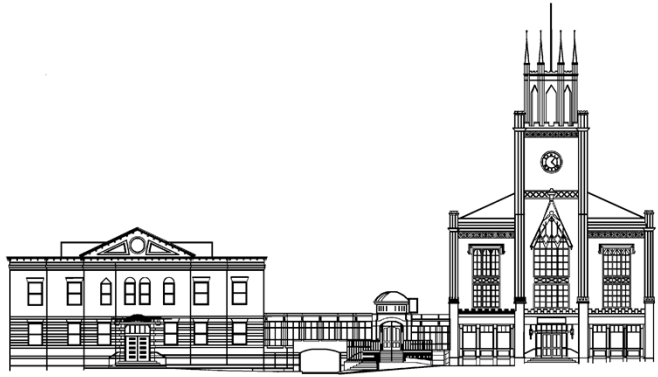




COMMITTEE ON ACCOUNTS, ENROLLMENT AND REVENUE ADMINISTRATION

September 6, 2022 at 5:00 PM
Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Heath, Long, Levasseur, Cavanaugh, Barry

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Update on the City's Revolving Loan Fund.
Ladies and Gentlemen, what is your pleasure?
2. Communication from Michele Bogardus, Deputy Finance Officer, submitting Finance Department reports as follows:
 - Accounts Receivable over 90 days
 - Aging Report
 - Outstanding Receivables**Ladies and Gentlemen, what is your pleasure?**
3. Communication from DISH Wireless, LLC requesting approval of a Site Lease Agreement on Hackett Hill Road.
Ladies and Gentlemen, what is your pleasure?
4. Chairman Heath advises that ordinances are to be considered for consistency with the rules of the Board and requests the Clerk to make a presentation.
 - "Amending Chapter 33: Human Resources of the Code of Ordinances of the City of Manchester by adding Juneteenth as a holiday under §33.075 Holidays."
 - "Amending Section 70.40 Towing of the Code of Ordinances of the City of Manchester by increasing the fees associated with vehicles towed without the consent or authorization of the owner/operator of the vehicle."**If the Committee so desires, a motion would be in order that the ordinance amendments ought to pass and be Enrolled.**

If there is no further business, a motion is in order to adjourn.



Sharon Y. Wickens
Finance Officer

Michele A. Bogardus
Deputy Finance Officer

CITY OF MANCHESTER
Finance Department

August 29, 2022

Committee on Accounts, Enrollment & Revenue Administration
C/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached for your review is a summary of the City's revolving and recovery loan accounts.

Respectfully submitted,

Kim LeBlanc
Financial Analyst II

Enc.

REVOLVING & RECOVERY LOANS
8/29/2022

Loan #	Revolving Loan - City	Original Loan Date	Original Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
1	Maax Inc	5/29/2007	5/1/2019	\$210,000.00	\$85,254.61	\$0.00	
2	Lazy Nicks	10/30/2009	10/30/2030	\$40,000.00	\$17,450.47	\$0.00	
3	Cedar & Oak	9/25/2008	1/1/2018	\$41,000.00	\$25,297.39	\$0.00	
4	Delisle Market	1/28/2010	10/15/2020	\$43,500.00	\$23,706.42	\$0.00	
5	Delisle Market - Energy Loan	1/28/2010	8/15/2020	\$20,000.00	\$12,601.35	\$0.00	

\$354,500.00 \$164,310.24 \$0.00

SUMMARY NOTES:

Loans 1 & 2 - Status current and in good standing.
Loans 3 thru 5 - Over 60 days past due, sent to Solicitor's Office.

Loan #	Revolving Loan - MDC	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
6	844 Elm St	12/12/2003	11/12/2018	\$250,000.00	\$54,699.18	\$215.42	
7	Palace Theatre Trust	1/24/2019	10/1/2029	\$1,686,622.04	\$1,686,622.04	\$0.00	Interest calculated quarterly on outstanding principal amount due
8	Germania Front	1/20/2012	9/20/2022	\$500,000.00	\$0.00	\$0.00	Paid in full 8/18/22
				\$2,436,622.04	\$1,741,321.22	\$215.42	

SUMMARY NOTES:

Loans 6 & 7 - Status current and in good standing.
Loan 8 - Paid in full.

Loan #	Recovery Loans - MDC	Original Loan Date	Loan Maturity Date	Original Loan Amount	Current Principal Balance	Current Interest Balance	Loan Activity
9	JJD Central, LLC	7/23/2020	10/1/2023	\$15,000.00	\$5,940.39	\$9.90	
10	Sawaya Enterprises, Inc	7/23/2020	10/1/2025	\$25,000.00	\$16,122.12	\$26.87	
11	HS 1, LLC	3/26/2021	3/1/2026	\$25,000.00	\$19,077.76	\$31.80	
12	3 Kitchen Bar & Grill LLC	5/17/2021	5/1/2026	\$15,000.00	\$12,725.25	\$21.21	
				\$80,000.00	\$53,865.52	\$89.78	

SUMMARY NOTES:

Loans 9 thru 11 - Status current and in good standing.
Loan 12 - Over 60 days past due.



Sharon Y. Wickens
Finance Officer

Michele A. Bogardus
Deputy Finance Officer

CITY OF MANCHESTER

Finance Department

August 29, 2022

Committee on Accounts, Enrollment & Revenue Administration
c/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Honorable Committee Members,

Attached is a summary of the City's accounts receivable over 90 days as well as an aging report. Also included is a list of outstanding receivables that have been submitted to the City Solicitor for review and determination of collectability.

In summary outstanding receivables over 90 days totals \$1,098,441 out of \$5,223,637 billed. July's outstanding receivables totaled \$972,387 out of \$5,115,505 billed.

Please let me know if you have any questions or require further information.

Respectfully submitted,

Michele Bogardus
Deputy Finance Officer

Enc.

**Summary of Accounts Receivable Over 90 Days
by Department - with Previous Month's Comparative**

Total Receivables Over 90 Days		8/29/2022	7/11/2022
	<u>Dept Code</u>	<u>Over 90 Days</u>	<u>Over 90 Days</u>
Airport	25	\$ 482,415.99	\$ 305,512.47
EPD	27	\$ -	\$ -
Parking Department	52	\$ 9,433.71	\$ 10,171.09
Total Enterprise Funds		\$ 491,849.70	\$ 315,683.56
Building Maintenance	21	\$ 145,887.65	\$ 145,887.65
Fire Department	30	\$ 330,281.71	\$ 350,774.25
Health Department	41	\$ 24,142.76	\$ 25,105.13
Highway	50, 51	\$ 50,476.53	\$ 50,694.83
Information Systems	13	\$ -	\$ -
Parks & Recreation	65	\$ 12,281.58	\$ 25,832.06
Police Department	33,34,35,36	\$ 43,520.65	\$ 58,409.91
Total General Fund		\$ 606,590.88	\$ 656,703.83
Grand Totals		<u>\$ 1,098,440.58</u>	<u>\$ 972,387.39</u>

General Fund receivables over \$10,000 by customer

School Admin	21	\$ 145,887.65	\$ 145,887.65
Liberty Utilities	30	\$ -	\$ 13,151.71
FEMA	30	\$ 296,388.26	\$ 296,388.26
FEMA	41	\$ 24,142.76	\$ 24,142.76
State of NH	50	\$ 37,112.62	\$ 37,112.62
School Athletic	65	\$ 12,274.21	\$ 12,274.21
School Admin	65	\$ -	\$ 13,550.48
Totals		\$ 515,805.50	\$ 542,507.69

Explanation of Charges
Facilities Maintenance Sept 2021
Extra Details
FEMA Reimbursement - In-process
FEMA Reimbursement - In-process
State of NH Grants - In-process
Gill Stadium Nov 2021 Charge Backs
JFK Electric Reimbursement

