



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**DIVISION of PARKS and RECREATION**  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: [www.nhstateparks.org](http://www.nhstateparks.org)

October 31, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to amend the terms of the Lease Agreement (Lease) with the White Mountains Recreation Association, Inc. d/b/a White Mountain Attractions Association (WMAA) by: 1) extending the Lease term for an additional three (3) year period to November 30, 2021 from November 30, 2018; 2) extending the monthly rent schedule to cover the additional 3 year period; and 3) extinguishing the requirement that the Lessee expend a certain amount in renovations, repairs, and/or upgrades to the Premises. The original Lease was approved by Governor and Executive Council on November 19, 2008, Item #81. An amendment to the Lease that enabled WMAA to exercise their option of a five year lease renewal and secure financing for \$275,000 for building improvements was approved by Governor and Executive Council on May 11, 2011, Item #25-C. No State funds are involved in this Amendment.

**EXPLANATION**

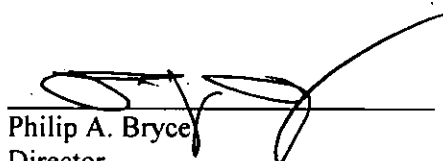
WMAA has provided the citizens and visitors of the State of New Hampshire with public and tourism business services since its inception in 1958. WMAA commenced operations from the Department's North Woodstock building in 1989, establishing a regional information and visitor center to promote tourism, provide visitor services, and support economic vitality in the White Mountains region.

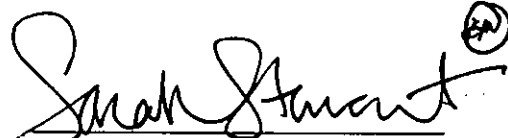
This Amendment extends the Lease term for an additional 3 year period to enable the Department to complete an appraisal of the fair market value of the Premises and associated rights, and to provide the parties the time to complete a longer-term plan for the use of the site by WMAA. The Amendment also extends the rent payments held at its current rate during the additional 3 year period, and extinguishes the requirement that the Lessee expend a certain amount in renovations, repairs, and/or upgrades to the Premises, as WMAA has already fulfilled this contractual obligation to the satisfaction of the Department.

The Attorney General's Office has approved this Amendment as to form, substance and execution.

Respectfully Submitted, .

Concurred,

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

**AMENDMENT TO  
LEASE AGREEMENT**

THIS AMENDMENT is made to the Lease Agreement (the "Agreement") pursuant to the terms of the Agreement by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (the "State" and the "Lessor") through its Commissioner, and the WHITE MOUNTAIN ATTRACTIONS ASSOCIATION (the "Lessee"), through its President, having its principal place of business at 200 Kancamagus Highway, North Woodstock, New Hampshire 03262.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement above mentioned, approved by the Governor and Executive Council on November 19, 2008 (Item #81), in which the State agreed to lease to the Lessee, and the Lessee agreed accept, subject to the terms and conditions of said Agreement, the building and adjacent areas, including walkways and parking areas, located at 200 Kancamagus Highway, North Woodstock, New Hampshire (the "Premises"), which is owned by the State; and

WHEREAS, pursuant to the provisions of Item 1 of said Agreement, approved by the Governor and Executive Council on May 11, 2011 (Item #25-C), in which the Lessee requested and was granted their right to exercise the additional five-year option to renew; and

WHEREAS, pursuant to the provisions of Item 18 of said Agreement, the Agreement may be amended only by a written instrument executed by the State and the Lessee and, if necessary, as deemed by the State, the Governor and Council of the State; and

WHEREAS, pursuant to the provisions of Item 18 of said Agreement, the parties agree to amend Item 1 of the Agreement to extend the term for an additional three (3) years so as to enable the State to complete an appraisal of the fair market value of the Premises and associated rights, and to provide the parties the time to complete a longer-term plan for the use of the site by White Mountain Attractions;

WHEREAS, pursuant to the provisions of Item 18 of said Agreement, the parties agree to amend Item 6 of the Agreement to hold the amount of rent at its current rate during the additional three (3) year term;

WHEREAS, pursuant to the provisions of Item 18 of said Agreement, the parties agree to extinguish Item 10, paragraph 3, of the Agreement that requires the Lessee to expend a certain amount in renovations, repairs, and/or upgrades to the Premises, as the Lessee having fulfilled this contractual obligation to the satisfaction of the Lessor; and

NOW THEREFORE in consideration of the foregoing, and the covenants and conditions contained in the Agreement and amendments set forth herein, the parties do hereby agree as follows:

1. TERMS OF AGREEMENT. To amend Item 1 of the Agreement to the term an additional three (3) years with Governor and Council approval through November 30, 2021.

2. RENT. To amend Item 6 of the Agreement to add the following new line to the rent schedule:

December 1, 2018      \$950 per month for 36 months

3. REPAIRS AND MAINTENANCE. To extinguish the requirements in Item 10, paragraph 3 of the Agreement.
4. CONTINUANCE OF AGREEMENT. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

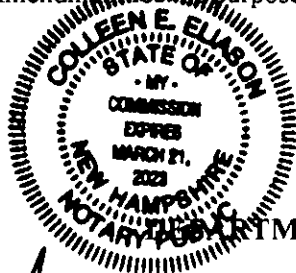
IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

**WHITE MOUNTAIN ATTRACTIONS ASSOCIATION**

By: [Signature] Date: 10-30-18  
Jayne O'Conner, President (Duly authorized)

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

On this 30 day of Oct, 2018, before me, Colleen E. Eliason, the undersigned officer, personally appeared Jayne O'Conner, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Amendment for the purposes therein contained.



