

LIMITED REVOCABLE LICENSE

Date: Friday, January 6, 2017

LICENSE AGREEMENT made this 6th day of January, 2017 by and between Martha's Vineyard Regional School District, a regional school district duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Oak Bluffs, Dukes County Massachusetts (hereinafter, the Licensor" or "District"), acting by and through its Superintendent, who acts in his/her official capacity only and without any individual or personal liability, and MV@PLAY, Inc. ("Licensee"), a Massachusetts not-for-profit corporation and having a usual place of principal business at 9 Weeks Lane, Edgartown, MA 02539.

WHEREAS, the Licensee and the other Licensee Parties (as defined below) wish to have access to and use of the property known as "Vineyard Baseball Park" and also the athletic fields of the Licensor, generally located on Fire Road A, Oak Bluffs, Massachusetts, all as shown with more particularity on Exhibit B, attached hereto and incorporated herein by reference (the "Premises") for the purpose of access, investigation and construction activities in connection with proposed athletic field improvements to the Premises, substantially as described in Phases 1 through 6 as shown on Exhibit A, Scope of Services, attached hereto and incorporated herein by reference (the "Work"); and

WHEREAS, while Licensor makes no representation or warranty herein to the Licensee as to title to the Premises, to the best of its knowledge and belief, the Licensor is the owner of the Premises.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions set forth hereinafter, the Licensor hereby grants and the Licensee accepts a revocable, non-exclusive License to access and use the Premises for a period of time commencing on June 15, 2016 and ending on December 31, 2017 for the following purposes: to access, view, investigate and explore the Premises in order to determine the scope of inspection, evaluation, testing, feasibility, design and pre-construction activities necessary for the potential repair, maintenance, renovation, expansion, construction and/or reconstruction of improvements to the Premises in connection with existing or future athletic fields located or to be located on or at the Premises, and further including but not limited to activities related to construction and post-construction activities related to such improvements, all as more particularly described on Exhibit A, subject to the rights of the Licensor to revoke this License or to impose conditions at any time and from time to time as more fully described in Section 10 hereinafter.

Said License may be extended on the same terms and conditions, only by mutual written agreement of the parties. Notwithstanding the foregoing, the Licensor does not intend to convey or grant any interest in real estate by the issuance of this License. Upon the first to occur of (i) the completion of such Work; or (ii) December 31, 2017, this License shall automatically

terminate and full control, use and possession of the Premises shall revert to the Licensors. Upon termination of the License, at Licensee's sole cost and expense, the Licensee and all parties claiming by, through or under the Licensee, including but not limited to Licensee's affiliates, officers, employees, agents, servants, contractors, subcontractors, volunteers and invitees (herein, together, the "Licensee Parties") shall vacate the Premises, removing all equipment, tools and other property of the Licensee Parties and, if all phases of the Work have not then been completed, Licensee shall, if so requested by the Licensors, restore the Premises to the condition that it was in at such point in time designated by the Licensors in such demand for restoration, provided that such point in time shall be at or subsequent to Licensee's entry onto the Premises pursuant to this License.

2. **Revocability of License.** The parties acknowledge and agree that the Licensors reserves and shall have the right at any time and from time to time to revoke, suspend, rescind and/or terminate the License upon notice to the Licensee, which may be oral, whereupon the Licensee and all parties claiming by through or under the Licensee shall immediately comply with such notice, which may require that, at Licensee's sole cost and expense, all Licensee Parties vacate the Premises and cease all activities thereon, remove all equipment tools and other property of all of the Licensee Parties and, if so requested by the Licensors, that Licensee restore the Premises to the condition that it was in at such point in time designated by the Licensors in such demand for restoration, provided that such point in time shall be at or subsequent to Licensee's entry onto the Premises pursuant to this License.

3. **Non-exclusivity of License.** The Licensee acknowledges that the License granted hereunder is a limited, non-exclusive License and that there are ongoing activities on and adjacent to the Premises (including, without limitation, access, parking and all activities typically associated with a high school and with use of such facilities by third parties and the general public) and, except as otherwise explicitly stated in Section 9, nothing herein shall prohibit or interfere with Licensors' rights to continue such activities on property and structures on and adjacent to the Premises. Licensee acknowledges and agrees that the Licensee's access to and use of the Premises is non-exclusive and that the Licensors, and its invitees, shall have full right to access and use the Premises itself during the term of this License and any extension thereof and shall have the full right to grant other parties the right to access and use all or any portion of the Premises, including without limitation the parking areas and access points, during the term of this License and any extension thereof. Licensee shall ensure that access to and use of the Premises by the Licensee and the other Licensee Parties, as that term is hereinafter defined, shall not interfere with the access to and use of the Premises by Licensors and other third parties accessing and using the Premises by or through the Licensors hereunder. Licensee shall further ensure that the use of the Premises by the Licensee Parties shall be conducted in such a way that the Premises is not rendered in any way unsafe for use by the Licensors, such third parties and/or the public, Licensee hereby assuming responsibility for ensuring that all areas which are temporarily or permanently modified in any way by the Licensee Parties are safely secured and will not present an attractive nuisance or other unsafe condition which would be accessible to any person or entity.

