

**Proprietary Lease
Wildwood, Inc.**

Date: _____

Cottage Site No: (as shown on the attached Exhibit A, the "Cottage Site"): _____

Designated Parking Area (if located outside Cottage Site): _____

Stockholder(s) (collectively, if more than one, "Lessee"):

Mailing Address of Lessee: _____

Wildwood, Inc. Stock Certificate No.: _____

Wildwood, Inc., a Connecticut corporation ("Wildwood"), and Lessee hereby agree as follows:

1. **Leased Property.** Wildwood hereby demises and leases to Lessee, and Lessee hereby takes and leases from Wildwood, the following (the "Leased Property"): the Cottage Site identified above, together with, if applicable, the right to park in the Designated Parking Area, in the cooperative known as Wildwood, located in East Haddam, Connecticut, consisting of the land described in that certain Cooperative Certificate for Wildwood, Inc. dated May 13, 2011 and recorded in Volume 887 at Page 244 of the East Haddam Land Records (the "Property"). The Cottage Site is assigned to the Wildwood Stock Certificate identified above. Lessee shall also have the non-exclusive right to use, in common with others, the roads, passways, parking areas, and other common areas and facilities as may be located on the Property and not specifically leased to others.
2. **Term and Renewal.** The term of this lease shall commence as of October 1, 2011 and shall expire, unless sooner terminated in accordance with its provisions, on September 30, 2021. The term shall be automatically be extended and renewed for additional periods of ten (10) years each.
3. **Rent (Common Expenses).** Tenant shall pay as rent, when and as the same are due and payable, the common expenses and assessments made against the Share of Tenant pursuant to the Amended and Restated Bylaws of Wildwood, Inc., as the same may be amended (the "Bylaws") and the Connecticut Common Interest Ownership Act ("CIOA").

4. Taxes. Lessee shall be responsible for and pay all real estate and other taxes assessed against any buildings or other improvements located on the Cottage Site and, to the extent not reflected in common expenses assessed against the Cottage Site, the share of the Cottage Site's real estate taxes assessed against the Property.
5. Compliance by Lessee. The Bylaws of Wildwood and any Rules adopted pursuant to the Bylaws, as the same may be amended or supplemented, are incorporated herein by reference. Lessee agrees to abide by and comply with all provisions of said Bylaws and Rules, expressly including, without limitation, restrictions on occupancy of overnight and non-overnight guests. Lessee shall comply with all requirements, orders, or decrees of any governmental authority having jurisdiction that are imposed on Lessee and with any reasonable order or decree which may be made by Wildwood in response to and in order to comply with any such requirements, orders, or decrees issued to Wildwood.
6. Improvements on Cottage Site. At all times, Lessee shall, at the sole cost and expense of Lessee, maintain in good order and repair all buildings or other improvements that have been constructed on the Cottage Site. Lessee shall not make any exterior alterations or otherwise change the external appearance of any such buildings or improvements and shall not remove or construct any buildings and improvements on the Cottage Site without the prior written consent of Wildwood. In the event any buildings or improvements are damaged by fire or other casualty, Lessee shall, at the sole cost and expense of Lessee, promptly demolish or remove the damaged building and improvements and, if the buildings and improvements are damaged but not totally destroyed, the same shall be promptly restored. Any construction or repair or restoration of buildings and improvements on the Cottage Site shall be completed within twelve (12) months of commencement of construction, repair or replacement.
7. Reservation by Wildwood. Wildwood reserves the right to install, locate and re-locate roads outside of the Cottage Site, to construct or allow the construction of improvements and facilities outside of the Cottage Site, to grant easements for the installation, use, maintenance, repair and replacement of utilities (including through the Cottage Site), including potable water and wastewater utilities, to erect and maintain signs, and do any and all things as Wildwood deems necessary, convenient or appropriate for the proper operation of the Property.
8. Utilities. Lessee shall, at the sole cost and expense of Lessee, be responsible for payment for any and all utilities required or obtained by Lessee that serve the Cottage Site.
9. Insurance. Throughout the term of this lease, Lessee shall, at the sole cost and expense of Lessee, obtain and maintain in full force and effect: comprehensive public liability and property damage insurance, with a minimum single limit of \$300,000 for injury or death and damages to persons arising out of any one occurrence. The limits of coverage shall be increased as the Board of Directors of Wildwood shall from time to time require, provided that any increase in coverage shall be generally required from all lessees of cottage sites at the Property. Within ten (10) days of a request therefor by Wildwood and

at each renewal of the insurance described in this paragraph, Lessee shall deliver to Wildwood a certificate evidencing such insurance.

