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**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
NEWTON ANGINO COMMUNITY FARM**

AMENDMENT #4

This Amendment #4 is entered into this 17th day of December, 2009, by and between Newton Community Farm, Inc., a nonprofit corporation organized under chapter 180 of the Massachusetts General Laws with a principal place of business at 303 Nahanton Street, Newton, Massachusetts 02459 (hereinafter "OPERATOR") and the City of Newton, a municipal corporation with an address at 1000 Commonwealth Avenue, Newton, Massachusetts 02459, acting by and through the Newton Farm Commission, but without personal liability to its members (hereinafter "CITY");

WHEREAS, the OPERATOR has engaged in significant fundraising activities in order to operate and maintain the Farm in furtherance of the CITY's stated purposes for the Farm, as set out in Sec. 2-360 of the Newton Revised Ordinances, 2007; and

WHEREAS, the OPERATOR believes that development and implementation of its Business Plans for the Farm and its fundraising activities, which are needed to support capital improvements to the Farm, would be significantly benefited through a long-term extension of its Agreement with the CITY, now due to expire on March 2, 2011; and

WHEREAS, the CITY believes such extension will help support the stated purposes of the Farm, particularly its educational component, provided that there are opportunities during such long-term extension for the CITY to review OPERATOR'S success in meeting the stated purposes of the Farm as well as in meeting the goals set out in the OPERATOR'S annual Business Plans, and to take appropriate steps if necessary;

NOW THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. Paragraph 2.

Subparagraph 2.3 is deleted and the following new subparagraph is inserted in its place:

2.3. Extension of Term and Five Year Reviews.

The CITY agrees to a twenty (20) year extension to the term of this Agreement commencing upon the expiration of the current term established pursuant to Amendment #3 of this Agreement, thereby extending the current contract term starting on March 2, 2011, and continuing to and through March 2, 2031.

This twenty (20) year extension is subject to periodic reviews every five (5) years during which review the CITY shall have the option to terminate this Agreement based upon the CITY's reasonable determination of the best interests of the Farm.

Each Five Year Review shall commence on or after the following dates:

- September 1, 2015;
- September 1, 2020;
- September 1, 2025; and
- September 1, 2030.

It is anticipated that a Five Year Review will be concluded within approximately four (4) months. Following the Five Year Review, the CITY may exercise its option to terminate by giving the OPERATOR a written notice of termination no later than 90 days prior to the date of termination.

The option to terminate following each Five Year Review set forth in this subparagraph shall be in addition to the Termination provisions set forth in Paragraph 14 of the Agreement. As an alternative to exercising its option to terminate, the CITY in its sole discretion may elect to renegotiate the terms and conditions of this Agreement, provided that such renegotiated terms and conditions are acceptable to the OPERATOR.

Except as modified herein, all other terms and provisions of AGREEMENT and Amendments ##1, 2, and 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 in five originals.

NEWTON COMMUNITY FARM, INC.

By: *Peter Bauman*
Title: BOARD PRESIDENT

CITY OF NEWTON

By: *James Harper*
James Harper, Chair
Newton Farm Commission

Approved as to legal form and character:

[Signature]
Associate City Solicitor

AMENDMENT APPROVED:

[Signature]
David B. Cohen, Mayor

Date

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:

Newton Community Farm corporation; and that
(insert name of corporation)

2. Peter Barrer is the duly elected
(insert name of officer who signed contract)

President of said corporation; and that
(insert title of officer)

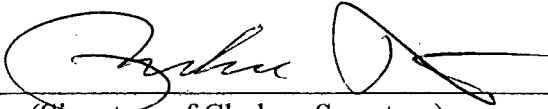
3. on 2/3/09 at a duly authorized meeting of the Board of
(insert date of meeting)*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

Peter Barrer, President of this corporation
(insert name and title of officer) (NOTE: Should be same as No. 2 above)

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: 
(Signature of Clerk or Secretary)

Name: Richard Dinjian
(Please print or type name of Clerk/Secretary)

DATE: 12/8/2009
(insert date Certificate signed by Clerk or Secretary)**

*This date must be **on or before** the date that the corporate officer signs the contract.

This date must be **on or after the date that the corporate officer signs the contract.

ATTESTATION

Pursuant to MG c. 62C, §49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

VERMONT COMMUNITY FARM, INC.

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*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: Peter J. Beane Brand President Date: 12/9/2009
Corporate Officer
(Mandatory, if applicable)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their nonfiling or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, §49A.