

SUBLEASE

Sublease made this 3rd day of May 1977 between the Town of Needham acting by and through its Board of Selectmen ("Tenant") and Stephen Palmer Associates, a Massachusetts Limited Partnership ("Landlord").

1. Landlord is the Lessee named in a Lease dated to it from the Town of Needham demising the real property described in Exhibit A hereto attached (the "Major Lease"); Landlord is presently engaged in construction and renovation of the building on said real property; (the "Premises") and Landlord hereby subleases to Tenant that portion of the Premises outlined in red on the plan hereto attached and marked Exhibit B (the "Leased Premises") Tenant shall have, as appurtenant to the Leased Premises, rights to use in common with others entitled thereto; (a) the common facilities included in the Premises, (b) fifteen parking spaces adjacent to the Premises at locations designated from time to time by Landlord, and (c) the common pipes, ducts, conduits, wires and appurtenant equipment serving the Premises.

Landlord reserves the right to use the Leased Premises as a common facility in the Premises at times when Tenant is not using the Leased Premises.

2. The term of this Sublease shall be for 50 years commencing on the 3rd day of May, 1977.

3. The Tenant shall pay to Landlord annual rent in advance for each full calendar year of the Term in the amount of \$100. which amount shall be pro-rated according to the number of calendar months in the first and last years of the Term. Payment of the annual rent shall be made on the first day of January in each year.

4. Landlord shall provide and Tenant shall reimburse Landlord for (a) the cost of all electricity consumed by Tenant in the Leased Premises, and (b) the cost of furnishing such special custodial services which Landlord determines to be necessitated by Tenant's use of the Leased Premises for community purposes. Landlord shall bill Tenant annually for electricity consumed by and custodial services provided to Tenant, and Tenant shall make payment therefore as Additional Rent hereunder within thirty days after billing.

5. Landlord agrees to furnish reasonable heat to the Leased Premises during the normal heating season of each year.

Residential Zone

*FINE
CONTROL*

*AND
RENT*

*AND
COST
PAYMENT*

6. Landlord does not warrant that any facility used by Tenant or any service to be rendered to Tenant pursuant to this Sublease will be free from interruption caused by repairs, labor difficulties, accidents, difficulty or inability to obtain fuel, electricity, service or supplies from the sources from which they are usually obtained for the Premises or any other cause beyond Landlord's control.

7. Tenant may use the Leased Premises for any purpose permitted by law, and Tenant acknowledges that no use will be made of the Leased Premises which would be unlawful, improper, noisy or offensive, inconsistent with the use of the Premises as an apartment dwelling for the elderly, or contrary to any law or any municipal ordinance or by-law in force in the Town of Needham.

8. Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the Premises of which the Leased Premises are a part, or on the contents of the Premises or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenants shall on demand reimburse the Landlord all extra insurance premiums caused by the Tenant's use of the Leased Premises.

9. The Tenant agrees to maintain the Leased Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Sublease, reasonable wear and tear, damage by fire and other casualty only excepted. Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall obtain written consent of Landlord before erecting any sign on the premises.

10. Tenant shall not make alterations or additions to the Leased Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed.

11. Tenant shall not assign or sublet the whole or any part of the Leased Premises without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed, except that Tenant shall have the right to allow the use of the Leased Premises by any community organization in the Town of Needham, without obtaining Landlord's consent.

12. This sub-lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the Premises of which the Leased Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds or trust or other such instruments in the nature of a mortgage, provided that the mortgagee shall, in consideration of such subordination, execute an agreement not to disturb Tenant's possession, in the form hereto attached and marked Exhibit C.

IS
OUT OF
DUE DILIGENCE?
AFFIDAVIT?

13. The Landlord or agents of the Landlord may, at reasonable times, enter to view the Leased Premises and make repairs and alterations as Landlord shall elect to do.

