

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this "Agreement") is made and entered into as of August 20, 2019 (the "Effective Date"), by and between **CAMP SEWATARO, INC.**, a Massachusetts corporation, of One Liberty Ledge, Sudbury, Massachusetts 01776 ("Licensor") and **THE TOWN OF SUDBURY**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 ("Licensee").

### RECITALS

- A. Licensor owns and operates a day camp for children on property located off the Haynes Road, Greystone Lane, Liberty Ledge and Julian's Way in the Town of Sudbury, which property is owned by Liberty Ledge, LLC (the "LLC").
- B. Licensor, Licensee and the LLC are parties to that certain Purchase and Sale Agreement, dated as of the Effective Date (the "P&S"), in which the LLC expects to sell the Premises (as defined in the P&S) to Licensee and the shareholders of Licensor expect to donate all the shares of Licensor to Licensee on or about the Closing Date (as defined in the P&S). Such donation will include all rights to all intellectual property of Camp Sewataro, Inc.
- C. Licensee requests the right to use certain intellectual property of Licensor in order to prepare to operate a camp at the Premises during the summer of 2020.
- D. As a courtesy to Licensee, Licensor has agreed to allow Licensee to use certain intellectual property, subject to the terms herein.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, Licensor and Licensee hereby covenant and agree as follows:

1. Grant of License and Scope. Subject to Licensee's compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the Licensor's 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 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. At all times during the term of this Agreement, Licensee shall only use the name "Camp Sewataro" if qualified and accompanied by a name identifying the user, such as Town of Sudbury/Camp Sewataro, or [name of designated operator]/Camp Sewataro. No part of such IP may be modified, disclosed, sublicensed (except as provided in Section 4) or resold without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Notwithstanding the forgoing, Licensee may disclose the IP to a limited number Licensee's employees or, with the prior written consent of Licensor, and in accordance

with Section 3 below, to Licensee's designated camp operator, if in both such cases, access to such IP is required in order to prepare to operate the camp, provided such employees and operator agree in writing to not disclose such IP and to maintain the confidentiality of such IP. Other than in connection with routine camp business, Licensor agrees not to adversely modify, license, sublicense, sell, donate, gift, or otherwise transfer or disclose in any way any of its intellectual property to any party other than the Licensee. In the event of a violation of the preceding sentence, then Licensee shall have all remedies available at law and in equity including the right to damages and specific performance. No title or other rights or privileges other than those expressly set forth in this Agreement are granted to Licensee; there are no implied rights. [The IP shall not include rights to use the website or domain name of Licensor, and any use of the forgoing shall require the prior consent of Licensor. Licensor shall reasonably cooperate with Licensee in providing Licensee with access to such licensed materials in a form and on a timetable mutually acceptable to Licensee and Licensor commencing on September 6, 2019.]

The parties will cooperate with each other in the development and distribution of all press releases and other public announcements or announcements to Licensor's clients relating to the transactions contemplated by the P&S and the Town's operation of a camp in 2020. All such press releases or announcements shall be subject to prior review and approval by both parties, both in terms of text and timing, such approval not to be unreasonably withheld or delayed.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall terminate upon the Closing Date set forth in the P&S (as such Closing Date may be extended by agreement of the parties to the P&S). Licensor may terminate this Agreement upon written notice to Licensee in the event Licensee breaches its obligations under this Agreement and such breach remains uncured for a period of seven (7) days after written notice of such breach is provided to Licensee. Unless the Closing occurs, at which time the Town of Sudbury shall own the IP, at the end of the term or upon termination of this Agreement, Licensee shall, and shall ensure that its employees, promptly return the IP to Licensor, together with all copies and abstracts thereof. If Licensee, or any assignee, or other person to whom Licensee has disclosed the IP, fails to promptly return the IP to Licensor, or uses or discloses the IP in violation of this Agreement, then Licensor shall have all remedies available at law and in equity including the right to damages and specific performance.
3. Assignment. Except as provided herein, Licensee shall not assign the whole or any part of the foregoing license or its interest in this Agreement without Licensor's prior written consent, which may be granted or withheld in the Licensor's sole discretion. Notwithstanding the forgoing, the parties acknowledge that Licensee expects to retain an operator (the "Operator") to run the camp during the summer of 2020. Licensor agrees to consent to an assignment of this Agreement by the Town to the Operator, provided the Operator (i) agrees to be bound by this Agreement and agrees to perform all of the obligations of Licensee under this Agreement, and (ii) agrees to indemnify and save harmless Licensor and the directors, trustees, officers, employees, representatives, and

agents of Licensor (collectively “Licensor’s Agents”) 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 Operator, its officers, employees, agents, successor or assigns under this Agreement. Notwithstanding any consent to an assignment, Licensee shall remain liable to Licensor for the full performance of the covenants and conditions of this Agreement. The provisions of Section 3 shall survive the termination or expiration of the Agreement.

