

CONTRACT FOR
DAY CAMP OPERATOR AND
MANAGEMENT OF REAL PROPERTY

Camp Sewataro
1 Liberty Ledge
Sudbury, MA

This Contract for Day Camp Operator And Management Of Real Property (this “Agreement”), is entered into on this 10th day of September, 2019 (the “Commencement Date”), by and between the Town of Sudbury, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776, (the “Town”), and Camp Sewataro, LLC, a Massachusetts limited liability company, with its principal place of business at 239 Moose Hill Street, Sharon, MA 02067 (the “Manager”). The Town and the Manager together may be referred to herein as the “Parties”.

Recitals

WHEREAS, the Town has entered into a purchase and sale agreement (the “P&S”) with the owner of certain parcels of land located at 1 Liberty Ledge, Sudbury, Massachusetts, together with the buildings and improvements thereon, consisting of approximately 44.3 acres of land (the “Property”) and the owner of certain personal property and intellectual property relating to the operation of a day camp thereon (together, the “Assets”) known as Camp Sewataro, and pursuant to the P&S, the Town expects to acquire ownership of the Property and the Assets on or about October 17, 2019; and

WHEREAS, on July 10, 2019, the Town issued a Request for Proposals (the “RFP”), a copy of which is attached as Exhibit 1 to this Agreement, the terms of which, to the extent not inconsistent with this Agreement, are incorporated herein by reference, soliciting proposals for an entity qualified to professionally operate a summer day camp on the Property and to professionally manage the Property on a year-round basis; and

WHEREAS, the Manager submitted a proposal in response to the RFP (the “Proposal”), a copy of which is attached as Exhibit 2 to this Agreement, the terms of which, to the extent not inconsistent with this Agreement, are incorporated herein by reference, and was awarded the contract on August 20, 2019, pursuant to the Town’s RFP selection process; and

WHEREAS, the Town and the Manager desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Manager will ensure that a first-rate summer day camp will be operated on the Property and that the Property will be professionally managed and maintained, all as more particularly set forth herein,

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – REAL PROPERTY

1.1 Property. The Property to be managed and maintained by the Manager during the Term (as defined in Section 2.1 below) is located at 1 Liberty Ledge, Sudbury, Massachusetts. The Property consists of approximately 44.3 acres of land together with three (3) single family residential homes and one 1-bedroom apartment (the “Residences”), one building presently used for office purposes, various structures presently used for day camp purposes, together with tennis courts, basketball courts, swimming pools, a swimming pond, a recreational pond, playing fields, open fields, horse riding stables and riding areas, and various other facilities used for day camp purposes.

1.2 Control of Property. The Property shall remain under the custody and control of the Town, acting by and through the Board of Selectmen pursuant to the terms of this Agreement. The Town hereby grants the Manager the right to enter and use the property for purposes relating to the operation of a day camp, the occupation of the Residences for residential purposes, the management and care of the Property, and for all other purposes permitted under this Agreement and to arrange for and permit the use of the Property by third parties all as is more particularly set forth hereinbelow.

1.2.1 Use of Residential Property and Other Excluded Properties. At all times during the Term, the Residences shall be for the sole and exclusive use of the Manager and its paid staff. Use of the Residences may be for year-round use and occupancy and/or seasonal residential use and occupancy. Any and all use of the Residences shall be at the sole risk, cost and expense of the Manager who shall be deemed the “landlord” for all purposes of residential landlord-tenant law in the Commonwealth of Massachusetts and the Town shall have no responsibility therefor whatsoever. Any other use of the Residences shall require the written consent of the Town. At no time shall the Manager charge rent or any other form of compensation or assessment to the occupants of the Residences, however, occupancy thereof may be treated as a benefit of employment with the Manager; provided however, to the extent that bills for utilities are in the name of the Manager or otherwise paid by Manager, occupants of the Residences may pay directly to the Manager the cost of such utilities without mark up or profit to the Manager. The Town shall have no responsibility or liability for any income tax liabilities that may be applicable in connection therewith.

1.2.2 Use of Property During Camp Season. The “Camp Season” shall be defined as June 1 through August 31 of each year during the Term. The Camp Season may be adjusted from time to time by mutual written agreement of the Manager and the Town. Unless otherwise agreed by the Parties in writing, during the Camp Season, use of the Property, by the Town and/or residents of the Town (excluding any residents of the Residences), shall be limited to the areas of the Property shown on the plans attached hereto as Exhibit 3 (the “Camp Season Public Access Area”). Such plans may be modified by mutual written agreement of the

Parties. Public access to the Property, including without limitation, the Camp Season Public Access Area, shall not be permitted during the hours in which camp is in session during the Camp Season.

- 1.2.3 Use of Property Outside of Camp Season. Unless otherwise agreed by the Parties in writing, for all periods of time during the Term other than the Camp Season, the Town and/or residents of the Town may use all open field areas, basketball courts, tennis courts and wooded areas at the Property (such areas being referred to as the “Public Access Area Outside of Camp Season”) pursuant to the second paragraph of Section 1.2.4 below. The Public Access Area Outside of Camp Season expressly excludes any yards serving or adjacent to the Residences.
- 1.2.4 Use of Property by Town Residents. During the Camp Season, the Camp Season Public Access Area may be used by residents of the Town each Monday through Friday from 6:00 p.m. until dusk and Saturdays, Sundays and federal holidays from 9:00 a.m. until dusk without charge to the Town or its residents. Notwithstanding the above, the Manager shall have the right to reasonably restrict such access temporarily from time to time for (i) programmatic activities scheduled in advance in conjunction with the Town, (ii) special events open to the public scheduled in advance with the Town and (iii) for purposes of maintaining such area or for camp uses. Public access to the Property shall not be permitted during the hours in which camp is in session.

For all periods of time during the Term other than during the Camp Season, the Public Access Area Outside of Camp Season may be used by residents of the Town each Monday through Sunday from 9:00 a.m. until dusk without charge to the Town or its residents. Notwithstanding the above, the Manager shall have the right to reasonably restrict such access temporarily from time to time for (i) programmatic activities scheduled in advance in conjunction with the Town, (ii) special events open to the public scheduled in advance with the Town and (iii) for purposes of maintaining such area or for camp staff training or other camp-related uses.

