

EXHIBIT F

PROPRIETARY LEASE

THIS AGREEMENT, made and entered by and between Yankee Park H.O.A., Inc. (hereinafter called Lessor,) and _____
_____(hereinafter called Lessee);

WITNESSETH:

Lessor, in consideration of the rents and covenants herein contained, does hereby lease to Lessee Lot No. _____ at Yankee Park according to the sketch, Exhibit 1 of the Plan, of the real estate owned by Lessor in Lagrange County, Indiana, which sketch is incorporated herein by reference, to have and to hold unto said Lessee for a term of 99 years, beginning on April 15, 1995, renewable at the option of Lessee for such additional 99 year terms as Lessee may determine, and in consideration therefore Lessee does agree to make the payments as hereinafter set forth with interest of as set forth in the Plan of Cooperative Organization upon any payment after the same becomes due, and with attorney fees in the event of default in payment or otherwise. All sums due from Lessee hereunder shall be payable without relief from valuation or appraisal laws at the office of the Lessor or at such other place as designated in writing by the lessor. Time is of the essence.

PAYMENTS

Lessee shall make payments for the above described lot as follows:

Payments shall be made to Lessor by delivery to Lessor's Treasurer or

as directed by the Board of Directors of Lessor. On June 1 of each year payment shall be due of any installment of purchase price due and unpaid pursuant to the Purchase Agreement between Lessor and Lessee for the Membership and Lot above described. Also on June 1 of each year payment shall be due of the Regular Assessment for that year as determined by Lessor. Special Assessments shall be due according to the terms established by Lessor as permitted by the Plan of Cooperative Organization for Lessor.

USE OF PREMISES

Lessee does covenant and agree that the said lot shall be used only as a single family private residence and no commercial or business activity shall be permitted.

The only residence allowed upon the premises shall be a mobile home and such mobile home, if not currently placed upon said lot, shall be approved by the Board of Directors of Lessor.

Lessee shall also have the exclusive use of one side of dock space traditionally assigned to the Lot herein leased.

ACCEPTANCE AND MAINTENANCE OF PREMISES

Lessee has examined the above lot and the common areas of Lessor prior to and as a condition precedent to his acceptance and execution of this lease, and such premises are unconditionally accepted as is. Lessee shall keep the above described lot in a clean, slightly, and healthful

condition, and in good repair at Lessee's expense, and shall yield the same back to Lessor upon termination of this lease in the same condition as it now is. Lessee assumes all risk of loss or damage to anyone which may arise from the use of occupancy of said lot and shall indemnify and hold Lessor harmless from any such loss or damage.

RULES AND REGULATIONS

Lessee and all members of Lessee's family and guests must follow the Rules and Regulations attached to this lease. Failure to comply with this provision of the lease shall give the Lessor the right to declare this lease terminated upon seven (7) days written notice of such default if such default is not corrected within the seven day period and thereafter not repeated. The Rules and Regulations may be amended by the Board of Directors as set forth in the Plan.

LESSOR MAY MORTGAGE PREMISES

The Lessor may at any time place a new mortgage on premises with the consent of two-thirds (2/3) of the Members of Lessor. This lease shall not be subordinate to the lien of any mortgage to Sponsors.

COVENANTS OF LESSOR

Lessor shall provide all service and pay all expenses as set forth in the Plan, the Articles of Incorporation and the By-Laws of Lessor. The Lessee shall have the right to use the common areas as set forth in the Plan.

MEMBERSHIP CERTIFICATE

The Lessee shall be a Member of the Lessor and shall be entitled to one Membership Certificate for each lot. Original membership must be paid in full prior to execution of a Proprietary Lease. The Membership Certificate and Proprietary Lease for each lot is a unit and can only be transferred as a unit under the terms and conditions as set forth in the Plan and Articles of Incorporation, and By-Laws of Lessor.

CHANGES IN LEASES

All Proprietary Leases originally or hereafter executed shall be in the same form as this lease except for the amount and provisions for payment of the base payment, and except for any subsequent amendments to the Rules and Regulations.

SUBLETTING AND ASSIGNMENT, INCLUDING

LESSOR'S RIGHT OF FIRST REFUSAL

The Lessee may not sublet the above described lot.

