

POND PLACE
STANDARD GROUND LEASE COVENANTS

Introduction: The FIP Homes Company (lessor), a Connecticut corporation having an office in Farmington, Connecticut, is the owner of certain real property known as Pond Place, situated in the Town of Avon, County of Hartford and State of Connecticut on the southerly side of West Main Street (the Land) and shown on a map entitled "Map of Pond Place Owned by The FIP Homes Company Avon, Connecticut Scale: 1" = 40' August 1977 Hodge Surveying Association, P.C." which map is on file in the office of the Avon Town Clerk.

Lessor intends from time to time to enter into leases of undivided interests in the Land with purchasers of homes at Pond Place.

These Pond Place Standard Ground Lease Covenants will be incorporated by reference into such leases (included in the document entitled "Pond Place Warranty Deed and Ground Lease") and shall have the same force and effect as if fully set forth therein.

Section 1. Extra Costs. In addition to the Rent, Leaseholder shall also pay, as the same shall become due and payable, all Impositions (as defined in paragraph 3), and all Common Charges and other charges and obligations with respect to or arising out of the ownership of the Dwelling or the Lease pursuant to the Declaration or otherwise, and any other costs, expenses, liabilities or other payments which Leaseholder under any provision of this Lease assumes or agrees to pay, and interest as hereafter provided, all of the foregoing payments collectively called Extra Costs. In the event of nonpayment of any item of Extra Costs, Lessor shall have the rights and remedies provided herein or by law in the case of nonpayment of the Rent. Interest at the Agreed Rate (as defined in paragraph 23) shall be added to any payment due hereunder not paid by the due date. At the commencement and termination of the Term, Extra Costs for the then current Lease Year shall be equitably apportioned except as otherwise provided herein.

Section 2. Payment; No Abatement. All payments to be made to Lessor hereunder shall be payable to Lessor or the person or persons designated by Lessor, at Lessor's address or the address designated by Lessor, and shall be in lawful money of the United States of America which shall be legal tender for payment of all public and private debts and dues at the time of payment. Leaseholder shall pay the Rent and Extra Costs without notice or demand and without abatement, deduction, counterclaim, set-off or defense.

Section 3. Impositions.

- a. Payment - Leaseholder shall bear, pay and discharge, on or before the last day on which payment may be made without penalty, fine or interest, all taxes, assessments, water and sewer rents, rates and charges, and other governmental or municipal excises, levies, fees, impositions and charges of every kind and nature whatsoever, general or special, ordinary or extraordinary, foreseen or unforeseen, for permanent or temporary improvements or benefits and each and every installment thereof (including all penalties, fines or interest thereon), which shall or

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may during the Term become due and payable or be charged, laid, levied, assessed, imposed, or become alien upon, or arise in connection with the use, occupancy, or possession of the Leasehold, the Land or the Dwelling or any part thereof, and all taxes charged, laid, levied, assessed, or imposed in lieu of or in addition to the foregoing under all present or future laws, ordinances, requirements, orders, rules or regulations of any governmental authorities now or hereafter having jurisdiction (all hereinafter called "Imposition" and any one an "Imposition"). To the extent that the same may be permitted by law, Leaseholder may apply for the conversion of any special assessment for local improvements in order to cause the same to be payable in installments, and upon such conversion Leaseholder shall promptly pay and discharge such installments as they become due and payable. Nothing herein shall be construed to require Leaseholder to pay any inheritance, estate, succession, transfer, gift, franchise, corporation income or profit tax, or capital levy that may be imposed upon Lessor, except in a case where a tax may be levied, assessed or imposed upon the income arising from the rent hereunder for the use and occupancy of the Leasehold which is actually in lieu of, or as substitute for, any Imposition, or part of any Imposition. Any Imposition applicable to a period which is partly within the Term and partly outside the the Term shall be apportioned between Lessor and Leaseholder in accordance with the respective portions of each such period except as otherwise herein expressly provided. Leaseholder shall furnish Lessor on demand within 30 days after the date when any Imposition is due, official receipts by the appropriate taxing authority, or other proof reasonably satisfactory to Lessor, evidencing the payment of such Imposition.

