

— FILE
COPY —

LEASE

THIS LEASE, made and executed the 1st day of April, 2009, by and between **TOWN OF EXETER**, a municipal corporation duly organized and existing under law with a place of business at 10 Front Street, Exeter, County of Rockingham, State of New Hampshire (hereinafter referred to as the Landlord) and **THE EXETER SPORTSMAN'S CLUB, INC.**, a New Hampshire not-for profit corporation, with a mailing address of P.O. Box 1936, Exeter, County of Rockingham, State of New Hampshire (hereinafter referred to as the Tenant).

WITNESSETH:

1. LEASED PREMISES

The Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby lease and take from the Landlord, a portion of the premises of the Landlord shown on Tax Map 65, Parcel 123, situated easterly of Portsmouth Avenue, Exeter, New Hampshire, adjacent to Water Works Pond, so-called, shown and described on Exhibit A attached hereto. Access to the property shall be provided over Water Works Pond Road, so-called, from Portsmouth Avenue. Said premises are hereinafter referred to as the "premises" or the "demised premises".

2. TERM OF LEASE

The term of this Lease shall be for a period of forty (40) years, commencing April 1, 2009 and terminating March 31, 2049. The parties to this Agreement shall meet at least once every five (5) years to discuss any issues pertaining to the Club's tenancy on the property and to exchange general information of a mutually beneficial nature.

3. RENT

In consideration for the giving of this Lease by the Landlord, the Tenant does for itself, its successors and assigns, agree to pay as rent for said leasehold term the sum of Twelve (\$12.00) Dollars per year, payable in advance, commencing April 1, 2009 and continuing on the first day of April of each year thereafter until April 1, 2048.

The Tenant shall pay to the Landlord as additional rent properly assessed real estate taxes pursuant to the provisions of New Hampshire RSA 72:23. Such taxes shall be assessed based upon the land value of the demised premises together with the assessed value of any structures or improvements situated thereon or which may

subsequently be constructed or placed thereon by the Tenant. Such property taxes shall be assessed by the Town of Exeter Tax Assessor and shall be billed to the Tenant once per year on or about November 1 or such other date as the property taxes may be billed to other inhabitants of the Town of Exeter. Said property taxes shall be due and payable within thirty (30) days. This provision shall remain in effect so long as any payment obligation under the current RSA, as it may be amended from time to time, continues to exist. Should RSA 72:23 be repealed, the Tenant will no longer have the obligation to pay property taxes on the land. The obligation of the Tenant to pay property taxes on the improvements it has placed, or will in the future place, on the premises shall continue.

4. USE OF PREMISES

The Tenant agrees that the premises are to be used for the operation of The Exeter Sportsman's Club to include a shooting club, providing rifle, hand gun, shot gun, archery and such other shooting sport activities as the demised premises may safely accommodate. The parties contemplate that the Club activities will include programs or events undertaken in normal and customary affiliation with or through the sponsorship of outside groups, entities or organizations, but that all such affiliations shall be customary and usual for such clubs. Affiliations that are not normal or customary shall be subject to the express approval of the Town of Exeter Board of Selectmen. Such approval shall include any signs to be placed on the premises publicizing the event. The premises may also be utilized for fishing along the shoreline of the aforesaid Water Works Pond and for hiking by the general public. The Tenant shall delineate the safe areas or limits of use of the facilities and activities of the Tenant and for access for fishing or hiking with appropriate signage and fencing where necessary. The Tenant will continue to maintain the access gate along the entryway to the club in the same location and manner as the gate existing at the commencement of this Lease.

5. HOURS OF OPERATION

Tenant agrees that outdoor shooting hours will be 8:30 am to 7:30 p.m. on weekdays and Saturday. Outdoor shooting on Sundays shall be from noon to 7:30 p.m. The tenant agrees that there shall be no outdoor shooting on Thanksgiving Day, Christmas Day, or Easter Sunday. Tenant agrees that the Exeter Police Department may enforce non-shooting hours and that members found to be shooting during non-shooting hours may have their memberships revoked by the Club. From time to time, special events that are to last beyond the 7:30 p.m. hours of operation shall be permitted by the Board of Selectmen or their designee, which approval shall not be unreasonably withheld.

