

ASSIGNMENT, WAIVER, AND RELEASE  
(TENANT OWNED MOBILEHOME)

This ASSIGNMENT, WAIVER, AND RELEASE (TENANT OWNED MOBILEHOME) (the "Agreement") is entered into by and between \_\_\_\_\_ (the "Tenant"), who rented or leased under a written rental agreement (the "Rental Agreement") the mobilehome space located at 5436 Clark Road, Space \_\_\_\_\_, Paradise, California 95969 (the "Premises") from the Pinecrest Mobile Home Park, LLC (the "Landlord"). On November 8, 2018, while the Tenant was residing in mobilehome owned by Tenant on the Space, the mobilehome (the "Mobilehome") and the personal property in or around the Mobilehome, was destroyed by the fire event commonly referred to as the "Camp Fire" (the "Incident"). Tenant understands that the removal of the remains of Tenant's Mobilehome and personal property in or around the Mobilehome (the "Debris") is Tenant's responsibility and in exchange for the promises and covenants set forth in his Agreement, Tenant and Landlord agree as follows:

1. Incorporation. The facts set forth in the preamble to this Agreement are true and correct and incorporated herein by this reference.
2. Time to Respond. Tenant understands, acknowledges, and agrees that in order for this Agreement to be effective, it must be signed and dated by Tenant and occupants of the Premises and returned to Landlord within ten (10) calendar days of the date on which this Agreement is postmarked.
3. Satisfaction of Notice Requirements. Once signed by Tenant, Landlord hereby accepts this Agreement as notice in fulfillment of Tenant's obligations under California Civil Code Section 798.59.
4. Assignment of Interests. Tenant hereby irrevocably assigns to Landlord the following: (a) any and all insurance proceeds identified for removal of debris under any policy of insurance owned by Tenant pertaining to the Premises; and (b) all right, title, and interest of Tenant in and to the Mobilehome, and all of Tenants personal property and possessions in, on, or about the Mobilehome and the Premises. Tenant understands, acknowledges, and agrees that upon this assignment Landlord shall have the right to remove and dispose of any and all of Tenant's Mobilehome and personal property and possessions in or about the Mobilehome.
5. Termination of Rental Agreement. Landlord and Tenant hereby mutually agree: (a) to terminate Tenant's rights under the Rental Agreement for the Premises, (b) to forfeit of the Rental Agreement, and (c) that Tenant hereby surrenders to Landlord all right, title, and interest of Tenant, and any and all occupants of the Premises, to Landlord and (d) that Landlord has the right to immediately re-take possession of the Premises and of Tenant's personal property and possessions thereon.
6. Waiver and Release. Tenant, on behalf of Tenant and all occupants of the Premises, hereby waives and release any and all claims of every type, kind, and nature, past, present, or future, arising out of or related to all losses, liabilities, and damages suffered or incurred by Tenant during the Camp Fire incident.
7. Waiver of Unknown Claims. Tenant understands, acknowledges, and agrees that the releases provided hereunder by Tenant also apply to all unknown and unanticipated injuries, damages, losses, liabilities, or debts which are in any way related to the subject matter of this Release as well as those claims now known or disclosed, and Tenant hereby waives all rights and all claims that Tenant may have once had, now have, or in the future may have under the terms of Section 1542 of the California Civil Code, which provides as follows:

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

Tenant further waives all rights under any other statutes and/or common law principles of similar effect arising in any jurisdiction.

8. Indemnification. To the extent permitted under California law, Tenant, on behalf of Tenant and all occupants of the Premises, hereby agrees to protect, defend, indemnify, and hold harmless Landlord, the Pinecrest Mobile Home Park, and Evans Management Services, and their respective owners, officers, directors, shareholders, managers, members, agents, employees, affiliates, consultants, successors, and assigns from and against any and all claims, damages, actions, causes of action, losses, and liabilities arising out of or related to the Camp Fire incident.

After careful consideration and the opportunity to consult with legal counsel, Tenant and Landlord, agree as set forth herein.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Tenant

Dated: \_\_\_\_\_

\_\_\_\_\_  
BENEDICT C. DI DUCA, Co-Manager, Pinecrest  
Mobile Home Park, LLC