- b. Contest - Leaseholder shall have the right to contest or review by appropriate legal proceedings, or in such other lawful manner as it may deem suitable and, if necessary and lawful, and with the prior written consent of Lessor, in the name of Lessor, any Imposition, in which case Leaseholder shall conduct the same promptly, at its own expense, and free of any expense to Lessor. Leaseholder shall take all necessary action which would reasonably be taken by an owner in connection with any such proceedings to protect Lessor's interest in the reversionary interest and to prevent the Leasehold and Land, or any part thereof, from being sold, forfeited or otherwise impaired because of such proceedings. If there shall be any refund to Lessor with respect to any contested item based on a payment by Leaseholder, Leaseholder if not in default under this Lease, shall be entitled to the same to the extent of such payment. Leaseholder shall give Lessor prior written notice of the commencement of any such proceeding and Lessor may at its option and at its expense join in such proceedings.

Section 4. Alterations.

- a. Right to make Alterations - Leaseholder may, from time to time at his own expense, make any alterations, excavations, replacements, repairs, changes, additions, demolitions and improvements (collectively called Alterations) within his Exclusive Use Area, but only in accordance with and subject to the terms and conditions of the Declaration.

- b. Liens as a Result of Alterations. Should Leaseholder cause any Alterations to be made, or cause labor to be performed or material to be furnished with respect to the Dwelling or the land, Leaseholder shall promptly pay for the same and neither Lessor, other Leaseholders, nor the Leasehold or Land shall under any circumstances be liable for the payment of any expenses incurred or for the value of the work done or material furnished, but all such alterations and labor and material, shall be made, furnished and performed at Leaseholder's expense and Leaseholder shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material. If because of any act or omission or alleged act or omission of Leaseholder, any mechanic's, laborer's, materialman's, vendor's or other lien, charge, order for the payment of money, or any other encumbrance shall be filed against the Leaseholder, the Land or any part thereof, or against Lessor or any other Leaseholder, or any financing statement, conditional bill of sale or chattel mortgage shall be filed or recorded affecting the Leasehold, Leaseholder shall promptly provide Lessor with reasonable indemnification for the full and final payment and discharge thereof and take whatever action is necessary to dismiss and discharge the same and shall take all necessary action to protect Lessor's interests. If Lessor, satisfies any such lien or claim, Lessor shall be subrogated to whatever rights such lienor or claimant may have had against Leaseholder and against Leaseholder's interest in the Dwelling, the Leasehold, the Land and Leaseholder's rights and privileges as a member of the Association.

Section 5. Indemnity. Leaseholder shall, protect, indemnify and save harmless Lessor against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature (including interest and reasonable counsels' fees,) incurred by or on behalf of Leaseholder, or anyone claiming by, through or under Leaseholder, by reason of, or arising out of:

- a. any accident, injury or damage which shall happen in, on, about, or in connection with, the Leasehold and Exclusive Use Area or any part thereof, and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use, non-use, or operation of the Leasehold and Exclusive Use Area or any part thereof, other than any accident, injury or damage due to the willful or negligent acts of Lessor, its employees, agents, contractors or subcontractors; and
- b. any act or failure to act by Leaseholder, its employees, agents, contractors, subcontractors, invitees, sublessees, assignees or licensees or any failure by Leaseholder to perform any of the agreements, terms, covenants or conditions of this Lease on Leaseholder's part to be performed.

In case any action or proceeding is brought against Lessor by reason of any such occurrence, Leaseholder, upon Lessor's request, will, at Leaseholder's expense, resist and defend such action or proceeding or cause the same to be resisted and defended, either by counsel designated by Leaseholder and approved by Lessor, or where such occurrence is covered by liability insurance, by counsel designated by the insurer. Nothing in this Article 5 shall require or be construed to require Leaseholder to pay any judgments against Lessor resulting from Lessor's willful or negligent acts or failures to act, or liens against the Leasehold resulting from Lessor's acts or failure to act.

To the same effect, Lessor will indemnify and hold harmless Leaseholder against and from all such acts or failures to act, demands as described above, by or on behalf of Lessor or anyone claiming by, through or under Lessor by the same reason.