6. UTILITIES

The Tenant shall provide the premises with heat, electricity and propane gas, if applicable, at its own expense. The Tenant shall also be responsible for its own refuse or trash removal and for all other such other utilities or services that it may have provided to the premises.

7. SNOW REMOVAL

Snow removal shall be provided by the Landlord along Water Works Pond Road from Portsmouth Avenue to the border of the demised premises to the same standards of operation used by the Public Works Department in the Town of Exeter. Specifically, the Landlord shall provide removal from Portsmouth Avenue to the present turn-around adjacent to the sedimentation pools. The Tenant shall be responsible for any other snow removal or snow plowing it may wish to undertake within the demised premises necessary to facilitate the use of the same during winter months.

8. RENOVATIONS, ALTERATIONS AND IMPROVEMENTS

At any time during the term of this Lease should the Tenant be desirous of undertaking any renovation, alteration or improvement to the demised premises or should the Tenant wish to construct any additional facilities to render it more suitable for the Tenant's purposes, all such renovations, alterations, improvements and construction made by the Tenant shall be subject to the following conditions:

The Town of Exeter shall be notified in writing of any renovations, alterations or improvements prior to said improvements being undertaken. The Club will not begin any improvements until proper approvals are received from the Town, either through the Board of Selectmen or other designee as the scope of the improvement may ordinarily require. No work of significance will be done on site without proper approvals from state or federal agencies, if required.

All plans or proposals submitted by the Tenant must be considered by the Town of Exeter Planning Board and shall be subject to that Board's provisions for site plan review and approval. Any material utilized by the Tenant in conjunction with such proposed renovations, alterations, improvements or construction, specifically including dirt, gravel or similar material, must not be considered to be harmful by federal or state regulations and shall not pose a threat to Water Works Pond or the immediate area. Any removal of trees for relocation of earth materials or the erection of berms or other shot and bullet containment or noise management structures, or additional exterior lighting shall be subject to site plan review of the Planning Board.

Should the additional improvements or construction on the premises include an indoor firing range, such facility shall be equipped with an appropriate air handling system to ensure that trace amounts of lead that may become airborne in the course of discharging firearms shall not be considered to be harmful by federal or state and shall not exit the area of the range so as to pose a threat to Water Works Pond or the immediate area.

Upon the termination of this Lease, all such renovations alterations and improvements shall become the property of the Landlord and may not be removed without the Landlord's written consent.

9. REMOVAL OF IMPROVEMENTS

If, at the termination of this Lease, the Landlord has given its consent for the removal of improvements by the Tenant, the Tenant may undertake such removal provided that the Tenant shall restore the area of said premises that was disturbed by such removal. Any such improvements not removed by the Tenant shall become the property of the Landlord.

10. USE BY EXETER POLICE DEPARTMENT

The Tenant shall during the term of this Lease provide membership in The Exeter Sportsman's Club, Inc. at no cost to each member of the Exeter Police Department. The members of the Exeter Police Department shall be nonvoting members of the Club. The Tenant shall cooperate with the Exeter Police Department training officer to schedule periods of time when members of such department may have the exclusive use of all of the Tenant's facilities for police training purposes. The Exeter Police Department will follow all rules and regulations of the Club while using the facility. The Landlord will hold tenant harmless from any damage or alleged damage arising out of use of Tenant's facilities by Exeter Police Department personnel, employees or agents, whether on the premises individually or in an organized group or activity.