To the extent reasonably necessary, the Town shall implement rules, regulations and/or requirements to ensure orderly access to and use of the Property during the times it is available for public use.

Residents shall be required to “carry in and carry out” anything brought onto the Property, including trash.

- 1.2.5 Public Events. The Manager has proposed, and the Town supports, the scheduling of at least two (2) community events per year on the Property to be open to residents of the Town and other invited guests being (i) an Independence Day event and (ii) a Fall season event. Such events shall be

planned and coordinated with the Town, by and through its Parks and Recreation Department, or such other delegates as the Town Manager may designate. Unless otherwise agreed in writing by the Parties, all such public events shall be at the sole cost and expense of the Manager.

1.2.6 Programmatic Activities. The Manager has proposed, and the Town supports, the scheduling of programmatic activities on the Property from time to time, utilizing the Property and selected facilities thereon when not in conflict with the operation of the Camp at the Property. Such activities may include access by residents of the Town, and other invited members of the general public. Such events may be planned by the Manager, or shall be planned and coordinated with the Town, by and through its Parks and Recreation Department, or such other delegates as the Town Manager may designate. The cost of programmatic events planned with the Town, if any, shall be allocated by mutual agreement of the Parties.

1.2.7 Pets Prohibited. Excluding only pets belonging to residents of the Residences or service animals, at no time shall any dogs or other domestic animals be permitted on the Property. For purposes of this section, horses on the Property in connection with day camp operations shall not be considered to be domestic animals or pets.

1.3 Condition of the Property. The Property, and any and all personal property, and intellectual property, is delivered to the Manager, and the Manager accepts all such property, in its present condition, "AS IS," it being agreed that the Manager has had an opportunity to examine and inspect all such property, and, except as otherwise expressly set forth in this Agreement, accepts all such property without any representation or warranty, express or implied, in fact or by law, on the part of the Town or any other party and without recourse to the Town. The Town has made no representations or warranties of any kind with respect to such property for its use for any particular purpose.

ARTICLE 2 – TERM

2.1 Term of Agreement. Subject to the terms, provisions, covenants, and conditions of this Agreement, the Term of this Agreement (the "Term") shall be three (3) years beginning on the date first written above and ending on the third anniversary thereof.

Notwithstanding the above, in the event that the Town does not acquire title to the Property and the Assets by November 30, 2019, then, unless otherwise agreed by the Parties in writing, this Agreement shall terminate and be of no further force or effect. The Manager acknowledges and agrees that until such time as the Town acquires title to the Property and the Assets, any actions, activities, solicitations, and the incurring of any costs and expenses of any kind or nature on the part of the Manager shall be at the sole cost, expense and risk of the Manager and the Town shall have no responsibility therefor whatsoever.

2.2 Extension Term. The Term may be extended for up to two (2) additional terms of five (5) years each by mutual written agreement of the Parties, provided however, that the

Manager has substantially complied with all material terms and conditions of this Agreement. Notice of intent to extend the Term shall be delivered by the requesting party (either the Manager or the Town) not later than June 30 on the last year of the then current term. The party receiving the notice of intent to extend the Term shall have thirty (30) days to accept the request to extend the Term or to reject the request to extend the Term. During an extension term, the Annual Fee, as hereinafter described, shall be those amounts set forth on Exhibit 4 attached hereto. There shall be no “constructive approval” of a request to extend the Term for failure to respond or otherwise agree to a request to extend the Term. A failure of one party to timely respond to a request for an extension of the Term, or the failure to reach a mutual agreement thereon, shall be deemed an election by the receiving party not to renew the Term and this Agreement shall then terminate as of the last day of the then current Term.

ARTICLE 3 – MANAGEMENT FEE

3.1 Management Fee. The Management Fee to be paid to the Town by the Manager during the initial three year Term shall consist of (A) the “Annual Fee” and (B) the “Revenue Share Payment”.

(A) The Annual Fee shall be One Hundred Twenty Thousand Dollars (\$120,000.00) per each year of the initial Term to be paid in equal installments of Sixty Thousand Dollars (\$60,000.00) each due and payable on or before May 1, 2020, December 1, 2020, May 1, 2021, December 1, 2021, May 1, 2022, and December 1, 2022;

(B) The Revenue Share Payment shall be:

Twenty percent (20%) of the first Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue (as defined below);

plus

Twenty-Five percent (25%) of the next Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue;

plus

Thirty-Three and Thirty-Three One Hundredths percent (33.33%) of all of Manager’s Net Revenue in excess of One Million Dollars (\$1,000,000.00).

The Annual Fee paid and received by the Town shall be deemed to be an operating expense of the Manager and therefore deducted from Manager’s Net Revenue (defined below) in the calculation of the Revenue Share Payment.

The Revenue Share Payment shall be due on or before December 15 of each year of the initial Term.

3.1.1 Net Revenue. Manager’s “Net Revenue” shall be defined as any and all revenues and receipts of any kind the Manager received during its fiscal year minus reasonable usual and customary operating expenses associated with day camp operations, programmatic activities on the Property, or other events on the Property.

Reasonable usual and customary operating expenses (“Operating Expenses”) shall be defined as year-round and seasonal staff salary and payroll (including any salary or other compensation paid to Scott Brody individually), employee benefits (excluding any benefits attributable to the use of the Residences), payroll taxes, the summer day camp program, sales and marketing, food and beverage, building and grounds maintenance and repairs, custodial services, janitorial services, landscaping, third-party contractors (provided that any such contractors are procured and compensated pursuant to good faith, arm’s length transactions), travel and transportation, bank and credit card fees, insurance, utilities, and principal and interest payments on associated debt service and capital expenses approved in writing by the Town. Operating Expenses shall not include Manager’s taxable profit. Operating Expenses shall not include the value of any so-called scholarships granted to any camper.

