

CHASES OCEAN GROVE

2014-2033 LEASE

This Ground Lease (“Lease”) is hereby entered into by and between Chases Ocean Grove, Inc., a Massachusetts corporation (“Landlord”) and _____ (“Tenant”). The parties to this instrument hereby agree with each other as follows:

1.1 INTRODUCTION: The following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 BASIC INFORMATION:

Date: _____
Landlord: Chases Ocean Grove, Inc.
Mailing/Payment P. O. Box 97
Address of Landlord: Dennisport, MA 02639

Tenant: _____
Mailing Address _____
of Tenant _____

Premises (Site #): _____
Lease Term: January 1, 2014-December 31, 2033 (each 12-month period shall constitute a “Lease Year” hereunder)

Base Rent: _____ per annum, as adjusted in accordance with Section 4.2.
Additional Rent: Tenant’s share of Taxes, Operating Expenses and such other amounts designated as Additional Rent under this Lease.

Base Rent Due Date: March 15 of each Lease Year.
Permitted Use: Seasonal vacation cottage use from the second Saturday in May through the Sunday after Columbus Day in October of each calendar year (the “Permitted Use Season”).

Exhibits: Exhibit A: Plan showing the Premises.
Exhibit B: Rules and Regulations
Exhibit C: Form of Indemnity Agreement for Non-Tenant Occupants

2.1 LOCATION OF PREMISES: The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the land constituting the cottage site specified in Section 1.2 hereof (the “Premises”) as approximately identified on Exhibit A, located within Landlord’s property known as Chases Ocean Grove in Dennisport, Massachusetts (the “Property” or “Chases Ocean Grove”). The Premises consist solely of the land. Any improvements located on the Premises, including cottages or buildings and related improvements (including individual or shared Wastewater Systems or any other subsurface improvements) (collectively, “Improvements”) are considered property of Tenant and are excluded from this Lease, except as specifically provided for herein.

2.2 APPURTENANT RIGHTS AND RESERVATIONS: Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto the common facilities located within Chases Ocean Grove, including the beach, common walkways, driveways, roads, and common utilities (the “Common Facilities”). These rights are subject to (i) the rules and regulations (“Rules and Regulations”) attached

hereto as Exhibit B, which Rules and Regulations may be modified from time to time by Landlord upon written notice to Tenant, (ii) the right of Landlord to alter or relocate any Common Facilities from time to time, provided that such changes do not unreasonably interfere with the use of the Premises for the Permitted Use, (iii) Landlord's right to use, maintain, repair, replace and make installations within the Premises and/or Common Facilities, but in such manner as to not unreasonably interfere with Tenant's use of the Premises except as provided in Section 8 and Section 30, and (iv) all applicable local, state or federal laws, regulations or permits governing the use, maintenance or repair thereof. Any such installation shall remain property of Landlord upon termination or expiration of the Lease.

- 3.1 TERM OF LEASE: The term of this Lease shall be the period specified in Section 1.2 hereof as the "Lease Term".
- 3.2 CONDITION OF PREMISES: Tenant agrees to accept the Premises in its "as is" condition, and Tenant further agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's use and occupancy hereunder, with the exception of providing water and electrical service if such service is ordinarily provided by Landlord.
- 4.1 RENT PAYMENTS: The Base Rent (at the rates specified in Section 1.2 hereof) and any other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by Tenant to Landlord at the Payment Address, or at such other address as Landlord may designate in writing to Tenant. Any Rent not paid when due shall begin accruing interest at the rate of one and one-half percent (1.5%) per month from the original due date until paid.
- 4.2 BASE RENT ADJUSTMENT: The Landlord reserves the right, but does not have the obligation, to adjust the Base Rent (as specified in Section 1.2) in any given Lease Year beginning with the 2015 Lease Year in accordance with the following provisions:
 - a. Notice. Landlord shall provide written notice to Tenant of the election to adjust the Base Rent in any given Lease Year by March 1 of the Lease Year.
 - b. Price Index. For purposes of this Section, the term "Price Index" shall mean the "Annual Average" of the "Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for U.S. City Average, All Items, (1982-84=100)" or the Boston-Brockton-Nashua Consumer Price Index or any other successor or substitute index appropriately adjusted;
 - c. Escalation. If the Landlord has elected to increase the Base Rent in any given Lease Year, the annual Base Rent payable hereunder shall escalate as follows:

The "escalation" of annual Base Rent shall be equal to the Base Rent of the prior Lease Year, multiplied by the Annual Average Percentage Increase in the Price Index from the prior year, rounded to the nearest tenth of a percent, plus two percent (2%). This escalation amount shall be added to the Base Rent of the prior Lease Year to constitute the escalated Base Rent. Tenant covenants and agrees that said escalated Base Rent shall thereafter be payable hereunder until the next escalation date pursuant to the terms of this Lease. In the event that the Landlord does not elect to increase Base Rent in any given Lease Year but does so elect in a subsequent Lease Year, the Annual Average Percentage Increase shall be calculated using the Price Index from the year prior to the last year of increase.

