Total	556.10
JANET YAGER 9 WILD OAK DR CAREexp=06/01/97 06/01/97	J41009D	G1 G	1008	1026	18	8.20	RECYCLE	0.25		
	000000	E1 E	5940	6307	367	36.57	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	475.01	Total	543.30
BARBARA BROWN 3 MEADOW VIEW DR NOVATO CA 94949	J41009E	G1 G	1734	1907	75	42.31	RECYCLE	0.25		
	000000	E1 E	1713	2086	373	43.98	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	475.01	Total	584.80
PAT GOODWIN 9 VIEW RIDGE DR NOVATO CA 94949	J41009F	G1 G	4214	4294	82	47.29	RECYCLE	0.25		
	000000	E1 E	27334	27685	351	41.05	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	478.80	Total	590.60
BARRY/KAY ALTAMIRANO 3 FALLEN LEAF WY NOVATO CA 94949	J41009J	G1 G	7064	7151	89	52.28	RECYCLE	0.25		
	000000	E1 E	82820	83162	342	39.85	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	482.06	Total	597.71
ARLENE FREEMAN 3 CLUB VIEW DR NOVATO CA 94949	J41009K	G1 G	3986	4067	83	48.01	RECYCLE	0.25		
	000000	E1 E	4594	4881	287	33.32	TRASH	10.95		
	YYY N	W					SEWER	12.32		
							Rent	412.04	Total	516.89

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units Charr	Spec Charges	Mar 1997	
HELEN HALLGREN	J41010B	G1	G	1403	1513	113	69.37	RECYCLE	0.25
10 SCENIC DR	000000	E1	E	13361	13837	476	57.73	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	562.66
ALICE ABBOTT	J41010E	G1	G	2946	3018	74	35.29	RECYCLE	0.25
10 MEADOW VIEW DR	000000	E1	E	5628	5817	189	18.58	TRASH	10.95
CAREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32
								Rent	366.49
								Total	443.88
STUB/MARIAN PILOTTE	J41010F	G1	G	4130	4200	72	40.17	RECYCLE	0.25
10 VIEW RIDGE DR	000000	E1	E	5277	5674	397	47.19	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	478.80
								Total	604.68
LEN/ROBERTA URQUHART	J41010J	G1	G	5372	5469	100	60.11	RECYCLE	0.25
10 FALLEN LEAF WY	000000	E1	E	11835	12356	521	63.73	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	559.40
ANA HIRSCH	J41010K	G1	G	1951	2015	66	35.90	RECYCLE	0.25
10 CLUB VIEW DR	000000	E1	E	5889	6040	151	17.53	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	377.11
								Total	454.06
BRIAN DOHERTY	J41011E	G1	G	354	394	41	21.77	RECYCLE	0.25
1 MEADOW VIEW DR	000000	E1	E	6742	6921	179	20.78	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Credit	-0.79
								Rent	400.38
								Total	465.66
IRGINIA MORGAN	J41011F	G1	G	8185	8288	106	64.38	RECYCLE	0.25
1 VIEW RIDGE DR	000000	E1	E	4065	4321	256	29.72	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	478.80
								Total	596.42
ALISON BLAUER	J41011J	G1	G	770	826	58	30.74	RECYCLE	0.25
1 FALLEN LEAF WY	000000	E1	E	11025	11398	373	43.98	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	510.28
DONALD/ELEANOR MELLEN	J41011K	G1	G	5444	5530	88	51.57	RECYCLE	0.25
1 CLUB VIEW DR	000000	E1	E	10945	11297	352	41.18	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	528.31
LEN BOYCE	J41012B	G1	G	1115	1191	78	44.45	RECYCLE	0.25
10 SCENIC DR	000000	E1	E	4917	5240	323	37.49	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	517.50

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units Charge	Spec Charges	Mar 1997	
ED BURDICK	J41012C	G1	G	4708	4785	79	45.16	RECYCLE	0.25
12 MARIN VIEW DR	000000	E1	E	10657	10920	263	30.53	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	412.04
								Total	526.25
FRANCES MARDEN	J41012E	G1	G	1173	1247	76	43.02	RECYCLE	0.25
12 MEADOW VIEW DR	000000	E1	E	8306	8417	111	12.88	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	358.98
								Total	438.40
KEVIN BRAY	J41012F	G1	G	9845	9956	114	70.08	RECYCLE	0.25
12 VIEW RIDGE DR	000000	E1	E	10172	10447	275	31.93	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	591.96
								Total	717.45
JACK/ANN MENGEL	J41012J	G1	G	9354	9449	98	49.78	RECYCLE	0.25
12 FALLEN LEAF WY	000000	E1	E	10161	10443	282	27.73	TRASH	10.95
CAREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	513.07
KEITH ETHEL KIRK	J41013C	G1	G	6707	6758	52	27.58	RECYCLE	0.25
13 MARIN VIEW DR	000000	E1	E	13047	13527	480	58.27	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	471.47
								Total	580.84
NORM/MARY LOU LANE	J41013E	G1	G	3873	3942	71	39.46	RECYCLE	0.25
13 MEADOW VIEW DR	000000	E1	E	46279	46949	670	83.61	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	400.38
								Total	546.97
CHARLES/BETTY KOENIG	J41013F	G1	G	6928	7021	96	57.26	RECYCLE	0.25
13 VIEW RIDGE DR	000000	E1	E	4372	4872	500	60.93	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	478.80
								Total	620.51
JEE DEE MEYERSON	J41013J	G1	G	1102	1132	31	16.50	RECYCLE	0.25
13 FALLEN LEAF WY	000000	E1	E	14476	14749	273	31.69	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	483.75
JACK/KIPPY TYRRELL	J41013K	G1	G	5113	5194	83	48.01	RECYCLE	0.25
13 CLUB VIEW DR	000000	E1	E	10997	11537	540	66.27	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	549.84
MAXINE CHANEY	J41014A	G1	G	6810	6853	44	23.36	RECYCLE	0.25
14 MARIN VALLEY DR	000000	E1	E	6046	6304	258	29.95	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.59
								Total	534.42

ARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	HERM FACTOR	1.0270	Units Char	Spec Charges			
BILL/JEAN ALLEN	J41014B	G1	G	4739	4829	92	54.41	RECYCLE	0.25			
14 SCENIC DR	000000	E1	E	11978	11978		4.76	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								RV STOR	15.00			
								Rent	400.38	Total	498.21	
RAQUEL BARRY	J41014C	G1	G	6508	6591	85	49.43	RECYCLE	0.25			
14 MARIN VIEW DR	000000	E1	E	6419	6956	537	65.87	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	412.04	Total	550.86	
CATHERINE CARPINO	J41014E	G1	G	6300	6346	47	24.94	RECYCLE	0.25			
14 MEADOW VIEW DR	000000	E1	E	16555	16725	170	19.73	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	388.72	Total	456.93	
CAROLYN FINDLEY	J41014F	G1	G	2920	2974	55	29.16	RECYCLE	0.25			
14 VIEW RIDGE DR	000000	E1	E	10103	10498	395	46.92	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	478.80	Total	578.40	
ROSE CAVINO	J41014J	G1	G	5766	5795	30	15.97	RECYCLE	0.25			
14 FALLEN LEAF WY	000000	E1	E	21282	21961	679	84.81	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	354.84	Total	479.14	
DICK/SHIRLEY SCOTT	J41014K	G1	G	7410	7459	50	26.52	RECYCLE	0.25			
14 CLUB VIEW DR	000000	E1	E	12421	12725	304	35.29	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	388.72	Total	474.25	
DICK/BETTY BOSCH	J41015A	G1	G	2212	2271	61	32.34	RECYCLE	0.25			
15 MARIN VALLEY DR	000000	E1	E	39016	39476	460	55.59	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	478.80	Total	590.25	
BARBARA LEVEY	J41015B	G1	G	2536	2599	65	34.43	RECYCLE	0.25			
15 SCENIC DR	000000	E1	E	7420	7717	297	34.48	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	485.95	Total	578.38	
JOSEPH/ANNE O'GORMAN	J41015C	G1	G	6172	6266	97	57.97	RECYCLE	0.25			
15 MARIN VIEW DR	000000	E1	E	8260	8504	244	28.33	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	472.23	Total	582.25	
LILICE HEFFERNAN	J41015E	G1	G	1622	1683	63	33.77	RECYCLE	0.25			
15 MEADOW VIEW DR	000000	E1	E	90082	90362	280	32.51	TRASH	10.95			
NOVATO CA 94949	YYY	N	W					SEWER	12.32			
								Rent	400.38	Total	490.18	

CORA LUCHETTI 17 MARIN VIEW DR NOVATO CA 94949	J41017C G1 G 000000 E1 E YYY N W	9077 9154 20424 20861	79 45.16 437 52.53	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 354.84	Total 476.05
MICHAEL KARASIK 17 VIEW RIDGE DR NOVATO CA 94949	J41017F G1 G 000000 E1 E YYY N W	5986 6119 6606 7003	137 86.45 397 47.19	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80	Total 635.96
CREMILDE FRANCO 17 FALLEN LEAF WY NOVATO CA 94949	J41017J G1 G 000000 E1 E YYY N W	7370 7430 10956 11307	62 33.05 351 41.05	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 509.66
MARJORIE BAWDEN 17 CLUB VIEW DR NOVATO CA 94949	J41017K G1 G 000000 E1 E YYY N W	1801 1864 11312 11635	65 35.19 323 37.49	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 508.24
BETTYJO NORTON 18 MARIN VALLEY DR NOVATO CA 94949	J41018A G1 G 000000 E1 E YYY N W	3587 3732 96021 96469	149 95.00 448 53.99	RECYCLE TRASH SEWER	0.25 10.95 12.32	Pre bal 0.30 Rent 457.59	Total 630.40
HILDA SILVER 18 SCENIC DR NOVATO CA 94949	J41018B G1 G 000000 E1 E YYY N W	1544 1604 3653 3880	62 33.05 227 26.36	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 400.38	Total 483.31
CHET/DOROTHY WILLETT 18 MARIN VIEW DR NOVATO CA 94949	J41018C G1 G 000000 E1 E YYY N W	8966 9092 13047 13460	129 80.76 413 49.32	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 565.64
LANE NAVE 18 VIEW RIDGE DR NOVATO CA 94949	J41018F G1 G 000000 E1 E YYY N W	992 1055 11885 12157	65 35.19 272 31.57	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80	Total 569.08
WALTER/EMILY FADEFF 18 FALLEN LEAF WY NOVATO CA 94949	J41018J G1 G 000000 E1 E YYY N W	3905 3970 10374 10603	67 36.61 229 26.59	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 498.76
YVON WILLIAMS 18 CLUB VIEW DR NOVATO CA 94949	J41018K G1 G 000000 E1 E YYY N W	1224 1292 4819 5185	70 38.75 366 43.05	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 388.72	Total 494.04

IN VALLEY M.D.C.	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	RM FACTOR	1.0270	Units	Charr	Spec	Charges		
DANIEL/CAROL SEBASTIAN	J41019A	G1	G	8931	8992	63	33.77	RECYCLE	0.25				
3 MARIN VALLEY DR	000000	E1	E	4531	4907	376	44.39	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	540.33	Total	642.01		
DOREEN SAWYER	J41019B	G1	G	4521	4623	105	63.67	RECYCLE	0.25				
3 SCENIC DR	000000	E1	E	8304	8611	307	35.64	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								RV STOR	15.00				
								Rent	400.38	Total	538.21		
PAUL BRUNER	J41019C	G1	G	9723	9787	66	35.90	RECYCLE	0.25				
3 MARIN VIEW DR	000000	E1	E	60340	60572	232	26.94	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	377.11	Total	463.47		
GERALDINE RICH	J41019J	G1	G	798	858	62	33.05	RECYCLE	0.25				
3 FALLEN LEAF WY	000000	E1	E	4661	4920	259	30.07	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	412.04	Total	498.68		
DETA LORENZEN	J41019K	G1	G	2896	3039	147	93.57	RECYCLE	0.25				
3 CLUB VIEW DR	000000	E1	E	3120	3453	333	38.66	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	473.28	Total	629.03		
HANK/BETTY LISTMAN	J41020A	G1	G	8363	8437	76	43.02	RECYCLE	0.25				
3 MARIN VALLEY DR	000000	E1	E	53663	54212	549	67.47	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	457.59	Total	591.60		
FRY SCHWAB	J41020B	G1	G	9261	9316	56	25.19	RECYCLE	0.25				
3 SCENIC DR	000000	E1	E	5744	6163	419	42.45	TRASH	10.95				
REexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32				
								Rent	400.38	Total	491.54		
BARBARA TERHORST	J41020E	G1	G	1640	1723	85	49.43	RECYCLE	0.25				
3 MEADOW VIEW DR	000000	E1	E	12817	13281	464	56.12	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	400.38	Total	529.45		
SLEY/JANET PAGE	J41020J	G1	G	5415	5488	75	42.31	RECYCLE	0.25				
3 FALLEN LEAF WY	000000	E1	E	11325	11934	609	75.47	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	446.50	Total	587.80		
BARBARA BARBAS	J41020K	G1	G	533	595	64	34.48	RECYCLE	0.25				
3 CLUB VIEW DR	000000	E1	E	2775	3014	239	27.75	TRASH	10.95				
AVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	482.89	Total	558.64		

THERM FACTOR		1.0270	Units Charr		Spec Charges		Mar 1997			
M/MURIEL ANNETTE 21 MARIN VALLEY DR NOVATO CA 94949	J41021A 000000 YYY N	G1 E1 W	G E W	8710 86623 8826 87216	119 593	73.64 73.34	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	457.59	Total	628.09
MS FIL CORNELL 21 SCENIC DR NOVATO CA 94949	J41021B 000000 YYY N	G1 E1 W	G E W	1637 3463 1724 3757	89 294	52.28 34.13	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	388.72	Total	498.65
MOGENS SCHOW 21 VIEW RIDGE DR NOVATO CA 94949	J41021F 000000 YYY N	G1 E1 W	G E W	6583 6299 6674 6545	93 246	55.13 28.56	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	641.91	Total	749.12
TRUDIE/LISA FORD/TIM HART 21 CLUB VIEW DR NOVATO CA 94949	J41021K 000000 YYY N	G1 E1 W	G E W	349 7786 449 8483	103 697	62.25 87.21	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	412.04	Total	574.07
FRED/KATHLEEN DARGIE 22 MARIN VALLEY DR NOVATO CA 94949	J41022A 000000 YYY N	G1 E1 W	G E W	6699 32581 6774 33033	77 452	43.73 54.53	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	570.49	Total	692.27
ELLEN PETERSON 22 MEADOW VIEW DR NOVATO CA 94949	J41022E 000000 YYY N	G1 E1 W	G E W	4689 12482 4774 13017	87 535	50.85 65.60	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	400.38	Total	540.35
JOHANNA LONGFELLOW 23 VIEW RIDGE DR NOVATO CA 94949	J41022F 000000 YYY N	G1 E1 W	G E W	126 38260 253 39002	130 742	81.47 93.22	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	641.91	Total	840.12
ANN MERRIFIELD 22 CLUB VIEW DR NOVATO CA 94949	J41022K 000000 YYY N	G1 E1 W	G E W	7847 7317 7880 7475	34 158	18.08 18.34	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	377.57	Total	437.51
HARRY/KAY HOWARD 23 MARIN VALLEY DR NOVATO CA 94949	J41023A 000000 YYY N	G1 E1 W	G E W	2287 5122 2351 5475	66 353	35.90 41.32	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	457.59	Total	558.33
DR. D COWEN 23 SCENIC DR NOVATO CA 94949	J41023B 000000 YYY N	G1 E1 W	G E W	6239 6611 6290 7007	52 396	27.58 47.06	RECYCLE TRASH SEWER	0.25 10.95 12.32		
							Rent	354.84	Total	453.00

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units	Charr	Spec	Charges	Mar 1997
JESSIE ZIMMER	J41023F	G1	G	3165	3237	74	41.60	RECYCLE	0.25	
23 VIEW RIDGE DR	000000	E1	E	6697	6962	265	30.76	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	478.80	Total 574.68
JAMES/MINNIE GARRETT	J41023K	G1	G	5632	5741	112	68.65	RECYCLE	0.25	
23 CLUB VIEW DR	000000	E1	E	7803	8222	419	50.12	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 554.33
MARY LOU HAYNE	J41024A	G1	G	497	564	69	38.04	RECYCLE	0.25	
24 MARIN VALLEY DR	000000	E1	E	37380	37706	326	37.85	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	547.46	Total 646.87
EARL/ELISABETH V SMITH	J41024E	G1	G	770	806	37	19.66	RECYCLE	0.25	
24 MEADOW VIEW DR	000000	E1	E	10371	10651	280	32.51	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	469.17	Total 544.86
ROBERT/PHYLLIS TELDER	J41024F	G1	G	8482	8555	75	42.31	RECYCLE	0.25	
24 VIEW RIDGE DR	000000	E1	E	8194	8584	390	46.26	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								RV STOR	15.00	
								Rent	478.80	Total 605.89
CAMILLA/HONOR GRIFFIN	J41025A	G1	G	8079	8093	14	7.53	RECYCLE	0.25	
25 MARIN VALLEY DR	000000	E1	E	2845	3110	265	30.76	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Credit	-0.04	Rent 497.44 Total 559.21
ANNI GOODMAN	J41025B	G1	G	4966	5030	66	35.90			
25 SCENIC DR	000000	E1	E	75800	75886	86	9.99			
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	354.84	Total 413.05
CHARLES GUILDER	J41026A	G1	G	3833	3931	101	60.82	RECYCLE	0.25	
26 MARIN VALLEY DR	000000	E1	E	38246	38765	519	63.46	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	457.59	Total 605.39
BUD/ERMA FARRELLY	J41026E	G1	G	3721	3773	53	28.10	RECYCLE	0.25	
26 MEADOW VIEW DR	000000	E1	E	12235	12442	207	24.03	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	400.08	Total 475.73
SHARLEY FORREST	J41027A	G1	G	3343	3418	77	43.73	RECYCLE	0.25	
27 MARIN VALLEY DR	000000	E1	E	89349	89567	218	25.30	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	423.68	Total 516.23

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units Charge	Spec Charges	Mar 1997	
NANCY WURZ	J41027B	G1	G	1116	1171	56	29.68	RECYCLE	0.25
27 SCENIC DR	000000	E1	E	43208	43467	259	30.07	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	410.69
								Total	493.96
YRALICE PEREA	J41028A	G1	G	6020	6119	102	61.53	RECYCLE	0.25
28 MARIN VALLEY DR	000000	E1	E	49489	49748	259	30.07	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	491.22
				Pre bal	24.17			Total	630.51
JOHN/JILL DONHOFF	J41028K	G1	G	7148	7235	89	52.28	RECYCLE	0.25
28 CLUB VIEW DR	000000	E1	E	13612	13966	354	41.45	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	529.29
RUTH BLITMAN	J41029A	G1	G	1799	1846	48	25.47	RECYCLE	0.25
29 MARIN VALLEY DR	000000	E1	E	1102	1510	408	48.65	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	456.66
								Total	554.30
MARJORIE WALKER	J41029B	G1	G	7072	7181	112	58.23	RECYCLE	0.25
29 SCENIC DR	000000	E1	E	1540	1783	243	23.89	TRASH	10.95
CAREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32
								Rent	393.22
								Total	498.86
RICHARD/ANABEL LEFRANCOIS	J41029K	G1	G	5780	5840	62	33.05	RECYCLE	0.25
29 CLUB VIEW DR	000000	E1	E	10179	10457	278	32.28	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	500.89
LORENCE ZITSCH	J41030A	G1	G	8489	8531	43	22.83	RECYCLE	0.25
30 MARIN VALLEY DR	000000	E1	E	20029	20226	197	22.87	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	481.26
BURTON/DORIS VREELAND	J41030K	G1	G	800	958	162	104.25	RECYCLE	0.25
30 CLUB VIEW DR	000000	E1	E	11696	11913	217	25.19	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	565.00
LIZABETH FARRELL	J41031A	G1	G	6359	6490	135	85.03	RECYCLE	0.25
31 MARIN VALLEY DR	000000	E1	E	9126	9294	168	19.50	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.59
								Total	585.64
JIM SMITH	J41031K	G1	G	2830	2895	67	36.61	RECYCLE	0.25
31 CLUB VIEW DR	000000	E1	E	9200	9505	305	35.41	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	507.58

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units	Charr	Spec	Charges	Mar 1997
BILL KIRKPATRICK	J41032A	G1	G	5761	5828	69	38.04	RECYCLE	0.25	
32 MARIN VALLEY DR	000000	E1	E	73039	73345	306	35.52	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 509.10
JACK/JEANETTE CRUZ	J41033A	G1	G	6756	6873	120	74.35	RECYCLE	0.25	
33 MARIN VALLEY DR	000000	E1	E	11675	12237	562	69.20	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	494.30	Total 661.30
WM GEERY	J41033B	G1	G	8578	8590	12	6.48	RECYCLE	0.25	
33 SCENIC DR	000000	E1	E	6813	6848	35	4.77	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
				Pre bal	460.57			Rent	396.02	Total 891.30
GEORGE/GERTRUDE BARLAS	J41033K	G1	G	2723	2814	93	55.13	RECYCLE	0.25	
33 CLUB VIEW DR	000000	E1	E	9890	10272	392	46.52	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 537.21
JACK/VIRGINIA CHANCE	J41034A	G1	G	4395	4440	46	24.41	RECYCLE	0.25	
34 MARIN VALLEY DR	000000	E1	E	39705	40025	320	37.14	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	457.59	Total 542.66
ALICE CLARK	J41034K	G1	G	9020	9075	56	29.68	RECYCLE	0.25	
34 CLUB VIEW DR	000000	E1	E	6392	6621	229	26.59	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 491.83
GEORGE PARSONS	J41035A	G1	G	3707	3806	102	61.53	RECYCLE	0.25	
35 MARIN VALLEY DR	000000	E1	E	10617	10835	218	25.30	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 522.39
LISE GIANE	J41035B	G1	G	918	991	75	42.31	RECYCLE	0.25	
35 SCENIC DR	000000	E1	E	4577	4806	229	26.59	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	366.49	Total 458.91
VIVIAN ZANOTTI	J41035K	G1	G	2214	2323	112	68.65	RECYCLE	0.25	
35 CLUB VIEW DR	000000	E1	E	24847	25165	318	36.91	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 541.12
ELLEN/ROSEMARY SWETT	J41036A	G1	G	3185	3263	80	45.87	RECYCLE	0.25	
36 MARIN VALLEY DR	000000	E1	E	58447	58968	521	63.73	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	467.41	Total 530.53

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK CHARG	Units Charg	Spec Charges	Mar 1997
HERB/SANDY THIEME 36 CLUB VIEW DR NOVATO CA 94949	J41036K 000000 YYY N	G1 E1 W	G E W	737 12785 917 13450	185 665	120.63 82.94	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	412.04	Total	639.17				
VERNON DORR 37 MARIN VALLEY DR NOVATO CA 94949	J41037A 000000 YYY N	G1 E1 W	G E W	630 9690 688 10215	60 525	31.79 64.27	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	412.04	Total	531.68				
MAXINE CALNON 37 SCENIC DR NOVATO CA 94949	J41037B 000000 YYY N	G1 E1 W	G E W	9067 9550 9148 9944	83 394	48.01 46.79	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
	Rent	366.49	Total	499.81				
PAULA PAUL 37 CLUB VIEW DR NOVATO CA 94949	J41037K 000000 YYY N	G1 E1 W	G E W	9786 9703 9828 10116	43 413	22.83 49.32	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	412.04	Total	507.71				
VIDA GREMMINGER 38 MARIN VALLEY DR NOVATO CA 94949	J41038A 000000 YYY N	G1 E1 W	G E W	764 32849 894 33242	134 393	84.32 46.66	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	457.09	Total	611.59				
D CHERNE 39 MARIN VALLEY DR NOVATO CA 94949	J41039A 000000 YYY N	G1 E1 W	G E W	4223 9844 4284 10218	63 374	33.77 44.12	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	457.09	Total	558.50				
DALE HANSEN 39 SCENIC DR NOVATO CA 94949	J41039B 000000 YYY N	G1 E1 W	G E W	9193 6162 9220 6255	28 93	14.92 10.80	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
	Rent	433.59	Total	497.83				
B SCHUMACHER 39 CLUB VIEW DR NOVATO CA 94949	J41039K 000000 YYY N	G1 E1 W	G E W	1436 2014 1446 2085	10 71	5.42 8.24	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	412.04	Total	449.22				
JOHN/FRANCES LACOUR 40 MARIN VALLEY DR NOVATO CA 94949	J41040A 000000 YYY N	G1 E1 W	G E W	7303 6160 7400 6496	100 336	60.11 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	457.09	Total	579.77				
DRINNE NEIGER 40 CLUB VIEW DR NOVATO CA 94949	J41040K 000000 YYY N	G1 E1 W	G E W	3177 10091 3238 10294	63 203	33.77 23.57	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Rent	412.04	Total	492.90				

MARKIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	HERM FACTOR	1.0270	Units Char	Spec Charges			
ROBERT/MILDRED LOLLUCK 41 MARIN VALLEY DR NOVATO CA 94949	J41041A 000000 YYY N	G1 E1 N	G E W	2033 2102 71 17011 17385 374	39.46 44.12	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	457.09	Total 564.10
DEE CAMPBELL 41 SCENIC DR CAREexp=06/01/97 06/01/97	J41041B 000000 YYY N	G1 E1 N	G E W	4801 4847 47 80454 80619 165	21.17 16.22	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	366.49	Total 427.40
GERALD STJOVITE 41 CLUB VIEW DR NOVATO CA 94949	J41041K 000000 YYY N	G1 E1 N	G E W	5444 5519 77 3405 3751 346	43.73 40.39	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00			Rent	490.20	Total 612.84
LESLYE MCCONNELL 42 MARIN VALLEY DR NOVATO CA 94949	J41042A 000000 YYY N	G1 E1 N	G E W	5249 5325 78 44823 45160 337	44.45 39.19	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	457.09	Total 564.25
BILL/DOROTHY HALL 43 MARIN VALLEY DR NOVATO CA 94949	J41043A 000000 YYY N	G1 E1 N	G E W	3232 3261 30 14230 14514 284	15.97 32.97	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00			Rent	423.68	Total 511.14
DOROTHY BROWN 43 SCENIC DR NOVATO CA 94949	J41043B 000000 YYY N	G1 E1 N	G E W	237 244 7 95015 95133 118	3.84 13.70	RECYCLE TRASH SEWER	0.25 10.95 12.32			Credit -24.31	Rent 377.11	Total 393.86
JOHN BOES 43 CLUB VIEW DR NOVATO CA 94949	J41043K 000000 YYY N	G1 E1 N	G E W	4225 4332 110 4481 4814 333	67.23 38.66	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	412.04	Total 541.45
ALIZ DELFINO 44 CLUB VIEW DR NOVATO CA 94949	J41044K 000000 YYY N	G1 E1 N	G E W	7619 7707 90 45646 45911 265	52.99 30.76	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	412.04	Total 519.31
WILLIAM/DOROTHY CROZIER 5 MARIN VALLEY DR NOVATO CA 94949	J41045A 000000 YYY N	G1 E1 N	G E W	3331 3383 53 12051 12504 453	28.10 54.66	RECYCLE TRASH SEWER	0.25 10.95 12.32			Rent	457.09	Total 563.37
MURGE OSBORNE 5 SCENIC DR NOVATO CA 94949	J41045B 000000 YYY N	G1 E1 N	G E W	4421 4534 116 6787 7056 269	71.50 31.22	RECYCLE TRASH SEWER	0.25 10.95 12.32			Credit -28.62	Rent 423.68	Total 521.30

TERM FACTOR	1.0270					Units Charge	Spec Charges		
ED/PAT BOOTH	J41045K	G1	G	2077	2140	65	35.1	RECYCLE	0.25
45 CLUB VIEW DR	000000	E1	E	12903	13250	347	40.52	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	511.27
MERIAN BROWN	J41046A	G1	G	2163	2239	78	44.45	RECYCLE	0.25
46 MARIN VALLEY DR	000000	E1	E	22200	22405	205	23.80	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	547.46
								Total	639.23
ALBERT/PATRICIA LINDBECK	J41047A	G1	G	7285	7427	146	92.86	RECYCLE	0.25
47 MARIN VALLEY DR	000000	E1	E	83038	83428	390	46.26	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	529.74
								Total	692.38
ROBERT/BARBARA KIMBERLING	J41047K	G1	G	860	945	87	50.85	RECYCLE	0.25
47 CLUB VIEW DR	000000	E1	E	10806	11428	622	77.20	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	464.24
								Total	615.81
MORRINNE PRITCHARD	J41048K	G1	G	9895	21	129	80.76	RECYCLE	0.25
48 CLUB VIEW DR	000000	E1	E	9125	9420	295	34.25	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	550.57
HARLES/FERNE MITTEN	J41049A	G1	G	6786	6899	116	71.50	RECYCLE	0.25
49 MARIN VALLEY DR	000000	E1	E	53128	53551	423	50.65	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.09
								Total	602.76
DEBEN/FRANCES SCKOLOVSKY	J41049K	G1	G	5100	5147	48	25.47	RECYCLE	0.25
49 CLUB VIEW DR	000000	E1	E	4478	4652	174	20.19	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Credit	-2.47
								Rent	490.34
								Total	557.05
YNN HASHIYAMA	J41051A	G1	G	9692	9698	6	3.31	RECYCLE	0.25
1 MARIN VALLEY DR	000000	E1	E	9161	9215	54	6.27	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.09
								Total	490.19
AROLD WESTBY	J41051K	G1	G	2911	2975	66	35.90	RECYCLE	0.25
1 CLUB VIEW DR	000000	E1	E	2796	3093	297	34.48	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	456.33
								Total	550.23
TENCOURT/L BOURQUIN	J41052K	G1	G	4187	4267	82	47.29	RECYCLE	0.25
2 CLUB VIEW DR	000000	E1	E	4937	5251	314	36.45	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	485.90
								Total	608.16

Customer Name	Address	Account	Category	Code	Units	Charge	Spec	Charges	Rent	Total
JEANNE CURRIE	53 MARIN VALLEY DR NOVATO CA 94949	J41053A	G1	G	4528	4601	75	42.51	RECYCLE	0.25
		000000	E1	E	11582	12042	460	55.59	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	455.65
									Total	577.00
BARBAR VONFRANK	53 CLUB VIEW DR NOVATO CA 94949	J41053K	G1	G	3673	3766	96	57.26	RECYCLE	0.25
		000000	E1	E	12145	12638	493	60.00	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	412.04
									Total	552.80
W KEENER	54 CLUB VIEW DR NOVATO CA 94949	J41054K	G1	G	4192	4233	42	22.30	RECYCLE	0.25
		000000	E1	E	11488	11701	213	24.72	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	412.04
									Total	482.50
LUCIE FRYE	55 MARIN VALLEY DR NOVATO CA 94949	J41055A	G1	G	6442	6531	91	53.70	RECYCLE	0.25
		000000	E1	E	6623	7092	469	56.79	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	441.69
									Total	575.70
DIETER/SIGI DONKE	55 CLUB VIEW DR NOVATO CA 94949	J41055K	G1	G	7428	7546	121	75.06	RECYCLE	0.25
		000000	E1	E	9441	9672	231	26.82	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	412.04
									Total	537.44
WIRSKY/S FREEDMAN	56 CLUB VIEW DR NOVATO CA 94949	J41056K	G1	G	669	804	139	87.88	RECYCLE	0.25
		000000	E1	E	5408	6240	832	105.23	TRASH	10.95
		YYY	N	W					SEWER	12.32
									GAS FEB	91.77
									Rent	412.04
									Total	720.44
RAYMOND/MARIE HARRINGTON	57 MARIN VALLEY DR NOVATO CA 94949	J41057A	G1	G	6057	6235	183	119.21	RECYCLE	0.25
		000000	E1	E	6392	6813	421	50.39	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	457.09
									Total	650.21
ROBERT/ELLEN SEBRING	57 CLUB VIEW DR NOVATO CA 94949	J41057K	G1	G	1493	1604	114	70.08	RECYCLE	0.25
		000000	E1	E	8037	8502	465	56.26	TRASH	10.95
		YYY	N	W					SEWER	12.32
									Rent	412.04
									Total	561.90
BARBARA MCDONOUGH	58 CLUB VIEW DR NOVATO CA 94949	J41058K	G1	G	2885	2896	11	5.95		
		000000	E1	E	10202	10291	89	10.33		
		YYY	N	W					SEWER	12.32
									Rent	412.04
									Total	440.64
PAUL DOUGAN	9 MARIN VALLEY DR NOVATO CA 94949	J41059A	G1	G	813	856	44	23.36	RECYCLE	0.25
		000000	E1	E	45860	46138	278	32.28	TRASH	10.95
		YYY	N	W					SEWER	12.32
									RV STOR	15.00
									Rent	457.09
									Total	551.25