Section 6. Insurance. Leaseholder shall, at his own cost and expense, promptly observe and comply with all terms and provisions of all insurance policies covering or applicable to the Leasehold or any part thereof, all requirements of the issuers of such policies, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters or any other body exercising similar functions.

Section 7. Condemnation. Leaseholder hereby assigns to Lessor any award for the taking of all or a portion of the Leasehold or the Land by exercise by any governmental authority of the power of eminent domain. After receipt of such award by Lessor, it shall be equitably divided between Lessor and Leaseholder.

In the event of a taking which does not directly affect Leaseholder's Dwelling or Exclusive Use Area, this lease shall continue in full force and effect, without diminution of rent.

In the event of a taking which directly affects Leaseholder's Dwelling or Exclusive Use Area, Leaseholder may terminate this Lease upon giving Lessor written notice within 120 days after the recording in the Avon Land Records of the notice of taking or its equivalent, such termination to be deemed an Involuntary Termination. In the absence of such termination by Leaseholder, this Lease shall continue in full force and effect, without diminution of rent.

Section 8. Surrender upon Involuntary Termination. The Leaseholder shall immediately upon an Involuntary Termination of this Lease, peaceably and quietly surrender and deliver to the Lessor the Leaseholder's interest in the Land free and clear of any and all liens, encumbrances, charges, exceptions, easements and restrictions placed upon the Leaseholder during the Term by any person other than the Lessor except such amendments to the Declaration as may have occurred. Any lien placed upon the Leasehold estate except the lien of an institutional first mortgage and lien in favor of Pond Place Association, Inc. shall be subordinate to the rights of the Lessor under this paragraph. No surrender to the Lessor of this Lease or of the Leasehold or any part thereof or of any interest therein by the Leaseholder shall be valid or effective unless required by the terms hereof or unless agreed to and expressly accepted in writing by Lessor. The Dwelling including all improvements, alterations, replacements, charges, additions, or other appurtenances erected, installed or affixed on or in the Dwelling by and at the expense of the Leaseholder after the commencement of the Term as well as all Leaseholder's movable fixtures and the equipment located on the Leasehold, shall be the sole and absolute property of the Leaseholder. Nothing herein contained shall be deemed to allow the Leaseholder to leave the Land at the end of the Term in a condition, which shall constitute a nuisance or hazard or be an immediate threat of becoming such.

Section 9. Lessor's Rights to Assign. The Lessor may from time to time without the consent of the Leaseholder, sell, mortgage, pledge, assign, hypothecate or otherwise encumber or alienate the rents, income and profits under this Lease, and the Lessor's contingent interest in the reversion; subject and subordinate, however, in each instance, to the terms of this Lease.

Section 10. Assignment by Leaseholder. Without the prior consent of Lessor, but provided that Leaseholder shall be in compliance with the terms of this Lease, this Lease may be assigned and transferred from time to time provided that any such assignment and transfer shall include Leaseholder's entire interest in: the Leasehold, Leaseholder's Dwelling, Leaseholder's reversionary interest and Leaseholders rights and privileges as a member of the Association. Acceptance of such assignment or transfer shall constitute an assumption by the transferee of all Leaseholder's obligations under this Lease. Upon the assignment of this Lease, the assignor shall be released from the performance of all of the obligations on the part of Leaseholder thereafter to be performed hereunder, except any obligation to hold and apply insurance or other moneys held by the assignor at the date of the assignment and any unperformed obligations which shall have matured prior to such assignment.

Section 11. Mortgages by Leaseholder.