- d. Formula and Example. The following illustrates the intentions of the parties hereto as to the computation of the aforementioned escalated Base Rent:
- (i) Formula. The formula used to calculate the adjusted Base Rent pursuant to this Section shall be:
$$\text{Base Rent}_{\text{Prior Lease Year}} * [(\text{Annual Average Price Index}_{\text{Prior Lease Year}} - \text{Annual Average Price Index}_{\text{Year of Last Increase-1}} / \text{Annual Average Price Index}_{\text{Year of Last Increase-1}}) + 0.02] + \text{Base Rent}_{\text{Prior Lease Year}} = \text{Adjusted Base Rent}$$
 - (ii) Examples.
 - 1. Assuming that the Base Rent for 2012 is \$5,000 and the year of last increase was 2012, the 2013 escalated Base Rent is calculated as follows: $\$5,000 * [(229.594 - 224.939/224.939) * 100 + 0.02] + \$5,000 = \$5,205$ (plus any other adjustments computed in accordance with the terms of this Lease).
 - 2. Assuming that the Base Rent for 2012 is \$5,000 and the year of last increase was 2009, the 2013 escalated Base Rent is calculated as follows: $\$5,000 * [(229.594-215.303/215.303) + 0.02] + \$5,000 = \$5,430$ (plus any other adjustments computed in accordance with the terms of this Lease).
- e. Figures Unavailable. In the event that the Price Index is unavailable as of March 1, to allow Landlord the ability to determine if there shall be an increase in Base Rent, Tenant shall continue to make Rent payments calculated for the preceding escalation of Base Rent until such Price Index is made available. Within 30 days of that time, the Landlord shall provide notice to Tenant as to whether the Base Rent shall escalate in accordance with this Section and Tenant shall make a retroactive payment to Landlord equal to the “escalation.”
- f. Rent Concessions/Abatements. In calculating the Base Rent Adjustment, no effect shall be given to existing rent concessions or abatement (if any) during the first Lease Year.
- g. No Recomputations. No subsequent adjustments or recomputations, retroactive or otherwise, shall be made to the Price Index due to any revision that may later be made to the first published figure of the Price Index.
- h. No Rent Decrease. In no event shall the Adjusted Base Rent in a given year be less than the Base Rent for the immediately preceding year.
- i. No Waiver. Any delay or failure of Landlord in computing or billing Tenant for the escalation of Base Rent as provided herein shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation of Base Rent hereunder.
- j. Survival. Tenant’s obligation to pay the escalated Base Rent pursuant to this Section shall continue and shall cover all periods up to the date that this Lease is scheduled to expire, and shall survive any expiration or termination of this Lease.
- k. Right to Use Old Figures. In the event that the Price Index ceases to use 1982-84=100 as the basis of calculation, or if, in Landlord’s sole judgment, a substantial change is made in the method used by the federal government to determine the Price Index or the items use to calculate the Price Index, then the Price Index shall be converted (“Conversion”) to the figure that would have been calculated at (or as

close to such figure as shall be practical) had the manner of calculating the Price Index in effect at the date of this Lease not been altered.

1. Government Adjustment Is 'Substantial Change.' For purposes of Paragraph k herein, it shall be deemed a substantial change in the manner in which the Price Index is calculated if the federal government adjusts the method in which the Price Index is determined in an attempt to more accurately reflect changes in the cost-of-living.
 - m. Option to Use New CPI. If, in Landlord's sole judgment, the Conversion is impossible or impractical, then the revised Price Index shall be deemed to replace the original Price Index for purposes of this Section.
- 4.3 REAL ESTATE TAX: The term "Taxes" shall mean all taxes and assessments (including without limitation, assessments for public improvements or water and sewer use charges), and other charges or fees in the nature of taxes for municipal services which at any time during the Lease Term may be assessed, levied, or imposed on or be a lien upon, the Premises or the Property, or any part thereof. Without limiting the foregoing, Taxes shall also include any payments required to be made by Landlord in lieu of taxes.
- (a) The Tenant shall pay to Landlord, as Additional Rent, the Taxes assessed against any Improvements located on the Premises during any tax year (i.e., July 1 through June 30, as the same may change from time to time) or part thereof during the Lease Term as well as Tenant's share of the Taxes so assessed against the Property and Common Facilities, as calculated by Landlord. Tenant shall make such Tax payment upon receipt of an invoice therefor from Landlord, such payment to be due on June 1 of each Lease Year, or, if taxes have not been ascertained by such date, within thirty (30) days of invoice by Landlord.
 - (b) Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property currently existing or placed in and upon the Premises by Tenant.
- 4.4 TENANT'S SHARE OF OPERATING COSTS: In addition to Taxes, Tenant shall pay to Landlord its pro rata share of all utilities and services allocated to or used by the Tenant in its use and occupancy of the Premises, including, as applicable, electricity, water, security and cable (the foregoing expenses collectively referred to herein as "Operating Costs"). The Tenant's pro rata share of Operating Costs shall be calculated as 1 divided by the number of cottages receiving utilities and services from Landlord. Operating Costs shall be due and payable as Additional Rent to Landlord upon receipt of an invoice therefor from Landlord, such payment to be due on June 1 of each Lease Year, or, if Operating Costs have not been ascertained by such date, within thirty (30) days of receipt by Tenant of an invoice from Landlord itemizing such Additional Rent expenses.
- 4.5 SEPTIC/WASTEWATER DISPOSAL SYSTEMS: As set forth in Section 2.1, Tenant is the owner of, and responsible for, the individual or shared septic or other waste water disposal system serving the Premises ("Tenant's Wastewater System"). In the event of an emergency condition with Tenant's Wastewater System, Tenant shall notify Landlord immediately and shall comply with all applicable laws. In the event that the Landlord is served with notice of violation of any local, state or federal law, regulation or ordinance regarding Tenant's Wastewater System or any or all of the wastewater systems serving the entire Property, or any portion thereof, all associated defense, negotiation, response and compliance costs (including, without limitation, penalties, technical consulting and legal fees and costs) shall be allocated among tenants on a pro rata basis, calculated as 1 divided by the total number of cottages on the Property (the "Pro Rata Share" or "Pro Rata Basis") and shall be due and payable as Additional Rent to Landlord upon receipt of an

invoice therefor from Landlord, such payment is to be due on June 1 of each Lease Year, or, if such cost has not been ascertained by such date, within thirty (30) days of receipt by Tenant of an invoice from Landlord itemizing such cost.