ERM FACTOR	1.0270					Units Charge	Spec Charges		
DNA MACLEOD	J41059K	G1	G	1852	1911	61	32.34	RECYCLE	0.25
9 CLUB VIEW DR	000000	E1	E	12903	13299	396	47.06	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	514.96
OBERT/SHIRLEY PIEL	J41060K	G1	G	2673	2762	91	53.70	RECYCLE	0.25
0 CLUB VIEW DR	000000	E1	E	6623	7003	380	44.92	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	482.89
								Total	605.03
INNA GLASSOW	J41061A	G1	G	9151	9291	144	91.44	RECYCLE	0.25
1 MARIN VALLEY DR	000000	E1	E	47514	47934	420	50.25	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	530.83
								Total	696.04
JNIE POSE	J41061K	G1	G	6994	7086	94	55.84	RECYCLE	0.25
1 CLUB VIEW DR	000000	E1	E	29052	29470	418	49.99	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	412.04
								Total	556.39
SHIRLEY RIGGS	J41062K	G1	G	8434	8540	109	66.52	RECYCLE	0.25
2 CLUB VIEW DR	000000	E1	E	14256	14696	440	52.93	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	555.01
M. KATHY HARAIS	J41063A	G1	G	7680	7876	201	132.02	RECYCLE	0.25
3 MARIN VALLEY DR	000000	E1	E	8252	9259	1007	128.57	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	45.00
								Rent	457.09
								Total	786.20
RONALD BECKER	J41064K	G1	G	2809	2878	71	39.46	RECYCLE	0.25
4 CLUB VIEW DR	000000	E1	E	4786	4975	189	21.94	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	354.84
								Total	439.76
GENE/MARIA EVANS	J41065A	G1	G	3259	3317	60	31.79	RECYCLE	0.25
5 MARIN VALLEY DR	000000	E1	E	2746	3010	264	30.64	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.09
								Total	543.04
FRED SCOTT	J41067A	G1	G	3304	3402	101	60.82	RECYCLE	0.25
6 MARIN VALLEY DR	000000	E1	E	6880	7115	235	27.28	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	466.61
								Total	578.23
S FREY	J41069A	G1	G	879	942	65	35.19	RECYCLE	0.25
7 MARIN VALLEY DR	000000	E1	E	10897	11060	163	18.92	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	503.55
								Total	596.18

IMA MYERS 71 MARIN VALLEY DR NOVATO CA 94949	J41071A G1 G 000000 E1 E YYY N W	8607 8717 12614 13075	113 69.37 461 55.72	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 457.59	Total 606.20
MARGE HERR 100 SUNRISE LN NOVATO CA 94949	J41100G G1 G 000000 E1 E YYY N W	9317 9376 17589 17866	61 32.34 277 32.16	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 500.00
C FISCHER/T MARELICH 101 MARIN VALLEY DR NOVATO CA 94949	J41101A G1 G 000000 E1 E YYY N W	1648 1811 12119 12964	167 107.81 845 106.96	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00	Rent 466.89	Total 720.18
BOB DAVIS 101 SUNRISE LN NOVATO CA 94949	J41101G G1 G 000000 E1 E YYY N W	8284 8433 29310 29729	153 97.85 419 50.12	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 583.53
JEAN PACELLI 101 PANORAMA DR NOVATO CA 94949	J41101H G1 G 000000 E1 E YYY N W	2868 2925 74205 74346	59 31.27 141 16.37	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 457.59	Total 528.75
GEORGE HASIK 102 SUNRISE LN NOVATO CA 94949	J41102G G1 G 000000 E1 E YYY N W	7659 7715 15085 15261	58 30.74 176 20.44	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 388.72	Total 463.42
Laura DILLENBURG 103 MARIN VALLEY DR CAREexp=06/01/97 06/01/97	J41103A G1 G 000000 E1 E YYY N W	1542 1612 7742 7823	72 34.08 81 7.97	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 477.61
MARILYN WITT 103 PANORAMA DR NOVATO CA 94949	J41103H G1 G 000000 E1 E YYY N W	2175 2237 2557 3411	64 34.48 854 108.16	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.20	Total 644.36
JILLIAM FRYER 104 SUNRISE LN NOVATO CA 94949	J41104G G1 G 000000 E1 E YYY N W	4103 4210 2862 3057	110 67.23 195 22.64	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 525.43
ANDREW SUNDBORG 104 PANORAMA DR NOVATO CA 94949	J41104H G1 G 000000 E1 E YYY N W	8779 8888 9232 9657	112 68.65 425 50.93	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 457.59	Total 600.69

HERM FACTOR	1.0270					Units Charge	Spec Charges		
EVA MADSEN	J41105A	G1	G	7912	7972	62	33.00	RECYCLE	0.25
105 MARIN VALLEY DR	000000	E1	E	82342	82759	417	49.85	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	388.72
								Total	510.14
ANN PARKER	J41105H	G1	G	3497	3590	96	57.26	RECYCLE	0.25
105 PANORAMA DR	000000	E1	E	9558	9791	233	27.05	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	446.60
								Total	554.40
JOSEPH QUIGG	J41106G	G1	G	5791	5887	99	59.40	RECYCLE	0.25
106 SUNRISE LN	000000	E1	E	96023	96308	285	33.09	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Pre bal	79.26
								Rent	426.08
								Total	621.35
NATHAN/NOBUKO GIANI	J41106H	G1	G	7390	7435	46	24.41	RECYCLE	0.25
106 PANORAMA DR	000000	E1	E	7448	7654	206	23.91	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Pre bal	41.15
								Rent	478.36
								Total	591.35
GRABOWSKI	J41107A	G1	G	5637	5735	101	60.82	RECYCLE	0.25
107 MARIN VALLEY DR	000000	E1	E	5419	5659	240	27.86	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.59
								Total	569.75
RUTH/STEVIE ROSENTHAL	J41107G	G1	G	5577	5723	150	95.71	RECYCLE	0.25
107 SUNRISE LN	000000	E1	E	87709	88346	637	79.21	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	610.48
MARGARET BOYDEN	J41107H	G1	G	7130	7231	104	62.96	RECYCLE	0.25
107 PANORAMA DR	000000	E1	E	8410	8942	532	65.20	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.42
								Total	564.10
J ADCOCK	J41108G	G1	G	889	952	65	35.19	RECYCLE	0.25
108 SUNRISE LN	000000	E1	E	25185	25490	305	35.41	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	506.16
VELVILLE WRIGHT	J41108H	G1	G	2636	2760	127	79.33	RECYCLE	0.25
108 PANORAMA DR	000000	E1	E	10490	10994	504	61.46	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	576.35
JAY FRUMMER	J41109A	G1	G	8487	8548	63	33.77	RECYCLE	0.25
109 MARIN VALLEY DR	000000	E1	E	5480	5788	308	35.75	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	388.72
								Total	481.75

ELMER ORNER 09 PANORAMA DR OVATO CA 94949	J41109H G1 G 000000 E1 E YYY N W	4272 4389 120 74.35	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 434.27			Total 568.82
RAY ANDERSON 10 SUNRISE LN OVATO CA 94949	J41110G G1 G 000000 E1 E YYY N W	3698 3778 82 47.29 29349 29672 323 37.49	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 433.96			Total 542.26
GREENOUGH 10 PANORAMA DR OVATO CA 94949	J41110H G1 G 000000 E1 E YYY N W	9110 9189 81 46.58 41210 41586 376 44.39	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 457.59			Total 572.08
ATHLEE CRARY 11 MARIN VALLEY DR OVATO CA 94949	J41111A G1 G 000000 E1 E YYY N W	1131 1175 45 23.88 4224 4408 184 21.36	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 446.72			Total 515.48
LAWRENCE/MAXINE BEYER 11 SUNRISE LN OVATO CA 94949	J41111G G1 G 000000 E1 E YYY N W	6063 6202 143 90.73 7935 8363 428 51.33	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 426.08			Total 591.66
LEN FOSTER-JR 11 PANORAMA DR OVATO CA 94949	J41111H G1 G 000000 E1 E YYY N W	3460 3544 86 50.14 74527 74858 331 38.43	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 412.04			Total 524.13
LIZIE DONOVAN 12 SUNRISE LN OVATO CA 94949	J41112G G1 G 000000 E1 E YYY N W	6766 6837 73 40.89 96352 96648 296 34.36	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 412.04			Total 510.81
LADYS HUGO 13 MARIN VALLEY DR OVATO CA 94949	J41113A G1 G 000000 E1 E YYY N W	6078 6090 12 6.48 5735 5784 49 5.69	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 388.72			Total 424.41
L/JOY RAMIREZ 13 PANORAMA DR OVATO CA 94949	J41113H G1 G 000000 E1 E YYY N W	4568 4730 166 107.10 9382 9730 348 40.65	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 412.04			Total 583.31
LARA KLYCE 14 SUNRISE LN OVATO CA 94949	J41114G G1 G 000000 E1 E YYY N W	4783 4891 111 67.94 829 1113 284 32.97	RECYCLE 0.25 TRASH 10.95 SEWER 12.32
Rent 416.02			Total 540.45

JOAN SILVERMAN 15 MARIN VALLEY DR NOVATO CA 94949	J41115A G1 G 000000 E1 E YYY N W	4416 4502 88 2478 2675 197	51.57 22.87	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.08 Total 576.04
BETTE KLOPF 15 SUNRISE LN NOVATO CA 94949	J41115G G1 G 000000 E1 E YYY N W	5784 5848 66 93675 93870 195	30.46 19.17	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 426.08 Total 499.23
PAULINE JENKINS 15 PANORAMA DR NOVATO CA 94949	J41115H G1 G 000000 E1 E YYY N W	4195 4318 126 12563 12902 339	78.62 39.45	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 457.59 Total 599.18
NUD DYBY 16 SUNRISE LN NOVATO CA 94949	J41116G G1 G 000000 E1 E YYY N W	6416 6491 77 97939 98289 350	43.73 40.92	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 476.62 Total 584.79
MASTERS 17 MARIN VALLEY DR NOVATO CA 94949	J41117A G1 G 000000 E1 E YYY N W	9003 9085 84 3509 3759 250	48.72 29.02	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 399.32 Total 500.58
JOHN GARDINER 17 PANORAMA DR NOVATO CA 94949	J41117H G1 G 000000 E1 E YYY N W	168 264 99 3395 3783 388	59.40 45.99	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 485.45 Total 614.36
JOHN/HELEN GATHINGS 18 MARIN VALLEY DR NOVATO CA 94949	J41118A G1 G 000000 E1 E YYY N W	4170 4248 80 8261 8577 316	45.87 36.68	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 399.32 Total 505.39
WILBEN EDGAR 18 SUNRISE LN NOVATO CA 94949	J41118G G1 G 000000 E1 E YYY N W	7735 7779 45 39306 39649 343	23.88 39.99	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 531.06 Total 618.45
FRANCIS CANTY 19 MARIN VALLEY DR NOVATO CA 94949	J41119A G1 G 000000 E1 E YYY N W	3527 3641 117 10467 10812 345	72.21 40.25	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 399.32 Total 535.30
JOHN RYAN 19 PANORAMA DR NOVATO CA 94949	J41119H G1 G 000000 E1 E YYY N W	1483 1520 38 8446 8592 146	20.19 16.95	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80 Total 539.46

RODREY CRONIN 20 MARIN VALLEY DR NOVATO CA 94949	J41120A G1 G 000000 E1 E YYY N W	6921 6985 10538 10681	66 35.90 143 16.60	RECYCLE TRASH SEWER	0.25 10.95 12.32				
	Pre bal	0.17		Rent	399.32	Total	475.51		
BERMINIA NETT 120 SUNRISE LN NOVATO CA 94949	J41120G G1 G 000000 E1 E YYY N W	5518 5590 7864 8200	74 41.60 336 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	505.58	Total	609.75		
PAT MOLSEED 21 MARIN VALLEY DR NOVATO CA 94949	J41121A G1 G 000000 E1 E YYY N W	5084 5196 886 1304	115 70.79 418 49.99	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	455.57	Total	599.87		
GEN/DORIS DAY 21 SUNRISE LN NOVATO CA 94949	J41121G G1 G 000000 E1 E YYY N W	401 529 91407 91743	131 82.18 336 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	482.06	Total	626.81		
ALTER/BEVERLY OBERHAUS 21 PANORAMA DR NOVATO CA 94949	J41121H G1 G 000000 E1 E YYY N W	7832 7912 5932 6308	82 47.29 376 44.39	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	412.04	Total	527.24		
IRIAM BONNER 22 MARIN VALLEY DR NOVATO CA 94949	J41122A G1 G 000000 E1 E YYY N W	4927 4927 2653 2760	0.15 107 12.42	RECYCLE TRASH SEWER	0.25 10.95 12.32				
			Credit -6.83	Rent	399.32	Total	428.58		
VA OLDS 22 SUNRISE LN NOVATO CA 94949	J41122G G1 G 000000 E1 E YYY N W	113 264 3154 3555	155 99.27 401 47.72	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	412.04	Total	582.55		
ACK TITOLO 23 MARIN VALLEY DR NOVATO CA 94949	J41123A G1 G 000000 E1 E YYY N W	7370 7470 6430 6700	103 62.25 270 31.34	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	399.32	Total	516.43		
HARLES/EDELL WITHROW 23 SUNRISE LN NOVATO CA 94949	J41123G G1 G 000000 E1 E YYY N W	6640 6744 60052 60476	107 65.09 424 50.79	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	412.04	Total	551.44		
SE CONROY 24 MARIN VALLEY DR NOVATO CA 94949	J41124A G1 G 000000 E1 E YYY N W	7115 7193 2091 2581	80 45.87 490 59.60	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	399.32	Total	528.31		

JOTTO/DOROTHY MERSMAN 124 SUNRISE LN NOVATO CA 94949	J41124G G1 G 000000 E1 E YYY N W	5330 5463 59633 60112	137 86.45 479 58.13	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	489.83	Total	657.93		
LOIS CATTEYSON 125 MARIN VALLEY DR NOVATO CA 94949	J41125A G1 G 000000 E1 E YYY N W	6478 6596 6113 6387	121 75.06 274 31.80	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	475.95	Total	606.33		
ANGIE WILLIAMS 125 SUNRISE LN NOVATO CA 94949	J41125G G1 G 000000 E1 E YYY N W	7738 7855 82742 83089	120 74.35 347 40.52	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	412.04	Total	550.43		
JLAF/THORA FAYE NORDSTROM 125 PANORAMA DR NOVATO CA 94949	J41125H G1 G 000000 E1 E YYY N W	7080 7238 12677 13216	162 104.25 539 66.13	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	446.60	Total	640.50		
ALBERT/VIOLET HUMPHRIES 126 MARIN VALLEY DR NOVATO CA 94949	J41126A G1 G 000000 E1 E YYY N W	7547 7630 9242 9621	85 49.43 379 44.79	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	399.32	Total	517.06		
BEATRICE BERSIE 127 MARIN VALLEY DR NOVATO CA 94949	J41127A G1 G 000000 E1 E YYY N W	827 896 4581 4701	71 39.46 120 13.93	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	366.45	Total	443.36		
LELAND BAUM 127 SUNRISE LN CAREexp=06/01/97 06/01/97	J41127G G1 G 000000 E1 E YYY N W	5373 5421 4438 4993	49 22.06 555 57.82	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	400.38	Total	503.78		
DAVID/LINDA JONES 127 PANORAMA DR NOVATO CA 94949	J41127H G1 G 000000 E1 E YYY N W	3040 3113 15179 15654	75 42.31 475 57.60	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	423.68	Total	547.11		
ANN GIBBS 128 MARIN VALLEY DR NOVATO CA 94949	J41128A G1 G 000000 E1 E YYY N W	6340 6457 11087 11605	120 74.35 518 63.33	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	399.32	Total	560.52		
BARBARINE MARTIN 128 PANORAMA DR NOVATO CA 94949	J41128H G1 G 000000 E1 E YYY N W	6954 6981 10162 10382	28 14.92 220 25.54	RECYCLE TRASH SEWER	0.25 10.95 12.32				
				Rent	377.11	Total	450.09		
		Pre bal	9.00						
				Rent	377.11	Total	450.09		

JOHNSON/P FLETCHER 129 MARIN VALLEY DR NOVATO CA 94949	J41129A 000000 YYY N	G1 E1 N	G E W	9687 8020	9758 8358	73 338	40.89 39.32	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 399.32	Total 503.05	
LAHR 129 PANORAMA DR NOVATO CA 94949	J41129H 000000 YYY N	G1 E1 N	G E W	3377 81347	3452 81647	77 300	43.73 34.83	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 514.12	
E/DIAZSILVETI 130 MARIN VALLEY DR NOVATO CA 94949	J41130A 000000 YYY N	G1 E1 N	G E W	568 5577	646 5812	80 235	45.87 27.28	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 388.72	Total 485.39	
PAT MILLER 130 SUNRISE LN NOVATO CA 94949	J41130G 000000 YYY N	G1 E1 N	G E W	273 6258	373 6561	103 303	62.25 35.17	RECYCLE TRASH SEWER	0.25 10.95 12.32	GAS FEB 51.19	Rent 412.04	Total 584.17
FRED ROGERS 130 PANORAMA DR NOVATO CA 94949	J41130H 000000 YYY N	G1 E1 N	G E W	6796 8189	6827 8452	32 263	17.03 30.53	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 377.11	Total 448.19	
SKRISKINE/E CEDRUM 131 MARIN VALLEY DR NOVATO CA 94949	J41131A 000000 YYY N	G1 E1 N	G E W	4966 92141	5072 92440	109 299	66.52 34.71	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 465.12	Total 589.87	
GEORGE/ELLEN SCHERBA 131 SUNRISE LN NOVATO CA 94949	J41131G 000000 YYY N	G1 E1 N	G E W	4425 13802	4514 14430	91 628	53.70 78.01	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 567.27	
SHIRLEY JOHNSON 131 PANORAMA DR NOVATO CA 94949	J41131H 000000 YYY N	G1 E1 N	G E W	4967 4158	4996 4268	30 110	15.97 12.77	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 446.60	Total 498.86	
VASSETTI 132 SUNRISE LN NOVATO CA 94949	J41132G 000000 YYY N	G1 E1 N	G E W	1475 14080	1567 14389	94 309	55.84 35.87	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 427.69	Total 542.92	
LU WILLIAMS 132 PANORAMA DR NOVATO CA 94949	J41132H 000000 YYY N	G1 E1 N	G E W	921 13146	1031 13655	113 509	69.37 62.13	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 423.68	Total 578.70	

						Units Charge		Spec Charges	
JAMES GREGORY/JAMES FRANK	J41133A	G1	G	8026	8119	96	57.26	RECYCLE	0.25
133 MARIN VALLEY DR	000000	E1	E	6318	7145	827	104.56	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	399.32
								Total	584.66
JAKE/MARGARET KLEBANOFF	J41133G	G1	G	3524	3623	102	61.53	RECYCLE	0.25
133 SUNRISE LN	000000	E1	E	3506	3742	236	27.40	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	524.49
JARREN/VIVIAN LUCE	J41133H	G1	G	6209	6307	101	60.82	RECYCLE	0.25
133 PANORAMA DR	000000	E1	E	41383	41745	362	42.52	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	485.95
								Total	612.81
JOROTHY GEIGER	J41134G	G1	G	7211	7282	73	40.89	RECYCLE	0.25
134 SUNRISE LN	000000	E1	E	11067	11274	207	24.03	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	500.48
BONNIE SMITH	J41135A	G1	G	1093	1144	52	27.58	RECYCLE	0.25
135 MARIN VALLEY DR	000000	E1	E	10778	11111	333	38.66	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Pre bal	0.97
								Rent	473.52
								Total	564.25
AL KRIZ	J41135G	G1	G	919	995	78	44.45	RECYCLE	0.25
135 SUNRISE LN	000000	E1	E	10131	10362	231	26.82	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	480.59
								Total	575.38
ALFRED/JACQUELINE GIANNI	J41135H	G1	G	6098	6184	88	51.57	RECYCLE	0.25
135 PANORAMA DR	000000	E1	E	89614	90410	796	100.42	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	479.91
								Total	655.42
PER KARMAN	J41137A	G1	G	7437	7541	107	65.09	RECYCLE	0.25
137 MARIN VALLEY DR	000000	E1	E	6533	6769	236	27.40	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	399.32
								Total	515.33
RON/JANE CORNETT	J41158A	G1	G	7329	7462	137	73.32	RECYCLE	0.25
158 MARIN VALLEY DR	000000	E1	E	8380	9242	862	92.53	TRASH	10.95
DATEexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32
								Rent	478.80
								Total	668.17
RA SCUMATE	J41160A	G1	G	7107	7344	243	161.93	RECYCLE	0.25
160 MARIN VALLEY DR	000000	E1	E	15029	15753	724	90.81	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	446.60
								Total	722.86

UNIT NO	UNIT TYPE	RENT	RECYCLE	TRASH	SEWER	TOTAL
ANET ROSS	J41162A G1	2962	3064	105	54.00	6127.55
52 MARIN VALLEY DR	E1	8560	8769	209	20.55	10.95
	M					12.32
AREXP=06/01/97 06/01/97	YYY	N				
DAN CHECKLEY	J41164A G1	3781	3860	81	46.58	641.89
64 MARIN VALLEY DR	E1	9764	10167	403	47.99	10.95
	M					12.32
DVATO CA 94949	YYY	N				
IRGINIA BARRY	J41170A G1	4872	4982	113	69.37	508.95
70 MARIN VALLEY DR	E1	6331	6682	351	41.05	10.95
	M					12.32
DVATO CA 94949	YYY	N				
PROTHY HOLLIS	J41171A G1	3278	3369	93	55.13	591.53
71 MARIN VALLEY DR	E1	5064	5261	197	22.87	10.95
	M					12.32
DVATO CA 94949	YYY	N				
EN/VIRGINIA HAXTON	J41172A G1	4372	4456	86	50.14	501.90
72 MARIN VALLEY DR	E1	40761	41110	349	40.78	10.95
	M					12.32
DVATO CA 94949	YYY	N				
E HOLT	J41173A G1	4630	4703	75	42.31	650.29
73 MARIN VALLEY DR	E1	32297	32429	132	15.33	10.95
	M					12.32
DVATO CA 94949	YYY	N				
IRLEY HENRY	J41174A G1	3275	3368	96	48.57	504.84
74 MARIN VALLEY DR	E1	2866	3168	302	29.69	10.95
	M					12.32
REXP=06/01/97 06/01/97	YYY	N				
RBERT BRANN	J41175A G1	119	237	121	75.06	502.16
5 MARIN VALLEY DR	E1	13107	13613	506	61.73	10.95
	M					12.32
DVATO CA 94949	YYY	N				
SOMERS	J41176A G1	3051	3101	51	27.05	572.35
5 MARIN VALLEY DR	E1	6024	6185	161	18.69	10.95
	M					12.32
DVATO CA 94949	YYY	N				
Pre bal		0.25				
Rent		412.04				481.55
Total						

Customer Name	Address	Account No	Category	Code	Units	Charge	Spec	Charges	Rent	Total
LOIS BISHOP	177 MARIN VALLEY DR	J41177A	G1	G	9956	110	158	86.00	RECYCLE	0.25
CARE exp=06/01/97	000000	E1	E	7961	8333	372	37.13	TRASH	10.95	
	06/01/97	YYY	N	W				SEWER	12.32	
								Rent	412.04	Total 558.69
ELLIE EDGAR	178 MARIN VALLEY DR	J41178A	G1	G	1683	1762	81	46.58	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	8049	8251	202	23.45	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	423.68	Total 517.23
ELIZABETH TRIMBLE	179 MARIN VALLEY DR	J41179A	G1	G	4325	4393	70	38.75	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	11542	11930	388	45.99	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 520.30
LORRAINE HEALY	180 MARIN VALLEY DR	J41180A	G1	G	6084	6175	93	55.13	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	11346	11596	250	29.02	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								RV STOR	15.00	
								Rent	541.45	Total 664.12
ANN MCCORMICK	181 MARIN VALLEY DR	J41181A	G1	G	4114	4233	122	75.77	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	5782	5914	132	15.33	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	423.68	Total 538.30
JOHN KUBIK/C MCLEAN	182 MARIN VALLEY DR	J41182A	G1	G	2236	2273	38	20.19	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	4576	4910	334	38.79	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	448.62	Total 531.12
V LESLIE	183 MARIN VALLEY DR	J41183A	G1	G	4576	4718	146	92.86	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	831	1263	432	51.86	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								RV STOR	15.00	
								Rent	423.68	Total 606.92
CLAIR HUNTER	184 MARIN VALLEY DR	J41184A	G1	G	2410	2491	83	48.01	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	8015	8279	264	30.64	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 514.21
VIRGINIA MEZZERA	185 MARIN VALLEY DR	J41185A	G1	G	9552	9682	134	84.32	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	8080	8552	472	57.19	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 577.07
MCGRATH	186 MARIN VALLEY DR	J41186A	G1	G	1308	1351	44	23.36	RECYCLE	0.25
NOVATO CA 94949	000000	E1	E	9088	9310	222	25.77	TRASH	10.95	
	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 484.69

Customer Name	Address	City	Zip	Account	Category	Code	Units	Charge	Spec	Charges	Rent	Total	
S BÉDŇARZ	187 MARIN VALLEY DR	NOVATO CA	94949	J41187A	G1	G	1302	1356	55	29.00	SEWER	12.32	
				000000	E1	E	3784	4034	250	29.02	RV STOR	15.00	
				YYY	N	W					Rent	412.04	
												Total	497.54
LUELLA VOSS	188 MARIN VALLEY DR	NOVATO CA	94949	J41188A	G1	G	6069	6149	82	47.29	RECYCLE	0.25	
				000000	E1	E	87274	87543	269	31.22	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	400.38	
												Total	502.41
DENIS/EVA FAY	189 MARIN VALLEY DR	NOVATO CA	94949	J41189A	G1	G	2729	2794	67	36.61	RECYCLE	0.25	
				000000	E1	E	9400	9642	242	28.10	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	481.58	
												Total	569.81
ALFREDA BOND	190 MARIN VALLEY DR	CAREexp=06/01/97	06/01/97	J41190A	G1	G	7095	7116	22	9.99	RECYCLE	0.25	
				000000	E1	E	5722	6060	338	33.30	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	458.59	
												Total	525.40
JAL/MARIAN DECKER	191 MARIN VALLEY DR	NOVATO CA	94949	J41191A	G1	G	661	721	62	33.05	RECYCLE	0.25	
				000000	E1	E	6004	6701	697	87.21	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	433.72	
												Total	577.50
MILDRED MEGARITY	192 MARIN VALLEY DR	NOVATO CA	94949	J41192A	G1	G	6355	6427	74	41.60	RECYCLE	0.25	
				000000	E1	E	13919	14230	311	36.10	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	457.59	
												Total	558.81
JAY STEVENSON	193 MARIN VALLEY DR	NOVATO CA	94949	J41193A	G1	G	548	629	83	48.01	RECYCLE	0.25	
				000000	E1	E	4681	4980	299	34.71	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	509.20	
												Total	615.44
LUNE FLAHERTY	194 MARIN VALLEY DR	NOVATO CA	94949	J41194A	G1	G	2626	2738	115	70.79	RECYCLE	0.25	
				000000	E1	E	5183	5833	650	80.94	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	412.04	
												Total	587.29
MARY BOWMAN	195 MARIN VALLEY DR	NOVATO CA	94949	J41195A	G1	G	8830	8941	114	70.08	RECYCLE	0.25	
				000000	E1	E	1389	1941	552	67.87	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	412.04	
												Total	573.51
S HARAIS	196 MARIN VALLEY DR	NOVATO CA	94949	J41196A	G1	G	5771	5915	148	94.29	RECYCLE	0.25	
				000000	E1	E	8825	9237	412	49.19	TRASH	10.95	
				YYY	N	W					SEWER	12.32	
											Rent	486.14	
												Total	653.14

TERM FACTOR 1.0270

Units Charge

Spec Charges

SHARON RUCKI/BEN STREET	J41197A	G1	G	6331	6399	70	38.	RECYCLE	0.25		
197 MARIN VALLEY DRIVE	000000	E1	E	5606	6098	492	59.86	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								RV STOR	15.00		
								Rent	476.62	Total	613.75

BETH MARCUS	J41198A	G1	G	3669	3766	100	60.11	RECYCLE	0.25		
198 MARIN VALLEY DR	000000	E1	E	9843	10073	230	26.70	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	423.68	Total	534.01

RICHARD HULLVERSON	J41199A	G1	G	6952	7071	122	75.77	RECYCLE	0.25		
199 MARIN VALLEY DR	000000	E1	E	10103	10616	513	62.66	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	468.57	Total	630.52

PARK RECAP

BANK DEPOSITS

	\$	Adjustment	Final	Date	Amount
Billed	15,496.83				
Electric Billed	12,786.17				
Water Billed					
RECYCLE	77.50				
TRASH	3,383.55				
SEWER	3,856.16				
RV STORAGE	390.00				
SPEC CHG 5					
SPEC CHG 6					
SPEC CHG 7					
SPEC CHG 8					
Rent Billed	136,578.84				
Temporary Charge 1	142.96				
Temporary Charge 2					
This Month Billed	172,712.01				
Previous Balance	616.20				
Credits	96.69CR				
Net Carryover	519.51				
Total Receivables	173,231.52				
				TOTAL DEP.	
				+LossOfRent	
				+New PreBal	
				-New Credit	
				= New Total	

SCHEDULE 2

LIST OF LEASES IN DEFAULT

[TO BE INSERTED]

NONE

Recording Requested By:

JEFFREY A. WALTER, ESQ.

When Recorded, Return To:

JEFFREY A. WALTER, ESQ.

WALTER & PISTOLE

670 WEST NAPA ST., STE. "F"

SONOMA, CA 95476

ASSIGNMENT OF RENTAL AGREEMENTS

THIS ASSIGNMENT OF RENTAL AGREEMENTS is made as of March _____, 1997, by the Park Acquisition Corporation of the Marin Valley Mobile Country Club, a California non-profit mutual benefit corporation ("Assignor"), in favor of the Novato Financing Authority, a Joint Powers Authority duly organized and existing under the laws of the State of California ("Assignee"), with reference to the following facts:

A. Assignor is the owner of that certain land (the "Land") located in the City of Novato, County of Marin, State of California, more particularly described in Exhibit "A" hereto, and all rights, privileges and easements appurtenant to the Land (the "Appurtenances"), and all buildings and other improvements thereon (the "Improvements"). The Land, the Appurtenances, and the Improvements are hereinafter referred to collectively as the "Property". The Property is being conveyed to Assignee pursuant to a grant deed of even date herewith, executed by Assignor in favor of Assignee which is being recorded concurrently herewith.

B. Assignor, as owner of the Property, has an interest, as landlord, in the tenant leases of 313 mobilehome spaces on the land (the "Rental Agreements"), which are listed on Schedule 1 hereto, and an interest in certain prepaid rents and security deposits collected and held by Assignor to secure the performance of the duties and obligations of tenants under certain of the Rental Agreements (the "Security Deposits").

C. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Rental Agreements and the Security Deposits (also listed in Schedule 1).

NOW, THEREFORE, ASSIGNOR AGREES AS FOLLOWS:

1. Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Rental Agreements and the Security Deposits.

2. Assignor warrants and represents that:

(a) Schedule 1 hereto includes all of the Rental Agreements affecting the Property, Assignor has not executed or otherwise entered into any other leases, tenancies, occupancy agreements or other agreements with respect to rights affecting possession of the Property or any portion thereof, and there are no such agreements executed or otherwise entered into by any third party.

(b) The Rental Agreements are in full force and effect and there is no default on the part of the Assignor as landlord or on the part of any tenant, and there exists no condition that with the passage of time or the giving of notice or both which would constitute such a default, except any defaults reflected in Schedule 2 attached hereto and incorporated by this reference.

3. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs) relating to Assignor's obligations with respect to the Rental Agreements arising prior to the close of escrow of the conveyance described in Paragraph A, above.

4. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs) relating to Assignee's obligations with respect to the Rental Agreements arising after the close of escrow of the conveyance described in Paragraph A, above.

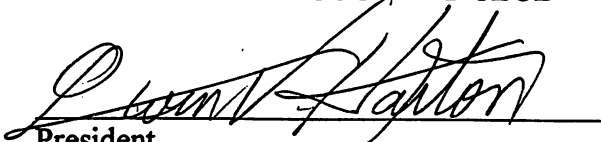
5. The obligations, representations and covenants contained herein shall survive the close of escrow.