- a. Provided Leaseholder is not in default, hereunder, Leaseholder shall have the right, from time to time, without the consent of Lessor, to grant one more or more mortgages on the leasehold estate hereby created and Leaseholder's reversionary interest, subject however to the rights reserved by Lessor as set forth in the document entitled "Pond Place Warranty Deed and Ground Lease".
- b. Leaseholder or the mortgagee shall notify Lessor of the mortgagee's name and address and shall deliver to Lessor a conformed copy of the mortgage.
- c. Provided that (1) the mortgagee is a bank, savings bank, trust company, savings and loan association, credit union, insurance company, mortgage banking company, governmental agency, mortgage insurance company or other institutional lender whose lending activities are regulated or supervised by the federal government or the State of Connecticut, (2) the mortgage is a first mortgage, and (3) the requirements set forth in subparagraph B above have been met:
 - (i) Lessor shall forward to such mortgagee a copy of each and every notice to Leaseholder regarding any default by Leaseholder.
 - (ii) Notwithstanding anything to the contrary herein or in the document entitled "Pond Place Warranty Deed and Ground Lease", the leasehold estate and the reversionary interest shall merge free of Lessor's right to reacquire the reversionary interest upon an Involuntary Termination, in any party acquiring title to the mortgaged premises by strict foreclosure or as purchaser at a foreclosure sale (but not in Leaseholder or his successors in interest redeeming in strict foreclosure), provided only that Lessor shall have been party defendant in the foreclosure action.
 - (iii) Lessor agrees that it will terminate this lease because of a default on the part of the Leaseholder only in accordance with the following provisions. Lessor shall first give the mortgagee written notice specifying the default, stating Lessor's right and intent to terminate, and setting a date, at least 120 days

after the date of the notice, whereupon Lessor shall have the right to terminate unless, within said 120 day period, the default has been cured. If within such 120 day period the mortgagee proceeds with foreclosure of its mortgage and Lessor is duly served with process, then Lessor will postpone termination of this lease for such period of time as shall be required, in the exercise of due diligence, to prosecute such foreclosure action to its conclusion. Should the default be cured prior to such conclusion, Lessor's right to terminate because of such default shall be waived.

- (iv) If this Lease is terminated for any reason, Lessor agrees that it will upon written request of the mortgagee made within thirty (30) days of the termination join with the mortgagee as leaseholder in the execution of a new lease upon the same terms and conditions as this Lease except that the term shall be equal to the balance of the term of this Lease, provided that (i) at the time that the new lease is requested, payment of all moneys required to be paid under this Lease to the date of its termination, except accrued rent, shall be tendered by the mortgagee, (ii) all other curable defaults under this Lease not curable by the payment of money shall be cured within thirty (30) days of the commencement of term of the new lease, and (iii) Lessor shall be paid all moneys that would have been due under this Lease, had it not been terminated, for the period from the date of its termination to the commencement of the term of the new lease, and Lessor's reasonable expenses in terminating this Lease and consummating the new lease. Lessor shall not be obligated to deliver possession of the Leaseholder to the new leaseholder, but Lessor shall cooperate in any proceedings brought, at the new leaseholder's expense necessary to obtain such possession.
- (v) No amendment or modification of this Lease made after the date of the mortgage shall be binding on the mortgagee without its written consent.
- (vi) The provisions of this subparagraph C are for the benefit of, and enforceable by, only those mortgagees who come within the scope of this subparagraph C, and no other.

Section 12. Certificates. From time to time Leaseholder at the request of Lessor or any mortgagee of Lessor, and Lessor at the request of Leaseholder or any mortgagee of Leaseholder, shall execute and deliver to the requesting party a certificate certifying:

- a. that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modification);
- b. that there exists no condition or event which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute an Event of Default (or, if any such condition or event exists, specifying the nature and period of existence thereof and what action the certifying party is taking or proposes to take with respect thereto);
- c. whether or not there are then existing any offsets or defenses against the enforcement of any of the provisions of this Lease (and, if so, specifying the same); and

- d. the dates, if any, to which the Rent and Extra Costs and other charges have been paid in advance.

Any such certificate shall be conclusive against the certifying party and may be relied upon by the requesting party.

Section 13. Default by Leaseholder.

- a. **Events of Default** - The happening of any one or more of the following events (herein sometimes called "Events of Default") shall constitute an Event of Default:
 1. failure to pay Rent or Extra Costs when and as the same shall become due and payable.
 2. failure by Leaseholder to perform or comply with any of the other covenants, agreements, terms or conditions contained in this Lease.
- b. **Termination of Lease** - If an Event of Default shall occur, Lessor may at its option, at any time thereafter, by written notice to Leaseholder specifying the default and a date, not less than thirty (30) days after the date of such notice, by which the default must be cured, terminate this Lease on or after the date specified in such notice if such default shall not then have been cured. Upon such termination, Leaseholder shall quit and surrender the Leasehold to Lessor but Leaseholder shall remain liable hereunder as hereinafter provided. At any time after such termination, Lessor, without further notice and with no liability to Leaseholder, may repossess the Leasehold, by summary proceedings, ejectment or other lawful means, and may remove Leaseholder and all other persons and any and all property from the Leasehold. Leaseholder shall pay, as Extra Costs, all costs and expenses incurred by or on behalf of Lessor (including reasonable counsel's fees) occasioned by any default by Leaseholder under the terms of this Lease.