Landlord anticipates becoming a party to and subject to the terms and requirements of an Administrative Consent Order with the Massachusetts Department of Environmental Protection ("MassDEP") with respect to wastewater and sewage disposal from the Property. Tenant covenants and agrees to permit Landlord unrestricted access to the Premises and Tenant's Wastewater System for the purposes of ensuring and/or securing compliance with the Administrative Consent Order.

It is expected that the Administrative Consent Order will require the Landlord to construct a wastewater treatment system to serve the entire Property (the "Wastewater Treatment Facility") and require each cottage to connect to the Wastewater Treatment Facility, including the cottage on the Premises. Tenant shall be assessed the Tenant's Pro Rata Share of the cost of construction of the Wastewater Treatment Facility. Tenant's Pro Rata Share of the cost of permitting and construction of the Wastewater Treatment Facility shall be amortized based on the terms of the financing obtained by Landlord for construction of the Wastewater Treatment Facility and Tenant's annual Pro Rata Share shall be due and payable as Additional Rent to Landlord upon receipt of an invoice therefor from Landlord, such payment to be due on June 1 of each Lease Year, or, if such cost has not been ascertained by such date, within thirty (30) days of receipt by Tenant of an invoice from Landlord itemizing such cost. Tenant covenants and agrees to permit Landlord unrestricted access to the Premises and Improvements thereon, including the right and ability to temporarily move the cottage on the Premises, for the purpose of permitting, construction, installation, and connection of the Wastewater Treatment Facility.

Tenant shall be required to connect to and to use any Wastewater Treatment Facility and shall pay, as Additional Rent to the Landlord, the Tenant's share of the cost of operating any Wastewater Treatment Facility as may be calculated on either a Pro Rata Basis or in relation to the number of bedrooms within the Premises. Such Additional Rent shall be due on June 1 of each Lease Year, or, if such cost has not been ascertained by such date, within thirty (30) days of receipt by Tenant of an invoice from Landlord itemizing such cost. Any and all subsurface components of the Wastewater Treatment Facility, including collection lines, pump station, and any other component connecting the Tenant's Improvements to the Wastewater Treatment Facility, shall be part of the Premises and not an Improvement.

Tenant covenants to keep all connections to the Wastewater Treatment Facility located within the Premises in good and working order at the direction of the Landlord. Tenant further covenants to at all times remain in compliance with any amendments to the Rules and Regulations regarding compliance and maintenance of the new Wastewater Treatment Facility. Tenant shall indemnify Landlord for any fines, incurred by Landlord pursuant to the anticipated Administrative Consent Order, attributable in whole or in part to actions of the Tenant (or any guest or Subtenant of the Tenant).

- 5.1 PERMITTED USE: Tenant agrees that the Premises shall be used and occupied by Tenant only for the purposes specified as the Permitted Use thereof in Section 1.2 of this Lease, and for no other purpose or purposes. In no event shall a business of any type be operated from the Premises, provided, however, that Tenant may rent the Premises for the Permitted Use in accordance with Section 7. No occupancy is permitted outside of the Permitted Use Season without the prior written consent of the Landlord, and in no event when electric and/or water utilities are not in service. Any unpermitted occupancy before or after the Permitted Use Season (whether or not Tenant has separate electric or water service) shall be a default under this Lease subject to the terms of Section 13 and Tenant shall also incur a fee of \$100 per day for such unauthorized use. The Permitted Use Season may be amended in accordance with Section 21 and in accordance with the Seasonal Resort Community District section of the Town of Dennis Zoning Bylaw.

5.2 COMPLIANCE WITH LAWS AND TENANT COVENANTS: Tenant shall keep the Premises and Improvements in good order, condition, and repair and in compliance with all federal, state and municipal laws, ordinances and building codes applicable to Tenant's use and occupancy of the Premises and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition. Tenant shall be solely responsible for the maintenance, repair, up-keep and replacement of any Tenant Wastewater System serving Tenant's Improvements on the Premises as required by and in compliance with all applicable laws, regulations and ordinances, including compliance with the terms of any Administrative Consent Order entered into between Landlord and MassDEP

The Tenant shall comply and shall cause its guests and invitees to comply with such Rules and Regulations as Landlord shall from time to time establish for the proper regulation of the Premises, Property and Common Facilities. Without limiting the foregoing, Tenant shall, at its expense, maintain the Premises in a clean, orderly and sanitary condition and keep any garbage, trash, rubbish or other refuse in vermin-proof containers until removed. Tenant shall not: (a) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (b) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (c) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Property, or use or permit the use of any portion of the Premises for any unlawful purpose; (d) park trucks or other vehicles in a manner that will block roads, driveways or other Common Facilities or park any vehicle in any area except such areas as may be designated by Landlord from time to time, or (e) place any signs, placards, or the like on or about the Premises, other than (i) cottage number for location identification purposes, (ii) one "For Rent" or "For Sale" sign not greater than 18" x 24" that may be placed in a window or affixed to the exterior of the cottage and (iii) one personalized sign not greater than three (3) square feet affixed to the cottage. No signs may be placed in the ground. Political signs, advertising signs or any sign containing derogatory or offensive language are expressly prohibited. Landlord shall have the right to remove any unauthorized signs from the Premises.