[Signature]  
Notary Public/Justice of the Peace  
My commission expires: 3/21/23

**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

[Signature]  
Witness

By: [Signature] Date: 11/1/18  
Sarah L. Stewart, Commissioner

Approved as to form, substance and execution  
by the Attorney General's Office:

[Signature] Date: 11/1/18

Approved by Governor and Council: Date: \_\_\_\_\_ Item#: \_\_\_\_\_

SLS/ttl-103018

# State of New Hampshire

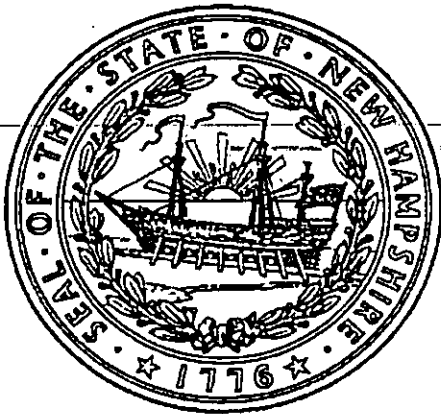
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63779

Certificate Number : 0004206185



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 30th day of October A.D. 2018.

William M. Gardner

Secretary of State



# White Mountains Attractions Association

PO BOX 10, NORTH WOODSTOCK, NEW HAMPSHIRE 03262 USA  
603-745-8720 • TOLL-FREE 1-800-346-3687 • FAX 603-745-6765  
www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

## Officers

**Jim Miller**

*Chairperson*

Santa's Village  
Jefferson, NH 03583

**Benjamin Clark**

*Vice-Chairperson*

Hobo Railroad  
Lincoln, NH 03251

**John Lowell**

*Treasurer*

Attitash Mountain Resort  
Bartlett, NH 03812

**Benjamin Wilcox**

*Secretary*

Cranmore Mountain Resort  
North Conway, NH 03860

**Andrew Noyes**

*Ex-Officio*

Loon Mountain  
Lincoln, NH 03251

**Jayne O'Connor**

*President*

White Mountains Attractions  
North Woodstock, NH 03262

## Members

ALPINE ADVENTURES

Lincoln, NH

ATTITASH MOUNTAIN RESORT

Bartlett, NH

CANNON MT. AERIAL TRAMWAY

Franconia, NH

CLARK'S TRADING POST

Lincoln, NH

CONWAY SCENIC RAILROAD

North Conway, NH

CRANMORE MOUNTAIN RESORT

North Conway, NH

FLUME GORGE

Lincoln, NH

HOBO RAILROAD

Lincoln, NH

LOON MOUNTAIN

Lincoln, NH

LOST RIVER GORGE

North Woodstock, NH

MT. WASHINGTON AUTO ROAD

Pinkham Notch, NH

MT. WASHINGTON COG RAILWAY

Bretton Woods, NH

POLAR CAVES PARK

Rumney, NH

SANTA'S VILLAGE

Jefferson, NH

STORY LAND

Glen, NH

WHALE'S TALE WATER PARK

Lincoln, NH

WILDCAT MOUNTAIN

Pinkham Notch, NH

## CERTIFICATE OF VOTE

I, Benjamin Clark, hereby certify that I am duly elected officer of White Mountains Recreation Association, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on October 25, 2018 at which a quorum of the Board was present and voting:

Voted:

John DeVivo made a motion to accept the lease with the State of New Hampshire for the White Mountains Visitor Center building as presented today and authorize Jayne O'Connor sign it accordingly. Second by David Swirk. Approval was unanimous.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of October 30, 2018.

ATTEST:

October 30, 2018

Benjamin Clark

Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
K&K INSURANCE GROUP, INC.  
P.O. BOX 2338  
FORT WAYNE, IN 46801

CONTACT NAME: EVENTS & ATTRACTIONS  
PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: NATIONAL CASUALTY COMPANY 11991

INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
WHITE MOUNTAINS RECREATION ASSOCIATION  
DBA: WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1)  
200 KANCAMAGUS HIGHWAY  
NORTH WOODSTOCK, NH 03262

## COVERAGES

CERTIFICATE NUMBER: C92665

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			KKO0000022401700	10/1/2018 12:01 AM	10/1/2019 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE NONE PRODUCTS - COMPROP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0000022401800	10/1/2018 12:01 AM	10/1/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XKO0000022401900	10/1/2018 12:01 AM	10/1/2019 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N	N/A		WCC0000033009806	10/1/2018 12:01 AM	10/1/2019 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE

## CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE  
DIVISION OF NATURAL & CULTURAL RESOURCES  
172 PEMBROKE ROAD  
CONCORD NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EOP NUMBER C92688

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

10/30/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY K&K INSURANCE GROUP, INC. P.O BOX 2338 FORT WAYNE, IN 46801		PHONE (A/C, No, Ext): 800-553-8368	COMPANY National Casualty Company	
FAX (A/C, No): 260-459-5624	E-MAIL ADDRESS:			
CODE:	SUB CODE:		LOAN NUMBER	POLICY NUMBER KKO0000022401700 PKG
AGENCY CUSTOMER ID:			EFFECTIVE DATE 10/1/2018 12:01 AM	EXPIRATION DATE 10/1/2019 12:01 AM
INSURED WHITE MOUNTAINS RECREATION ASSOCIATION DBA : WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1) 200 KANCAMAGUS HIGHWAY NORTH WOODSTOCK, NH 03262			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION****LOCATION/DESCRIPTION**