Total General Fund receivables over 90 days less over \$10,000	<u>\$ 90,785.38</u>	<u>\$ 114,196.14</u>
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City of Manchester NH - Receivables
Over 90 Days as of 8/29/2022

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
21	64-21	SCHOOL ADMINISTRATIVE U	\$ 1,155,539.30	\$ 1,009,651.65	\$ 145,887.65
21 - TOTALS			\$ 1,155,539.30	\$ 1,009,651.65	\$ 145,887.65
25		AVIS-BUDGET FAMILY	\$ 172,729.51	\$ 7,473.12	\$ 165,256.39
25		CONSOLIDATED COMMUNICATIONS	\$ 200.00	\$ -	\$ 200.00
25		DELTA AIR LINES	\$ 0.04	\$ 0.02	\$ 0.02
25		DHART	\$ 892.00	\$ 597.00	\$ 295.00
25		DUNKIN DONUTS	\$ 1,040.14	\$ 90.00	\$ 950.14
25		ENGIE SERVICES	\$ 324.00	\$ 135.00	\$ 189.00
25		ENTERPRISE RENT-A-CAR	\$ 43,518.97	\$ 13,504.18	\$ 30,014.79
25		FEDERAL GRANTS	\$ 2,603,456.59	\$ 2,409,372.21	\$ 194,084.38
25		HERTZ CORPORATION	\$ 10,228.99	\$ 504.73	\$ 9,724.26
25		HOST INTERNATIONAL, INC.	\$ 29,441.54	\$ 604.05	\$ 28,837.49
25		HUDSON GROUP	\$ 5,478.75	\$ 5,139.75	\$ 339.00
25		LEGACY AIRWAYS, LLC	\$ 46,671.21	\$ 1,040.35	\$ 45,630.86
25		LEIDOS, SECURITY DETECTION & AUTOMATION, INC.	\$ 405.00	\$ -	\$ 405.00
25		MANCOAIR II, LLC	\$ 3,387.86	\$ -	\$ 3,387.86
25		MISCELLANEOUS	\$ 489.98	\$ -	\$ 489.98
25		PIEDMONT AIRLINES, INC. (AMERICAN AIRLINES SUBSIDIARY)	\$ 29,134.11	\$ 29,064.11	\$ 70.00
25		SECURITYPOINT MEDIA LLC	\$ 756.80	\$ -	\$ 756.80
25		SIGNATURE FLIGHT SUPPORT CORPORATION	\$ 26,441.48	\$ 26,441.46	\$ 0.02
25		SPIRIT AIRLINES, INC.	\$ 22,132.54	\$ 22,087.54	\$ 45.00
25		VERIZON WIRELESS	\$ 2,445.00	\$ 900.00	\$ 1,545.00
25		WORLDWIDE FLIGHT SERVICES, INC. (WFS)	\$ 590.98	\$ 395.98	\$ 195.00
25 - AIRPORT TOTALS			\$ 2,999,765.49	\$ 2,517,349.50	\$ 482,415.99
30	32476	1037-1045 ELM ST LLC	\$ 2,160.00	\$ -	\$ 2,160.00
30	30148	1200 ELM STREET LLC.	\$ 1,080.00	\$ -	\$ 1,080.00
30	33850	168 MERRIMACK ST LLC	\$ 1,144.80	\$ 64.80	\$ 1,080.00
30	32872	213 GREEN STREET LLC	\$ 540.00	\$ -	\$ 540.00
30	28454	300 GAY ST ACQUISITION	\$ 2,016.75	\$ 300.00	\$ 1,716.75
30	16889	323 CONCORD STREET, LLC	\$ 679.06	\$ -	\$ 679.06
30	29825	351 CHESTNUT ST LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	33519	707-725 HUSE RD LLC	\$ 810.00	\$ -	\$ 810.00
30	30122	79 CARL DR. REALTY, LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	32887	ADT COMMERCIAL	\$ 2,358.74	\$ -	\$ 2,358.74
30	30492	AMBER LLC ASSOCIATES	\$ 5.00	\$ -	\$ 5.00
30	606	AMERICAN NATIONAL RED C	\$ 2,160.00	\$ -	\$ 2,160.00
30	33447	AMR REAL ESTATE HOLDING	\$ 540.00	\$ -	\$ 540.00
30	1117	AUTOFAIR	\$ 1,660.50	\$ 40.50	\$ 1,620.00
30	30102	BT PROPERTY LLC	\$ 2,168.10	\$ -	\$ 2,168.10
30	32930	CENTURY LINK	\$ 104.50	\$ -	\$ 104.50
30	33662	CVS	\$ 675.00	\$ -	\$ 675.00
30	8132-30	FEMA	\$ 601,343.02	\$ 304,954.76	\$ 296,388.26
30	7901	FERNANDO HILARION	\$ 540.00	\$ -	\$ 540.00
30	32576	FINCH, RUTH	\$ 540.00	\$ -	\$ 540.00
30	33289	FOUR ON ELM LLC	\$ 1,080.00	\$ -	\$ 1,080.00
30	33382	FREE STATE BARBELL CLUB	\$ 107.50	\$ 7.50	\$ 100.00
30	174	GENERAL SERVICES ADM U	\$ 540.00	\$ -	\$ 540.00
30	10350	HANOVER ST. CHOP HOUSE	\$ 540.00	\$ -	\$ 540.00
30	7966	HARVEY INDUSTRIES	\$ 564.30	\$ -	\$ 564.30
30	33633	HERTZ CORP	\$ 212.00	\$ 107.50	\$ 104.50
30	33779	LIGHT OF LIFE MINISTRIE	\$ 45.00	\$ -	\$ 45.00
30	2386	LUISA'S ITALIAN PIZZERI	\$ 107.50	\$ 7.50	\$ 100.00
30	33838	MERRIMACK ST BRDG HOUSE	\$ 1,892.50	\$ 812.50	\$ 1,080.00
30	30133	NEP MANCHESTER HS OWNER	\$ 540.00	\$ -	\$ 540.00
30	27451	NEP MANCHESTER TP OWNER	\$ 1,184.50	\$ 104.50	\$ 1,080.00
30	31190	NORTHLAND INVESTMENT CO	\$ 1,080.00	\$ -	\$ 1,080.00
30	33614	OLISZCZAK, MARINA	\$ 720.00	\$ -	\$ 720.00
30	32631	PARAGON INVESTMENTS LLC	\$ 540.00	\$ -	\$ 540.00
30	3046	RBS CITIZENS/ CHARTER O	\$ 540.00	\$ -	\$ 540.00
30	33288	REALTY INCOME CORPORATI	\$ 1,080.00	\$ -	\$ 1,080.00
30	11092	RITE AID CORPORATION	\$ 540.00	\$ -	\$ 540.00
30	32867	SERITAGE SRC FINANCE, L	\$ 540.00	\$ -	\$ 540.00
30	33263	SISTERS OF THE ROSEBUSH	\$ 540.00	\$ -	\$ 540.00
30	33415	SUDANESE COMMUNITY OF N	\$ 107.50	\$ 7.50	\$ 100.00
30	16677	SUNBELT RENTALS	\$ 304.50	\$ 100.00	\$ 204.50
30	21857	VA MEDICAL CENTER	\$ 233.00	\$ 15.00	\$ 218.00
30	62	YEE DYNASTY	\$ 1,080.00	\$ -	\$ 1,080.00
30 - FIRE TOTALS			\$ 636,803.77	\$ 306,522.06	\$ 330,281.71