The salary and any other compensation paid to Scott Brody individually or through any other legal entity that is included within Operating Expenses shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the first year of this Agreement; One Hundred Fifty-Four Thousand Five Hundred Dollars (\$154,500.00) for the second year of this Agreement; and One Hundred Fifty-Nine Thousand One Hundred Thirty-Five Dollars (\$159,135.00) for the third year of this Agreement. In the event that the Term is extended, Scott Brody’s salary for each year of any extension term shall not exceed a three percent (3%) increase above the prior year’s salary.

A consulting fee, salary, or any other compensation paid to Mark Taylor (whether individually or through any other legal entity), not to exceed Thirty Thousand Dollars (\$30,000.00), may be included in Operating Expenses, but only for the first year of the initial Term of this Agreement. Manager may not include any consulting fee to Mark Taylor (whether individually or through any other legal entity) in Operating Expenses in any subsequent year of the Term.

The Manager agrees that Camp Sewataro, LLC shall be the only entity to receive revenues and receipts and to pay expenses in any way related to the camp and the Property and that no individual, natural person or other legal entity shall be utilized to receive revenues or to pay expenses in any way related to the Property.

3.2 Recordkeeping. Proper books and records of all revenues and expenses of the Manager shall at all times be kept by the Manager and subject to inspection and audit by the Town as hereinafter described. The Manager shall at all times keep and maintain complete and accurate records of all camper tuitions and other charges, usage or rental agreements, income, costs, and expenses in any way related to the Property. The Manager shall provide the Town with a financial statement and/or profit and loss statement audited by a certified public accountant (the “Manager’s Financial Statement”) reflecting all such information and such other information as the Town may reasonably request. Such statements shall be provided to the Town on or before November 15 of each year during the Term. Within thirty (30) days following its receipt of the Manager’s Financial Statement, the Town, upon written notice to the Manager, may elect to audit the books and records of the Manager to determine the accuracy of the Revenue Share Payment. Such audit shall be conducted by a certified public accountant with at

least ten (10) years' experience in the auditing of books and records who is not compensated on a contingent fee basis. The Manager may elect to provide electronic records to the Town and its auditor. The Manager agrees to meet from time to time with the Town for purposes of reviewing such records and discussing the management of the Property.

3.3 Management Fee Dispute Resolution. In the event of any dispute relating to the calculation of the Revenue Share Payment, including calculation of Net Revenue, Operating Expenses or recordkeeping, the Town's designated auditor and the Manager's designated auditor shall first attempt in good faith to resolve such dispute. In the event that the said two auditors are unable to resolve the dispute, the two auditors shall appoint a neutral party third auditor who shall be a certified public accountant having at least ten (10) years' experience in the auditing of books and records. The cost and expenses of the third auditor shall be shared equally by the Town and the Manager. The third auditor shall make a determination as to the disputed matter(s) and such determination shall be final and binding on the Parties.

ARTICLE 4 – CAMPER SCHOLARSHIPS

4.1 Camper Scholarships. The Manager shall award at least ten (10) "scholarships" to eligible campers, meaning reduced fee access to two-week sessions of camp, for each two-week session of camp. In the event that the Manager receives approval from the Planning Board to increase its daily camper capacity to above 600 per day, then the number of scholarships shall be not less than the number of additional campers above 600 that are approved, up to 650 campers. With respect to any scholarships provided by the Manager under this Section 4.1, the Manager shall have the right to determine the distribution of scholarships among the range of ages and gender identity of the campers. Scholarship campers shall be subject to the same camp policies, rules, and regulations as non-scholarship campers.

4.2 Eligibility for Scholarships. To be eligible for a scholarship, the camper must be a resident of Sudbury. The amount of the discount off of the standard camp tuition rate shall be on a sliding scale based upon parent/guardian income, need and financial eligibility pursuant to a formula to be established by and between the Manager and the Town of Sudbury by and through its social worker or other Town designee. The minimum camp tuition rate for a scholarship camper for a two week session shall be Four Hundred Dollars (\$400.00).

ARTICLE 5 – PERMITTED USES

5.1 Permitted Uses. The Property shall be used exclusively for the following purposes (the "Permitted Uses"):

(i) Operation of a summer day camp (subject to the receipt a Special Permit from the Sudbury Planning Board, a license from the Sudbury Board of Health, and the approval of any other governmental body having jurisdiction with respect to the operation of a summer camp at the Property). Horse riding camp activities are permitted.

(ii) Operation of programmatic activities. Such activities may be organized by the Manager alone, or in conjunction with the Town.

(iii) Limited use and access by residents of the Town of Sudbury as described in Section 1.2 above.

(iv) Special events (subject to such approvals from the Town of Sudbury or other governmental body having jurisdiction, as may be applicable.

(v) Use of the Residences for seasonal and/or year-round residential occupancy which shall be limited to staff of the Manager and their family members.

(vi) The serving of alcohol on the Property shall only be permitted pursuant to a current and valid liquor license issued to the Manager for particular events on the Property. This limitation shall not apply to private consumption of alcohol within the Residences.

(viii) The use of firearms shall not be permitted on the Property. However, lawful possession of firearms in the Residences is permitted to the extent permitted by law.

(vii) Any other use of the Property shall require the written consent of the Town.

ARTICLE 6 – REPAIRS, MAINTENANCE AND UTILITIES

6.1 Repair and Maintenance. Throughout the Term of this Agreement, on a year-round basis, the Manager, at its sole cost and expense, shall be responsible for management, maintenance and oversight of all Residences, buildings, structures, grounds, roads, pools, ponds, facilities and equipment on the Property including maintenance, repairs, cleaning, janitorial and custodial services, trash collection and disposal, lawn mowing, tree maintenance and removal, if necessary (provided, however, that any removal of non-distressed or non-diseased trees shall require the prior approval of the Town's Tree Warden), Spring clean-up, and all care, maintenance and management of the pools and ponds, snow removal/ice treatment in paved parking lots, access drives or walkways necessary to access the Residences or buildings used by the Manager, and security for the Property. The Manager shall be permitted to treat the Property for pests and insects in accordance with applicable law and sound industry practice in the context of operation of a children's day camp, residential use, and access to the Property by the general public. The Town shall have no obligation to maintain the Property or make repairs, replacements or capital improvements thereon.