LOC 1: 1712 LOST RIVER RD RT 112 W, NORTH WOODSTOCK, NH 03262

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


**COVERAGE INFORMATION**PERILS INSURED ☐ BASIC☐ BROAD☐ SPECIAL☒

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDING - REPLACEMENT COST/90% CO-INS	\$1,006,468	\$1,000
BUSINESS PERSONAL PROPERTY - REPLACEMENT COST/90% CO-INS	\$115,000	\$1,000

**REMARKS (including Special Conditions)****EVIDENCE OF COVERAGE:****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS STATE OF NEW HAMPSHIRE DIVISION OF NATURAL & CULTURAL RESOURCES 172 PEMBROKE ROAD CONCORD NH 03301	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

GBC 05/11/2011  
Item #25-C

April 27, 2011

cc: Karen for  
lease payments

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION** # 2011-BPO-1

1) Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to amend a lease agreement with the White Mountain Attractions Association (WMAA) to allow WMAA to request of the State, six months to 31 months prior to the end of the current agreement term, their intent to exercise their additional five-year option to renew the lease. The original lease was approved by Governor and Executive Council on November 19, 2008, item #81. No State funds are involved in this amendment.

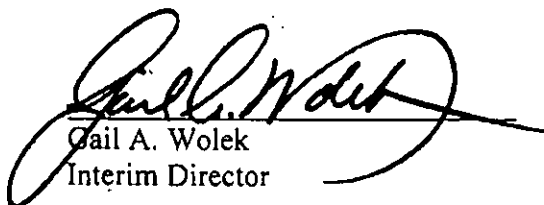
2) Further authorize the Department to exercise a lease agreement renewal option with WMAA for the period of December 1, 2013 through November 30, 2018, in order to perform \$275,000 in building improvements. All other terms and conditions remain unchanged.

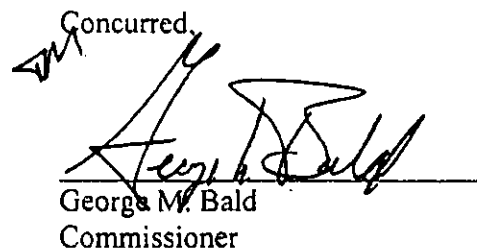
**EXPLANATION**

In accordance with the current lease, WMAA was to perform \$100,000 in renovations over the course of the term to the building owned by the Department and located at 200 Kancamagus Highway. Instead, White Mountain Attractions has requested to perform \$275,000 in renovations which include new business promotion areas, a family restroom, and upgrades to the accessibility of the building. However, in order to secure the financing for this project, WMAA is being required by their financial institution to have a lease agreement with the Department for more than the remaining three years under the current lease. Therefore, your approval of this amendment will allow WMAA to move forward with their renovations. These improvements will benefit the Department, as well as our visitors to New Hampshire.

The Attorney General's Office has approved this lease agreement amendment as to form, substance and execution.

Respectfully Submitted,

  
Gail A. Wolek  
Interim Director

Concurred,  
  
George M. Bald  
Commissioner

GMB/GAW/jc/ttl2

Attachments

TDD ACCESS: RELAY NH 1-800-735-2964





**AMENDMENT TO  
LEASE AGREEMENT**

THIS AMENDMENT is made to the Lease Agreement ( the "Agreement") pursuant to the terms of the Agreement by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT (the "State" and the "Lessee") through its Commissioner, and the WHITE MOUNTAIN ATTRACTIONS ASSOCIATION (the "Lessee"), through its President, having its principal place of business at 200 Kancamagus Highway, North Woodstock, New Hampshire 03262.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement above mentioned, approved by the Governor and Executive Council on November 19, 2008 (Item #81), in which the State agreed to lease to the Lessee, and the Lessee agreed accept, subject to the terms and conditions of said Agreement, the building and adjacent areas, including walkways and parking areas, located at 200 Kancamagus Highway, North Woodstock, New Hampshire (the "Premises"), which is owned by the State; and

WHEREAS, pursuant to the provisions of Item 18 of said Agreement, the Agreement may be amended only by a written instrument executed by the State and the Lessee and, if necessary, as deemed by the State, the Governor and Council of the State; and

WHEREAS, pursuant to the provisions of Item 1 of said Agreement, the term of the Agreement is granted an additional five-year option to renew at the Lessee's request, and that six-months prior to the end of the term, the Lessee shall request in writing to the State, their right to exercise the additional five-year option to renew; and

WHEREAS, pursuant to the provisions of Item 10 of said Agreement, the Lessee agrees to expend at least \$100,000 in renovations, repairs, and/or upgrades to the Premises during the term of the lease; and

WHEREAS, pursuant to a written request from the Lessee, the Lessee seeks to renovate and improve the Premises in the amount of \$275,000 to include new business promotion areas, a family restroom, and accessibility upgrades; and that the Lessee's financing is contingent upon a long-term lease greater than the remaining term of three years ending on November 30, 2013; thus, the Lessee requests to exercise its five-year option to renew the Agreement at this time; and

WHEREAS, the parties agree to amend the Agreement in certain respects;

NOW THEREFORE in consideration of the foregoing, and the covenants and conditions contained in the Agreement and amendments set forth herein, the parties do hereby agree as follows:

1. TERMS OF AGREEMENT To amend Item 1 of the Agreement to allow the Lessee to request to the State their intent to exercise the additional five-year option to renew six months to 31 months prior to the end of the Agreement term, with Governor and Council approval.