Section 14. Leaseholder's Obligations After Termination. No termination of the Term of this Lease or repossession of the Leasehold shall relieve Leaseholder, or any guarantor, of any liability or obligation under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination, Leaseholder shall pay to Lessor, the Rent and Extra Costs and other charges required to be paid by Leaseholder up to the time of such termination, and thereafter Leaseholder, until the end of what would have been the Term of this Lease in the absence of such termination and whether or not the leasehold or any part hereof shall have been relet, shall be liable to the Lessor for, and shall pay to Lessor, as and for liquidated and agreed current damages for Leaseholder's default, the Rent and Extra Costs and other charges which would be payable under this Lease by Leaseholder if the Term of this Lease had not been so terminated, less the net proceeds, if any, of any reletting after deducting all Lessor's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, and cost and expenses for the alteration or preparation of the Leasehold for such reletting. Leaseholder shall pay such current damages to Lessor monthly on the day on which the Rent or Extra Costs would have been payable under this Lease if the Term of this Lease had not been so terminated and Lessor shall be entitled to recover the same from Leaseholder on each such day. After such termination of the Term of this Lease, Lessor shall use reasonable efforts to relet the Leasehold or any part thereof for the account of Leaseholder, in the name of Leaseholder

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or Lessor or otherwise, without notice to Leaseholder, for such term or terms which may be greater or less than the period which would otherwise have constituted the balance of the Term and on such conditions which may include free rent or other concessions and for such purposes as Lessor, in its sole and uncontrolled discretion, may determine and Lessor may collect and receive the rents therefore. Lessor shall not be liable for any failure to collect any rent due upon such reletting.

Any time after such termination, whether or not Lessor shall have collected any such current damages, Lessor, at its option, shall be entitled to recover from Leaseholder, and Leaseholder shall pay to Lessor, on demand, as and for liquidated and agreed final damages for Leaseholder's default and in lieu of all such current damages beyond the date of such demand, an amount equal to the excess, if any, of the Rent and the estimated Extra Costs and other charges which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Leaseholder shall have satisfied in full its obligation under this Article to pay current damages) for what would be the then unexpired Term of this Lease if the same had remained in effect, over the then fair net rental value of the Leasehold for the same period. If any statute or rule or law governing a proceeding in which such liquidated final damages are to be provided shall validly limit the amount thereof to an amount less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under each statute or rule of law.

Section 15. Leaseholder's Waiver of Rights. In the event of any such termination of the Term of this Lease, Leaseholder, so far as permitted by law, hereby expressly waives: any notice of re-entry or repossession; any right to restore the operation of this Lease; any right to a trial by jury in the event of summary proceedings, and the benefits of any laws now or hereafter in force exempting property from liability for rent or for debt.

Section 16. Lessor's Performance on Behalf of Leaseholder. If Leaseholder at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Lessor, following notice to Leaseholder and without waiving or releasing Leaseholder from any obligation or default under this Lease, may, but shall be under no obligation to, at any time thereafter make such payment or perform such act of the account and at the expense of Leaseholder. All sums so paid by Lessor and all costs and expenses (including reasonable counsels' fees) so incurred, together with interest thereon at the Agreed Rate from the date of payment or incurring to the date of payment, shall constitute Extra Costs and shall be paid by Leaseholder to Lessor on demand.

Section 17. Lien on Leaseholder's Property. Upon the occurrence of any Event of Default, Lessor shall, in addition to all other rights, have a lien, to the extent permitted by law, on the Dwelling including all property, equipment and contract rights owned by Leaseholder and located on or used in connection with the Leasehold as security for the Rent, Extra Costs or damages due and payable under this Lease. Said lien may be enforced by any appropriate action at law or in equity.