City of Manchester NH - Receivables
Over 90 Days as of 8/29/2022

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
33	21994	CELLULAR FREEDOM, INC	\$ 29.67	\$ -	\$ 29.67
33	32796	CEXCHANGE	\$ 3.45	\$ 0.25	\$ 3.20
33	19086	GOOD STILL	\$ 736.86	\$ -	\$ 736.86
34	85	ASPLUNDH TREE EXPERT CO	\$ 2,159.00	\$ -	\$ 2,159.00
34	15337	AUTISM SPEAKS	\$ 508.00	\$ -	\$ 508.00
34	1201	COMCAST	\$ 254.00	\$ -	\$ 254.00
34	30650	CONSOLIDATED COMMUNICAT	\$ 34,037.83	\$ 32,528.38	\$ 1,509.45
34	2559	CONTROL TECHNOLOGIES	\$ 254.00	\$ -	\$ 254.00
34	33707	CVS PHARMACY	\$ 254.00	\$ -	\$ 254.00
34	33223	EASTERN PIPE SERVICES	\$ 2,324.00	\$ 292.00	\$ 2,032.00
34	4313	EVERSOURCE ENERGY (BEDF	\$ 2,607.21	\$ 1,938.05	\$ 669.16
34	2094	EVERSOURCE ENERGY (HOOK	\$ 18,756.63	\$ 12,644.75	\$ 6,111.88
34	32878	FRIENDS OF ANDREW YANG	\$ 476.00	\$ -	\$ 476.00
34	22443	HANNAFORD	\$ 12,961.75	\$ 11,945.75	\$ 1,016.00
34	33637	J PASCY QUALITY PAINTIN	\$ 254.00	\$ -	\$ 254.00
34	32541	KNIGHTS EXCAVATION	\$ 855.50	\$ -	\$ 855.50
34	18609	LIBERTY UTILITIES, INC	\$ 34,231.95	\$ 32,002.75	\$ 2,229.20
34	2539	MANCHESTER HIGHWAY DEPT	\$ 75,927.50	\$ 73,814.75	\$ 2,112.75
34	5647	MCGARVEYS SALOON	\$ 258.00	\$ -	\$ 258.00
34	857	MEMORIAL HIGH SCHOOL	\$ 762.00	\$ -	\$ 762.00
34	17616	NBC NEWS	\$ 7,140.00	\$ -	\$ 7,140.00
34	33062	NEWMANS EXCAVATION	\$ 246.00	\$ -	\$ 246.00
34	33617	OUT FRONT MEDIA	\$ 254.00	\$ -	\$ 254.00
34	725	PARK CONSTRUCTION CORP	\$ 21,510.50	\$ 21,224.75	\$ 285.75
34	64-34	SCHOOL ADMINISTRATIVE U	\$ 7,697.00	\$ 6,159.50	\$ 1,537.50
34	31993	SECURITY INDUSTRY SPECI	\$ 895.25	\$ 292.00	\$ 603.25
34	9601	SIGN GALLERY	\$ 327.25	\$ -	\$ 327.25
34	7048	SNHU ARENA	\$ 5,310.38	\$ -	\$ 5,310.38
34	33316	ST MORITZ SECURITY SERV	\$ 492.00	\$ -	\$ 492.00
34	15338	TD BANK	\$ 3,536.25	\$ -	\$ 3,536.25
34	24304	WHISKEY'S 20	\$ 1,290.00	\$ -	\$ 1,290.00
35	16984	GEICO BF/NJ CLAIMS	\$ 14.35	\$ 0.75	\$ 13.60
33, 34, 35, & 36 - POLICE TOTALS			\$ 236,364.33	\$ 192,843.68	\$ 43,520.65
41	8132-41	FEMA	\$ 25,054.30	\$ 911.54	\$ 24,142.76
41 - HEALTH TOTALS			\$ 25,054.30	\$ 911.54	\$ 24,142.76
50	8018	AHRENT, JEFFREY	\$ 269.38	\$ -	\$ 269.38
50	32051	ASPROGIANNIS, STYLIANOS	\$ 82.04	\$ -	\$ 82.04
50	32988	BALDIZAN, FRANK	\$ 337.50	\$ -	\$ 337.50
50	32206	BASSETT, SHANNA	\$ 277.97	\$ -	\$ 277.97
50	32489	BEDDINGTON, LINDA	\$ 29.26	\$ -	\$ 29.26
50	32376	BELMAIN, AMBER	\$ 8.74	\$ -	\$ 8.74
50	33347	BERUBE, GEORGE	\$ 530.70	\$ -	\$ 530.70
50	18675	BIRCH HILL TERRACE	\$ 8.54	\$ -	\$ 8.54
50	32530	BLACK WATER FIRE PROTEC	\$ 126.25	\$ -	\$ 126.25
50	33712	BOURGEOIS, RICHARD	\$ 1.45	\$ -	\$ 1.45
50	33428	BOWES, DOUGLAS	\$ 7.44	\$ -	\$ 7.44
50	32123	BRACCIO, ZENANDRE S.	\$ 193.84	\$ -	\$ 193.84
50	32585	BROWN, JEREMY	\$ 12.54	\$ -	\$ 12.54
50	31636	BUZZELL, JAMES	\$ 86.14	\$ -	\$ 86.14
50	32642	CABALLERY CONSTRUCTION	\$ 53.81	\$ -	\$ 53.81
50	33702	CAMONA, JESUS	\$ 0.14	\$ -	\$ 0.14
50	33589	CATALDO, LEWIS	\$ 22.84	\$ -	\$ 22.84
50	33278	CERATO, JOSEPH	\$ 82.70	\$ -	\$ 82.70
50	32868	CHENEVERT, PATTI	\$ 80.00	\$ -	\$ 80.00
50	6360	CLATANOFF, THOMAS	\$ 0.47	\$ -	\$ 0.47
50	11616	CONSOLIDATED COMMUNICAT	\$ 6.00	\$ -	\$ 6.00
50	32757	CORCORAN, JEFFREY	\$ 27.75	\$ -	\$ 27.75
50	33375	COSTA, LISA	\$ 20.12	\$ -	\$ 20.12
50	31952	CUMMINGS, STEPHEN	\$ 73.16	\$ -	\$ 73.16
50	32758	CYR, SYNDEE	\$ 55.00	\$ -	\$ 55.00
50	33726	DEAN, JORDAN	\$ 67.69	\$ 4.60	\$ 63.09
50	33430	DELGRECO, JESSE	\$ 337.19	\$ -	\$ 337.19
50	33023	DELISLE, VIVIAN	\$ 55.00	\$ -	\$ 55.00
50	31953	DESJARLAIS, STEPHEN	\$ 51.22	\$ -	\$ 51.22
50	33807	DINSMOOR, BRANI	\$ 50.80	\$ 3.55	\$ 47.25
50	28287	DOUGLAS, THOMAS	\$ 18.60	\$ -	\$ 18.60
50	32536	DROUIN, JOHN	\$ 141.10	\$ -	\$ 141.10
50	7031	DUPONT, PIERRE	\$ 0.34	\$ -	\$ 0.34

