

**THIRD AMENDMENT TO
CONTRACT FOR DAY CAMP OPERATOR AND
MANAGEMENT OF REAL PROPERTY**

This Third Amendment to Contract for Day Camp Operator and Management of Real Property (this “Amendment”) is entered into as of the 12th day of April, 2022, by and between the TOWN OF SUDBURY, a Massachusetts municipal corporation, acting by and through its Select Board, 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” and are each referred to as a “Party”.

Reference is hereby made to that certain Contract for Day Camp Operator and Management Of Real Property dated as of September 10, 2019, as amended by that certain First Amendment to Contract for Day Camp Operator and Management of Real Property dated February 18, 2020, as further amended by a Second Amendment to Contract for Day Camp Operator and Management of Real Property dated June 9, 2020 (as amended, the “Agreement”) by and between the Parties.

Capitalized terms used but not defined in this Amendment will have the meanings ascribed to them in the Agreement.

The Parties desire to extend the Term of the Agreement and to make certain other modifications to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term. Pursuant to Section 2.2 of the Agreement, the Term shall be extended for a period of five (5) years (the “Extension Term”) commencing on September 10, 2022 and expiring on September 9, 2027. Each Party shall continue to have the right to deliver a notice of intent to the other Party to further extend the Term for up to one (1) additional five (5) year period pursuant to Section 2.2 of the Agreement, provided however, that no such notice of intent to further extend the Term shall be delivered or be effective prior to January 1, 2027. As used in the Agreement, the term “Term” shall mean the initial Term as extended by the Extension Term.

2. Increase to Annual Fee. Section 3.1 (A) of the Agreement is hereby amended as follows:

Commencing on the first day of the Extension Term, the Annual Fee shall be Two Hundred Thousand Dollars and 00/100 (\$200,000) per year to be paid in equal installments of One Hundred Thousand Dollars and 00/100 (\$100,000) each, due and payable on the following dates: May 1, 2023, December 1, 2023, May 1, 2024, December 1, 2024, May 1, 2025, December 1, 2025, May 1, 2026, December 1, 2026, May 1, 2027 and December 1, 2027. Beginning with the payment due May 1, 2024, the

Annual Fee shall be increased annually by three percent (3%) per year. Exhibit 4 to the Agreement is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto. The terms and provisions of this Section 2 shall survive the expiration or earlier termination of the Agreement.

3. Increase to Revenue Share Payment. Section 3.1 (B) of the Agreement is hereby amended as follows:

Commencing on the first day of the Extension Term, for the 2023 Camp Season and thereafter, the Revenue Share Payment shall be:

a. Twenty-Five percent (25%) of the first One Million Dollars (\$1,000,000) of Manager's Net Revenue; plus

b. 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).

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

The terms and provisions of this Section 3 shall survive the expiration or earlier termination of the Agreement.

4. Number of Campers. Manager intends to seek an amendment to the existing special permit for the Property (or a new special permit) from the Sudbury Planning Board to increase the number of allowed campers at the Property from 650 campers to 700 campers (the "New Special Permit"). The Town, acting by and through its Select Board, agrees to support in good faith Manager's application for the New Special Permit, including writing a letter of support to the Planning Board. Manager shall continue to prioritize Sudbury residents for available camper slots consistent with its existing procedures. Manager further expects that if it receives the New Special Permit for 700 campers, approximately 15 campers will be "counselors in training", approximately 5 campers will be in the youngest age group of campers, and approximately 30 campers will be dispersed throughout the camper population groups. The number of scholarships to be made available by the Manager shall remain at 50 during the Extension Term.

5. Public Access Area. Section 1.2.2 of the Agreement is hereby amended by adding the following:

a. During the Extension Term, the Camp Season Public Access Area shall be expanded to include certain additional activity spaces proximate to the back gate of the property as specified in **Exhibit B** attached hereto (the "Expanded Camp Season Public Access Area"). The hours for the Expanded Camp Season Public Access Area shall be the hours specified in Section 1.2.4 of the Agreement, except that the Town's use of the Expanded Camp Season Public Access Area during each day of the Camp Season shall not commence until the last camper has left the Property for the applicable day, as it is proximate to the areas on the Property used by campers in the extended day program. Manager may require that the Town's access to the Expanded Camp Season Public Access Area be through the gate located on Greystone Lane.

Because of the proximity of the Expanded Camp Season Public Access Area to the buildings and facilities used on a daily basis by Manager during the Camp Season, Manager may, in its discretion, elect to staff the Expanded Camp Season Public Access Area during the hours of Town access during the Camp Season, and the cost of such staffing shall be included in Operating Expenses, however, such allocation of Operating Expenses shall be limited to a maximum of two thousand five hundred dollars (\$2,500.00) per year unless otherwise mutually agreed by the Parties in writing. Management and oversight of the use of the Public Access Area shall be the responsibility of the Manager.

b. Section 1.2.7 of the Agreement is hereby deleted in its entirety and replaced with the following :

Excluding only pets belonging to residents of the Residences or service animals, at no time during the Camp Season or at any time prior to the commencement of the Extension Term shall any dogs or other domestic animals be permitted on the Property. Commencing on the first day of the Extension Term, domestic animals on a leash and service animals shall be permitted on the Property during the time periods outside of the Camp Season, and any Town residents accessing the Property with their domestic animals on a leash or service animals shall clean up and properly dispose of any waste and droppings from their domestic animals on a leash or service animals in receptacles located at the Property, and the Town shall reasonably cooperate with Manager to ensure compliance with this requirement, including posting notices on the Town's webpage, through the posting of signs at the Property, and through other public notices reasonably acceptable to the Town and Manager. 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.