10. Indemnity. Except for negligent or intentional acts or omissions of Wildwood, Lessee shall indemnify and hold Wildwood harmless from and against any claims for bodily injury and/or property damage arising out of the occupancy or maintenance by Lessee of the Cottage Site and any buildings or improvement thereof.
11. Assignment and Subletting. This lease may not be assigned except in connection with the disposition of the Shares of the Tenant in accordance with the Bylaws. Lessee may not sublease any portion of the Cottage Site without the express prior written consent of Wildwood, which Wildwood may withhold in its sole discretion.
12. Quiet Enjoyment. Wildwood covenants that Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold, and enjoy the Leased Property subject, however, to any and all mortgages having priority over this lease.
13. Default. Lessee shall be in default under this lease if: (a) Lessee shall fail to make any payment of rent or any other money due under this lease for a period of thirty (30) days after written notice of such non-payment is given to Lessee, (b) Lessee shall fail to perform any other act or observe any obligation required of Lessee under this lease within the time provided herein and within thirty (30) days after written notice of such failure is given to Lessee (except, where the failure cannot reasonably be cured within said thirty (30) day period, if Lessee commences to cure such failure and thereafter proceeds with reasonable diligence to achieve such cure). In the event of such default, Wildwood, in addition to such other rights as Wildwood may have under the Bylaws and CIOA, shall have the right to terminate this lease and evict Lessee in the same manner as provided by law in the case of an unlawful holdover by a tenant. In addition, Wildwood shall be entitled to recover all costs and expenses, including reasonable attorney's fees as awarded by the court, in pursuing its remedies.
14. Miscellaneous.
 - a. Notices. Any required notice from one party to another under this lease shall be sufficient if such notice is in writing and shall be deemed to have been duly given or sent (a) when received, if dispatched by registered or certified mail (return receipt requested), (b) when received, if delivered in hand, or (c) on the following business day, if dispatched by a reputable overnight courier which requires a signature of the receiving party, if to Lessee, at the address for Lessee for notices from Wildwood to Lessee as a Stockholder of Wildwood, and if to Wildwood at the address of the president of Wildwood as shown on the latest annual report of Wildwood as filed with the office of the Connecticut Secretary of the State (or at such other address as may hereafter be specified by such party from time to time by like notice

- b. **Governing Law.** This lease shall be construed and enforced in accordance with the laws of the State of Connecticut.
- c. **Severability.** If any provision of this lease or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this lease or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- d. **Waiver.** The failure by either party to enforce against the other any term or provision of this lease shall not be deemed to be a waiver of such party's right to enforce against the other party by the same or any other such term or provision in the future.
- e. **Interpretation.** The headings or captions in this lease are included only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease or the scope or content of any of its provisions. Words of any gender used in this Agreement shall be deemed to include any other gender and words in the singular number shall be deemed to include the plural when the sense of the words requires the same.
- f. **Calculations of Time Periods.** Any reference to "days" unless qualified (as, for example, "business days") means calendar days. "Business" days are calendar days other than Saturday, Sunday or a federal or State of Connecticut legal holiday. Whenever a date or deadline would fall on a day that is not a business day, such date or deadline shall be extended to the next business day. Time is of the essence with respect to all dates and deadlines provided herein.
- g. **Binding Effect.** This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

In Witness Whereof, Wildwood and Lessee has caused this lease to be executed as of the date and date first above written.