2. REPAIRS AND MAINTENANCE To amend Item 10 of the Agreement by deleting the entire third paragraph and replacing it with:

"The Lessee agrees to expend at least \$275,000 in renovations, repairs, and/or upgrades to the Premises during the term of the Lease. The proposed renovations shall be submitted to the Commissioner of DRED in writing for his approval."

3. CONTINUANCE OF AGREEMENT Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

**WHITE MOUNTAIN ATTRACTIONS ASSOCIATION**

By Jayne O'Connor Date: 4/27/11  
Jayne O'Connor, President (Duly authorized)

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this 27<sup>th</sup> day of April, 2011, before me, Jayne O'Connor, the undersigned officer, personally appeared Jayne O'Connor, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Amendment for the purposes therein contained.

Brenda Chavin  
~~Notary Public~~/Justice of the Peace  
My commission expires: Sept 3, 2013

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

Brenda Chavin  
Witness

By George M. Bald Date: 4/27/11  
George M. Bald, Commissioner

Approved as to form, substance and execution  
by the Attorney General's Office

ATB

Date: 4/29/11

Approved by Governor and Council:

Date: 05/11/2011 Item#: 25-C

OMB/ttl.042711

**EXERCISE OF RENEWAL OPTION OF  
LEASE AGREEMENT  
BETWEEN THE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
AND THE  
WHITE MOUNTAIN ATTRACTIONS ASSOCIATION**

THIS EXERCISE OF RENEWAL OPTION (the "Renewal Option") is made pursuant to the Lease Agreement (the "Agreement") as granted according to the terms of the Agreement by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT (the "State" and "DRED"), through its Commissioner, and WHITE MOUNTAIN ATTRACTIONS ASSOCIATION (the "Lessee") having its principal place of business at 200 Kancamagus Highway, North Woodstock, New Hampshire 03262.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement above mentioned, approved by the Governor and Executive Council on 11/19/2008 ~~2008~~ 2008 # 81, in which the State agreed to lease to the Lessee, and the Lessee agrees to accept, subject to the terms and conditions set forth in said Agreement, the building and adjacent areas, including walkways and parking areas, located at 200 Kancamagus Highway North, North Woodstock, New Hampshire (the "Premises"), which is owned by the State; and

WHEREAS, pursuant to the provisions of Item 1 of the Agreement, the Lessee hereby wishes to exercise its option to renew the Agreement for an additional five years; and

WHEREAS, the parties hereto agree, pursuant to the exercise of the renewal option, to extend the term of the Agreement for an additional five years;

NOW THEREFORE in consideration of the foregoing exercise of the renewal option, and the covenants and conditions contain in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Term of Agreement

To extend the term of the Agreement to November 30, 2018, unless sooner terminated in accordance with the provisions of the Agreement, subject to the approval of the Governor and Executive Council.

2. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Renewal Option, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

**WHITE MOUNTAIN ATTRACTIONS ASSOCIATION**

By Jayne O'Connor Date: 4/28/11  
Jayne O'Connor, President (Duly authorized)

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this 28<sup>th</sup> day of April, 2011, before me, Leanne M. Lavoie, the undersigned officer, personally appeared Jayne O'Connor, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Amendment for the purposes therein contained.

Leanne M. Lavoie  
Notary Public/Justice of the Peace  
My commission expires:

LEANNE M. LAVOIE, Notary Public  
My Commission Expires August 22, 2012

**STATE OF NEW HAMPSHIRE**

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

ELG  
Witness

By George M. Bald  
George M. Bald, Commissioner

Date: 5/6/11

Approved as to form, substance and execution  
by the Attorney General's Office

ATB

Date: 5/11/11

Approved by Governor and Council:

Date: 5-11-11 Item#: 25-C

GMB/AB/ttl.042811



## White Mountains Attractions Association

PO BOX 10, NORTH WOODSTOCK, NEW HAMPSHIRE 03262  
603-745-8720 • TOLL-FREE 1-800-346-3687 • FAX 603-745-6765  
www.VisitWhiteMountains.com • Info@VisitWhiteMountains.com

### Officers

**Chairperson**  
JEFF WOODWARD  
Whale's Tale Water Park  
Lincoln, NH 03251

**Vice-Chairperson**  
CHRISTIAN GAINER  
Santa's Village  
Jefferson, NH 03583

**President**  
JAYNE O'CONNOR  
White Mountains Attractions  
North Woodstock, NH 03262

**Treasurer**  
BRENDA CLARK  
Hobo Railroad  
Lincoln, NH 03251

**Secretary**  
ROB AREY  
Polar Caves Park  
Rumney, NH 03266

**Ex-Officio**  
TOM CAUGHEY  
Wildcat Mountain  
Pinkham Notch, NH 03838

### Members

ATTITASH  
Bartlett, NH

CANNON MT. AERIAL TRAMWAY  
Franconia, NH

CLARK'S TRADING POST  
Lincoln, NH

CONWAY SCENIC RAILROAD  
North Conway, NH

FLUME GORGE  
Lincoln, NH

HOB0 RAILROAD  
Lincoln, NH

LOON MOUNTAIN  
Lincoln, NH

LOST RIVER GORGE & BOULDER CAVES  
North Woodstock, NH

MT. WASHINGTON AUTO ROAD  
Pinkham Notch, NH

MT. WASHINGTON COG RAILWAY  
Bretton Woods, NH

POLAR CAVES PARK  
Rumney, NH

SANTA'S VILLAGE  
Jefferson, NH

SIX GUN CITY  
Jefferson, NH

STORY LAND  
Glen, NH

WHALE'S TALE WATER PARK  
Lincoln, NH

WILDCAT MOUNTAIN  
Pinkham Notch, NH

Commissioner George Bald  
Dept. of Resources & Economic Development  
72 Pembroke Road  
Concord NH 03302-1856

