

SHIRLEY WAYSIDE, LP Lease

This Lease is made and entered into this _____ day of _____ 20____ by and between Shirley Wayside, LP u/t/d dated April 21, 1998 and recorded with the Middlesex County Registry of Deeds in Book 28472, Page 291, (hereinafter referred to as the "Lessor") and _____ of _____ (hereinafter referred to as the "Lessee").

1. Premises. A parcel of land known as _____ situated in a manufactured home community known as Wayside Retirement Community in Shirley, Massachusetts, currently owned and operated by the Lessor together with all necessary temporary easements for use in common with Lessor and others entitled thereto for utilities and for ingress and egress over roads and ways in said manufactured home community ("Premises").
2. Lease Term. The term of this Lease shall be ____ years commencing _____ and ending _____ unless sooner terminated by Lessee as provided herein.

In the event that the Lessee is selling his manufactured home, Lessee may elect to terminate this Lease without penalty on the fourth day of any calendar month by giving advance notice in writing to the Lessor of Lessee's intention to terminate this Lease, provided that such notice is given to Lessor no less than ninety (90) days prior to the termination date and Lessee performs all obligations hereunder through such termination date, including the surrender of the Premises on or before that date.

3. Fixed Rent. The fixed rent herein reserved to Lessor (hereinafter referred to as the Fixed Rent) shall be \$_____ per month until _____, payable by Lessee in advance on the first day of each month to Lessor without any prior demand therefore and without any deduction or set off except as may be provided herein. Commencing _____ the rent for the remainder of the Leased Term may be increased to the extent permitted by law, but the Lessor shall provide the Lessee with at least sixty (60) days advance written notice of any such increase. In the event the Lessee, having received said notice elects to terminate this Lease, Lessee may do so without penalty by giving advance notice in writing to the lessor of Lessee's intention to terminate this Lease, provided such notice is given to Lessor ninety (90) days in advance.

Lessee hereby covenants to pay his proportionate share of any betterment assessments and expenses as well as all assessments and expenses connected with environmental and energy improvement which may be required as a result of the operation of the manufactured home community by local, state or federal law, regulation or ordinance. Lessee hereby covenants to pay his proportionate share of the costs of capital improvements to the community, including but not limited to sewer, water, gas or electrical system upgrades to the extent and in the manner permitted by law.

4. Additional Rent. The Lessee shall be responsible for the payment of \$_____ per month as a license fee in accordance with Massachusetts General Laws Chapter 140, Section 32G. Said amount shall be paid to Lessor in advance on or before the first day of each month. In accordance with the provisions of said Chapter 140, Section 32G as amended, if the fee charged by the Town of Shirley is changed, said fee will be increased or decreased accordingly.
5. Utilities. The Lessee shall be responsible for the payment of all utilities provided to the Premises or to any structure or improvement thereon exclusive of water.
6. Rules. The Lessee has been provided with a copy of the Rules of the Wayside Retirement Community. The Lessee agrees to abide by said Rules and/or any lawful amendments that may be made thereto once said Rules become effective.
7. Personal Property. The lessee agrees and acknowledges that all buildings, structures, improvements, equipment, furniture, fixtures, and other items of personal property located upon the Premises during the term of this Lease or any extension hereof, is to be at the sole risk and hazard of the Lessee, and that Lessor shall bear no responsibility for injury or damage to same unless such injury or damage is attributable to the intentional acts or negligence of the Lessor, its agents, or employees acting within the scope of their employment.
8. Title to Improvements. The Lessee acknowledges that Lessor is the owner of any structures and improvements now, or hereafter erected upon the Premises, excepting the manufactured home, portable shed, portable garage or similar portable structure owned by the Lessee and placed on the Premises. All improvements which constitute the construction, erection or placing of any structure on the Premises must have the prior written approval of the Lessor which shall not be unreasonably withheld.