City of Manchester NH - Receivables
Over 90 Days as of 8/29/2022

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
50	217	EASTER SEALS NH INC	\$ 139.89	\$ 138.25	\$ 1.64
50	31144	EAVES, JOSHUA	\$ 44.20	\$ -	\$ 44.20
50	3127	EVERSOURCE	\$ 1,836.72	\$ 1,803.00	\$ 33.72
50	33348	FABRIZIO, ANTHONY	\$ 68.40	\$ -	\$ 68.40
50	33750	FALCONERY, CRUZ	\$ 68.39	\$ 4.70	\$ 63.69
50	33216	FELT, WILLIAM	\$ 69.33	\$ -	\$ 69.33
50	33740	FODEN, JOSEPH	\$ 54.79	\$ 1.70	\$ 53.09
50	33021	FOURNIER, NOAH	\$ 136.78	\$ -	\$ 136.78
50	32675	FREEMAN, JOE	\$ 109.95	\$ -	\$ 109.95
50	33477	FREITAS, ANTONIO	\$ 5.24	\$ -	\$ 5.24
50	33545	FROST, CHARITY	\$ 1.28	\$ -	\$ 1.28
50	32192	FURMAN, DAVID	\$ 82.29	\$ -	\$ 82.29
50	32348	GADSBY, DAVID	\$ 64.90	\$ -	\$ 64.90
50	33201	GARCIA, SERGIO	\$ 25.61	\$ -	\$ 25.61
50	31599	GAUDET, SCOTT J.	\$ 66.65	\$ -	\$ 66.65
50	33594	GAUTHIER, DIANA	\$ 65.72	\$ -	\$ 65.72
50	31031	GAW, ADAM K.	\$ 192.74	\$ -	\$ 192.74
50	33416	GEORGE, ELIZABETH	\$ 55.00	\$ -	\$ 55.00
50	18258	GIAKOUMAKIS, MARIA LAMB	\$ 4.62	\$ -	\$ 4.62
50	31954	GINGRAS, ROBERTA	\$ 194.50	\$ -	\$ 194.50
50	33376	GOLDEN, CHRISTOPHER	\$ 80.48	\$ -	\$ 80.48
50	33283	GRAMOLINI, JEANELLE	\$ 42.65	\$ -	\$ 42.65
50	3148	HANOVER HILL SIDING	\$ 0.39	\$ -	\$ 0.39
50	31053	HENDRICKS, JAMES	\$ 16.84	\$ -	\$ 16.84
50	33480	HERNANDEZ, JOSE SANTIAG	\$ 12.25	\$ -	\$ 12.25
50	31533	HILARY, HENRY	\$ 23.42	\$ -	\$ 23.42
50	33882	HILBERT, BION	\$ 59.11	\$ 3.36	\$ 55.75
50	32370	HINSE, BRYAN	\$ 219.90	\$ -	\$ 219.90
50	33145	HOOKER, KEN	\$ 113.15	\$ -	\$ 113.15
50	11438	HOOKSETT PAVING CO	\$ 1,669.79	\$ 1,657.54	\$ 12.25
50	33494	HOWARD, KEVIN	\$ 15.25	\$ -	\$ 15.25
50	33110	INOA, ALEX	\$ 5.32	\$ -	\$ 5.32
50	33332	JACOB, TRACY	\$ 5.57	\$ -	\$ 5.57
50	32516	JACOME, AUGUSTUS	\$ 75.15	\$ -	\$ 75.15
50	32983	JENSEN, AMY	\$ 42.24	\$ -	\$ 42.24
50	33200	JOHNSON, CORDERO	\$ 70.81	\$ -	\$ 70.81
50	32676	KARGBO, ALHAJI	\$ 64.90	\$ -	\$ 64.90
50	33482	KASEY, LAWRENCE	\$ 76.80	\$ -	\$ 76.80
50	33427	KELLEY, PATRICK	\$ 1.13	\$ -	\$ 1.13
50	33591	KIMBALL, DANA	\$ 87.04	\$ -	\$ 87.04
50	33755	KNEE, MICHAEL	\$ 5.48	\$ 0.40	\$ 5.08
50	33302	KRUGER, MARK	\$ 1.07	\$ -	\$ 1.07
50	33815	LABRIE, NICHOLAS	\$ 52.70	\$ 3.70	\$ 49.00
50	33756	LACASSE, JOSEPH	\$ 5.48	\$ 0.40	\$ 5.08
50	33721	LAForge, PHILIP	\$ 9.66	\$ 0.65	\$ 9.01
50	33131	LAINCY, JEAN	\$ 23.29	\$ 5.00	\$ 18.29
50	32505	LANDRY, BRANDON	\$ 26.72	\$ -	\$ 26.72
50	33809	LAVALLEE, ROBERT	\$ 135.45	\$ 9.45	\$ 126.00
50	32724	LEDGEVIEW COMMERCIAL PA	\$ 20.77	\$ -	\$ 20.77
50	31052	LEMONS, KEVIN	\$ 71.10	\$ -	\$ 71.10
50	17579	LODI TRUST	\$ 56.83	\$ -	\$ 56.83
50	32483	LOGIACCCO, FRANCESCO	\$ 13.33	\$ -	\$ 13.33
50	33327	LUCE, VICTOR	\$ 174.70	\$ -	\$ 174.70
50	32283	MACDONALD, STANLEY	\$ 375.32	\$ 18.65	\$ 356.67
50	2545	MANCHESTER FACILITIES D	\$ 254.00	\$ -	\$ 254.00
50	2557	MANCHESTER WATER WORKS	\$ 17,296.09	\$ 14,186.26	\$ 3,109.83
50	32522	MAROTTO, DAVID	\$ 124.35	\$ -	\$ 124.35
50	32778	MARSH, KELLY	\$ 30.00	\$ -	\$ 30.00
50	33758	MARTINEAU, WAYNE	\$ 49.33	\$ 3.40	\$ 45.93
50	32385	MARTINEZ, CHRISTINE	\$ 85.01	\$ -	\$ 85.01
50	33610	MCKINNON, JEFFREY	\$ 79.00	\$ -	\$ 79.00
50	33406	MCLANE, LAWRENCE	\$ 0.52	\$ -	\$ 0.52
50	8659	MCLAURIN ENTERPRISE	\$ 48.98	\$ -	\$ 48.98
50	33483	METCALF, MICHAEL	\$ 38.40	\$ -	\$ 38.40
50	33377	METHE, WADE	\$ 12.29	\$ -	\$ 12.29
50	16490	METROPOLIS PROPERTY MAN	\$ 1.02	\$ -	\$ 1.02
50	33722	MIELE, KAYLA	\$ 13.01	\$ 0.90	\$ 12.11
50	21692	MILL CITY ENERGY MICHAEL	\$ 3.13	\$ -	\$ 3.13