Except as specified in "Lessee's Option to Cancel" hereafter, the Lessee shall not assign this lease or any interest therein unless and until all of the following requirements have been complied with or satisfied:

(a) If Lessee shall desire to accept a bona fide offer from any person to purchase Lessee's Lease or assume Lessee's interest, Lessee shall give Lessor a First Right of Refusal. Lessee shall give Lessor by delivery

to Lessor's President and Treasurer, a true copy of the offer to purchase or assume, including all of the terms of the offer, notifying Lessor of Lessee's interest to accept. Lessor shall have ten (10) days from receipt by Lessor to agree to purchase the Lessee's interest on the terms specified in said offer. If Lessor shall not elect to purchase Lessee's interest within said period then a Right of Refusal under the same procedure shall be given to the Lessees of adjacent Lots with no intervening road, if more than one elects to purchase the right to purchase shall be decided by lottery. If none elect to purchase then a Right of Refusal under the same procedure shall be given to all other members, if more than one elects then a lottery will be used. If no one elects to purchase then Lessee may proceed with the sale or assignment subject to a compliance with all of the terms of this section and this Lease.

(b) An instrument of assignment of the lease containing a covenant by the assignee to perform and comply with all of the covenants and conditions of this lease, including all payments due hereunder, must be executed and acknowledged by the assignee and delivered to Lessor.

(c) The Certificate of Membership in the Lessor which accompanies this lease must be transferred to the assignee.

(d) All sums due from the Lessee must be paid to the Lessor.

(e) A written consent to such assignment by a majority of the Board of Directors of the Lessor must be delivered to Lessor. Such consent shall not be unreasonably withheld.

Whenever the Lessee shall, under the provisions of this lease, be permitted to assign and shall so assign the same, the assignor shall have no further liability on any of the covenants of this lease.

DEFAULT

Except as may be otherwise provided in the paragraph above entitled "Rules and Regulations", if the Lessee does not make the payments when due and such default exists for a period of sixty (60) days or more, or if Lessee fails to perform any other provisions of this lease which is to be performed by Lessee, and such default exists for a period of thirty (30) days or more, then upon thirty (30) days written notice as to such continued default, the Lessor may declare this lease terminated if such default is not cured within such thirty (30) day period.

Upon such termination, the Lessor without further notice or process of law may enter into said premises and again have, repossess, and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease, terminate, and be void, without prejudice to the right of Lessor to retain all payments heretofore made and to recover from Lessee all payments due up to the time of such entry. Upon any such termination of this lease, all membership rights of Lessee in Lessor shall terminate and all payments made by Lessee to Lessor for a Membership Certificate shall be retained by Lessor.

Upon termination of this lease, if all payments are paid in full, the Lessee shall have the absolute right to remove Lessee's mobile home which is located upon said lot, provided that the premises are restored to a neat and clean condition.

Upon any termination of this lease for whatever reason, the Lessor may issue a new Membership Certificate and Proprietary Lease for said lot upon such terms and conditions as determined by a majority of the Board of Directors of Lessor, subject to any restrictions or limitations set forth in this lease, the Plan, or the Articles of Incorporation or By-Laws of Lessor.

LESSEE'S OPTION TO CANCEL

This lease may be cancelled by the Lessee on April 14, 1996, and on the 14th day of April thereafter upon at least three months prior written notice to the Corporation and upon surrender to the Corporation of the Membership Certificate accompanying such lease. In the event of such cancellation, the Lessee shall have no further rights or liabilities in or to the membership Certificate and Proprietary Lease and will receive no cash payment. All payments must be paid to date of termination of the lease and any payment due to termination date which is unpaid shall be a lien on the mobile home which is located on the lot which is the subject of such lease.

LEGAL FEES

Any suit brought by any Lessee or any Lessee's guest regarding any Rule/Regulation, Bylaw, Lease, or the Plan Documents, should they fail to prevail, will be responsible to pay the reasonable costs of defense by the Lessor (Park), including reasonable attorney fees, court costs and expenses associated with the defense of the case.

ADDITIONAL COVENANTS

The Lessor agrees to enter into, execute, and acknowledge a Memorandum of Lease suitable for recording if requested by Lessee.

This Lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors, and assigns of the parties to this lease.

Dated: _____

YANKEE PARK H.O.A., INC.

By: _____ X _____
President

Secretary

X _____

"LESSOR"

"LESSEE"