All permanently affixed structures placed on the Premises by the Lessee at Lessee's sole cost shall be owned by Lessee during the term hereof, but upon the expiration of the term, or any extension thereof, same shall belong to Lessor. Lessee alone shall be entitled to deduct all depreciation on Lessee's income tax returns for all such improvements.

Upon the expiration or earlier termination of the Term of this lease, the Lessee shall surrender the Premises in good condition and repair, reasonable wear and tear excluded. Lessee shall leave the Premises in a safe condition by covering, enclosing or securing the Premises so as to prevent the Premises from becoming a hazard or nuisance to the general public. Lessee shall cap all utilities at the property line and properly locate same.

Notwithstanding the above, Lessee agrees to restore the Premises to its former condition if requested by Lessor.

9. Subordination. This Lease shall be subject and subordinate to any and all such mortgages, now or at any time hereafter, which are a lien on the property of which the Premises is a part of and Lessee shall, when requested execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, provided that mortgagee by agreement in the mortgage or separate instrument contracts in substance not to disturb Lessee's occupancy so long as Lessee performs its obligations in this Lease.
10. Lessor's Access. The Lessor shall have the right to come upon the premises from time to time, to excavate on adjoining land and to enter thereon for the purpose of shoring up the Premises or other adjoining premises: to exhibit the Premises for the purposes of sale, mortgage or reletting: to cure or prevent any default or breach of duty by the Lessee: and whenever the Lessor deems it necessary or desirable to do so for the immediate safety and welfare of the Premises or adjoining premises, provided that in each of the foregoing instances Lessor shall not unreasonably interfere with the Lessee's quiet enjoyment of the premises.
11. Indemnification. The Lessee agrees, at its sole cost and expense, to the extent permitted by law, to indemnify and hold Lessor harmless from any and all claims by or on behalf of any person, employee, corporation, or other entities arising from or in connection with: a) the construction or alteration of any building or the installation of any equipment, or the conduct or management of, and the payment for, any work or thing whatsoever done in about the Premises, by or on behalf of Lessee, occurring during the term of this Lease; b) the condition of the Premises from and after the commencement of the term of this Lease or earlier use, possession or occupancy thereof by Lessee; c) any breach or default on the part of Lessee in the performance of Lessee's obligations or covenants under this Lease;
- d) any act, negligence, fault, omission or other misconduct of Lessee, or any of its officers, agents, servants, employees, contractors, customers or invitees in or about the Premises, occurring during the term of this Lease; e) the operation of vehicles by Lessee, or any of its officers, agents, servants, employees, contractors, invitees or customers occurring during the term of this Lease; f) any acts performed, at Lessee's request, by the Lessor or any of its officers, agents, servants, employees, contractors, or invitees occurring during the term of this Lease; g) any claim or damage arising from Lessee's neglect in not removing snow and ice from the Premises or from the sidewalks or passageways adjacent to the Premises as provided in Section 8; h) any claim or damage arising out of the disposal, release or emission by the Lessee, its officers, agents, employees customers or invitees upon the Premises, whether accidental or not, of hazardous waste or hazardous material as may be defined from time to time by Federal, State and Local laws pertaining to hazardous waste, toxic substances, and air and water pollution, and any claims for injury or damage to any and all persons or property by any other cause of whatever nature unless caused by or due to the act, omission, fault negligence, or misconduct of the Lessor.
12. Quiet Enjoyment. The Lessee, upon paying the basic rent and all additional rent and other charges herein provided for, and performing all other terms of the Lease, shall quietly have and enjoy the Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through the Lessor.