City of Manchester NH - Receivables
Over 90 Days as of 8/29/2022

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
50	31641	MILTNER, ERIC	\$ 27.40	\$ -	\$ 27.40
50	33476	MONDO, BAH	\$ 208.22	\$ -	\$ 208.22
50	33379	PICARD, SCOTT	\$ 78.11	\$ -	\$ 78.11
50	30231	PRO LINE COMPANIES, LLC	\$ 2.60	\$ -	\$ 2.60
50	31767	PRUSUTAM, NEPAL	\$ 119.26	\$ -	\$ 119.26
50	33339	QUINN, RYAN	\$ 70.81	\$ -	\$ 70.81
50	33810	RAMADHANI, KIKI	\$ 182.50	\$ 12.75	\$ 169.75
50	30809	RAYMOND, JAMES	\$ 61.88	\$ -	\$ 61.88
50	33143	REAGAN, RYAN	\$ 42.65	\$ -	\$ 42.65
50	8881	RED OAK PROPERTY MANAGE	\$ 197.57	\$ 194.25	\$ 3.32
50	32744	RENT A CENTER	\$ 1.08	\$ -	\$ 1.08
50	33125	RIVERA, JOSHUA	\$ 48.54	\$ -	\$ 48.54
50	32269	ROBICHAUD, DENNIS	\$ 115.46	\$ -	\$ 115.46
50	31187	ROBINSON, JOSHUA	\$ 151.79	\$ -	\$ 151.79
50	33146	ROSSMAN, ALEXEXIS	\$ 5.32	\$ -	\$ 5.32
50	25009	ROTO-ROOTER OF NH	\$ 644.50	\$ 642.98	\$ 1.52
50	33598	ROUSSEAU, DUSTIN	\$ 1.10	\$ -	\$ 1.10
50	32908	RUIZ, JORGE	\$ 180.00	\$ -	\$ 180.00
50	33383	RUSSELL HARDING PROPERT	\$ 290.55	\$ -	\$ 290.55
50	32911	SALAMANCA, JESUS	\$ 166.25	\$ -	\$ 166.25
50	33553	SCHAAF, BARRY	\$ 10.82	\$ -	\$ 10.82
50	32478	SCI EXCAVATING LLC.	\$ 163.35	\$ -	\$ 163.35
50	32909	SHABAKA, SHERIF	\$ 77.00	\$ -	\$ 77.00
50	32741	SILVENT, JOHN	\$ 70.85	\$ -	\$ 70.85
50	33207	SILVER ENVIRONMENTAL	\$ 93.27	\$ 85.50	\$ 7.77
50	33331	SOLER, LUIS	\$ 5.32	\$ -	\$ 5.32
50	8277	ST CYR, JOSEPH	\$ 116.04	\$ 111.04	\$ 5.00
50	33217	STANELY, SEAN	\$ 43.78	\$ -	\$ 43.78
50	4091	STATE OF NEW HAMPSHIRE	\$ 63,891.93	\$ 26,779.31	\$ 37,112.62
50	5502	STEWART PROPERTY MANAGE	\$ 20.91	\$ -	\$ 20.91
50	32746	TIERNEY, DOUGLAS	\$ 35.27	\$ -	\$ 35.27
50	31855	TOSADO-NIEVES, PABLO	\$ 107.25	\$ -	\$ 107.25
50	33764	TRUDEAU, PAUL	\$ 28.59	\$ 1.95	\$ 26.64
50	32480	TURSKI, TODD	\$ 108.15	\$ -	\$ 108.15
50	33725	VIGO, ALEJANDRO	\$ 1.13	\$ -	\$ 1.13
50	31030	YOUNG, DAVID	\$ 34.18	\$ -	\$ 34.18
50	33885	YOUNG, JOHN	\$ 64.68	\$ 3.68	\$ 61.00
50	32947	ZENANDRE, BRACCIO	\$ 180.36	\$ -	\$ 180.36
50	32407	ZLOTRG, ALDIN	\$ 197.75	\$ -	\$ 197.75
50	33763	ZONA, NICHOLAS	\$ 51.26	\$ 3.55	\$ 47.71
50	33307	ZUKANOVIC, ALAN	\$ 179.83	\$ 12.20	\$ 167.63
50 & 51 - HIGHWAY TOTALS			\$ 96,169.25	\$ 45,692.72	\$ 50,476.53
52	33277	AGUIAR, WELLINGTON	\$ 120.00	\$ -	\$ 120.00
52	26464	ANDERSON, MELISSA	\$ 120.90	\$ -	\$ 120.90
52	31834	ANDREW, CLAUS J.	\$ 255.00	\$ -	\$ 255.00
52	33264	BANFIELD, SAMANTAH	\$ 120.00	\$ -	\$ 120.00
52	32931	BARROWS, BECKY	\$ 222.49	\$ -	\$ 222.49
52	33606	BEDARD, TERA	\$ 340.00	\$ 85.00	\$ 255.00
52	33151	BROWN, ERIC	\$ 165.00	\$ -	\$ 165.00
52	31542	BYRNE, KAREN	\$ 113.32	\$ -	\$ 113.32
52	33638	CAHALANE, KATHLEEN	\$ 119.13	\$ 8.30	\$ 110.83
52	25382	CALIFARNO, SHARON	\$ 110.00	\$ -	\$ 110.00
52	33618	CASTAGNINO, ALICIA	\$ 234.94	\$ 69.11	\$ 165.83
52	12388	COZZENS, MARY	\$ 120.00	\$ -	\$ 120.00
52	29721	CRUZ, ZAMAIRA	\$ 55.00	\$ -	\$ 55.00
52	31099	CURTIS, RICKY	\$ 145.00	\$ -	\$ 145.00
52	33620	DAVIS, JAY	\$ 256.20	\$ 75.30	\$ 180.90
52	31157	DEKORNE, CATHERINE	\$ 120.00	\$ -	\$ 120.00
52	30960	DIETER, DAVID	\$ 121.80	\$ -	\$ 121.80
52	33303	DION, MICHELLE	\$ 340.00	\$ -	\$ 340.00
52	33509	FALSTEIN, MACK	\$ 255.00	\$ 85.00	\$ 170.00
52	32969	FARGO, MICHAEL	\$ 225.81	\$ -	\$ 225.81
52	32248	GALGANO, MICHAEL	\$ 165.00	\$ -	\$ 165.00
52	33462	GHANAYEM, ABDUL	\$ 255.00	\$ -	\$ 255.00
52	33498	GODIN, JANELLE	\$ 67.20	\$ 4.50	\$ 62.70
52	33771	GONZALES, ELIJAH	\$ 255.00	\$ 170.00	\$ 85.00
52	20842	GRICE, THOMAS	\$ 113.32	\$ -	\$ 113.32
52	33234	HARRINGTON, IRENE	\$ 85.00	\$ -	\$ 85.00

City of Manchester NH - Receivables
Over 90 Days as of 8/29/2022

TYPE	CUST ID	NAME	TOTAL	CURRENT - 90 DAYS DUE	OVER 90 DAYS DUE
52	33317	HART, JEREMY	\$ 255.00	\$ -	\$ 255.00
52	31900	JOHNSON, ERIN N.	\$ 255.00	\$ -	\$ 255.00
52	31169	JOHNSON, JASON	\$ 170.00	\$ -	\$ 170.00
52	6384	JOHNSON, KAREN	\$ 85.00	\$ -	\$ 85.00
52	32618	KARPEL, PAUL	\$ 85.00	\$ -	\$ 85.00
52	33373	LANNAN, DANIEL	\$ 69.90	\$ 4.50	\$ 65.40
52	33443	LEGAULT, NICKOLIS	\$ 340.00	\$ -	\$ 340.00
52	32249	LLAMA, FRANK III	\$ 111.66	\$ -	\$ 111.66
52	33172	Lligvichuzhan, JOHN	\$ 85.00	\$ -	\$ 85.00
52	29557	LORENA'S CANTINA	\$ 113.30	\$ -	\$ 113.30
52	32787	MACLAUGHLIN, VICTORIA	\$ 60.00	\$ -	\$ 60.00
52	32761	MADHUMITHA, GOKA	\$ 85.00	\$ -	\$ 85.00
52	31989	MARTIN, MIRANDA	\$ 255.00	\$ -	\$ 255.00
52	33141	MARTINAGE, PAUL	\$ 0.10	\$ 0.05	\$ 0.05
52	32287	MCCARTHY, JAMES	\$ 85.00	\$ -	\$ 85.00
52	30420	MCKINNEY, MONICA	\$ 60.00	\$ -	\$ 60.00
52	32764	MILLER, LEE	\$ 60.00	\$ -	\$ 60.00
52	33305	MWANGI, VICTOR	\$ 175.00	\$ -	\$ 175.00
52	31723	NAZARALI, MILA	\$ 62.70	\$ -	\$ 62.70
52	33525	NEMECEK, ANDREA	\$ 85.00	\$ -	\$ 85.00
52	31297	OGLEBAY, MISSY	\$ 60.00	\$ -	\$ 60.00
52	18443	OTIS, MARK	\$ 55.00	\$ -	\$ 55.00
52	32291	PALAZZO, ELIZABETH	\$ 220.00	\$ -	\$ 220.00
52	32045	PALAZZOLA, JESSICA	\$ 85.00	\$ -	\$ 85.00
52	32616	PAOLINI, LISA	\$ 340.00	\$ -	\$ 340.00
52	32183	PEREIRA, JUSTIN	\$ 180.00	\$ -	\$ 180.00
52	31427	PROVENCER, EMILY	\$ 170.00	\$ -	\$ 170.00
52	31830	RATCHFORD, ASHLEY	\$ 85.00	\$ -	\$ 85.00
52	31786	RITCHE, JENNI	\$ 180.00	\$ -	\$ 180.00
52	33153	SCHUNEMANN, EDMUND	\$ 10.96	\$ 0.16	\$ 10.80
52	33411	SCHUYLER, BRADLEY	\$ 3.60	\$ -	\$ 3.60
52	30959	SOUCY, JOEL	\$ 425.00	\$ -	\$ 425.00
52	33259	STACKPOLE, ANTHONY	\$ 203.12	\$ 11.52	\$ 191.60
52	11528	STRANGE, KAT	\$ 190.80	\$ -	\$ 190.80
52	33745	TOWER, THOMAS	\$ 255.00	\$ 170.00	\$ 85.00
52	32341	TROIANI, GAYLE	\$ 60.90	\$ -	\$ 60.90
52	31933	TSERONIS, ALEXANDRA	\$ 255.00	\$ -	\$ 255.00
52	25595	TSERONIS, ERIN	\$ 255.00	\$ -	\$ 255.00
52	25603	WHALEN, LAURA	\$ 85.00	\$ -	\$ 85.00
52 - PARKING TOTALS			\$ 10,117.15	\$ 683.44	\$ 9,433.71
65	946	MANCHESTER SCHOOL ATHLE	\$ 63,324.96	\$ 51,050.75	\$ 12,274.21
65	32405	MIKE RYANS GOLF & LEARN	\$ 498.42	\$ 491.05	\$ 7.37
65 - PARKS & RECREATION TOTALS			\$ 63,823.38	\$ 51,541.80	\$ 12,281.58
GRAND TOTALS			\$ 5,223,636.97	\$ 4,125,196.39	\$ 1,098,440.58