11. REPAIR AND MAINTENANCE

The Tenant shall be solely responsible for any customary and usual cleaning, repair and maintenance of any of the buildings, structures or improvements placed on the demised premises. Landlord shall be responsible for maintenance and repair of the Waterworks Pond Road and any appurtenant culverts to the same extent as generally provided to roads in the Town of Exeter.

12. ENVIRONMENTAL STEWARDSHIP PROGRAM

The Tenant shall adopt, implement and update as appropriate an environmental stewardship program consistent with similar programs recommended for active shooting ranges by the National Shooting Sports Foundation. A copy of the environmental stewardship program shall be provided to the Landlord for its file, as required, with the proper agency approvals. The Tenant further agrees to seek and pursue approval of such program on a periodic basis by the United States Environmental Protection Agency (EPA) for so long as such approval continues to be available under EPA regulations in existence as of the date of the commencement of this Lease.

13. TENANT MEMBERSHIP COUNT

The Tenant shall on a yearly basis at the same time it pays its yearly rent to the Town pursuant to paragraph 3. above provide to the Town a report that shall contain THE FOLLOWING: 1) the percentage of members of the Club who are residents of the Town of Exeter; 2) confirmation that the Executive Committee of the club contains at least two (2) Exeter residents; 3) confirmation that Exeter residents make up at least 20% of all active club members. Excluded from such calculation shall be the members of the Exeter

Police Department. If the number of Exeter residents belonging as active club members falls below the 20% threshold, the Club shall have two (2) years to bring the number of Exeter residents who are active members above the 20% threshold. If this is not achieved it will be considered a default of the lease. The report provided as part of this section will be notarized.

The Club shall also provide a report of its activities each year for inclusion in the Annual Report of the Town, at the discretion of the Board of Selectmen. The report will describe activities of public benefit undertaken by the Club.

14. LIABILITY INSURANCE OBTAINED BY TENANT

The Tenant agrees to hold the Landlord harmless from all manner of claim, action and demand arising out of their use of the demised premises and further agrees that they will maintain a policy of insurance covering public liability. The policy shall have a minimum coverage of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate. The Tenant shall provide to the Landlord written proof of the existence of such public liability policy prior to the commencement of this Lease and upon the yearly payment of rent pursuant to paragraph 3. above. The Landlord shall be named as an additional insured thereon.

15. COMPLIANCE WITH LAWS

The Tenant agrees that they will at all times comply with the ordinances, statutes and other laws of the Town of Exeter and the State of New Hampshire, and of the United States of America. The landlord acknowledges that RSA 159-B Shooting Ranges exempts the tenant from regulation by noise control ordinances that were not in existence at the time the range was established, was constructed, or began operations. The Club agrees that it will restrict the use of any firearms on the site to those that are .77 caliber or less and which are hand held or shoulder fired. The Club agrees that the operation of any full automatic firearms shall not be permitted. The Club will furnish a copy of its by-laws to the Town which will contain these provisions in writing.

16. NOISE ATTENUATION

The Tenant agrees that it will make reasonable efforts to attenuate noise on the site in accordance with generally accepted industry practices. The Tenant agrees that within twenty-four (24) months of the lease becoming effective, the 100 yard firing line will be enclosed on three sides with a canopy or roof. The 25 yard and 50 yard firing lines will be partially enclosed with a canopy or roof as is customary or standard in the industry. All such enclosures shall be pending permit approvals from the Town and other relevant agencies. The Tenant also agrees to extend the existing berm so as to attenuate sound across Water Works Pond. The Tenant's efforts to attenuate sound will be discussed as part of the periodic meetings described in Section 2 of this Lease.

17. SUBLEASE

The Tenant may not assign this lease or undertake a sublease of any portion of the premises without the express written consent of the Town of Exeter Board of Selectmen.

18. SIGNAGE

Any and all signs that the Tenant may propose for the premises shall be subject to the approval of the Town of Exeter Board of Selectmen or its designee as the same may be regulated by the Town. The current Sportsmen's Club sign (see attached photo as Exhibit B) in place as of January 1, 2009, is deemed to be approved by the Landlord. Any changes in signage will meet any sign ordinances in effect at that time, which cover the affected area.

