

MUNICIPAL LEASE AGREEMENT

This Municipal Lease Agreement (“Lease”) is dated as of December ____, 2025 by and between the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town” or the “Landlord”) and **FRIENDS OF AMBLER FARM, INC.**, a Connecticut non-stock corporation (“FOAF” or the “Tenant”). The Town and FOAF are each sometimes referred to as a “Party” and, collectively, as the “Parties”.

In consideration of the mutual benefits and obligations set forth in this Lease, the Parties agree as follows.

ARTICLE I LEASING DATA

1.01. LEASING DATA. This Article contains data used in other provisions of this Lease but set forth in this Article for ease of reference. Whenever any item contained in this Article is more specifically described in a subsequent Article of the Lease, the more specific description will control.

(a) “Leased Premises” means all of the land indicated within the pink lines on the aerial view attached as Exhibit A (the “Aerial View”) and all of the buildings and structures on that land except for the Yellow House.

(b) “Effective Date” means the date indicated on the first line of this page.

(c) The “Initial Term” is the period of time beginning with the Effective Date and ending on December 31, 2035. The Initial Term is subject to ten (10) year extensions pursuant to Section 3.03.

(d) The “Leased Premises Use” is management of a farm as a community resource, providing education, agriculture, historical reference and open space, all in accordance with the terms of this Lease.

(e) The “Base Rent” for the Term is payable in equal annual installments, in advance, on the first day of each January, as follows: One Dollar (\$1.00) per year.

(f) The “Notice Address” for the Town and FOAF are as follows. Each party may change their Notice Address by written notice to the other party.

(i) Town: Town of Wilton, Attn: First Selectman, 238 Danbury Road, Wilton, CT 06897, e-mail (only if specifically provided in this Lease): toni.boucher@wiltonct.gov.

(ii) Tenant: Friends of Ambler Farm, Inc., Attn: Executive Director, 257 Hurlbutt Street, Wilton, CT 06897, e-mail (only if specifically provided in this Lease): ashley@amblerfarm.org.

ARTICLE II DEFINITIONS

2.01. CAPITALIZED WORDS AND PHRASES. This Lease contains many words and phrases with

initial, capitalized letters. These words and phrases are used as specially defined terms in an effort to make the Lease easier to read. An effort has been made to set forth some of the more common defined terms in this Article, but other Articles may also contain defined terms. Whenever a capitalized word or phrase is used in this Lease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise. Some of the definitions listed below may not be used in the main body of the Lease.

2.02. “ADDITIONAL RENT” means any charge, other than the Base Rent, payable by FOAF to the Town under any provision of this Lease.

2.03. “BUILDING SYSTEMS” means the following systems in any structure located on the Leased Premises: electrical; plumbing; heating; and, to the extent applicable, air-conditioning; fire suppression; and fire detection and intrusion detection systems.

2.04. “CARRIAGE BARN” means the structure indicated as *Carriage Barn* on the Aerial View.

2.05. “CODE” means the Internal Revenue Code of 1986, as amended.

2.06. “CONSENT” OR “APPROVAL” of the Town means only the consent or approval given in writing by the Town’s First Selectman following approval by the Town’s Board of Selectmen, unless otherwise required by a policy established by the Town’s Board of Selectmen.

2.07. “COSMETIC WORK” means work that is cosmetic in nature, that does not affect Building Systems or Structural Elements (*for example, painting, wall papering, installation of carpets and repair of fences and stone walls*) and with respect to which the reasonable value of labor and materials is less than \$25,000 which amount will be adjusted annually in relation to the CPI per Section 3.07 (the “Threshold Amount”). Cosmetic Work is relevant to the question of whether or not the Town approval, permitting, insurance and bonding requirements under Section 6.05 apply to work to be performed by FOAF or contractors hired by and under the direction of FOAF.

2.08. “CPI” means the Consumer Price Index - All Urban Consumers (CPI-U) – U.S. city average All Items (1982-84 = 100), or any revised or successor index, published by the Bureau of Labor Statistics of the United States Department of Labor.

2.09. “DEED RESTRICTIONS” means the limitations and restrictions set forth in Schedule A of that certain Executors’ Deed dated November 18, 1999, and recorded in Volume 1200, Page 163 of the Wilton Land Records. A copy of the Deed Restrictions is attached as Exhibit B.

2.10. “DIRECT-BILL SERVICES” means: (a) any cleaning or custodial service; (b) cable television; (c) telephone; and (d) internet.

2.11. “DRIVEWAYS” means the paved, gravel, and crushed stone driveways that are intended for public access.

2.12. “FARM ROADS” means the unpaved paths and dirt roads that are intended for access only by tractors and other farm equipment in furtherance of farming operations.

2.13. “HABITABLE BUILDINGS” means the Carriage Barn, Red Barn, and Raymond-Ambler House. The Yellow House is not included within this definition of Habitable Buildings because the Yellow House is not part of the Leased Premises.

2.14. “HAZARDOUS OR SPECIAL SUBSTANCE” means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State of Connecticut or the United States as a hazardous waste, or any other substance the use, presence or storage of which at the Leased Premises requires any person to comply with any environmental reporting or registration requirement under any law.

2.15. “MUNICIPAL LAWS” means all municipal laws, regulations, ordinances, permits and variances applicable to the Leased Premises and the Habitable Buildings.

2.16. “NOTICE” means only written notification given by one Party to the other. Notice may only be given by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); or a nationally recognized courier service which requires the recipient to sign a receipt (such as FedEx). All Notices will be effective on receipt. Notice must be given to the other Party at the Party’s Notice Address, The Notice Address for each Party is the address listed in Article I, or to such other address designated by a Party by Notice to the other Party. Notwithstanding, if a section or clause of this Lease specifically provides that Notice may be delivered by e-mail, then Notice will be deemed to be delivered upon transmittal to the e-mail address of the recipient Party indicated in Article I.

2.17. “OVERFLOW PARKING AREA” means the area shaded in orange on the Aerial View.

NOTE: ORANGE SHADING MUST BE UPDATED TO REFLECT SEP 2025 RECONFIGURATION

2.18. “PARKING LOT” means the area indicated as *Parking Lot* on the Aerial View.

2.19. “RAYMOND-AMBLER HOUSE” means the structure indicated as *Raymond-Ambler House* on the Aerial View.

2.20. “RED BARN” means the structure indicated as *Red Barn* on the Aerial View.

2.21. “RENT” means all sums payable by Tenant to Town under the provisions of this Lease, including all Base Rent and Additional Rent.

2.22. “SPECIAL PERMITS” means Special Permit #288C, Special Permit #288D and Special Permit #452, as approved by the Wilton Planning & Zoning Commission. Copies of the Special Permits are attached as Exhibit C, as the same may be amended from time to time.

2.23. “SOCCER FIELDS” means the area indicated as Soccer Fields on the Aerial View.

2.24. “STRUCTURAL ELEMENTS” means, with respect to each Habitable Building, the roof, foundation and load-bearing walls.

2.25. “TERM” means the period of time during which Tenant is entitled to possession of the Leased Premises in accordance with the provisions of this Lease, but does not include any hold over period.

2.26. “YELLOW HOUSE” means the structure indicated as *Yellow House* on the Aerial View.