Section 18. Lessor's Remedies Cumulative. Each, right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other such rights, powers or remedies.

Section 19. No Waiver by Lessor. No failure by Lessor to insist upon the strict performance of any provisions of this Lease or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such reach or provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 20. Quiet Enjoyment. So long as Leaseholder pays the Rent and Extra Costs and faithfully performs the agreements, terms, covenants and conditions hereof, Leaseholder shall and may, subject to the terms hereof, peaceably and quietly have, hold and enjoy the Leasehold for the Term hereby granted without molestation or disturbance by or from Lessor, or anyone acting for or through Lessor, and free of interference resulting from any encumbrance created or suffered by Lessor, or anyone acting for or through Lessor, except those matters to which this Lease is made subject.

Section 21. Notices. Whenever it is provided in this Lease that notice, demand, request or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve the same upon the other or upon a mortgagee, the same shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

- a. If to Lessor: The FIP Homes Company, Industrial Park, Farmington, CT 06032
- b. If to Leaseholder: at the address of Leaseholder's Dwelling.
- c. If to a mortgagee: at the address provided by it.

Lessor or Leaseholder may from time to time designate a different such addressee and/or address and/or an additional addressee and address by notice given as provided above. Any such notice, demand, request or other communication hereunder shall be deemed to have been given or served at the time that the same be deposited in the United States mails in the manner aforesaid. Leaseholder hereby irrevocably constitutes and appoints the entity as from time to time shall be in actual possession of the Leasehold, or any part thereof, as the agent and attorney-in-fact of Leaseholder to accept service of process in any action, suit or proceeding by Lessor relating to this Lease or the Leasehold and hereby irrevocably submits, for the purpose of any such action, suit or proceeding, to the jurisdiction of the courts of all jurisdictions in which the Leasehold is situated provided that a copy of any process shall be so mailed to Leaseholder.

Section 22. Acceleration of Rent. The amounts of rent, which may be prepaid by Leaseholder are shown on Schedule A.

Section 23. Definitions and Miscellaneous.

- a. The term "Agreed Rate", as used in this Lease means the interest rate charged to its most credit-worthy commercial borrower by the largest commercial bank in the City of Hartford, Connecticut (measured by its total deposits), as in effect from time to time, plus 3% per annum, but in no event more than the highest rate permissible under the laws of the State of Connecticut.
- b. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- c. The definitions of words and terms contained in Article I of the Declaration shall apply to those words and terms as used herein.

Section 24. Modifications. This Lease cannot be modified or amended except by an instrument in writing executed by Lessor and Leaseholder.

Section 25. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 26. Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

Section 27. Headings. The headings to Paragraphs are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

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SCHEDULE A

TO POND PLACE STANDARD GROUND LEASE COVENANTS

1 \$519.11	14 \$5,634.00	27 \$7,972.92	40 \$9,042.45
2 \$1,069.63	15 \$5,885.73	28 \$8,088.03	41 \$9,095.10
3 \$1,588.01	16 \$6,122.76	29 \$8,196.42	42 \$9,144.67
4 \$2,076.09	17 \$6,345.95	30 \$8,298.48	43 \$9,141.35
5 \$2,535.66	18 \$6,556.10	31 \$8,394.60	44 \$9,235.30
6 \$2,968.38	19 \$6,753.98	32 \$8,485.08	45 \$9,276.67
7 \$3,375.83	20 \$6,940.30	33 \$8,570.29	46 \$9,315.63
8 \$3,759.50	21 \$7,115.24	34 \$8,650.51	47 \$9,352.31
9 \$4,120.73	22 \$7,280.94	35 \$8,726.05	48 \$9,386.85
10 \$4,460.87	23 \$7,436.48	36 \$8,797.15	49 \$9,419.38
11 \$4,781.13	24 \$7,582.42	37 \$8,864.13	50 \$9,450.00
12 \$5,082.69	25 \$7,729.81	38 \$8,927.18	
13 \$5,366.64	26 \$7,850.66	39 \$8,986.55	

The amounts of any prepayments not shown on this schedule will be computed in the same manner as those shown.