Submission for Solicitors Review

Account in Collections

**City of Manchester - Accounts Receivable
Submissions for Solicitor's Review**

Sent to Solicitor	Dept	Customer Name	Invoice Dates	Original Amount	Remaining Balance	Finance Charges	Total Outstanding	Explanation / Determination
3/29/2018	CE	Ahmedamin, Sandra	7/17/2017	\$ 1,150.00	\$ 1,150.00	\$ 86.25	\$ 1,236.25	Paying court approved \$50/month payment until full debt satisfied. 3/9/20 \$200 Overdue payment received.
4/27/2018	CE	Panourgias, Maria	5/12/2017	\$ 1,580.00	\$ 1,580.00	\$ 165.90	\$ 1,745.90	Paying court approved \$50/month payment until full debt satisfied.
8/6/2021	Fire	Four on Elm LLC	1/13/2021	\$ 1,080.00	\$ 1,080.00	\$ -	\$ 1,080.00	Paid 8/9/2022
9/28/2021	Airport	Legacy Airways Cargo	various	\$ 46,961.61	\$ 46,961.61	\$ -	\$ 46,961.61	Making periodic payments
12/7/2021	MPD	Whiskey's 20	various	\$ 1,290.00	\$ 1,290.00	\$ -	\$ 1,290.00	MPD resending invoices to address provided by Solicitors

All accounts determined to be uncollectable by collections >\$1,000 sent to City Solicitor

Payment Received

BAKER DONELSON
BEARMAN, CALDWELL & BERKOWITZ, PC

1501 MAIN STREET
SUITE 310
COLUMBIA, SC 29201

PHONE: 803.251.8800
FAX: 803.753.0011

www.bakerdonelson.com

CARA GOODMAN COCHRAN, OF COUNSEL
Direct Dial: 803.251.8813
E-Mail Address: ccochran@bakerdonelson.com

July 29, 2022

VIA ELECTRONIC MAIL

City of Manchester
Committee on Accounts, Enrollment and
Revenue Administration
One City Hall Plaza
Manchester, NH 03101

Re: SITE LEASE AGREEMENT BETWEEN THE CITY OF MANCHESTER AND
DISH WIRELESS L.L.C.
DISH Site Number: BOBOS01096A
Site Address: 0 Hackett Hill Rd, Manchester, Hillsborough Co, NH

To Whom It May Concern:

Enclosed for your consideration are the Site Lease Agreement ("SLA") and the Memorandum of Site Lease Agreement ("MOL") for the site referenced above. If approved, please executed three (3) originals each of both the SLA and the MOL, and send them to Michael Schmidt, QualTek Wireless, 200 N. Warner Road, Suite 215, King of Prussia, PA 19406.

If you have any questions or comments, or if you need additional information, please do not hesitate to contact me.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC



Cara G. Cochran, Of Counsel

Enclosures

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
P.O. Box 6655
Englewood, Colorado 80155
Re: BOBOS01096A

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement made this _____ day of _____, 20__, by and between The City of Manchester, a municipality in New Hampshire ("**Landlord**"), having a place of business at One City Hall Plaza, Manchester, NH 03101 and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, is the owner of a certain portion of real property located at 0 Hackett Hill Road, Manchester, Hillsborough County, New Hampshire being more particularly described in **Exhibit A** attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit B**, attached hereto and made a part herein (the "**Premises**"), that includes certain right-of-way grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in Exhibit B), which easements are in effect, or may be

acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an initial term of five (5) years commencing on first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and includes four (4) successive five (5) year term renewals at Tenants option. If all options to renew are exercised, the Agreement will have a total term of twenty five (25) years from the Commencement Date.
5. During the initial term and all renewal terms of the Agreement, Tenant shall have a right of first refusal in the event the Landlord wishes to sell or transfer its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under this Agreement.
6. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
7. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum of Site Lease Agreement is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year first written above.

LANDLORD:

THE CITY OF MANCHESTER

By: _____

Name: _____

Title: _____

TENANT:

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person) of **THE CITY OF MANCHESTER** to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **THE CITY OF MANCHESTER**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public
My Commission Expires: _____
Commission No: _____

TENANT'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of **DISH Wireless L.L.C.** to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public
My Commission Expires: _____
Commission No: _____

EXHIBIT A

Legal Description of the Property

A certain tract of parcel of land, with the buildings and improvements thereon, if any, situated in the City of Manchester, Hillsborough County, State of New Hampshire, said premises being further described as Lot 1 on a plan of land entitled "Northwest Business Park, Manchester, New Hampshire, Installation of New & Upgrades to Existing Roadways & Utilities," drawn by Oest Associates, Inc. dated June 2009, scale 1 inch = 200 feet, said plan being recorded in the Hillsborough County Registry of Deeds as Plan No. 36507.

EXHIBIT B

The Premises

"TENANT" IS REFERRED TO THROUGHOUT THIS EXHIBIT AS *"DISH WIRELESS, LLC"*



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Page 10 of 27

SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between The City of Manchester, a municipality in New Hampshire, having a place of business at One City Hall Plaza, Manchester, NH 03101 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 0 Hackett Hill Road, Manchester, Hillsborough County, New Hampshire, as shown on the Tax Map of the City of Manchester as Map 766, Lot 15 and being further described in Deed Book 9142 at Page 0938 as recorded in the Hillsborough County Registry of Deeds. The Parties acknowledge that the Property is already subject to other lawful agreements entered into between the Landlord and other existing tenants on the Structure. Landlord leases to Tenant approximately 150 (10’ x 15’) square feet of space for the use and operation of its facilities as such are initially described in the Lease Exhibit attached hereto and incorporated herein as Exhibit B, which shall be referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the non-exclusive right to use any available electrical systems and/or fiber owned by the Landlord and installed at the Property to support Tenant’s Installation; and (b) non-exclusive easement(s) from the nearest public right-of-way, Hackett Hill Road, to the Premises, over, under, and across the Property for

utilities, fiber and maintenance, and access to the Premises but only to the extent that such easement or use of such easement does not interfere with any other existing tenants' rights regarding use of the Property in accordance with such tenants' respective agreements with Landlord. Landlord agrees that providers of utility or fiber services hired by the Tenant may use said easement(s) and/or available conduit(s) owned by the Landlord for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources owned by the Landlord and located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider contracted by the Tenant the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s) and any such installation shall not interfere with any other tenant's rights or use of the Property or compromise the structural integrity of the Structure.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in its sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date. Landlord may, in Landlord's discretion, elect not to renew the Agreement after the end of the third Renewal Term and at the end of any subsequent Renewal Term thereafter by giving Tenant written Notice at least twelve (12) months prior to the proposed date of termination.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of Two Thousand Seven Hundred Fifty 00/100 Dollars (\$2,750.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by two percent (2%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority, including but not limited to Landlord, in accordance with all Applicable Laws (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals to the extent allowable under Applicable Law; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals to the extent allowable under Applicable Law; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals, unless so required under Applicable Law. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any reason; or (ii) Tenant determines in good faith that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the