6. Public Events. Clauses (i) and (ii) of Section 1.2.5 of the Agreement are hereby deleted in their entirety and replaced with the following: “(i) one (1) Spring/Summer event and (ii) one (1) Fall event”.

7. Operating Expenses. The second paragraph of Section 3.1.1 of the Agreement is hereby amended by adding the following at the end of the first sentence:

Beginning in the first year of the Extension Term, Operating Expenses also shall include only amounts paid by Manager to consultants retained by Manager to advise on Sewataro camp operations and the operation and management of the Property, in an amount not to exceed Seventy Thousand Dollars (\$70,000), which such amount, beginning in 2024, shall be increased by three percent (3%) per annum.

8. Water Quality Enhancements. Manager has filed a Notice of Intent with the Sudbury Conservation Commission, which is scheduled for initial hearing by the Sudbury Conservation Commission on April 11, 2022, for certain water quality enhancements to the ponds located at the Property. Manager agrees to implement any measures required by the

Sudbury Conservation Commission in any Order of Conditions issued with respect to such Notice of Intent. The cost to implement such measures shall be included in Operating Expenses.

9. Public Access Disability Enhancements. Commencing in 2022, Manager agrees to undertake the accessibility improvements described on **Exhibit C** attached hereto, including retaining consultants to advise on such improvements (the “Accessibility Improvements”). In connection with Section 6.2 of the Agreement, the Accessibility Improvements shall not be deemed to be improvements or modifications required solely because of use of such buildings or facilities in connection with activities programmed by the Town, or for public use generally. Manager may undertake the Accessibility Improvements as separate segments of work over time. To the extent the cost of any segment of work exceeds \$20,000, Manager and the Town shall mutually agree on the cost allocation of such segment of work and the procurement of such work. Otherwise, the cost of the Accessibility Improvements shall be included in Operating Expenses for the year in which they are incurred and shall be capitalized over the useful life of the applicable Accessibility Improvement in accordance with GAAP.

10. Public Swimming.

a. Beginning in the 2023 Camp Season, Manager agrees to use commercially reasonable efforts to make available to the Town and its residents the use of the swimming pond and one (1) of the swimming pools at the Property (such swimming pool to be selected by Manager) for public swimming (the “Public Swimming Facilities”). In the event that permitting the use of the swimming pond cannot be accomplished with commercially reasonable efforts, then the Manager shall make available all four swimming pools as Public Swimming Facilities. The Public Swimming Facilities shall be operated, staffed, equipped, supplied, managed, maintained and scheduled (including any registration or collection of fees, if applicable) solely by the Manager. The dates and hours for the use of the Public Swimming Facilities for 2023 are those dates and hours specified on **Exhibit D** attached hereto. Manager shall update such calendar during each subsequent year of the Extension Term with the dates and hours of the availability of the Public Swimming Facilities during the Camp Season for that particular year, however, Manager shall not decrease in any year the number of days that the Public Swimming Facilities will be available for use by the Town to be less than the number of days of availability set forth on **Exhibit D** attached hereto with respect to 2023. Management and oversight of the use of the Public Swimming Facilities shall be the responsibility of the Manager.

b. The costs and expenses incurred by Manager to operate, staff, equip, supply, and manage the Public Swimming Facilities shall be included in Operating Expenses.

c. Manager shall operate the Public Swimming Facilities in accordance with all applicable laws, regulations and rules, including complying with any water quality testing requirements of the Sudbury Board of Health or any other entities having jurisdiction thereof.

d. The terms and provisions of Section 9.6 (i), (ii), and (iv) shall not apply to the use of the Public Swimming Facilities by the Town, the residents of the Town, or the general public.

e. Manager may establish rules concerning the use of the Public Swimming Facilities that each person using the Public Swimming Facilities shall be required to follow.

11. No Further Modifications. Except as amended by this Amendment, the Agreement remains unmodified and in full force and effect.

12. Miscellaneous. The captions herein are used only as a matter of convenience and are not to be considered as part of this Amendment or to be used in determining the intent of the parties to it. The terms of the Agreement, as amended by this Amendment, constitute the entire agreement between the parties hereto and no statements made whether orally or in writing, by anyone with regard to the transaction which is the subject of the Agreement shall be construed as a part hereof unless the same be incorporated herein by writing and signed by the Town and Manager. For all purposes in this Amendment, the word “including” shall be construed to include the words “without limitation”. All exhibits to this Amendment are a part of this Agreement and are hereby incorporated herein by reference. This Amendment may be executed by electronic signatures, each of which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, “electronic signature” shall include electronically scanned and transmitted versions (e.g., via PDF and/or DocuSign) of an original signature. This Amendment may be executed in multiple counterparts (which counterparts may be executed and delivered by PDF, DocuSign, or another file sent by email) which shall together constitute a single document. Any executed counterpart of this Amendment delivered by PDF, DocuSign or another file sent by email shall be equally effective as an original counterpart for all purposes.

[Signature Page Follows]

EXECUTED under seal as of the date first written above.

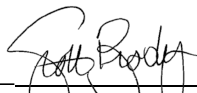
TOWN:

TOWN OF SUDBURY
By its Select Board



MANAGER:

CAMP SEWATARO, LLC

By: 
Scott Brody, Manager