Notwithstanding the foregoing, the Licensors acknowledges that during the Work, all or portions of the Premises may not be accessible to the public until the Work is completed. The

Licensee shall use its best efforts to limit the areas and periods during which all or any part of the Premises is inaccessible to the public. To the extent that the same does not interfere with the Licensor's ordinary and customary use of the Premises in connection with operation of its schools and school-related activities, the Licensor agrees not to interfere with the Work. In the event that at any time the Licensee reasonably determines that particular activities of the Licensee and/or its contractors or subcontractors at the Premises are of such a nature that all or a portion of the Premises will not be accessible to the Licensor while the Work is being performed, then the Licensee shall so notify the Licensor in advance and request that the Licensor agree to refrain from using the Premises during that specified period. The Licensor shall have the right to review such request and, if acceptable to the Licensor, in its sole and exclusive discretion, may approve such request in writing; the Licensor may further, in its sole and exclusive discretion, place conditions on such approval, including but not limited to modifying the extent or area of inaccessibility and/or the dates and times of such inaccessibility and requiring the Licensee to provide notices thereof to the public and/or other entities identified by the Licensor.

4. **Licensee's Access.** To the extent that the Licensor has the right to grant such access, Licensor agrees that Licensee shall have the right in common with all others entitled thereto, including but not limited to the Licensor and all persons and others claiming by, through or under the Licensor and the general public if applicable, to access to the Premises from any of the parking lots and access points off of Fire Road A on Exhibit B and, where the context so permits, such parking lots and access points shall be deemed to be part of the "Premises" as that term is used in this agreement, provided however, that in no event shall the Licensee have (i) exclusive rights to such parking lots and access points, (ii) the right to redesign, reconstruct, construct, improve or alter in any manner such parking lots and access points, and/or (iii) the right to render all or any portion of such parking lots and access points inaccessible to the Licensor and/or the general public .

5. **Compliance with Laws and Regulations.** The Licensor makes no representations or warranties regarding the application of procurement, prevailing wage and/or public bidding laws to the Project. The Licensee, at its sole cost and expense, shall fully comply with all local, state and federal laws in any work to be performed at and any use of the Premises and including but not limited to any procurement, prevailing wage, and public bidding laws applicable to the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities engaged in or related to the Premises by the Licensee Parties. Licensee acknowledges that although the Licensee is not itself a public body generally subject to the procurement, prevailing wage and public bidding laws of the Commonwealth of Massachusetts, such design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities may nevertheless be subject to such procurement and public bidding laws as, among other reasons, such activities relate to publicly-owned property and any facility constructed and/or improved is intended to be and become the property of a public body, namely the Licensor. Notwithstanding legal requirements for the Project, Licensee covenants and agrees that Licensee and all of Licensee's contractors, sub-contractors, agents, servants, affiliates, and/or employees who perform or contract for labor and services in connection with the Project and all activities conducted on or in connection with the Premises shall adhere to and comply with the provisions of the prevailing wage law with respect to the payment for such labor and services.

6. **Insurance.** Prior to any access by the Licensee to the Premises, Licensee shall, at its sole cost and expense, obtain insurance in connection with the rights granted hereunder and its access to and use of the Premises and the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities proposed or intended to be engaged in or related to the Premises by the Licensee Parties, in coverages and amounts satisfactory to the Licensor in Licensor's sole and exclusive discretion, including but not limited to a comprehensive general liability insurance policy with respect to Licensee's use of the Licensed Premises (including the parking lot area) providing public liability and property damage coverage with limits of coverage not less than \$1,000,000 per occurrence for bodily and/or personal injuries in respect to injury or death of a single person and to the limit of not less than \$3,000,000.00 in the aggregate, and not less than \$1,000,000 per occurrence for property damage liability and, further, said coverage shall include not less than \$5,000,000 in excess coverage for all claims, losses and liabilities. This coverage shall be maintained throughout the period of the License and for any additional periods of time after revocations, suspension, rescission or termination of the License until such time as all of the following conditions have been met: (i) any and all construction activities which have been commenced have been completed, (ii) the Premises have been restored as required pursuant to Sections 1 and 2, hereinabove, and/or (iii) any and all property of any Licensee Party has been removed from the Premises. Licensee's insurance shall be primary to any other insurance coverage available to Licensor and shall contain a waiver of subrogation if so required by the Licensor. Licensee shall provide the Licensor with evidence of such coverage. The policy or a binding certificate of insurance therefor shall be delivered to Licensor within Thirty (30) days of the signing of this License Agreement, and shall be in form approved by Licensor and shall name Licensee and Licensor as co-insureds. The certificate shall affirmatively state that the insurance cannot be cancelled without ten (10) days advanced written notice to Licensor. In the event that Licensee or any Licensee Party receives a notice of cancellation, Licensee shall immediately notify Licensor and provide Licensor with a copy of such notice. Such insurance shall not contain waiver of subrogation provisions unless Licensor, in its sole and exclusive discretion, consents to the inclusion of such provisions after consultation with the Licensor's insurers.