Commencement Date, and through no fault or negligence of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**") provided that such use, installation, operation, maintenance, or management does not interfere with the rights of pre-existing tenants to use and enjoy the Property in accordance with such tenants' respective agreements with Landlord.- Tenant's Permitted Use shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**") provide that said use does not interfere with the rights of pre-existing tenants to use and enjoy the Property in accordance with such tenants' respective agreements with Landlord and does not render the Structure located on the Property structurally unsound. Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises. In coordination with Section 12.6, the grant of unrestricted access shall not be considered infringed upon where access to the Property is blocked, delayed, or prevented due to weather, natural disaster, act of God, criminal activity, firefighting activity, ongoing Emergency, or any lawful, temporary action by existing tenants in accordance with their respective agreements with the Landlord, such as construction, maintenance or removal, provided Tenant shall receive reasonable notice (telephone or email is sufficient) of any planned or scheduled disruption to Tenant's access.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement, except to the extent such modification results in interference in violation of Section 5.1 or should such modification render the Landlord's Structure structurally unsound. For any modification or addition that is not a Permitted Modification, Tenant shall seek and must obtain Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification, which such approval shall not be unreasonably withheld, conditioned or delayed. The Landlord shall be able to reasonably request such supporting documentation, data, and information to properly evaluate any modification or addition proposed by Tenant which is not a Permitted Modification. Landlord shall have ten (10) business days within which to review and approve such plans and specifications. Any requests not approved within such ten (10) business days' time period shall be "deemed approved", and Tenant shall have the right to proceed as though Landlord had expressly approved of it.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense provided such use or modification does not infringe on any pre-existing tenant's rights under their respective agreements with

Landlord. Tenant may have its own utility meter installed in a mutually agreed upon location, and responsible for paying any utility bill associated therewith. If separate metering is not commercially reasonable, then Tenant may install a utility sub meter on Landlord's main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

4.2 Liens. Tenant will use any and all commercially reasonable efforts to prevent any lien from attaching to the any portion of the Premises leased to the Tenant under this Agreement that is sought or imposed as a result of the Tenant's use, maintenance, or occupation of the Premises as contemplated under this Agreement or as a part of the Tenant's negligence or failure to act as obligated by Applicable Law. Tenant shall provide reasonable notice to the Landlord of any action involving the Tenant, wherein a lien against any portion of the Premises used, maintained, or occupied by the Tenant is filed. Reasonable notice must be such that it permits the Landlord to reasonably investigate and respond without waiving any deadline.

4.3 Taxes. Pursuant to N.H. R.S.A. 72:23, the Tenant acknowledges that it is responsible for all timely payment of all properly assessed real and personal property taxes assessed against the Tenant due to its use or occupation of on the Premises, which is property owned by a municipality in the State of New Hampshire. Furthermore, the Tenant shall be responsible for the payment of any real or personal taxes properly assessed against it for Tenant's Equipment on the Premises. The Parties agree, acknowledge, and understand that pursuant to N.H. R.S.A. 72:23, that should the Tenant fails to pay the duly assessed personal property and real estate taxes on the due date, the tax collector for the taxing district shall notify the Landlord that the same remains unpaid. Upon Landlord's receipt of said notification from the tax collector, the Landlord shall notify Tenant of its non-payment in accordance with Section 8 of this Agreement. If non-payment persist past any applicable notice and cure periods, then Landlord without incurring any penalty or obligation, terminate said this Agreement in accordance with Section 8.2 by providing notice to the Tenant. Upon termination and in addition to all other remedies provided herein and under the law, the Landlord shall pay to the tax collector from amounts received from said this Agreement such sums as are necessary to satisfy the tax due.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that the use of Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise measurably interfere (as defined herein) with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) except in cases of relocation ordered under provision 5.1 if Interference is caused solely by Tenant, Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice, except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency, Tenant shall not be required

to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. The Landlord has no obligation to provide any additional security measures that those currently in place and as revealed by the Tenant's inspection of the Premises, previously afforded to the Tenant. The Landlord has offered the Tenant the ability to inspect the Premises prior to the Effective Date of this Agreement and the Tenant accepts the Structures in an "as-is" condition.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises or adversely or materially interfere with any existing tenant's use and enjoyment of the Premises in accordance with such tenant's respective agreement with Landlord. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Use of the Premises to generate, relay, broadcast, or re-broadcast any signal used by the Tenant for purpose of providing its consumer services shall immediately cease upon expiration or termination of this Agreement, unless if upon expiration of the Term the Parties are negotiating a new lease or a lease extension.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the other terms and provisions of this Agreement not otherwise rendered inapplicable given the provisions above shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. In addition to the other grounds for termination provided herein, Tenant shall have the right to terminate this Agreement upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or materially adversely affects Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary based upon circumstances or information not known or reasonably discovered by the Tenant as of the Effective Date; (iii) Landlord or a third party installs any structure, equipment, or other item which materially blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use. The Parties may terminate this Agreement at any time by mutual agreement in writing.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. The Parties agree and understand that the Landlord is a self-insured municipality. The Landlord shall have no obligation to obtain any additional insurance in this matter.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured. Tenant shall provide a certificate of insurance prior to the Commencement Date and at any time within ten (10) business days upon demand of the Landlord during the Term of this Agreement. During the Term of this Agreement, including and Hold Over term or extension, the Tenant shall not permit any of the requisite policies to lapse.

10.3 Insurance Requirements. All policies required by this Section 10.2 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR

DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions, other than the existing wireless communications leases provided to Tenant by Landlord, that prevent the use of the Premises for Tenant's Permitted Use; (d) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (e) Tenant's use and quiet enjoyment of the Premises as contemplated and described herein shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("**ROFR**") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord’s interest, recognize the validity of this Agreement and Tenant’s right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant’s request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a “**Taking**”), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant’s liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys’ fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant’s leasehold interest; (ii) the value of Tenant’s Equipment or other personal property of Tenant; (iii) Tenant’s relocation expenses; and (iv) damages to Tenant’s business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant’s sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty (“**Force Majeure**”). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors

and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by first-class certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid) addressed to such party at the address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

City of Manchester
Attn: Director of Manchester
Economic Development Office
1 City Hall Plaza
Manchester, NH 03101

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Drive
Littleton, Colorado 80120

With copy to:

City Clerk
1 City Hall Plaza
Manchester, NH 03101

12.12 Entire Agreement. This Agreement along with all addendum and exhibits attached hereto sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of

this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

THE CITY OF MANCHESTER

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A certain tract of parcel of land, with the buildings and improvements thereon, if any, situated in the City of Manchester, Hillsborough County, State of New Hampshire, said premises being further described as Lot 1 on a plan of land entitled "Northwest Business Park, Manchester, New Hampshire, Installation of New & Upgrades to Existing Roadways & Utilities," drawn by Oest Associates, Inc. dated June 2009, scale 1 inch = 200 feet, said plan being recorded in the Hillsborough County Registry of Deeds as Plan No. 36507.