April 12, 2011

Commissioner Bald:

The White Mountains Recreation Association would like to extend its lease of the White Mountain Visitor Center in North Woodstock, New Hampshire.

The organization is renovating the building, per the lease agreement, and has budgeted \$275,000 in improvements to include new business promotion areas, a family restroom, and upgrades to the accessibility of the building.

The financing requires a lease of more than the remaining three years. Therefore, WMRA would like to exercise its additional five year option, extending the lease through November 30, 2018.

Sincerely,

Jayne O'Connor  
President

# State of New Hampshire

## Department of State

### CERTIFICATE

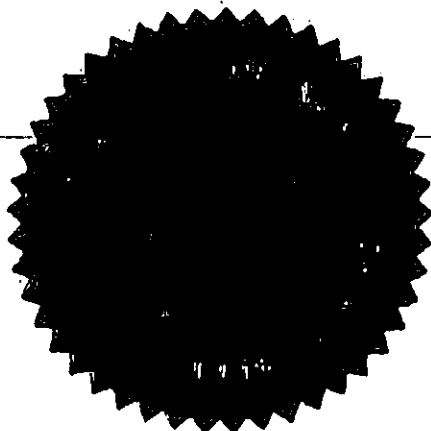
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed April 17, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire;  
this 27<sup>th</sup> day of April A.D. 2011



---

William M. Gardner  
Secretary of State





## White Mountains Attractions Association

PO BOX 10, NORTH WOODSTOCK, NEW HAMPSHIRE 03262  
603-745-8720 • TOLL-FREE 1-800-FIND MTS (346-3687)  
FAX 603-745-6765 • [www.VisitWhiteMountains.com](http://www.VisitWhiteMountains.com) • [Info@VisitWhiteMountains.com](mailto:Info@VisitWhiteMountains.com)

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TOM CAUGHEY  
Wildcat Mountain  
Pinkham Notch, NH 03838

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White Mountains Attractions Assoc.  
No. Woodstock, NH 03262

#### *Treasurer*

BRENDA CLARK  
Hobo Railroad  
Lincoln, NH 03251

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Jefferson, NH 03583

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JACK MAHANY  
Story Land  
Glen, NH 03838

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Plymouth, NH  
SANTA'S VILLAGE  
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SIX GUN CITY  
Jefferson, NH  
STORY LAND  
Glen, NH  
WHALE'S TALE WATER PARK  
Lincoln, NH  
WILDCAT MOUNTAIN  
Pinkham Notch, NH

### CERTIFICATE OF VOTE

I, Brenda Clark, hereby certify that I am duly elected officer of White Mountains Recreation Association, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on October 16, 2008 at which a quorum of the Board was present and voting:

Voted:

Howle Wemyss made a motion to accept the lease with the State of New Hampshire for the White Mountains Visitor Center building as presented today and authorize Jayne O'Connor sign it accordingly. Second by Christian Gainer. Approved unanimously.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 26<sup>th</sup> 2011.

ATTEST:

April 26, 2011

Brenda Clark  
Treasurer

SENDER

<b>ACORD™</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/26/11	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801		CONTACT NAME: Mark Hetherger PHONE: 800-637-4787 FAX: E-MAIL: (A.C. No.) ADDRESS: PRODUCER CUSTOMER ID R			
INSURED  WHITE MOUNTAINS RECREATION ASSOC., INC. D/B/A WHITE MOUNTAINS ATTRACTIONS & LOST P.O. BOX 10 NORTH WOODSTOCK, NH 03262		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: NATIONAL CASUALTY COMPANY		11991	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: 1602108

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> COMBINE & CONCURRENT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KK00001327700	12:01AM 10/01/10	12:01AM 10/01/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS-COMP/PROP AGG \$ 5000000 P&C 1st Lib \$ NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KK00001327700	12:01AM 10/01/10	12:01AM 10/01/11	COMBINED SINGLE LIMIT (EA Accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			KK00001327800	12:01AM 10/01/10	12:01AM 10/01/11	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 2000000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Nondisruptive in HQ) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STAT. <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Arise ACORD 101. Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE.