Licensee shall further obtain and maintain any and all statutorily required workers' compensation coverage.

In the event that the Licensee allows any of its agents, servants, invitees, volunteers, affiliates, contractors, subcontractors, employees, and assigns (if any) with whom the Licensee contracts and/or who may or does enter onto the Premises and/or who may or does perform services of any name or nature related to or arising out of the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities engaged in or related to the Premises (together with the Licensee, the "Licensee Parties") to have access to and/or operate at the Premises in connection with the Work, the Licensee shall require such Licensee Party to maintain Workers' Compensation Insurance, Professional Liability Insurance and Standard Public Liability Insurance in amounts corresponding to those required of the Licensee hereinabove, and shall provide applicable Certificates of Insurance evidencing such insurance to the Licensor prior to access or the commencement of any work at the Premises by said Licensee Party. Licensee shall require that a written insurance provision corresponding to

and documenting such insurance requirements, including a covenant running to the benefit of the Licensors, shall be included in all written agreements of the Licensee with such Licensee Parties and Licensee shall provide Licensors with evidence of compliance with this requirement prior to access or the commencement of any work at the Premises by said Licensee Party.

7. **Indemnification.** The Licensee agrees to indemnify, defend and hold harmless the Licensors, the member towns of the Licensors, and their respective elected and appointed officials, committees (including but not limited to the School Committees and members of the School Committees within the Martha's Vineyard regional school districts), and each of its or their respective officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns and others for whom the Licensors, the member towns of the Licensors and the School Committees for whom the Licensors may have legal responsibility (together, the "Licensor Parties") jointly and severally, from and against any and all costs, demands, liabilities, suits, judgments, decrees, orders, actions, causes of action, claims of personal or bodily injury, claims of damage or loss for property, and all claims for any other losses of whatever kind or character, name or nature, responsibility and liability for all costs, expenses and liability including but not limited to the costs of defense and all insurance deductibles, legal and/or other costs and expenses of the Licensor Parties, and damages of whatever nature to persons or property, whether direct or incidental, that results from or in connection with this License, and/or may arise out of or relate to any occurrence in, upon or about and to or from the access to and/or use of the Premises (and including without limitation any parking areas or access points to the Premises) by the Licensee Parties, and/or arising out of any action or omission that may constitute a default or breach by the Licensee or any of the Licensee Parties of this License, and/or any violation or failure to fully observe and comply with any applicable codes or laws in relation thereto, and/or which may arise out of or relate to any assertion, dispute, complaint, action, cause of action or other claim regarding the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities engaged in or related to the Premises by the Licensee Parties relating to the Premises, and/or caused in whole or in part by any act or omission of any of the Licensee Parties, to the fullest extent permitted by law.

Licensee hereby agrees and acknowledges that it shall obtain a corresponding indemnification covenant running to the benefit of the Licensor Parties from each party with whom the Licensee contracts who may or does enter onto the Premises and/or performs services of any name or nature related to or arising out of the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities engaged in or related to the Premises by the Licensee Parties. Licensee shall require that a written indemnification provision corresponding to and documenting such indemnification of the Licensor Parties by parties contracting with the Licensee shall be included in all written agreements of the Licensee with such contractors, subcontractors, agents, servants, affiliates, and/or employees of the Licensee and Licensee shall provide copies of the proposed provision to be so included in such agreements to the Licensors for review and approval prior to signing such agreements and, after execution of such agreement, shall provide the Licensors with a copy of such signed agreement documenting the inclusion of such provision. Such documents shall be provided to Licensors prior to the commencement of any access to the Premises and/or prior to the commencement of

any design, feasibility, inspection, testing, pre-construction, construction and/or post-construction agreements and activities related to the Premises by any of the Licensee's Parties.

8. **Responsibility for Damage.** The Licenser shall not be responsible for any damages to the Premises during the Work. All damages to the Premises, including all grounds, parking areas, access points, buildings, facilities and all equipment therein or thereon, arising out of or in connection with the access to and/or use thereof by any one or more of the Licensee Parties shall be the sole responsibility of the Licensee. Licensee shall immediately repair and restore the Premises to its undamaged condition and/or replace any damaged items and shall pay reasonable costs to repair any such damage and replace and restore the items so damaged. At the Licenser's option, but without any obligation hereunder to do so, the Licenser may repair and restore the Premises to its undamaged condition and/or replace any damaged items and shall present Licensee with invoices or receipts for such repairs, restoration and replacement, whereupon the Licensee shall promptly pay such amounts directly to the Licenser. Alternatively, at the Licenser's option, the Licenser may make a claim for such damage under the insurance policy or policies to be provided by Licensee, as set forth in Section 6 hereof.