ARTICLE III LEASING OF LEASED PREMISES

3.01. LEASING OF LEASED PREMISES AND OPERATION OF FARM. Landlord hereby leases to Tenant the Leased Premises for the Term, subject to the other provisions of this Lease. Except as

specifically indicated in this Lease or otherwise limited or conditioned by the Deed Restrictions or the Special Permits, FOAF shall be free to manage and operate a farm and retail farm stand on the Leased Premises together with any other activities authorized by applicable zoning approvals. For the duration of this Lease, FOAF shall be the sole organization responsible for the operation and management of the farm. Specifically, FOAF, in its sole discretion, shall have the right and obligation to operate, manage, supervise, and control all aspects of the farm, including:

- (a) Scheduling and operation of programs;
- (b) Scheduling and operation of special events;
- (c) Use of the buildings and property for organizational purposes (*for example, offices and storage*);
- (d) Developing, implementing and managing educational programs and events for the general public and students of schools in the Town and surrounding communities;
- (e) Receiving the benefits of all commercial uses of the Leased Premises consistent with zoning approvals and other applicable statutes and ordinances; and
- (f) Receiving the benefits of all grants, contributions (whether monetary or in kind) and other assistance from third parties consistent with the Leased Premises Use.

3.02. ACCEPTANCE OF PHYSICAL CONDITIONS. FOAF acknowledges that it has occupied the Leased Premises since 2005 and, accordingly, is aware of the physical condition of the Habitable Buildings and other structures and improvements on the Leased Premises. FOAF accepts the Leased Premises and all of the Habitable Buildings, other structures and improvements on the Leased Premises in AS-IS condition, subject to the Town's obligations under this Lease. This Section shall not be construed to relieve the Town of maintenance and capital improvement obligations as outlined in this Lease.

3.03. EIGHT EXTENSION OPTIONS. FOAF shall have a total of eight (8) options to extend this Lease for a period of calendar years (each an "Extension Option" and corresponding "Extension Period", respectively) subject to the following rules. The first Extension Option (and the corresponding first Extension Period) shall be for a period of ten (10) calendar years beginning January 1, 2036, and ending December 31, 2045. Thereafter, each Extension Option (and corresponding Extension Period) shall be for a period of ten (10) calendar years. All of the terms and conditions of this Lease, including the amount of Base Rent, shall continue to apply during each such Extension Period. If FOAF desires to exercise an Extension Option, FOAF shall deliver Notice to the Town's First Selectman (an "Extension Notice") at least twelve (12) months prior to the expiration date of the Initial Term or any current Extension Period, as applicable. *For example, Notice of the desire to exercise the first Extension Option shall be delivered by December 31, 2034.* If FOAF timely delivers an Extension Notice, the Town shall respond to FOAF within six (6) months of receipt of that notice with a response to the Extension Notice. If the Town's Board of Selectmen affirmatively votes, in a duly noticed regular or special meeting, to extend the Initial Term or then current Extension Period, as applicable, or if the Town does not reject the Extension Notice within six (6) months of the Town's receipt thereof, then the Initial Term or current Extension Period shall be extended for the applicable number of calendar years. If: (a) FOAF fails to timely deliver an Extension Notice; or (b) FOAF timely delivers an Extension Notice and the Town's Board of Selectmen affirmatively votes not to extend the Initial Term or current Extension Period, then this Lease shall terminate at the end of the Initial Term or current Extension Period, as applicable, unless, at the written request of FOAF, the Town's Board of Selectmen, at a duly noticed regular or special meeting, affirmatively votes to waive the missed

delivery deadline and extend the Term for the applicable number of calendar years. The Town shall provide confirmation and an opinion from Town counsel that any extension of the lease will not require a Town Meeting as provided for in the Charter of the Town.

3.04. QUIET ENJOYMENT. Upon payment by Tenant of the Rent and upon the observance and performance of all the covenants, provisions and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Town or any person claiming by or through Town, except as expressly provided in this Lease.

3.05. INTERRUPTION OF UTILITIES OR PUBLIC SERVICES. The Town does not represent or warrant that any utilities or public services will be free from interruption or defect. The interruption of any utility or public service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises nor render Landlord liable to Tenant for damage by abatement of Rent or otherwise.

3.06. COMMENCEMENT OF THE TERM. The Term will begin on the Effective Date.

3.07. CERTAIN ITEMS SUBJECT TO CPI INCREASES AND PURA RATE INCREASES. Commencing on January 1, 2027 and on the first day of January of each year during the Term, the Cosmetic Work Threshold Amount (see Section 2.07), Single Item Limit (see Section 6.09) and Annual Limit (see Section 6.09) shall each be adjusted by the product of (a) the amount of the Threshold Amount, Single Item Limit or Annual Limit (as applicable) that applied during the immediately preceding calendar year; multiplied by (b) a fraction, (i) the numerator of which is the CPI for the immediately preceding October, and (ii) the denominator of which is the CPI for the October which is twelve (12) months prior to the immediately preceding October. Beginning January 1, 2027 and on each January 1 for the duration of the Term, the Utility Threshold (see Section 5.01) shall increase each calendar year by the percentage equal to the percentage increase in the applicable utility rates authorized by the Public Utilities Regulatory Authority (PURA).

ARTICLE IV PAYMENT OF RENT

4.01. PAYMENT OF BASE RENT. Tenant shall pay the Base Rent on or before the first (1st) day of each January during the Term, in advance. Any other charge shall be due in accordance with the Lease provision governing the charge.

4.02. ADDITIONAL PROVISIONS REGARDING PAYMENT OF RENT. All payments of Rent shall be delivered to the Town's Notice Address.

ARTICLE V UTILITIES AND SERVICES

5.01. IN GENERAL. With respect to each Habitable Building¹, the Town shall provide for at the Town's expense: electric power, heat, and air conditioning (where deemed appropriate by the Town); a

¹ Notwithstanding, the following exceptions apply to the Red Barn. The Red Barn does not have a waste line and is not connected to a septic tank or septic field. Accordingly, the Town is not obligated to provide a waste line, septic tank or septic field. The Red Barn does not have a telephone line connection. Accordingly, the Town is not obligated to provide a telephone line. The Red Barn does not have heat or air conditioning. Accordingly, the Town is not obligated to provide heat and air-conditioning.

water supply; a waste line, septic tank, and septic fields; and a telephone line². Notwithstanding, for each calendar year of the Term: (a) FOAF shall pay the cost of the items described in this Section 5.01 for any calendar year up to the Utility Threshold (subject to PURA rate increases per Section 3.07) within thirty (30) days of receipt of an itemized invoice from the Town; and (b) the Town shall pay the cost of the items described in this Section 5.01 to the extent, if any, that those costs for any calendar year exceed the Utility Threshold. “Utility Threshold” means, for the 2025 and 2026 calendar years One Thousand Dollars (\$1,000) (and thereafter shall be adjusted annually based on PURA rate increases per Section 3.07). For each upcoming fiscal year of the Town, in accordance with the deadlines established by the Town’s Board of Selectmen and Board of Finance and generally applicable to the various departments of the Town in accordance with the Town’s Charter, FOAF shall submit and present to the Town’s Board of Selectmen an estimate of the Town’s monetary obligation for services under this Section 5.01 during the upcoming fiscal year and a request that the Town make an appropriation equal to the amount indicated in the estimate.

5.02. DIRECT-BILL SERVICES. With regard to any other services or utilities other than as set forth in Section 5.01, Tenant shall establish an account in Tenant’s name with each utility company or vendor for the Direct-Bill Services. Tenant shall make timely payment of all bills for the Direct-Bill Services directly to the utility companies or vendors. If Tenant fails to make timely payment of any Direct-Bill Services bill, the Town may, but shall not be required to, make payment of any such bill. If the Town elects to pay a Direct-Bill Services bill, the Town shall first give at least one (1) week’s prior Notice to Tenant. Tenant will reimburse the Town for the amount or amounts so paid by the Town within three (3) weeks of the Town’s written request.