5.3 INSTALLATIONS, ALTERATIONS, ADDITIONS OR REMOVAL: Tenant shall not (a) make any installations, alterations, or additions to the Premises, including, but not limited to, increasing the number of bedrooms, as defined by 310 CMR 15.002; (b) make any external alterations to any Improvements thereon, including, without limitation, the installation of satellite dishes or other exterior protrusions from the Improvements; or (c) remove any Improvements thereon, without, in each instance, obtaining the prior written consent of Landlord. This section shall be enforceable by the Landlord in the Landlord's sole and absolute discretion. Any permitted work shall be subject to the provisions of the Town of Dennis zoning bylaw, including the Seasonal Resort Community District bylaw, as is then in effect, and the Rules and Regulations, attached as Exhibit B. No construction shall be permitted during the period commencing on the weekend prior to July 4th through and including Labor Day of each Lease Year. Notwithstanding any provision that may be interpreted to the contrary, Tenant shall be entitled to remove any improvements (including the cottage), subject to reasonable terms and conditions established from time to time by Landlord, including, without limitation, (i) that such removal be limited to dates and times outside of the Permitted Use Period, (ii) proof of receipt of necessary local permits and compliance with local regulations, (iii) insurance, (iv) plans for removal, and (v) indemnification of Landlord for any damage to persons or property resulting from Tenant's or Tenant's agent's removal of the Improvements. Tenant acknowledges that notwithstanding Landlord's required consent hereunder, any such changes to Tenant's cottage are done at Tenant's sole cost and that in no event shall Landlord be responsible to Tenant for the cost or value of the cottage or alterations thereto upon the expiration or termination of this Lease.

6. HAZARDOUS MATERIALS: The Tenant shall not use, handle, store or dispose of any oil, hazardous or toxic substances, materials or wastes (collectively "Hazardous Materials") in, under, on or about the

Premises. If the transportation, storage, use or disposal of Hazardous Materials anywhere on the Property in connection with Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this Lease.

7. **ASSIGNMENT, SUBLETTING AND GUESTS:** Notwithstanding any other provision of this Lease, Tenant shall not, without the prior written consent of Landlord, directly or indirectly, (a) assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or (b) sublet or allow any other person or entity to occupy any portion of the Premises when Tenant is not present; provided, however, that Tenant may sublet the Premises or allow guests when Tenant is not present provided that Tenant, in each instance, delivers to Landlord an Indemnity Agreement ("Indemnity Agreement") in the form attached hereto as Exhibit C.

Any proposed assignment of this Lease for which Landlord issues its written consent shall be subject to a probationary term commencing on the date of Landlord's written consent and terminating two years thereafter (the "Probationary Assignment"). Notwithstanding any provision herein to the contrary, at any time during the Probationary Assignment, Landlord may, for cause, revoke its consent to the assignment and terminate the Lease without further remedy or recourse to the Tenant or Tenant's assignee. Cause for which Landlord may revoke its consent and terminate the Lease includes, without limitation, failure to make full and timely payment of Rent and Additional Rent, and the violation of any Rules and Regulations as promulgated hereunder.

Tenant shall be solely responsible for compliance with any Town of Dennis regulations governing rental properties. Tenant shall, in each instance, deliver to Landlord such Indemnity Agreement, executed by Tenant and Tenant's subtenant or guest, at the notice address set forth herein, or, during the Permitted Use season, by hand to Landlord's office at Cottage #57, at least five (5) days prior to occupancy of the Premises by the applicable subtenant or guest. Notwithstanding the foregoing, under no circumstances shall more than two (2) individuals under the age of 25 be permitted to occupy the Premises in the absence of the Tenant unless Tenant has first obtained the prior written approval of Landlord in each case.

In the event Tenant fails to deliver such Indemnity Agreements to Landlord, Tenant may be prohibited by the Landlord from subletting the Premises or allowing any other person to occupy the Premises when Tenant is not present during the remaining Lease Term and Landlord shall have the right to eject such occupants from the Premises.

Tenant may have guests at the Premises when Tenant is present, but both Landlord and Tenant agree that these guests shall be deemed licensees of the Landlord for the purposes of this Section 7. Use of any of the Common Areas by Tenant's guests shall be subject to all of the Rules and Regulations of the Property, including, without limitation, use of beach bracelets when and as required by Landlord. In the event of noisiness, unruliness, illegal conduct, or a breach of either the terms of this Lease or the Landlord's Rules and Regulations by those guests, the Landlord and Tenant agree that the Landlord may summarily revoke these guests' licenses to remain at the Property and may deem them to be trespassers, and may eject them forthwith.

