

Modification to August 31, 2015 Agreement between  
Town of Allenstown and the Boys and Girls Club of Greater New Hampshire  
for Revocable License for and Operation of Community Center

1. Title of Agreement: Change “Boys and Girls Club of Greater New Hampshire” to “Boys and Girls Club of Central New Hampshire.”

2. Recitals: Add Recitals as follows:

The Boys & Girls Club of Central NH has secured financing in the form of a loan to fund the portion of the construction (the “Construction Loan”) of the new community center at 8 Whitten Street, Allenstown, NH (together with the property, the “Premises”)

The Town has also licensed a portion of the premises to Community Action Program Belknap-Merrimack Counties, Inc. (“CAPMCI”) for operation of a senior center the Premises (hereinafter “the Licensed Premises”).

It is the Town’s intent and desire that, in the event that CAPMCI terminates for any reason or otherwise vacates the Licensed Premises, the Licensed Premises shall continue to be used to operate a senior citizens center or otherwise shall be used to provide services for senior citizens.

3. Article II, Term:

A. Change 20 years to 38 years. Change “August 31, 2035” to “August 31 2053.”

B. Add the following at the end of the second sentence to Article II, Term: “The Boys and Girls Club of Central NH shall exercise its option(s) to extend this Agreement by an additional period of twenty years by providing the Town with written notice of its decision to exercise the option no later than ninety days prior to the expiration of the initial term, or, with regard to the exercise of the second or third options, of the expiration of the extended Agreement term. Unless otherwise provided in the Grant, this Agreement, or any other agreements between the Town and the Boys and Girls Club of Central NH, upon the exercise of the option(s) set forth in this Article II, the Agreement shall continue in full and force in effect and upon the same terms as provided for in this Agreement.”

4. Article VIII, Miscellaneous: Add the following provisions as Paragraph G:

G. Agreements Relating to Town’s license to CAPMCI.

1. If the Town’s license to CAPMCI terminates for any reason, or if CAPMCI vacates the Licensed Premises, the Town may, in its sole discretion, make efforts to find and contract with a successor organization to operate the Licensed Premises. The Town

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may also, in its sole discretion, implement a program that is targeted to provide services to senior citizens. The Town shall ensure that any successor organization will 1) not act as a competitor to the Boys & Girls Club of Central NH, 2) provide services that are not incompatible with the services provided by the Boys & Girls Club of Central NH and will not otherwise pose a risk to children, and 3) will serve Low- and Moderate – Income Persons. In exercising its discretion, the Town shall make good faith efforts to find a successor organization that will agree to pay \$1,500 per month to the Boys and Girls Club of Central NH toward repayment of the Construction Loan; this requirement shall only exist during the initial period of time in which loan payments for the existing Construction Loan are required to be paid by the Boys and Girls Club of Central NH.

2. If the Town declines to find a successor organization to CAPMCI within 180 days, the Boys & Girls Club of Central NH shall be authorized to find and recommend a successor organization to CAPMCI to occupy the Licensed Premises. The Boys & Girls Club shall either recommend another qualifying organization to occupy the Licensed Premises or may seek authorization from the Town to occupy the Licensed Premises. The Town shall have final approval over any proposed successor organization, including the Boys & Girls Club of Central NH, which approval shall not be unreasonably withheld. In exercising the Town’s discretion in approving a successor organization, the Town may consider whether the successor organization’s occupation of the Licensed Premises (1) would cause the Town to be in default of its obligations under the Agreement with the New Hampshire Community Development Financing Authority, fully executed on or about Many 27, 2015 (No. 14-143-CDPF) (hereafter “the Grant”) or (2) would contradict the Town’s overall policies and goals with regard to serving various Low – and Moderate – Income Persons or segments of that larger subgroup.

3. All successor entities must agree to have provisions in the licensing agreement that are substantially the same as those set forth in the licensing agreement with the Boys & Girls Club of Central NH (other than references to the specific activities of the Boys & Girls Club of Central NH set forth in Sections A and B of Article I of the License Agreement), including but not limited to execution of the Subrecipient Agreement, attached as Attachment II to the Grant.

4. The requirement for the Town, in the event that the Town elects to find a successor organization, to use good faith efforts to find a successor organization that will agree to pay \$1,500 per month to the Boys and Girls Club of Central NH toward repayment of the Construction Loan, as more fully set forth in Paragraph G (1) of this Article, shall only exist for as long as the initial duration of the Construction Loan, which is presently scheduled to be fully repaid on or before August 31, 2053. Said obligation shall not be extended by the exercise of any extension, option, renewal, or any other document or

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right which extends the duration of the Boys and Girls Club of Central NH's license to use the subject premises.

5. Neither the Participation Agreement between CAPMCI and the Boys and Girls Club of Central NH dated March 3, 2016, nor any other agreement executed between the Boys and Girls Club of Central NH, CAPMCI, or any other person or organization, shall be construed as, or asserted to, require the Town to undertake any course of action, except as already provided for in the Grant or any subrecipient agreements and licenses executed by the Town related thereto.

**Allenstown Board of Selectmen**

By: \_\_\_\_\_  
Jason Tardiff, Chairman  
Duly Authorized

Date: \_\_\_\_\_

**Boys and Girls Club of Central New Hampshire**

By: \_\_\_\_\_  
David Segal, President  
Duly Authorized

Date: \_\_\_\_\_