6.2 Compliance with Americans with Disabilities Act. In the event that the Manager determines that any buildings or facilities on the Property require modification or improvement in order to comply with the Americans with Disabilities Act or similar applicable requirements, all such modifications or improvements shall be made at the direction of the Town at the sole cost and expense of the Manager, unless such improvement or modification is required solely because of use of such buildings or facilities in connection with activities programmed by the Town, i.e. Parks and Recreation Department programs, or for public use generally, in which case, such improvement or modification shall be at the cost and expense of the Town.

6.3 Utilities. The Manager shall be solely responsible for the cost of all utilities serving the Property and shall be billed for all such utilities in its own name and pay the respective providers thereof directly.

6.4 Capital Improvements. The Manager acknowledges and agrees that it has had the opportunity to inspect the Property and accepts the Property in its as-is condition. The Manager further acknowledges and agrees that it shall be responsible for all maintenance and improvements to the Property that may be required during the Term. Whereas, the Town is the owner of the Property, and as such, is subject to certain laws, rules and regulations pertaining to real property and the procurement of goods and services related thereto, the Parties agree as follows:

6.4.1 "Capital Improvements" shall mean repairs and improvements to the Property that cost in excess of Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999) and are (i) necessary structural repairs and replacements to the load-bearing walls and foundations of structures; (ii) significant repair and replacement of roofs of structures; (iii) the non-routine repair, and replacement of mechanical systems for supplying electricity, gas, hot water, heat and air conditioning of structures, and (iv) any other cost that can be capitalized in accordance with Generally Accepted Accounting Principles ("GAAP").

6.4.2 In the event that the Manager determines that a Capital Improvement is necessary on the Property, it shall promptly so notify the Town. Unless otherwise agreed in writing by the Parties, all Capital Improvements shall be at the sole cost and expense of the Manager. Any and all Capital Improvements shall require the written consent of the Town and the Town shall determine how any and all Capital Improvements shall be procured.

6.4.3 In the event that the cost and expense of a Capital Improvement is estimated to cost more than \$20,000, then, in each instance, the Parties shall negotiate in good faith a cost allocation based upon a depreciation amortization schedule, that shall be applied among the Parties in the event that this Agreement is terminated for any reason other than by the Town as a result of an Event of Default hereunder as set forth in Section 10 below, in which case, the Manager shall be solely responsible for the cost of such capital improvement(s).

ARTICLE 7 - PERSONAL PROPERTY

7.3 Personal Property. The Parties acknowledge and agree that the 2019 Sewataro Camp Season personal property inventory is attached hereto as Exhibit 5 (which such inventory may be updated by the Town following the closing of its acquisition of the Property). Each Party accepts all such property in its "as-is" condition, and without any representation, warranty whatsoever, including without limitation, fitness for any particular purpose, except that, following its acquisition of the closing of the Property, the Town represents and warrants that it shall be the sole owner of the personal property without any liens or encumbrances.

The Manager shall be entitled to use any and all such personal property for such purposes as it may deem appropriate. All such personal property is and shall remain the personal property

of the Town. Notwithstanding the above, if and when any such personal property is damaged, destroyed, lost, or reaches the end of its useful life, the Manager shall, at its sole discretion, and its sole cost and expense, be solely responsible for replacement thereof. Any such personal property replaced by Manager shall be and remain the personal property of the Manager. The Town shall have no responsibility to repair or replace any of the personal property.

The Manager agrees, within its reasonable discretion, to make the personal property available for use by persons using the Property pursuant to Section 1.2 pursuant to programmatic or other access agreements.

On or before November 1 of each year during the Term, the Manager shall provide the Town with an inventory of the remaining personal property of the Town.

ARTICLE 8 - INTELLECTUAL PROPERTY

8.1 In connection with the Town's acquisition of the Assets, pursuant to the P&S, Camp Sewataro, Inc. has agreed to donate its intellectual property (the "I.P.", as defined below) to the Town effective as of the date the Town acquires the Property and the Assets. As of the date of this Agreement, Camp Sewataro, Inc. has granted the Town and the Manager a license to use its intellectual property prior to acquisition of the Property and the Assets for purposes of allowing the Town and/or the Manager to prepare to operate a day camp on the Property for the 2020 season (the "I.P. License"). A copy of the executed I.P. License, as amended, is attached hereto as Exhibit 6 and made a part hereof.

8.2 The Parties acknowledge and agree that the Manager hereby (i) agrees to be bound by the terms of the I.P. License, and agrees to perform all of the obligations thereunder, and (ii) agrees to indemnify and save harmless Camp Sewataro, Inc. and the directors, trustees, officers, employees, representatives, and agents of Camp Sewataro, Inc., and the Town, from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys' fees and expenses related to any of the foregoing), which may arise out of any act or omission of Manager, its officers, employees, agents, successors or assigns under the terms of the I.P. License.

8.3 For purposes of this Agreement, the intellectual property of Camp Sewataro, Inc. shall mean: client lists, names, mailing addresses and lists, marketing, advertising, and promotional lists and materials, registrations of its campers, and documents and materials relating to the operation of the camp by Licensor, the website and domain name, and, subject to the immediately following sentence, the name "Camp Sewataro" and logos and branding images relating thereto (the "IP") for the sole purpose of Licensee's operation of a camp at the Premises during the summer of 2020. No part of such IP may be modified, disclosed (with respect to confidential IP), sublicensed or resold without the prior written consent of Camp Sewataro, Inc. and the Town, which either may withhold in its sole discretion.

No title or other rights or privileges other than those expressly set forth in the I.P. License are granted to the Manager; there are no implied rights.

8.4 As of the date that the Town acquires the Property and the Assets, the Manager and the Town agree that the I.P. may be used by the Manager pursuant to the terms of the post-

closing intellectual property license agreement to be executed by the Town and the Manager. A copy of the executed post-closing intellectual property license agreement is attached hereto as Exhibit 7 and made a part hereof.