ARTICLE VI USE OF LEASED PREMISES AND TENANT'S CONDUCT

6.01. PERMITTED USE. FINANCIAL STATEMENTS. ACTIVITIES STATEMENTS. RIGHT TO RETAIN FEES AND CHARGES. Tenant and any permitted assignee or subtenant shall use the Leased Premises for the Leased Premises Use and no other purpose. The use of the Leased Premises shall also be in accordance with the Deed Restrictions, the Special Permits and all laws affecting the Leased Premises, including Municipal Laws. Tenant shall deliver to the Town within ten (10) months of the conclusion of each calendar year a financial statement either certified to be true and accurate by the financial officer of FOAF or audited and prepared by a Certified Public Accountant licensed in Connecticut. FOAF shall, upon request of the Town’s Board of Selectmen, but not more frequently than quarterly, deliver to the Town’s Board of Selectmen an activities statement summarizing FOAF’s activities including: initiation and discontinuation of programs related to education, history and agriculture; number of visitors participating in FOAF’s programs; and developments involving fundraising initiatives. Subject to Tenant’s obligation to deliver annual certified or audited financial statements, activities statements and pay Rent under Article IV, Tenant will be entitled to retain all fees and charges collected by Tenant arising out of Tenant’s operations, including, fees paid for parties and catered events, membership fees, summer camp fees and revenue generated from retail sales, and shall report such amounts as part of any financial reporting to the Board of Selectmen.

6.02. TAX-EXEMPT STATUS. FOAF shall maintain its tax-exempt status under the Code for the duration of this Lease. FOAF’s tax-exempt status is a material condition of this Lease without which the Town would not have entered into this Lease.

² Notwithstanding, if changes in technology result in physical telephone lines (commonly known as “land lines”) becoming obsolete, not commonly in use, or prohibitively expensive, the Town shall have the option, upon at least six (6) months’ Notice to FOAF, to terminate any physical (land line) telephone service.

6.03. CORPORATE GOVERNANCE AND CONTINUITY. At all times during the Term, FOAF shall: (a) have a board of directors consisting of at least three (3) persons; (b) have on staff either a full-time paid executive director or a full-time volunteer executive director; (c) hold no less than four (4) regular meetings of its board of directors each calendar year; and (d) be providing services consistent with FOAF's corporate mission (a copy of which is attached hereto as Exhibit D). FOAF shall notify the Town within ten (10) days if, at any time, FOAF fails to meet the requirements of Section 6.03(a), Section 6.03(b), Section 6.03(c) or Section 6.03(d). If, at any time, FOAF has less than three (3) directors or no full-time paid or volunteer executive director, it shall not be a default under this Lease if FOAF fills the vacant position(s) within six (6) months.

6.04. COMPLIANCE WITH SPECIAL PERMITS. FOAF shall comply with all of the requirements, terms, conditions and prohibitions in the Special Permits. Upon application of FOAF, the Town's Planning and Zoning Commission may amend or modify the Special Permits consistent with applicable law.

6.05. TENANT'S ALTERATIONS, TENANT'S CONTRACTORS, MECHANIC'S LIENS, ETC. Tenant shall not construct any new building or structure on the Leased Premises or cause any alteration or improvement to be made to any of the Habitable Buildings unless Tenant has obtained all required permits and approvals from the Town. It is understood that Cosmetic Work may not require municipal permits or approvals. Prior to issuance of permits and approvals, the Town may require Tenant to submit building plans (in detail reasonably required by the Town), the identity of the contractor or contractors and subcontractors to perform the work and the references for those contractors and subcontractors. Except with respect to Cosmetic Work, the Town may also require that all contracts with design professionals and contractors be subject to approval by the Town Attorney and contain a clause permitting assignment to the Town. Prior to the commencement of any new construction, alteration or improvement by any contractor, Tenant will deliver to the Town a certificate of insurance for the contractor, showing public liability coverage, workers' compensation coverage and any other coverage reasonably required by the Town, which certificate names the Town as an additional insured and provides that the coverage will not be canceled or not renewed without at least thirty (30) days advance written notice to the Town. Except for Cosmetic Work, prior to the commencement of any new construction, alteration or improvement by any contractor, the Town may require Tenant to deliver a labor and materials payment bond where it is commercially reasonable and customary to require one. All work performed by or through Tenant shall be performed in full compliance with all laws and shall be carried out in a prompt and workmanlike manner. Tenant shall promptly pay all contractors and materialmen hired by Tenant to furnish any labor or materials that may give rise to the filing of a mechanic's lien against the Leased Premises attributable to alterations and improvements done by or through Tenant. If a mechanic's lien is placed against the Leased Premises, Tenant shall cause the lien to be discharged as against the Leased Premises within the sooner of: (a) thirty (30) days after Tenant receives notice of the lien; or (b) thirty (30) days after request by Town to remove the lien. If bond is filed and the lien is discharged, Tenant shall not be obligated to discharge the lien by payment. Notwithstanding any notice and grace period before default elsewhere set forth in this Lease, if Tenant fails to discharge a mechanic's lien within the time period set forth in this Section above, and further fails to discharge the lien within thirty (30) days after Notice of failure to discharge the lien is given from the Town, then Tenant shall be in material default of the Lease, without any further notice or grace period.

6.06. TENANT'S GENERAL COMPLIANCE WITH LAWS, REGULATIONS AND INSURANCE RECOMMENDATIONS. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all laws, including, Municipal Laws, now in force or which may hereafter be in force pertaining to Tenant's use of the Leased Premises and Habitable Buildings and any act therein by Tenant. Specific reference is made to Tenant's duty to comply with: all state regulations, including those related to leaf composting; and all state, federal and local laws concerning environmental protection. Tenant shall indemnify and hold the Town harmless from and against any damage, liability, cost and/or expense which

the Town may suffer by reason of Tenant's failure to comply with the laws governing Tenant's conduct on the Leased Premises, including all laws concerning environmental protection. With respect to Tenant's use of the Leased Premises and without limiting the generality of the foregoing, Tenant shall: (a) comply with all applicable municipal regulations, including, building and zoning regulations; (b) maintain all state and municipal licenses; and (c) comply with any and all recommendations of the Town's fire insurance rating organization. The Town will waive all fees for permits assessed by the Town (*for example, building permits*). This Section does not apply to actions, conduct, conditions and circumstances, including environmental conditions, that occurred or existed prior to the Effective Date.

6.07. SIGNS. Tenant may install and maintain a sign or signs at the entrances to the Leased Premises provided that the size, design and location of any sign complies with the regulations and ordinances of the Town.

6.08. ENVIRONMENTAL COMPLIANCE. Tenant will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance in any dumpster or in any Habitable Building, other structure, or on the land within the boundaries of the Leased Premises other than an in an area and in a manner which is in strict compliance with all laws and which is Approved in advance by the Town. Tenant shall not undertake any acts nor use, store, generate or dispose of any substance in any manner which would cause the Leased Premises to be classified as an *Establishment* under the laws of the State of Connecticut. Tenant will indemnify the Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by the Town or any other expense incurred by the Town as a result of any violation of any environmental law or this Section by Tenant or any agent, servant, employee or contractor of Tenant. This Section shall not be construed as requiring Tenant to bear the cost of remediating any environmental condition that existed as of the Effective Date.