To the maximum extent permitted by law, the Licenser shall not be responsible for any damages to or loss of equipment or property of the Licensee and/or for any damages to or loss of equipment or property of any of the Licensee Parties, or for any damages to or loss of supplies, materials and/or equipment delivered to the Premises in connection with the Work, at any time or for any reason; in the event of damage to or loss of such equipment, property, supplies or materials, as between the Licenser and the Licensee, such loss or damage shall be the sole responsibility of the Licensee.

9. **Inaccessibility of Portions of the Premises.** The Licenser acknowledges that during the Work, it may be necessary for all or portions of the Premises to be rendered inaccessible to the public from time to time and/or until the Work is completed. Licensee shall provide advance written notification to the Licenser and seek the Licenser's written permission before making any portion of the Premises inaccessible to the public. Such notification shall include a description of the area to be affected, the reasons for making such area inaccessible, a description of the method by which the Licensee proposes to make the area inaccessible, and the period during which the Licensee reasonably anticipates that such area will be inaccessible, and any other information reasonably requested by the Licenser for the purpose of evaluating such request. Licensee shall not commence to make the area inaccessible or proceed with the Work requiring the inaccessibility until such time as Licenser has granted such permission in writing. Upon granting such permission in writing, the Licenser agrees that Licenser shall use reasonable efforts to arrange for all school-related activities typically held on the inaccessible area of the Premises to be held off the Premises until the Work in that inaccessible area of the Premises is complete or until this License terminates, is suspended, revoked or rescinded.

10. **Conditions on Licensee's Use of the Premises.**

A. Prior to the commencement of the design, feasibility, inspection, testing, and pre-construction tasks and activities related to any Phase of the Work, Licensee shall submit written plans and specifications satisfactory in form, substance and detail to the Licenser and/or its

designees in their sole and exclusive discretion, describing the planned activities of the Licensee on or related to the Premises for such Phase, the identities of the Licensee Parties who will be conducting such planned activities, the type and quality of materials, equipment and materials to be used, and the reasonable estimate of costs of such Phase (the "Preliminary Plans"). The Licensor shall have the right to review such plans and provide or deny, in the Licensor's sole and exclusive discretion, permission for the Licensee to proceed with the design, feasibility, inspection, testing, and pre-construction Work for such Phase, and shall further have the right to impose conditions on Licensee's right to proceed with the design, feasibility, inspection, testing, and pre-construction Work for such Phase. Such conditions may include, but shall not be limited to, the right to require that Licensee demonstrate prior to the commencement of any Work that (i) Licensee has available and unencumbered funds equal to one hundred twenty-five percent of the estimated cost of the design, feasibility, inspection, testing, and pre-construction Work for such Phase, and (ii) Licensee and all Licensee Parties are in compliance with all terms and conditions of this License, including but not limited to the provisions of paragraph C of this Section 10. The Licensee Parties shall not proceed with or commence the design, feasibility, inspection, testing, and pre-construction Work for such Phase until such time as the Licensor has approved the Preliminary Plans for such Phase.

B. Upon conclusion of the design, feasibility, inspection, testing, and pre-construction tasks and activities related to any Phase of the Work and prior to commencement of the activities and tasks related to contract, construction and post-construction Work related to any Phase, Licensee shall submit final written plans and specifications satisfactory in form, substance and detail to the Licensor and/or its designees in their sole and exclusive discretion, describing the planned activities of the Licensee on or related to the Premises for such Phase, the type and quality of materials, equipment and materials to be used, the identities of the Licensee Parties who will be conducting such planned activities, and the reasonable estimate of costs of such Phase (the "Final Plans"). The Licensor shall have the right to review such plans and provide or deny, in the Licensor's sole and exclusive discretion, permission for the Licensee to proceed with the contract, construction and post-construction Work for such Phase, and shall further have the right to impose conditions on Licensee's right to proceed with the contract, construction and post-construction Work for such Phase. Such conditions may include, but shall not be limited to, the right to require that Licensee demonstrate prior to the commencement of any Work that (i) Licensee has available and unencumbered funds equal to one hundred twenty-five percent of the estimated cost of such Phase, (ii) Licensee and all Licensee Parties are in compliance with all terms and conditions of this License. The Licensee Parties shall not proceed with or commence the contract, construction and post-construction Work for such Phase until such time as the Licensor has approved the Final Plans for such Phase.