8.5 Right of First Refusal. To the extent permitted by law, and subject to any and all applicable laws, by-laws, rules, or regulations, in the event that the Town desires to sell, transfer or otherwise dispose of the I.P. and it receives a bona fide offer from a third party therefor that it desires to accept, the Town shall first offer to sell the I.P. (or a portion thereof) to the Manager upon the same terms and conditions as are set forth in said bona fide offer. The Manager shall have five (5) business days to notify the Town as to whether it desires to purchase the I.P. (or a portion thereof), upon the same terms and conditions as are set forth in said bona fide offer. Manager hereby acknowledges and agrees that the Town shall have no obligation to offer the I.P. for sale at the expiration of the Term of this Agreement or otherwise.

ARTICLE 9 – INSURANCE AND INDEMNITY

9.1 Liability Insurance of Manager. Throughout the Term of this Agreement, the Manager shall maintain in full force and effect, without interruption, for the benefit of the Town and the Manager the following minimum insurance coverage:

- a. Commercial General Liability insurance must be provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. Such policies shall be written on an occurrence basis, with a combined single limit of not less than:
 - i. General total aggregate: \$3,000,000
 - ii. Products - completed operation aggregate: \$1,000,000
 - iii. Personal injury and advertising: \$1,000,000
 - iv. Each occurrence: \$2,000,000
 - v. Fire damage: \$100,000
 - vi. Medical expense: \$5,000,
 - vii. all insuring against any and all liability of the Town and the Manager, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Property or arising out of the maintenance, use, or occupancy of the Property; such liability insurance shall be primary and not contributing to any insurance available to the Town, and the Town's insurance shall be in excess thereof.
- b. An "all risk" policy of property insurance upon the Property, covering the full replacement value of the Property and improvements under which Manager and the Town are the named insured and the Town and any lender (with

respect to personal property owned by Manager) are named as loss payee as their interests may appear. Notwithstanding anything to the contrary in this paragraph, all property insurance proceeds shall be paid and applied as this Agreements provides;

- c. During the course of any construction in excess of \$9,999 on or to the Premises during the Term, builder's risk insurance in an amount not less than cost of construction, written on a completed value basis or a reporting basis, for property damage protecting Manager, Town and the general contractor;
- d. Workers' compensation in the amount required by law;
- e. Employer's liability insurance in the amount of \$500,000 for each accident for bodily injury by accident and \$500,000 for each employee for bodily injury by disease;
- f. Automobile liability insurance covering any automobile or motor vehicle used in connection with work being performed on or about the Premises in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage;
- g. Watercraft liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage;
- h. Special form property insurance covering all of Manager's furniture, fixtures, equipment, and personal property, at their full replacement value; and
- i. Umbrella liability insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Any insurance policy required to be maintained by Manager hereunder may name as an insured the holder of any lender to Manager permitted hereunder, with respect to personal property or trade fixtures owned by Manager. Town shall be named as a named insured on the policies in (a), (b), (c), (f), (g), and (h) and (i) above.

9.2 Adjustment and Settlement. Every insured loss shall be adjusted and settled promptly by Town and Manager and the lender, if any, if the lender is named as an additional insured or loss payee on any applicable policy and only with respect to the personal property on which the lender has a security interest, and the proceeds of such insurance with respect to any loss shall be held and paid as provided in Article 12 hereof. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of the Manager Parties (as defined below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

9.3 General Insurance Requirements. All insurance required hereunder shall be written with such responsible companies qualified to do business in Massachusetts with carriers rated A or better by A.M. Best's Rating System, as Manager shall select and Town shall approve, such approval not to be unreasonably withheld, conditioned or delayed. Throughout the term of

this Agreement, Manager shall furnish to Town upon request copies of all policies of insurance, renewal policies, and certificates or binders of such insurance, all as may be required by any of the foregoing provisions, but in any event not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with the terms of this Agreement is scheduled to expire. Without limiting Town's other rights under any other provisions of this Agreement, if Manager shall fail to obtain and maintain all such policies of insurance as required herein, and if such failure shall continue for a period of ten (10) Business Days following written notice by Town to Manager thereof, then Town, without any further notice to Manager, may obtain and pay for such insurance, and the amount of such payment shall become due and payable to Town.

9.4 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the Town and the Manager.

9.5 Indemnification by Manager. (a) The Manager shall defend (with counsel reasonably acceptable to the Town), indemnify and save the Town Parties (as defined below) harmless against and from any and all claims, damages, losses, actions, liabilities, penalties, costs, expenses and fees (including without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against the Town Parties by reason of any of the following occurrences:

(i) all day camp operations and all activities related thereto, all non-camp operations or activities at the Property (except as set forth in Section 9.6 below), any services performed on the Property or work done or action taken during the Term of this Agreement in, on or about the Property or any part thereof, by the Manager or at the direction of the Manager, other than the Town and its employees, contractors, agents, or representatives (collectively with the Town, ("the Town Parties");

(ii) except as set forth in Section 9.6 below, any use, non-use, possession, occupation, tenancy, condition, operation, maintenance or management of the Property or any part thereof, during the Term of this Agreement by the Manager or any other party other than the Town Parties;

(iii) any negligence or willful misconduct on the part of the Manager or any of its agents, contractors, servants, employees on or about the Property (collectively with the Manager, the "Manager Parties");

(iv) except as set forth in Section 9.6 below, any accident, injury, death or damage to any person or property occurring on the Property or any part thereof. Any injuries or damage resulting from the Manager's removal or failure to remove snow and ice, as required by this Agreement, shall be the sole responsibility of the Manager; and

(v) any failure on the part of the Manager to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

(b) If the Town obtains separate counsel due to reasonable concerns that its interests and that of the Manager may be adverse or that counsel provided by the Manager may have a conflict in interest or is not providing effective representation of the Town, then the reasonable expenses of such separate counsel shall be at the Manager's expense.

(c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 9. This Agreement is made on the express condition that the Town shall not be liable for, or suffer loss by reason of, any damage or injury or death to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Property and arising from camp operations at the Property, specifically including any damage or injury to the person or property of the Manager or any of the Manager Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of camp operations at the Property, except to the extent caused directly by the gross negligence or willful misconduct of the Town.

(d) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

(e) To the maximum extent this Agreement may be made effective according to law, the Manager agrees to use and occupy the Property at the Manager's own risk, and the Town shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Manager or any person claiming by, through or under the Manager.