6.09. REPAIRS. For purposes of this Lease: "Single Item Limit" means \$1,000.00 (subject to CPI increases per Section 3.07); and "Annual Limit" means \$10,000.00 (subject to CPI increases per Section 3.07). Except for repairs of Structural Elements, Tenant will be responsible for the cost of all repairs of the Habitable Buildings, the Building Systems and all structures on the Leased Premises, provided that Tenant's responsibility for repair costs shall be limited to the Single Item Limit for any single item repaired and the Annual Limit in the aggregate per calendar year for all repairs. All repair contracts, except for contracts for which the contractor is not charging for labor or materials, will be held by the Town (in the Town's name) and will provide for direct invoicing to Tenant by the applicable contractor. Tenant will deliver to the Town all invoices for repair work. Each invoice shall be marked by Tenant as follows: *Paid In Full, Paid Up To Single Item Limit, or Not Paid Because Annual Limit Has Been Exceeded*. If an invoice exceeds the Single Item Limit, Tenant shall deliver to the Town the invoice, proof of payment of the Single Item Limit, and the Town shall pay the amount due in excess of the Single Item Limit. In any calendar year in which the aggregate cost of repairs exceeds the Annual Limit, Tenant shall deliver to the Town any invoices above the Annual Limit in a timely manner and that the Town shall pay the amount remaining unpaid, if applicable. Tenant shall pay all late fees and interest charges incurred due to Tenant's failure to timely deliver an invoice to the Town. With respect to any amount that Tenant is required to pay under this Section (a "Tenant Payable"), failure of Tenant to timely pay the Tenant Payable within one (1) month after receipt of Notice from the Town will constitute an Event of Default. Alternatively, the Town may elect to pay the Tenant Payable and treat the sum as Additional Rent. Maintenance contractors will be instructed to provide reports to the Town's Facilities Manager on all maintenance and repair work, both needed and performed. Notwithstanding anything in this Section 6.09 to the contrary, the Single Item Limit and the Annual Limit shall not apply to any repair necessitated by the negligent or willful act or omission of any employee of FOAF, a contractor hired by FOAF or a volunteer supervised by FOAF personnel.

6.10. OTHER DUTIES OF TENANT REGARDING MAINTENANCE, REPAIR AND CONDUCT. Tenant will

conform Tenant's conduct to the following standards and will perform the following duties, all in a prompt, diligent and workmanlike manner, at Tenant's sole cost and expense.

(a) Tenant will be responsible for cleaning and keeping the Habitable Buildings in a clean and neat condition. To that end, Tenant shall hire and pay for its own cleaning/custodial service and shall require that contractor to perform all services typically performed by a cleaning/custodial service, including: emptying of wastebaskets; vacuuming; mopping of floors; dusting; polishing wood trim, doors and cabinetry; cleaning of carpets; and washing of the interior and exterior surfaces of windows.

(b) Tenant will remove all trash from the Leased Premises with such frequency as is consistent with the operation of Tenant's business in a first class manner, which will include placing general trash in the appropriate dumpster and recyclable trash in the appropriate receptacle in order to comply with applicable laws, ordinances and regulations. The Town will provide for trash pick up in accordance with the Town's regular periodic schedule. With respect to all trash that is not eligible for regular trash pick up (*for example, bulky waste*), Tenant shall arrange for transport of the trash to the Town's Transfer Station for disposal. The Town shall annually provide to Tenant an annual pass to the Transfer Station at no cost to Tenant. With respect to any trash that cannot be accommodated at the Town's Transfer Station, Tenant shall arrange for disposal in accordance with all applicable laws and regulations.

(c) FOAF will keep the areas surrounding the Habitable Buildings free from unsightly accumulations of dead leaves, including annual autumn and spring clean-ups.

(d) FOAF will keep all walkways and porches on the Leased Premises free from accumulations of ice by spreading rock salt and/or sand furnished by the Town.

(e) To the extent practicable, FOAF will store farm equipment and machinery in the Red Barn or otherwise in a safe and orderly manner. Farm machinery and equipment that is not in operable condition will not be stored or abandoned on the Leased Premises and will be removed from the Leased Premises as soon as reasonably practicable.

(f) FOAF will be responsible for repairing washouts in Farm Roads and ensuring accessibility of Farm Roads by tractors and farm equipment.

6.11. LIMITATIONS ON TENANT'S CONDUCT. Tenant agrees to abide by the following limitations regarding conduct.

(a) Tenant will not permit the temperature in any Habitable Building to fall low enough to cause any pipes to freeze. This will be applicable to the Raymond-Ambler House when its renovation is complete.

(b) Tenant will not keep, use, sell or offer for sale in the Leased Premises any article which may be prohibited by the standard form of fire insurance policy.

(c) Tenant will not use the Leased Premises for any purpose prohibited by law.

ARTICLE VII LANDLORD'S MAINTENANCE AND OTHER ACTIVITIES OF LANDLORD

7.01. LANDLORD'S MAINTENANCE OBLIGATIONS. The Town will arrange for the maintenance,

repairs and replacements reasonably necessary to maintain the Structural Elements of the Habitable Buildings in good condition including, periodic power washing and painting of exterior walls and replacement of roofs and gutters. The Town will provide for regular maintenance of the oil burners and septic systems serving the Habitable Buildings³. The Town will fill all potholes and wash-outs in the Parking Lot and Driveways (but not Farm Roads). The Town's obligations shall be carried out in a prompt, diligent and workmanlike manner except that, to the extent not covered by the Town's Insurance, Tenant will be responsible for any repair necessitated by the neglect or willful act or omission of Tenant, Tenant's employees, volunteers or contractors, by delivering to the Town payment in full within one (1) month of receipt of Town's invoice.

7.02. SNOW AND ICE. The Town will, at the Town's expense: remove snow from the Driveways and Parking Lot (but not Farm Roads); and furnish Tenant with an appropriate number of buckets of rock salt and/or sand to be used to melt any ice that may form on walkways and porches of the Habitable Buildings.

7.03. MOWING AND TREE WORK. The Town will, at the Town's expense and using the Town's own personnel or a contractor retained by the Town, provide regular mowing of the grassy areas of the Leased Premises. The Town will, at the Town's expense, remove from the Leased Premises all dead, fallen and dangerous trees and tree limbs. The Town will, at the Town's expense, keep the Leased Premises free from poisonous plants, such as poison ivy, and invasive plant species of which the Town has notice, provided that it shall be FOAF's responsibility to monitor the Leased Premises for poisonous and invasive plants and notify the Town of their presence.

7.04. LANDLORD'S RIGHT TO PERFORM WORK. The Town shall have the right to install or repair utility lines on the Leased Premises. The Town's right to undertake any of the foregoing activities shall be limited such that there will be no unreasonable interference with Tenant's use of the Leased Premises or access thereto.

7.05. LANDLORD'S RIGHT TO PIPES, ETC. The Town shall have the right to install, maintain and repair pipes, wires, ducts, conduits and similar items in the Habitable Buildings. In the event the renovation of the Raymond-Ambler House is still in process during a severely cold winter and pipes have been installed, keeping them from freezing shall be the Town's responsibility. The Town may enter the Habitable Buildings for the purpose of performing such installation, maintenance and repair work, and for the purpose of performing any maintenance or repair of any portion of the Leased Premises, provided that any entry by the Town under this Section is accomplished in a manner which minimizes any disruption to Tenant's operations. The Town shall provide at least twenty four (24) hours' advance Notice, except in the case of an emergency where advance Notice cannot reasonably be given.

ARTICLE VIII INSURANCE, INDEMNIFICATION, WAIVERS, ETC.