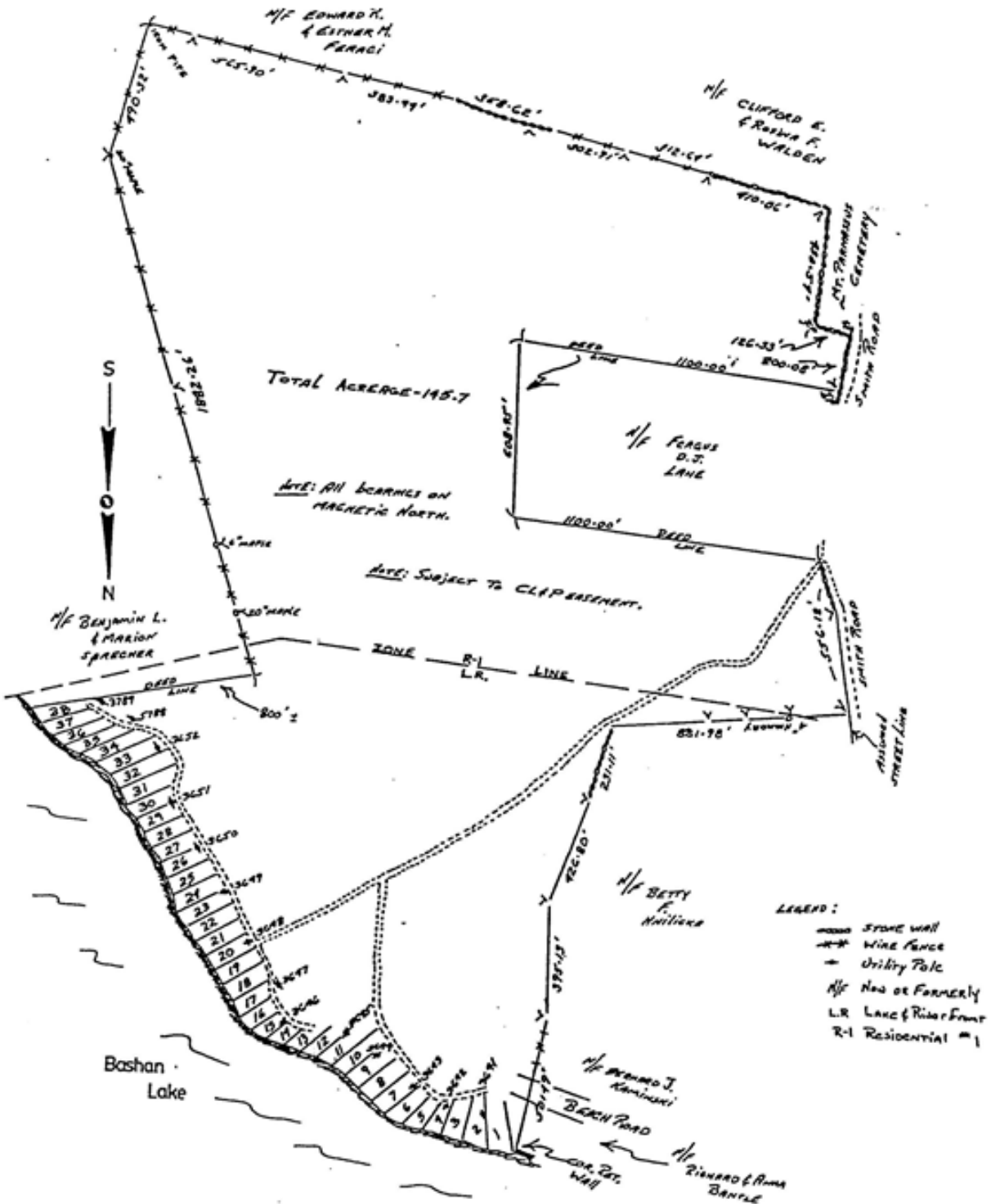
Wildwood, Inc.

Lessee:

By: _____

Its President

EXHIBIT A



REPRODUCED FROM PLAN OF
LAND FOR GREGORY M. COOK
EAST HADDAM, CT.
Wildwood, INC. 1981