4. Notice. Any notice from one party to the other relating to this Agreement or use of the IP shall be in writing and deemed to have been duly given (i) three business days after mailing if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, (ii) on the date of delivery if delivered by hand, or (iii) on the next business day after mailing if sent by nationally recognized overnight carrier (i.e. UPS, FedEx, USPS), by overnight mail, and in each case addressed to the parties at their respective addresses as set forth in the first paragraph of this Agreement, with copies as follows:

To Seller’s attorney: Sheryl A. Howard, Esq.  
Krokidas & Bluestein LLP  
600 Atlantic Avenue  
Boston, MA 02210  
Email: [showard@kb-law.com](mailto:showard@kb-law.com)

To Buyer’s attorney: Lee Smith, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
Email: [lsmith@k-plaw.com](mailto:lsmith@k-plaw.com)

5. Relationship.

- a. Licensor and Licensee acknowledge that this Agreement shall not create in Licensee any right, title and interest (including copyright) in and to the IP. This Agreement does not grant Licensee any intellectual property rights in the IP and Licensor hereby reserves all intellectual property rights in the IP. Until the Closing occurs, at which time the IP shall become the property of the Town of Sudbury, Licensee’s rights with respect to the IP are limited to the license granted in Section 1.
- b. Licensor represents and warrants to Licensee that it has all the rights, title, interest, powers and authority necessary to grant the above license for the IP to Licensee. Neither Licensor nor the IP is subject to any liens or charge, claim, limitation, condition, equitable interest, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or

otherwise, of or relating to use, quiet enjoyment, transfer, receipt of income or exercise of any other attribute of ownership of the IP.

6. Miscellaneous.

- 6.1 Entire Agreement. This Agreement (i) contains the entire agreement of the parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings, and agreements of, by, or between the parties, which shall be deemed fully merged herein; and (iii) may not be changed or amended except in writing signed by both parties.
- 6.2 Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right at any time, or from time to time thereafter. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.
- 6.3 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of The Commonwealth of Massachusetts. By executing this Agreement, each party hereto expressly (i) consents and submits to personal jurisdiction consistent with the previous sentence; (ii) waives to the fullest extent permitted by law any claim or defense that such venue is not proper or convenient; and (iii) consents to service of process in any manner authorized by Massachusetts law. Any final judgment entered in an action brought hereunder shall be conclusive and binding upon the parties hereto.
- 6.4 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- 6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Agreement or the meaning or intent of any provision hereof.
- 6.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been included herein.
- 6.7 Authority; Joint and Several Liability. Each individual signing below hereby represents that the party for whom he or she signs has duly authorized him or her to execute this Agreement on behalf of that party. If two or more persons are named herein as Licensee or Licensor, their obligations hereunder shall be joint and several.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**LICENSOR:**

**CAMP SEWATARO, INC.**

By: Mark Taylor  
Mark Taylor, Chief Executive Officer and  
Treasurer

**LICENSEE:**

**TOWN OF SUDBURY**

By: M. Rodriguez  
Name: M. Rodriguez  
Title: TOWN MANAGER

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## FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment") is made this 6<sup>th</sup> day of September, 2019 by and among CAMP SEWATARO, INC. ("Licensor"), THE TOWN OF SUDBURY, acting by and through its Board of Selectmen ("Licensee") and SCOTT BRODY, the Licensee's designated camp operator.

