

SUBLEASE

THIS SUBLEASE is made and entered into as of this 1st day of October, 2017, by and between The Garden Education Center of Greenwich Inc. ("Landlord") and The Greenwich Tree Conservancy Inc. ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. **Property Address:** Montgomery Pinetum, Bible Street, Cos Cob, CT 06807.
- B. **Tenant's Address:** until the Commencement Date: P.O. Box 4215, Greenwich CT 06831; thereafter, the Premises at the Montgomery Pinetum, Bible Street, Cos Cob, CT 06807.
- C. **Landlord's Address (for notices):** P.O. Box 1600, Cos Cob, CT 06807.
- D. **Prime Landlord:** The Town of Greenwich (the "Town").
- E. **Prime Landlord's Address (for notices):** c/o The First Selectman's Office, Town Hall, 101 Field Point Road, Greenwich CT 06836-2540.
- F. **Identification of Prime Lease and all amendments thereto:** Lease dated October 1, 2017. By and between the Town and The Garden Education Center of Greenwich, Inc.
- G. **Sublease Term:** Ten (10) years, October 1, 2017 – September 29, 2027.
- H. **Commencement Date:** October 1, 2017.
- I. **Expiration Date:** September 29, 2027; provided, nevertheless, that either party shall, upon thirty (30) days prior written notice given to the other party, have the right to sooner terminate the term of this Sublease.
- J. **Base Rent:** \$6,000.00 per annum, payable in equal monthly installments of \$500.00 each.
- K. **Payee of Rent:** Landlord
- L. **Address for Payment of Rent:** The Garden Education Center of Greenwich Inc., Montgomery Pinetum, Bible Street, Cos Cob CT 06807
- M. **Sublease Share:** N/A
- N. **Description of Premises:** Four (4) rooms on the second floor of the West Wing of the former mansion owned by the Town and located within the Montgomery Pinetum Park in the Town of Greenwich, which rooms are more particularly described as follows:

- Library with fireplace measuring: 23 x 18 feet
- Bathroom off Library measuring: 5 x 11 feet
- Office off Library measuring: 13 x 8 feet
- Storage off Office measuring: 9 1/2 x 4 feet

In addition, and subject to Landlord's prior approval, Tenant shall be permitted, without additional charge, to have occasional use of the meeting room in the Main Building and the Greenhouse.

O. **Security Deposit:** N/A

P. **Tenant's Use:** General and administrative offices, and instructional spaces, in connection with Tenant's non-profit purposes.

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Town identified in *Section 1(D)*, bearing the date specified in *Section 1(F)*. Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between the Town and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in *Section 1(N)* (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") legally described in *Exhibit A* attached hereto and made a part hereof.

4. **TERM.** Subject to *Section 5*, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in *Section 1(H)*; or

B. The date Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in *Section 1(I)*, unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises on or before the date specified in *Section 1(H)* in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in *Section 1(P)*.

7. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in *Section 1(J)* to the Payee specified in *Section 1(K)*, at the address specified in *Section 1(L)*, or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to

Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to the Town for an equivalent default under the Prime Lease.

8. ADDITIONAL RENT. N/A

9. OBLIGATIONS OF THE PARTIES.

- A. Tenant shall be responsible for, and shall pay all charges incurred for telephone service to the Premises. Tenant shall hold Landlord harmless from all costs or expenses Landlord may incur from Tenant's failure to pay bills for telephone charges.
- B. Except for the charges which are Tenant's responsibility pursuant to sub-paragraph A of this Section 9, Landlord shall be responsible for all utility charges, cleaning and general maintenance and repair of the Premises.

10. QUIET ENJOYMENT. Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Town, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord.

11. TENANT'S INSURANCE. Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under sub-paragraph (A)(2) of Section 8 of the Prime Lease, naming Landlord, as well as the Town, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against the Town and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against the Town under the Prime Lease. Tenant agrees to obtain, for the benefit of the Town and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease. Landlord agrees to use reasonable efforts in good faith to obtain from the Town a waiver of claims for insurable property damage losses and an agreement from the Town to obtain a waiver of subrogation rights in the Town's property insurance, if and to the extent that the Town waives such claims against Landlord under the Prime Lease or is required under the Prime Lease to obtain such waiver of subrogation rights.