(f) The provisions of this Section 9.5 shall survive termination or expiration of this Agreement.

9.6 Indemnification by Town.

To the fullest extent permitted by law, the Town shall defend (with counsel reasonably acceptable to the Manager), indemnify and save the Manager harmless against and from any and all claims, damages, losses, actions, liabilities, penalties, costs, expenses and fees (including without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against the Manager Parties by reason of any of the following occurrences:

(i) all operations, programs or activities at the Property managed, operated or coordinated by or for the benefit of the Town;

(ii) any use of, or access to, the Property by the Town, residents of the Town or the general public, excluding any camp operations or non-camp operations undertaken by or for the sole benefit of the Manager and excluding the Residences;

(iii) any negligence or willful misconduct on the part of the Town or any of its agents, contractors, servants, or employees (including volunteers); and

(iv) accident, injury, death or damage to any person or property occurring on the Property or any part thereof excluding any accident, injury death or damage arising from the negligence or willful misconduct of Manager or caused during the operation of camp at the Property or by any programs or activities run by or behalf of the Manager for the sole benefit of the Manager.

(b) If the Manager obtains separate counsel due to reasonable concerns that its interests and that of the Town may be adverse or that counsel provided by the Town may have a conflict in interest or is not providing effective representation of the Manager, then the reasonable expenses of such separate counsel shall be at the Town's expense.

(g) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Manager which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 9. This Agreement is made on the express condition that the Manager shall not be liable for, or suffer loss by reason of, any damage or injury or death to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Property and arising from public access to the Property under Section 1.2 of this Agreement or otherwise, specifically including any damage or injury to the person or property of the Town or any of the Town Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Property by the Town, its residents or the general public under Section 1.2 of this Agreement, except to the extent caused directly by the gross negligence or willful misconduct of the Manager.

(h) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Manager or counsel selected by an insurance company which has accepted liability for any such claim.

9.7 Recreational Use Statute. The Town and Manager each hereby acknowledge and agree that (i) the Town holds an "interest" in the Property, and (ii) the Manager is considered a "manager" of the Town with respect to the Property, and the Town and Manager each hereby further acknowledge and agree that the Manager and the Town shall each be entitled to all rights, privileges and immunities afforded to "any person having an interest in land" for purposes Section 17C of Chapter 21 of the Massachusetts General Laws, with respect to the Manager, as the manager of the Property for the Town and, with respect to the Town, as the owner of the Property.

ARTICLE 10 – BREACH AND TERMINATION

10.1 Breach of Agreement. Each of the following events shall be deemed breach of this Agreement, hereinafter, an “Event of Default” hereunder:

(a) The Manager fails to obtain a Special Permit from the Sudbury Planning Board, and any and all applicable licenses or other permits from the Sudbury Board of Health, or any other Town board having jurisdiction thereof, to operate a day camp on the Property for not less than six hundred (600) campers per week;

(b) The Manager shall fail to pay, as and when due, any payment due under this Agreement, and such failure shall continue for a period of thirty (30) days after notice from the Town to the Manager;

(c) The Manager fails to remain in good standing with the Secretary of the Commonwealth as a limited liability company authorized to do business in the Commonwealth after thirty (30) days written notice from the Town.

(d) If the Manager shall fail to maintain any insurance required to be maintained by the Manager hereunder;

(e) If the Manager shall fail to perform or comply with any of the other terms, covenants or conditions in this Agreement and such failure shall continue for a period of ten (10) business days after notice from the Town to the Manager specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such ten (10) business day period, within such additional time reasonably necessary provided the Manager commences to cure the same within such ten (10) business day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days); provided, however, that with respect to any default of the Manager under this Agreement to maintain any required permit or approval required by the Sudbury Board of Health that is necessary to operate a camp at the Property such that a camp cannot be legally operated at the Property, the cure period shall not be more than thirty (30) days following written notice from the Town of such default. Notwithstanding the above, in the event that any matter relating to public health and safety threatens to or, in fact, causes an event of default under this section or any event causing or threatening public health and safety, then the Town shall have the right to reduce or eliminate any cure period hereunder; and

(f) If the Manager shall initiate the appointment of a receiver to take possession of all or any portion of the Manager’s property for whatever reason, or the Manager shall make an assignment for the benefit of creditors, or the Manager shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against the Manager any such bankruptcy or insolvency proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

10.2 Remedies. Upon an Event of Default, the Town at any time thereafter may give written notice to the Manager specifying such Event or Events of Default and stating that this Agreement and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice. Upon the date specified in such notice, this Agreement and the Term hereby demised and all rights of the

Manager under this Agreement shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Agreement shall remain in full force and effect), and the Manager shall remain liable for any amounts owed to the Town. Upon such termination, the Town may re-enter the Property and dispossess the Manager and anyone claiming by, through or under the Manager by summary proceedings or other lawful process. Notwithstanding anything in this Agreement to the contrary, the Town's sole remedy for the Manager's failure to obtain a Special Permit from the Sudbury Planning Board prior to June 1, 2020 to operate the camp at the Property shall be to terminate this Agreement, and the Manager shall also have the right to terminate this Agreement if, despite using diligent and good faith efforts, it fails to obtain such Special Permit from the Sudbury Planning Board prior to June 1, 2020.

10.3 No Waiver. No failure by either the Town or the Manager to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town or the Manager, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town or the Manager of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

10.4 Injunctive Relief. In the event of any breach or threatened breach by the Manager of any of the agreements, terms, covenants or conditions contained in this Agreement, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies not provided for in this Agreement. In the event of any breach or threatened breach by the Town of any of the agreements, terms, covenants or conditions contained in this Agreement, the Manager shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though summary proceedings, and other remedies not provided for in this Agreement. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential or indirect damages.

