



RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO TWO LEASE AGREEMENTS WITH SOUTHERN NEW HAMPSHIRE MEDICAL CENTER

CITY OF NASHUA

In the Year Two Thousand and Thirteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into the attached Lease Agreement with Southern New Hampshire Medical Center for the parking lot adjacent to Southern New Hampshire Medical Center (behind CVS Pharmacy) (Nashua Assessor's Sheet 31, Lot 7). The term of the lease agreement is fifteen (15) years and the monthly rental fee is \$4,000 (\$48,000/year).

BE IT FURTHER RESOLVED that the City is authorized to enter into the attached Lease Agreement with Southern New Hampshire Medical Center for the parking lot located at the corner of Medical Center Drive and East Hollis Street (Nashua Assessor's Sheet 31, Lot 12). The term is for one (1) year with options for annual renewal. The monthly rental fee is \$2,000 (\$24,000/year).

LEGISLATIVE YEAR 2013

RESOLUTION: R-13-139

PURPOSE: Authorizing the City of Nashua to enter into two lease agreement with Southern New Hampshire Medical Center

ENDORSERS: Mayor Donnalee Lozeau
Alderman-at-Large Brian S. McCarthy
ALDERMEN CRAFFEY, WILSHIRE, DOWD AND VITALE

COMMITTEE ASSIGNMENT: COMMITTEE ON INFRASTRUCTURE AND COMMITTEE ON FINANCE

FISCAL NOTE: The city will received a total of \$6,000.00 per month (\$72,000/year) in rental fees and all assessed real estate taxes for Nashua Assessor's Sheet 31, Lot 7.

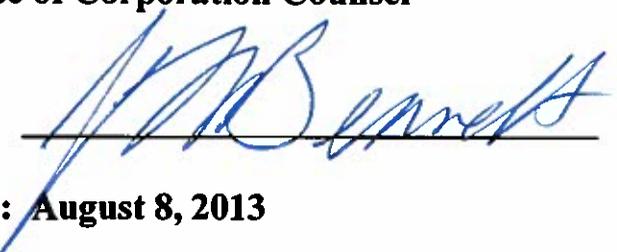
ANALYSIS

This resolution authorizes the City of Nashua to enter into two lease agreements with Southern New Hampshire Medical Center (SNHMC) for the city-owned parking lots located behind the CVS Pharmacy on Main Street (Nashua Assessor's Sheet 31, Lot 7) at the corner of Medical Center Drive and East Hollis Street (Nashua Assessor's Sheet 31, Lot 12).

The term of the agreement for the parking lot behind CVS Pharmacy is fifteen (15) years with a monthly rental fee of \$4,000 (\$48,000/year). SNHMC is obligated to pay all real estate taxes assessed against the property and is responsible for all maintenance of the parking lot. The lease agreement contains a right of first refusal should the City place the property on the market and an option to purchase the property during the term of the lease agreement should SNHMC obligate itself to develop the property with a multi-story garage and medical building. The sale price for the property is \$720,000 and all rental payments made during the period of this lease agreement will be credited toward the purchase price. This lease agreement contains a provision permitting Southern New Hampshire Medical Center to sublease thirty-seven (37) parking spaces to CVS Pharmacy.

The term of the agreement of the parking lot located in front of the former Dartmouth Hitchcock medical building is one year with annual renewal options, the monthly lease fee is \$2,000 (\$24,000/year).

Approved as to form: Office of Corporation Counsel

By: 

Date: August 8, 2013

Return to:
Office of Corporation Counsel
City of Nashua
229 Main Street
Nashua, NH 03061-2019

LEASE AGREEMENT

THIS LEASE AGREEMENT made between the CITY OF NASHUA, a municipal corporation existing under the laws of the State of New Hampshire and having a principal place of business at 229 Main Street, Nashua, New Hampshire (hereinafter called the “LANDLORD”), and SOUTHERN NEW HAMPSHIRE MEDICAL CENTER, a non-profit corporation existing under the laws of the State of New Hampshire and having a principal office for the transaction of business at 8 Prospect Street, Nashua, New Hampshire (hereinafter called the “LESSEE”).

WHEREAS, the LANDLORD is the owner of the hereinafter described properties and has been requested by the LESSEE to lease the properties to LESSEE, on an “as is” basis.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the LESSEE, as a condition to the occupancy of said premises, joins in the execution of this LEASE AGREEMENT for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the LESSEE.

NOW, THEREFORE, THIS LEASE AGREEMENT WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the LESSEE of each and every term and condition herein set forth, the LANDLORD hereby leases and demises to the LESSEE the premises known as:

A certain parcel land identified as Nashua Assessor’s Sheet 31, Lot 7, containing 30,800 square feet +/-.

2. TERM

The LEASE AGREEMENT shall be for a term of fifteen (15) years, commencing on _____, 2013, subject to the terms and conditions of this LEASE AGREEMENT.

3. RENT

3.01 The LESSEE shall be responsible to the LANDLORD for rent payments in money. Rent shall be paid monthly in advance on the first day of the month.

3.02 For the parcel of land described as Nashua Assessor's Sheet 31, Lot 7 the monthly rental payment shall be Four Thousand Dollars (\$48,000.00 per year). These monthly rent payments may be accelerated and become all due and owing as provided in Section 14.

3.03 Payments shall be made to the "Treasurer, City of Nashua" and mailed to the following address: Attention: Treasurer, 229 Main Street, P.O. Box 2019, Nashua, New Hampshire 03061-2019.

4. TAXES AND FEES

4.01 LESSEE shall be responsible for the payment of all properly assessed real and personal property taxes on both parcels of land described herein no later than the due date of said taxes. LESSEE shall be responsible for paying real and personal property taxes on all structures or improvements during the term of this LEASE AGREEMENT. The failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this said LEASE AGREEMENT by the LANDLORD.

5. QUIET ENJOYMENT

5.01 LANDLORD covenants and agrees that so long as the LESSEE is not in default of any of the covenants and agreements of this LEASE AGREEMENT, LESSEE'S quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

6. USE OF PREMISES

6.01 The LESSEE shall use the leased premises only for the parking of its employees', invitees' and customers' vehicles and neither the premises nor any part thereof shall be used at any time during the term of this LEASE AGREEMENT by the LESSEE for the purpose of carrying on any other business, profession or trade of any kind. The LESSEE shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, operation and preservation of the demised premises during the term of this LEASE AGREEMENT.

7. COMPLIANCE WITH LAWS

7.01 The LESSEE shall obtain and maintain any and all approvals/permits necessary for the operation of a parking lot as described in section 6.01.

8. ALTERATIONS & MAINTENANCE OF PREMISES

8.01 LESSEE shall make no alterations to, or construct any improvements upon, the premises, with the exception of appropriate signage and markings consistent with the purposes of this lease and the use of the property authorized hereunder. Without limiting the provisions of Section **21** of this LEASE AGREEMENT, LESSEE shall bear all risks and the liabilities associated with any such signage or markings, or the absence, of same, and LANDLORD shall have no liability or responsibility with respect to same. The prohibition against alterations or construction of any improvement upon the premises is subject to the provisions of Section **14**.

8.02 The LESSEE acknowledges and agrees that all improvements to the premises by LESSEE shall become the property of the LANDLORD upon completion of said improvements in compliance with the applicable site plan(s). This condition is subject to the provisions of Section **14**.

8.02 The LESSEE shall be responsible for maintaining the leased premises and any improvements thereon during its tenancy. LESSEE agrees to be responsible for all maintenance and repair costs resulting from its use of the premises. The LANDLORD shall not incur any maintenance or repair costs as a result of this LEASE AGREEMENT. Maintenance shall include, but not be limited to, removal of abandoned/unregistered vehicles, periodic striping, sweeping, catch basin cleaning, ice and snow removal and paving.

9. DAMAGE TO PREMISES

9.01 If the premises are damaged so as to render it unfit for lease, then either party shall have the right to terminate this LEASE AGREEMENT as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the LESSEE or its invitees, then only the LANDLORD shall have the right to terminate this LEASE AGREEMENT. Should the right to terminate be exercised, the rent for the current month shall be prorated between the parties as of the date the damage occurred. If the LEASE AGREEMENT is not terminated due to damages not the result of any act or omission of the LESSEE or its agents or invitees, then the LANDLORD shall repair the premises.

10. ENTRY AND INSPECTION

10.01 The LANDLORD retains the right to enter the premises for the purposes of the inspection to determine compliance with the conditions of this LEASE AGREEMENT or in the case of an emergency. Whenever practical, the LANDLORD shall provide the LESSEE with 24 hours notice prior to entry. Any indication of LEASE AGREEMENT violations shall be brought to the attention of the LESSEE in writing with 30 days allowed for LESSEE to make necessary corrections.

11. ASSIGNMENT AND SUBLETTING

11.01 Without the prior written consent of the LANDLORD, the LESSEE shall not assign this LEASE AGREEMENT or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without the prior written consent of LANDLORD or an assignment or subletting by operation of law, shall be void.

11.02 LANDLORD acknowledges and LESSEE agrees that the LESSEE may sublease a minimum of thirty-seven (37) parking spaces on the parcel of land described for the use of the CVS Pharmacy located adjacent to said parcel for the term of this LEASE AGREEMENT. The terms and conditions of said sublease shall be the subject of a separate lease agreement between LESSEE and the representative of CVS Pharmacy.

12. UTILITIES

12.01 The LESSEE shall be responsible for obtaining any required utility services for the leased premises. LESSEE shall be responsible for payment of any and all utility services required and/or received on the premises, including electricity, water and sewage.

13. FIRST RIGHT OF REFUSAL TO PURCHASE

13.01 The LESSEE shall be awarded first right of refusal to purchase from the LANDLORD the property known as Nashua Assessor's Sheet 31, Lot 7 for \$720,000.00 should the property be made available for sale during the term of this agreement. LESSEE will be allotted thirty (30) days to respond to such an offer to purchase. Should LESSEE refuse to purchase said property and the property is purchased by a third party, the City or its successor in title may, at its discretion, terminate this agreement with ninety (90) days prior written notice to LESSEE.

14. PURCHASE BY LESSEE FOR DEVELOPMENT

14.01 LESSEE shall have the right to purchase the land described as Nashua Assessor's Sheet 31, Lot 7 during the term of this LEASE AGREEMENT should LESSEE obligate itself to build a parking structure and multi-story medical office as generally described in LESSEE's Master Plan dated _____. Should Lessee subsequently modify its Master Plan to exclude the construction of a [multi-story](#) parking structure and/or multi-story medical office building, but to include a similar redevelopment of the property, Lessee may request a modification of this section (14.01) and Landlord will not unreasonably withhold its consent to the modification. Lessee must receive all approvals, permits and licenses necessary for the construction of said parking structure and medical office building or any approved, modified redevelopment on said parcel of land prior to the termination of this LEASE AGREEMENT.

14.02 Should LESSEE fulfill the requirements and conditions of section **14.01**, LANDLORD agrees to sell to LESSEE the parcel of land described as Nashua Assessor's Sheet 31, Lot 7 for a purchase price of Seven Hundred Twenty Thousand Dollars (\$720,000.00). LESSEE shall be credited, towards the purchase price, all monthly rental payments made to LANDLORD during the term of this LEASE AGREEMENT up to the date the property is transferred to LESSEE.

For purposes of example only, should LESSEE purchase the premises at the conclusion of the fifth year of the term of this LEASE AGREEMENT, LESSEE would have paid Two Hundred Forty Thousand Dollars (\$240,000.00) in monthly rent payments and would be credited that amount toward the purchase price leaving a balance due LANDLORD of Four Hundred Eighty Thousand Dollars (\$480,000.00).

14.04 LESSEE's right to purchase the parcel of land described as Nashua Assessor's Sheet 31, Lot 7, shall expire at the end of the term of this LEASE AGREEMENT and any and all monthly rental payments made to or due LANDLORD will become the property of the LANDLORD and shall not be credited to any subsequent purchase by LESSEE of the property described as Nashua Assessor's Sheet 31, Lot 7.

15. DANGEROUS MATERIALS

15.01 The LESSEE shall not keep or have on the premises any article or nothing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous.

16. INSURANCE

16.01 The LESSEE shall carry during the lease term, at its own cost and expense, the following insurance:

- (a) Comprehensive General Liability insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate;

All required insurance policies shall name LANDLORD as an additional insured and must provide that the termination, cancellation or modification of said policies will not occur without at least thirty (30) days' prior written notice to LANDLORD. LESSEE shall provide a certificate of insurance to the City of Nashua Risk Management Department prior to signing this LEASE AGREEMENT that includes language indicating the existence of these conditions.

17. HOLDOVER BY LESSEE

17.01 No holdover by LESSEE shall be permitted. The LANDLORD and LESSEE must execute a new lease upon expiration of an existing LEASE AGREEMENT in order for the LESSEE to remain in possession of the premises.

18. DEFAULT

18.01 The LANDLORD shall determine what shall constitute a violation of the provisions of the LEASE AGREEMENT or the failure of the LESSEE to otherwise abide by any of the covenants herein contained and may order a discontinuance of the practices or the performance of any of the work related to such default by giving the LESSEE thirty (30) days notice in writing. Failure of the LESSEE to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE AGREEMENT, evict the LESSEE and take full and complete possession of the premises. LESSEE shall reserve the right to appeal the reason for eviction through an agreed upon third part arbitration. No notice of default related to the payment of rent shall be required.

19. TERMINATION OF LEASE AGREEMENT FOR CAUSE

19.01 In the event that the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days of written notice by the LANDLORD to the LESSEE specifying such default and requiring it to be remedied then, and in such an event, LANDLORD may serve a written notice of termination of this LEASE AGREEMENT upon the LESSEE and this LEASE AGREEMENT and the term hereunder shall terminate and upon such termination LANDLORD may immediately or at any time thereafter, without demand or notice, enter into or upon the premises and repossess the same.

19.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE AGREEMENT, the LANDLORD shall be entitled to include in such suit for eviction or damages a claim for attorney's fees and court costs incident thereto which fees the LESSEE hereby covenants and agrees to pay.

20. SURRENDER OF THE PREMISES

20.01 In the event that the term or any extension thereof shall have expired or terminated, the LESSEE shall peacefully quit and surrender to LANDLORD the premises together with all improvements, alternations or additions made by LESSEE which cannot be removed without damaging the premises or negating or violating any approvals or permits required for improvements made to the premises by LESSEE. LESSEE'S obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE AGREEMENT.

21. INDEMNIFICATION AND RELEASE FROM LIABILITY

21.01 The LESSEE shall defend, indemnify and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its officers, agents and employees and any and all claims, liabilities or

penalties asserted against the LANDLORD, its officers, agents and employees by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the LESSEE its tenants, guests or invitees or from the use or maintenance of the above described premises. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of immunity of the City of Nashua, which immunity is hereby reserved to the City of Nashua. This covenant shall survive the termination of this agreement. The LESSEE further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the City of Nashua and/or the State of New Hampshire of any proposed highway/parkway, building for public use, and/or bridge project which abuts (or will abut) or may affect in any way the property herein leased.

22. DISCRIMINATION PROHIBITED

22.01 The LESSEE hereby covenants and agrees that no person on the grounds of race, color, national origin, sex or sexual orientation, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of the use of the premises and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, or sexual orientation, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended and any other applicable state and federal laws.

22.02 That in the event of breach of any of the above nondiscrimination covenants, the LANDLORD shall have the right to immediately terminate the LEASE AGREEMENT and to re-enter and repossess said land and facilities thereon, and hold the same as if said LEASE AGREEMENT had never been issued.

23. MISCELLANEOUS

23.01 LANDLORD'S Agents. All rights and obligations of LANDLORD under this LEASE AGREEMENT may be performed or exercised by such agents as LANDLORD may select.

23.02 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 by registered or certified mail, postdate prepaid, in a United States Post Office.

23.03 Extent of Instrument, Choice of Laws, Amendment, etc. This LEASE AGREEMENT, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties

hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the LANDLORD and LESSEE.

23.04 No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

23.05 Unenforceable Terms. If any terms of this LEASE AGREEMENT or any application thereof shall be invalid or unenforceable, the remainder of this LEASE AGREEMENT and any application of such term shall not be affected thereby.

23.06 Entire Agreement. This LEASE AGREEMENT embodied the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

23.07 No Waiver of Immunity. No provision in this LEASE AGREEMENT is intended to be nor shall it be interpreted by either party to be a waiver of immunity by the City of Nashua.

23.08 Applicable Laws. This LEASE AGREEMENT shall be governed exclusively by the provisions hereof and by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

**LANDLORD:
CITY OF NASHUA**

Date: _____, 2013

By: _____
Donnalee Lozeau, Mayor

**LESSEE:
SOUTHERN NEW HAMPSHIRE MEDICAL
CENTER**

Date: _____, 2013

By: _____

State of New Hampshire
County of Hillsborough, SS

This instrument was acknowledged before me on _____, 2013 by Donnalee Lozeau as Mayor of the City of Nashua.

Justice of the Peace/Notary Public

State of New Hampshire
County of Hillsborough, SS

This instrument was acknowledged before me on _____, 2013 by
_____ as _____ of Southern New Hampshire
Medical Center.

Justice of the Peace/Notary Public

LEASE

THIS LEASE is made and entered into this ____ day of _____, 2013, by and between the CITY OF NASHUA, a municipal corporation existing under the laws of the State of New Hampshire (hereinafter LESSOR) and having an office for the transaction of business at 229 Main Street, Nashua, New Hampshire and SOUTHERN NEW HAMPSHIRE MEDICAL CENTER, a non-profit corporation existing under the laws of the State of New Hampshire (hereinafter LESSEE) and having a principal office for the transaction of business at 8 Prospect Street, Nashua, New Hampshire.

WHEREBY:

1. LESSOR does hereby lease to LESSEE, for the purpose of the parking of automobiles, a certain parcel of land owned by LESSOR, identified as Nashua Assessor's Sheet 31, Lot 12, containing 21,780 square feet +/-.

2. This lease shall have a term of one (1) year, commencing on _____, 2013. LESSEE thereafter shall have the option to renew this lease annually by giving LESSOR written notice thereof at least ninety (90) days prior to the expiration of its term or of any subsequent renewal term. Provided, however, that LESSOR or LESSEE may terminate this lease as otherwise provided herein, or upon one hundred eighty (180) days written notice to the other party.

3. The LESSEE shall be responsible to the LESSOR for rent payments in money. Rent shall be paid monthly in advance on the first day of the month. This monthly rent shall be calculated as follows: Fifty Dollars (\$50.00) per each parking space per month multiplied by forty (40) parking spaces, for a total monthly rental payment of \$2,000.00.

4. LESSEE shall peacefully have, hold and enjoy the premises, without objection, hindrance or interference by LESSOR subject to the provisions of this lease, provided that LESSEE complies with the terms hereof. In the event of LESSEE's failure to comply with the terms hereof, LESSOR may, at its option, terminate this lease upon thirty (30) days written notice to LESSEE.

5. LESSEE shall at all times during the term of this lease, and at its own cost and expense, keep and maintain, or cause to be kept and maintained, the premises in good order and in a clean, sanitary, healthful and safe condition. Without limiting the generality of the foregoing, this obligation shall include the duty to remove and properly dispose of snow from the premises, as well as the duty to remove and properly dispose of any unregistered or abandoned vehicles from the premises.

6. LESSEE shall maintain in full force and effect during the term of this lease liability insurance relating to the premises and to LESSEE's use and occupancy thereof. LESSEE shall deliver to LESSOR certificates of insurance indicating such coverage in an amount of not less than one million dollars (\$1,000,000.00) single incident limit, designating the LESSOR as an additional insured, and providing that such coverage

may not be canceled or materially altered except upon thirty (30) days written notice to LESSOR. Notwithstanding any other provision of this lease, this lease shall terminate upon cancellation or an unacceptable material alteration of the specified insurance coverage.

7. LESSEE shall make no alterations to, or construct any improvements upon, the premises, with the exception of appropriate signage and markings consistent with the purposes of this lease and the use of the property authorized hereunder. Without limiting the provisions of Paragraph 8 of this lease, LESSEE shall bear all risks and liabilities associated with any such signage or markings, or the absence, of same, and LESSOR shall have no liability or responsibility with respect to same.

8. The LESSEE shall defend, indemnify and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its officers, agents and employees and any and all claims, liabilities or penalties asserted against the LANDLORD, its officers, agents and employees by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the LESSEE its tenants, guests or invitees or from the use or maintenance of the above described premises. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of immunity of the City of Nashua, which immunity is hereby reserved to the City of Nashua. This covenant shall survive the termination of this agreement. The LESSEE further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the City of Nashua and/or the State of New Hampshire of any proposed highway/parkway, building for public use, and/or bridge project which abuts (or will abut) or may affect in any way the property herein leased.

9. Whenever by the terms of this lease, notice shall or may be given to LESSOR or LESSEE, such notice shall be in writing and shall be delivered in hand or sent by registered or certified U.S. mail, postage prepaid, to the address as stated above, or to such other addresses as may from time to time be designated by like notice. Notices to LESSOR should be directed to the City Clerk.

10. The LESSEE shall be awarded first right of refusal to purchase from the LANDLORD the property known as Nashua Assessor's Sheet 31, Lot 12, at an agreed upon price, should the property be made available for sale during the term of this agreement. LESSEE will be allotted thirty (30) days to respond to such an offer to purchase. Should LESSEE refuse to purchase said property and the property is purchased by a third party, the City or its successor in title may, at its discretion, terminate this agreement with ninety (90) days prior written notice to LESSEE.

11. This lease may not be altered, changed or amended, nor any obligation hereunder or condition hereof be deemed waived, except by instrument in writing signed by LESSOR and LESSEE. The provisions of this lease shall extend and inure to the

benefit of, and shall be binding upon LESSOR and LESSEE and their respective successors and assigns.

12. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of New Hampshire.

13. This lease contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior understandings and agreements, if any, with respect thereto. However, any obligations of the LESSEE pursuant to any duly approved site plan pertaining to the leased premises shall remain in full force and effect.

WITNESSED BY: CITY OF NASHUA, LESSOR

By: _____
Donnalee Lozeau, Mayor
Duly authorized

SOUTHERN NEW HAMPSHIRE
MEDICAL CENTER

By: _____
Duly authorized

County of Hillsborough, SS

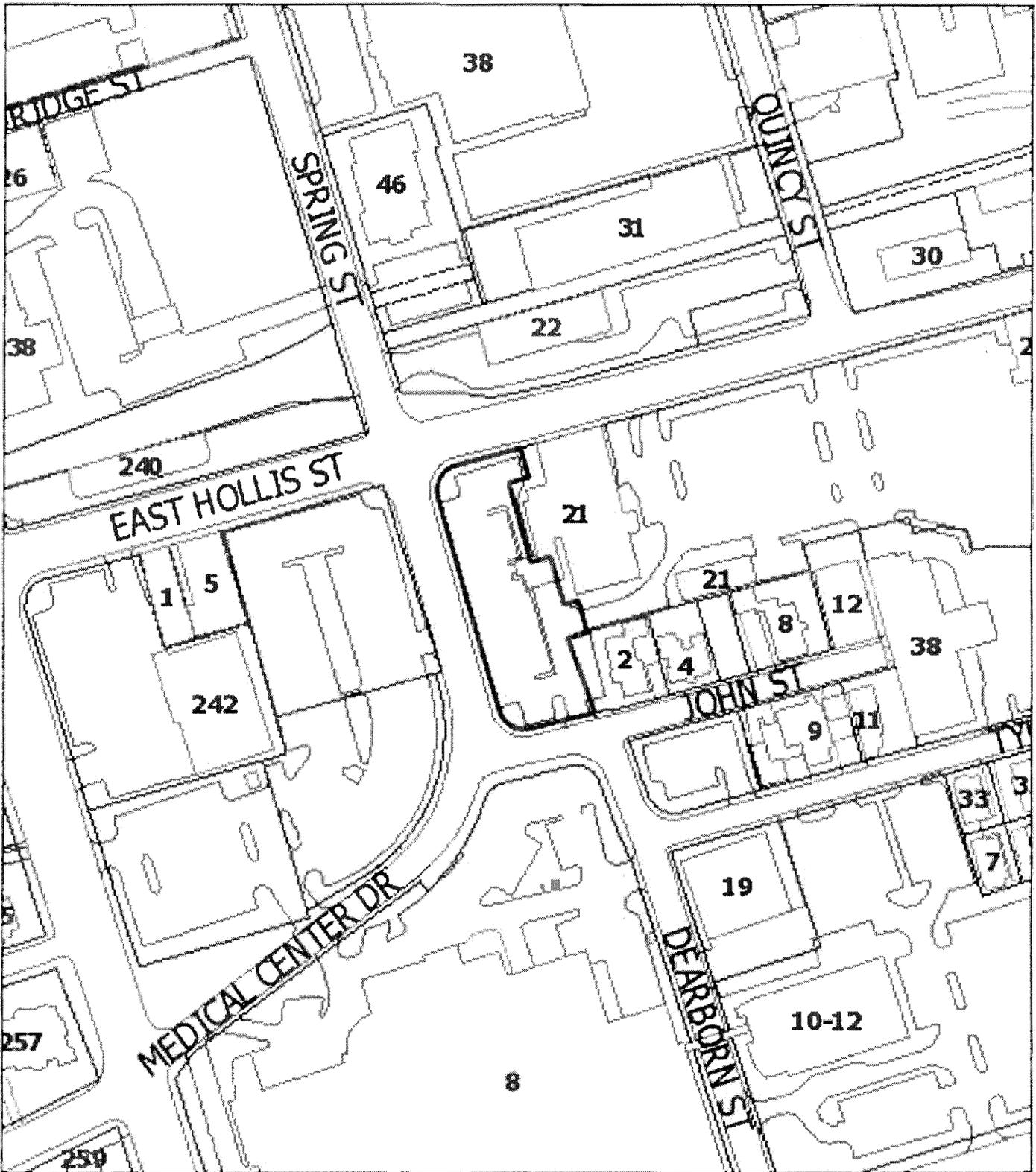
This instrument was acknowledged before me on _____, 2013 by
Donnalee Lozeau as Mayor of the City of Nashua.

Justice of the Peace/Notary Public

State of New Hampshire
County of Hillsborough, SS

This instrument was acknowledged before me on _____, 2013 by
_____ as _____ of Southern New
Hampshire Medical Center.

Justice of the Peace/Notary Public



NASHUA
NEW HAMPSHIRE



SNHMC Parking Lot at DFC

Rent from City



This map is for reference purposes only. The City of Nashua makes no representation or guarantee as to the content, accuracy, timeliness, or completeness of any information provided herein.