8.01. TENANT'S INSURANCE COVERAGES. FOAF shall purchase and maintain for the duration of FOAF's occupancy of the Leased Premises the following insurance. FOAF shall obtain the minimum insurance coverages described below from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance policies shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, FOAF's obligations under this Lease and/or from the obligations of any other person or entity directly or indirectly employed by FOAF and/or by anyone for

³ This sentence does not apply to the Red Barn, which has neither central heating nor a connection to a septic system.

whose acts said FOAF may be liable. FOAF must require that all contractors, agents and assigns procure and maintain sufficient insurance protection. Before the execution of this Lease by the Town, FOAF shall provide the Town with certificates of insurance for each policy required by this Lease. FOAF shall provide updated certificates of insurance at least thirty (30) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions. The Town reserves the right, from time to time, upon Notice to FOAF, to make reasonable adjustments to the insurance coverage limits indicated below.

(a) Workers Compensation. FOAF shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town.

(b) Commercial General Liability Insurance. FOAF shall provide commercial general liability insurance policies with an edition date of 1986 or later, including products and completed operations. Limits shall be at least: Bodily Injury & Property Damage coverage with an occurrence limit of \$1,000,000; Personal & Advertising Injury limit of \$1,000,000 per occurrence; \$10,000 Medical Payments; \$500,000 Fire Legal Liability; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 and CG 2037 or equivalent.
- The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and FOAF.
- Abuse and Molestation coverage either by endorsement or separate policy with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate naming the Town as additional insured.
- Deductible and self-insured retentions shall be declared and are subject to the Approval of the Town.
- A claims made and reported form is not permitted.

(c) Commercial Automobile Insurance. FOAF shall provide commercial automobile insurance for any owned (Symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The coverage shall also include hired and non-owned automobile coverage. Coverage must be primary and not contribute in any way to any insurance or self-insured retention carried by the Town. The policy shall name the Town as an additional insured and provide a waiver of subrogation in favor of the Town.

(d) Umbrella or Excess Liability Insurance. FOAF shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$2,000,000 each occurrence and \$2,000,000 in the aggregate.

(e) Property Insurance. FOAF shall provide property insurance for its own leased or rented property and shall waive subrogation in favor of the Town.

8.02. ADDITIONAL INSURANCE REQUIREMENTS. Each insurance policy procured by Tenant under this Lease shall be underwritten by an insurance company licensed to do business in the State of Connecticut. All deductibles shall be declared and are subject to the Approval of the Town.

8.03. TENANT'S COMPLIANCE. Tenant shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of any policy of insurance. Tenant shall, at its own cost and expense, comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body.

8.04. INDEMNIFICATION AND HOLD HARMLESS COVENANTS. Except for acts or omissions of the Town or its elected or appointed officials, employees or agents, Tenant shall defend, pay, indemnify and hold harmless the Town and the Town's elected and appointed officials, employees and representatives, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising by the willful act or omission of Tenant or any subtenant of Tenant, or their respective employees, volunteers, contractors or invitees, in, upon, about, at, or from the Leased Premises. The Town shall have the right to approve the attorney retained for any such matter arising out of this Section 8.04 which approval shall not be unreasonably withheld.

8.05. RISKS TO PERSON AND PROPERTY. Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Leased Premises solely at their own risk.

8.06. DEFECTS, LEAKS, WEATHER, UTILITY INTERRUPTIONS, ETC. Unless caused by a breach of the obligations of the Town under this Lease, the Town and its elected and appointed officials, employees and representatives shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises, the Habitable Buildings, or any of the systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation, stairs or railings machinery, utilities, appliances or apparatus, nor shall the Town be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of downspouts, tanks, toilets, waste pipes, drains or other pipes, or caused by water, gas, sewage, snow or ice in any part of the Leased Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, natural occurrences or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any structure or improvements on or in the Leased Premises, or any of the equipment, fixtures, machinery, appliances or apparatus on the Leased Premises or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service.

8.07. LANDLORD'S INSURANCE. The Town shall maintain the Town's Insurance. "Town's Insurance" means those insurance coverages that have been customarily maintained by the Town in connection with the operation of the Leased Premises. The Town reserves the right in its sole discretion and without Notice to add to or subtract from the Town's Insurance, to change the carriers thereof and to increase or decrease the coverage limits or deductibles thereof in response to changes in the insurance industry, available coverages, premiums and/or the risk profile associated with the Leased Premises.

8.08. NO SUBROGATION – WAIVERS OF CLAIM. The Town and Tenant, to the extent not prohibited in their insurance policies or by law, waive the right of subrogation against the other Party on account of any insured loss. Tenant and the Town each recognize that they may obtain property insurance, covering

losses to property on account of acts and/or omissions of the other, and if that coverage is not obtained, the Party failing to maintain the coverage shall bear the risk of any insurable property loss (less a commercially reasonable deductible) caused by any act or omission of the other Party not arising to the level of gross negligence or willful misconduct. Accordingly, in the event of any uninsured property loss or damage of Tenant caused by any act or omission of the Town that does not constitute willful misconduct or gross negligence, which loss or damage could have been insured under a standard tenant's all-risk property insurance policy, Tenant waives any claim against the Town on account of the loss (except for recovery of a commercially reasonable deductible). Further provided, in the event of any uninsured property loss or damage of the Town caused by any act or omission of Tenant that does not constitute willful misconduct or gross negligence, which loss or damage could have been insured under a standard owner's all-risk property insurance policy, the Town waives any claim against Tenant on account of the loss (except for recovery of a commercially reasonable deductible).

8.09. INDEMNIFICATION AGAINST THIRD PARTY CLAIMS. In the case of third party claims arising out of an act or omission of Tenant or an agent, contractor or employee of Tenant (a "Tenant Fault Claim") and not out of an act or omission of the Town or an agent, contractor or employee of Town (a "Landlord Fault Claim"), Tenant shall be responsible for the Tort Indemnity of the Town. In the event of a Landlord Fault Claim, the Town shall be responsible for the Tort Indemnity of Tenant. In the event of claims which are both Tenant Fault Claims and Landlord Fault Claims, Tenant and the Town shall be responsible for the claim to the extent of the limit of public liability insurance coverage required to be maintained by Tenant and the Town, respectively under Section 8.01(a) and Section 8.07, and each Party's above described insurance coverage shall be responsible for the fault claims in the proportion that the Party's fault bears to the total fault of the Town and Tenant. Thereafter, each Party shall be responsible for the claims in the proportion that the Party's fault bears to the total fault of the Town and Tenant. Each Party shall be responsible for the Tort Indemnity of the other Party for the portion of the claim which is the responsibility of the Party owing the Tort Indemnity. "Tort Indemnity" means that the Party responsible for the indemnification shall provide the legal defense of the claim (counsel being subject to the approval of the indemnified Party, approval not to be unreasonably withheld) and the indemnifying Party shall be responsible to pay the amount of the claim (subject to the right to defend it) up to the limits of the indemnifications set forth in this Section, above, except that in the case of claims which are both Tenant Fault Claims and Landlord Fault Claims, each Party shall be responsible for the Party's own costs of legal defense. Tort Indemnity shall not be owed to the extent that the Party owing the indemnification has been prejudiced by any failure of the Party seeking the indemnification to give Notice to the other Party within a reasonable time after the Party becomes aware of a claim in which the other Party may owe an indemnity obligation under this Section.