19. DEFAULT/TERMINATION OF LEASE

If the Tenant shall be in default in the payment of rent, the payment of property taxes or any other charge or cost which is the obligation of the Tenant to pay, or if the Tenant shall violate any of the covenants and agreements of this Lease to be performed by the Tenant, the Landlord may consider the Tenant in default and may terminate the Lease. In the event of any such default or violation, thirty (30) days' notice to vacate said premises shall be sufficient.

In the event of a violation, the Landlord will notify the Tenant through its Code Enforcement Officer. The Tenant shall have ten (10) days to respond to the notice of violation. The Landlord and Tenant will discuss the violation and attempt to come to a resolution within thirty (30) days. If the parties are not in agreement over the method of curing the violation, the Landlord may, at any period after the thirty (30) days, issue a notice to vacate. The Tenant may contest the notice through a proper court order.

Should the Tenant voluntarily or involuntarily cease to operate as a shooting club and as a not-for profit New Hampshire corporation, the Landlord upon thirty (30) days to the Tenant may terminate this Lease.

Should it become necessary for the Landlord to bring suit for the recovery of possession of the demised premises or for the recovery of rent or any other amounts due and payable under the provisions of this Lease, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney's fees should the Landlord prevail in any such suit. Should the Tenant prevail in any such suit, then the Landlord shall pay to the Tenant all expenses incurred therefore, including reasonable attorney's fees.

20. INDEMNIFICATION

The Tenant shall indemnify the Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred as the result of any breach by the Tenant, the Tenant's agents, members, servants or business invitees, or that result from the Tenant's use and occupancy of the demised premises. The Tenant shall further indemnify the

Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred as the resulting from the carelessness, negligence or improper conduct of the Tenant, or its agents, members, servants or business invitees, taking place upon the demised premises. Such indemnification shall also include any physical damage, personal injury or any other damage or loss suffered or incurred by the owner of any properties adjacent to the premises, whether directly abutting the premises or not. The intent of this provision is to indemnify the Landlord against any claim, expense, damage, loss or liability paid, suffered or incurred by the Landlord as a result of any such damage or harmful activity occasioned to abutting or adjacent properties, or to the occupant's thereof by the activities of the Tenant after the execution of this Lease. Should any such claim be received the Tenant shall be responsible for any clean up or remediation that may be ordered for any such abutting or adjacent properties.

21. ACCESS TO PREMISES

The Landlord or its agents and representatives shall, at all times, have reasonable access to the demised premises to review and monitor the satisfactory and appropriate operation of the Tenant's activities to be undertaken pursuant to the terms of this Lease and to confirm the appropriate operation of the earthen berms and other shot or bullet containment provisions as well as to ensure appropriate implementation of all safety provisions. In exercising its rights under this section, the Landlord will make every effort to be reasonable, and grant at least 48 hours notice prior to accessing the property, unless the public health and safety are at issue. In this instance, the Town will designate authorized representatives to act on its behalf in accordance with current statute. As of this lease that means representatives of the Exeter Police Department or the Code Enforcement Officer.

22. HOLDING OVER

The Landlord shall commence negotiations with the Tenant for a renewal lease two years prior to the expiration of this lease. The Landlord or its representatives will hold meetings with the Tenant in an attempt to negotiate a successor lease. In the event the Tenant shall hold over after the expiration or termination of the term hereof, such action by the Tenant shall not extend the term of the Lease but shall create a tenancy from month to month upon all of the terms and conditions of this Lease as were in existence at the time of such expiration or termination.