## CERTIFICATE HOLDER

STATE OF NH - DRED  
ATTN: COMMISSIONER GEORGE BALD  
PO BOX 1856  
CONCORD, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE

*Scott Fennell*



**ACORD****EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
4/26/11

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

PHONE

(A/C, No Ext)

COMPANY

K&K INSURANCE GROUP  
1712 MAGNAVOX WAY  
P.O. BOX 2338  
FORT WAYNE, IN 46801-2338

NATIONAL CASUALTY COMPANY

CODE

SUB CODE

AGENCY

CUSTOMER ID#

INSURED

WHITE MOUNTAINS RECREATION ASSOC., INC.  
DBA: WHITE MOUNTAINS ATTRACTIONS & LOST  
P.O. BOX 10  
NORTH WOODSTOCK, NH 03262

LOAN NUMBER

POLICY NUMBER

KKO0000001327700

EFFECTIVE DATE

EXPIRATION DATE

☐ CONTINUED UNTIL TERMINATED  
IF CHECKED

10/03/10

10/01/11

THIS REPLACES PRIOR EVIDENCE DATED:

## LOCATION/DESCRIPTION

LOC 1) 1712 LOST RIVER ROAD  
NORTH WOODSTOCK, NH 03262  
LOC 2) ROUTE 112W  
NORTH WOODSTOCK, NH 03262

## COVERAGE PERILS/FORMS

## AMOUNT OF INSURANCE

## DEDUCTIBLE

BUILDING  
SPECIAL CAUSES OF LOSS/REPLACEMENT COST/90% CO-INS  
BUSINESS PERSONAL PROPERTY  
SPECIAL CAUSES OF LOSS/REPLACEMENT COST/90% CO-INS

\$1,529,767

\$5,000

\$152,443

\$5,000

## EVIDENCE OF INSURANCE.

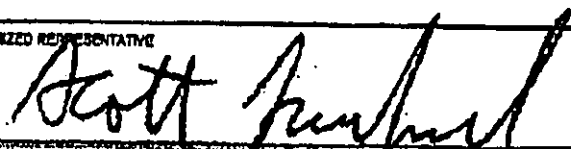
THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

NAME AND ADDRESS

STATE OF NH - DRED  
ATTN: COMMISSIONER GEORGE BALD  
PO BOX 1856  
CONCORD, NH 03301☐ MORTGAGEE☐ ADDITIONAL INSURED☐ LOSS PAYEE☒ EVIDENCE OF INS

LOAN #

AUTHORIZED REPRESENTATIVE



0113218



GEORGE M. BALD  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**OFFICE of the COMMISSIONER**  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

*pre  
attached originals*

603-271-2411  
FAX: 603-271-2629  
E-MAIL: [gbald@dred.state.nh.us](mailto:gbald@dred.state.nh.us)

November 19, 2008 *Item #81*

His Excellency Governor, John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

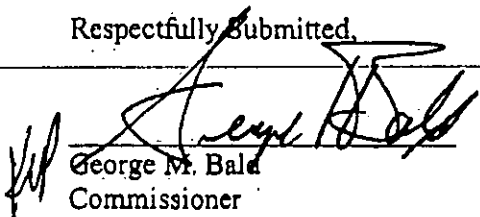
Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a Lease Agreement with the White Mountain Attractions Association in the amount of \$39,600 for the purpose of operating a Visitor Center and offices located in Woodstock, New Hampshire from the date of Governor and Council approval through November 30, 2013, with an additional five-year renewal option. Funds will be deposited in the State Park Fund.

**EXPLANATION**

White Mountain Attractions Association has provided the citizens and visitors of the State of New Hampshire with public and tourism business services since its inception in 1958. They commenced operations from the State's North Woodstock building in 1989, establishing a Regional Information and Visitor Center to promote tourism, provide visitor services, and support economic vitality in the White Mountains region. This agreement continues that relationship.

The Attorney General's Office has approved the agreement as to form, substance and execution.

Respectfully Submitted,

  
George M. Bald  
Commissioner  
GMB/tl102708

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT (the "State" and "DRED"), through its Commissioner, and WHITE MOUNTAIN ATTRACTIONS ASSOCIATION (the "Lessee") having its principal place of business at 200 Kancamagus Highway, North Woodstock, New Hampshire 03262.

LEASED PREMISES FOR SPECIAL PURPOSES

The Lessee has provided the citizens and visitors of the State of New Hampshire with public and tourism business services since its inception in 1958. The Lessee commenced operations from the State's North Woodstock building in 1989, establishing a Regional Information and Visitor Center to promote tourism, provide visitor services, and support economic vitality in the White Mountains region.

The State agrees to lease to the Lessee, and the Lessee agrees to accept, subject to the terms and conditions hereinafter set forth, the building and adjacent areas, including walkways and parking areas, located at 200 Kancamagus Highway North, North Woodstock, New Hampshire (the "Premises"), which is owned by the State.

The Premises shall be used by the Lessee as a Visitor Center, a Regional Information Center, and as the headquarters and offices of the Lessee or of any sub-lessee as may be approved by the State, and for such other uses as may be approved by the State. The Lessee with prior written approval of the State may rent portions of the Premises in a manner consistent with this section and the promotion of regional tourism.

The parties agree as follows:

1. TERMS OF AGREEMENT

The term of this Agreement shall be from date of Governor and Council approval through November 30, 2013, with an additional five-year option to renew at the Lessee's request, except as it may be terminated as herein provided. Six months prior to the end of the term, Lessee shall request in writing to the State, their right to exercise the additional five-year option to renew.

2. TERMINATION BY LESSEE

This Agreement shall be subject to termination by the Lessee, regardless of grounds therefore, by giving the State sixty (60) days written notice of termination.

3. TERMINATION BY STATE

This Agreement shall be subject to termination by the State in the event of the failure of the Lessee to perform, keep, or observe any of the conditions of the Agreement and the failure of the Lessee to correct the default or breach within a time specified by the State, by giving the Lessee sixty (60) days written notice of termination.