8. **LANDLORD'S SERVICES:** The Landlord agrees to undertake regular maintenance of the Common Facilities of the Property to maintain the same in a safe and orderly condition, subject to the provisions of this Section and Section 30 hereof. For example, regular maintenance may include road sweeping, repair of

potholes, sand replenishment (to the extent permitted by applicable law) and routine servicing of common utility lines servicing the Property. Landlord shall have no obligation to provide utilities with the exception of water and electricity during the Permitted Use Season if the Landlord is providing such services to the Premises as of the commencement date of this Lease and with the exception of sewer services, if and when, the Wastewater Treatment Facility is constructed and the Premises have been connected to the Wastewater Treatment Facility. In the event that Tenant should require additional utilities, including cable, the installation, maintenance and costs thereof shall be Tenant's sole obligation, provided that any such installation shall require the written consent of Landlord, not to be unreasonably withheld.

9. **INDEMNITY:** The Tenant shall indemnify and save harmless Landlord, the directors, officers, shareholders, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's subtenants, guests and invitees under any of the terms or covenants of this Lease, including without limitation any violation of Landlord's Rules and Regulations and any failure to maintain the Premises or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Improvements thereon, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but within the Property, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Tenant, or Tenant's guests or invitees, or anyone claiming by or through Tenant: provided, however, that in no event shall Tenant be obligated under this clause (c) to indemnify Landlord to the extent such claim, expense, or liability results from the gross negligence of Landlord or the officers, agents, or employees of Landlord on or about the Premises.

This indemnity agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

10. **TENANT'S RISK:** The Tenant agrees to use and occupy the Premises and Common Facilities at Tenant's sole risk and acknowledges that Landlord shall have no responsibility or liability for any loss or damage, however caused, to Tenant's Improvements or to the furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant. The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss, damage or injury to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Premises or Property or any other person. Notwithstanding any services provided by Landlord, Tenant shall be responsible for security of the Premises and its personal possessions.
11. **INSURANCE:** Tenant covenants and agrees that it shall purchase and maintain a homeowners insurance policy with sufficient property and liability coverage, insuring the Premises and any Improvements thereon as well as any fixtures, equipment and personal property kept therein (the "Homeowner's Insurance Policy"). Upon request by Landlord, which may be made at any time, Tenant shall provide a copy of the Tenant's valid Homeowner's Insurance Policy. A failure to maintain a Homeowner's Insurance Policy covering the Premises and Improvements as required herein, shall be an Default of Tenant, as defined below.

Landlord shall have no liability or obligation to insure the Improvements, fixtures, equipment or personal property of Tenant located on or about the Premises, such Improvements, fixtures, equipment and personal property being located on the Premises at Tenant's sole risk and Tenant's sole obligation to insure. In the event of a casualty loss to the Premises, this Lease shall continue to remain in full effect and all payments of Base Rent and Additional Rent shall continue to be due and owing in accordance with the provisions hereof. In the event of a casualty loss, Tenant's failure to rebuild the Improvements on the Premises within six (6) months of the casualty loss to then-current code standards, shall give the Landlord the right, but not the obligation, to deem this Lease to be abandoned and may terminate the Lease.

Tenant covenants and agrees that, in the event of any claims arising between Tenant and Landlord, it shall first seek compensation through its own insurance provider and second, through any insurance held by Landlord.

12. EMINENT DOMAIN: If the Premises, or any portion thereof shall be taken (including a temporary taking in excess of 180 days, or conveyance by Landlord in lieu of taking) by condemnation or right of eminent domain, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking. The Landlord reserves, and Tenant hereby grants and assigns to Landlord, any and all compensation awards in connection with such taking, provided that nothing contained herein shall prevent Tenant from pursuing a claim for the value of any of Tenant's Improvements and fixtures, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

In the event of any such taking of the Premises, the Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

13. TENANT'S DEFAULT:

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

- (i) Tenant shall fail to make payment of Rent or any other monetary amount due under this Lease within ten (10) days after Landlord has sent to Tenant notice of such default;
- (ii) Tenant shall fail to timely deliver Indemnity Agreements as provided in Section 7 more than one time during any twenty-four (24) month period;
- (iii) Tenant violates any Rule or Regulation and fails to cease such violation within 48 hours of notice from Landlord, or Tenant violates the same Rule and Regulation on more than one occasion, in which event no notice from Landlord shall be required;
- (iv) Tenant shall fail to perform or observe any other covenant or provision required under this Lease and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure; or
- (v) Tenant shall use the Premises for any purpose not permitted under Section 5.1, including but not limited to any illegal activities;

then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, terminate this Lease by notice to Tenant, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. If Tenant fails to surrender the Premises to Landlord, Landlord may without demand or notice, enter into and upon the Premises and Improvements and repossess the same and expel Tenant and those claiming by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass. In the event of any such termination, Tenant shall be provided the opportunity to remove Tenant's personal possessions, and if Tenant fails to do so Landlord shall have the right to

remove and store Tenant's property at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises or Improvements after such termination, entry or reentry. This provision shall survive the termination of the Lease.

(b) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant. This provision shall survive the termination of the Lease.