6. The provisions of this Assignment of Rental Agreements shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Rental Agreements as of the date first set forth above.

ASSIGNOR:

THE PARK ACQUISITION
CORPORATION OF THE MARIN
VALLEY MOBILE COUNTRY CLUB




President



Secretary

ASSIGNEE:

NOVATO FINANCING AUTHORITY

By: 

Chairperson

By: 

Secretary

[ATTACH EXHIBITS AND SCHEDULES AND NOTARIAL ACKNOWLEDGMENTS]

EXHIBIT "A"

PROPERTY DESCRIPTION

[TO BE INSERTED]

SCHEDULE 1

RENT ROLL OR LIST OF LEASES

[TO BE INSERTED]

SADE DEVELOPMENT CO.
585 Pt. San Pedro Road
San Rafael, CA 94901

February 27, 1997

Mr. David Kenyon
Attorney at Law
750 Northgate Drive, Suite 302
San Rafael, CA 94903

Dear Mr. Kenyon:

Enclosed please find the rent roll for the month of March, 1997 for Marin Valley Mobile Country Club. This rent roll represents the income by item by tenant for this month.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Sade", written in a cursive style. The signature is positioned above the printed name "Paul Sade".

Paul Sade

RMM(ltken226)/jc

PRIN VALLEY M ^{CC} ERM FACTOR	#J41	1/15/97	2/13	PARK REFERENCE	Units Charge	Spec Charges	Mar 1997
RICHARD FISCH SCENIC DR NOVATO CA 94949	J41001B	G1	G	172 236	66 35.90	RECYCLE	0.25
	000000	E1	E	4935 5365	430 51.59	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	412.04 Total 523.05
APHNE NEVILLE VIEW RIDGE DR NOVATO CA 94949	J41001F	G1	G	6273 6440	172 111.37	RECYCLE	0.25
	000000	E1	E	37831 38053	222 25.77	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	580.52 Total 741.16
ANET SMITH FALLEN LEAF WY NOVATO CA 94949	J41001J	G1	G	812 849	38 17.14	RECYCLE	0.25
	000000	E1	E	12617 13010	393 39.51	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	412.04 Total 492.21
FRED/BATHON DESSERT CLUB VIEW DR NOVATO CA 94949	J41001K	G1	G	5187 5289	105 63.67	RECYCLE	0.25
	000000	E1	E	11550 11842	292 33.90	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	412.04 Total 533.13
CASPER/P WHEATLEY WILD OAK DR NOVATO CA 94949	J41002D	G1	G	3514 3599	87 50.85	RECYCLE	0.25
	000000	E1	E	8233 8575	342 39.85	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	400.38 Total 514.60
WOODROW ROBARGE VIEW RIDGE DR NOVATO CA 94949	J41002F	G1	G	362 441	81 46.58	RECYCLE	0.25
	000000	E1	E	35749 36209	460 55.59	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	617.72 Total 743.41
BARBARA BROCK FALLEN LEAF WY NOVATO CA 94949	J41002J	G1	G	6828 6920	94 55.84	RECYCLE	0.25
	000000	E1	E	8839 9110	211 24.49	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	412.04 Total 515.89
KAY BROWN MARIN VIEW DR NOVATO CA 94949	J41003C	G1	G	9468 9526	60 31.79	RECYCLE	0.25
	000000	E1	E	32794 33027	233 27.05	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	354.84 Total 437.26
RONALD STENZEL WILD OAK DR NOVATO CA 94949	J41003D	G1	G	3446 3550	107 65.09	RECYCLE	0.25
	000000	E1	E	7873 8533	560 82.27	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	400.38 Total 571.20
JEANNETTE PARFITT MEADOW VIEW DR NOVATO CA 94949	J41003E	G1	G	9844 9884	41 21.77	RECYCLE	0.25
	000000	E1	E	9963 10124	161 18.69	TRASH	10.95
	YYY	N	W			SEWER	12.32
						Rent	412.07 Total 476.30

MIRIN VALLEY M CC		#J41	1/15/97		2/13		PARK REFERENCE		Mar 1997	
TERM FACTOR		1.0270			Units Charged		Spec Charges			
JOHN/LIN AMBROSIA	J41003F	G1	G	8342	8435	96	57.26	RECYCLE	0.25	
3 VIEW RIDGE DR	000000	E1	E	568	869	301	34.94	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	478.80	Total 594.53
LEE WHITE	J41003J	G1	G	1842	1923	83	48.01	RECYCLE	0.25	
3 FALLEN LEAF WY	000000	E1	E	8583	8764	181	21.02	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 504.53
JACK/KATHY DELANG	J41003K	G1	G	3780	3906	129	80.76	RECYCLE	0.25	
3 CLUB VIEW DR	000000	E1	E	9284	9832	548	67.33	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	434.27	Total 605.88
ROMER GREENE	J41004B	G1	G	3045	3077	33	14.91	RECYCLE	0.25	
4 SCENIC DR	000000	E1	E	5205	5356	151	14.85	TRASH	10.95	
DATEexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32	
								Rent	400.38	Total 453.66
LOISE SIMPSON	J41004C	G1	G	2500	2515	15	8.06	RECYCLE	0.25	
4 MARIN VIEW DR	000000	E1	E	41865	42101	236	27.40	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	400.38	Total 459.38
MARLAYNE DONNAN	J41004D	G1	G	71	122	52	27.58	RECYCLE	0.25	
4 WILD OAK DR	000000	E1	E	6479	6873	394	46.79	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	412.04	Total 509.93
MARIE B STEFANONI	J41004E	G1	G	4296	4307	11	5.95	RECYCLE	0.25	
4 MEADOW VIEW DR	000000	E1	E	5642	5744	102	11.84	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								RV STOR	15.00	
								Rent	400.38	Total 456.59
MILLIAN PHILLIPS	J41004F	G1	G	907	1052	149	95.00	RECYCLE	0.25	
4 VIEW RIDGE DR	000000	E1	E	10284	10805	521	63.73	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	467.41	Total 649.66
MICHAEL HOOFNAGLE	J41004J	G1	G	4907	5007	103	62.25	RECYCLE	0.25	
4 FALLEN LEAF WY	000000	E1	E	4606	4856	250	29.02	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Pre bal	0.36	
								Rent	388.72	Total 503.87
MARGINIA MORALES	J41005B	G1	G	8257	8288	32	17.03	RECYCLE	0.25	
4 SCENIC DR	000000	E1	E	2220	2319	99	11.49	TRASH	10.95	
JOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	355.54	Total 407.52

PROPERTY	UNIT	TYPE	STATUS	1/15/97	2/13	3/11	Units Charge	Spec Charges	RENT	TOTAL	
EMMA DORR 5 MARIN VIEW DR NOVATO CA 94949	J41005C	G1	G	8312	8366	55	29.16	RECYCLE TRASH SEWER	0.25 10.95 12.32	377.11	446.80
Rent 377.11 Total 446.80											
GEORGE/MARJORIE IRVIN 5 WILD OAK DR NOVATO CA 94949	J41005D	G1	G	1357	1532	169	109.24	RECYCLE TRASH SEWER	0.25 10.95 12.32	459.90	626.70
Rent 459.90 Total 626.70											
DICK/MARGE RUGGIERO 5 MEADOW VIEW DR NOVATO CA 94949	J41005E	G1	G	4413	4526	116	71.50	RECYCLE TRASH SEWER	0.25 10.95 12.32	400.38	539.60
Rent 400.38 Total 539.60											
DOROTHY GILMOUR 5 VIEW RIDGE DR NOVATO CA 94949	J41005F	G1	G	1212	1316	107	65.09	RECYCLE TRASH SEWER	0.25 10.95 12.32	478.80	630.20
Rent 478.80 Total 630.20											
DR RAY/LAURIE PICHE 5 FALLEN LEAF WY NOVATO CA 94949	J41005J	G1	G	2157	2212	56	29.68	RECYCLE TRASH SEWER	0.25 10.95 12.32	499.63	611.63
Rent 499.63 Total 611.63											
WILLIAM HANSEN CLUB VIEW DR NOVATO CA 94949	J41005K	G1	G	4013	4087	76	43.02	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00	510.88	635.20
Rent 510.88 Total 635.20											
LAUDINE WOEBER SCENIC DR NOVATO CA 94949	J41006B	G1	G	2347	2417	72	40.17	RECYCLE TRASH SEWER	0.25 10.95 12.32	478.20	653.25
Rent 478.20 Total 653.25											
IRGINIA ROCHE MARIN VIEW DR NOVATO CA 94949	J41006C	G1	G	8255	8370	118	72.93	RECYCLE TRASH SEWER	0.25 10.95 12.32	400.38	534.44
Rent 400.38 Total 534.44											
LONGFELLOW WILD OAK DR NOVATO CA 94949	J41006D	G1	G	973	973		0.15	RECYCLE TRASH SEWER	0.25 10.95 12.32	377.11	421.68
Rent 377.11 Total 421.68											
LAURENCE PERRONE MEADOW VIEW DR PREexp=06/01/97 06/01/97	J41006E	G1	G	6086	6086		0.15	RECYCLE TRASH SEWER	0.25 10.95 12.32	481.99	483.13
Credit -26.58 Rent 481.99 Total 483.13											

NAME	ADDRESS	ZIP	UNIT	TYPE	DATE	AMOUNT	REMARKS	RENT	TOTAL
FRED/RANDI COLLINS	5 VIEW RIDGE DR NOVATO CA 94949	J41006F	G1	G	9704 9824	123 76.49	RECYCLE	0.25	
		000000	E1	E	60709 61478	769 96.81	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	478.80 Total 675.62
BARBARA WARD	5 FALLEN LEAF WY NOVATO CA 94949	J41006J	G1	G	1492 1562	72 34.08	RECYCLE	0.25	
		000000	E1	E	58084 58359	275 27.04	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	388.72 Total 473.36
FRANCE BOWDEN	7 MARIN VIEW DR NOVATO CA 94949	J41007C	G1	G	1758 1835	79 45.16	RECYCLE	0.25	
		000000	E1	E	8122 8293	171 19.85	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	366.49 Total 455.02
JEWEL BARKOW	7 WILD OAK DR NOVATO CA 94949	J41007D	G1	G	851 936	87 43.14	RECYCLE	0.25	
		000000	E1	E	5350 5510	160 15.73	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	358.98 Total 441.37
MARGUERITE/ANGELA FRAY	7 MEADOW VIEW DR NOVATO CA 94949	J41007E	G1	G	2819 2906	89 52.28	RECYCLE	0.25	
		000000	E1	E	10824 11320	496 60.40	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	454.80 Total 601.00
PAULA BUCKINGHAM	7 VIEW RIDGE DR NOVATO CA 94949	J41007F	G1	G	5051 5121	72 40.17	RECYCLE	0.25	
		000000	E1	E	2938 3344	406 48.39	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	641.92 Total 754.00
MAUDE MILLER	7 FALLEN LEAF WY NOVATO CA 94949	J41007J	G1	G	422 452	31 14.01	RECYCLE	0.25	
		000000	E1	E	99657 142	285 28.02	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	412.04 Total 477.59
VICTORIA ALLISON	7 CLUB VIEW DR NOVATO CA 94949	J41007K	G1	G	9016 9150	138 87.17	RECYCLE	0.25	
		000000	E1	E	14633 14948	315 36.57	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	412.04 Total 559.30
APRIL LIND	7 SCENIC DR NOVATO CA 94949	J41008B	G1	G	5428 5489	63 33.77	RECYCLE	0.25	
		000000	E1	E	3920 4137	217 25.19	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	400.38 Total 482.86
DANIFER	7 WILD OAK DR NOVATO CA 94949	J41008D	G1	G	3352 3432	82 47.29	RECYCLE	0.25	
		000000	E1	E	5402 5927	525 64.27	TRASH	10.95	
		YYY N		W			SEWER	12.32	
								Rent	412.04 Total 547.12

MARIN VALLEY M CC THERM FACTOR	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	Units Char	Spec Charges		
TOM HASKINS 8 MEADOW VIEW DR NOVATO CA 94949	J41008E	G1	G	664 785	124 77.20	RECYCLE	0.25		
	000000	E1	E	9801 10256	455 54.93	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	412.04	Total	567.6
TED MCCARTHY 8 VIEW RIDGE DR NOVATO CA 94949	J41008F	G1	G	2861 2920	61 32.34	RECYCLE	0.25		
	000000	E1	E	13954 14272	308 35.75	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	478.80	Total	570.4
MARIAN JENSEN 8 FALLEN LEAF WY NOVATO CA 94949	J41008J	G1	G	2660 2732	74 41.60	RECYCLE	0.25		
	000000	E1	E	11010 11172	162 18.80	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	412.04	Total	495.90
RAYMOND/IMOGENE TODD 9 SCENIC DR NOVATO CA 94949	J41009B	G1	G	4478 4552	76 43.02	RECYCLE	0.25		
	000000	E1	E	5704 6031	327 37.97	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	388.72	Total	493.20
CAROL ONCINA 9 MARIN VIEW DR NOVATO CA 94949	J41009C	G1	G	9581 9641	62 33.05	RECYCLE	0.25		
	000000	E1	E	27096 27341	245 28.44	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	471.12	Total	556.10
JANET YAGER 9 WILD OAK DR CAREexp=06/01/97 06/01/97	J41009D	G1	G	1008 1026	18 8.20	RECYCLE	0.25		
	000000	E1	E	5940 6307	367 36.57	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	475.01	Total	543.30
BARBARA BROWN 3 MEADOW VIEW DR NOVATO CA 94949	J41009E	G1	G	1734 1807	75 42.31	RECYCLE	0.25		
	000000	E1	E	1713 2086	373 43.98	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	475.01	Total	584.80
PAT GOODWIN 9 VIEW RIDGE DR NOVATO CA 94949	J41009F	G1	G	4214 4294	82 47.29	RECYCLE	0.25		
	000000	E1	E	27334 27685	351 41.05	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	478.80	Total	590.60
GARRY/KAY ALTAMIRANO 9 FALLEN LEAF WY NOVATO CA 94949	J41009J	G1	G	7064 7151	89 52.28	RECYCLE	0.25		
	000000	E1	E	82820 83162	342 39.85	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	482.06	Total	597.71
ARLENE FREEMAN 9 CLUB VIEW DR NOVATO CA 94949	J41009K	G1	G	3986 4067	83 48.01	RECYCLE	0.25		
	000000	E1	E	4594 4881	287 33.32	TRASH	10.95		
	YYY	N	W			SEWER	12.32		
						Rent	412.04	Total	516.80

OWNER	PROPERTY	UNIT	TYPE	1/15/97	2/13	UNITS	CHARGES	PARK REFERENCE	SPEC CHARGES	DATE
TERM FACTOR	1.0270	#J41								Mar 1997

HELEN HALLGREN	J41010B G1	G	1403	1513	113	69.37	RECYCLE	0.25		
10 SCENIC DR	000000 E1	E	13361	13837	476	57.73	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	412.04	Total	562.66
ALICE ABBOTT	J41010E G1	G	2946	3018	74	35.29	RECYCLE	0.25		
10 MEADOW VIEW DR	000000 E1	E	5628	5817	189	18.58	TRASH	10.95		
CAREexp=06/01/97 06/01/97	YYY N	W					SEWER	12.32		

							Rent	366.49	Total	443.88
STUB/MARIAN PILOTTE	J41010F G1	G	4130	4200	72	40.17	RECYCLE	0.25		
10 VIEW RIDGE DR	000000 E1	E	5277	5674	397	47.19	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							RV STOR	15.00		

							Rent	478.80	Total	604.68
LEN/ROBERTA URQUHART	J41010J G1	G	5372	5469	100	60.11	RECYCLE	0.25		
10 FALLEN LEAF WY	000000 E1	E	11835	12356	521	63.73	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	412.04	Total	559.40
ANA HIRSCH	J41010K G1	G	1951	2015	66	35.90	RECYCLE	0.25		
10 CLUB VIEW DR	000000 E1	E	5889	6040	151	17.53	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	377.11	Total	454.06
BRIAN DOHERTY	J41011E G1	G	354	394	41	21.77	RECYCLE	0.25		
1 MEADOW VIEW DR	000000 E1	E	6742	6921	179	20.78	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Credit	-0.79	Rent	400.38
									Total	465.66
IRGINIA MORGAN	J41011F G1	G	8185	8288	106	64.38	RECYCLE	0.25		
1 VIEW RIDGE DR	000000 E1	E	4065	4321	256	29.72	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	478.80	Total	596.42
LISON BLAUER	J41011J G1	G	770	826	58	30.74	RECYCLE	0.25		
1 FALLEN LEAF WY	000000 E1	E	11025	11398	373	43.98	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	412.04	Total	510.28
ONALD/ELEANOR MELLEN	J41011K G1	G	5444	5530	88	51.57	RECYCLE	0.25		
1 CLUB VIEW DR	000000 E1	E	10945	11297	352	41.18	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	412.04	Total	528.31
LEN BOYCE	J41012B G1	G	1115	1191	78	44.45	RECYCLE	0.25		
10 SCENIC DR	000000 E1	E	4917	5240	323	37.49	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		

							Rent	412.04	Total	517.50

ARIN VALLEY M CC HERM FACTOR	#J41	1/15/97	2/13	PARK REFERENCE	Units Charge	Spec Charges	Mar 1997
ED BURDICK 12 MARIN VIEW DR NOVATO CA 94949	J41012C 000000 YYY N	G1 E1 W	G E W	4708 4785 10657 10920	79 45.16 263 30.53	RECYCLE 0.25 TRASH 10.95 SEWER 12.32 RV STOR 15.00	Rent 412.04 Total 526.29
FRANCES MARDEN 12 MEADOW VIEW DR NOVATO CA 94949	J41012E 000000 YYY N	G1 E1 W	G E W	1173 1247 8306 8417	76 43.08 111 12.88	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 358.98 Total 438.46
KEVIN BRAY 12 VIEW RIDGE DR NOVATO CA 94949	J41012F 000000 YYY N	G1 E1 W	G E W	9845 9956 10172 10447	114 70.08 275 31.93	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 591.96 Total 717.49
JACK/ANN MENGEL 12 FALLEN LEAF WY CAREexp=06/01/97 06/01/97	J41012J 000000 YYY N	G1 E1 W	G E W	9354 9449 10161 10443	98 49.78 282 27.73	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 412.04 Total 513.07
KEITH ETHEL KIRK 13 MARIN VIEW DR NOVATO CA 94949	J41013C 000000 YYY N	G1 E1 W	G E W	6707 6758 13047 13527	52 27.58 480 58.27	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 471.47 Total 580.84
NORM/MARY LOU LANE 13 MEADOW VIEW DR NOVATO CA 94949	J41013E 000000 YYY N	G1 E1 W	G E W	3873 3942 46279 46949	71 39.46 670 83.61	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 400.38 Total 546.97
CHARLES/BETTY KOENIG 13 VIEW RIDGE DR NOVATO CA 94949	J41013F 000000 YYY N	G1 E1 W	G E W	5928 7021 4372 4872	96 57.26 500 60.93	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 478.80 Total 620.51
DEE DEE MEYERSON 13 FALLEN LEAF WY NOVATO CA 94949	J41013J 000000 YYY N	G1 E1 W	G E W	1102 1132 14476 14749	31 16.50 273 31.69	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 412.04 Total 483.75
JACK/KIPPY TYRRELL 13 CLUB VIEW DR NOVATO CA 94949	J41013K 000000 YYY N	G1 E1 W	G E W	5113 5194 10997 11537	83 48.01 540 66.27	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 412.04 Total 549.84
MAXINE CHANEY 14 MARIN VALLEY DR NOVATO CA 94949	J41014A 000000 YYY N	G1 E1 W	G E W	6810 6853 6046 6304	44 23.36 258 29.95	RECYCLE 0.25 TRASH 10.95 SEWER 12.32	Rent 457.59 Total 534.42

MARIN VALLEY M CC THERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units Char	Spec Charges	Mar 1997	
BILL/JEAN ALLEN 14 SCENIC DR NOVATO CA 94949	J41014B 000000 YYY N	G1 E1 W	G E W	4739 11978	4829 11978	92 54.41 4.76	RECYCLE TRASH SEWER RV STOR Rent	0.25 10.95 12.32 15.00 400.38	Total 498.27
RAQUEL BARRY 14 MARIN VIEW DR NOVATO CA 94949	J41014C 000000 YYY N	G1 E1 W	G E W	6508 6419	6591 6956	85 49.43 537 65.87	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 412.04	Total 550.86
CATHERINE CARPINO 14 MEADOW VIEW DR NOVATO CA 94949	J41014E 000000 YYY N	G1 E1 W	G E W	6300 16555	6346 16725	47 24.94 170 19.73	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 388.72	Total 456.91
CAROLYN FINDLEY 14 VIEW RIDGE DR NOVATO CA 94949	J41014F 000000 YYY N	G1 E1 W	G E W	2920 10103	2974 10498	55 29.16 395 46.92	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 478.80	Total 578.40
ROSE CAVINO 14 FALLEN LEAF WY NOVATO CA 94949	J41014J 000000 YYY N	G1 E1 W	G E W	5766 21282	5795 21961	30 15.97 679 84.81	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 354.84	Total 479.14
DICK/SHIRLEY SCOTT 14 CLUB VIEW DR NOVATO CA 94949	J41014K 000000 YYY N	G1 E1 W	G E W	7410 12421	7459 12725	50 26.52 304 35.29	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 388.72	Total 474.25
DICK/BETTY BOSCH 15 MARIN VALLEY DR NOVATO CA 94949	J41015A 000000 YYY N	G1 E1 W	G E W	2212 39016	2271 39476	61 32.34 460 55.59	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 478.80	Total 590.25
BARBARA LEVEY 15 SCENIC DR NOVATO CA 94949	J41015B 000000 YYY N	G1 E1 W	G E W	2536 7420	2599 7717	65 34.43 297 34.48	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 485.95	Total 578.32
JOSEPH/ANNE D'GORMAN 15 MARIN VIEW DR NOVATO CA 94949	J41015C 000000 YYY N	G1 E1 W	G E W	6172 8260	6266 8504	97 57.97 244 28.33	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 472.23	Total 582.25
ALICE HEFFERNAN 15 MEADOW VIEW DR NOVATO CA 94949	J41015E 000000 YYY N	G1 E1 W	G E W	1622 90082	1683 90362	63 33.77 280 32.51	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 400.38	Total 490.18

PARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	Units Charr	Spec Charges						
TERM FACTOR	1.0270												
AUDREY TRUSSEL	J41015F	G1	G	2465	2507	43	22.83	RECYCLE	0.25				
5 VIEW RIDGE DR	000000	E1	E	7639	7766	127	14.75	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	478.80	Total	539.90		
BEA LUST	J41015J	G1	G	1157	1227	72	40.17	RECYCLE	0.25				
5 FALLEN LEAF WY	000000	E1	E	7407	7693	286	33.20	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Credit	-7.05	Rent	400.04	Total	489.80
ROBERT/JEAN MEISNER	J41015K	G1	G	4180	4259	81	46.58	RECYCLE	0.25				
5 CLUB VIEW DR	000000	E1	E	13179	13617	438	52.66	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	412.04	Total	534.80		
MARION CLARKE	J41016A	G1	G	2389	2474	87	50.85	RECYCLE	0.25				
6 MARIN VALLEY DR	000000	E1	E	7191	7474	283	32.86	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	457.59	Total	564.82		
ROBERT/RITA PAYNE	J41016B	G1	G	7445	7507	64	34.48	RECYCLE	0.25				
16 SCENIC DR	000000	E1	E	12369	12752	383	45.32	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								RV STOR	15.00	Rent	458.34	Total	576.66
RACE MADISON	J41016C	G1	G	3624	3703	81	46.58	RECYCLE	0.25				
6 MARIN VIEW DR	000000	E1	E	7627	7819	192	22.29	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	432.07	Total	524.46		
RICHARD PAGANINI	J41016F	G1	G	3447	3664	223	147.69	RECYCLE	0.25				
6 VIEW RIDGE DR	000000	E1	E	8876	9333	457	55.19	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								RV STOR	15.00	Rent	478.80	Total	720.20
CHARLES/LUCYLE MANNING	J41016J	G1	G	3452	3578	129	80.76	RECYCLE	0.25				
5 FALLEN LEAF WY	000000	E1	E	14923	15686	763	96.01	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	412.04	Total	612.33		
FRANK/MARIE AZEVEDO	J41016K	G1	G	8982	9044	64	34.48	RECYCLE	0.25				
5 CLUB VIEW DR	000000	E1	E	2630	2808	178	20.67	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	485.62	Total	564.29		
GARY STOKES	J41017A	G1	G	6004	6088	86	50.14	RECYCLE	0.25				
7 MARIN VALLEY DR	000000	E1	E	6692	6920	228	26.47	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	530.62	Total	630.75		

MARIN VALLEY M CC HERM FACTOR	#J41	1/15/97	2/13	PARK REFERENCE	Units	Charge	Spec	Charges	Mar 1997
CORA LUCHETTI 17 MARIN VIEW DR NOVATO CA 94949	J41017C 000000 YYY N	G1 E1 W	G E W	9077 9154 20424 20861	79 437	45.16 52.53	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 354.84 Total 476.00
MICHAEL KARASIK 17 VIEW RIDGE DR NOVATO CA 94949	J41017F 000000 YYY N	G1 E1 W	G E W	5986 6119 6606 7003	137 397	86.45 47.19	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80 Total 635.36
CREMILDE FRANCO 17 FALLEN LEAF WY NOVATO CA 94949	J41017J 000000 YYY N	G1 E1 W	G E W	7370 7430 10956 11307	62 351	33.05 41.05	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04 Total 509.66
MARJORIE BAWDEN 17 CLUB VIEW DR NOVATO CA 94949	J41017K 000000 YYY N	G1 E1 W	G E W	1801 1864 11312 11635	65 323	35.19 37.49	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04 Total 508.24
BETTYJO NORTON 18 MARIN VALLEY DR NOVATO CA 94949	J41018A 000000 YYY N	G1 E1 W	G E W	3587 3732 96021 96469	149 448	95.00 53.99	RECYCLE TRASH SEWER	0.25 10.95 12.32	Pre bal 0.30 Rent 457.59 Total 630.40
HILDA SILVER 18 SCENIC DR NOVATO CA 94949	J41018B 000000 YYY N	G1 E1 W	G E W	1544 1604 3653 3880	62 227	33.05 26.36	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 400.38 Total 483.31
CHET/DOROTHY WILLETT 18 MARIN VIEW DR NOVATO CA 94949	J41018C 000000 YYY N	G1 E1 W	G E W	8966 9092 13047 13460	129 413	80.76 49.32	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04 Total 565.64
JANE NAVE 18 VIEW RIDGE DR NOVATO CA 94949	J41018F 000000 YYY N	G1 E1 W	G E W	992 1055 11885 12157	65 272	35.19 31.57	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 478.80 Total 569.08
WALTER/EMILY FADEFF 18 FALLEN LEAF WY NOVATO CA 94949	J41018J 000000 YYY N	G1 E1 W	G E W	3905 3970 10374 10603	67 229	36.61 26.59	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04 Total 498.76
LYNN WILLIAMS 18 CLUB VIEW DR NOVATO CA 94949	J41018K 000000 YYY N	G1 E1 W	G E W	1224 1292 4819 5185	70 366	38.75 43.05	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 388.72 Total 494.04

ANIEL/CAROL SEBASTIAN J41019A G1 G 8931 8992 63 33.77 RECYCLE 0.25
 9 MARIN VALLEY DR 000000 E1 E 4531 4907 376 44.39 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 540.33 Total 642.01

AUREEN SAWYER J41019B G1 G 4521 4623 105 63.67 RECYCLE 0.25
 9 SCENIC DR 000000 E1 E 8304 8611 307 35.64 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32
 RV STOR 15.00

Rent 400.38 Total 538.21

AUL GRUNER J41019C G1 G 9723 9787 66 35.90 RECYCLE 0.25
 9 MARIN VIEW DR 000000 E1 E 60340 60572 232 26.94 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 377.11 Total 463.47

ERALDINE RICH J41019J G1 G 798 858 62 33.05 RECYCLE 0.25
 9 FALLEN LEAF WY 000000 E1 E 4661 4920 259 30.07 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 412.04 Total 498.68

HOETA LORENZEN J41019K G1 G 2896 3039 147 93.57 RECYCLE 0.25
 9 CLUB VIEW DR 000000 E1 E 3120 3453 333 38.66 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 473.28 Total 629.03

ANK/BETTY LISTMAN J41020A G1 G 8363 8437 76 43.02 RECYCLE 0.25
 9 MARIN VALLEY DR 000000 E1 E 53663 54212 549 67.47 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 457.59 Total 591.60

ARY SCHWAB J41020B G1 G 9261 9316 56 25.19 RECYCLE 0.25
 9 SCENIC DR 000000 E1 E 5744 6163 419 42.45 TRASH 10.95
 AREexp=06/01/97 06/01/97 YYY N W SEWER 12.32

Rent 400.38 Total 491.54

BARBARA TERHORST J41020E G1 G 1640 1723 85 49.43 RECYCLE 0.25
 9 MEADOW VIEW DR 000000 E1 E 12817 13281 464 56.12 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 400.38 Total 529.45

SLEY/JANET PAGE J41020J G1 G 5415 5488 75 42.31 RECYCLE 0.25
 9 FALLEN LEAF WY 000000 E1 E 11325 11934 609 75.47 TRASH 10.95
 OVATO CA 94949 YYY N W SEWER 12.32

Rent 446.50 Total 587.80

MERO BARBAS J41020K G1 G 533 595 64 34.48 RECYCLE 0.25
 9 CLUB VIEW DR 000000 E1 E 2775 3014 239 27.75 TRASH 10.95
 VATO CA 94949 YYY N W SEWER 12.32

Rent 482.89 Total 559.64

PROPERTY ADDRESS	UNIT	TYPE	DATE	AMOUNT	AMOUNT	AMOUNT	AMOUNT	REFERENCE	CHARGES	DATE
HERM FACTOR	1.0270									
M/MURIEL ANNETTE 21 MARIN VALLEY DR NOVATO CA 94949	J41021A G1	G	1/15/97	8710	8826	119	73.64	RECYCLE	0.25	
	000000 E1	E	2/13	86623	87216	593	73.34	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	457.59	Total 628.05
MS FIL CORNELL 21 SCENIC DR NOVATO CA 94949	J41021B G1	G	1/15/97	1637	1724	89	52.28	RECYCLE	0.25	
	000000 E1	E	2/13	3463	3757	294	34.13	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	388.72	Total 498.65
MOGENS SCHOW 21 VIEW RIDGE DR NOVATO CA 94949	J41021F G1	G	1/15/97	6583	6674	93	55.13	RECYCLE	0.25	
	000000 E1	E	2/13	6299	6545	246	28.56	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	641.91	Total 749.12
TRUDIE/LISA FORD/TIM HART 21 CLUB VIEW DR NOVATO CA 94949	J41021K G1	G	1/15/97	349	449	103	62.25	RECYCLE	0.25	
	000000 E1	E	2/13	7786	8483	697	87.21	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	412.04	Total 574.07
FRED/KATHLEEN DARGIE 22 MARIN VALLEY DR NOVATO CA 94949	J41022A G1	G	1/15/97	6699	6774	77	43.73	RECYCLE	0.25	
	000000 E1	E	2/13	32581	33033	452	54.53	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	570.49	Total 692.27
ELLEN PETERSON 22 MEADOW VIEW DR NOVATO CA 94949	J41022E G1	G	1/15/97	4689	4774	87	50.85	RECYCLE	0.25	
	000000 E1	E	2/13	12482	13017	535	65.60	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	400.38	Total 540.35
JOHANNA LONGFELLOW 22 VIEW RIDGE DR NOVATO CA 94949	J41022F G1	G	1/15/97	126	253	130	81.47	RECYCLE	0.25	
	000000 E1	E	2/13	38260	39002	742	93.22	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	641.91	Total 840.12
ANN MERRIFIELD 22 CLUB VIEW DR NOVATO CA 94949	J41022K G1	G	1/15/97	7847	7880	34	18.08	RECYCLE	0.25	
	000000 E1	E	2/13	7317	7475	158	18.34	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	377.57	Total 437.51
HARRY/KAY HOWARD 23 MARIN VALLEY DR NOVATO CA 94949	J41023A G1	G	1/15/97	2287	2351	66	35.90	RECYCLE	0.25	
	000000 E1	E	2/13	5122	5475	353	41.32	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	457.59	Total 558.33
DAVID COWEN 23 SCENIC DR NOVATO CA 94949	J41023B G1	G	1/15/97	6239	6290	52	27.58	RECYCLE	0.25	
	000000 E1	E	2/13	6611	7007	396	47.06	TRASH	10.95	
	YYY N	W						SEWER	12.32	
								Rent	354.84	Total 453.00