4. RIGHT TO DECIDE

The decision of the State relative to the proper performance of the terms of the Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter

not covered in the Agreement and issues that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

5. ASSIGNMENT OR SUB-LEASE

Neither this Agreement nor any of the rights and privileges provided for herein shall be transferred or assigned by the Lessee without first having obtained the written consent from the State, through the Commissioner of Department of Resources and Economic Development ("DRED").

6. RENT

The Lessee shall pay the State according to the schedule below:

November 1, 2008	\$500 per month for 24 months
November 1, 2010	\$750 per month for 24 months
November 1, 2012	\$800 per month for 24 months
November 1, 2014	\$875 per month for 24 months (under the additional five-year renewal)
November 1, 2016	\$950 per month for 24 months (under the additional five-year renewal)

Payment shall be due upon the first of every month of this Agreement, without demand. Payments received after the fifth day of each month will be considered a late payment. Late payments shall include a late fee of 5% of the monthly rent owed. Nonpayment and/or recurring late payments of rent by the Lessee shall constitute a material breach of this Agreement. Payment shall be delivered to the State at the address set forth in paragraph 17 of this Agreement.

7. CASUALTY ADJUSTMENT AND RISK OF LOSS

In the event that the Premises or any part thereof shall, during said term, be destroyed or damaged by fire, flood, war, or other casualty so that the same shall be thereby rendered unfit for the purposes of the Lessee, the Lessee may terminate this Lease at its option. In any event, the State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, war, or other casualty.

All property of every kind on the Premises shall be at the sole risk of the Lessee. The State shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

8. RIGHT TO INSPECT

The Lessee shall allow the State, or such person designated by the State, access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises or for any other purpose not unduly affecting the operation of the Lessee's business.

9. UTILITIES

The Lessee shall furnish heat, electricity, and water within limits of present facilities. Expanded or additional services shall be at the expense of the Lessee. Telephone and internet services for Lessee's own use shall be the responsibility of the Lessee. Nonpayment and/or three months of late payments of utilities by the Lessee shall constitute a material breach of contract.

10. REPAIRS AND MAINTENANCE

The Lessee shall make all necessary repairs to the interior of the Premises, and maintain the interior in good condition and shall make all exterior repairs including, but not limited to, repairs of the roof, sidewalks, as well as repairs required because of water entering the Premises from the roof or other parts of the building, or from other causes not under the control of the State. The Lessee shall maintain the exterior of the building and adjacent areas, excluding parking areas and roads, in good tenantable condition.

The Lessee shall promptly report any and all damage to the Premises occasioned by storm, accident or other such events. The Lessee shall be held legally and financially liable for any and all damages, repairs or rehabilitation caused by its use of or operations within the Premises.

The Lessee agrees to expend at least \$100,000 in renovations, repairs, and/or upgrades to the Premises during the term of the Lease. The proposed renovations shall be submitted to the Commissioner of DRED in writing for his approval.

11. INTERIOR ALTERATIONS

The Lessee, with prior written approval of the State, may install such interior partitions and make such physical alterations to the Premises as may be desirable for conduct of its business, but shall restore the Premises to its former condition at or prior to the expiration of the term of this Agreement, allowing for reasonable wear and tear. Any alterations or fixtures not so removable, or which are not removed prior to the termination of this Agreement, shall become the property of the State. The Lessee shall insure that all liens of whatever nature arising out of such alterations are satisfied and removed within ninety (90) days after the completion.

12. SIGNS

All interior and exterior signs and advertising matter must be in good taste and acceptable to the State, whose decision shall in all cases be final.

13. STATUTES, ORDINANCES, AND REGULATIONS

The Lessee shall comply with all applicable statutes, ordinances and regulations of all Federal, State, County, and Municipal Governments, including those of DRED, and procure all necessary licenses and permits required in connection with the operations described therein.

14. PERFORMANCE AND INDEMNITY

The Lessee agrees to perform and faithfully observe and comply with the conditions, regulations and provisions prescribed herein, and further to indemnify, save and keep harmless the State, its officers, agents, employees of and from all liability, lien, judgment, costs, damages, and expense of whatsoever kind which may in any way be suffered by the State or by its said officers, agents, or employees by reason of or in consequence of the operation of the premises by the Lessee or on account, or supposed authority, of such grant.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Lease.

15. INSURANCE

A. The Lessee shall deposit with the State at the time of the execution of this Lease a thirty (30) day binder evidencing purchase of Workmen's Compensation Insurance Policy protecting the

parties hereto from loss or damage because of liability that may be incurred by the Lessee and the State or either of them in the performance of the contract, when such liability shall be imposed under the Workmen's Compensation Act.

B. The Lessee shall deposit with the State at the time of the execution of this Lease a thirty (30) day binder evidencing purchase of a public liability insurance policy (including products) protecting the parties hereto from loss or damage because of liability that may be incurred by the State and the Lessee, or either of them in the performance of the Lease when such liability is imposed on account of injury to or death of a person or persons. The policy(ies) shall provide for a liability limit on account of each accident resulting in bodily injury or death to one person of not less than \$1 million and liability limit in account of accident resulting in bodily injury or death to more than one person of \$2 million.

C. The Lessee shall deposit with the State at the time of execution of this Lease a thirty (30) day binder evidencing the purchase of a property damage insurance policy protecting the parties hereto from loss or damage because of liability that may be incurred by the State and the Lessee, or either of them, in the performance of this Lease, when such liability is imposed on account of loss or damage sustained by others to property owned or possessed by them. The policy shall provide for a liability limit on account of each accident of not less than \$100,000.