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated as of August 20, 2019 (the "Agreement");

WHEREAS, Licensee selected Scott D. Brody ("Brody") as the successful proposer under that certain request for proposals issued by Licensee, which request for proposals concerned the operation of the day camp that is the subject of the Agreement;

WHEREAS, Licensee and Brody have requested that (i) Brody have the right to form a Massachusetts limited liability company with the name "Camp Sewataro LLC" to serve as the operator of the day camp and (ii) Licensee and Brody have the right to use the website and domain name of Licensor, as part of the IP of Licensor to be licensed hereunder; and

WHEREAS, Licensor has agreed to such request, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Licensee and Brody hereby agree as follows.

1. Limited Liability Company Name. Brody shall have the right to form a Massachusetts limited liability company to be owned and controlled by Brody with the name "Camp Sewataro LLC" (the "LLC"). Notwithstanding the foregoing, in the event the Closing has not occurred by October 17, 2019 (as such date may be extended by Licensor and Licensee), Brody shall promptly rename the LLC so that the word "Sewataro" is no longer part of the name, by filing an amendment to the Certificate of Organization of Camp Sewataro LLC with the Secretary of the Commonwealth, and Brody and the LLC shall cease to have rights to use the name "Camp Sewataro". The parties will cooperate with each other in the development and distribution of all press releases and other public announcements or announcements to Licensor's clients to avoid confusion between the LLC and Licensor.

2. Brody and LLC Join License Agreement. Brody and the LLC (in the case of the LLC upon formation and execution of the Joinder attached hereto as Exhibit A (the "Joinder"), which Joinder is hereby consented to by each of the parties hereto) hereby join the Agreement, as amended, and agree to be bound by all of the provisions thereto and agree to perform all of the obligations of Licensee and/or Operator under the Agreement. Until such time as the LLC is formed and the Joinder is executed, Brody shall, and upon the formation of the LLC and execution of the Joinder, the LLC shall indemnify and save harmless Licensor and the Licensor's Agents and the Town of Sudbury 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 Brody,

the LLC, or his or its officers, employees, agents, successor or assigns under the Agreement, as amended.

3. Website and Domain. Provided that Licensee enters into an agreement with the LLC and executes the Joinder, the website and/or domain name of Licensor shall be included in the definition of IP in the Agreement. Brody and Licensor shall cooperate to update the website to remove references to the Taylor family from the website (except in a historical context), in order to prevent confusion.

4. Miscellaneous. All capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as the same capitalized terms used in the Agreement. Except as modified by this Amendment, the Agreement is unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. An email, facsimile, or electronic signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

*[Signature Pages Follow]*

EXECUTED under seal as of the date first written above.

LICENSOR:

CAMP SEWATARO, INC.

By: *Mark Taylor*  
Name: Mark Taylor  
Title: Chief Executive Officer

LICENSEE:

TOWN OF SUDBURY

By: \_\_\_\_\_  
Name:  
Title:

[Additional Signature Page Follows]



EXECUTED under seal as of the date first written above.

LICENSOR:

CAMP SEWATARO, INC.

By: \_\_\_\_\_

Name: Mark Taylor

Title: Chief Executive Officer

LICENSEE:

TOWN OF SUDBURY

By: Maryanne Bilodeau

Name: Maryanne Bilodeau

Title: Interim Town Manager

[Additional Signature Page Follows]

EXECUTED under seal as of the date first written above.

OPERATOR

A handwritten signature in cursive script, appearing to read "Scott Brody". The signature is written in black ink and is positioned above a horizontal line.

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Scott Brody

EXHIBIT A

JOINDER

Effective as of September 10, 2019, the undersigned Camp Sewataro LLC hereby joins that certain License Agreement dated as of August 20, 2019, as amended by that certain First Amendment to License Agreement dated as of \_\_\_\_\_, 2019 (as amended, the "License Agreement") and agrees to be bound by all of the provisions thereto and agrees to perform all of the obligations of Licensee, Brody and/or Operator under the License Agreement. Camp Sewataro LLC hereby agrees to indemnify and save harmless Licensor and the Licensor's Agents and the Town of Sudbury 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 Camp Sewataro LLC, or its officers, employees, agents, successor or assigns under the License Agreement.

This Joinder shall be binding upon and inure to the benefit of Camp Sewataro LLC, Brody, Licensor, and Licensee, and their representative successors and assigns.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the License Agreement.

EXECUTED under seal as of the date first written above.

CAMP SEWATARO LLC

By: 

Name: Scott D. Brody

Title: Manager

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