Marin Valley M CC	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	TERM FACTOR	1.0270	Units Charr	Spec Charges				
JESSIE ZIMMER	J41023F	G1	G	3165	3237	74	41.60	RECYCLE	0.25				
23 VIEW RIDGE DR	000000	E1	E	6697	6962	265	30.76	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	478.80	Total	574.68		
JAMES/MINNIE GARRETT	J41023K	G1	G	5632	5741	112	68.65	RECYCLE	0.25				
23 CLUB VIEW DR	000000	E1	E	7803	8222	419	50.12	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	412.04	Total	554.33		
MARY LOU HAYNE	J41024A	G1	G	497	564	69	38.04	RECYCLE	0.25				
24 MARIN VALLEY DR	000000	E1	E	37380	37706	326	37.85	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	547.46	Total	646.87		
EARL/ELISABETH V SMITH	J41024E	G1	G	770	806	37	19.66	RECYCLE	0.25				
24 MEADOW VIEW DR	000000	E1	E	10371	10651	280	32.51	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	469.17	Total	544.86		
ROBERT/PHYLLIS TELDER	J41024F	G1	G	8482	8555	75	42.31	RECYCLE	0.25				
24 VIEW RIDGE DR	000000	E1	E	8194	8584	390	46.26	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								RV STOR	15.00				
								Rent	478.80	Total	625.89		
CAMILLA/HONOR GRIFFIN	J41025A	G1	G	8079	8093	14	7.53	RECYCLE	0.25				
25 MARIN VALLEY DR	000000	E1	E	2845	3110	265	30.76	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Credit	-0.04	Rent	497.44	Total	559.21
ANNI GOODMAN	J41025B	G1	G	4966	5030	66	35.90						
25 SCENIC DR	000000	E1	E	75800	75886	86	9.99						
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	354.84	Total	413.05		
CHARLES GUILDER	J41026A	G1	G	3833	3931	101	60.82	RECYCLE	0.25				
26 MARIN VALLEY DR	000000	E1	E	38246	38765	519	63.46	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	457.59	Total	605.29		
BUD/ERMA FARRELLY	J41026E	G1	G	3721	3773	53	28.10	RECYCLE	0.25				
26 MEADOW VIEW DR	000000	E1	E	12235	12442	207	24.03	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	400.08	Total	475.73		
SHIRLEY FORREST	J41027A	G1	G	3343	3418	77	43.73	RECYCLE	0.25				
27 MARIN VALLEY DR	000000	E1	E	89349	89567	218	25.30	TRASH	10.95				
NOVATO CA 94949	YYY	N	W					SEWER	12.32				
								Rent	423.68	Total	516.23		

ARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE	Units Charg	Spec Charges	Mar 1997						
HERM FACTOR	1.0270												
NANCY WURZ	J41027B	G1	G	1116	1171	56	29.68	RECYCLE	0.25				
27 SCENIC DR	000000	E1	E	43208	43467	259	30.07	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	410.69	Total	493.96		
MYRALICE PEREA	J41028A	G1	G	6020	6119	102	61.53	RECYCLE	0.25				
28 MARIN VALLEY DR	000000	E1	E	49489	49748	259	30.07	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Pre bal	24.17	Rent	491.22	Total	630.51
JOHN/JILL DONHOFF	J41028K	G1	G	7148	7235	89	52.28	RECYCLE	0.25				
28 CLUB VIEW DR	000000	E1	E	13612	13966	354	41.45	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	412.04	Total	529.29		
RUTH BLITMAN	J41029A	G1	G	1799	1846	48	25.47	RECYCLE	0.25				
29 MARIN VALLEY DR	000000	E1	E	1102	1510	408	48.65	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	456.66	Total	554.30		
MARJORIE WALKER	J41029B	G1	G	7072	7181	112	58.23	RECYCLE	0.25				
29 SCENIC DR	000000	E1	E	1540	1783	243	23.89	TRASH	10.95				
DATEexp=06/01/97 06/01/97	YYY	N	W							SEWER	12.32		
								Rent	393.22	Total	498.86		
RICHARD/ANABEL LEFRANCOIS	J41029K	G1	G	5780	5840	62	33.05	RECYCLE	0.25				
29 CLUB VIEW DR	000000	E1	E	10179	10457	278	32.28	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	412.04	Total	500.89		
FLORENCE ZITSCH	J41030A	G1	G	8489	8531	43	22.83	RECYCLE	0.25				
30 MARIN VALLEY DR	000000	E1	E	20029	20226	197	22.87	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	412.04	Total	481.26		
BURTON/DORIS VREELAND	J41030K	G1	G	800	958	162	104.25	RECYCLE	0.25				
30 CLUB VIEW DR	000000	E1	E	11696	11913	217	25.19	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	412.04	Total	565.00		
LIZABETH FARRELL	J41031A	G1	G	6359	6490	135	85.03	RECYCLE	0.25				
31 MARIN VALLEY DR	000000	E1	E	9126	9294	168	19.50	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	457.59	Total	585.64		
LITA SMITH	J41031K	G1	G	2830	2895	67	36.61	RECYCLE	0.25				
1 CLUB VIEW DR	000000	E1	E	9200	9505	305	35.41	TRASH	10.95				
NOVATO CA 94949	YYY	N	W							SEWER	12.32		
								Rent	412.04	Total	507.58		

MARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE		Units Charr		Spec Charges		Mar 1997	
HERM FACTOR	1.0270										
BILL KIRKPATRICK 32 MARIN VALLEY DR NOVATO CA 94949	J41032A 000000 YYY N	G1 E1 W	G E W	5761 73039	5828 73345	69 306	38.04 35.52	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 509.10
JACK/JEANETTE CRUZ 33 MARIN VALLEY DR NOVATO CA 94949	J41033A 000000 YYY N	G1 E1 W	G E W	6756 11675	6873 12237	120 562	74.35 69.20	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 494.30	Total 661.37
WM GEERY 33 SCENIC DR NOVATO CA 94949	J41033B 000000 YYY N	G1 E1 W	G E W	8578 6813	8590 6848	12 35	6.40 4.77	RECYCLE TRASH SEWER	0.25 10.95 12.32	Pre bal 460.57	Rent 396.02 Total 891.36
GEORGE/GERTRUDE BARLAS 33 CLUB VIEW DR NOVATO CA 94949	J41033K 000000 YYY N	G1 E1 W	G E W	2723 9880	2814 10272	93 392	55.13 46.52	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 537.21
JACK/VIRGINIA CHANCE 34 MARIN VALLEY DR NOVATO CA 94949	J41034A 000000 YYY N	G1 E1 W	G E W	4395 39705	4440 40025	46 320	24.41 37.14	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 457.59	Total 542.66
ALICE CLARK 34 CLUB VIEW DR NOVATO CA 94949	J41034K 000000 YYY N	G1 E1 W	G E W	9020 6392	9075 6621	56 229	29.68 26.59	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 491.83
GEORGE PARSONS 35 MARIN VALLEY DR NOVATO CA 94949	J41035A 000000 YYY N	G1 E1 W	G E W	3707 10617	3806 10835	102 218	61.53 25.30	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 522.39
LISE GIANE 35 SCENIC DR NOVATO CA 94949	J41035B 000000 YYY N	G1 E1 W	G E W	918 4577	991 4806	75 229	42.31 26.59	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 366.49	Total 458.91
LIVIAN ZANOTTI 35 CLUB VIEW DR NOVATO CA 94949	J41035K 000000 YYY N	G1 E1 W	G E W	2214 24847	2323 25165	112 318	68.65 36.91	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 541.12
ERWIN/ROSEMARY SWETT 36 MARIN VALLEY DR NOVATO CA 94949	J41036A 000000 YYY N	G1 E1 W	G E W	3185 58447	3263 58968	80 521	45.87 63.73	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 467.41	Total 500.53

MARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE				Mar 1997	
HERM FACTOR	1.0270					Units Charg		Spec Charges	
HERB/SANDY THIEME 36 CLUB VIEW DR NOVATO CA 94949	J41036K 000000 YYY N	G1 E1 W	G E W	737 12785	917 13450	185 665	120.63 82.94	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 412.04 Total 639.13
VERNON DORR 37 MARIN VALLEY DR NOVATO CA 94949	J41037A 000000 YYY N	G1 E1 W	G E W	630 9690	688 10215	60 525	31.79 64.27	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 412.04 Total 531.66
MAXINE CALNON 37 SCENIC DR NOVATO CA 94949	J41037B 000000 YYY N	G1 E1 W	G E W	9067 9550	9148 9944	83 394	48.01 46.79	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
									Rent 366.49 Total 499.81
PAULA PAUL 37 CLUB VIEW DR NOVATO CA 94949	J41037K 000000 YYY N	G1 E1 W	G E W	9786 9703	9828 10116	43 413	22.83 49.32	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 412.04 Total 507.71
VIDA GREMMINGER 38 MARIN VALLEY DR NOVATO CA 94949	J41038A 000000 YYY N	G1 E1 W	G E W	764 32849	894 33242	134 393	84.32 46.66	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 457.09 Total 611.59
C CHERNE 39 MARIN VALLEY DR NOVATO CA 94949	J41039A 000000 YYY N	G1 E1 W	G E W	4223 9844	4284 10218	63 374	33.77 44.12	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 457.09 Total 558.50
DALE HANSEN 39 SCENIC DR NOVATO CA 94949	J41039B 000000 YYY N	G1 E1 W	G E W	9193 6162	9220 6255	28 93	14.92 10.80	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
									Rent 433.59 Total 497.83
G SCHUMACHER 39 CLUB VIEW DR NOVATO CA 94949	J41039K 000000 YYY N	G1 E1 W	G E W	1436 2014	1446 2085	10 71	5.42 8.24	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 412.04 Total 449.22
JOHN/FRANCES LACOUR 40 MARIN VALLEY DR NOVATO CA 94949	J41040A 000000 YYY N	G1 E1 W	G E W	7303 6160	7400 6496	100 336	60.11 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 457.09 Total 579.77
CORINNE NEIGER 40 CLUB VIEW DR NOVATO CA 94949	J41040K 000000 YYY N	G1 E1 W	G E W	3177 10091	3238 10294	63 203	33.77 23.57	RECYCLE TRASH SEWER	0.25 10.95 12.32
									Rent 412.04 Total 492.90

MARIN VALLEY M CC THERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE		Units Char	Spec Charges	Mar 1997
ROBERT/MILDRED LOLLIK 41 MARIN VALLEY DR NOVATO CA 94949	J41041A 000000 YYY N	G1 E1 W	G E W	2033 17011	2102 17385	71 374	39.46 44.12	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 457.09 Total 564.10									
DEE CAMPBELL 41 SCENIC DR CAREexp=06/01/97 06/01/97	J41041B 000000 YYY N	G1 E1 W	G E W	4801 80454	4847 80619	47 165	21.17 16.22	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 366.49 Total 427.40									
GERALD STJOVITE 41 CLUB VIEW DR NOVATO CA 94949	J41041K 000000 YYY N	G1 E1 W	G E W	5444 3405	5519 3751	77 346	43.73 40.39	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
Rent 490.20 Total 612.84									
LESLYE MCCONNELL 42 MARIN VALLEY DR NOVATO CA 94949	J41042A 000000 YYY N	G1 E1 W	G E W	5249 44823	5325 45160	78 337	44.45 39.19	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 457.09 Total 564.25									
BILL/DOROTHY HALL 43 MARIN VALLEY DR NOVATO CA 94949	J41043A 000000 YYY N	G1 E1 W	G E W	3232 14230	3261 14514	30 284	15.97 32.97	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00
Rent 423.68 Total 511.14									
DOROTHY BROWN 43 SCENIC DR NOVATO CA 94949	J41043B 000000 YYY N	G1 E1 W	G E W	237 95015	244 95133	7 118	3.84 13.70	RECYCLE TRASH SEWER	0.25 10.95 12.32
Credit -24.31 Rent 377.11 Total 393.86									
JOHN BOES 43 CLUB VIEW DR NOVATO CA 94949	J41043K 000000 YYY N	G1 E1 W	G E W	4225 4481	4332 4814	110 333	67.23 38.66	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 412.04 Total 541.45									
ALIZ DELFINO 44 CLUB VIEW DR NOVATO CA 94949	J41044K 000000 YYY N	G1 E1 W	G E W	7619 45646	7707 45911	90 265	52.99 30.75	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 412.04 Total 519.31									
WILLIAM/DOROTHY CROZIER 5 MARIN VALLEY DR NOVATO CA 94949	J41045A 000000 YYY N	G1 E1 W	G E W	3331 12051	3383 12504	53 453	28.10 54.66	RECYCLE TRASH SEWER	0.25 10.95 12.32
Rent 457.09 Total 563.37									
EDRIDGE OSBORNE 5 SCENIC DR NOVATO CA 94949	J41045B 000000 YYY N	G1 E1 W	G E W	4421 6787	4534 7056	116 269	71.50 31.22	RECYCLE TRASH SEWER	0.25 10.95 12.32
Credit -28.62 Rent 423.68 Total 521.30									

Units Charge Spec Charges

NEANNE CURRIE	J41053A	G1	G	4528	4601	75	42.31	RECYCLE	0.25
3 MARIN VALLEY DR	000000	E1	E	11582	12042	460	55.59	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	455.65
								Total	577.07
BARBAR VONFRANK	J41053K	G1	G	3673	3766	96	57.26	RECYCLE	0.25
3 CLUB VIEW DR	000000	E1	E	12145	12638	493	60.00	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	552.82
KEENER	J41054K	G1	G	4192	4233	42	22.30	RECYCLE	0.25
4 CLUB VIEW DR	000000	E1	E	11488	11701	213	24.72	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	482.52
ICIE FRYE	J41055A	G1	G	6442	6531	91	53.70	RECYCLE	0.25
3 MARIN VALLEY DR	000000	E1	E	6623	7092	469	56.79	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	441.69
								Total	575.70
ETER/SIGI DONKE	J41055K	G1	G	7428	7546	121	75.06	RECYCLE	0.25
3 CLUB VIEW DR	000000	E1	E	9441	9672	231	26.82	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	537.44
SWIRSKY/S FREEDMAN	J41056K	G1	G	669	804	139	87.88	RECYCLE	0.25
4 CLUB VIEW DR	000000	E1	E	5408	6240	832	105.23	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								GAS FEB	91.77
								Rent	412.04
								Total	720.44
YMOND/MARIE HARRINGTON	J41057A	G1	G	6057	6235	183	119.21	RECYCLE	0.25
3 MARIN VALLEY DR	000000	E1	E	6392	6813	421	50.39	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.09
								Total	650.21
BERT/ELLEN SEBRING	J41057K	G1	G	1493	1604	114	70.08	RECYCLE	0.25
3 CLUB VIEW DR	000000	E1	E	8037	8502	465	56.26	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	561.90
BARBARA MCDONOUGH	J41058K	G1	G	2885	2896	11	5.95		
3 CLUB VIEW DR	000000	E1	E	10202	10291	89	10.33		
AVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	440.64
DOUGAN	J41059A	G1	G	813	856	44	23.36	RECYCLE	0.25
3 MARIN VALLEY DR	000000	E1	E	45860	46138	278	32.28	TRASH	10.95
AVATO CA 94949	YYY	N	W					SEWER	12.32
								RV STOR	15.00
								Rent	457.09
								Total	551.25

HERM FACTOR 1.0270

Units Charge Spec Charges

Mar 1997

NAME	ADDRESS	CITY	ZIP	UNIT	TYPE	CHARGE	CHARGE	RECYCLE	TRASH	SEWER	RV STOR	Rent	Total
EDNA MACLEOD	59 CLUB VIEW DR	NOVATO CA	94949	J41059K	G1 G	1852	1911	61	32.34	RECYCLE	0.25		
				000000	E1 E	12903	13299	396	47.06	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	412.04 Total 514.9
ROBERT/SHIRLEY PIEL	60 CLUB VIEW DR	NOVATO CA	94949	J41060K	G1 G	2673	2762	91	53.70	RECYCLE	0.25		
				000000	E1 E	6623	7003	380	44.92	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	482.89 Total 605.0
MINNA GLASSOW	61 MARIN VALLEY DR	NOVATO CA	94949	J41061A	G1 G	9151	9291	144	91.44	RECYCLE	0.25		
				000000	E1 E	47514	47934	420	50.25	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	530.83 Total 696.0
JUNIE POSE	61 CLUB VIEW DR	NOVATO CA	94949	J41061K	G1 G	6994	7086	94	55.84	RECYCLE	0.25		
				000000	E1 E	29052	29470	418	49.99	TRASH	10.95		
				YYY	N W					SEWER	12.32		
										RV STOR	15.00		
												Rent	412.04 Total 556.35
SHIRLEY RIGGS	62 CLUB VIEW DR	NOVATO CA	94949	J41062K	G1 G	8434	8540	109	66.52	RECYCLE	0.25		
				000000	E1 E	14256	14696	440	52.93	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	412.04 Total 555.01
JIM/KATHY HARAIS	63 MARIN VALLEY DR	NOVATO CA	94949	J41063A	G1 G	7680	7876	201	132.02	RECYCLE	0.25		
				000000	E1 E	8252	9259	1007	128.57	TRASH	10.95		
				YYY	N W					SEWER	12.32		
										RV STOR	45.00		
												Rent	457.09 Total 786.20
RONALD BECKER	64 CLUB VIEW DR	NOVATO CA	94949	J41064K	G1 G	2809	2878	71	39.46	RECYCLE	0.25		
				000000	E1 E	4786	4975	189	21.94	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	354.84 Total 439.76
EUGENE/MARIA EVANS	65 MARIN VALLEY DR	NOVATO CA	94949	J41065A	G1 G	3259	3317	60	31.79	RECYCLE	0.25		
				000000	E1 E	2746	3010	264	30.64	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	457.09 Total 543.04
ALFRED SCOTT	67 MARIN VALLEY DR	NOVATO CA	94949	J41067A	G1 G	3304	3402	101	60.82	RECYCLE	0.25		
				000000	E1 E	6880	7115	235	27.28	TRASH	10.95		
				YYY	N W					SEWER	12.32		
												Rent	466.61 Total 578.23
LOUIS FREY	69 MARIN VALLEY DR	NOVATO CA	94949	J41069A	G1 G	879	942	65	35.19	RECYCLE	0.25		
				000000	E1 E	10897	11060	163	18.92	TRASH	10.95		
				YYY	N W					SEWER	12.32		
										RV STOR	15.00		
												Rent	503.55 Total 596.18

MARIN VALLEY M CC	#J41	1/15/97	2/13	PARK REFERENCE	Mar 1997	Units Charge	Spec Charges	Therm Factor	1.0270
IMA MYERS 71 MARIN VALLEY DR NOVATO CA 94949	J41071A 000000 YYY N	G1 E1 W	G E W	8607 8717 12614 13075	113 69.37 461 55.72	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	457.59	Total	606.20
MARGE HERR 100 SUNRISE LN NOVATO CA 94949	J41100G 000000 YYY N	G1 E1 W	G E W	9317 9376 17589 17866	61 32.34 277 32.16	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	412.04	Total	500.06
C FISCHER/T MARELICH 101 MARIN VALLEY DR NOVATO CA 94949	J41101A 000000 YYY N	G1 E1 W	G E W	1648 1811 12119 12964	167 107.81 845 106.96	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00		
						Rent	466.89	Total	720.18
BOB DAVIS 101 SUNRISE LN NOVATO CA 94949	J41101G 000000 YYY N	G1 E1 W	G E W	8284 8433 29310 29729	153 97.85 419 50.12	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	412.04	Total	583.53
JEAN PACELLI 101 PANORAMA DR NOVATO CA 94949	J41101H 000000 YYY N	G1 E1 W	G E W	2868 2925 74205 74346	59 31.27 141 16.37	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	457.59	Total	528.75
GEORGE HASIK 102 SUNRISE LN NOVATO CA 94949	J41102G 000000 YYY N	G1 E1 W	G E W	7659 7715 15085 15261	58 30.74 176 20.44	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	388.72	Total	463.42
LAURA DILLENBURG 103 MARIN VALLEY DR CAREexp=06/01/97 06/01/97	J41103A 000000 YYY N	G1 E1 W	G E W	1542 1612 7742 7823	72 34.08 81 7.97	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	412.04	Total	477.61
MARILYN WITT 103 PANORAMA DR NOVATO CA 94949	J41103H 000000 YYY N	G1 E1 W	G E W	2175 2237 2557 3411	64 34.48 854 108.16	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	478.20	Total	644.36
WILLIAM FRYER 104 SUNRISE LN NOVATO CA 94949	J41104G 000000 YYY N	G1 E1 W	G E W	4103 4210 2862 3057	110 67.23 195 22.64	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	412.04	Total	525.43
ELLEN SUNDBORG 104 PANORAMA DR NOVATO CA 94949	J41104H 000000 YYY N	G1 E1 W	G E W	8779 8888 9232 9657	112 68.65 425 50.93	RECYCLE TRASH SEWER	0.25 10.95 12.32		
						Rent	457.59	Total	600.69

HERM FACTOR 1.0270

1/15/97 2/13

PARK REFERENCE

Mar 1997

Units Charge Spec Charges

EVA MADSEN 105 MARIN VALLEY DR NOVATO CA 94949	J41105A G1 G 000000 E1 E YYY N W	7912 7972 82342 82759	62 33.00 417 49.85	RECYCLE TRASH SEWER RV STOR Rent	0.25 10.95 12.32 15.00 388.72	Total	510.1
ANN PARKER 105 PANORAMA DR NOVATO CA 94949	J41105H G1 G 000000 E1 E YYY N W	3497 3590 9558 9791	96 57.26 233 27.05	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 446.60	Total	554.4
JOSEPH QUIGG 106 SUNRISE LN NOVATO CA 94949	J41106G G1 G 000000 E1 E YYY N W	5791 5887 96023 96308	99 59.40 285 33.09	RECYCLE TRASH SEWER Pre bal	0.25 10.95 12.32 79.26	Total	621.3
NATHAN/NOBUKO GIANI 106 PANORAMA DR NOVATO CA 94949	J41106H G1 G 000000 E1 E YYY N W	7390 7435 7448 7654	46 24.41 206 23.91	RECYCLE TRASH SEWER Pre bal	0.25 10.95 12.32 41.15	Total	591.3
GRABOWSKI 107 MARIN VALLEY DR NOVATO CA 94949	J41107A G1 G 000000 E1 E YYY N W	5637 5735 5419 5659	101 60.82 240 27.86	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 457.59	Total	569.7
RUTH/STEVIE ROSENTHAL 107 SUNRISE LN NOVATO CA 94949	J41107G G1 G 000000 E1 E YYY N W	5577 5723 87709 88346	150 95.71 637 79.21	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 412.04	Total	610.4
MARGARET BOYDEN 107 PANORAMA DR NOVATO CA 94949	J41107H G1 G 000000 E1 E YYY N W	7130 7231 8410 8942	104 62.96 532 65.20	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 412.42	Total	564.1
V ADCOCK 108 SUNRISE LN NOVATO CA 94949	J41108G G1 G 000000 E1 E YYY N W	889 952 25185 25490	65 35.19 305 35.41	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 412.04	Total	506.16
NELVILLE WRIGHT 108 PANORAMA DR NOVATO CA 94949	J41108H G1 G 000000 E1 E YYY N W	2636 2760 10490 10994	127 79.33 504 61.46	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 412.04	Total	576.35
HARRY FRUMMER 109 MARIN VALLEY DR NOVATO CA 94949	J41109A G1 G 000000 E1 E YYY N W	8487 8548 5480 5788	63 33.77 308 35.75	RECYCLE TRASH SEWER Rent	0.25 10.95 12.32 388.72	Total	481.75

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units Charge	Spec Charges	Mar 1997	
ELMER ORNER	J41109H	G1	G	4272	4389	120	74.35	RECYCLE	0.25
109 PANORAMA DR	000000	E1	E	7150	7466	316	36.68	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	434.27
								Total	568.82
KAY ANDERSON	J41110G	G1	G	3698	3778	82	47.29	RECYCLE	0.25
110 SUNRISE LN	000000	E1	E	29349	29672	323	37.49	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	433.96
								Total	542.26
F GREENOUGH	J41110H	G1	G	9110	9189	81	46.58	RECYCLE	0.25
110 PANORAMA DR	000000	E1	E	41210	41586	376	44.39	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	457.59
								Total	572.08
KATHLEE CRARY	J41111A	G1	G	1131	1175	45	23.88	RECYCLE	0.25
111 MARIN VALLEY DR	000000	E1	E	4224	4408	184	21.36	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	446.72
								Total	515.48
LAWRENCE/MAXINE BEYER	J41111G	G1	G	6063	6202	143	90.73	RECYCLE	0.25
111 SUNRISE LN	000000	E1	E	7935	8363	428	51.33	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	426.08
								Total	591.66
BEN FOSTER-JR	J41111H	G1	G	3460	3544	86	50.14	RECYCLE	0.25
111 PANORAMA DR	000000	E1	E	74527	74858	331	38.43	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	524.13
ALICE DONOVAN	J41112G	G1	G	6766	6837	73	40.89	RECYCLE	0.25
112 SUNRISE LN	000000	E1	E	96352	96648	296	34.36	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	510.81
MADYS HUGO	J41113A	G1	G	6078	6090	12	6.48	RECYCLE	0.25
113 MARIN VALLEY DR	000000	E1	E	5735	5784	49	5.69	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	388.72
								Total	424.41
L/JOY RAMIREZ	J41113H	G1	G	4568	4730	166	107.10	RECYCLE	0.25
113 PANORAMA DR	000000	E1	E	9382	9730	348	40.65	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	583.31
BARBARA KLYCE	J41114G	G1	G	4783	4891	111	67.94	RECYCLE	0.25
114 SUNRISE LN	000000	E1	E	829	1113	284	32.97	TRASH	10.95
NOVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	416.02
								Total	540.45

HERM FACTOR	1.0270	#J41	1/15/97	2/13	PARK REFERENCE	Units	Charge	Spec	Charges	Mar 1997
JOAN SILVERMAN	J41115A	G1	G	4416	4502	88	51.57	RECYCLE	0.25	
115 MARIN VALLEY DR	000000	E1	E	2478	2675	197	22.87	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	478.08	Total 576.04
BETTE KLOPF	J41115G	G1	G	5784	5848	66	30.46	RECYCLE	0.25	
115 SUNRISE LN	000000	E1	E	93675	93870	195	19.17	TRASH	10.95	
CAREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32	
								Rent	426.08	Total 499.23
PAULINE JENKINS	J41115H	G1	G	4195	4318	126	78.62	RECYCLE	0.25	
115 PANORAMA DR	000000	E1	E	12563	12902	339	39.45	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	457.59	Total 599.18
KNUD DYBY	J41116G	G1	G	6416	6491	77	43.73	RECYCLE	0.25	
116 SUNRISE LN	000000	E1	E	97939	98289	350	40.92	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	476.62	Total 584.79
R MASTERS	J41117A	G1	G	9003	9085	84	48.72	RECYCLE	0.25	
117 MARIN VALLEY DR	000000	E1	E	3509	3759	250	29.02	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	399.32	Total 500.58
JOHN GARDINER	J41117H	G1	G	168	264	99	59.40	RECYCLE	0.25	
117 PANORAMA DR	000000	E1	E	3395	3783	388	45.99	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	485.45	Total 614.35
ED/HELEN GATHINGS	J41118A	G1	G	4170	4248	80	45.87	RECYCLE	0.25	
118 MARIN VALLEY DR	000000	E1	E	8261	8577	316	36.68	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	399.32	Total 505.39
RUEBEN EDGAR	J41118G	G1	G	7735	7779	45	23.88	RECYCLE	0.25	
118 SUNRISE LN	000000	E1	E	39306	39649	343	39.99	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	531.06	Total 618.45
FRANCIS CANTY	J41119A	G1	G	3527	3641	117	72.21	RECYCLE	0.25	
119 MARIN VALLEY DR	000000	E1	E	10467	10812	345	40.25	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	399.32	Total 535.30
ROBERT RYAN	J41119H	G1	G	1483	1520	38	20.19	RECYCLE	0.25	
119 PANORAMA DR	000000	E1	E	8446	8592	146	16.95	TRASH	10.95	
NOVATO CA 94949	YYY	N	W					SEWER	12.32	
								Rent	478.80	Total 539.46

AUDREY CRONIN 120 MARIN VALLEY DR NOVATO CA 94949	J41120A G1 G 000000 E1 E YYY N W	6921 6985 10538 10681	66 35.90 143 16.60	RECYCLE TRASH SEWER	0.25 10.95 12.32
	Pre bal	0.17		Rent	399.32
				Total	475.51
ERMINIA NETT 120 SUNRISE LN NOVATO CA 94949	J41120G G1 G 000000 E1 E YYY N W	5518 5590 7864 8200	74 41.60 336 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	505.58
				Total	609.75
PAT MOLSEED 121 MARIN VALLEY DR NOVATO CA 94949	J41121A G1 G 000000 E1 E YYY N W	5084 5196 886 1304	115 70.79 418 49.99	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	455.57
				Total	599.87
BEN/DORIS DAY 121 SUNRISE LN NOVATO CA 94949	J41121G G1 G 000000 E1 E YYY N W	401 529 91407 91743	131 82.18 336 39.05	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	482.06
				Total	626.81
WALTER/BEVERLY OBERHAUS 121 PANORAMA DR NOVATO CA 94949	J41121H G1 G 000000 E1 E YYY N W	7832 7912 5932 6308	82 47.29 376 44.39	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	412.04
				Total	527.24
MIRIAM BONNER 122 MARIN VALLEY DR NOVATO CA 94949	J41122A G1 G 000000 E1 E YYY N W	4927 4927 2653 2760	0.15 RECYCLE 107 12.42 TRASH SEWER	0.25 10.95 12.32	
			Credit -6.83	Rent	399.32
				Total	428.58
RVA OLDS 122 SUNRISE LN NOVATO CA 94949	J41122G G1 G 000000 E1 E YYY N W	113 264 3154 3555	155 99.27 401 47.72	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	412.04
				Total	582.55
JACK TITLO 123 MARIN VALLEY DR NOVATO CA 94949	J41123A G1 G 000000 E1 E YYY N W	7370 7470 6430 6700	103 62.25 270 31.34	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	399.32
				Total	516.43
CHARLES/EDELL WITHROW 123 SUNRISE LN NOVATO CA 94949	J41123G G1 G 000000 E1 E YYY N W	6640 6744 60052 60476	107 65.09 424 50.79	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	412.04
				Total	551.44
OLISE CONROY 24 MARIN VALLEY DR NOVATO CA 94949	J41124A G1 G 000000 E1 E YYY N W	7115 7193 2091 2581	80 45.87 490 59.60	RECYCLE TRASH SEWER	0.25 10.95 12.32
				Rent	399.32
				Total	528.31

MORIN VALLEY M LLC		#J41	1/15/97		2/13		PARK REFERENCE		Mar 1997			
TERM FACTOR		1.0270		Units Charge				Spec Charges				
OTTO/DOROTHY MERSMAN		J41124G	G1	G	5330	5463	137	86.45	RECYCLE	0.25		
124 SUNRISE LN		000000	E1	E	59633	60112	479	58.13	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	489.83	Total	657.93
LOIS CATTEYSON		J41125A	G1	G	6478	6596	121	75.06	RECYCLE	0.25		
125 MARIN VALLEY DR		000000	E1	E	6113	6387	274	31.80	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	475.95	Total	606.33
ANGIE WILLIAMS		J41125G	G1	G	7738	7855	120	74.35	RECYCLE	0.25		
125 SUNRISE LN		000000	E1	E	82742	83089	347	40.52	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	412.04	Total	550.43
BLAF/THORA FAYE NORDSTROM		J41125H	G1	G	7080	7238	162	104.25	RECYCLE	0.25		
125 PANORAMA DR		000000	E1	E	12677	13216	539	66.13	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	446.60	Total	640.50
ALBERT/VIDLET HUMPHRIES		J41126A	G1	G	7547	7630	85	49.43	RECYCLE	0.25		
126 MARIN VALLEY DR		000000	E1	E	9242	9621	379	44.79	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	399.32	Total	517.06
BEATRICE BERSIE		J41127A	G1	G	827	896	71	39.46	RECYCLE	0.25		
127 MARIN VALLEY DR		000000	E1	E	4581	4701	120	13.93	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	366.45	Total	443.36
LELAND BAUM		J41127G	G1	G	5373	5421	49	22.06	RECYCLE	0.25		
127 SUNRISE LN		000000	E1	E	4438	4993	555	57.82	TRASH	10.95		
CAREexp=06/01/97 06/01/97		YYY	N	W					SEWER	12.32		
									Rent	400.38	Total	503.78
DAVID/LINDA JONES		J41127H	G1	G	3040	3113	75	42.31	RECYCLE	0.25		
127 PANORAMA DR		000000	E1	E	15179	15654	475	57.60	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	423.68	Total	547.11
ANN GIBBS		J41128A	G1	G	6340	6457	120	74.35	RECYCLE	0.25		
128 MARIN VALLEY DR		000000	E1	E	11087	11605	518	63.33	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	399.32	Total	560.52
CATHERINE MARTIN		J41128H	G1	G	6954	6981	28	14.92	RECYCLE	0.25		
128 PANORAMA DR		000000	E1	E	10162	10382	220	25.54	TRASH	10.95		
NOVATO CA 94949		YYY	N	W					SEWER	12.32		
									Rent	377.11	Total	450.09
Pre bal				9.00		Rent				377.11	Total	450.09