C. Prior to commencing the design, feasibility, inspection, testing, and pre-construction Work for any particular Phase, and prior to commencing the contract, construction and post-construction Work for any particular Phase, the Licensee shall obtain written agreements from each Licensee Party who will perform any tasks or activities with regard to such Phase; such written agreements shall include agreements and acknowledgements by the Licensee and each Licensee Party that: (i) Licensee does not own the Premises and that the owner of the Premises, namely Licensor, has no financial liability or responsibility, in law or in equity, to such Licensee Parties and such Licensee Parties shall make no claim against the Licensor Parties for utilities,

services, labor, payment, products, supplies, goods, or materials provided and/or improvements made to the Premises in connection with the Work, including without limitation any claim for unjust enrichment, quantum meruit and/or promissory estoppel, (ii) neither the Licensee nor any of the Licensee Parties shall place mechanic's liens or other liens on the Premises relating to or for services provided and/or improvements made to the Premises in connection with the Work, (iii) with the exception of those Licensee Party obligations stated in such agreement, there is no form of legal relationship between the Licensor Parties and Licensee Parties, including but not limited to any form of business or employment relationship, (iv) the Licensee Party shall obtain and provide payment and performance bonds in amounts reasonably required to secure the Licensee Party's performance obligations for the Work, (v) the Licensee Party shall secure and maintain insurance and provide certificates evidencing the same as required of Licensee Parties under Section 6 of the License, (vi) the Licensee Party shall and does ratify, confirm and provide the indemnifications running to the benefit of the Licensor Parties as required of Licensee Parties under Section 7 of the License, (vii) the Licensee Party acknowledges that the Prevailing Wage Act applies to the Work and the Licensee Party and all subcontractors of the Licensee Party shall observe and comply with the Prevailing Wage Law, (viii) all work, services, materials and equipment provided by Licensee Parties shall conform to Project specifications and be first quality, new and of the best grade and all workmanship by the Licensee Party shall conform to Project specifications and be the best practice in the trade, and skilled workers in their field shall perform all work, or licensed tradesmen in the event a license is required, (ix) all work, materials and equipment provided, used or installed shall carry customary warranties or guaranties running to the Licensor and all manufacturer's and installer's warranties will be assigned to Licensor, (x) the Licensee Party shall perform all Work in a manner which complies with all local, state and federal laws, regulations and requirements, and with all school use policies and rules and regulations (xi) prior to the release of any payment and performance bonds submitted by any Licensee Party, the Licensee Party shall provide and the Licensee shall receive evidence that all providers of material and labor have been paid in full and the Work has been inspected and approved by the applicable inspection authorities in the Town of Eastham, (xii) the Licensee Party assumes the obligations of, ratifies and confirms and agrees to observe and comply with all conditions and obligations imposed on Licensee Parties under this License, and (xiii) the Licensee Party acknowledges the right of the Licensor Parties to enforce the above-referenced agreements and acknowledgements against the Licensee Party.

D. In the event that, in the course of any Phase, the Work progresses in such a way that there is or is anticipated to be either (i) a substantial change or deviation from the Final Plans such that the nature or location of the fields and/or facilities to be constructed may be altered, or (ii) the Licensee may not have sufficient funds to complete the Work in that particular Phase, or (iii) a material change in the scope or quality of the Work or products to be used or installed in connection with the Work, then the Licensee shall promptly notify the Licensor and seek the approval of the Licensor before proceeding to implement the proposed changes or deviation. Such notification shall include a description of the anticipated change or deviation, the reasons for the change, and the effect of such change on the Work and the financial projections for the Work (the "Amended Plans"). The Licensor shall have the right to review the Amended Plans and shall have the right, in the Licensor's sole and exclusive discretion, to provide or deny, permission for the Licensee to proceed with the Work for such Phase based on the Amended

Plans, and shall further have the right to impose additional conditions on Licensee's right to proceed with the Work for such Phase.

E. The Licensee acknowledges that nothing in this License binds any Licensor Party to complete the Work or any Phase of the Work initiated by the Licensee or any Licensee Party or to expend any funds of any Licensor Party toward the completion of the Work; Licensee further acknowledges and agrees that there is no implied obligation or oral agreement that does or would require such payment or expenditure of funds by any Licensor Party. Licensee acknowledges and agrees that (i) Licensee rather than Licensor shall assume all obligations typically assumed by an owner of property during pre-construction, construction and post-construction phases of a building project; (ii) Licensor shall not be responsible for and shall bear no costs of preparing the site for construction and/or for removal or disposal of any materials or equipment existing at the site, which removal and disposal shall be completed by licensed and insured professionals in a manner which complies with all local, state and federal laws, regulations and requirements, and all of which shall be the responsibility of the Licensee; and (iii) Licensee shall be responsible to determine the need for and to obtain all local, state and federal permits, licenses and approvals, including all costs and expenses associated therewith, in connection with any part of the Work. Without limitation of any provision of this License Agreement, Licensee hereby agrees to hold the Licensor Parties harmless and to indemnify the Licensor Parties from and against any claims, demands, fines, penalties or other damages arising in connection with any failure to obtain such permits, licenses and approvals.

F. The Licensee acknowledges that nothing in this License binds the Licensor to approve or permit the Licensee and/or the Licensee Parties to proceed from one Phase in the Work to the next Phase in the Work and the Licensor may terminate and/or refuse to approve progression through the various Phases of the Work, temporarily or permanently, at any time, all in the Licensor's sole and exclusive discretion.