14. **THE LANDLORD'S RIGHT OF ACCESS:** The Landlord and its agents, contractors and employees shall have the right to enter upon the Premises at reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or, in case of emergency, the Improvements.
15. **SUBORDINATION AND ATTORNMENT:** If any holder of a mortgage or holder of a ground lease of property which includes the Premises, executed and recorded subsequent to the date of this Lease, shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such holder. If so requested by any such holder of a mortgage or ground lease, Tenant shall copy such party on any notices required to be sent to Landlord under this lease at the address provided by such party.
16. **BIND AND INURE:** Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
17. **NO WAIVER:** The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation.
18. **CUMULATIVE REMEDIES:** The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. Except as otherwise provided, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation.
19. **PARTIAL INVALIDITY:** If any term or provision of this Lease or any portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease and of such term or provision and the application of this Lease and of such term and provision to persons 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.
20. **LANDLORD'S RIGHT TO CURE:** If Tenant shall at any time default in the performance of any obligation under this Lease Landlord shall have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation. In performing any such obligations, Landlord may make any payment of money or

perform any other act. All sums so paid by Landlord (together with interest) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

21. **ENTIRE AGREEMENT:** All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease, except as where otherwise provided, may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.
22. **HOLDOVER:** If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, at the rate of \$100 per day applicable immediately prior to such termination plus the then applicable Additional Rent and other charges under this Lease. The rate stated herein above may be modified at any time upon Landlord's written notice to Tenant. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.
23. **CONSTRUCTION:** This Lease shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease.
24. **COVENANT OF QUIET ENJOYMENT:** Subject to the terms and provisions of this Lease and on payment of the Rent, Additional Rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.
25. **NO PERSONAL LIABILITY OF THE LANDLORD:** The Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. In no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages.
26. **NOTICES:** Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by so-called "express" mail allowing for tracking and/or evidence by receipt (such as Federal Express or U.S. Postal Service Express Mail) at the address set forth in Section 1.2.
27. **LANDLORD'S RIGHTS OF FIRST REFUSAL:** In the event that Tenant intends to sell the Improvements located on the Premises during the Lease Term, Tenant shall give a right of first refusal to Landlord to

purchase such Improvements on the same terms and conditions as those received by Tenant from a bona fide third party purchaser as follows:

During the Lease Term, Tenant will not sell all or any portion of the Improvements located on the Premises unless (a) Tenant has received a bona fide written offer to purchase such Improvements; (b) Tenant has given written notice to Landlord stating the name and address of the offeror and the terms and conditions of said bona fide offer and containing an offer by Tenant to sell the same to Landlord on the same terms and conditions as said bona fide offer; and (c) Landlord has not, within ten (10) days after the receipt of such notice, given Tenant written notice that Landlord elects to purchase the same in accordance with said offer. In the event Landlord fails to give Tenant notice of its intent to purchase, Tenant shall be free to sell the Improvements to the offeror named in Landlord's notice for a price not lower than stated therein, but Tenant shall not sell the Improvements to any other person or for any lower price without again offering the same to Landlord.

In the event Tenant sells the Improvements to any party other than Landlord, Tenant shall execute and deliver to Landlord upon transfer of such Improvements a notarized Affidavit of Sale identifying (i) the purchaser's name and permanent address, (ii) the purchase price, and the date of the transfer.

The foregoing provisions of this Section 27 shall not apply to transfers between first relation family members for nominal consideration or to transfers pursuant to probate proceedings, provided, however that written evidence of such transfer shall be provided to Landlord.

28. **OWNERSHIP OF COTTAGE:** Tenant hereby represents and warrants that Tenant is the legal owner of the cottage located on the Premises and acknowledges that Landlord has entered into this Lease based on such representation and warranty. Landlord's agreement to enter into this Lease with Tenant shall not be deemed evidence of Tenant's legal ownership of the cottage.
29. **USE OF CHASES OCEAN GROVE NAME:** Tenant hereby acknowledges and agrees that Chases Ocean Grove is the exclusive trade name of the Landlord. Tenant and all persons or entities claiming an interest in, or right of occupancy in or use of the Premises shall be deemed, by virtue of accepting entering into this Lease or making such use of the Premises, to have covenanted and agreed that (i) the trade names, trademarks, including, without limitation, all logos, emblems, designs or designating words or names, utilized by Chases Ocean Grove, Inc., in connection with Chases Ocean Grove or the conduct of its business are registered and/or the proprietary property of Landlord, (ii) no usage of those marks or names will be made in naming or referring to any activity within Chases Ocean Grove and (iii) except as herein provided, no usage of such marks or names shall be made in written or electronic form of any kind, including any domain name, without the prior written consent of Landlord. Tenant may utilize the name "Chases Ocean Grove" for purposes of identifying the location of Tenant's cottage to visitors, subtenants or potential buyers. Any authorized use of the name Chases Ocean Grove hereunder shall not be done in any way that leads the reader or hearer thereof to believe that the user is an official owner, partner or otherwise affiliated with Chases Ocean Grove, Inc., or that any electronically generated materials naming Chases Ocean Grove or Chases Ocean Grove, Inc. is in any way approved by or an official communication of Landlord. The provisions of this Section 29 are material terms of this Lease.
30. **FORCE MAJEURE:** Notwithstanding any other provision of this Lease, Landlord shall not be responsible or liable for any loss or damage caused by conditions beyond its reasonable control including, but not limited to acts of God, fire or other casualty, government laws, regulations, restrictions or orders, acts of other Tenants or their guests. Without limiting the foregoing, Tenant expressly acknowledge that the Property is a waterfront community and is subject to the effects of tides and coastal storms, as well as all governmental regulations applicable to coastal lands, and Landlord shall not be responsible for damage to

or loss or repair of any cottage as a result of tides, storms or restrictions or conditions imposed by governmental regulations.

- 31. POSTING OF LEASE: Tenant shall conspicuously post a copy of this Lease (including the attached Exhibits) within the cottage on the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.2, above.