D. The Lessee shall deposit with the State at the time of the execution of this Lease a thirty (30) day binder evidencing purchase of fire insurance including extended coverage to provide minimum protection, in limit of not less than the appraised value of the Premises. In the event the Premises are damaged or destroyed by fire or other casualty and the State has acquired insurance whose premiums have been paid by the State or whose sole beneficiary is the State, Lessee shall claim no interest in any such insurance settlement, and it shall execute all documents required by the State or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

IMPORTANT: Certificates of all required insurance policies must be filed with the State within thirty (30) days of the execution of the Lease. The State shall be named as additional insured and listed as a Certificate Holder on the insurance certificate, made out to the "STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT," and mailed to 172 PEMBROKE RD., PO BOX 1856, CONCORD, NH 03302-1856. All required insurance shall remain in force during the period of occupancy. No insurance shall be cancelled without the written concurrence of the State. Renewal certificates of all insurance must be on file with the State at least thirty (30) days before policy expiration dates. Failure to comply may cause a delay in opening for business on schedule.

#### 16. PROVISION FOR PROPERTY TAX

The Lessee agrees to hold the State harmless with respect to taxes levied against the Premises as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments herein under all properly assessed real and personal property taxes against the Premises in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other sub-lessees, it shall be obligated to pay only its pro rated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate the Lease by the State for any taxes paid by the State pursuant to RSA 72:23-I as result of Lessee's failure to pay properly assessed real estate or personal property taxes.

17. NOTICE

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing postage prepaid, in a United States Post Office, addressed to the parties at the following addresses:

Dept. of Resources & Economic Development  
172 Pembroke Road  
P.O. Box 1856  
Concord, New Hampshire 03302-1856

White Mountain Attractions Association  
200 Kancamagus Highway  
North Woodstock, NH 03262

18. CONSTRUCTION OF LEASE

This Lease may be executed in a number of counterparts, each of which shall be deemed an original but which jointly constitute one and the same instrument. This Lease is to be construed in accordance with the laws of the State of New Hampshire; sets forth the entire agreement between the parties; and may be cancelled, modified, or amended only by a written instrument executed by the State and the Lessee and, if necessary, as determined by the State, the Governor and Council of the State. The captions are used only as a matter of convenience and are not to be considered part of the Lease or to be used in determining the intent of the parties to it.

19. MEETINGS

Meetings between the parties shall be held when deemed necessary by the State, at a place and time to be agreed upon mutually by the State and the Lessee, for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, products, or policies, and other pertinent business which may arise.

The State will be represented at the meetings by an authorized representative and such subordinate supervisory personnel fully acquainted with the field operations as it shall designate. The Lessee shall be represented as a minimum by one officer of the company if a corporation, a partner if a partnership, or the owner.

20. CONDITIONAL OBLIGATION OF THE STATE

Notwithstanding anything to the contrary contained in the Lease, it is understood and agreed by the parties that all obligations of the State, including, without limitation, the continuance of maintenance, are contingent upon the availability and continued appropriation of funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to terminate this Lease by giving the Lessee sixty (60) days advanced written notice of such termination, and upon the expiration of sixty (60) days, this Lease shall terminate.

21. RELATION TO THE STATE

It is the intent of the parties that the Lessee shall be legally considered an independent contractor and that neither the Lessee nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that neither the State nor the Lessee shall at any time be legally responsible for any acts or omissions on the part of the other, its servants, or invitees resulting in either personal or property damage to any individual, firm or corporation.

22. WAIVER OF BREACH

No failure by the State to enforce any provisions of the Lease after any event of default shall be deemed a waiver of its rights with regard to that event or any subsequent event. No express

failure of any event of default shall be deemed a waiver of the right of the State to enforce each and all of the provisions of the Lease upon any further or other default on the part of the Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date herein written.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

[Signature]  
Witness

By [Signature]  
George M. Bald, Commissioner

Date: 10/25/08

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 28<sup>th</sup> day of October, 2008, before me, Linda F. Corriveau, the undersigned officer, personally appeared George M. Bald, Commissioner of the Department of Resources and Economic Development, known to me or satisfactorily proven to be the person, was duly authorized to execute this Lease and executed it for the purposes therein contained.

[Signature]  
Notary Public/Justice of the Peace  
My commission expires:

LINDA F. CORRIVEAU, Notary Public  
My Commission Expires July 28, 2009

WHITE MOUNTAIN ATTRACTIONS ASSOCIATION

[Signature]  
Witness

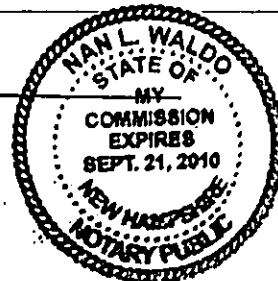
By [Signature]  
Jayne O'Connor, President (Duly authorized)

Date: 10-18-08

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

On this 18<sup>th</sup> day of October, 2008, before me, Nan L. Waldo, the undersigned officer, personally appeared Jayne O'Connor, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Lease for the purposes therein contained.

[Signature]  
Notary Public/Justice of the Peace  
My commission expires:



Approved as to form, substance and execution  
by the Attorney General's Office

[Signature]

Date: Nov. 6, 2008

Approved by Governor and Council:  
GMB/ttl101608

Date: \_\_\_\_\_ Item#: \_\_\_\_\_