ERM FACTOR	1.0270			Units Charge				Spec Charges	
AMES GREGORY/JAMES FRANK	J41133A	G1	G	8026	8119	96	57.26	RECYCLE	0.25
33 MARIN VALLEY DR	000000	E1	E	6318	7145	827	104.56	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	399.32
								Total	584.66
AKE/MARGARET KLEBANOFF	J41133G	G1	G	3524	3623	102	61.53	RECYCLE	0.25
33 SUNRISE LN	000000	E1	E	3506	3742	236	27.40	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	524.49
ARREN/VIVIAN LUCE	J41133H	G1	G	6209	6307	101	60.82	RECYCLE	0.25
33 PANORAMA DR	000000	E1	E	41383	41745	362	42.52	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	485.95
								Total	612.81
DROTHY GEIGER	J41134G	G1	G	7211	7282	73	40.89	RECYCLE	0.25
34 SUNRISE LN	000000	E1	E	11067	11274	207	24.03	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	412.04
								Total	500.48
ONNIE SMITH	J41135A	G1	G	1093	1144	52	27.58	RECYCLE	0.25
35 MARIN VALLEY DR	000000	E1	E	10778	11111	333	38.66	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	473.52
								Total	564.25
MARY KRIZ	J41135G	G1	G	919	995	78	44.45	RECYCLE	0.25
35 SUNRISE LN	000000	E1	E	10131	10362	231	26.82	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	480.59
								Total	575.38
LFRED/JACQUELINE GIANNI	J41135H	G1	G	6098	6184	88	51.57	RECYCLE	0.25
35 PANORAMA DR	000000	E1	E	89614	90410	796	100.42	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	479.91
								Total	655.42
ER KARMAN	J41137A	G1	G	7437	7541	107	65.09	RECYCLE	0.25
37 MARIN VALLEY DR	000000	E1	E	6533	6769	236	27.40	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	399.32
								Total	515.33
ON/JANE CORNETT	J41158A	G1	G	7329	7462	137	73.32	RECYCLE	0.25
58 MARIN VALLEY DR	000000	E1	E	8380	9242	862	92.53	TRASH	10.95
AREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32
								Rent	478.80
								Total	668.17
SCUMATE	J41160A	G1	G	7107	7344	243	161.93	RECYCLE	0.25
60 MARIN VALLEY DR	000000	E1	E	15029	15753	724	90.81	TRASH	10.95
OVATO CA 94949	YYY	N	W					SEWER	12.32
								Rent	446.60
								Total	722.86

VALLEY M CC		#J41	1/15/97 2/13		PARK REFERENCE		Mar 1997			
M FACTOR		1.0270			Units Charge	Spec Charges				
JANET ROSS	J41162A G1	G	2962	3064	105	54.06	RECYCLE	0.25		
162 MARIN VALLEY DR	000000 E1	E	8560	8769	209	20.55	TRASH	10.95		
CAREexp=06/01/97 06/01/97	YYY N	W					SEWER	12.32		
							Rent	423.68	Total	521.75
JOAN CHECKLEY	J41164A G1	G	3781	3860	81	46.58	RECYCLE	0.25		
164 MARIN VALLEY DR	000000 E1	E	9764	10167	403	47.99	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	523.80	Total	641.89
LAURA TURNER	J41166A G1	G	486	555	71	39.46	RECYCLE	0.25		
166 MARIN VALLEY DR	000000 E1	E	8368	8560	192	22.29	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	423.68	Total	508.95
VIRGINIA BARRY	J41170A G1	G	4872	4982	113	69.37	RECYCLE	0.25		
170 MARIN VALLEY DR	000000 E1	E	6331	6682	351	41.05	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	457.59	Total	591.53
DOROTHY HOLLIS	J41171A G1	G	3278	3369	93	55.13	RECYCLE	0.25		
171 MARIN VALLEY DR	000000 E1	E	5064	5261	197	22.87	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	400.38	Total	501.90
IRENE/VIRGINIA HAXTON	J41172A G1	G	4372	4456	86	50.14	RECYCLE	0.25		
172 MARIN VALLEY DR	000000 E1	E	40761	41110	349	40.78	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	535.85	Total	650.29
LUE HOLT	J41173A G1	G	4630	4703	75	42.31	RECYCLE	0.25		
173 MARIN VALLEY DR	000000 E1	E	32297	32429	132	15.33	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	423.68	Total	504.84
HIRLEY HENRY	J41174A G1	G	3275	3368	96	48.57	RECYCLE	0.25		
174 MARIN VALLEY DR	000000 E1	E	2866	3168	302	29.69	TRASH	10.95		
CAREexp=06/01/97 06/01/97	YYY N	W					SEWER	12.32		
							Rent	400.38	Total	502.16
HERBERT BRANN	J41175A G1	G	119	237	121	75.06	RECYCLE	0.25		
175 MARIN VALLEY DR	000000 E1	E	13107	13613	506	61.73	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	412.04	Total	572.35
CAROL SOMERS	J41176A G1	G	3051	3101	51	27.05	RECYCLE	0.25		
176 MARIN VALLEY DR	000000 E1	E	6024	6185	161	18.69	TRASH	10.95		
NOVATO CA 94949	YYY N	W					SEWER	12.32		
							Rent	412.04	Total	481.55
Pre bal			0.25							
							Rent	412.04	Total	481.55

LOIS BISHOP 177 MARIN VALLEY DR CAREexp=06/01/97 06/01/97	J41177A 000000 YYY N	G1 E1 N	G E W	9956 7961	110 8333	158 372	86.00 37.13	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 558.69
ELLIE EDGAR 178 MARIN VALLEY DR NOVATO CA 94949	J41178A 000000 YYY N	G1 E1 N	G E W	1683 8049	1762 8251	81 202	46.58 23.45	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 423.68	Total 517.23
ELIZABETH TRIMBLE 179 MARIN VALLEY DR NOVATO CA 94949	J41179A 000000 YYY N	G1 E1 N	G E W	4325 11542	4393 11930	70 388	38.75 45.99	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 520.30
LORRAINE HEALY 180 MARIN VALLEY DR NOVATO CA 94949	J41180A 000000 YYY N	G1 E1 N	G E W	6084 11346	6175 11596	93 250	55.13 29.02	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00	Rent 541.45	Total 664.12
ANN MCCORMICK 181 MARIN VALLEY DR NOVATO CA 94949	J41181A 000000 YYY N	G1 E1 N	G E W	4114 5782	4233 5914	122 132	75.77 15.33	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 423.68	Total 538.30
JOHN KUBIK/C MCLEAN 182 MARIN VALLEY DR NOVATO CA 94949	J41182A 000000 YYY N	G1 E1 N	G E W	2236 4576	2273 4910	38 334	20.19 38.79	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 448.62	Total 531.12
LESLIE 183 MARIN VALLEY DR NOVATO CA 94949	J41183A 000000 YYY N	G1 E1 N	G E W	4576 831	4718 1263	146 432	92.86 51.86	RECYCLE TRASH SEWER RV STOR	0.25 10.95 12.32 15.00	Rent 423.68	Total 606.92
CLAIR HUNTER 184 MARIN VALLEY DR NOVATO CA 94949	J41184A 000000 YYY N	G1 E1 N	G E W	2410 8015	2491 8279	83 264	48.01 30.64	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 514.21
VIRGINIA MEZZERA 185 MARIN VALLEY DR NOVATO CA 94949	J41185A 000000 YYY N	G1 E1 N	G E W	9552 8080	9682 8552	134 472	84.32 57.19	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 577.07
PAUL MCGRATH 186 MARIN VALLEY DR NOVATO CA 94949	J41186A 000000 YYY N	G1 E1 N	G E W	1308 9088	1351 9310	44 222	23.36 25.77	RECYCLE TRASH SEWER	0.25 10.95 12.32	Rent 412.04	Total 484.69

MARIN VALLEY M LLC		#J41	1/15/97		2/13		PARK REFERENCE		Mar 1997		
THERM FACTOR		1.0270		Units Charge				Spec Charges			
S BEDNARZ	J41107A	G1	G	1302	1356	55	29.00				
187 MARIN VALLEY DR	000000	E1	E	3784	4034	250	29.02				
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								RV STOR	15.00		
								Rent	412.04	Total 497.5	
LUELLA VOSS	J41188A	G1	G	6069	6149	82	47.29	RECYCLE	0.25		
188 MARIN VALLEY DR	000000	E1	E	87274	87543	269	31.22	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	400.38	Total 502.4	
DENIS/EVA FAY	J41189A	G1	G	2729	2794	67	36.61	RECYCLE	0.25		
189 MARIN VALLEY DR	000000	E1	E	9400	9642	242	28.10	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	481.58	Total 569.8	
ALFREDA BOND	J41190A	G1	G	7095	7116	22	9.99	RECYCLE	0.25		
190 MARIN VALLEY DR	000000	E1	E	5722	6060	338	33.30	TRASH	10.95		
CAREexp=06/01/97 06/01/97	YYY	N	W					SEWER	12.32		
								Rent	458.59	Total 525.4	
VAL/MARIAN DECKER	J41191A	G1	G	661	721	62	33.05	RECYCLE	0.25		
191 MARIN VALLEY DR	000000	E1	E	6004	6701	697	87.21	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	433.72	Total 577.5	
MILDRED MEGARITY	J41192A	G1	G	6355	6427	74	41.60	RECYCLE	0.25		
192 MARIN VALLEY DR	000000	E1	E	13919	14230	311	36.10	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	457.59	Total 558.8	
JAY STEVENSON	J41193A	G1	G	548	629	83	48.01	RECYCLE	0.25		
193 MARIN VALLEY DR	000000	E1	E	4681	4980	299	34.71	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	509.20	Total 615.44	
JUNE FLAHERTY	J41194A	G1	G	2626	2738	115	70.79	RECYCLE	0.25		
194 MARIN VALLEY DR	000000	E1	E	5183	5833	650	80.94	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	412.04	Total 587.29	
MARY BOWMAN	J41195A	G1	G	8830	8941	114	70.08	RECYCLE	0.25		
195 MARIN VALLEY DR	000000	E1	E	1389	1941	552	67.87	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	412.04	Total 573.51	
JAMES HARAIS	J41196A	G1	G	5771	5915	148	94.29	RECYCLE	0.25		
196 MARIN VALLEY DR	000000	E1	E	8825	9237	412	49.19	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	486.14	Total 653.14	

HERM FACTOR 1.0270 Units Charge Spec Charges

SHARON RUCKI/BEN STREET	J41197A	G1	G	6331	6399	70	38.	RECYCLE	0.25		
197 MARIN VALLEY DRIVE	000000	E1	E	5606	6098	492	59.86	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								RV STOR	15.00		
								Rent	476.62	Total	613.75

BETH MARCUS	J41198A	G1	G	3669	3766	100	60.11	RECYCLE	0.25		
198 MARIN VALLEY DR	000000	E1	E	9843	10073	230	26.70	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	423.68	Total	534.01

RICHARD HULLVERSON	J41199A	G1	G	6952	7071	122	75.77	RECYCLE	0.25		
199 MARIN VALLEY DR	000000	E1	E	10103	10616	513	62.66	TRASH	10.95		
NOVATO CA 94949	YYY	N	W					SEWER	12.32		
								Rent	468.57	Total	630.52

PARK RECAP

BANK DEPOSITS

	\$	Adjustment	Final	Date	Amount
Gas Billed	15,496.83	_____	_____	_____	_____
Electric Billed	12,786.17	_____	_____	_____	_____
Water Billed		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____
RECYCLE	77.50	_____	_____	_____	_____
TRASH	3,383.55	_____	_____	_____	_____
SEWER	3,856.16	_____	_____	_____	_____
RV STORAGE	390.00	_____	_____	_____	_____
SPEC CHG 5		_____	_____	_____	_____
SPEC CHG 6		_____	_____	_____	_____
SPEC CHG 7		_____	_____	_____	_____
SPEC CHG 8		_____	_____	_____	_____
Rent Billed	136,578.84	_____	_____	_____	_____
Temporary Charge 1	142.96	_____	_____	_____	_____
Temporary Charge 2		_____	_____	_____	_____
		_____	_____	_____	_____
This Month Billed	172,712.01	_____	_____	_____	_____
Previous Balance	616.20	_____	_____	_____	_____
Credits	96.69CR	_____	_____	TOTAL DEP.	_____
		_____	_____	+LossOfRent	_____
Net Carryover	519.51	_____	_____	+New PreBal	_____
		_____	_____	-New Credit	_____
Total Receivables	173,231.52	_____	_____	= New Total	_____

SCHEDULE 2

LIST OF LEASES IN DEFAULT

[TO BE INSERTED]

NONE

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the "Agreement") is entered into as of this 23rd day of May, 1997 by and between **FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION**, not individually but as Trustee under the Indenture described below (the "Trustee"), and **WESTDEUTSCHE LANDESBANK GIROZENTRALE**, a German public law banking institution acting through its New York Branch (the "Bank"), in connection with the sale and delivery by the California Local Government Finance Authority (the "Issuer") of its \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and its \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" together with the Senior Bonds being herein collectively the "Bonds").

WITNESSETH:

WHEREAS, the Bonds were issued pursuant to that certain Trust Indenture, dated as of March 1, 1997 (the "Indenture") by and between the Trustee and the Issuer;

WHEREAS, certain amounts related to the Bonds will be invested pursuant to this Agreement and deposited in the funds identified in Exhibit C hereto (each a "Fund" and collectively, the "Funds");

WHEREAS, the proceeds from the sale of the Bonds have been loaned by the Issuer to the Novato Financing Authority (the "Borrower");

WHEREAS, the scheduled payment of principal of and interest on the Senior Bonds when due is guaranteed under a municipal bond insurance policy issued by Financial Security Assurance Inc. (the "Insurer");

WHEREAS, the Borrower hereby directs the Trustee to invest the moneys held by the Trustee in the Funds with the Bank pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Bank is willing, on the terms and conditions set forth in this Agreement, to accept the deposit of the moneys held or credited by the Trustee in the Funds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, the Bank and the Trustee hereby agree as follows:

SECTION 1. INCORPORATION OF EXHIBITS

1.1. Definitions. All capitalized terms not defined above or otherwise defined herein shall have the meanings set forth in Exhibit A, attached hereto and by this reference incorporated herein.

1.2. Notices. Any notices or other communications to be given under this Agreement shall be given at the address as set forth in Exhibit B, attached hereto and by this reference incorporated herein, in writing by personal service, by registered or certified mail, postage prepaid, by facsimile transmission, wire, mailgram or telegram, or by courier service or messenger. Such notices shall be effective upon

actual receipt. A party may change the address to which notices are to be sent at any time by delivery of proper notice of such change to the other party pursuant to this Section 1.2.

1.3. Schedule of Terms. The parties acknowledge that there is a Schedule of Terms attached hereto as Exhibit C, which by this reference is incorporated herein.

SECTION 2. DEPOSIT OF FUNDS

2.1. Delivery of Funds. On the Initial Deposit Date, the Trustee shall deliver the amount of the Initial Deposit by wire transfer in immediately available funds to the Bank pursuant to the Bank's wire transfer instructions set forth in Exhibit B and the Bank shall accept such Initial Deposit from the Trustee and credit such amount to the Funds as specified in Exhibit C.

The Trustee shall have the right to redeposit Invested Moneys withdrawn from the Senior Debt Service Reserve Fund to the Senior Debt Service Reserve Fund in accordance with the procedures specified in this Section and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the redeposit of withdrawn Invested Moneys occurs as soon as practicable and in any event within twelve (12) months after the date withdrawn and provided further that such redeposit of withdrawn Invested Moneys shall not exceed the amount withdrawn on such previous date.

The Trustee shall have the right to redeposit Invested Moneys withdrawn from the Subordinate Debt Service Reserve Fund to the Subordinate Debt Service Reserve Fund in accordance with the procedures specified in this Section and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the redeposit of withdrawn Invested Moneys occurs as soon as practicable and in any event within twelve (12) months after the date withdrawn and provided further that such redeposit of withdrawn Invested Moneys shall not exceed the amount withdrawn on such previous date.

After May 23, 1997, the Trustee shall invest funds on deposit in the Cashtrap Account under this Agreement in accordance with the Indenture and in accordance with the wire transfer procedures specified in the first sentence of this Section 2.1 and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the amount so invested from the Cashtrap Account at any one time shall not exceed \$8,500,000.

The Borrower hereby represents and warrants that it reasonably anticipates that Invested Moneys will be deposited monthly into the Cashtrap Account in accordance with the procedures set forth herein and in the amount of one-twelfth of the yearly amount set forth in Exhibit D hereto.

After May 23, 1997, the Trustee shall invest funds on deposit in the Float Fund under this Agreement in accordance with the Indenture and in accordance with the wire transfer procedures specified in the first sentence of this Section 2.1 and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the amount so invested from the Float Fund at any one time shall not exceed \$750,000.

2.2. Earnings. Earnings on the Invested Moneys credited to each Fund shall accrue at the Rate of Earnings applicable to such Fund on the daily outstanding balance of the Invested Moneys calculated

in accordance with the Earnings Calculation Basis set forth in Exhibit C commencing with and including the Initial Deposit Date and ending with and excluding the Termination Date. All Earnings accrued on each Fund shall be payable by wire transfer of immediately available funds to the Trustee in arrears on each Earnings Payment Date applicable to such Fund. If any Earnings Payment Date is not a Business Day, payment will be made on the first Business Day thereafter.

2.3. Withdrawal. Withdrawals shall be permitted as specified on Exhibit C; provided, however, that notwithstanding anything to the contrary in this Agreement, the Trustee may not make any withdrawal hereunder within seven (7) days of the Initial Deposit Date, or with respect to any additionally deposited or redeposited Invested Moneys, within seven (7) days of such additional deposit or redeposit. Withdrawals may be made only for the purposes specified in the Indenture, which in the case of the Senior Debt Service Reserve Fund, the Subordinate Debt Service Reserve Fund and the Subordinate Pledged Funds Account shall be limited to withdrawals (a) necessary to avoid payment default on the Bonds, (b) in connection with a partial or complete refunding of the Bonds (c) in connection with a complete defeasance of the Bonds, or (d) in accordance with Section 5.07A(c) of the Indenture. Withdrawals may not be made for reinvestment purposes. Further, without the Bank's prior written consent, amounts may not be withdrawn from any of the Funds for any purpose for which the Indenture on the date hereof does not already provide.

If at any time during the term of this Agreement the Trustee shall make withdrawals (a) other than those permitted under Section 2.2, Section 2.3, Section 6.8, Section 6.13 or Section 6.14 which cause the Bank to break its deposit(s) or other funding arrangements with other institutions or (b) from the Senior Debt Service Reserve Fund or the Subordinate Debt Service Reserve Fund in connection with the delivery of a letter of credit, surety bond or other security instrument in substitution for the cash held in the Senior Debt Service Reserve Fund or the Subordinate Debt Service Reserve Fund, the Trustee shall promptly pay to the Bank an amount equal to the penalties, losses, costs, expenses, damages and other charges as are incurred by the Bank as a result of the Bank breaking such deposit(s) or other funding arrangements. Any such payment shall be present-valued on the basis of the remaining term of this Agreement and the interest rate borne by United States Treasury securities of comparable term. A certificate as to the amount of such penalties, losses, costs, expenses, damages or other charges submitted by the Bank to the Trustee shall be conclusive absent manifest error as to the amount thereof. Such certificate shall set forth the calculation of such amount in reasonable detail. The obligation to make payments under this Section, however, is subordinate to the Trustee's obligations to Bondholders (as defined in the Indenture) of the Senior Bonds and the Insurer.

2.4. Form of Payments. All amounts paid by one party to another hereunder shall be remitted by wire transfer of immediately available funds pursuant to the wire transfer instructions of the receiving party shown in Exhibit B or such other instructions as shall have been specified by such party in a notice given pursuant to Section 1.2.

SECTION 3. TERMINATION

Each Fund hereunder shall terminate on the Termination Date set forth in Exhibit C with respect to such Fund. This Agreement shall terminate on the last Termination Date. At such time, all Invested Moneys not previously withdrawn by the Trustee, together with all accrued and unpaid Earnings, shall be paid to the Trustee in accordance with Section 2.4 of this Agreement.

ACKNOWLEDGEMENT, AGREEMENT AND DIRECTION

The Borrower hereby acknowledges the aforesaid Agreement and agrees to perform its obligations as set forth therein and to be bound by the provisions thereof. In addition, the Borrower directs the Trustee to execute the Agreement and to perform all duties required of it under the Agreement and represents that the Agreement constitutes a permitted investment for moneys under the Indenture.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement and Agreement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested all as of May 23, 1997.

NOVATO FINANCING AUTHORITY

By _____
Name _____
Title _____

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to be closed in New York, New York, San Francisco, California, St. Paul, Minnesota, or the New York Stock Exchange is authorized or obligated by law or executive order to be closed.

"Cashtrap Account" shall mean, collectively, the Senior Cashtrap Account and the Subordinate Cashtrap Account, established under Section 5.04 of the Indenture.

"Downgrade Event" shall mean the withdrawal, suspension or reduction of the rating assigned to the Bank's senior unsecured long-term debt obligations by Moody's or S&P below "Aa3" or "AA-," respectively.

"Earnings" shall mean the interest earned on the Invested Moneys, calculated in accordance with Section 2.2 of this Agreement.

"Earnings Payment Date" shall mean the last Business Day of each March and September, commencing the last Business Day of September, 1997.

"Float Fund" shall mean, collectively, the Capital Improvement Subaccount of the Replacement Reserve Fund, as established under Section 5.10 of the Indenture, the Subordinate Pledged Funds Account, as established under Section 5.06 of the Indenture, and the Bond Fund, as established under Section 5.05 of the Indenture.

"Initial Deposit" shall, with respect to each Fund, mean the Initial Deposit set forth in Exhibit C.

"Initial Deposit Date" shall mean May 23, 1997.

"Invested Moneys" shall mean all amounts deposited hereunder, less any withdrawals pursuant to this Agreement.

"Maturity Date" shall, with respect to each Fund, mean the Maturity Date set forth in Exhibit C.

"Moody's" shall mean Moody's Investors Service.

"Rate of Earnings" shall, with respect to each Fund, mean the Rate of Earnings set forth in Exhibit C.

"S&P" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"Senior Debt Service Reserve Fund" shall mean that Senior Debt Service Reserve Fund established under Section 5.07A of the Indenture.

EXHIBIT C

SCHEDULE OF TERMS

Name of Bonds: \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority; \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority

Fund: Senior Debt Service Reserve Fund

Initial Deposit Amount: \$1,006,424.00

Rate of Earnings: 6.86% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: October 1, 2027

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Subordinate Debt Service Reserve Fund

Initial Deposit Amount: \$145,931.56

Rate of Earnings: 6.86% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: October 1, 2024

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Cashtrap Account

Initial Deposit Amount: \$12,777.10

Rate of Earnings: 6.46% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: April 1, 2017

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Float Fund

Initial Deposit Amount: \$613,074.62

Rate of Earnings: 6.86% per annum

Earnings Calculation

Basis:

360-day year consisting of twelve 30-day months.

Earnings Payment

Dates:

Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals:

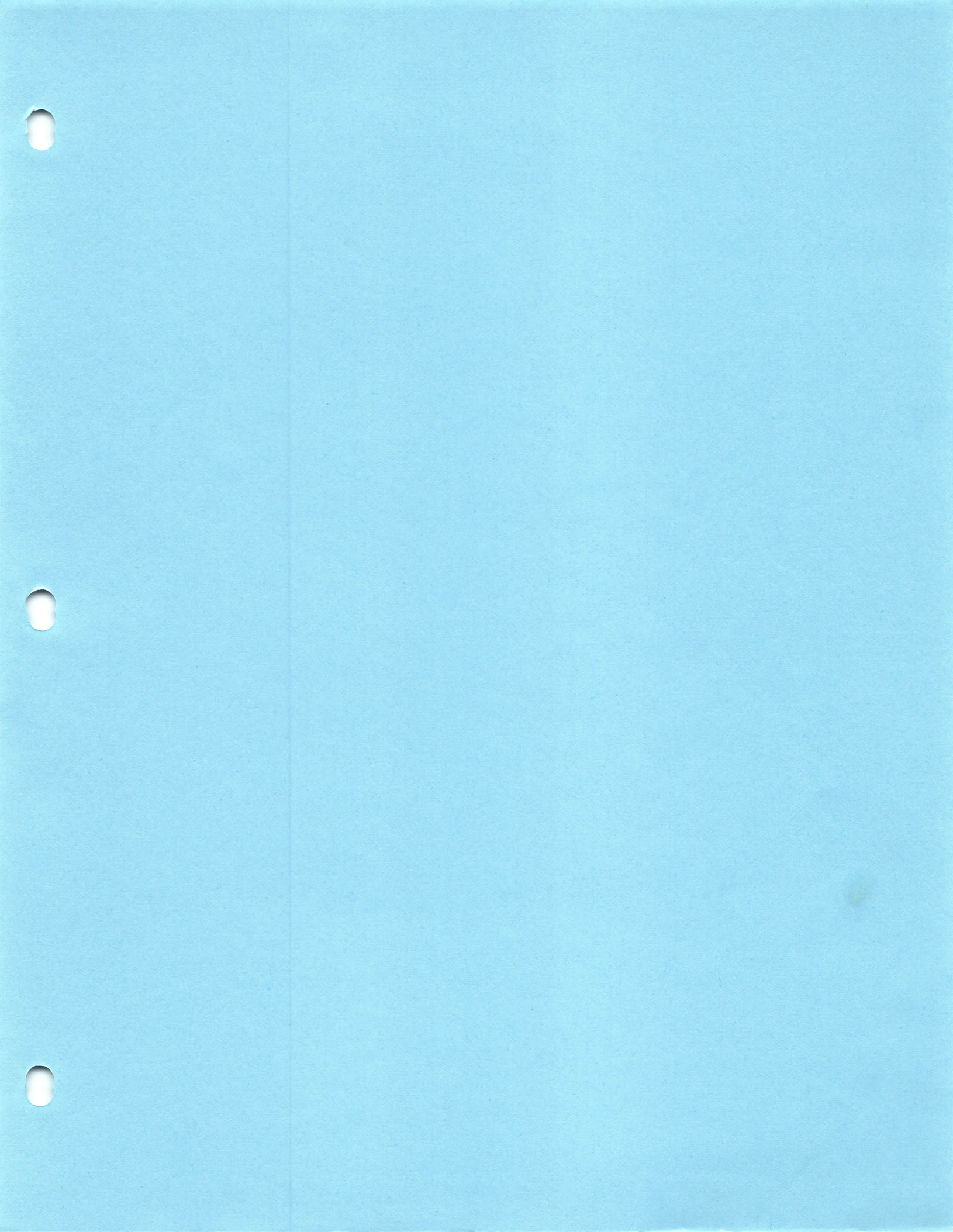
For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date:

October 1, 2027

Termination Date:

Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement



AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(10-17-92)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:


1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the lien of the insured mortgage;
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
CALIFORNIA LAND TITLE COMPANY
OF MARIN
700 Irwin St. - P. O. Box 150711 (94915)
San Rafael, CA 94901
(415) 454 - 9323

PRO-FORMA POLICY

CHICAGO TITLE INSURANCE COMPANY
By:


President



By:


Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to

provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-2284

This a pro forma policy prepared on 03/04/97 at the request of Novato Financing Authority , for the sole use and benefit of the proposed insured named below, subject to the provisions of Note No. 1 following the end of Schedule B.

SCHEDULE A (ALTA 1992)

Policy No. Pro-Forma -211080
Date of Policy: February 26, 1997 at 7:30 A.M.
Amount of Insurance: \$17,015,000.00 Premium: \$4,026.00

1. Name of Insured:

FIRST TRUST OF CALIFORNIA, a National Association its successors and/or assigns which are included within the definition of "insured" in Section 1(a) of the Conditions and Stipulations of this policy.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A FEE as to Parcel One, AN EASEMENT more fully described below as to parcels Two, Three and Four

3. The estate or interest in the land is vested in:

NOVATO FINANCING AUTHORITY, a Joint Powers Authority and Existing laws of the State of California

and mortgage and assignments thereof, if any, are described as follows:

CONTINUED

5. The land referred to in this Policy is described as follows:
SEE ATTACHED

Countersigned:

Pro-Forma Policy

Authorized Signatory

mortgage (continued)

A "Deed of Trust, Assignment of Leases, and Rents, Security Agreement and Fixture Filing" to secure the obligations of the trustor hereunder in favor the the California Local Government Finance Authority, pursuant to the terms of those certain Series A and Series B Notes loan agreement referenced therein, certain rights of the California Local Government Finance Authority under said notes and loan agreement having been assigned an pledged to First Trust of California, National Association as Trustee under that certain Indenture of Trust by and between California Local Government Finance Authority and First Trust of California, National Association, as Trustee, dated March 1, 1997 to secure the "\$15,450,000.00 Senior Revenue Bond, Series 1999A (Marin Valley Mobile Country Club Park Acquisition Project) and \$1,565,000.00 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile County Club Park Acquisition Project) issued for the benefit of the Novato Finance Authority Facilitated by the California Local Government Finance Authority" in the amount of \$17,015,000.00, initially issued an authenticated under and pursuant to said "Indenture of Trust".

Trustor:	Novato Financing Authority
Trustee:	Consolidated Title Services, Inc.
Beneficiary:	First Trust of California, National Association
Recorded:	March __, 1997 as Instrument No. 97 _____, Marin County Records

DESCRIPTION

All that certain real property situate in the County of Marin, State of California, and is described as follows:

PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet; thence South $56^{\circ}52'57''$ West, 27.67 feet; thence North $36^{\circ}18'57''$ West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North $31^{\circ}38'57''$ West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $12^{\circ}57'17''$ West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North $74^{\circ}45'51''$ West, 2061.07 feet; thence leaving said North line of 11 O.S. 70, South $28^{\circ}17'33''$ West, 307.47 feet; thence South $31^{\circ}34'45''$ East, 176.63 feet; thence South $11^{\circ}14'44''$ West, 299.74 feet; thence South $25^{\circ}35'52''$ West, 22.40 feet; thence South $35^{\circ}06'40''$ West 174.62 feet; thence North $21^{\circ}35'02''$ West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $45^{\circ}39'21''$, an arc distance of 79.68 feet; thence North $24^{\circ}04'19''$ East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $68^{\circ}23'02''$, an arc distance of 238.70 feet; thence North $44^{\circ}18'43''$ West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ}50'36''$, an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records;

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03" East, 439.01 feet to the TRUE POINT OF BEGINNING .