14. Tenant shall maintain with respect to the Leased Premises and the Premises, comprehensive public liability insurance in the amount of _____ with property damage insurance in limits of _____ in responsible companies qualified to do business in Massachusetts and in good standing therein insuring Landlord as well as Tenant against injury to persons or damage to property as provided. Tenant shall deposit with the Landlord certificates for such insurance at a prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10 days) prior written notice to each assured named therein.

15. If there shall be a taking of all or a portion of the Premises, such that the Major Lease terminates, this Sub-lease shall similarly terminate. If there is a taking but the Major Lease remains in full force and effect, this sub-lease shall remain in full force and effect.

The Landlord reserves, and the Tenant grants to Landlord, all rights which the Tenant may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to Tenant's fixtures, property, or equipment.

16. If the Leased Premises are damaged or destroyed by fire or other cause, in whole or part, Landlord shall, to the extent the insurance proceeds are sufficient, cause the same to be promptly repaired, replaced or rebuilt as nearly as possible to their value, condition and character prior to such damage or destruction, with such alterations and additions as Landlord may elect pursuant to the Major Lease, within a period of time which, under all prevailing circumstances, shall be reasonable, provided the Landlord shall not be obliged to repair, replace or rebuild if such damage or destruction occurs during the last ten years of the Term. If Landlord shall elect not to repair, replace or rebuild, Landlord shall so notify Tenant and this sublease shall terminate, said termination to be effective on the last day of the calendar month in which the said notice is given.

Tenant agrees that if the insurance proceeds are insufficient to restore the Premises, the Landlord shall have no obligation to restore the Leased Premises. If the Leased Premises are not restored, Tenant may terminate this sub-lease by notice to Landlord, or may provide the funds necessary to allow Landlord to restore the Leased Premises.

17. If Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of the Sub-Lease ended, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default and Tenant shall indemnify the Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Sub-lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations insured, shall be paid to Landlord by Tenant as Additional Rent.

18. Any notice from the Landlord to Tenant relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed registered or certified mail, return receipt requested, postage prepaid, addressed to the Chairman, Board of Selectmen, Town of Needham, Town Hall, Needham, Massachusetts. Any notice from the Tenant to the Landlord relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices shall be paid and sent to the Landlord c/o Crowninshield Corporation, 18 Crowninshield Street, Peabody, Massachusetts.

19. If the Major Lease shall terminate during the term hereof for any reason whatsoever, this Sublease shall terminate upon such termination with the same force and effect as of such termination date had been named herein as the date of expiration hereof, provided, however, that if the Leasehold Mortgagee shall be entitled to enter into a new lease, the Tenant hereunder shall be entitled to enter into a new sub-lease. Nothing herein provided shall be deemed to confer any greater rights upon the Tenant herein than are conferred upon the lessee of the Major Lease.

20. Tenant shall at the expiration or other termination of this sub-lease remove all Tenant's goods and effects from the Leased

Premises. Ten. I shall deliver to Landlord the Leased Premises and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the Term, or as they were put in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

Executed as a sealed instrument this 3rd day of
May, 1977.

TOWN OF NEEDHAM

By BOARD OF SELECTMEN

Henry D. Hersey
Chairman Henry D. Hersey

Benedict Horowitz
Member Benedict Horowitz

E. Loretta Reynolds
Member E. Loretta Reynolds

STEPHEN PALMER ASSOCIATES

By CROWINSHIELD CORPORATION
GENERAL PARTNER

By Lawrence B. Collier
Lawrence B. Collier, President

By Philip S. Singleton
Philip S. Singleton, Treasurer

APPROVED BY FINANCE COMMITTEE
TOWN OF NEEDHAM:

By William L. Mather
William L. Mather, Chairman

APPROVED AS TO FORM:

William A. Cross
Town Counsel

Richard M. Salamone
Member Richard M. Salamone

Francis A. Facchetti
Member Francis A. Facchetti

ANDERSON NOTTER INVESTMENT
ASSOCIATES

By J. Timothy Anderson
J. Timothy Anderson, General Partner