



RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE
14 COURT STREET LEASE FOR UNIT B WITH LIQUID THERAPY, LLC**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Two

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a Second Amendment to 14 Court Street Lease for Unit B with Liquid Therapy, LLC in substantially the same form as the attached.

LEGISLATIVE YEAR 2022

RESOLUTION: R-22-017

PURPOSE: Authorizing the Mayor to enter into a Second Amendment to the 14 Court Street Lease for Unit B with Liquid Therapy, LLC

ENDORSERS: Alderman-at-Large Ben Clemons

COMMITTEE ASSIGNMENT: Finance Committee

FISCAL NOTE: The City will receive \$2,700.00 in lease payments as well as approximately \$590.00 in property taxes per year.

ANALYSIS

This resolution authorizes the Mayor to enter into a Second Amendment to 14 Court Street Lease for Unit B with Liquid Therapy, LLC. The Second Amendment adds language to the lease regarding an additional leased storage area.

Approved as to form: Office of Corporation Counsel

By: Donnaley Clarke

Date: 3 March 2022

SECOND AMENDMENT TO 14 COURT STREET LEASE FOR UNIT B

This Second Amendment to the 14 Court Street Lease for Unit B, dated as of the latter of the signatures below, is by and between the City of Nashua, a municipality incorporated in the State of New Hampshire, having a mailing address of 229 Main Street, Nashua, County of Hillsborough, New Hampshire 03061 (hereinafter “Lessor”) and Liquid Therapy, LLC, a New Hampshire limited liability corporation, with a business address of 5 New Haven Drive, #201, Nashua, New Hampshire 03063 (hereinafter “Lessee”).

WHEREAS, Lessor and Lessee entered into a 14 Court Street Lease for Unit B on July 1, 2018, and entered into a First Amendment to 14 Court Street Lease for Unit B on April 5, 2021 (together, these two documents hereinafter referred to as the “Lease”), whereby the Lessor granted to the Lessee certain rights in regard to a portion of the property located at 14 Court Street, Nashua, New Hampshire (hereinafter “Lease Area”);

WHEREAS, the Initial Term of the Lease is July 1, 2018 through June 30, 2023; and

WHEREAS, the Parties wish to further amend certain terms and conditions in the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Add the following new subsection entitled “Additional Lease Area” to the existing Section 1 “Lease of Premises and Term”:

Additional Lease Area. In addition to the original Lease Area leased to Lessee under the Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a term to be coterminous with the Lease, the premises consisting of approximately 857 square feet of storage on the first floor of the Premises (the “Additional Lease Area”) as shown on Exhibit A-1 attached hereto and made a part hereof. Lessee shall be

permitted to use the Additional Lease Area for storage purposes. Lessee accepts the Additional Lease Area as is, in the condition presently existing, and Lessor shall have no obligation to make any repairs, alterations or improvements to the Additional Lease Area. Lessee accepts the Additional Space without representation or warranty by Lessor of any kind and with the understanding that Lessor shall have no responsibility with respect thereto. Lessee hereby agrees to pay Lessor Two Hundred and Twenty Five Dollars (\$225.00) per month, on the 1st of every month, beginning April 1, 2022, for the Additional Lease Area. Lessee shall be responsible for the cost of all utilities for the Additional Lease Area. Lessee shall be responsible for all real and personal property taxes assessed against the Additional Lease Area. The Additional Lease Area shall be subject to all other terms and conditions of this Lease not specifically addressed herein.

2. In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

3. All capitalized terms used but not defined herein shall have the same meaning as defined in the Lease.

IN WITNESS WHEREFORE, the parties have caused their authorized representatives to execute and seal this Second Amendment on the date set forth below.

CITY OF NASHUA

Date: _____, 2022

By: _____
James W. Donchess, Mayor
DULY AUTHORIZED

LIQUID THERAPY, LLC

Date: _____, 2021

By: _____
Name: _____
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2022, personally appeared the above-named, James W. Donchess, Mayor of City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2022, personally appeared the above-named, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires:

Exhibit A-1 Additional Lease Area

Map and Lot	Account Number	Property Address	Visit History	Date	Initials & Code	Additional Visit	Date	Initials & Code