DPH:BFL

LEGAL DESCRIPTION
PARCEL 2

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under, and across the following described parcel of real property:

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ}48'12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of $4^{\circ}30'46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of $49^{\circ}21'16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of $111^{\circ}56'04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ}08'44''$ East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of $32^{\circ}44'26''$, an arc distance of 100.00 feet; thence South $71^{\circ}06'50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ}06'50''$ East; thence northerly along said curve, through a central angle of $30^{\circ}41'42''$, an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North $23^{\circ}07'24''$ East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South $66^{\circ}52'36''$ East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of $59^{\circ}15'10''$, an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING

DPH:BFL

LEGAL DESCRIPTION
PARCEL 3

A non-exclusive easement appurtenant to Parcel 1 above described for vehicle turn around purposes on, over and across the following described parcel of real property:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North $56^{\circ}52'57''$ East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of $222^{\circ}19'36''$, an arc distance of 176.90 feet; thence South $14^{\circ}33'21''$ West, 52.70 feet; thence South $36^{\circ}18'57''$ East, 43.88 feet; thence North $56^{\circ}52'57''$ East, 27.67 feet to the TRUE POINT OF BEGINNING

DPH:BFL

**LEGAL DESCRIPTION
PARCEL 4**

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North $78^{\circ}33'04''$ East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of 8 O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL

**SCHEDULE B
(ALTA 1992)****PART I
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. General and special County taxes for the fiscal year 1997-1998, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: May 29, 1951,
in Book 681 of Official Records at Page 274,
Marin County Records.
In Favor of: Pacific Gas and Electric Company, a
corporation
For: A line of towers
Affects: Parcel One

(Said Deed contains conditions regarding the construction of buildings within 40 feet of the center line of said strip)

Said easement includes the right to trim trees along the route thereof.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: September 16, 1958,
in Book 1217 of Official Records at Page 207
and relocated April 16, 1969, Marin County
Records.
In Favor of: Pacific Gas and Electric Company, a
corporation
For: Gas line, 30 feet in width
Affects: Parcel One

(Said deed contains conditions regarding the erection of building, etc., along said strip)

Said easement includes the right to trim trees along the route thereof.

CONTINUED

exceptions (continued)

5. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been severed from said land by the document

Recorded: February 3, 1961,
in Book 1433 of Official Records at
Page 353, Marin County Records.

Affects: Westerly line of Parcel One

6. Waiver of any claim for damages to the herein described property by reason of the location, construction, landscaping or maintenance of a freeway contiguous thereto as contained in the deed

Recorded: February 3, 1961,
in Book 1433 of Official Records at Page
353, Marin County Records.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Recorded: July 1, 1969,
in Book 2309 of Official Records at
Page 18, Marin County Records.

In Favor of: North Marin County Water District, a
public corporation

For: Ingress and Egress and Pipeline
Purposes

Affects: Parcel One

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Recorded: November 7, 1974,
in Book 2844 of Official Records at
Page 559, Marin County Records.

In Favor of: Marin Municipal Water District, a
public corporation

For: Access Purposes

Affects: Parcel One

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Recorded: September 11, 1989,
as Instrument No. 89 52596, Marin
County Records.

In Favor of: North Marin Water District, a public
corporation

For: Water Lines and Sewer Lines

Affects: Parcel One

CONTINUED

exceptions. (continued)

10. An easement to construct, install, maintain, alter and repair underground water pipelines, a temporary construction easement for ingress and egress and access purposes, as contained in a Final Order of Condemnation had on May 13, 1995 in an action had in the Superior Court of the State of California, County of Marin entitled, "Marin Municipal Water District, plaintiff, vs Paul Sade, as Trustee, et all, defendants", Case No. 160245, a certified copy of said judgement was recorded April 15, 1995 as Instrument No. 95 017671, Marin County Records and an Amended Final Order recorded April 19, 1995 as Instrument No. 95 019650, Marin County Records.

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: December 31, 1996,
as Instrument No. 96069645, Marin County Records.
In Favor of: The Trust for Public Lands, a California non-profit public benefit corporation
For: Pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes and fire and emergency vehicle access purposes
Affects: 100 foot wide strip in extreme Westerly portion of Parcel One herein described and its continuation over Marin Valley Drive, Sunrise Lane and Club View Drive

12. Terms and Provisions as contained in the Grant Deed from Paul Sade and Eleanor Sade, as Trustees to the Trust for Public Land, a California non-profit public benefit corporation, recorded December 31, 1996 as Instrument No. 96069645, Marin County Records.

13. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

(Affects that portion of the herein described property lying within the boundaries of Survey No. 80, Swamp and Overflowed Lands, as designated by that certain Survey, recorded July 10, 1969 in Book 8 of Official Surveys, at Page 57, Marin County Records and as described in the Deed recorded October 8, 1868 in Book H of Deeds at Page 165, Marin County Records)

CONTINUED

exceptions. (continued)

14. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled "ALTA Survey-Marin Valley Mobile Country Club," dated October 28, 1996 prepared by Oberkamper & Associates, Civil Engineers Inc.:
 - a. The fact that a fence encroaches the Northerly and Easterly lines of the herein described property
 - b. The fact that a vegetable garden and "deer" fence encroach the Northerly line of the herein described property
 - c. The fact that a flood zone is located in the Easterly portion of the herein described property
 - d. The fact that a water valve and blow-off is located outside the boundaries of the easement in favor of North Marin Water District, affecting the Easterly portion of the herein described property
 - e. The fact that a concrete lined ditch is located in the Southerly portion of the herein described property
- 15 A Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants dated as of March 1, 1997 by and between the Novato Financing Authority, Park Acquisition Corporation of Marin Valley Mobile Country Club and the Redevelopment Agency of the City of Novato subject to the provisions as therein contained recorded March __, 1997 as Instrument No. 97 _____, Marin County Records.

END OF SCHEDULE B PART I

SCHEDULE B
(ALTA 1992)

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

- 1. Rights and Interests of Park Acquisition Corporation of Marin Valley Mobile County Club as disclosed by the certain Delegation Agreement dated as of March 1, 1997.
- 2. A financing statement recorded in the Office of the County Recorder, showing

Debtor:	To Be Determined
Secured Party:	To Be Determined
Date:	To Be Determined
Recorded:	_____

 as Instrument No. _____, Marin County Records.

NOTE NO. 1: In addition to the matters shown in Schedule B above, the title insurance policy, when issued will except from the coverage afforded any defect, lien, encumbrance or other matter affecting the estate or interest covered by the policy which shall have intervened or occurred, or become for the first time disclosed to the Company, between the date this pro forma policy was prepared and the ultimate date of the policy of title insurance. This pro forma policy does not reflect the present condition of title but, rather, indicates the form of title insurance policy, together with the schedules thereof and the endorsements thereto, which the Company is prepared to issue when all necessary documents are received and all acts performed to its satisfaction. This pro forma policy is to be used for informational purposes only, is not a commitment to insure, and no liability is assumed by its issuance.

END OF SCHEDULE B PART II

The Endorsements enumerated and appearing after Schedule B are an integral part of this policy:

Endorsement Number(s):
100.2, 103.4, 116.1, 112.1, 3305, 31.09, 8.1, cred-rights

issued by
CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. Pro-Forma-211080PF

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:
 - (a) There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
 - (4) There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:
 - (a) impairment or loss of the lien of the insured mortgage; or
 - (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat or subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

ENDORSEMENT NO. 103.4

issued by
CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. Pro-Forma-211080PF

The Company hereby insures the insured against loss which the insured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives, that the easement described as Parcel Two Herein provides the owner of the estate or interest referred to in Schedule A with ingress and egress to and from a public street known as Marin Valley Drive

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 103.4 (Rev. 9-10-93)
ALTA or CLTA - Owner or Lender

ENDORSEMENT NO. 116.1
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY
Attached to Policy No. Pro-Forma-211080PF

The Company assures the insured that the land is the same as that delineated on the plat of a survey made by Oberkamper & Associates on October 28 , 1996, designated Job No. 146-96, which is attached hereto and made a part hereof.

The Company hereby insures the insured against loss which the insured shall sustain in the event that the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

DATED: February 26, 1997

CLTA Form 116.1 (Rev. 9-10-93)
ALTA or CLTA - Owner

INDORSEMENT
Attached to Policy No.
Issued by

Section 1 of the Conditions and Stipulations of this policy is hereby amended by deleting therefrom subparagraph (a) and substituting in lieu thereof the following:

- (a) "insured": the insured named in Schedule A, together with each owner or legal holder of any of the bonds secured by the insured mortgage. The term "insured" also includes
 - (i) each successor of the named insured, as Trustee under the Indenture referred to in the insured mortgage, provided the successor is the parent or wholly-owned subsidiary of the named insured, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds;
 - (ii) each successor in ownership of any of the bonds secured by the insured mortgage (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the bond or bonds as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (iii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guarantee insuring or guaranteeing the indebtedness evidenced by said bonds, or any part thereof, whether named as an insured herein or not;
 - (iv) the parties designated in Section 2(a) of these Conditions and Stipulations.

Section 1 of the Conditions and Stipulations of this policy is further hereby amended by adding subparagraph (h) thereto to read as follows:

- (h) "bond" or "bonds": the evidences of indebtedness, whether one or more, secured by said mortgage.

Section 6 of the Conditions and Stipulations of said policy is hereby amended by deleting the printed text thereof and substituting in lieu thereof the following:

6. Options to Pay or Otherwise Settle Claims:
Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of
Insurance or to Purchase the Bonds.

- (i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or
- (ii) to purchase the bond or bonds secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase said bond or bonds as herein provided, such insured shall transfer, assign and deliver said bond or bonds and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other
than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by

the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

If this indorsement is attached to an ALTA Loan Policy-1970, then in that event, the foregoing references to Section 1 and subparagraphs (a) and (h) thereof, Section 2(a) and to Section 6, all of the Conditions and Stipulations, shall be deemed to refer to Paragraph 1 and subparagraphs (a) and (g) thereof, Paragraph 2(a) and to Paragraph 5, respectively, all of the Conditions and Stipulations.

Any loss under this policy shall be payable to the insured as their respective interests may appear. If payment is made to any owner or legal holder of any of said bonds, such payment shall be made ratably with other bondholders. Payment by the Company to any owner or legal holder of any of said bonds shall reduce pro tanto the liability of the Company under this policy to such owner or legal holder.

By PRO-FORMA POLICY

CLTA Form 112.1 (Rev. 2-10-68)
ALTA-Lender-Bondholder

ENDORSEMENT

Date:

Attached to Policy No.: PRO-FORMA POLICY

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the entry of a final court order or judgment determining and adjudging:

That the lien of the mortgage referred to in Schedule A is invalid or unenforceable as to the principal and interest due on the note secured thereby, said interest being computed in accordance with the provisions of said mortgage and note, on the ground that the loan evidenced by the note secured thereby is usurious in whole or in part under the laws of the state of (insert name(s) of the state or states covered)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

ENDORSEMENT

Date:

Policy No.: PRO-FORMA POLICY

The Company hereby insures the named Insured against loss or damage which said Insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and denies the right to enforce the lien of the mortgage referred to in Schedule A on the grounds that the making of the loan constituted a violation of the doing business laws of the State of California.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsement thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

By: PRO-FORMA POLICY
Authorized Signatory

ENDORSEMENT NO. 8.1

issued by
CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. Pro-Forma -211080PF

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

ENDORSEMENT NO. 110.1

attached to and forming a part of
Policy of Title Insurance No. Pro-Forma-211080PF

issued by
CHICAGO TITLE INSURANCE COMPANY

Said Policy is hereby amended by deleting paragraph 7 of the Exclusions from Coverage of the ALTA Loan Policy for (10-17-92).

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as expressly provided as to the subject matter hereof.

Dated: 02/26/97

PRO FORMA POLICY

Authorized Signatory

CLTA Form 110.1 (Revised 8-31-65)
ALTA or CLTA-Owner or Lender

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CALIFORNIA LAND TITLE COMPANY
OF MARIN
700 Irwin St. - P. O. Box 150711 (94915)
San Rafael, CA 94901
(415) 454 - 9323

PRO-FORMA POLICY

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Miller
President



By:

Thomas J. Adams
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights of defense the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage by a purchaser from the insured, or only so long as the insured shall be liable by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

**Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294**

This is a pro forma policy prepared on 03/04/97 at the request of Novato Financing Authority, for the sole use and benefit of the proposed insured named below, subject to the provisions of Note No. 1 following the end of Schedule B.

SCHEDULE A
(ALTA OWNERS)

Policy No. Pro-Forma -211080
Date of Policy: February 26, 1997 at 7:30 A.M.
Amount of Insurance: \$15,450,000.00
Premium: \$16,222.50

1. Name of Insured:

NOVATO FINANCING AUTHORITY, a Joint Powers Authority and Existing Under the Laws of the State of California

2. The estate or interest in the land described herein and which is covered by this policy is:

A FEE as to Parcel One, AN EASEMENT more fully described below as to Parcels Two, Three and Four

3. The estate or interest referred to herein is at Date of Policy vested in:

NOVATO FINANCING AUTHORITY, a Joint Powers Authority and Existing Under the Laws of the State of California

4. The land referred to in this policy is situated in the State of California, County of Marin, and is described as follows:

SEE DESCRIPTION ATTACHED

Countersigned:

Authorized Signatory

DESCRIPTION

All that certain real property situate in the County of Marin, State of California, and is described as follows:

PARCEL 1

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet to the TRUE POINT OF BEGINNING;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet; thence South $56^{\circ}52'57''$ West, 27.67 feet; thence North $36^{\circ}18'57''$ West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said westerly line of 8 O.S. 57;

thence along said Rancho boundary and said westerly line of 8 O.S. 57, North $31^{\circ}38'57''$ West, 257.55 feet;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $12^{\circ}57'17''$ West, 443.49 feet to a point on said Rancho boundary and said westerly line of 8 O.S. 57 and which is a found, 3-inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the northeast corner thereof;

thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North $74^{\circ}45'51''$ West, 2061.07 feet; thence leaving said North line of 11 O.S. 70, South $28^{\circ}17'33''$ West, 307.47 feet; thence South $31^{\circ}34'45''$ East, 176.63 feet; thence South $11^{\circ}14'44''$ West, 299.74 feet; thence South $25^{\circ}35'52''$ West, 22.40 feet; thence South $35^{\circ}06'40''$ West 174.62 feet; thence North $21^{\circ}35'02''$ West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $45^{\circ}39'21''$, an arc distance of 79.68 feet; thence North $24^{\circ}04'19''$ East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $68^{\circ}23'02''$, an arc distance of 238.70 feet; thence North $44^{\circ}18'43''$ West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ}50'36''$, an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of

56°44'18", an arc distance of 371.35 feet, to the point of compound curvature of a 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25°31'51", an arc distance of 77.98 feet to a point bearing South 6°18'59" East, 215.67 feet from the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records;

thence South 71°06'50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71°06'50" East; thence southeasterly along said curve, through a central angle of 25°31'51", an arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56°44'18", an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56°50'36", an arc distance of 173.62 feet; thence South 44°18'43" East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 68°23'02", an arc distance of 119.35 feet; thence South 24°04'19" West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 45°39'21", an arc distance of 159.37 feet; thence South 21°35'02" East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 82°00'37", an arc distance of 200.39 feet; thence South 61°58'24" East, 168.41 feet; thence North 46°47'31" East, 307.04 feet; thence North 22°43'48" East, 306.30 feet; thence North 88°49'28" East, 208.66 feet; thence North 73°09'47" East, 534.21 feet; thence South 30°31'33" East, 50.00 feet; thence South 59°28'27" West, 360.08 feet; thence South 49°17'13" West, 154.78 feet; thence South 40°34'04" East, 363.14 feet; thence North 45°42'44" East, 372.01 feet; thence North 76°56'09" East, 148.75 feet; thence South 63°52'01" East, 28.35 feet; thence South 26°07'59" West, 237.85 feet; thence South 74°20'31" West, 205.01 feet; thence South 8°31'26" West, 107.69 feet; thence South 53°07'25" West, 214.67 feet; thence South 68°43'49" West, 279.73 feet; thence South 41°06'02" West, 223.36 feet; thence South 35°40'28" East, 139.99 feet; thence South 76°17'06" East, 318.47 feet; thence North 80°54'38" East, 85.65 feet; thence North 72°36'03" East, 330.41 feet; thence North 82°11'38" East, 370.72 feet; thence South 74°25'36" East, 456.94 feet; thence North 58°21'03" East, 439.01 feet to the TRUE POINT OF BEGINNING.

DPH:BFL

LEGAL DESCRIPTION
PARCEL 2

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes; and fire and emergency vehicle access purposes on, over, under, and across the following described parcel of real property:

COMMENCING FOR REFERENCE at the most northerly corner of that certain parcel of land granted to the City of Novato by deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ}48'12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances: southerly along said curve, through a central angle of $4^{\circ}30'46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve, through a central angle of $49^{\circ}21'16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right, and thence along said curve, through a central angle of $111^{\circ}56'04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ}08'44''$ East; thence leaving said exterior line of 2239 O.R. 176, southerly along said curve, through a central angle of $32^{\circ}44'26''$, an arc distance of 100.00 feet; thence South $71^{\circ}06'50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ}06'50''$ East; thence northerly along said curve, through a central angle of $30^{\circ}41'42''$, an arc distance of 147.33 feet to a point on the easterly line of that land granted to the State of California by deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said easterly line, North $23^{\circ}07'24''$ East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South $66^{\circ}52'36''$ East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left, and thence along said curve, through a central angle of $59^{\circ}15'10''$, an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING

DPH:BFL

LEGAL DESCRIPTION
PARCEL 3

A non-exclusive easement appurtenant to Parcel 1 above described for vehicle turn around purposes on, over and across the following described parcel of real property:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 141.51 feet; thence leaving said Rancho boundary and said westerly line of 8 O.S. 57, North $58^{\circ}21'03''$ East, 56.66 feet; thence North $32^{\circ}44'43''$ West, 112.90 feet to the TRUE POINT OF BEGINNING;

thence North $56^{\circ}52'57''$ East, 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of $222^{\circ}19'36''$, an arc distance of 176.90 feet; thence South $14^{\circ}33'21''$ West, 52.70 feet; thence South $36^{\circ}18'57''$ East, 43.88 feet; thence North $56^{\circ}52'57''$ East, 27.67 feet to the TRUE POINT OF BEGINNING

DPH:BFL

**LEGAL DESCRIPTION
PARCEL 4**

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

A 20-FOOT WIDE STRIP OF LAND lying 10 feet either side of the following described line:

COMMENCING FOR REFERENCE at a found open 2-inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita y Las Gallinas, said point also being designated "S.J.1", as the same is shown upon that certain plat entitled "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian;

thence along the boundary of said Rancho San Jose and the westerly line of said 8 O.S. 57, North $31^{\circ}38'57''$ West, 687.55 feet to the TRUE POINT OF BEGINNING, said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline North $78^{\circ}33'04''$ East, 493.10 feet to a point on the westerly right of way line of the Northwestern Pacific Railroad Company, a California corporation, as described by deed recorded May 15, 1908 in Book 114 of Deeds at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said westerly line of 8 O.S. 57 and said westerly right of way line of 114 Deeds 376.

DPH:BFL

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. General and special County taxes for the fiscal year 1997-1998, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: May 29, 1951,
in Book 681 of Official Records at Page 274,
Marin County Records.
In Favor of: Pacific Gas and Electric Company, a corporation
For: A line of towers
Affects: Parcel One

(Said Deed contains conditions regarding the construction of buildings within 40 feet of the center line of said strip)

Said easement includes the right to trim trees along the route thereof.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: September 16, 1958,
in Book 1217 of Official Records at Page 207 and
relocated April 16, 1969, Marin County Records.
In Favor of: Pacific Gas and Electric Company, a corporation
For: Gas line, 30 feet in width
Affects: Parcel One

(Said deed contains conditions regarding the erection of building, etc., along said strip)

Said easement includes the right to trim trees along the route thereof.

5. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been severed from said land by the document
Recorded: February 3, 1961,
in Book 1433 of Official Records at Page 353,
Marin County Records.
Affects: Westerly line of Parcel One

CONTINUED

(continued)

6. Waiver of any claim for damages to the herein described property by reason of the location, construction, landscaping or maintenance of a freeway contiguous thereto as contained in the deed
Recorded: February 3, 1961,
in Book 1433 of Official Records at Page 353, Marin County Records.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: July 1, 1969,
in Book 2309 of Official Records at Page 18, Marin County Records.
In Favor of: North Marin County Water District, a public corporation
For: Ingress and Egress and Pipeline Purposes
Affects: Parcel One

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: November 7, 1974,
in Book 2844 of Official Records at Page 559, Marin County Records.
In Favor of: Marin Municipal Water District, a public corporation
For: Access Purposes
Affects: Parcel One

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: September 11, 1989,
as Instrument No. 89 52596, Marin County Records.
In Favor of: North Marin Water District, a public corporation
For: Water Lines and Sewer Lines
Affects: Parcel One

10. An easement to construct, install, maintain, alter and repair underground water pipelines, a temporary construction easement for ingress and egress and access purposes, as contained in a Final Order of Condemnation had on May 13, 1995 in an action had in the Superior Court of the State of California, County of Marin entitled, "Marin Municipal Water District, plaintiff, vs Paul Sade, as Trustee, et all, defendants", Case No. 160245, a certified copy of said judgement was recorded April 15, 1995 as Instrument No. 95 017671, Marin County Records and an Amended Final Order recorded April 19, 1995 as Instrument No. 95 019650, Marin County Records.

CONTINUED

(continued)

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document Recorded: December 31, 1996, as Instrument No. 96069645, Marin County Records.
- In Favor of: The Trust for Public Lands, a California non-profit public benefit corporation
- For: Pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes and fire and emergency vehicle access purposes
- Affects: 100 foot wide strip in extreme Westerly portion of Parcel One herein described and its continuation over Marin Valley Drive, Sunrise Lane and Club View Drive

12. Terms and Provisions as contained in the Grant Deed from Paul Sade and Eleanor Sade, as Trustees to the Trust for Public Land, a California non-profit public benefit corporation, recorded December 31, 1996 as Instrument No. 96069645, Marin County Records.

13. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

(Affects that portion of the herein described property lying within the boundaries of Survey No. 80, Swamp and Overflowed Lands, as designated by that certain Survey, recorded July 10, 1969 in Book 8 of Official Surveys, at Page 57, Marin County Records and as described in the Deed recorded October 8, 1868 in Book H of Deeds at Page 165, Marin County Records)

14. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled "ALTA Survey-Marin Valley Mobile Country Club," dated October 28, 1996 prepared by Oberkamper & Associates, Civil Engineers Inc.:
- a. The fact that a fence encroaches the Northerly and Easterly lines of the herein described property
 - b. The fact that a vegetable garden and "deer" fence encroach the Northerly line of the herein described property
 - c. The fact that a flood zone is located in the Easterly portion of the herein described property

CONTINUED

(continued)

- d. The fact that a water valve and blow-off is located outside the boundaries of the easement in favor of North Marin Water District, affecting the Easterly portion of the herein described property
 - e. The fact that a concrete lined ditch is located in the Southerly portion of the herein described property
- 15 A Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants dated as of March 1, 1997 by and between the Novato Financing Authority, Park Acquisition Corporation of Marin Valley Mobile Country Club and the Redevelopment Agency of the City of Novato subject to the provisions as therein contained recorded March __, 1997 as Instrument No. 97 _____, Marin County Records.
16. A "Deed of Trust, Assignment of Leases, and Rents, Security Agreement and Fixture Filing" to secure the obligations of the trustor hereunder in favor the the California Local Government Finance Authority, pursuant to the terms of those certain Series A and Series B Notes loan agreement referenced therein, certain rights of the California Local Government Finance Authority under said notes and loan agreement having been assigned an pledged to First Trust of California, National Association as Trustee under that certain Indenture of Trust by and between California Local Government Finance Authority and First Trust of California, National Association, as Trustee, dated March 1, 1997 to secure the "\$15,450,000.00 Senior Revenue Bond, Series 1999A (Marin Valley Mobile Country Club Park Acquisition Project) and \$1,565,000.00 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile County Club Park Acquisition Project) issued for the benefit of the Novato Finance Authority Facilitated by the California Local Government Finance Authority" in the amount of \$17,015,000.00, initially issued an authenticated under and pursuant to said "Indenture of Trust".
- Trustor: Novato Financing Authority
Trustee: Consolidated Title Services, Inc.
Beneficiary: First Trust of California, National Association
- Recorded: March __, 1997
as Instrument No. 97 _____, Marin County Records
17. Rights and Interests of Park Acquisition Corporation of Marin Valley Mobile County Club as disclosed by the certain Delegation Agreement dated as of March 1, 1997.

CONTINUED

(continued)

18. A financing statement recorded in the Office of the County Recorder, showing
- | | |
|----------------|------------------|
| Debtor: | To Be Determined |
| Secured Party: | To Be Determined |
| Date: | To Be Determined |
| Recorded: | |
- as Instrument No. _____, Marin County Records.

NOTE NO. 1: In addition to the matters shown in Schedule B above, the title insurance policy, when issued will except from the coverage afforded any defect, lien, encumbrance or other matter affecting the estate or interest covered by the policy which shall have intervened or occurred, or become for the first time disclosed to the Company, between the date this pro forma policy was prepared and the ultimate date of the policy of title insurance. This pro forma policy does not reflect the present condition of title but, rather, indicates the form of title insurance policy, together with the schedules thereof and the endorsements thereto, which the Company is prepared to issue when all necessary documents are received and all acts performed to its satisfaction. This pro forma policy is to be used for informational purposes only, is not a commitment to insure, and no liability is assumed by its issuance.

END OF SCHEDULE B

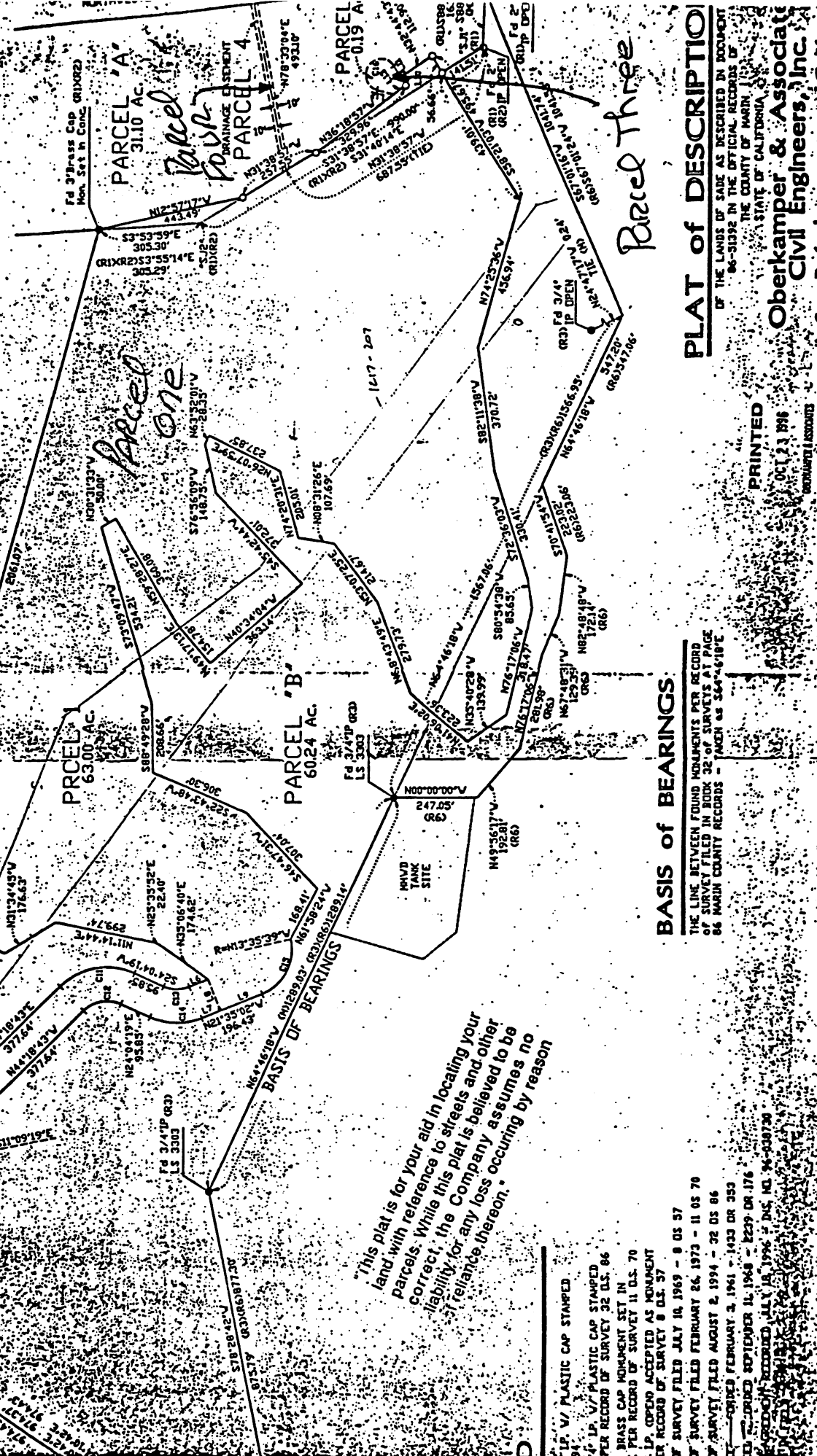
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97	98	99	100		



This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

- 1/4" V. PLASTIC CAP STAMPED
- PER RECORD OF SURVEY 32 D.S. 86
- BRASS CAP MONUMENT SET IN
- C. PER RECORD OF SURVEY 11 D.S. 70
- 1/4" V. PLASTIC CAP STAMPED
- PER RECORD OF SURVEY 32 D.S. 86
- BRASS CAP MONUMENT SET IN
- C. PER RECORD OF SURVEY 11 D.S. 70
- 1/4" V. PLASTIC CAP STAMPED
- PER RECORD OF SURVEY 32 D.S. 86
- BRASS CAP MONUMENT SET IN
- C. PER RECORD OF SURVEY 11 D.S. 70
- 1/4" V. PLASTIC CAP STAMPED
- PER RECORD OF SURVEY 32 D.S. 86
- BRASS CAP MONUMENT SET IN
- C. PER RECORD OF SURVEY 11 D.S. 70

THE LINE BETWEEN FOUND MONUMENTS PER RECORD OF SURVEY FILED IN BOOK 32 OF SURVEYS AT PAGE 86 MARIN COUNTY RECORDS - TAKEN AS 364-4-18'E

PLAT OF DESCRIPTION OF THE LANDS OF SAID AS DESCRIBED IN DOCUMENT 86-51392 IN THE OFFICIAL RECORDS OF THE COUNTY OF MARIN STATE OF CALIFORNIA

PRINTED OCT 23 1986

Oberkammer & Associates Civil Engineers, Inc. San Rafael California



Blanket Issuer Letter of Representations
[To be Completed by Issuer]

California Local Government Finance Authority
[Name of Issuer]

March 11, 1997
[Date]

Attention: Underwriting Department — Eligibility
The Depository Trust Company
55 Water Street; 50th Floor
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

California Local Government Finance Authority
(Issuer)

By: *Marcia L. Blaylock*
(Authorized Officer's Signature)

Executive Director
(Typewrite Name & Title)

1020 12th Street, Suite 400
(Street Address)

Sacramento CA 95814
(City) (State) (Zip)

(916)447-4806
(Phone Number)

Received and Accepted:

THE DEPOSITORY TRUST COMPANY
By: *Roger Bander*



CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION

915 CAPITOL MALL, ROOM 400
P.O. BOX 942809
SACRAMENTO, CA 94209-0001
TELEPHONE: (916) 653-3269
FAX: (916) 654-7440
Executive Director
Peter W. Schaafsma

January 28, 1997

TO: Scott H Beck
Kutak Rock
717 Seventeenth St Ste 2900
Denver CO 80202

FROM: CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION

RE: ACKNOWLEDGMENT OF REPORT OF PROPOSED DEBT ISSUANCE

Section 8855(g) of the California Government Code requires written notice to be given to the California Debt and Investment Advisory Commission no later than 30 days prior to the proposed sale of any public agency debt issue.

The California Debt and Investment Advisory Commission (CDIAC) acknowledges your written notice of the following proposed debt issuance:

CDIAC Number:	97 - 0065
Issuer:	CA Local Govt FA
Project:	Marin Vlly Mobile Country Club Prk Ser A
Proposed Amount:	\$15,450,000
Proposed Sale Date:	03/05/97
Date Notice Received:	01/28/97

Please submit the "Report of Final Sale" and the Official Statement (or offering circular) on this issue after the sale is completed. Any questions regarding reporting requirements may be directed to the CDIAC staff at (916) 653-3269.

cc: Maria Basque
Executive Director

**CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION**

915 CAPITOL MALL, ROOM 400
P.O. BOX 942809
SACRAMENTO, CA 94209-0001
TELEPHONE: (916) 653-3269
FAX: (916) 654-7440
Executive Director
Peter W. Schaafsma

January 28, 1997

TO: Scott H Beck
Kutak Rock
717 Seventeenth St Ste 2900
Denver CO 80202

FROM: CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION

RE: ACKNOWLEDGMENT OF REPORT OF PROPOSED DEBT ISSUANCE

Section 8855(g) of the California Government Code requires written notice to be given to the California Debt and Investment Advisory Commission no later than 30 days prior to the proposed sale of any public agency debt issue.