LANDLORD: Chases Ocean Grove, Inc.

BY: _____
Mark S. DeWitt, President

TENANT: _____
Name:

Name:

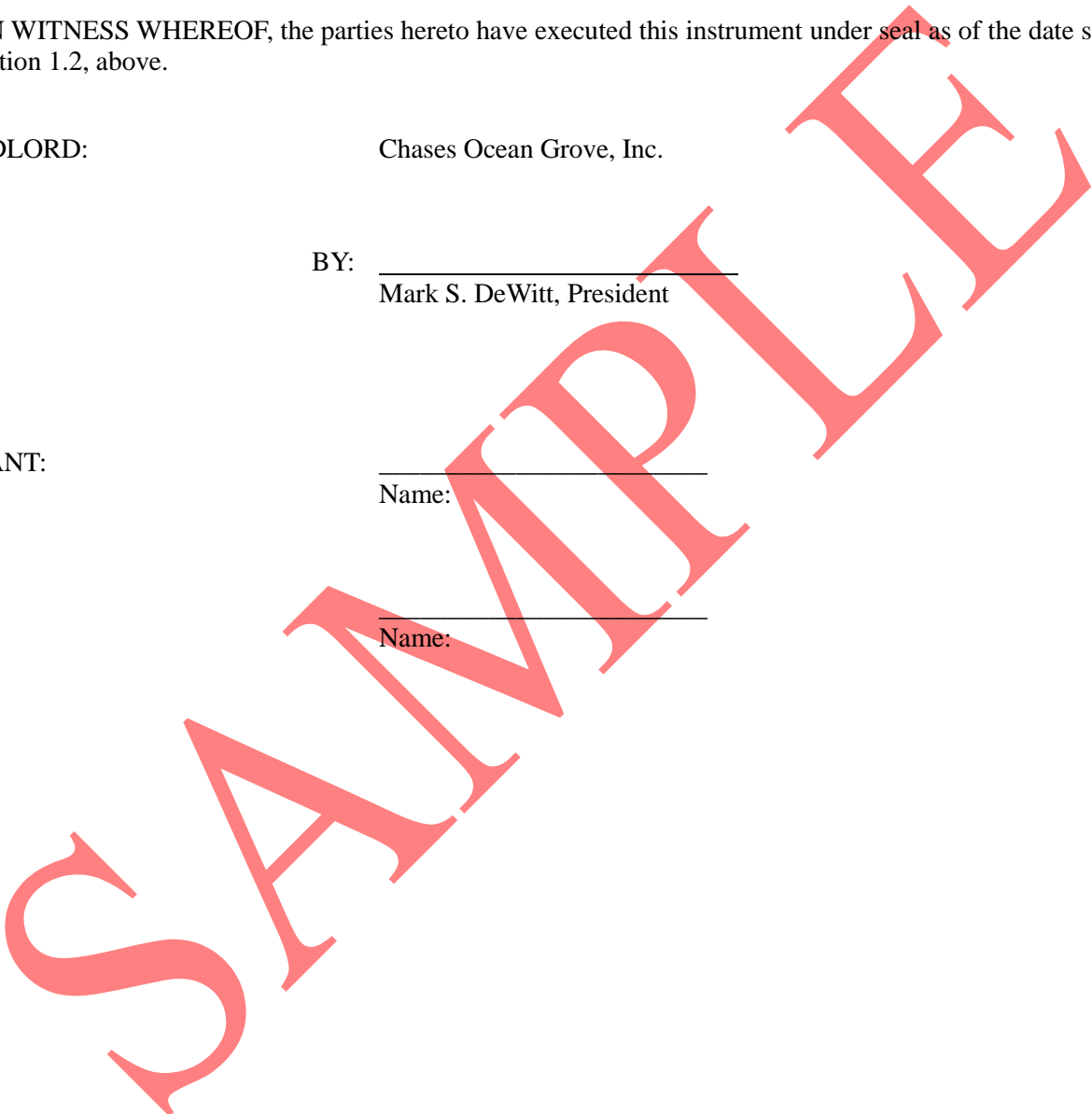


EXHIBIT A

PLAN SHOWING THE PREMISES

SAMPLE

EXHIBIT B
RULES AND REGULATIONS

A. General

1. No overnight parking of commercial vehicles.
2. No fires of any kind are permitted.
3. No charcoal grills.
4. No glass of any kind is permitted on the beach.
5. Smoking is NOT permitted on the beach.
6. No engine powered water craft are permitted within 50 feet of the beach.
7. No loud music or noise is allowed after 11:00 PM.
8. Access to the beach closes at midnight.
9. Beach bracelets must be worn at all times while on the beach.
10. Failure to obey speed limits may result in loss of lease.
11. No dog walking along beach road. No relieving dogs within Chases Ocean Grove. Any dogs must be walked directly to Old Wharf Road for relief.
12. No pruning or removal of trees without management consent.
13. No swimming on designated "boating" beach.
14. No launching or beaching of boats on designated "swimming" beaches.
15. No disposal of household waste in beach area waste barrels.
16. All decisions by management regarding parking are final.
17. No vehicle parking or standing along beach road.
18. No operation of air conditioners or space heaters in cottages connected to Grove power.
19. No soliciting, except with the express written consent of Landlord.

