

MISSISSIPPI RIVERWOOD ASSOCIATES, INC
8660 Highway 101
Elk River, MN 55330

Proprietary Lease

This agreement made and entered into this _____ day of _____, _____, by and between Mississippi Riverwood Associates, Inc. hereinafter referred to as Lessor and _____ hereinafter referred to as Lessee.

Witnesseth

In consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the Lessor and Lessee agree as follows:

1. This Lease shall be effective for one year and it shall be renewed automatically for another year on April 1 upon payment of the annual dues (see Prospectus, Section E) and, from time to time thereafter, unless Lessee defaults in the terms and conditions applicable to the occupancy of the site.
2. Occupancy of Site Number _____ is restricted to Lessee or members of the Lessee's immediate family *except as outlined in Article II, Section 1, of the Mississippi Riverwood Associates, Inc. By Laws as amended August 21, 1999.*
3. Lessee of Site Number _____ agrees to abide by the Rules and Regulations prescribed by the Lessor as set forth in the Public Offering Statement of which this is a part. Lessee also agrees to abide by the By-Laws of Mississippi Riverwood Associates, Inc., (see By-Laws, Section I).
3. Lessee agrees to save Lessor harmless from and indemnify it against any and all injury, loss or damage, or claims for injury, loss or damage of whatever nature, to any persons or property occurring upon the demised premises, excluding only such injury, loss, damage or claims for injury, loss or damage as shall be caused by or result from the act, omission or negligence of Lessor or its agents.

THIS AGREEMENT shall be binding upon the heirs, executors, administrators, successors or assigns of the parties hereto and shall be construed under the laws of the State of Minnesota.

Date _____ Lessee _____

Date _____ Lessee _____

Accepted this _____ day of _____, By _____
Mississippi Riverwood Associates, Inc.