11. Rules and Regulations. Licensee acknowledges that Licensor is a public school and a public use facility, and that the Premises are an integral part of the school campus and those public activities which occur thereon. Licensee agrees to use its best efforts to ensure that to the greatest extent possible, the access to and use of the Premises by the Licensee Parties will not materially interfere with the conduct of normal and ordinary school operations and activities on the school campus and/or those public uses of the campus, including but not limited to extracurricular activities, athletics and community uses. Licensee further agrees that the Licensee Parties will abide by all school rules and regulations, including but not limited to the following:

- (a.) There shall be no disorderly conduct in or around the Premises.
- (b.) There shall be no language, music or other sound which is excessively loud or offensive.
- (c.) There shall be no smoking in or on the Premises or school grounds.

(d.) There shall be no use, storage, possession, sale or service of alcoholic beverages or other controlled substances on the Premises.

(e.) There shall be no act or presentation on or about the Premises which would be unlawful, immoral or might otherwise injure the reputation of the District.

(f.) The Licensee Parties shall not conduct any activity on or about the Premises which would cause a fire hazard.

(g.) The Licensee Parties shall not permit any form of dress or clothing which is inappropriate for a school campus.

Licensor shall have unrestricted access to the Premises at all times to assure compliance with the above rules and regulations.

12. **Signage.** The Licensee shall not erect, install or otherwise place on or at the Premises signage of any name or nature, whether temporary or permanent, and including but not limited to informational signage, directional signage, advertising signage, sponsorship signage, or any other type of signage, without the prior written consent of the Licensor, which consent may be withheld, delayed and/or conditioned in the Licensor's sole and exclusive discretion. Such conditions may include the payment of a deposit satisfactory to the Licensor to secure the cost of the removal of any signage and the restoration of the site to its prior condition. In the event that the Licensor approves any signage, the Licensee acknowledges that such approval is preliminary only and the Licensee shall be responsible, at Licensee's sole cost and expense, for obtaining all requisite federal, state and local approvals for the same as well as for any and all costs and expenses associated with the erection, installation, placement, maintenance and removal of the same. Upon termination of this License, for whatever reason, all signage so erected, installed and/or placed by the Licensee shall, at the sole and exclusive option of the Licensor, be removed, whereupon the Premises shall be restored to its prior condition at the sole and exclusive expense of the Licensee.

13. **Improvements.** The Licensee may make alterations and/or improvements to the Premises only as described herein and Exhibit A, attached hereto, and only after receiving in each instance the written permission of the Licensor pursuant to Section 10. Any further improvements and/or alterations of the Premises shall be made only upon the receipt of the written approval of the Licensor which approval may be withheld, delayed or conditioned in the Licensor's sole and exclusive discretion and in compliance with the procedures and requirements as set forth in Section 10.

Upon termination of the License, whether pursuant to expiration or as a result of the revocation, rescission, suspension or other termination, with the exception of those alterations and/or improvements that the Licensor requires the Licensee to remove as part of the restoration of the Premises, all alterations and/or improvements made to the Premises by the Licensee shall be and become part of the Premises and shall be owned solely by the Licensor; Licensor shall have sole and exclusive control over the use of such improvements by the Licensor, the public, the Licensee, and all third parties who claim an interest or right by or through the Licensee. In

the event that user fees and/or other revenues are imposed or received from any persons or entities in connection with the use of the Premises and/or the improvements and alterations made thereto by the Licensee Parties, neither the Licensee nor any Licensee Party shall have any right, title or interest in or to such user fees or other revenues, all of which shall be paid to and become the exclusive property of the Licensors.

14. **Covenants of the Licensee.** During the terms of this License, the Licensee shall use the Premises only in accordance with the terms and conditions set forth herein. The Licensee shall not discriminate on the basis of gender, sexual orientation, race, religion, color, national origin or non-disqualifying handicap, including without limitation with respect to acts or omissions relating to participants in its activities, its employees, agents, contractors, applicants for employment, patrons, members of the public, and/or any other persons who, for whatever reason, come in contact with the Licensee and/or the employees, agents, servants or contractors of the Licensee in connection with the Premises. The Licensee shall operate and shall use the Premises only in accordance with all applicable federal, state, and local laws, ordinances and regulations and shall comply with (and require all Licensee Parties and all parties accessing the Premises in connection with the Licensee) to comply with all school use policies and rules and regulations whether currently existing or as they may be promulgated and/or amended at any time or from time to time during the term of this License. The Licensee represents and warrants that it is a fully qualified tax-exempt, non-profit corporation, qualified under Section 501 (c)(3) of the Internal Revenue Code, and that it shall maintain such status for the term of this License. The Licensee shall not permit, suffer to exist, cause to be filed, or file any lien or encumbrance of any kind upon the Premises and shall take all steps necessary to discharge any such lien or encumbrance so filed.