ARTICLE IX ASSIGNMENTS AND SUBLEASES

9.01. LANDLORD'S CONSENT REQUIRED FOR ASSIGNMENTS. Tenant shall not assign this Lease in whole or in part without the prior Consent of Landlord, which may be withheld, in the Landlord's sole discretion, if the proposed assignee is not a tax-exempt organization under the Code and has not committed in writing to continuation of Tenant's mission with respect to the Leased Premises. Prior to any assignment for which Landlord's Consent is required, Tenant shall give Notice to Landlord of the proposed assignee and the terms of the proposed assignment, and upon request of Landlord, Tenant will provide Landlord with any other information reasonably requested by Landlord for the purpose of evaluating the proposed assignee. Information requested by Landlord may include information about the proposed assignee's business operations, parking requirements, financial strength and creditworthiness. The Consent by Landlord to any assignment shall not constitute a waiver of the necessity for such Consent to subsequent assignment. Unless Landlord gives Consent to the release of Tenant, no assignment or acceptance of any

rent from any party in possession of the Leased Premises shall constitute a release of Tenant from the obligations under this Lease. By accepting the assignment of this Lease, any assignee assumes all obligations of Tenant to Landlord from and after the date of the assignment, jointly and severally with Tenant. Any attempted assignment by Tenant without the prior Consent of Landlord shall be void.

9.02. SUBLEASING PROHIBITED. Subleasing is strictly prohibited, except with respect to the small apartment in the Raymond-Ambler House, subject to the provisions and restrictions in Section 12.01, Section 12.02 and Section 12.03. Any attempted sublease in violation of this Section 9.02 shall be void.

9.03. LANDLORD'S RIGHT TO TERMINATE UPON THE OCCURRENCE OF CERTAIN ASSIGNMENTS. Except for an assignment for which Consent is given in Section 9.01, if Tenant gives Landlord any Notice of proposed assignment of this Lease, then Landlord may, by Notice to Tenant, terminate this Lease by lapse of time, effective on the date specified in Landlord's termination Notice. Landlord's termination Notice under this Section must be given within one (1) month after Notice of the proposed assignment from Tenant, unless, within two (2) weeks after the Notice from Tenant, Landlord makes a request to Tenant for further information with which to evaluate the proposed assignee, in which event the time within which Landlord may give Notice of termination shall be extended to one (1) month after Tenant has provided the further information to Landlord. Landlord's termination Notice must specify an effective date for the termination, and if the termination Notice is given, this Lease shall come to an end by lapse of time as if the Term had always expired on the effective date of the termination, and provided Tenant has vacated the Leased Premises in accordance with the provisions of this Lease, Tenant shall be deemed to be released from any further liability or obligations of Tenant under this Lease arising from and after the date Tenant has vacated. Notwithstanding the above, Tenant shall upon receipt of Landlord's Notice of termination have the right to reinstate the Lease within one (1) week by notifying Landlord that it will not assign this Lease.

ARTICLE X SECURITY DEPOSIT

10.01. SECURITY DEPOSIT. No security deposit has been paid or will be required to be paid by FOAF to the Town under this Lease.

ARTICLE XI CASUALTY DAMAGE

11.01. DAMAGE OR DESTRUCTION. Tenant shall give prompt Notice to the Town of any damage by fire or other casualty (a "Casualty") to any of the Habitable Buildings or any portion thereof. During the three (3) month period following the occurrence of a Casualty (the "Notice Period"), the Town will notify Tenant of the Town's estimate of the period of time required to complete the restoration work and the Town shall proceed to repair the damage or destruction with reasonable diligence.

ARTICLE XII TERMS AND CONDITIONS APPLICABLE TO SPECIFIC BUILDINGS

12.01. RAYMOND-AMBLER HOUSE. The following provisions apply specifically to the Raymond-Ambler House.

(a) The Raymond-Ambler House is a historic building that is the subject of an ongoing renovation project. The Town and FOAF will cooperate with each other in efforts to raise funds for completion of the renovation project through appropriations and grants. The Town will have responsibility

and control over the design, procurement and construction phases of the renovation project. The Town will consult with FOAF and FOAF will have the right to provide advice and recommendations regarding the renovation project. FOAF may permit an employee of FOAF to occupy the small apartment in the Raymond-Ambler House for residential use pursuant to a written sublease, license agreement or occupancy agreement provided that FOAF complies with Section 12.03.

(b) Notwithstanding the proscription of subleasing in Section 9.02, FOAF may license the use of areas of the Raymond-Ambler House and surrounding grounds to the public for catered events, seminars, corporate retreats, birthday parties and the like, subject to compliance with the Special Permits. FOAF shall require each licensee to sign a license agreement that includes a clause waiving and releasing all claims against the Town for claims arising out of the licensee's use of the Leased Premises.

12.02. YELLOW HOUSE. The following provisions apply specifically to the Yellow House.

(a) Whereas the Yellow House is not included in the Leased Premises, nothing in this Lease shall be interpreted as precluding or requiring the Town and FOAF from entering into a public-private partnership agreement or similar contract to solicit and raise funds from the public, governmental organizations, corporate sponsors or philanthropic organizations for the purpose of renovating and/or maintaining the Yellow House.

(b) As of the Effective Date, the Yellow House is vacant and not fit for habitation. In order to become habitable, the Yellow House will require remediation of lead paint and asbestos and extensive interior and exterior renovation work. The Town reserves the right to demolish the Yellow House if the Town determines that the cost of remediation and renovation is prohibitive. If the Yellow House is restored to habitable condition, then the Town may decide to lease the Yellow House directly to an individual or family for residential use. The Town acknowledges that it may be desirable for an FOAF employee to occupy the Yellow House. The Town will consult with FOAF as to such an employee-occupancy arrangement prior to offering the Yellow House for lease.

(c) In the event that the Town elects to sell the Yellow House and/or Parcel B, FOAF shall have the right to terminate this Lease.

12.03. RESIDENTIAL SUBLEASES. FOAF acknowledges that residential leases are governed by a variety of State laws. FOAF will not permit the Yellow House or a small apartment in the Raymond-Ambler House to be occupied by anyone who has not entered into a written agreement that has been reviewed and approved by the Town's Board of Selectmen and Town Attorney.

12.04. CARRIAGE BARN AND SURROUNDING GROUNDS. FOAF may license the use of the Carriage Barn and surrounding grounds to the public for catered events, seminars, corporate retreats, birthday parties and the like, subject to compliance with the Special Permits. FOAF shall require each licensee to sign a license agreement that includes a clause waiving and releasing all claims against the Town for claims arising out of the licensee's use of the Leased Premises.

12.05. RED BARN. The Red Barn is intended to be used only in connection with FOAF's operations and shall not be licensed to any third party without the prior Consent of the Town.

ARTICLE XIII TERMS AND CONDITIONS APPLICABLE TO OTHER AREAS

13.01. SOCCER FIELDS AND PARKING. This Section is intended to memorialize the existing

arrangement and agreement between FOAF and the Wilton Soccer Association regarding use of the Soccer Fields and Parking Lot, based on the configuration as of September 2025. The Soccer Fields and Parking Lot are Town property and are not included in the Leased Premises. The Parking Lot is dedicated for use by parents and spectators whenever matches or practices sponsored by the Wilton Soccer Association (“Soccer Programs”) are in progress. At all other times, visitors to FOAF may park their vehicles in the Parking Lot. FOAF shall coordinate the scheduling of FOAF’s special events with the Town’s Department of Parks and Recreation so as not to interfere with Soccer Programs. FOAF shall permit the use of the Overflow Parking Area by parents, guardians and family members of children participating in soccer matches on autumn weekends during the eight to ten week period when the Soccer Fields are at peak use, provided that FOAF will be responsible for roping off the Overflow Parking Area, and the Town will indemnify and hold harmless FOAF from claims arising out of any personal injuries and property damage arising out of use of the Overflow Parking Area by parents, guardians and family members of children participating in soccer matches unless the personal injury or property damage was caused by the negligence or willful misconduct of an agent, employee, officer, director or volunteer of FOAF.