12. ASSIGNMENT OR SUBLETTING. Tenant shall not without the consent of Landlord and the Town (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof; or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Any cost of obtaining the Town's consent shall be borne by Tenant.

No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. RULES. Tenant agrees to comply with all rules and regulations that the Town has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. REPAIRS AND COMPLIANCE. Landlord shall promptly pay for the repairs set forth in *Section 9(B)* hereof and Landlord shall, at its own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises.

15. FIRE OR CASUALTY OR EMINENT DOMAIN. In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations; Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. ALTERATIONS. Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall nonetheless be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of the Town, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. SURRENDER. Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal

property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which the Town may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or the Town requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. REMOVAL OF TENANT'S PROPERTY. Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's use of the Premises ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. HOLDING OVER. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to the Town by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior

to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. ENCUMBERING TITLE. Tenant shall not do any act which shall in any way encumber the title of the Town in and to the Building or the Property, nor shall the interest or estate of the Town or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of the Town in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to the Town and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of non-payment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. INDEMNITY. Tenant shall indemnify, defend and save the Landlord and the Town harmless from and against all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, which Landlord may incur, or for which Landlord may be liable to the Town, including reasonable attorneys' fees, paid suffered or incurred as a result of (i) any breach by the Tenant, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees, of any covenant or condition of this Lease; or (ii) any negligence or willful act of the Tenant, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees; or (iii) the use and occupancy of the Premises by the Tenant, its officers, agents, employees, tenants, lessees, licensees or invitees which are the subject matter of any indemnity or hold harmless of Landlord to the Town under the Prime Lease.

22. LANDLORD'S RESERVED RIGHTS. Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. DEFAULTS. Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent or other financial obligation required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in *Section 11* of this Sublease or shall default with respect to lien claims as set forth in *Section 20* of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

24. REMEDIES. Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which the Town may exercise for default by Landlord under the Prime Lease.

25. SECURITY DEPOSIT. N/A

26. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in *Section 1(B)* or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in *Section 1(C)* or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to the Town

and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from the Town. Such copies shall be delivered by overnight commercial courier.

27. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to the Town under the Prime Lease;

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Landlord shall not agree to an amendment to the Prime Lease which might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior written approval thereof.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by the Town under the Prime Lease. Landlord shall have no duty to perform any obligations of the Town which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Town is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of the Town in the performance or observance by the Town of any of its obligations under the Prime Lease, nor shall such default by the Town affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by the Town excuses performance by Landlord, under the Prime Lease. Notwithstanding the foregoing, the parties contemplate that the Town shall, in fact, perform its obligations under the Prime Lease and in the event of any default or failure of such performance by the Town, Landlord agrees that it will, upon notice from Tenant, make demand upon the Town to perform its

obligations under the Prime Lease and, provided that Tenant specifically agrees to pay all costs and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Prime Lease.

28. **ADDITIONAL SERVICES.** Landlord shall cooperate with Tenant to cause the Town to provide services, if any, required by Tenant to be provided by the Town under the Prime Lease. If required by the provisions of the Prime Lease, Tenant shall pay the Town's charge for such services promptly after having been billed therefor by the Town or by Landlord. If at any time a charge for such services is attributable to the use of such services both by Landlord and by Tenant, the cost thereof shall be equitably divided between Landlord and Tenant.

29. **TOWN'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by the Town, acting by both the Board of Selectmen and the Representative Town Meeting. Tenant shall promptly deliver to Landlord any information reasonably requested by the Town (in connection with the Town's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of the Town, that this Sublease and the Town's consent hereto shall not (a) create privity of contract between the Town and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless the Town shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of the Town's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of the Town's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. the Town's consent shall, however, be deemed to evidence the Town's agreement that Tenant may use the Premises for the purpose set forth in *Section 1(R)* and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to the Town's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If the Town fails to consent to this Sublease within ninety (90) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before the Town grants such consent.

30. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in *Section 1(0)*, whose commission shall be paid by Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

31. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

The parties have executed this Sublease as of the day and year first above written.

Landlord:
The Garden Education Center of Greenwich,
Inc.

By: _____
Its:

Tenant:
The Greenwich Tree Conservancy Inc.

By: _____
Its: