

Fran Seldenrich

m: "Allen, Richard" <allen@casneredwards.com>
 To: "Don Greenough" <dona1d.greenough@verizon.net>
 Sent: Sunday, March 12, 2006 10:22 AM
 Subject: Feoffees matter -- comments on draft lease and rules

Don,

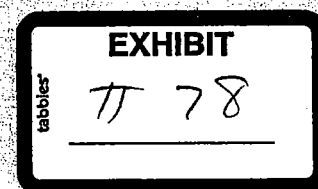
Thank you for forwarding the draft lease and rules. In the interest of time, I am sending you my comments without my client's review, so my comments are subject to further response after my client has seen the lease and rules and my comments, which I am forwarding to them this morning.

- a) I assume that Paragraph 2 as well as Exhibit A will be different for year-long rentals.
- b) Paragraph 4: the rent levels, periods of adjustment, basis of adjustment, etc. are the subject of discussion at our upcoming meeting on Thursday, March 16.
- c) Paragraph 6: in the fifth sentence, I assume that "continues" should be typed "continue."
- d) Paragraph 10: after the second sentence, which requires the Tenant to defend Landlord's interest, I suggest adding language reserving a Landlord right to defend, and prohibiting Tenant from compromising or settling Landlord's interest without Landlord's sign-off.
- e) Paragraph 12: at the top of page 4, include Tenant's neglect or failure to perform or observe Landlord's rules and regulations as a breach of condition.
- f) Paragraph 13: in the first sentence's requirement of Landlord consent for assignment of the lease, add that consent is not to be unreasonably denied.
- g) Paragraph 14: what do the words "Add 1" refer to?
- h) Paragraph 18: reserve right to enter at any time for an emergency, upon notice that is reasonable under the circumstances?
- i) Exhibit A: in the fourth paragraph, the reservation of a right to adjust the rents based upon a classification of lots based on relative value could be read as not applying to the first three years of the lease. Is this intended?
- j) Rules Paragraph 1: reserve that the \$1,000 per week additional rent is not the only remedy?
- k) Rules Paragraph 8: I suggest that the second sentence and third sentence each be its own Paragraph with its own number, as each is conceptually different from "Condition of Cottages" and deserves its own heading.

Regards,

Dick

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