**ARTICLE XIV
LANDLORD’S LIABILITY LIMITATIONS**

14.01. NO LIABILITY FOR THEFT AND VANDALISM. All personal property, machinery and equipment of Tenant located on the Leased Premises or within any Habitable Building or other structure shall be kept at Tenant’s own risk, and the Town shall not be responsible for any theft or vandalism of Tenant’s property or any property of any agent, employee, volunteer, contractor, customer, patron, member or invitee of Tenant, unless the theft is committed by an agent of the Town and Tenant shall indemnify and hold the Town harmless from any claim against the Town by any agent, employee, volunteer, contractor, customer, patron, member or invitee of Tenant based upon any allegation of theft or vandalism for which the Town's liability is disclaimed under this Section.

**ARTICLE XV
DEFAULTS AND ENFORCEMENT OF LEASE**

15.01. EVENTS OF DEFAULT BY TENANT. Tenant will be in default of Tenant’s obligations under the Lease upon the happening of any of the following (each an “Event of Default”).

(a) Tenant becomes insolvent, files a bankruptcy petition, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, makes a liquidating distribution of assets, or forfeits or loses its right to conduct business in the State of Connecticut.

(b) The filing of a petition by a creditor of FOAF of a petition under the U.S. Bankruptcy Code for the liquidation of FOAF which petition is not withdrawn or dismissed within ninety (90) days.

(c) The appointment of a receiver for FOAF under Connecticut law.

(d) The filing by FOAF of a certificate of dissolution.

(e) FOAF ceases to qualify as a tax-exempt organization under the Code.

(f) The sale or transfer by FOAF of substantially all of its assets to any person, entity, organization or firm who is not a permitted assignee hereunder.

(g) Tenant fails to cure, within thirty (30) days after Notice to Tenant, the noncompliance by Tenant with any Municipal Law, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Tenant will not be in default as long as Tenant has commenced the cure of the non-compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

(h) Tenant fails to cure, within thirty (30) days after Notice to Tenant, the noncompliance by Tenant with any other obligation of Tenant under this Lease, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Tenant will not be in default as long as Tenant has commenced the cure of the non-compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

15.02. REMEDIES ON ACCOUNT OF DEFAULT. Upon the occurrence of an Event of Default, the Town may terminate this Lease and recover possession of the Leased Premises and the Town may exercise any other remedy available under the law to the Town on account of a breach of lease by Tenant.

15.03. COSTS OF ENFORCING LEASE. The Town shall be entitled to reimbursement from Tenant of the reasonable costs of enforcement of this Lease incurred by the Town (including a reasonable attorney's fee) in any action or proceeding (whether or not suit is brought) of the Town to enforce the provisions of this Lease on account of any failure of Tenant to adhere to Tenant's obligations under this Lease, provided that the Town prevails in such action or proceeding.

15.04. JURY WAIVER, FORUM AND VENUE. The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the Town and Tenant, Tenant's use or occupancy of the Leased Premises, and/or claim of injury or damage. In any dispute between the Parties relating to the tenancy hereby created, unless the Parties agree otherwise, the exclusive forum for any legal action shall be the Connecticut state court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the Parties.

ARTICLE XVI VACATING AT END OF TERM, HOLDING OVER

16.01. VACATING LEASED PREMISES AT END OF TERM. At the expiration of the Term, whether by lapse of time or for any other reason, Tenant will surrender the Leased Premises to the Town, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear excepted. All keys to any doors at the Leased Premises shall be turned over to the Town upon the surrender, and Tenant shall provide the Town with any other means for opening any other locks (safes, vaults, etc.) at the Leased Premises upon the surrender. Prior to the surrender, Tenant shall: (a) remove any alteration made in any Habitable Building by Tenant without the Town's Approval; and (b) repair and/or restore the Leased Premises and/or Habitable Building as a result of any removal of any fixture or improvement removed by Tenant. Without diminishing Tenant's responsibility to remove items from and repair damage in the Leased Premises at the end of the Term, if, prior to Tenant's vacating of the Leased Premises, Tenant fails to remove any item of personal property or any improvement that it is Tenant's responsibility to remove, all such items will become the property of the Town.

16.02. HOLDING OVER. If Tenant holds over beyond the end of the Term with the Consent of the Town, then the provisions of the hold over tenancy shall be the same provisions set forth in this Lease governing the rights and obligations of the Parties during the Term, except that: the tenancy shall be on the

basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; there shall be no rights or options in Tenant to extend the Term, purchase any portion of the Leased Premises, exercise any right of refusal to any leasing or sale of any portion of the Leased Premises or any similar rights that may have been in effect during the Term; and the Base Rent for the hold over shall be the Base Rent in effect immediately prior to the end of the Term.

ARTICLE XVII MISCELLANEOUS PROVISIONS

17.01. NO WAIVER OF OBLIGATIONS. The waiver by the Parties of any breach by or obligation of the other Party of any provision in this Lease shall not be deemed to be a waiver of any other breach or obligation. The acceptance of any Rent by the Town or the payment thereof by Tenant shall not be deemed to be a waiver of any breach by either Party. No payment by Tenant or receipt by the Town of any payment which is less than the amount due shall be deemed to be a waiver of any right to obtain payment of the full amount due, and the Town may apply any payment by Tenant to any charge owed by Tenant to the Town under the provisions of this Lease, and no restrictive endorsement, statement of Tenant or any other attempt by Tenant to restrict the application of the payment in any contrary manner shall be operative or effective, and no endorsement on any check or payment made by or on the behalf of Tenant shall be deemed as any accord and satisfaction for any obligation, other than satisfaction of the charge to which the Town has applied the payment. No waiver of any breach or obligation of either Party shall be effective unless in writing by the Party charged with the waiver.

17.02. ENTIRE AGREEMENT. This Lease, including any exhibits attached to it or referenced by it, constitutes the entire agreement between the Parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either Party unless in writing by the Party to be charged.

17.03. SEVERABILITY. The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

17.04. HEADINGS NOT TO LIMIT EFFECT OF LEASE. The headings for the articles and sections of this Lease are inserted for ease of reference only and no heading shall be interpreted to limit the operation of any language contained in the article or section following the heading.

17.05. FORCE MAJEURE. If the Town or Tenant is delayed in, hindered in, or prevented from, performing any act required under this Lease, except for the payment of money, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, public health emergency, riots, terrorism, insurrection, war or other reason of a like nature not the fault of the Party whose act is delayed (“Force Majeure”), then as long as the Party whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

17.06. LANDLORD’S ENTRY INTO LEASED PREMISES. The Town and the Town’s agents, employees and other representatives shall have the right to enter into and upon the Leased Premises and Habitable Buildings at all reasonable hours, upon reasonable advance written or oral notice to Tenant and consistent with Tenant’s security requirements, for the purpose of examining the Leased Premises and Habitable

Buildings or making such repairs or alterations therein as may be necessary, in the Town's reasonable discretion, including renovation of the Raymond-Ambler House and Yellow House. The Town's entry under this Section may be made at any hour and without notice in the case of emergency. During any period in which Tenant is in possession of the Leased Premises, Tenant will provide the Town with a key or set of keys, pass code(s) and any other means necessary for the Town to gain emergency access to the Habitable Buildings and all other structures on the Leased Premises in accordance with the provisions of this Section, and Tenant shall update the key, keys, pass code(s) or other means of access on hand with the Town at any time the locks to a Habitable Building or other structure are changed or an intrusion detection system is altered.