10.5 Remedies Cumulative. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by the Town or the Manager of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

10.6 Winding Up of Affairs. In the event that this Agreement terminates as the result of the expiration of its Term, default, termination without cause, or otherwise, the Manager shall have until March 1 of the year following the camp season that has most recently ended to have

made all payments then remaining due and outstanding, to remove any and all tenants from the Residences, to remove all personal property owned by Manager from the Property, to provide the Town with an inventory of all personal property belonging to the Town, and, except as provided in Article 7 above, to return the Property to the Town in as good a condition as it was in as of the date of this Agreement, normal wear and tear and casualty excepted, and leaving the Residences and other structures and facilities in broom clean condition having removed any and all trash or discarded materials or personal property, to return any and all intellectual property of the Town, and to otherwise wind up the affairs of the Manager as may pertain to the Property and/or this Agreement, including any and all remaining obligations hereunder. Notwithstanding the date of termination of this Agreement, this Agreement shall remain in full force and effect for purposes of such winding up of affairs (except that no Management Fee shall accrue from and after the date of termination).

Manager shall peaceably give up and surrender possession of the Property to the Town at the expiration of the Term or sooner termination of this Agreement if terminated by the Town in accordance herewith. Any holding over by Manager after expiration shall not constitute a renewal or extension hereof. Except as otherwise specified in this Agreement or expressly agreed in writing between the parties. In the event Manager fails to remove any of Manager's personal property from the Property, such property shall be deemed abandoned, and Town is hereby authorized, without liability to Manager for loss or damage thereto, and at the sole risk of Manager, to remove and store any of such property at Manager's expense, or to retain the same under Town's control, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of any such sale toward the payment of any sum hereunder owing by Manager to Town, or to destroy such property. The provisions of this paragraph shall survive the expiration or other termination of this Agreement.

Notwithstanding the above, upon the delivery of notice of termination of this Agreement following a default by the Manager hereunder after the expiration of any applicable notice and cure period, the Town shall have the right to prepare for and make arrangements, in whatever form or substance, and with any other party, or no other party, as it may determine in its sole discretion, to prepare for the operation of a summer camp for the following camp season, or to make use of the Property for any other purpose, or for no other purpose, including without limitation the sale or other disposition thereof, or a portion thereof, (the "Transition") and the Manager shall not unreasonably interfere with or in any way hinder the Transition.

ARTICLE 11 – NONDISCRIMINATION COVENANTS

11.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, the Manager agrees that neither the Manager nor its successors in interest, licensees, operators, and assigns shall discriminate against any person, employee, contractor or applicant for employment, as a camper, or other use of the Property, because of race, color, creed, religion, national origin, age, sex, gender, gender identification, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in the Manager's use of the Property, including the hiring and discharging of employees, contractors, the provision or use of services, the selection of suppliers and contractors, and the selection of users of the Property.

11.2 Non-Compliance. The Manager shall defend, indemnify and hold the Town

Parties harmless from and against any and all Claims of third persons resulting from the Manager's non-compliance with any of the provisions of this Article 11. The provisions of this Section 11.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12 – CASUALTY

12.1 Notice. If either party becomes aware of any casualty to the Property, then such party shall promptly notify the other in writing.

12.2 Effect of Casualty. If any casualty occurs that does not adversely affect the Manager's ability to operate a camp at the Property at the same level as existed prior to the casualty, as reasonably determined by the Manager, then: (a) this Agreement shall not terminate or be impaired; and (b) Manager shall with reasonable promptness, and in coordination with the Town, but subject to the availability of sufficient property insurance proceeds, restore the Property to the condition it was in prior to the casualty. If, however, the casualty is a casualty that adversely affects the Manager's ability to operate a camp at the Property at the same level as existed prior to the casualty as reasonably determined by the Manager, then (i) the Management Fee shall abate and (ii) Manager may, by notice to Town, given within ninety (90) days after such casualty, terminate this Agreement effective sixty (60) days after such notice, provided that Manager assigns to Town all property insurance proceeds insuring the Property (excluding any personal property of Manager). If the Manager does not terminate this Agreement pursuant to the immediately foregoing sentence, then the Town and Manager shall mutually agree on the process by which the Property will be restored and the terms and conditions of any such restoration (e.g., plans and specifications for reconstructed buildings, disbursement of insurance proceeds, timing of the restoration work, etc.).

ARTICLE 13 – HAZARDOUS SUBSTANCES

13.1 Manager shall not cause or permit to occur on, under or at the Property during the Term: (a) any violation of any Environmental Law; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance, or transportation to or from the Property of any Hazardous Substance, unless both: (i) reasonably necessary and customary to conduct the uses permitted on the Property and (ii) in compliance with all Environmental Laws.

13.2 Compliance; Clean-Up. Manager shall, at Manager's expense: (a) comply with Environmental Law and, to the extent Environmental Law requires, clean up any Hazardous Substance Discharge; (b) if any governmental entity requires any clean-up plan or clean-up because of a Hazardous Substances Discharge, prepare and submit the required plans and all related bonds and other financial assurances; and (c) promptly and diligently carry out all such clean-up plans. Any party's obligations under this paragraph shall not limit such party's rights against third parties.

13.3 Hazardous Substance Indemnity. To the fullest extent permitted by law, Manager shall indemnify and hold harmless Town, its officers, boards, committees, employees or agents from and against any and all claims, liability, loss, damages, penalties, costs or expenses of any nature and description including reasonable attorneys' fees (collectively, "Claims") on account of any injury or damage to buildings, improvements or property of Town or any other Person, on

account of any injury (including death) to any Person arising out of or in connection with the presence, handling, removal or disposal of or exposure of persons to a Hazardous Substances in any form on the Property by Manager or any Manager Parties, provided, however, that Manager shall not be responsible for the presence of or any Claims related to any Hazardous Substances that may exist on the Property as of the date hereof nor shall Manager be responsible for any Claims arising out of the acts or omissions of Town, its officers, boards, committees, employees or agents during the Term. Manager shall promptly deliver to Town copies of any notices, orders or other communications received by Manager from any governmental agency or official affecting the Property and concerning any Hazardous Substance.

13.4 Definitions. As used in this Article 13, the following terms have the following definitions:

“Environmental Law” means any applicable laws regarding the following at, in, under, above, or upon the Property: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, control, disposal, generation, storage, release, transportation, or use of, or liability or standards of conduct concerning, Hazardous Substances.