23. CONSTRUCTION OF MUNICIPAL FACILITIES ON PROPERTY

Should the construction of a new water treatment plant or other municipal facility on the site be approved by the voters of the Town of Exeter, the Landlord and the Tenant will meet with the Town's representatives prior to bid documents being developed to discuss scheduling of the project, site contingencies, and other issues that may affect operation of the club by the Tenant during the time of construction. No regulation of on site activities during construction by the Landlord shall result in an unreasonable cost escalation for any project approved by the Town. Reasonable steps or measures shall be taken to accommodate the continuing operations of the Tenant, however, temporary and

reasonable interruptions are expected in the course of construction. Any construction contract may, with the approval of the Town, require the contractor to prepare earthen berms with surplus soil on site in conformance with Town approved designs that meet environmental regulations.

24. NOTICES

Any written notice, request or demand required or permitted by this Lease shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered first class mail, postage prepaid, and addressed as follows:

If to the Landlord: Board of Selectmen
Town of Exeter
10 Front Street
Exeter, New Hampshire 03833

If to the Tenant: The Exeter Sportsman's Club, Inc.
P.O. Box 1936
Exeter, NH 03833

Should the Tenant at any time during the term of this Lease relocate or otherwise establish a new or different office for the corporation, the Tenant shall so advise the Landlord in writing.

25. SUCCESSION

This Lease shall be binding upon and inure to the benefit of the successors of the parties hereto.

26. WAIVER

Any consent, express or implied by the Landlord to any breach by the Tenant of any covenant or condition of this Lease shall not constitute a waiver by the Landlord of any future or succeeding breach by the Tenant of the same or any other provision of this Lease.

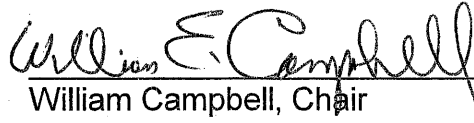
27. COUNTERPARTS

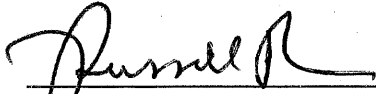
This Lease shall be executed in two (2) original counterparts, each of which shall be deemed to be an original and both of which collectively shall be one and the same instrument.

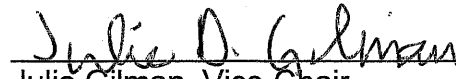
IN WITNESS WHEREOF, the Landlord, Town of Exeter, by and through its Selectmen and the Tenant, The Exeter Sportsman's Club, Inc., by and through its PRESIDENT AND SECRETARY have executed this Lease.

Town of Exeter
By its Selectmen


WITNESS

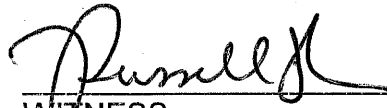

William Campbell, Chair

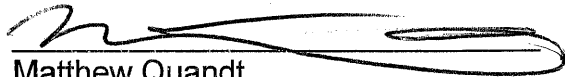

WITNESS

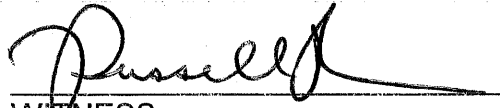

Julie Gilman, Vice-Chair

WITNESS

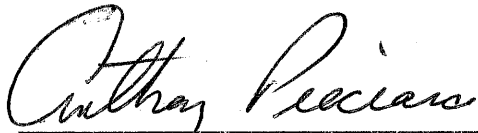
Robert Aldrich, Clerk


WITNESS

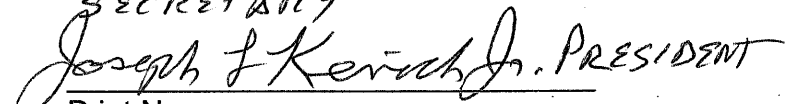

Matthew Quandt


WITNESS

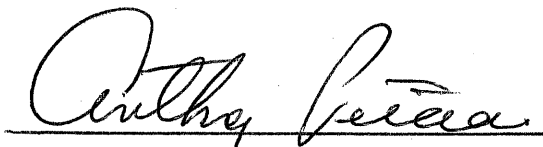

Robert Eastman


WITNESS

The Exeter Sportsman's Club, Inc.
By its PRESIDENT AND ITS
SECRETARY


Print Name

JOSEPH L. KENICK JR. - PRESIDENT


WITNESS

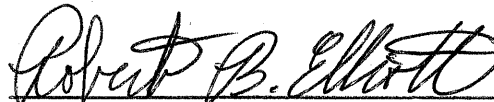

Robert Elliott SECRET

EXHIBIT A

The Town of Exeter hereby leases to The Exeter Sportsman's Club, Inc. the following described premises:

A certain tract or parcel of land situated easterly of Portsmouth Avenue, but not being bounded thereon, beginning at land of the Town of Exeter at a point on the shoreline of Water Works Pond, so-called, a reservoir for the Town of Exeter, which point is where a straight line projection of the westerly property line of land of North Country Trust would meet such shoreline;

Thence proceeding westerly along such shoreline to a point where a straight line projection of the easterly property line of Osram Sylvania Corporation would meet said shoreline;

Thence northerly along such projected easterly property line 480.0 feet, more or less, to a point at land of Osram Sylvania Corporation;

Thence easterly along land of Osram Sylvania Corporation to a point on the aforesaid westerly property line of land now or formerly of North Country Trust, which point is 240.0 feet, more or less, northerly from the shoreline of Water Works Pond;

Thence southerly by land of North Country Trust and the Town of Exeter 240.0 feet, more or less, to the point of beginning.

Meaning and intending to lease that portion of land shown on Town of Exeter Tax Map 65, Lot 123 and extending onto Tax Map 66, which will not be occupied by permanent facilities of the proposed Town of Exeter Water Treatment Plant, when and if said plan is approved and constructed.

There is further demised and leased to the Tenant a sign and mailbox location at the junction of Water Works Pond Road, so called, and Portsmouth Avenue and access to and from the premises over said road from Portsmouth Avenue.

EXHIBIT B

Club Signs as of the date of this Lease.



2009/

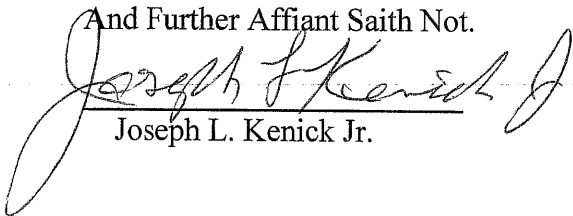
AFFIDAVIT

NOW COMES the undersigned JOSEPH L KENICK JR and says, that he/she is the President of the Exeter Sportsman's Club Inc., a not-for-profit New Hampshire Corporation, and swears and affirms that as of April 1, 2009, to the best of his/her knowledge and belief, more than Twenty Percent (20%) of the active members in good standing of said Club, excluding members of the Exeter Police Department, are residents of the Town of Exeter New Hampshire.

And that on the same date, a minimum of two members of the Executive Committee of said Club are Residents of the Town of Exeter New Hampshire.

This affidavit is given and sworn to as required by Article 13 of the lease between the Town of Exeter New Hampshire and the Exeter Sportsman's Club Inc. dated April 1, 2009.

And Further Affiant Saith Not.


Joseph L. Kenick Jr.

ACKNOWLEDGEMENT

Appeared before me Eve M Quinn the undersigned officer, on the date first written below, JOSEPH KENICK JR being known to me or having satisfactorily shown him/her self to be President of the Exeter Sportsman's Club Inc, and did swear and affirm that he/she being duly authorized so to do, offers and executes the foregoing affidavit for the purposes stated therein. And that the statements therein contained are true to the best of his/her knowledge and belief. In Witness whereof I affix hereto my hand and seal.

Signed: Eve M Quinn
Notary Public/Justice of the Peace

SEAL:

EVE M. QUINN, Notary Public
My Commission Expires August 22, 2012

My commission expires 20

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.