17.07. CHOICE OF LAW. Connecticut law shall apply to all state law matters arising under this Lease.

17.08. REAL ESTATE BROKERS. Tenant represents that no real estate agent has shown the Leased Premises to Tenant or has otherwise brought the Leased Premises to Tenant's attention. If any claim is made by any real estate agent or broker for a commission based upon the allegation that that agent or broker showed the Leased Premises to Tenant or was otherwise the procuring cause of this Lease, then Tenant will defend the claim and save the Town harmless from that claim.

17.09. EXAMPLES AND USE OF ITALICS. In order to illustrate the operation and effect of certain provisions of this Lease, italicized examples are sometimes used. Italicized examples are provided for convenience only, not for emphasis. Examples found in this Lease shall not be construed as overriding the meaning of the words in the section or sections in which the examples or italicized words are found.

17.10. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Lease may be executed and notarized in any number of counterparts, each of which when so executed and notarized shall be deemed to be an original, and all of which when taken together shall constitute one and the same Lease. The Parties agree that this Lease may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Lease. The Parties intend that faxed or electronic signatures constitute original signatures and that a Lease containing the signatures (original, facsimile or electronic) of both of Parties is binding on the Parties once sent via facsimile or via electronic mail or delivered to the other Party or the other Party's counsel.

17.11. LANGUAGE CONVENTIONS.

(a) References to "months" in this Lease (*for example, six (6) months after the Delivery Date*) refer to calendar months regardless of whether the month consists of 28, 30 or 31 days. *For example, six months after January 15 will be deemed to be July 15.*

(b) References to "weeks" in this Lease refer to seven consecutive days, including Saturdays, Sundays and legal holidays.

(c) References to "days" in this Lease refer to any day, inclusive of Saturdays, Sundays and days on which banks are closed in the State of Connecticut.

(d) Unless otherwise indicated, the words "include", "includes" and "including" mean "include but are not limited to", "includes, but is not limited to", "including, without limitation" or "including, but not limited to" as applicable in the context of the clause or provision.

17.12. APPROPRIATION OF FUNDS. Notwithstanding anything in this Lease to the contrary,

performance of the Town's obligations under this Lease is expressly contingent upon appropriation of funds through the Town's customary annual budgetary process, including approval by the Board of Selectmen and Board of Finance and budget approval by the Annual Town Meeting. In the event the Town does not provide reasonably adequate funding for Ambler Farm in its annual budget to fulfill its obligations under the lease, FOAF may terminate the lease.

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IN WITNESS WHEREOF, each Party has caused this Lease to be executed on the date below written, the date of the Lease being as of the Effective Date set forth on Page 1, if different than the date of execution for either Party.

TENANT: **FRIENDS OF AMBLER FARM, INC.**

Signature _____

Name _____

Title _____

Date _____

LANDLORD: **TOWN OF WILTON**

Signature _____

Name _____

Title _____

Date _____

{Signature page to Municipal Lease Agreement}

EXHIBIT A
AERIAL VIEW OF LEASED PREMISES

{Please see separate PDF file for the time being. A copy of the Aerial View will be attached when the Lease is ready for signing.}

**EXHIBIT B
DEED RESTRICTONS**

{Please see separate PDF file for the time being. A copy of the Deed Restrictions will be attached when the Lease is ready for signing.}

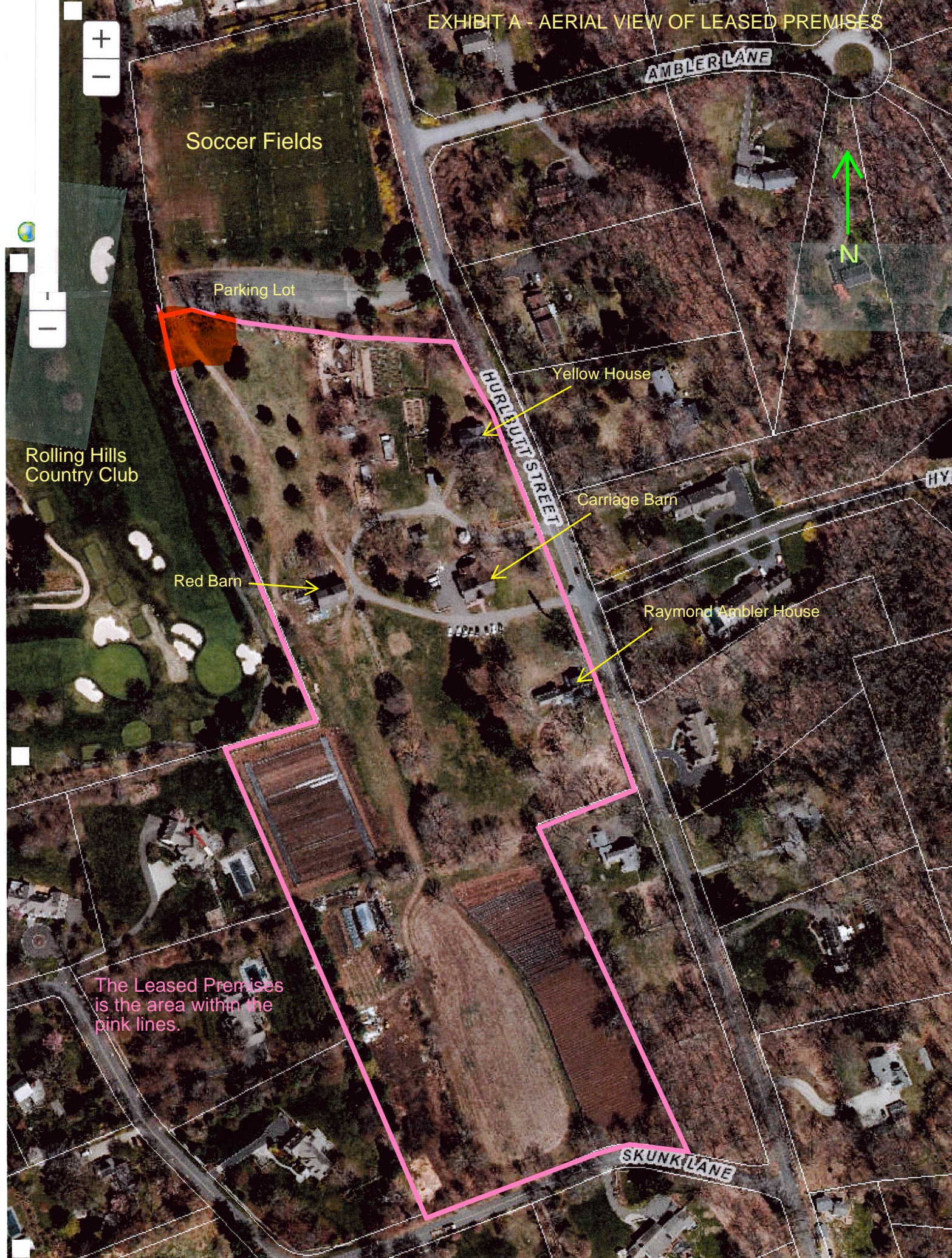
**EXHIBIT C
SPECIAL PERMITS**

{Please see separate PDF file for the time being. A copy of the Special Permits will be attached when the Lease is ready for signing.}

EXHIBIT D
FOAF'S CORPORATE MISSION STATEMENT

{To be attached}

EXHIBIT A - AERIAL VIEW OF LEASED PREMISES



Soccer Fields

AMBLER LANE



Parking Lot

Rolling Hills Country Club

Yellow House

HURMONT STREET

Carriage Barn

Red Barn

Raymond Ambler House

The Leased Premises is the area within the pink lines.

SKUNK LANE