“Hazardous Substances Discharge” means any deposit, discharge, generation, release, or spill of Hazardous Substances that occurs at or from the Property, or that arises at any time from the use, occupancy, or operation of the Property or any activities conducted therein caused by Manager or the Manager Parties after the date of this Agreement.

“Hazardous Substances” means flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum and petroleum products, and any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any applicable law, including any material, substance or waste that is: (i) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. §1317), as amended; (ii) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., as amended; (iii) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. §9601 et seq. or any so-called “superfund” or “superlien” law; (iv) defined as a “pollutant” or “contaminant” under 42 U.S.C.A. §9601(33); (v) defined as “hazardous waste” under 40 C.F.R. Part 260; (vi) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; or (vii) defined as a “hazardous substance” under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. c. 21E).

ARTICLE 14 – NO MECHANIC’S LIENS; TOWN ACCESS; MANAGER
FINANCING

14.1 No Mechanic’s Liens. If a mechanic’s lien is filed against the Property by a contractor performing work by or on behalf of Manager, then Manager shall promptly after notice of the filing of the same, commence appropriate action to cause such lien to be paid, discharged, bonded, or cleared from title. If Town receives notice of any such filing, then Town shall promptly send written notice to Manager of the same.

14.2 Access. Except in the case of an emergency or as otherwise provided in Section 1.2 hereof, the Town and its agents, representatives, and designees may enter the Property upon reasonable prior written notice during regular business hours to: (a) ascertain whether Manager is complying with this Agreement; (b) cure Manager’s defaults; (c) inspect the Property; or (d) show the Property to a prospective transferee (but in the case of clause (d), not before six (6) months prior to the expiration of the Term). In entering the Property, Town and its designees shall not unreasonably interfere with operations on the Property and shall comply with Manager’s reasonable instructions.

14.3 Manager Financing. If at any time or from time to time during the Term, Manager desires to grant a lien to its lender on any personal property, furniture, fixtures and equipment owned by Manager or other assets of Manager (“Financed FF&E or Other Property”), the Town agrees to execute and deliver to any such lender such customary documentation regarding such financing as Manager reasonably requests, providing for matters such as: (a) waiver of any right to take possession of such Financed FF&E or other Property upon an Event of Default; (b) waiver of any other right, title, or interest in the Financed FF&E or Other Property; and (c) agreements to enable such lender to enter the Premises and repossess such Financed FF&E or Other Property if such lender exercises remedies under its security interest in such Financed FF&E or Other Property. Notwithstanding anything in this Agreement to the contrary, Manager shall not have the right to grant a mortgage on or otherwise encumber the Property.

ARTICLE 15 – MISCELLANEOUS

15.1 Amendments to Agreement. This Agreement may not be amended, modified, supplemented or extended except by a written instrument executed by the Town and the Manager.

15.2 Assignment by Manager. The Manager shall not assign or transfer this Agreement or any interest in this Agreement without the prior written consent of the Town, which consent may be withheld in the Town’s sole discretion. Transfer or assignment in any form of a controlling interest in Camp Sewataro, LLC from Scott Brody to any other individual or entity shall be deemed a transfer or assignment of this Agreement subject to the Town’s consent rights hereunder.

15.3 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing and shall be

delivered by hand, nationally recognized overnight express commercial service such as “Federal Express” (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to the Manager to:

Camp Sewataro, LLC
239 Moose Hill Street
Sharon, MA 02067
Attn: Scott D. Brody

With a copy to: David L. Wiener, Esq.
Anderson & Kreiger LLP
50 Milk Street, 21st floor
Boston, MA 021098

or to such other address as the Manager may from time to time designate by written notice to the Town, or if to the Town addressed to:

Town of Sudbury
Town Offices
278 Old Sudbury Road,
Sudbury, MA 01776
Attn: Town Manager

With a copy to: Lee S. Smith, Esq.
KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110

or to such other address as the Town may from time to time designate by written notice to the Manager, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

15.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.5 Integration. All prior understandings and agreements between the Parties with respect to this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties.

15.6 Bind and Inure. The covenants and agreements herein contained shall bind and

inure to the benefit of the Town, its successors and assigns, and the Manager, its successors and assigns.

15.7 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

15.8 Massachusetts Law Governs. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

15.9 Time of the Essence. Time shall be of the essence hereof.

15.10 No Partnership or Joint Venture. Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and the Manager or to make the Town an associate in any way of the Manager in the conduct of the Manager's business, nor shall the Town be liable for any debts incurred by the Manager in the conduct of the Manager's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of the Town and the Manager.

15.1 No Personal Liability. No board member, shareholder, officer, member, manager, director, agent, or employee of the Town or Manager shall have any liability under this Agreement.

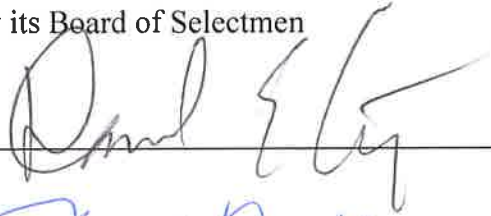
15.2 Good Faith. Each Party agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant in this Agreement.

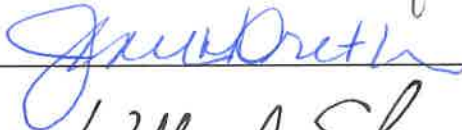
[Signatures on following page]

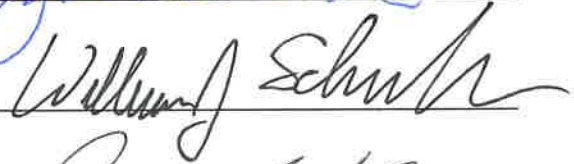
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EXECUTED as of the date first set forth above.

TOWN OF SUDBURY
By its Board of Selectmen



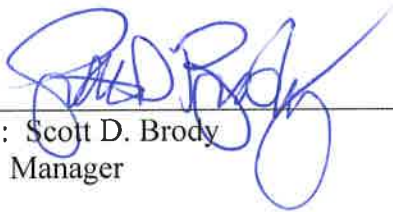






MANAGER:

CAMP SEWATARO, LLC

By: 

Name: Scott D. Brody

Title: Manager