15. **Security.** Licensee acknowledges that the Licensors will not provide any additional security for the Premises during the term of this License. With advance notice and approval of the Licensors, Licensee shall provide all security and life safety services and personnel reasonably necessary for safety or security purposes during or related to any use of the Premises by the Licensee Parties, as well as all security which Licensee deems necessary to protect the security of the property of the Licensee Parties and to secure Licensee's obligations hereunder during such times as the Premises is not in active use, all at the Licensee's sole cost and expense.

16. **Financial Security.** In order to induce the Licensors to enter into this License and, going forward, the Licensee shall at each Phase of the Work and/or from time to time be required by the Licensors to provide, certain financial information and statements to the Licensors. Licensee certifies that such financial information and statements are a full and accurate representation of the financial condition of the Licensee and are true and correct in all material respects as of the date of execution of this License and agrees to make such a certification each time such financial information and statements are provided to the Licensors as the Work progresses.

17. **Default and Remedies.** In the event that Licensee shall be in breach of any term, obligation, covenant or agreement set forth in this License or if Licensee shall file a voluntary petition in bankruptcy, or be declared a bankrupt, or shall assign its assets for the benefit of creditors, or if a receiver or trustee shall be appointed of Licensee's property, or if this License shall by operation of law devolve upon or pass to any person or entity other than Licensee, then

and in any of such events, Licensors may, if it elects so to do, without further notice, terminate this License and Licensee's rights hereunder without demand or notice, enter upon the Premises, take exclusive possession thereof and at the Licensors election and without demand or notice to Licensee and/or those claiming by, through or under Licensee and without liability to Licensee and/or those claiming by, through and/or under Licensee: (1) remove any and all Licensee Parties and their respective goods and effects, forcibly if necessary, and (2) store such goods and effects in the name and at the expense of Licensee, and thenceforth hold and enjoy the said Premises as if this License had not been made, without prejudice, however, to any right of action or remedy of Licensors in respect of any breach by Licensee of any of the terms, obligations, covenants or agreements herein contained. The remedies herein provided shall be in addition to any and all other legal and equitable rights and remedies which Licensors may have for any failure on the part of Licensors to perform any of the terms, obligations, covenants or agreements set forth in this License. Licensors shall not be required to mitigate its damages by attempting to locate a substitute licensee for the Premises.

18. Miscellaneous Provisions.

A. The invalidity or unenforceability of any particular provision of this License shall not affect the other provisions hereof and this License shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

B. The parties acknowledge and agree that, in addition to any and all of the remedies that may be available in the event of the breach of this License, the Licensors shall be entitled to specific performance of all agreements and obligations of the Licensee and any other party or signatory hereto and to appropriate injunctive relief as may be granted by a court of competent jurisdiction. In the event that any provision of this License shall be deemed in violation of public policy, illegal or unenforceable in law or in equity, such finding shall in no event invalidate any other provision of this License.

C. This License, together with the Exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties in connection with the access to and use of the Premises by the Licensee, superseding and replacing any prior agreements, oral or written. Subject to the rights of the Licensors to revoke, suspend, terminate or rescind this License pursuant to Section 2 hereof, this License shall not be amended except by written agreement signed by both the Licensors and the Licensee. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts

D. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by any party to whom such compliance is owed. No failure to exercise and no delay in exercising any right, power or remedy under this License shall constitute a waiver of such right, power or remedy. No waiver of any right, power, remedy or provision of this License in any one instance shall be deemed or construed to operate as a waiver of such right, power, remedy or provision in any other instance.

E. The Licensee shall not assign its rights and responsibilities pursuant to this License without the prior written consent of the Licensor, which may be withheld, delayed and/or conditioned by the District in its sole and exclusive discretion.

F. Each party agrees that it will execute and deliver, or cause to be executed and delivered, on or after the date of this License, all such other instruments and will take all reasonable actions as the other party may reasonably request from time to time in order to effectuate the provisions and purposes of this License.

G. The Licensor shall not be and is not intended to be, in any way or for any purpose, a partner, sponsor, joint venturer or member of a joint enterprise with the Licensee, and/or any Licensee Party, in the conduct of any business, activity, event, operations or otherwise, including but not limited to the design, feasibility, inspection, testing, pre-construction, construction and post-construction agreements and activities related to the Premises. Nothing in this License shall in any way be construed to constitute or create any agency or employment relationship between the Licensee Parties or any of their respective contractors, subcontractors, employees, agents, representatives or servants, on the one hand, and the Licensor, on the other hand. Licensee Parties shall be solely responsible for payment of all compensation due to their respective contractors, subcontractors, employees, agents, representatives and/or servants and shall assume responsibility for payment of prevailing wages if applicable and for all taxes, withholdings and contributions imposed or required under federal, state or local unemployment insurance, social security, workers' compensation and income tax laws with respect to employees engaged by the Licensee Parties to render services pursuant to the Work. Licensee agrees to hold harmless, indemnify and defend the Licensor Parties, jointly and severally, from and against any and all costs, demands, liabilities, suits, judgments, decrees, orders, actions, causes of action, and all claims for any other losses of whatever kind or character, name or nature, responsibility and liability for all costs, expenses and liability including but not limited to the costs of defense and all insurance deductibles, legal and/or other costs and expenses of the Licensor Parties, and damages of whatever nature to persons or property, whether direct or incidental, arising out of and/or claimed to arise from the payment or non-payment of such taxes or contributions by any Licensee Party.