The California Debt and Investment Advisory Commission (CDIAC) acknowledges your written notice of the following proposed debt issuance:

CDIAC Number: 97 - 0066
Issuer: CA Local Govt FA
Project: Marin Vllly Mobile Country Club Prk Ser B
Proposed Amount: \$1,569,000
Proposed Sale Date: 03/05/97
Date Notice Received: 01/28/97

Please submit the "Report of Final Sale" and the Official Statement (or offering circular) on this issue after the sale is completed. Any questions regarding reporting requirements may be directed to the CDIAC staff at (916) 653-3269.

cc: Maria Basque
Executive Director

REPORT OF PROPOSED DEBT ISSUANCE

California Debt Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel.: (916) 653-3269 FAX: (916) 654-7440
(Facsimile transmissions must be followed by hard copies.)

Completion and timely submittal of this form to the California Debt Advisory Commission (CDAC) at the above address will assure your compliance with existing California State law and will assist in the maintenance of a complete data base. Thank you for your cooperation.

For Office Use Only
CDAC NO.: _____
RECEIVED
97 JAN 28 AM 11:09
CALIFORNIA DEBT ADVISORY COMMISSION

NAME OF ISSUER: California Local Government Finance Authority

(If pool bond, list participants) Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition)

Contact person at issuing jurisdiction:

Name: Maria Basque

Title: Executive Director

Address: Suite 200-A, 1020 12th Street, Sacramento, CA 95814

Phone: (916) 447-4806 AGENCY LOCATED IN Sacramento COUNTY

PROPOSED SALE DATE: 3/5/97

TYPE OF SALE: Competitive Negotiated PROPOSED PRINCIPAL TO BE SOLD: \$ 15,450,000

IS THE INTEREST ON THE DEBT EXEMPT FROM TAXATION?

Under State law: NO (taxable) YES (tax-exempt)

Under Federal law: NO (taxable) YES (tax-exempt) If the issue is Federally tax-exempt, is interest a specific preference item:
the purpose of alternative minimum tax?
 Yes, preference item No, not a preference item

IS ANY PORTION OF THE DEBT FOR REFUNDING? No Yes, proposed amount for refunding \$ _____

- TYPE OF DEBT INSTRUMENT
- | | |
|---|--|
| <p>NOTE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bond anticipation (BAN) <input type="checkbox"/> Grant anticipation (GAN) <input type="checkbox"/> Other note (Please specify below.) (OTHN) <input type="checkbox"/> Revenue anticipation (RAN) <input type="checkbox"/> Tax allocation (TALN) <input type="checkbox"/> Tax and revenue anticipation (TRAN) <input type="checkbox"/> Tax anticipation (TAN) <input type="checkbox"/> Commercial paper (CP) <input type="checkbox"/> Certificates of participation/leases (COPL) <input type="checkbox"/> Other (Please specify below.) (OTH) | <p>BOND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conduit revenue (Private obligor) (CRB) <input type="checkbox"/> General obligation (GOB) <input type="checkbox"/> Limited tax obligation (LTOB) <input type="checkbox"/> Other bond (Please specify below.) (OTHB) <input type="checkbox"/> Public lease revenue (PLRB) <input checked="" type="checkbox"/> Revenue (Pool) (RB) <input type="checkbox"/> Revenue (Public enterprise) (PERB) <input type="checkbox"/> Sales tax revenue (STRB) <input type="checkbox"/> Special assessment (SAB) <input type="checkbox"/> Tax allocation (TAB) |
|---|--|

Please specify if "Other note/Other bond/Other" was checked: _____

¹ Section 8855(g) of the California Government Code requires the issuer of any proposed new public debt issue to give written notice of the proposed sale to the CDAC no later than 30 days prior to the sale.

² Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDAC explaining the reasons why the local agency determined to sell the bonds at private sale or on a negotiated basis instead of at public sale.

SOURCE(S) OF REPAYMENT

- Bond proceeds (BDPR)
- General fund of issuing jurisdiction (GNFD)
- Grants (GRNT)
- Intergovernmental transfers other than grants (ITGV)
- Local obligations (LOB)

- Private obligor payments (POP)
- Property tax revenues (PRTX)
- Public enterprise revenues (PER)
- Sales tax revenues (SATR)
- Special assessments (SA)
- Special tax revenues (SPTR)
- Tax-increment (TI)

Other (Please specify.) (OTHS): _____

PURPOSE(S) OF FINANCING

- Cash flow, interim financing (CFIF)
- Project, interim financing (PIF)
- College/university housing (CUH)
- Multifamily housing (MFH) ³
- Single-family housing (SFH) ³
- Health care facilities (HCF)
- Hospital (HOSP)
- Other/multiple health care purposes (equipment, etc.) (OMHC)
- College/university facility (CUF)
- K-12 school facility (KSCH)
- Other/multiple educational uses (equipment, etc.) (OMED)
- Student loans (SLC)
- Redevelopment, multiple uses (RD)
- Commercial development (CMDV)
- Industrial development (INDV)
- Pollution control (PC)

- Airport (APRT)
- Bridges and highways (BRHI)
- Convention center (CCTR)
- Equipment (EQU)
- Flood control/storm drainage (FLDS)
- Multiple capital improvements and public works (MCAP)
- Other capital improvements and public works (OCAP)
- Parking (PRKG)
- Parks/open space (PRKO)
- Ports and marinas (PRTS)
- Power generation/transmission (PWR)
- Prisons/jails/correctional facilities (PRSN)
- Public building (PB)
- Public transit (PTR)
- Recreation and sports facilities (RCSP)
- Seismic safety improvements/repair (SSI)
- Solid waste recovery facilities (SWST)
- Street construction and improvements (SCI)
- Wastewater collection and treatment (WSTW)
- Water supply/storage/distribution (WTR)
- Insurance/pension funds (IPF)
- Other than listed above (OTH)

Please specify type/name of project: Mobilehome Park Acquisition

BOND COUNSEL: Kutak Rock

FINANCIAL ADVISOR: P. A. Hoon & Company, Inc.

LEAD UNDERWRITER: Sutro & Co. Incorporated

(or PURCHASER: _____ or PLACEMENT AGENT: _____)

Name of individual (representing Bond Counsel, Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: Scott H. Beck

Firm/Agency: Kutak Rock

Address: Suite 2900, 717 Seventeenth Street, Denver, CO 80202

Phone: (303) 297-2400 Date of Completion: January 24, 1997

Send acknowledgement/copies to: Scott H. Beck

³ Certain local government issuers of housing bonds are required to obtain a certification from the State Treasurer attesting to their compliance with the State housing reporting requirements prior to issuance of the bonds to finance single- or multifamily housing.

REPORT OF PROPOSED DEBT ISSUANCE
California Debt Advisory Commission
 915 Capitol Mall, Room 400, Sacramento, CA 95814
 P.O. Box 942809, Sacramento, CA 94209-0001
 Tel.: (916) 653-3269 FAX: (916) 654-7440
 (Facsimile transmissions must be followed by hard copies.)

For Office Use Only

CDAC NO.: _____

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97 JAN 28 AM 11:09

**CALIFORNIA DEBT
 ADVISORY COMMISSION**

Completion and timely submittal of this form to the California Debt Advisory Commission (CDAC) at the above address will assure your compliance with existing California State law and will assist in the maintenance of a complete data base. Thank you for your cooperation. ¹

NAME OF ISSUER: California Local Government Finance Authority

(If pool bond, list participants) Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition)

ISSUE NAME: _____

Contact person at issuing jurisdiction:

Name: Marcia Basque

Title: Executive Director

Address: Suite 200-A, 1020 12th Street, Sacramento, CA 95814

Phone: (916) 448-3154 AGENCY LOCATED IN Sacramento COUNTY

PROPOSED SALE DATE: 3/5/97

TYPE OF SALE: Competitive Negotiated PROPOSED PRINCIPAL TO BE SOLD: \$ 1,569,000

IS THE INTEREST ON THE DEBT EXEMPT FROM TAXATION?

Under State law: NO (taxable) YES (tax-exempt)

Under Federal law: NO (taxable) YES (tax-exempt) If the issue is Federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax?

Yes, preference item No, not a preference item

IS ANY PORTION OF THE DEBT FOR REFUNDING? ²

No Yes, proposed amount for refunding \$ _____

TYPE OF DEBT INSTRUMENT

NOTE

- Bond anticipation (BAN)
- Grant anticipation (GAN)
- Other note (Please specify below.) (OTHN)
- Revenue anticipation (RAN)
- Tax allocation (TALN)
- Tax and revenue anticipation (TRAN)
- Tax anticipation (TAN)
- Commercial paper (CP)
- Certificates of participation/leases (COPL)
- Other (Please specify below.) (OTH)

BOND

- Conduit revenue (Private obligor) (CRB)
- General obligation (GOB)
- Limited tax obligation (LTOB)
- Other bond (Please specify below.) (OTHB)
- Public lease revenue (PLRB)
- Revenue (Pool) (RB)
- Revenue (Public enterprise) (PERB)
- Sales tax revenue (STRB)
- Special assessment (SAB)
- Tax allocation (TAB)

Please specify if "Other note/Other bond/Other" was checked: _____

¹ Section 8855(g) of the California Government Code requires the issuer of any proposed new public debt issue to give written notice of the proposed sale to the CDAC no later than 30 days prior to the sale.

² Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDAC explaining the reasons why the local agency determined to sell the bonds at private sale or on a negotiated basis instead of at public sale.

SOURCE(S) OF REPAYMENT

- Bond proceeds (BDPR)
- General fund of issuing jurisdiction (GNFD)
- Grants (GRNT)
- Intergovernmental transfers other than grants (ITGV)
- Local obligations (LOB)

- Private obligor payments (POP)
- Property tax revenues (PRTX)
- Public enterprise revenues (PER)
- Sales tax revenues (SATR)
- Special assessments (SA)
- Special tax revenues (SPTR)
- Tax-increment (TI)

Other (Please specify.) (OTHS): _____

PURPOSE(S) OF FINANCING

- Cash flow, interim financing (CFIF)
- Project, interim financing (PIF)
- College/university housing (CUH)
- Multifamily housing (MFH) ³
- Single-family housing (SFH) ³
- Health care facilities (HCF)
- Hospital (HOSP)
- Other/multiple health care purposes (equipment, etc.) (OMHC)
- College/university facility (CUF)
- K-12 school facility (KSCH)
- Other/multiple educational uses (equipment, etc.) (OMED)
- Student loans (SLC)
- Redevelopment, multiple uses (RD)
- Commercial development (CMDV)
- Industrial development (INDV)
- Pollution control (PC)

- Airport (APRT)
- Bridges and highways (BRHI)
- Convention center (CCTR)
- Equipment (EQU)
- Flood control/storm drainage (FLDS)
- Multiple capital improvements and public works (MCAP)
- Other capital improvements and public works (OCAP)
- Parking (PRKG)
- Parks/open space (PRKO)
- Ports and marinas (PRTS)
- Power generation/transmission (PWR)
- Prisons/jails/correctional facilities (PRSN)
- Public building (PB)
- Public transit (PTR)
- Recreation and sports facilities (RCSP)
- Seismic safety improvements/repair (SSI)
- Solid waste recovery facilities (SWST)
- Street construction and improvements (SCI)
- Wastewater collection and treatment (WSTW)
- Water supply/storage/distribution (WTR)
- Insurance/pension funds (IPF)
- Other than listed above (OTH)

Please specify type/name of project: Mobilehome Park Acquisition

30ND COUNSEL: Kutak Rock

FINANCIAL ADVISOR: P.A. Hoon & Company, Inc.

LEAD UNDERWRITER: N/A

(or PURCHASER: _____ or PLACEMENT AGENT: Sutro & Co. Incorporated)

Name of individual (representing Bond Counsel, Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: Scott H. Beck

Firm/Agency: Kutak Rock

Address: Suite 2900, 717 Seventeenth Street, Denver, CO 80202

Phone: (303) 297-2400 Date of Completion: January 24, 1997

Send acknowledgement/copies to: Scott H. Beck

³ Certain local government issuers of housing bonds are required to obtain a certification from the State Treasurer attesting to their compliance with the State housing reporting requirements prior to issuance of the bonds to finance single- or multifamily housing.

REPORT OF FINAL SALE

California Debt and Investment Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel: (916) 653-3269 FAX: (916) 654-7440
(Facsimile transmissions must be followed by hard copies.)

For Office Use Only

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CALIFORNIA DEBT
ADVISORY COMMISSION

Completion of this form is requested to provide information which was not available when the "Report of Proposed Debt Issuance" was filed with the CDIAC or to verify information which was reported as "proposed." Additionally, please send a copy of the official statement (or offering circular) with this form to the CDIAC.

CDIAC #: 97-0065

NAME OF ISSUER: California Local Government Finance Authority

(If pool bond, list participants) Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority

OFFICIAL STATEMENT / OFFERING MEMORANDUM: Enclosed None prepared

SALE DATE: 3/10/97 PRINCIPAL AMOUNT SOLD: \$ 15,485,000

IS THE INTEREST ON THE DEBT EXEMPT FROM TAXATION?

Under State law: NO (taxable) YES (tax-exempt)
Under Federal law: NO (taxable) YES (tax-exempt) If the issue is federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax?
 Yes, preference item No, not a preference item

IS ANY PORTION OF THE DEBT FOR REFUNDING?*

No Yes, amount of this issue (including costs) which is for refunding of existing debt \$ _____

If the issue is a negotiated refunding, indicate the reason(s) why the bonds were issued at a private or negotiated versus a competitive sale.

- (1) Timing of the sale provided more flexibility than a public sale
- (2) More cost savings were expected to be realized than a public sale
- (3) More flexibility in debt structure was available than a public sale
- (4) Issuer able to work with participants familiar with issue/r than with a public sale
- (5) All of the above
- (6) Other (please specify) _____

INTEREST TYPE: NIC TIC Variable (Please specify) _____

INTEREST COST: 5.910%

MATURITY SCHEDULE: Attached Included in Official Statement/Offering Memorandum

MATURITY STRUCTURE: Serial (S) Term (T) Serial and term bonds or two or more term (C)

FINAL MATURITY DATE: October 1, 2027

INDICATE CREDIT RATING: (For example, "AAA" or "Aaa")

Not rated
 Rated Standard & Poor's: AAA Fitch: _____
Moody's: Aaa Other: _____

WAS THE ISSUE INSURED OR GUARANTEED?

No Bond Insurance (I) Letter of Credit (L) State Intercept Program (T) Other (O)

GUARANTOR: Financial Security Assurance Inc.

ISSUANCE COSTS:

total issuance costs: \$ 432,022.22
 Discount Premium \$ 116,138.00
Original Issue Discount: (OID) \$ 28,848.75

* Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDIAC explaining the reasons why the local agency determined to sell the bonds at private sale or on a negotiated basis instead of at public sale.

FINANCING PARTICIPANTS (Firm name)

OFFICE LOCATION (City/State)

FINANCIAL ADVISOR: P.A. Hoon & Company, Inc.

San Anselmo, California

LEAD UNDERWRITER/PURCHASER: Sutro & Co. Incorporated

San Francisco, California

BOND COUNSEL: Kutak Rock

Denver, Colorado

TRUSTEE/PAYING AGENT: First Trust of California,
National Association

San Francisco, California

Name of individual (representing Bond Counsel, Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: Scott H. Beck

Firm/Agency: Kutak Rock

Address: Suite 2900, 717 Seventeenth Street, Denver, Colorado 80202

Phone: (303) 297-2400 Date of Completion: March 31, 1997

Send acknowledgement/copies to: Scott H. Beck

Contact person at issuing jurisdiction, if different from above:

Name: Marcia Basque

Title: Executive Director

Address: 1020 12th Street, Suite 200-A, Sacramento, California 95814

Phone: (916) 447-4806

Name of individual to whom an invoice for the CDIAC notification fee should be sent:²

Name: Douglas L. Charchenko

Firm: Sutro & Co. Incorporated

Address: 201 California Street, San Francisco, California 94111

Phone: (415) 445-8642

<p>FOR OFFICE USE ONLY</p> <p>FEE \$ _____</p>

² This fee is authorized by Section 8856 of the California Government Code and is charged to the lead underwriter or purchaser of the issue. The fee is administratively set by the Commission. The current fee schedule may be obtained from CDIAC.

REPORT OF FINAL SALE

California Debt and Investment Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel: (916) 653-3269 FAX: (916) 654-7440
Facsimile transmissions must be followed by hard copies.)

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CALIFORNIA DEBT
ADVISORY COMMISSION

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CDIAC #: 97-0066

NAME OF ISSUER: California Local Government Finance Authority

(If pool bond, list participants) Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile County Club Park Acquisition Project), Issued for the Benefit of Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority

OFFICIAL STATEMENT /OFFERING MEMORANDUM: Enclosed None prepared

SALE DATE: 3/12/97 PRINCIPAL AMOUNT SOLD: \$ 1,585,000

IS THE INTEREST ON THE DEBT EXEMPT FROM TAXATION?

Under State law: NO (taxable) YES (tax-exempt)

Under Federal law: NO (taxable) YES (tax-exempt) If the issue is federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax?
 Yes, preference item No, not a preference item

ANY PORTION OF THE DEBT FOR REFUNDING?¹

No Yes, amount of this issue (including costs) which is for refunding of existing debt \$ _____

If the issue is a negotiated refunding, indicate the reason(s) why the bonds were issued at a private or negotiated versus a competitive sale.

- (1) Timing of the sale provided more flexibility than a public sale
- (2) More cost savings were expected to be realized than a public sale
- (3) More flexibility in debt structure was available than a public sale
- (4) Issuer able to work with participants familiar with issue/r than with a public sale
- (5) All of the above
- (6) Other (please specify) _____

INTEREST TYPE: NIC TIC Variable (Please specify) _____

INTEREST COST: 7.500% %

MATURITY SCHEDULE: Attached Included in Official Statement/Offering Memorandum

MATURITY STRUCTURE: Serial (S) Term (T) Serial and term bonds or two or more term (C)

FINAL MATURITY DATE: October 1, 2024

INDICATE CREDIT RATING: (For example, "AAA" or "Aaa")

Not rated
 Rated Standard & Poor's: _____ Fitch: _____
Moody's: _____ Other: _____

WAS THE ISSUE INSURED OR GUARANTEED?

No Bond Insurance (I) Letter of Credit (L) State Intercept Program (T) Other (O)

GUARANTOR: Redevelopment Agency of the City of Novato

ISSUANCE COSTS:

al issuance costs: \$ 31,700.00
 Discount Premium \$ 23,775.00
Original Issue Discount: (OID) \$ -0-

¹ Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDIAC explaining the reasons why the local agency determined to sell the bonds at private sale or on a negotiated basis instead of at public sale.

FINANCING PARTICIPANTS (Firm name)

OFFICE LOCATION (City/State)

FINANCIAL ADVISOR: P.A. Hoon & Company, Inc.

San Anselmo, California

~~XXXX XXXX XXXX XXXX XXXX~~ Placement Agent: Sutro & Co. Incorporated

San Francisco, California

BOND COUNSEL: Kutak Rock

Denver, Colorado

TRUSTEE/PAYING AGENT: First Trust of California, National Association

San Francisco, California

Name of individual (representing Bond Counsel, Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: Scott H. Beck

Firm/Agency: Kutak Rock

Address: Suite 2900, 717 Seventeenth Street, Denver, Colorado 80202

Phone: (303) 297-2400 Date of Completion: March 31, 1997

Send acknowledgement/copies to: Scott H. Beck

Contact person at issuing jurisdiction, if different from above:

Name: Marcia Basque

Title: Executive Director

Address: 1020 12th Street, Suite 200-A, Sacramento, California 95814

Phone: (916) 447-4806

Name of individual to whom an invoice for the CDIAC notification fee should be sent:²

Name: Douglas L. Charchenko

Firm: Sutro & Co. Incorporated

Address: 201 California Street, San Francisco, California 94111

Phone: (415) 445-8642

FOR OFFICE USE ONLY

FEE \$ _____

² This fee is authorized by Section 8856 of the California Government Code and is charged to the lead underwriter or purchaser of the issue. The fee is administratively set by the Commission. The current fee schedule may be obtained from CDIAC.

MATURITY SCHEDULE

\$1,585,000 7.50% Term Bonds Due October 1, 2024—Price 100%

to be used only for the purpose of the...
in the...
with the...

\$15,485,000

**SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY**

\$1,585,000

**SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY**

CONSENT LETTER OF THE APPRAISER

The undersigned, with regards to the above referenced Bonds (the "Bonds"), hereby states and certifies:

(a) that he is a duly appointed authorized officer of Palmer, Groth & Pietka, Inc. (the "Appraiser");

(b) that the Appraiser is an expert in the field of real estate appraisal and evaluation;


(c) that the Appraiser consents and agrees to the use of its name as an expert as it appears in the Preliminary Offering Statement, the Offering Statement and the Private Placement Memorandum.

(d) that the Appraiser consents and agrees to the use of the information that was supplied by them or about them, including the reference to its Appraiser Report, which is included in the Preliminary Offering Statement, the Offering Statement and the Private Placement Memorandum; and

(e) that the information, including but not limited to, under the caption "THE PROJECT" in the Preliminary Offering Statement, the Offering Statement and the Private Placement Memorandum which was supplied by the Appraiser is true and correct as of the date thereof and hereof.

Dated: March 13, 1997

PALMER, GROTH & PIETKA, INC.



Authorized Officer

\$15,485,000
SENIOR REVENUE BONDS, SERIES 1997A
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

\$1,585,000
SUBORDINATE REVENUE BONDS, SERIES 1997B
(MARIN VALLEY MOBILE COUNTRY CLUB PARK
ACQUISITION PROJECT)
ISSUED FOR THE BENEFIT OF THE
NOVATO FINANCING AUTHORITY (CALIFORNIA)
FACILITATED BY THE
CALIFORNIA LOCAL GOVERNMENT FINANCE
AUTHORITY

CONSENT LETTER OF THE PROPERTY MANAGER

The undersigned, with regards to the above referenced Bonds (the "Bonds"), hereby states and certifies:

- (a) that he is a duly appointed authorized officer of Storz Management Company, Inc. (the "Project Manager");
- (b) that the Project Manager is an expert in the field of the ownership and management of mobilehome parks in the State of California;
- (c) that the Project Manager consents and agrees to the use of its name as an expert as it appears in, or on the cover of, the Preliminary Offering Statement, the Offering Statement and the Private Placement Memorandum; and
- (d) that the Project Manager consents and agrees to the use of the information that was supplied by them or about them which is included in the Preliminary Offering Statement, the Offering Statement and the Private Placement Memorandum.

Dated: March 13, 1997

STORZ MANAGEMENT COMPANY, INC.



Authorized Officer

March 13, 1997

California Local Government
Finance Authority
Sacramento, California

Redevelopment Agency of the
City of Novato
Novato, California

Novato Financing Authority
Novato, California

First Trust of California, National
Association, as trustee under
the Indenture (defined below)
San Francisco, California

\$1,585,000
Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority
Facilitated by
California Local Government Finance Authority

Ladies and Gentlemen:

The undersigned, purchaser of the \$1,585,000 aggregate principal amount of the above-captioned bonds (the "Bonds") issued and delivered pursuant to that certain Trust Indenture dated as of March 1, 1997 (the "Indenture") between the California Local Government Finance Authority ("CLGFA") and First Trust of California, National Association, as trustee, hereby represents to you that:

1. The undersigned is a registered investment company organized as a Massachusetts business trust and has duly authorized, by all necessary action, the approval of the purchase of the Bonds. The undersigned is a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended. The undersigned is duly authorized to execute and deliver this letter.
2. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.
3. We are able to bear the economic risk of such investment.

4. We understand that the Bonds are special, limited revenue obligations payable from and secured by the revenues, moneys and assets pledged therefor as provided in the Indenture.

5. We have received material information with respect to the Bonds from the Authority but, in due diligence, we have made our own inquiry and analysis with respect to the Bonds and the security therefor, and the other material factors affecting the security and payment of the Bonds. We have carefully examined final copies or drafts in substantially final form of the basic legal documents relating to the Bonds, including the Indenture, the Loan Agreement, the Pledge Agreement (as all such terms are defined in the Indenture), the Private Placement Memorandum related to the Bonds and the legal opinion delivered or to be delivered by Kutak Rock as bond counsel. The Purchaser understands that, other than as specifically provided to the Purchaser upon the purchase of the Bonds, which specifically states that the Purchaser may rely on such certification or opinion, no party involved with the issuance of the Bonds, including, without limitation, the addressees hereto, is passing upon the accuracy or completeness of any of the information contained in the Private Placement Memorandum or making any investigation incident to the preparation of such Private Placement Memorandum.

6. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which we or a reasonable Investor would attach significance in making investment decisions, and we have had the opportunity to ask all of our questions and receive answers from knowledgeable individuals concerning the Bonds and the security therefor so that as a reasonable Investor, we have been able to make our decision to purchase the Bonds. In making our investment decision, we have not relied on CLGFA or its financial advisor, American Government Financial Services Company ("AGFS"), or the Novato Financing Authority (the "Authority"), in making such analysis. We acknowledge that CLGFA and AGFS have not (i) evaluated nor approved the creditworthiness of the Project, the Redevelopment Agency of the City of Novato (the "Redevelopment Agency") or the Authority, (ii) provided any information regarding the Bonds, the Project, the Redevelopment Agency, the Authority or otherwise in connection herewith and (iii) made any representations or recommendations thereto.

7. We understand that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed on any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which may not be readily marketable.

8. We understand that the Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. We understand that the Indenture provides restrictions on the sale or other transfer of the Bonds. We represent to you that we are purchasing the Bonds for investment for our own account and not with a present view toward resale or the distribution thereof, in that we do not now intend to resell or otherwise dispose of all or any part of the Bonds, except as permitted by law and the Indenture and in compliance with, and subject to, all applicable federal and state securities laws and

regulations thereunder and the Indenture; provided, nevertheless, that the disposition of our property shall at all times be within our control.

9. We understand that CLGFA has functioned solely as a facilitator of this transaction, and the CLGFA and AGFS have provided absolutely no information in connection with the sale of the Bonds and that no information has been derived from them. We have not looked to CLGFA or AGFS in any respect for any information or inquiry regarding the transaction, the Bonds, the Project or any other information related in any way whatsoever thereto. We hereby waive any and all claims that may otherwise be available against CLGFA or AGFS relating to the Bonds, other than CLGFA's obligation to pay debt service from funds paid to it as set forth in the Indenture.

10. We understand and acknowledge that the Bonds are subordinate to the Senior Bonds as set forth in the Indenture. Furthermore, we understand and acknowledge that only the Senior Bonds are secured by the municipal bond insurance policy issued by Financial Security Assurance Inc. and that the Bonds are not payable from or secured by any amounts received by the Trustee from such policy. We further understand that so long as any Senior Bonds are outstanding or any amounts are owed to Financial Security Assurance Inc., no event of default may be declared to exist with respect to the Bonds.

11. We have executed and delivered this letter in connection with the issuance and delivery of the Bonds as an inducement to the substantive parties to cause CLGFA to execute, deliver and sell the Bonds to us, and you may rely upon this letter in that respect.

By David MacEwen
Name David MacEwen
Title Vice President
Benham Management Corporation

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the "Agreement") is entered into as of this 23rd day of May, 1997 by and between **FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION**, not individually but as Trustee under the Indenture described below (the "Trustee"), and **WESTDEUTSCHE LANDESBANK GIROZENTRALE**, a German public law banking institution acting through its New York Branch (the "Bank"), in connection with the sale and delivery by the California Local Government Finance Authority (the "Issuer") of its \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority (the "Senior Bonds") and its \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds" together with the Senior Bonds being herein collectively the "Bonds").

W I T N E S S E T H :

WHEREAS, the Bonds were issued pursuant to that certain Trust Indenture, dated as of March 1, 1997 (the "Indenture") by and between the Trustee and the Issuer;

WHEREAS, certain amounts related to the Bonds will be invested pursuant to this Agreement and deposited in the funds identified in Exhibit C hereto (each a "Fund" and collectively, the "Funds");

WHEREAS, the proceeds from the sale of the Bonds have been loaned by the Issuer to the Novato Financing Authority (the "Borrower");

WHEREAS, the scheduled payment of principal of and interest on the Senior Bonds when due is guaranteed under a municipal bond insurance policy issued by Financial Security Assurance Inc. (the "Insurer");

WHEREAS, the Borrower hereby directs the Trustee to invest the moneys held by the Trustee in the Funds with the Bank pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Bank is willing, on the terms and conditions set forth in this Agreement, to accept the deposit of the moneys held or credited by the Trustee in the Funds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, the Bank and the Trustee hereby agree as follows:

SECTION 1. INCORPORATION OF EXHIBITS

1.1. Definitions. All capitalized terms not defined above or otherwise defined herein shall have the meanings set forth in Exhibit A, attached hereto and by this reference incorporated herein.

1.2. Notices. Any notices or other communications to be given under this Agreement shall be given at the address as set forth in Exhibit B, attached hereto and by this reference incorporated herein, in writing by personal service, by registered or certified mail, postage prepaid, by facsimile transmission, wire, mailgram or telegram, or by courier service or messenger. Such notices shall be effective upon

actual receipt. A party may change the address to which notices are to be sent at any time by delivery of proper notice of such change to the other party pursuant to this Section 1.2.

1.3. Schedule of Terms. The parties acknowledge that there is a Schedule of Terms attached hereto as Exhibit C, which by this reference is incorporated herein.

SECTION 2. DEPOSIT OF FUNDS

2.1. Delivery of Funds. On the Initial Deposit Date, the Trustee shall deliver the amount of the Initial Deposit by wire transfer in immediately available funds to the Bank pursuant to the Bank's wire transfer instructions set forth in Exhibit B and the Bank shall accept such Initial Deposit from the Trustee and credit such amount to the Funds as specified in Exhibit C.

The Trustee shall have the right to redeposit Invested Moneys withdrawn from the Senior Debt Service Reserve Fund to the Senior Debt Service Reserve Fund in accordance with the procedures specified in this Section and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the redeposit of withdrawn Invested Moneys occurs as soon as practicable and in any event within twelve (12) months after the date withdrawn and provided further that such redeposit of withdrawn Invested Moneys shall not exceed the amount withdrawn on such previous date.

The Trustee shall have the right to redeposit Invested Moneys withdrawn from the Subordinate Debt Service Reserve Fund to the Subordinate Debt Service Reserve Fund in accordance with the procedures specified in this Section and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the redeposit of withdrawn Invested Moneys occurs as soon as practicable and in any event within twelve (12) months after the date withdrawn and provided further that such redeposit of withdrawn Invested Moneys shall not exceed the amount withdrawn on such previous date.

After May 23, 1997, the Trustee shall invest funds on deposit in the Cashtrap Account under this Agreement in accordance with the Indenture and in accordance with the wire transfer procedures specified in the first sentence of this Section 2.1 and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the amount so invested from the Cashtrap Account at any one time shall not exceed \$8,500,000.

The Borrower hereby represents and warrants that it reasonably anticipates that Invested Moneys will be deposited monthly into the Cashtrap Account in accordance with the procedures set forth herein and in the amount of one-twelfth of the yearly amount set forth in Exhibit D hereto.

After May 23, 1997, the Trustee shall invest funds on deposit in the Float Fund under this Agreement in accordance with the Indenture and in accordance with the wire transfer procedures specified in the first sentence of this Section 2.1 and with one (1) Business Day's prior written notice from the Trustee to the Bank, and the Bank shall accept such moneys, such moneys becoming part of the Invested Moneys; provided, however, that the amount so invested from the Float Fund at any one time shall not exceed \$750,000.

2.2. Earnings. Earnings on the Invested Moneys credited to each Fund shall accrue at the Rate of Earnings applicable to such Fund on the daily outstanding balance of the Invested Moneys calculated

in accordance with the Earnings Calculation Basis set forth in Exhibit C commencing with and including the Initial Deposit Date and ending with and excluding the Termination Date. All Earnings accrued on each Fund shall be payable by wire transfer of immediately available funds to the Trustee in arrears on each Earnings Payment Date applicable to such Fund. If any Earnings Payment Date is not a Business Day, payment will be made on the first Business Day thereafter.

2.3. Withdrawal. Withdrawals shall be permitted as specified on Exhibit C; provided, however, that notwithstanding anything to the contrary in this Agreement, the Trustee may not make any withdrawal hereunder within seven (7) days of the Initial Deposit Date, or with respect to any additionally deposited or redeposited Invested Moneys, within seven (7) days of such additional deposit or redeposit. Withdrawals may be made only for the purposes specified in the Indenture, which in the case of the Senior Debt Service Reserve Fund, the Subordinate Debt Service Reserve Fund and the Subordinate Pledged Funds Account shall be limited to withdrawals (a) necessary to avoid payment default on the Bonds, (b) in connection with a partial or complete refunding of the Bonds (c) in connection with a complete defeasance of the Bonds, or (d) in accordance with Section 5.07A(c) of the Indenture. Withdrawals may not be made for reinvestment purposes. Further, without the Bank's prior written consent, amounts may not be withdrawn from any of the Funds for any purpose for which the Indenture on the date hereof does not already provide.