13. Eminent Domain. If the whole of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day. Lessor agrees to give written notice of such taking to Lessee promptly. If a portion of said demised premises shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the premises as to prevent Lessee from using the same in substantially the same manner as theretofore used, then and in that event, the Lessee may either cancel and terminate this Lease as of the date when the part of the premises so taken or condemned shall be required for such public purpose, or said Lessee may continue to occupy the remaining portion provided, however, the Lessee shall give written notice to the Lessor, within fifteen(15) days after receipt of notice from Lessor of any taking or vesting of title of its election. In the event the Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions for this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount in value of such remaining space and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

The award of damages or compensation for the premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to the Lessor, except that the Lessee shall be entitled to any and all compensation attributable to Lessee's improvements, and in case of a partial condemnation of the demised premises, Lessee shall be entitled to any compensation for damage sustained by Lessee as the result of any alterations, modifications, or repairs which may be reasonably required of the Lessee in order to place the remaining portion of the demised premises not so condemned, in a suitable condition for Lessee's further occupancy.

14. Waiver. No assent, express or implied, by the Lessor to any breach of any covenant or condition herein contained on the part of the Lessee to be performed or express or implied, or of failure by the Lessor to insist on the Lessee's prompt performance or observance of any such covenant or conditions, shall be deemed to be a waiver of or assent to any succeeding breach of the same or any other covenant or condition, and the Lessor may assert its rights and remedies hereunder without any prior or additional notice to the Lessee that it proposed to do so. The acceptance by the Lessor of rent or other payment hereunder or silence by the Lessor as to any breach shall not be construed as waiving any of the Lessor's rights hereunder unless such waiver is in writing.. No payment by the Lessee or acceptance by the Lessor of a lesser amount than shall be due the Lessor from the Lessee shall be deemed to be anything but payment on account, and the acceptance by the Lessor of a check for a lesser amount with an endorsement or statement thereof or upon a letter accompanying said check shall not be deemed an accord and satisfaction, and the Lessor may accept said check without prejudice to recover the balance due or pursue any other remedy.

15. Severability. If any term of this Lease, or the application thereof to any person, entity, or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.
16. Notices. Any notice which may be required or desired to be given hereunder from either of the parties to the other shall be in writing. Notices may be served personally upon the party to whom such notice is directed or may be mailed by registered or certified mail, return receipt requested. If directed to the Lessor, it shall be addressed to Lessor at **7D Taggart Drive, Nashua, NH 03060**. If directed to the Lessee, it shall be addressed to _____
_____. The above addresses may be changed by written notice conforming to the provisions of this Section.
17. No Warranties or Representations. The parties acknowledge that the Lessor has made no warranties, express or implied, other than those expressly set forth herein.
18. Agreement. This Lease may not be modified except by an instrument in writing signed by both parties, except that the Rules noted in Clause 6 may be amended in accordance with the provisions of Massachusetts General Law Chapter 140. The Lessee and Lessor hereby declare that in entering into this Lease the Lessee and Lessor relied solely upon the statements contained in this Lease and fully understand that no agents or representatives of the Lessor or Lessee have authority to in any manner change, add to, or detract from the terms of this Lease.
19. Successors and Assigns. All of the covenants, obligations, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, successors, assigns, and legal representatives of the Lessor and the Lessee and of any person claiming by, through, or under either of them or their agents or attorneys.

In executing this Lease, The Lannan Company is acting as General Partner and agent of the Lessor. Tenant agrees that The Lannan Company shall not be personally liable to the Tenant in any way hereunder, including lack of authority to act as Lessor's agent, any and all such liability being hereby quitclaimed, waived and released by Tenant. Lessor's liability hereunder shall be limited to the value of the leased premises owned by Lessor or its successors and assigns and shall not include the assets of the general or limited partners of the Lessor or their successors and assigns. No judgment shall be taken against any member, general partner, limited partner, subsidiary, officer, shareholder, director, employee, sister company or agent of Lessor or of any general partner of Lessor, and no writ of execution shall be levied against the assets of any member, partner, subsidiary, officer, shareholder, director, employee, sister company or agent of Lessor.

20. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

Lessor: Shirley Wayside, LP
By: The Lannan Company, its sole general partner

Lessee:

By: _____

By: _____

Name: _____

Title: _____
Duly authorized