H. The Licensee and the undersigned individual acting as signatory for the Licensee hereby each represent and warrant to the Licensor that the undersigned individual acting as signatory has been duly authorized by the organization identified herein as the Licensee to enter into and execute this Agreement for and on behalf of such organization and each and every obligation of the Licensee herein shall and will constitute the legal, valid and binding obligation of such organization, enforceable against such organization in accordance with its terms. The undersigned signatory for the Licensee hereby agrees that in the event that the organization identified herein as the Licensee disputes the signatory's authority to so bind the organization to this Agreement, the undersigned signatory shall be personally and individually responsible and liable for the full performance of all obligations of the Licensee herein, provided however, that such a dispute as to the signatory's authority shall not, in and of itself, relieve such organization from its own liability and responsibility for performance hereunder and such organization shall remain liable and responsible for performance in the absence of a final, unappealable

determination by a court of competent jurisdiction that the organization is not liable and responsible hereunder.

I. The obligations of the Licensee and the Licensee Parties hereunder, including but not limited to those obligations and covenants set forth at Sections 6, 7, 8, 12, 13, 14 and 17 hereof, shall survive termination of this License, whether such License terminates through expiration, revocation, rescission, suspension or other form of termination.

J. Pursuant to the requirements of applicable law, all persons who have direct and unmonitored contact with students must submit to a criminal offender record information (CORI) and state and national fingerprint-based criminal history record information (CHRI) checks. At this time the Licenser does not anticipate that any Licensee Parties shall have such direct and unmonitored contact with students. In the event that the Licenser later determines that any Licensee Party and/or its employees, agents, servants, subconsultants, contractors, subcontractors, staff, representatives, or any other personnel employed, engaged, volunteering, or otherwise providing services by or for a Licensee Party, whether employed and provided by Licensee or by a contractor, subcontractor, subconsultant, invitee or other organization providing services on behalf of or through Licensee, shall submit to CORI/CHRI checks before he/she is allowed to enter the Premises and/or perform services in connection with the Work. Licensee shall cooperate in the CORI/CHRI check process, including, if necessary obtaining the consent and proof of identification for each person submitting to the process and utilizing the CORI/CHRI forms provided by the Licenser for the CORI/CHRI check. The Licenser reserves the right to disapprove of any employee, agent, servant, subconsultant, contractor, subcontractor, staff member, representative, or other personnel and demand his/her replacement if the CORI/CHRI checks are unsuitable. Such CORI/CHRI checks shall be at the sole cost of the Licensee who shall promptly reimburse the Licenser for any out-of-pocket costs incurred by the Licenser.

K. Except as otherwise provided in this License, any notice under or relating to this License shall be given in writing and shall be deemed sufficiently given and served for all purposes at the time of delivery when personally delivered or delivered by overnight courier prepaid, and at the time when sent if sent by facsimile or email transmission, receipt confirmed, and five business days after mailing when mailed through the US postal service, postage prepaid, and addressed as follows:

If to the Licenser: Attn: Matthew D'Andrea, Superintendent
Martha's Vineyard Public Schools
4 Pine Street
Vineyard Haven, MA 02569

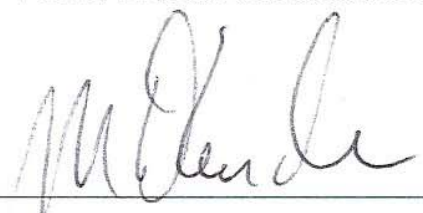
If to the Licensee: Attn: David Wallis, President
MV@PLAY, Inc.
9 Weeks Lane
Edgartown, MA 02539

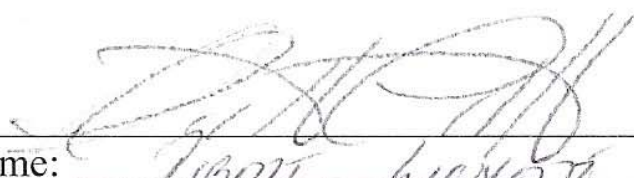
L. The Licensee acknowledges and agrees that it has had full right and opportunity to inspect the Premises and accepts the Premises in its "AS IS" condition; Licensor makes no representations or warranties as to the condition of the Premises, soil conditions, the presence of utilities, and/or as to its fitness for any particular purpose.

IN WITNESS WHEREOF, each of the parties hereto executed this instrument on the date first stated above.

LICENSOR:

MARTHA'S VINEYARD REGIONAL HIGH SCHOOL

By: 
Name:
Hereunto duly authorized


Name: John L. Loring
as an authorized representative of the Martha's
Vineyard School Committee

LICENSEE:

MV@PLAY, INC.

By: 
Name: David Wallis
Title: President