If at any time during the term of this Agreement the Trustee shall make withdrawals (a) other than those permitted under Section 2.2, Section 2.3, Section 6.8, Section 6.13 or Section 6.14 which cause the Bank to break its deposit(s) or other funding arrangements with other institutions or (b) from the Senior Debt Service Reserve Fund or the Subordinate Debt Service Reserve Fund in connection with the delivery of a letter of credit, surety bond or other security instrument in substitution for the cash held in the Senior Debt Service Reserve Fund or the Subordinate Debt Service Reserve Fund, the Trustee shall promptly pay to the Bank an amount equal to the penalties, losses, costs, expenses, damages and other charges as are incurred by the Bank as a result of the Bank breaking such deposit(s) or other funding arrangements. Any such payment shall be present-valued on the basis of the remaining term of this Agreement and the interest rate borne by United States Treasury securities of comparable term. A certificate as to the amount of such penalties, losses, costs, expenses, damages or other charges submitted by the Bank to the Trustee shall be conclusive absent manifest error as to the amount thereof. Such certificate shall set forth the calculation of such amount in reasonable detail. The obligation to make payments under this Section, however, is subordinate to the Trustee's obligations to Bondholders (as defined in the Indenture) of the Senior Bonds and the Insurer.

2.4. Form of Payments. All amounts paid by one party to another hereunder shall be remitted by wire transfer of immediately available funds pursuant to the wire transfer instructions of the receiving party shown in Exhibit B or such other instructions as shall have been specified by such party in a notice given pursuant to Section 1.2.

SECTION 3. TERMINATION

Each Fund hereunder shall terminate on the Termination Date set forth in Exhibit C with respect to such Fund. This Agreement shall terminate on the last Termination Date. At such time, all Invested Moneys not previously withdrawn by the Trustee, together with all accrued and unpaid Earnings, shall be paid to the Trustee in accordance with Section 2.4 of this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES

The Bank represents and warrants that this Agreement has been duly executed and constitutes a valid and binding agreement of the Bank and that neither the execution and delivery of this Agreement nor the performance of its obligations under this Agreement will violate any federal or state law or any order, decree, license, permit or the like which is applicable to it or will cause any default by it under any other agreement to which it is a party, the result of which will have a material adverse affect on the Bank's financial condition or upon its ability to perform its obligations hereunder.

The Bank additionally warrants and represents that Thomas D. McCaffery and Mark S. Randles are acting jointly for and on behalf of the Branch in executing and delivering this Agreement and on behalf of the Bank.

The Trustee represents and warrants to the Bank and the Borrower that (a) all moneys that the Trustee invests with the Bank pursuant to this Agreement shall be derived from amounts held under the Indenture; and (b) the Trustee has been directed by the Borrower to make all investments on the terms hereof.

The Trustee additionally represents and warrants to the Bank that this Agreement has been duly authorized, executed and delivered by the Trustee and constitutes a valid and binding agreement of the Trustee, and that neither the execution of this Agreement by the Trustee nor the performance of the Trustee's obligations hereunder will contravene the articles of association or the by-laws of the Trustee.

SECTION 5. ROLE OF THE BANK AND TRUSTEE

It is expressly understood and agreed that in performing its obligations neither the Bank nor any of its directors, officers, employees or agents is acting as a fiduciary or agent of the Trustee, the Issuer, the Borrower, the Insurer, the holders of the Bonds or any other party, and neither the Bank nor any of its directors, officers, employees or agents shall be liable or responsible for: (a) the payment of any amounts owing on or with respect to the Bonds; (b) the use or application by the Issuer, the Borrower or the Trustee of any moneys payable to the Trustee hereunder; (c) any acts or omissions of the Issuer, the Borrower or the Trustee under or with respect to the Bonds or the Indenture; (d) the validity or enforceability of the Bonds or the Indenture or (e) the Issuer's, the Borrower's or the Trustee's performance of its obligations under this Agreement, the Indenture, the Bonds or any other agreement or instrument relating to the Bonds or their issuance (collectively, the "Bond Documents"). Without limiting the foregoing, regardless of whether the Bank has reviewed the Bond Documents or is generally familiar with the terms of documents of a similar type, the Bank shall have no duty to comply with the terms of any Bond Document or to ascertain whether the Issuer, the Borrower or the Trustee is in compliance therewith. The Issuer, the Borrower, the Insurer and the Trustee recognize that the Bank may have other business relationships with the Issuer, the Borrower, the Insurer and/or the Trustee and with other entities or persons party to any of the Bond Documents. The Trustee shall maintain complete and accurate records identifying the principal amount of Invested Moneys and Earnings thereon in the Funds.

It is expressly understood and agreed that the Trustee is executing this Agreement solely in its capacity as Trustee under the Indenture.

SECTION 6. MISCELLANEOUS

6.1. Information Regarding the Bank. The Borrower hereby agrees that it will not, nor will it permit any other person to, include in any offering circular, information memorandum or other description of the Bonds any information relating to the Bank without the Bank's prior written consent.

6.2. No Waiver; Amendment. No failure or delay on the part of the Bank or the Trustee in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy. None of the terms and provisions of this Agreement may be waived, modified or amended, except in writing duly signed by two authorized officers of the Bank and an authorized officer of the Trustee and an authorized officer of the Insurer. The rights and remedies of the Bank, the Trustee and the Insurer are cumulative and are not exclusive of any rights or remedies provided by law or in any other contract between the Trustee, the Bank and the Insurer.

6.3. Survival. All warranties and representations made by the Trustee or the Bank in this Agreement or in any of the instruments or documents delivered pursuant to this Agreement regardless of any investigation made shall be considered to have been relied upon by the other party hereto and survive the delivery of any instruments or documents.

6.4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and beneficiaries and to the successors, assigns and beneficiaries of the Insurer. Notwithstanding the foregoing, this Agreement, and the obligations arising out of this Agreement or any part hereof, shall not be sold, pledged, assigned or otherwise transferred by any party hereto without the prior written consent of the other party and the Insurer, and any such attempted sale, pledge, assignment or transfer shall be void *ab initio*; provided, however, that any successor to the Trustee under the Indenture shall automatically succeed to the rights and duties of the Trustee hereunder, without the filing of any document, giving of any consent or taking of any other action whatsoever. Upon the appointment of any successor Trustee, the Trustee and such successor Trustee shall provide written notice of such appointment.

6.5. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE-OF-LAW RULES; PROVIDED, HOWEVER, THAT IF AND TO THE EXTENT THAT IT SHALL BE NECESSARY IN CONNECTION WITH THIS AGREEMENT TO CONSTRUE ANY BOND DOCUMENT OTHER THAN THIS AGREEMENT, SUCH OTHER BOND DOCUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GOVERNING LAW INDICATED IN SUCH DOCUMENTS.

6.6. No FDIC Insurance. The deposits made pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation.

6.7. Counterparts. This Agreement may be executed in several counterparts and, as so executed, shall constitute one agreement binding upon the parties hereto.

6.8. Downgrade Event.

(a) If a Downgrade Event shall occur during the term of this Agreement, the Bank shall provide written notice of the Downgrade Event to the Trustee and the Insurer within ten (10) Business Days of the Downgrade Event.

(b) (i) Following such Downgrade Event, the Bank may, within ten (10) Business Days, enter into a repurchase agreement, or such other agreement as is mutually acceptable to the Bank, the Trustee, the Borrower and the Insurer, with the Trustee upon the same terms and conditions (with appropriate changes in terminology) as are set forth in Exhibit C hereto, pursuant to which the Bank shall deliver or transfer in accordance with applicable state and federal laws (other than by entries in the Bank's books) to the Trustee or a third party acting solely as agent for the Trustee U.S. government obligations of the type set forth in Exhibit E hereto (the "Securities") free and clear of any third-party liens or claims. The Securities shall have a market value which, when compared to the outstanding Invested Moneys and accrued but unpaid Earnings (the "Agreement Balance"), is a sufficient percentage of the Agreement Balance (the "Required Percentage") to maintain an "A" rating in an "A" rated structured financing (with a market value approach) from Moody's and S&P. Upon each repurchase of Securities by the Bank, the Trustee shall deliver to the Bank such portion of the Securities (the "Excess Securities") as is necessary such that the ratio of (1) the market value of Securities remaining in the possession of the Trustee after delivery of the Excess Securities to the Bank to (2) the outstanding Agreement Balance shall equal the Required Percentage. The value of the Securities shall be marked to market monthly, with a cure period of two (2) Business Days for delivery of additional Securities or redelivery of Excess Securities. At the time of the execution and delivery of such repurchase or other acceptable agreement, the Bank shall cause an opinion of counsel to be delivered stating that in the opinion of such counsel the Trustee or third-party custodian has been granted a first priority perfected security interest in the Securities, any substituted Securities and any proceeds thereof.

(ii) If the Bank does not enter into the repurchase agreement as provided in Subsection (b)(i) of this Section, or the rating assigned to the Bank's senior unsecured long-term debt obligations is further withdrawn, suspended or falls below "A-" by S&P or "A3" by Moody's during the term of this Agreement, the Trustee, acting at the direction of the Insurer and the Borrower, shall thereafter have the right, but not the obligation, to terminate this Agreement by providing the Bank with ten (10) days' prior written notice, in which case all Invested Moneys and accrued but unpaid Earnings shall be transferred in accordance with the provisions of Section 3 hereof.

6.9. Notice of Sale of Call Rights. The Borrower shall provide the Bank with thirty (30) days' written notice prior to the sale of any instrument to any third party granting to the holder thereof any rights relating to the exercise of any call or redemption feature of the Bonds.

6.10. Notice to Bank of Refunding. The Borrower or the Trustee shall immediately notify the Bank in writing as soon as any action is taken to effect a partial or complete refunding of the Bonds.

6.11. Consent to Jurisdiction and Venue, Etc. The Trustee and the Bank irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought

in a court of record in the State of New York or in the Courts of the United States of America located in such state, (b) consent to the jurisdiction of each such court in any such suit, action or proceeding and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Trustee and the Bank agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section shall be by certified mail, return receipt requested.

6.12. No Defense or Setoff; Unconditional Obligation. The obligations of the Bank to make the payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Trustee, the Borrower or the Issuer.

6.13. Default. The obligation of the Bank to repay the Invested Moneys to the Trustee together with accrued Earnings due thereon in accordance with Section 2 of this Agreement constitutes an unconditional obligation of the Bank. In the event (a) bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceeding is initiated by or against the Bank which if instituted against the Bank, is not dismissed within sixty (60) days; (b) the Bank fails to make any payment required under this Agreement when due which continues for one (1) Business Day after the Bank's receipt of written notice of such failure; (c) any representation of or warranty furnished to the Trustee or the Borrower in connection with this Agreement is false or misleading; or (d) the Bank fails to observe any other covenant under this Agreement which continues for thirty (30) days after the Bank's receipt of written notice of such failure, the Bank shall be in default.

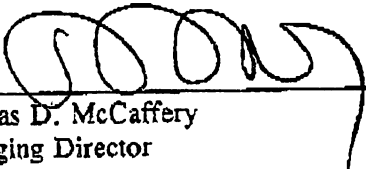
6.14. Default Remedies. Upon a default by the Bank, the Trustee may, with the prior written consent of the Insurer, and shall, if directed by the Insurer and the Borrower, proceed directly against the Bank to secure any remedy, either equitable or legal. In the event of a default described in 6.13(a), all Invested Moneys and accrued but unpaid Earnings shall automatically become immediately due and payable. In the event of any other event of default, the Trustee may, with the prior written consent of the Insurer, and shall, if directed by the Insurer, declare all Invested Moneys and accrued but unpaid Earnings to be immediately due and payable.


6.15. Monthly Reports by Bank. Each month, the Bank agrees to send a written report to the Trustee and the Borrower, with respect to the Invested Moneys and Earnings. Such reports shall provide (a) the name of the Issuer, the Trustee and the Bonds, (b) the amount of the Invested Moneys the Trustee has invested with the Bank, including any withdrawals since the date of the previous report and (c) the amounts and dates of Earnings accrued and Earnings paid by the Bank since the date of the previous report.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Investment Agreement to be duly executed and delivered as of the date and year first written above.

WESTDEUTSCHE LANDESBANK
GIROZENTRALE

By 
Thomas D. McCaffery
Managing Director

By 
Mark S. Randles
Vice President

[Signatures continued on following page]

[Signature page to Investment Agreement]

FIRST TRUST OF CALIFORNIA, NATIONAL
ASSOCIATION, as Trustee

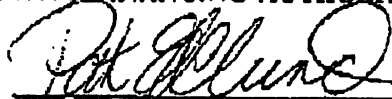
By *Leticia Sabiniano*
Name Leticia Sabiniano
Title Trust Officer

ACKNOWLEDGEMENT, AGREEMENT AND DIRECTION

The Borrower hereby acknowledges the aforesaid Agreement and agrees to perform its obligations as set forth therein and to be bound by the provisions thereof. In addition, the Borrower directs the Trustee to execute the Agreement and to perform all duties required of it under the Agreement and represents that the Agreement constitutes a permitted investment for moneys under the Indenture.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement and Agreement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested all as of May 23, 1997.

NOVATO FINANCING AUTHORITY

By 
Name PAT EKLUND
Title CHAIR



SONIA SERMAN
Secretary

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to be closed in New York, New York, San Francisco, California, St. Paul, Minnesota, or the New York Stock Exchange is authorized or obligated by law or executive order to be closed.

"Cashtrap Account" shall mean, collectively, the Senior Cashtrap Account and the Subordinate Cashtrap Account, established under Section 5.04 of the Indenture.

"Downgrade Event" shall mean the withdrawal, suspension or reduction of the rating assigned to the Bank's senior unsecured long-term debt obligations by Moody's or S&P below "Aa3" or "AA-", respectively.

"Earnings" shall mean the interest earned on the Invested Moneys, calculated in accordance with Section 2.2 of this Agreement.

"Earnings Payment Date" shall mean the last Business Day of each March and September, commencing the last Business Day of September, 1997.

"Float Fund" shall mean, collectively, the Capital Improvement Subaccount of the Replacement Reserve Fund, as established under Section 5.10 of the Indenture, the Subordinate Pledged Funds Account, as established under Section 5.06 of the Indenture, and the Bond Fund, as established under Section 5.05 of the Indenture.

"Initial Deposit" shall, with respect to each Fund, mean the Initial Deposit set forth in Exhibit C.

"Initial Deposit Date" shall mean May 23, 1997.

"Invested Moneys" shall mean all amounts deposited hereunder, less any withdrawals pursuant to this Agreement.

"Maturity Date" shall, with respect to each Fund, mean the Maturity Date set forth in Exhibit C.

"Moody's" shall mean Moody's Investors Service.

"Rate of Earnings" shall, with respect to each Fund, mean the Rate of Earnings set forth in Exhibit C.

"S&P" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"Senior Debt Service Reserve Fund" shall mean that Senior Debt Service Reserve Fund established under Section 5.07A of the Indenture.

"Subordinate Debt Service Reserve Fund" shall mean that Subordinate Debt Service Reserve Fund established under Section 5.07B of the Indenture.

"Subordinate Pledged Funds Account" shall mean the Subordinate Pledged Funds Account established under Section 5.06 of the Indenture.

"Termination Date" shall, with respect to each Fund, have the meaning assigned in Exhibit C.

EXHIBIT B

NOTICE ADDRESSES AND WIRE TRANSFER INSTRUCTIONS

BANK:

Westdeutsche Landesbank Girozentrale,
New York Branch
1211 Avenue of the Americas
New York, NY 10036
Attention: Investment Contract Department
Telephone No.: (212) 852-6045
Telecopy No.: (212) 852-6369

BANK WIRE TRANSFER INSTRUCTIONS:

Bank of New York
ABA #: 021-000-018
For the Account of: Westdeutsche Landesbank Girozentrale, New York Branch
Account: IOC 111-569/WLB
Ref.: Novato Financing Authority Series 1997A and 1997B

ISSUER:

California Local Government Finance Authority
Regional Council of Rural Counties
Suite 200-A
1020 12th Street
Sacramento, CA 95814
Attention: Ms. Marcia Basque
Telephone No.: (916) 447-4806
Telecopy No.: (916) 448-3154

BORROWER:

Novato Financing Authority
c/o Redevelopment Agency of the City of Novato
900 Sherman Avenue
Novato, CA 94945
Attention: Deputy Director of Redevelopment
Telephone No.: (415) 897-4301
Telecopy No.: (415) 897-4354

TRUSTEE:

Ms. Leticia Sabiniano
First Trust of California,
National Association
Suite 400
One California Street
San Francisco, CA 94111
Telephone No.: (415) 273-4517
Telecopy No.: (415) 273-4590

TRUSTEE WIRE TRANSFER INSTRUCTIONS:

For United States Currency:

ABA #0910 00022
First Bank NA/CTR
BBK=First Trust Company
AC - 180121167365
BNF = Trade Settlement
AC - 47300050
OBI = Julie Carty (612) 244-0558

INSURER:

Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022
Attention: Surveillance Department
Telephone: (212) 826-0100
Telecopy: (212) 339-3518

EXHIBIT C

SCHEDULE OF TERMS

Name of Bonds: \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority; \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority

Fund: Senior Debt Service Reserve Fund

Initial Deposit Amount: \$1,006,424.73

Rate of Earnings: 6.86% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: October 1, 2027

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Subordinate Debt Service Reserve Fund

Initial Deposit Amount: \$145,931.56

Rate of Earnings: 6.86% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment

Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: October 1, 2024

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Cashtrap Account

Initial Deposit Amount: \$12,777.12

Rate of Earnings: 6.46% per annum

Earnings Calculation Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals: For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date: April 1, 2017

Termination Date: Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

Fund: Float Fund

Initial Deposit Amount: \$613,598.65

Rate of Earnings: 6.86% per annum

Earnings Calculation

Basis: 360-day year consisting of twelve 30-day months.

Earnings Payment

Dates: Five (5) Business Days prior to each April and October, commencing five (5) Business Days prior to October, 1997.

Withdrawals:

For a purpose permitted under the Indenture, upon two (2) Business Days' prior facsimile notice (promptly followed by written notice) specifying the purpose, amount and date of the withdrawal

Maturity Date:

October 1, 2027

Termination Date:

Earlier of (a) the Maturity Date, (b) the date of withdrawal of all Invested Moneys and Earnings and on which the Trustee provides written notice to the Bank that no additional amounts will be deposited hereunder as permitted under Section 2.1 and (c) the date of earlier termination as permitted by the Agreement

EXHIBIT D

**ANTICIPATED DEPOSIT SCHEDULE
CASHTRAP ACCOUNT**

<u>Date</u>	<u>Amount</u>
1997	\$31,250
1998	125,000
1999	125,000
2000	125,000
2001	125,000
2002	281,794
2003	505,255
2004	514,953
2005	521,409
2006	528,612
2007	536,552
2008	1,021,179
2009	999,493
2010	977,250
2011	954,436
2012	931,036
2013	907,034
2014	882,416
2015	857,165
2016	831,265
2017	1,518,820

EXHIBIT E

Securities

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America.
2. Obligations, debentures, notes or other evidences of indebtedness issued by the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.
3. Cash

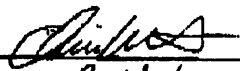
**CERTIFICATE FOR AN INVESTMENT AGREEMENT
INVOLVING THREE BIDS**

I, Chris Winters of Feld Winters Financial, Inc. (the "Broker"), HEREBY CERTIFY in connection with the Investment Agreement between First Trust of California, National Association, as trustee (the "Trustee") and Westdeutsche Landesbank Girozentrale (the "Provider") dated May 23, 1997 (the "Investment Agreement") that (i) at least three bids on the Investment Agreement were received from reasonably competitive market participants for providing the types of investments covered by the Specifications for Bids, other than those with a material financial advantage in the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority and the \$1,585,000 Subordinate Revenue Bonds, Series 1997B, (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority, (ii) the yield on the Investment Agreement purchased is at least equal to the yield offered under the highest bid received from an uninterested party, (iii) the price of the Investment Agreement takes into account as a significant factor the expected drawdown for the funds to be invested (other than float funds or reasonably required reserve or replacement funds), and (iv) collateral security requirements, if any, for the Investment Agreement are reasonable. Attached hereto as Attachment I is a copy of the Specifications for Bids with respect to the Investment Agreement. The institutions named in Attachment II to this certificate offered to provide Investment Agreements at the interest rates shown therein and in substantial compliance with the Specifications for Bids.

I further certify that the Broker will receive a commission from the Provider, which commission is reasonable, represents a fair value for the services performed, and does not exceed the present value (using a reasonable taxable discount rate) of annual payments equal to .05% of the weighted average amount reasonably expected to be invested each year of the term of the Investment Agreement. To the best of my knowledge, but without having made any inquiry, such commissions are comparable to costs that would be charged for the same investment arrangements if acquired with a source of funds other than tax-exempt bonds. Other than such commissions, the Broker received no financial consideration from the Provider with respect to the investments being bid. The Broker has paid one-half of its commission to P.A. Hoon & Co. Inc. for its role in obtaining the Investment Agreement, which fee represents a fair value for such services performed.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of May, 1997.

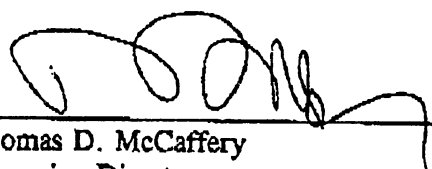
FELD WINTERS FINANCIAL, INC.

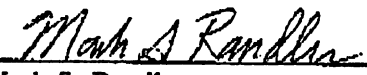
By 
Title: President

**CERTIFICATE OF
WESTDEUTSCHE LANDESBANK GIROZENTRALE**

We, the undersigned officers of Westdeutsche Landesbank Girozentrale (the "Provider") HEREBY CERTIFY in connection with the Investment Agreement between First Trust of California, N.A., as trustee, and the Provider dated as of May 23, 1997 (the "Agreement") that the yield on the Agreement is at least equal to the yield offered by the Provider on the date the Provider offered to enter into the Agreement on reasonably comparable investment contracts offered to other persons, if any, funded from a source of funds other than gross proceeds of an issue of tax-exempt bonds and that the amount of administrative costs that are reasonably expected to be paid by the Provider to Feld Winters Financial, Inc. in connection with the Agreement is \$20,398.00 plus the normal and customary fees of counsel to the Provider. For purposes of this certification, administrative costs include all brokerage or selling commissions paid by the Provider to third parties in connection with the Agreement, legal or accounting fees, investment advisory fees, recordkeeping, safekeeping, custody and other similar costs or expenses.

Dated this 23rd day of May, 1997.

By 
Thomas D. McCaffery
Managing Director

By 
Mark S. Randles
Vice President

KUTAK ROCK
A PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS
SUITE 2100
225 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30303-1731
404-222-4600
FACSIMILE 404-222-4654
<http://www.kutakrock.com>

DENVER
KANSAS CITY
LITTLE ROCK
NEW YORK
NEWPORT BEACH
OKLAHOMA CITY
OMAHA
PHOENIX
PITTSBURGH
WASHINGTON

May 23, 1997

First Trust of California,
National Association, as Trustee
San Francisco, CA

Financial Security Assurance Inc.
New York, NY

Novato Financing Authority
Novato, CA

\$15,485,000 Senior Revenue Bonds, Series 1997A
\$1,585,000 Subordinate Revenue Bonds, Series 1997B
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Ladies and Gentlemen:

We have served as counsel to Westdeutsche Landesbank Girozentrale (the "Bank"), acting through its New York Branch (the "Branch"), for purposes of reviewing the Investment Agreement dated as of May 23, 1997 (the "Agreement") between First Trust of California, National Association, as trustee, and the Bank respecting the investment of certain proceeds of the above-captioned bonds.

In connection with the rendering of this opinion, we have examined the Agreement and such other documents, records and instruments as we have deemed necessary in connection with the rendering of this opinion. In such examination we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies.

Based upon the foregoing, we are of the following opinions:

1. The Branch is a New York State licensed branch of a foreign bank and is in good standing under the laws of the United States of America and the State of New York.

First Trust of California
National Association, as Trustee
Financial Security Assurance, Inc.
Novato Financing Authority
May 23, 1997
Page 2

2. The Agreement has been duly authorized by all necessary corporate action on the part of the Bank and is an obligation which the Bank is permitted to undertake under the laws of the United States of America and the laws of the State of New York.

3. The Agreement has been duly executed and delivered by the Bank and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general and (b) general principles of equity, including, but not limited to, the availability of certain equitable remedies.

We express no opinion with respect to the effect of laws, other than the laws and regulations of the State of New York and the federal law of the United States of America in full force and effect on the date hereof, upon the validity and binding effect of the Agreement or upon any other matter set forth in this opinion. In addition, we have assumed that the Agreement constitutes a valid and binding obligation of Westdeutsche Landesbank Girozentrale under the laws of Germany. We express no opinion as to the availability of equitable remedies to persons seeking to enforce the obligations of the Bank under the Agreement.

This opinion may be relied upon by Moody's Investors Service or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., to the extent either assigns investment ratings to the Bonds, as if this opinion were addressed to them.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. This opinion is delivered to you, and any rating agency referenced in the preceding paragraph, in connection with the above-referenced transaction and may not be utilized or quoted by you, or such rating agency, for any other purpose whatsoever or delivered to any other person without our prior written consent.

Very truly yours,



KUTAK ROCK

May 23, 1997

To the Addressees on Schedule I hereto

Re: \$15,485,000 Senior Revenue Bonds, Series 1997A \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project) Issued for the Benefit of the Novato Financing Authority (California) Facilitated by the California Local Government Finance Authority

Ladies and Gentlemen:

We, the undersigned, are members of the Central Legal Department of Westdeutsche Landesbank Girozentrale ("WestLB") and have advised WestLB and its New York Branch (the "Branch") in connection with the Investment Agreement, dated as of May 23, 1997 (the "Agreement") between First Trust of California, National Association, as trustee, and the Branch. Capitalized terms herein which are undefined have the meanings assigned to them in the Agreement.

In connection with the opinions hereinafter given, we have examined a copy of the Agreement and such other certificates, documents, agreements and instruments as we have deemed necessary as a basis for the opinions expressed below.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all agreements, certificates, instruments and documents submitted to us as originals, and the conformity to the originals of all agreements, certificates, instruments and documents submitted to us as copies. As to questions of fact material to the opinions expressed below, we have, when relevant facts were not independently established by us, examined and relied upon representations of officers of WestLB.

Based upon the foregoing examination and assumptions, and subject to the qualifications set forth below, we are of the opinion that:

- 1) WestLB is duly organized and validly existing as a German banking institution under the law of the State of North Rhine-Westphalia and has full power and authority (corporate and otherwise) to execute, deliver and perform the Agreement.
- 2) Thomas D. McCaffery and Mark S. Randles, if acting jointly for and on behalf of the Branch, are duly authorized by WestLB to execute and deliver the Agreement for and on behalf of the Branch. Assuming the Agreement has been duly executed and delivered for and on behalf of the Branch by such persons acting jointly, no further authorization by or any

corporate action of WestLB is required in connection with the execution, delivery and performance of the Agreement.

- 3) (i) The governing-law clause, subjecting the Agreement to New York law, is valid under German law.
 - (ii) Under German law, New York law will be applied to an agreement, such as the Agreement, which under German law has been validly subjected to New York law, except to the extent that (a) any of the terms of such agreement or any of the provisions of New York law applicable to such agreement are obviously irreconcilable with important principles of German law, (b) there are mandatory provisions of German law which must be applied to the transaction covered by such agreement irrespective of the law which governs such agreement or (c) all elements of the transaction covered by such agreement, other than the choice of law, are connected with only one country at the time of the choice of law and there are mandatory provisions of the law of such country applicable to such transaction.
 - (iii) (a) None of the terms of the Agreement is irreconcilable with important principles of German law, (b) there are no mandatory provisions of German law which must be applied to the transaction covered by the Agreement irrespective of the law which governs the Agreement and (c) the transaction covered by the Agreement was not connected with only one country at the time the choice of law was made.
 - (iv) The Agreement constitutes the legal, valid and binding obligation of WestLB, enforceable against WestLB in accordance with its terms, the rules of civil procedure of Germany and, subject to the opinion contained in paragraph (3)(i) through (iii), the applicable provisions of the chosen law of New York.
- 4) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental, administrative or other authority or court of Germany or of the State of North Rhine-Westphalia is required for the execution or delivery of the Agreement by WestLB through the Branch or for the performance by WestLB or by the Branch of the Agreement.
- 5) The execution, delivery and performance of the Agreement by WestLB or the Branch will not result in any violation by WestLB or by the Branch of any law of Germany or the State of North Rhine-Westphalia.
- 6) The contractual obligations incurred by virtue of the execution and delivery of the Agreement for and on behalf of the Branch are the

obligations of WestLB, and WestLB has no defenses against the performance of such obligations which are based on the fact that WestLB had acted through the Branch in executing and delivering the Agreement.

- 7) Any final and conclusive judgment of the Supreme Court of the State of New York, New York County, or of the United States District Court for the Southern District of New York for a definite sum for the recovery of amounts due and unpaid under the Agreement will be held enforceable against WestLB in the appropriate courts of Germany without re-examination or re-litigation of the matters adjudicated, except that such judgment is not so enforceable if any of the reasons for excluding enforceability set forth in Section 328 (1) of the German Code of Civil Procedure is present, in particular (i) under the law of Germany said New York or federal court does not have jurisdiction, (ii) WestLB has not been served with process in a proper and timely fashion and therefore WestLB has not been able to defend itself against the claim in the court, (iii) the judgment conflicts with a prior judgment of a court of Germany or a prior judgment of a foreign court that is to be recognized in Germany, or the litigation resulting in the judgment to be enforced conflicts with litigation previously commenced in Germany, (iv) recognition of the judgment would be contrary to basic principles of the law of Germany, in particular but not limited to the constitutional human rights, or (v) reciprocity is not insured.
- 8) The obligations of WestLB under the Agreement rank at least equal in priority of payment and in all other respects with its obligations to pay any other unsecured and unsubordinated obligations of WestLB for borrowed money, including deposit liabilities, that are not expressly preferred by law or in proceedings under the German Composition Code (Vergleichsordnung) or Bankruptcy Code (Konkursordnung) or by similar laws affecting creditors' rights generally.

The foregoing opinions are subject to the following qualifications:

(i) The opinion in paragraph (3) with respect to enforceability is subject to the effect of any bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws affecting creditors' rights generally, applicable to WestLB.

(ii) In giving the opinions in paragraphs (3)(iv), (6) and (8), we have assumed, with your consent, that the Agreement is legal, valid and binding under New York law, all as set forth more fully in the opinion dated of even date herewith of Kutak Rock issued in connection with the Agreement.

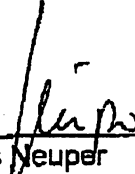
(iii) No opinion is expressed with respect to the law of any jurisdiction other than the law of Germany and the State of North Rhine-Westphalia.

This opinion is being furnished to you solely for your benefit in connection with the transactions described above and may not be used, circulated, quoted or otherwise referred to for any other purpose without our express written consent.

Very truly yours,



Peter Foller
Legal Counsel



Klaus Neuper
Legal Counsel



SCHEDULE I

First Trust of California
National Association, as Trustee
San Francisco, CA

Financial Security Assurance Inc.
New York, NY

Novato Financing Authority
Novato, CA

May 20, 1997

Ms. Leticia Sabiniano
First Trust of California,
National Association
Suite 400
One California Street
San Francisco, California 94111

Ms. Sonia Seeman
Deputy Redevelopment Director
Novato Financing Authority
c/o Redevelopment Agency of
the City of Novato
800 Sherman Avenue
Novato, California 94945

\$15,485,000 Senior Revenue Bonds, Series 1997A
(Marin Valley Mobile Country Club Park Acquisition Project)
Issued for the Benefit of the
Novato Financing Authority (California)
Facilitated by the
California Local Government Finance Authority

Dear Ladies:

Please be advised that in connection with the above referenced Bonds, Financial Security Assurance Inc., as Controlling Party, hereby approves the form and substance of version 2 of the Investment Agreement as circulated by Shannon Baxter of Kutak Rock on May 19, 1997 (the "Agreement") to be provided by Westdeutsche Landesbank Girozentrale (the "Bank") and the Bank as the provider of the Agreement.

Financial Security Assurance Inc.

By: 

Marin, CA