B. Review and Consent for Proposed Renovations

The Lease, the Town of Dennis Bylaws and Massachusetts State Building Code require the Landlord's consent to all proposed cottage renovations, expansions and alterations for which a building permit is required.

Because it is the mutual interest of the Landlord and Tenants to (i) facilitate reasonable renovations, expansions and alterations within the allowances of the Town of Dennis Zoning Bylaw; and (ii) preserve

the value of all cottage sites, including sites that may be impacted by renovations, expansions and/or alterations proposed for neighboring cottage sites, the following procedure will be implemented in connection with Landlord's review of, and discretionary consent to, any renovations, expansions and alterations proposed by Tenants:

1. Tenants shall submit to Landlord a written description of any proposed cottage renovation, expansion and/or alteration.
2. In connection with any proposed expansion or alteration of the existing "Building Envelope" (as comprised by the existing cottage footprint and all external cottage surfaces), Tenants shall also submit to Landlord floor plans and elevations (both hard and electronic copies) showing both existing and proposed conditions. Landlord shall make electronic copies available for review online at www.chasesoceangrove.com.
3. Also in connection with any proposed expansion or alteration of existing Building Envelope, Tenant shall provide written notice of its proposal to all other Tenants of cottage sites within 100 yards of Tenant's cottage. Said notice shall include a brief description and direction to www.chasesoceangrove.com for electronic copies of floor plans and elevations.
4. Tenants are encouraged to consult with their neighboring tenants in developing their expansion plans.
5. Landlord shall receive comments from Tenants with respect any proposed expansion or alteration of existing Building Envelope, and shall convene an onsite inspection, open to all interested Tenants, to consider any impacts of the proposal upon surrounding cottage sites, including vertical and lateral impacts on water views and impacts on parking.
6. Landlord shall consider proposed cottage renovations, expansions and alterations in March, June and September or as otherwise scheduled by Landlord.

EXHIBIT C

INDEMNITY AGREEMENT

This INDEMNITY AGREEMENT is made this ___ day of _____, 20___, by _____ (“Sublandlord”) and _____ (“Subtenant” or “Guest”) to Chases Ocean Grove, Inc. (“Owner”).

Property: Chases Ocean Grove, Old Wharf Road, Dennisport, Massachusetts

Premises: The land on which Cottage # ___ is located, which land is leased to the Sublandlord pursuant to that certain Chases Ocean Grove 2014-2033 Lease, dated _____, 20___, by and between Owner, as landlord, and Sublandlord, as tenant (“Lease”).

Occupancy: Sublandlord has authorized Subtenant/Guest to occupy the Premises for the period commencing on _____, 20__ and ending on _____, 20__.

In accordance with Section 7 of the Lease, the Sublandlord and Subtenant/Guest hereby acknowledge and agree as follows:

1. Subtenant/Guest agrees to comply with each and every covenant, agreement and condition under the Lease with respect to use of the Premises and the Property during the period of Subtenant/Guest’s Occupancy, including compliance with rules and regulations now or hereafter in effect.
2. Sublandlord and Subtenant/Guest acknowledge that the Owner is not a party to any sublease or other agreement between Sublandlord and Subtenant/Guest for the occupancy of the Premises and the cottage or other improvements thereon (“Improvements”); nor shall any such agreement be binding on the Owner. Further, in the event of termination or expiration of the Lease (whether such termination is based upon a cause beyond Owner’s control, the default of Sublandlord, the agreement of Sublandlord and Owner, or any other reason), any agreement between the Sublandlord and Subtenant/Guest shall, at Owner’s option, be terminated and Subtenant/Guest shall have no further rights with respect to the Premises.
3. The Sublandlord and Subtenant/Guest shall indemnify and save harmless Owner, the directors, officers, shareholders, agents, and employees of Owner, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Sublandlord or Subtenant/Guest or their respective guests and invitees under any of the terms or covenants of the Lease, including without limitation any violation of Owner’s Rules and Regulations and any failure to maintain the Premises or the failure of Sublandlord, Subtenant/Guest or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Improvements thereon, or Sublandlord’s or Subtenant/Guest’s use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any

accident, injury, or damage to any person or property occurring outside the Premises but within the Property, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Sublandlord, Subtenant/Guest, or their respective guests or invitees, or anyone claiming by or through Sublandlord or Subtenant/Guest; provided, however, that in no event shall Sublandlord or Subtenant/Guest be obligated under this clause (c) to indemnify Owner to the extent such claim, expense, or liability results from the gross negligence of Owner or the officers, agents, or employees of Owner on or about the Premises.

This Indemnity Agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Owner. At the request of Owner, Sublandlord or Subtenant/Guest, as the case may be, shall defend any such claim or proceeding directly on behalf and for the benefit of Owner.

4. Subtenant/Guest agrees to use and occupy the Premises and Property at Subtenant/Guest's sole risk and acknowledges that Owner shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Subtenant/Guest or of any persons claiming by, through, or under Subtenant/Guest. The Subtenant/Guest agrees that Owner shall not be responsible or liable to Subtenant/Guest, or to those claiming by, through, or under Subtenant/Guest, for any loss, damage or injury to Subtenant/Guest or those claiming by, through, or under Subtenant/Guest, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Premises or Property or any other person. Notwithstanding any services provided by Owner, Subtenant/Guest shall be responsible for security of the Premises and its personal possessions.

Executed as a sealed instrument as of the date written above.

Sublandlord:

Subtenant/Guest:

Name:

Name:

Address: