

MODIFIED GROSS LEASE

AGREEMENT made this 3rd day of September, 2025 by and between 200 Elm Street, LLC, a New Hampshire Limited Liability Company with a principal place of business at 1015 Elm Street, Manchester, County of Hillsborough, State of New Hampshire (hereinafter called "Lessor"), and City of Manchester with a principal place of business at One City Hall Plaza, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Lessee").

WHEREAS, Lessor owns certain premises consisting of land and building(s) located at 190 Elm Street, in Manchester, New Hampshire, (hereinafter called "Premises").

WHEREAS, Lessee desires to lease said premises.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PREMISES: The premises to be leased consists of the Second Floor of the Property located at 190 Elm Street in Manchester, NH. The leased premises is comprised of an area totaling Seven Thousand Eight Hundred and Fifteen (7,815) square feet, more or less.
2. TERM: The term of this Lease shall consist of an initial term of One (1) year, commencing on the date of October 1, 2025.
3. RENT: The annual rent to be paid to Lessor by Lessee shall be computed at the monthly rate of Seven Thousand Dollars (\$7,000) payable in two equal installments, the first being in the amount of \$42,000 to be paid on October 1, 2025, and the second, in the amount of \$42,000 to be paid on or before January 2, 2026.

Said payments shall be made to: 200 Elm Street, LLC, 1015 Elm Street, Manchester, New Hampshire, 03101.

4. LATE PENALTY:

LATE PENALTY: Lessee shall pay, as additional monthly rent, a late fee penalty of Five Percent (5%) in the event that either of the two payments due under this lease are not received within ten (10) days of the deadline for payment.

5. SECURITY DEPOSIT: Waived.

6. UTILITIES AND SERVICES: The parties agree that utilities and services shall be paid for as indicated below:

To be furnished by:

- | | | |
|----|--|--------|
| a. | Heat as required | Lessor |
| b. | Air conditioning as required (if applicable) | Lessor |
| c. | Electricity for lighting and other purposes | Lessor |
| d. | Replacement of bulbs and Fluorescent tubes | Lessor |
| e. | Water and sewerage charges | Lessor |
| f. | Gas for such installations in the premises as may require it | Lessor |
| g. | Replacement of broken glass | Lessor |
| h. | Janitor and cleaning services In Lessee's leased premises - | Lessor |
| | In Common Areas | Lessor |
| i. | Window washing In Lessee's leased premises - | Lessor |
| | In Common Areas | Lessor |
| i. | Trash removal and waste disposal - | Lessor |

- k. All maintenance and repairs to the demised premises under the control of Lessee including all mechanical systems, plumbing, heating and HVAC. Lessor
- l. Common area costs, including clearing and removal of ice and snow from walkways and parking lot area; sanding; utility room; and grounds maintenance Lessor
- m. Management of the building including management fees charged for managing the complex; supplies; materials; equipment; tools; including maintenance, costs, and upkeep of all parking and common areas - Lessor

6. LESSEE'S OBLIGATIONS FOR MAINTENANCE: Lessee shall keep and maintain the leased premises in a clean, sanitary and safe condition in accordance with the laws of the State of New Hampshire and in accordance with all rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, and Lessee shall comply with all requirements of law, ordinances and otherwise, affecting the leased premises, all at the sole cost and expense of Lessee. At the time of the expiration or sooner termination of the tenancy created herein, Lessee shall surrender the leased premises in good order, condition and repair.

7. INSURANCE: Lessor will maintain fire and allrisk property insurance on said Premises in the amount of at least fair market value of said Premises and said insurance will include a loss of rents rider which, when in effect and while said rents are being received by Lessor, will relieve Lessee of its obligation to pay said rent. Lessor will also maintain combined bodily injury and property damage insurance on said Premises in an amount of at least One Million Dollars (\$1,000,000.00). Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of New Hampshire.

Lessor will provide Lessee with a certificate or proof of such insurance

Lessor may obtain additional coverage provided that any increases in coverage will be reasonably related to the fair market value of the Premises.

8. QUIET POSSESSION: So long as Lessee performs its obligations, Lessor covenants that Lessee shall be entitled to quiet and peaceful possession of the leased space and the right to use same free of interference from noise, noxious or unpleasant fumes or odors, or other disturbance from other tenants in said Premises.

9. LESSEE'S OBLIGATIONS: Lessee agrees as follows:

- a. To pay rent when due and payable as enumerated in this Lease, and to deliver possession of the premises to Lessor upon termination of this Lease in the same condition as received, ordinary wear and tear and damage by fire, the elements or other casualty excepted.
- b. To use the premises in a quiet and orderly fashion without disturbance to other tenants in said building, and not to suffer or permit any violations of Federal, State or Local laws or ordinances pertaining thereto.
- c. Not to assign or sublet the demised premises, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

- d. To follow all reasonable rules and regulations concerning such matters as parking, trash collections and the like.
- e. Lessee shall be responsible for compliance of all terms and conditions of the Lease including all rent payments.

10. LESSOR'S REMEDIES: Lessor may terminate this Lease and enter and take possession of the premises from Lessee, all without waiving any rights which it may have at law or in equity hereunder, without further notice of demand (all such notices and demands being hereby waived unless specifically mentioned below), following any of the following events:

- a. That Lessee should fail to pay rent when due and payable under this Lease within Fourteen (14) days following written notice of such default therein.
- b. That Lessee shall fail to commence curing any other violation of its covenants within Thirty (30) days after written notice thereof or, having commenced to cure same as aforesaid, shall fail to carry same to conclusion with due diligence.
- c. Upon the adjudication of Lessee as a bankrupt or the appointment of a receiver of its property.

11. UNTENANTABILITY: If the premises, or any portion thereof, are made untenable by fire, the elements, or other casualty, rent for the leased premises, or affected portion thereof, shall abate from date of such casualty to restoration of tenantability. Lessor shall restore same with all reasonable speed and, if Lessor does not restore the premises, or the affected portion thereof, to tenantability within Sixty (60) days thereafter, Lessee may then terminate this Lease. If the premises are more than Seventy Five Percent (75%) destroyed by such casualty, either Lessor or Lessee may terminate this Lease unless Lessor is able to rebuild and restore the premises within Sixty (60) days of such casualty. Rent shall abate during such period of untenability.

12. INSPECTION: Lessor shall have the right to enter the premises during normal business hours for reasonable inspections and, in addition, shall have the right to show same to prospective tenants during the last One Hundred Twenty (120) days of the term hereof.
13. LIABILITY AND INDEMNIFICATION: Lessor shall not be liable for any personal injury or property damage to Lessee or to its officers, agents and employees, or to any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, unless the injury or damage shall be caused by Lessor's affirmative act or negligence.

Lessor shall not be liable for any damage to person or property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or steam pipes or from the heating or plumbing fixtures. Neither Lessor nor Lessee shall be liable to the other for any loss or damage to property or injury to or death of persons occurring in the building (including the Premises) or in any manner growing out of or connected with Lessee's use and occupation of the leased premises, the building or the condition thereof, whether or not caused by the negligence or fault of Lessor or Lessee, or their respective agents, employees, subtenants, licensees or assignees. This release shall apply to such business interruption loss under all circumstances and to loss or damage to property or injury to or death of persons to the extent such insurance is payable to or protects Lessor or Lessee or both. Nothing herein shall be constructed to impose any other or greater liability upon either Lessor or Lessee than would have existed in the absence of these provisions. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not effect the right of the insured to recover under an applicable policy. The release in favor of Lessor contained herein, is in addition to and not in substitution for or in diminution of the hold harmless and indemnification provisions stated herein.

14. SIGNS: Other than already existing, Lessor must approve, in advance of installation, any signs, letters and/or plaques which Lessee desires to affix to its Premises. When signs, letters and/or plaques have been approved and affixed to the demised premises, same will remain the property of the Lessee and shall be removable and removed at the termination of this Lease. Lessee will then be responsible for restoring the building, or any part thereof, to its original condition. All such signs, letters and/or plaques

must meet the approval of Lessor and be within the zoning ordinances and regulations of the City of Manchester.

15. EQUIPMENT AND PERSONAL PROPERTY: Lessee may install at the demised premises business machines and other fixtures and personal property as may be necessary for the conduct of its business; however, such equipment, fixtures and personal property may not be noxious or offensive to the other tenants, business invitees or others.

16. LESSEE'S ALTERATIONS AND IMPROVEMENTS:
 - a. Lessee is granted permission to make such alterations and improvements and install such identification signs, furniture, fixtures and equipment in the demised premises as may be specified in lists, plans and specifications attached hereto and identified as "Lessee's Alterations and Improvements." Lessee agree to pay for same, to indemnify, save and hold Lessor harmless from any cost, expense or liens arising in connection therewith.

 - b. Lessor shall not unreasonably withhold consent to Lessee making further alterations during the term of this Lease, which further alterations shall be on the same conditions contained herein.

17. LESSEE'S IMPROVEMENTS: Upon the termination of this Lease, or any extension thereof, any and all improvements, alterations or modifications which are affixed to the real estate, and normally considered to be part of the real estate, shall become the property of the Lessor. This includes, but is not limited to, ceilings, flooring, carpeting, shelving (which is affixed to the real estate), partitions, walls, wall coverings and the like. At the termination of this Lease, Lessee may remove its own personal property not considered part of the real estate, such as Venetian blinds, curtains, office equipment, business machines, trade fixtures, signs and the like, not affixed to the real estate.

18. CONDEMNATION: If the leased premises, or any significant portion thereof, are taken by eminent domain, or condemned for public use, this Lease may be terminated by either the Lessor or Lessee, and any and all awards for such taking shall be the exclusive property of the Lessor; provided, however, that

nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or the value of stock and other personal property belonging to the Lessee; provided, however, that no such claim shall diminish or otherwise adversely affect Lessor's award or the award of any mortgagee.

19. SUBORDINATION: This Lease is subject and subordinate to all mortgages to any lender prior to or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements or extensions thereof. The Lessee will, upon the request of the Lessor, promptly execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgagee securing notes issued by the Lessor and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof; it being understood, however, that such additional instruments are not necessary in that this is a presently effective agreement of subordination. At the request of Lessor, Lessee shall join in a subordination requested by any mortgagee who desires to subordinate its mortgage to this Lease, provided, however, that the provisions of said mortgage relating to the receipt and application of insurance proceeds and condemnation awards shall in no event be subordinated to this Lease. Lessee also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument requested by Lessor, Lessor may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney in fact of Lessee and in Lessee's name; and Lessee hereby makes, constitutes and irrevocably appoints Lessor as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof.

20. USE OF PREMISES: Lessee may use the demised premises only for the following purposes: **Homeless shelter and homeless medical respite.**

In no event may Lessee use the demised premises, or any part thereof, for the sale or service of any other type of goods or products other than those enumerated above. This restriction includes, but is not limited to, the installation or use of vending machines, arcade or game machines. In no event may the

Lessee use the demised premises or any part thereof for any purpose not permitted, allowed or acceptable under state, federal or local laws, ordinances and/or regulations.

21. PARKING FACILITIES: Lessee has the right to use the parking lot adjacent to the building which shall be shared in common with other tenants of the building.

22. SUCCESSORS AND ASSIGNS: This Lease will be binding on the heirs, executors, administrators, successors and assigns of all parties hereto.

23. CONFIDENTIALITY: To the extent permitted by law, both Lessee and Lessor understand and agree that the terms and conditions of the Lease shall remain strictly confidential and shall not be disclosed to any other individual who is not a party to this agreement, including, but not limited to, any other tenant at said Premises, any prospective tenants, and the like. However, both Lessee and Lessor understand and agree that the terms and conditions of the Lease may be disclosed to and shared with the City of Manchester, New Hampshire, and its appropriate agencies. Moreover, pursuant to New Hampshire Revised Statutes Annotated (RSA) 477:7, a Notice of Lease pursuant to RSA 477:7-a for this Lease may be recorded in the Hillsborough County Registry of Deeds.

24. NOTICES: All notices, demands and requests which may or are required to be given by Either Party to the other shall be in writing and shall be served by personal service or by certified mail, return receipt requested, or by Federal Express or similar overnight delivery service. Service shall be deemed made when tendered for delivery to the Party for whom delivery was intended.

All notices, demands and requests by Lessor to Lessee shall be sent to:

Mayor Jay Ruais
City of Manchester
One City Park Plaza
Manchester, NH 03101

Or at such other place as Lessee may from time to time designate in a written Notice to Lessor.

All notices, demands, and requests by Lessee to the Lessor shall be sent to:

200 Elm Street, LLC
c/o Edwaard Baroody
1015 Elm Street
Manchester, NH 03101

25. BROKERAGE: Lessee warrants that it has had no dealings with any broker or agent in connection with this Lease.
26. DELIVERY OF POSSESSION: Lessor agrees that, barring acts of God, labor strikes, work stoppages, or other events beyond its control, it will deliver possession of the premises so that Lessee might commence construction of its own alterations and improvements on or before Date of execution of Lease.
27. ENTIRE AGREEMENT: This Lease embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations referring to the subject matter, other than those contained herein. There may be no modification of this Lease except in writing, executed by both Lessor and Lessee, with the same formalities as this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized officer and the corporate seal affixed hereto on the day and year first abovewritten.

LESSOR:

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Witness

By: _____

200 Elm Street, LLC

Edward Barood, Manager

LESSEE:

-
Witness

By: _____

City of Manchester

Jay Ruias, Mayor

EXHIBIT A

RENTAL OPTION ADDENDUM

Providing Lessee shall remain a tenant in good standing during the original term of its Lease, it is expressly understood and agreed that Lessee shall have One (1) additional options to renew and extend the term of this Lease for an additional term of _____ on the same terms and conditions as contained in this lease including the adjustment of rent to be determined by Market Conditions for the Downtown Manchester Area at the time of renewal.

If Lessee elects NOT to exercise these options to extend the term, it must do so in writing at any time but not less than Ninety Days (90) days prior to the expiration of the original term, otherwise lessee will be responsible for fulfilling its lease commitment through the expiration of the option period.