EXHIBIT B

SITE PLAN

"TENANT" IS REFERRED TO THROUGHOUT THIS EXHIBIT AS "DISH WIRELESS, LLC"



VRG
VERTICAL RESOURCES GRP.
23 Midstate Dr., #210
Auburn, MA 01501
Tel. (508) 981-9590
Fax (508) 519-8939
mnbre@verticalresourcesgrp.com

QUALTEK
WIRELESS

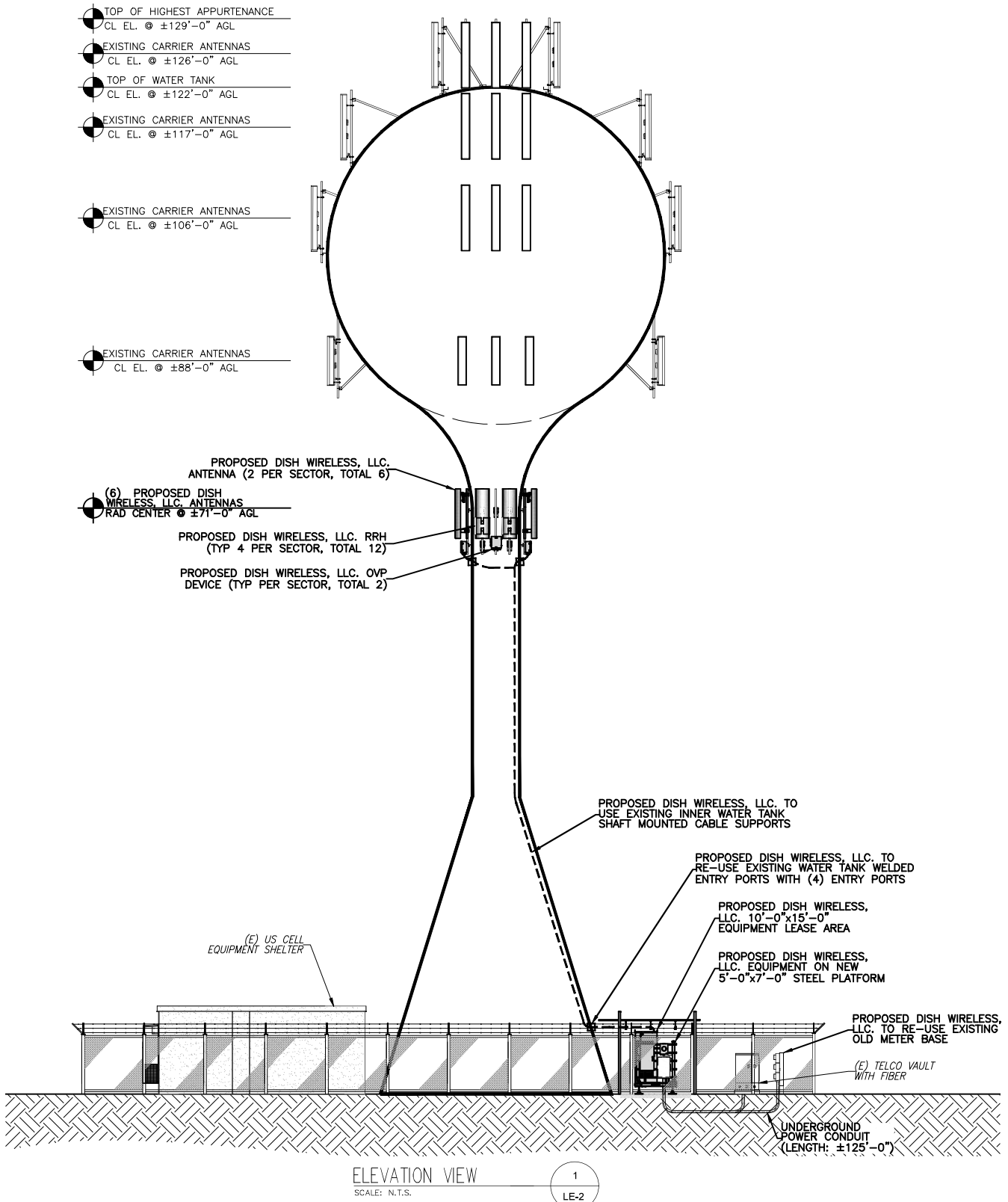
QUALTEK WIRELESS INC
16 ESQUIRE ROAD
BILLERICA, MA 01821

dish
wireless.
701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

DW SITE #: BOBOS01096A
DW SITE NAME:
MANCHESTER-HACKETT HILL
 0 HACKETT HILL ROAD
 MANCHESTER, NH 03102
 HILLSBOROUGH COUNTY

[illegible]

EXHIBIT B (Page 2 of 2)



THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND
AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED
HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL
BUILDING DEPARTMENT AND ANY CHANGES OR MODIFICATIONS THEY MAY IMPOSE.

VRG
VERTICAL RESOURCES GRP.
23 Midstate Dr., #210
Auburn, MA 01501
Tel. (508) 981-9590
Fax (508) 519-8939
mnobre@verticalresourcesgrp.com

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MANCHESTER, NH 03102
HILLSBOROUGH COUNTY

NO.	DATE	REVISION	BY	CHK	APP'D
△	06/02/22	GENERAL REVISIONS			G.A.M.
△	11/01/21	FOR REVIEW			G.A.M.
SCALE:	N.T.S.				
PROJECT:	LTE				

LE-2

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty-Two

AN ORDINANCE

“Amending Chapter 33: Human Resources of the Code of Ordinances of the City of Manchester by adding Juneteenth as a holiday under §33.075 Holidays.”

Be it Ordained, by the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by inserting new language in **bold**. Portions of the following section that remains unchanged appear in regular type.

§ 33.075 HOLIDAYS.

(A) Compensation for absence on holidays. Any employees of the city, except temporary employees and part-time employees who work less than half the regular work schedule for their assigned classes, shall receive their regular compensation for the following legal holidays or parts thereof or any other day proclaimed as a holiday by the Board of Mayor and Aldermen, during which the public offices of the city are closed.

- (1) New Year’s Day
- (2) Washington’s Birthday
- (3) Civil Rights Day
- (4) Memorial Day
- (5) Juneteenth**
- (6) Fourth of July
- (7) Labor Day
- (8) Columbus Day
- (9) Biennial Election Day
- (10) Veteran’s Day
- (11) Thanksgiving Day
- (12) Christmas Day

II. This ordinance shall take effect upon passage.

City of Manchester New Hampshire

In the year Two Thousand and Twenty-Two

AN ORDINANCE

“Amending Section 70.40 Towing of the Code of Ordinances of the City of Manchester by increasing the fees associated with vehicles towed without the consent or authorization of the owner/operator of the vehicle.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Deletions to existing ordinance language are ~~struck through~~. New language appears in **bold**. Sections of the following chapter that remain unchanged appear in regular type.

§ 70.40 TOWING.

(A) (1) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a towing fee in excess of ~~\$110~~ **\$175**. ~~during regular business hours. The fee for a tow conducted at a time other than regular business hours shall be \$125. For purposes of this section, **REGULAR BUSINESS HOURS** shall mean, at a minimum, the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, as well as any other posted business hours. The company or person shall post the business hours of its storage lot and shall disclose such information upon request of the owner or operator of a motor vehicle.~~

(2) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a fee in excess of ~~\$30~~ **\$50** per day for storing the towed motor vehicle. There shall be no storage fee for the first 24 hours after a motor vehicle is towed.

(B) No company or person shall charge any fee other than a towing fee or storage fee, as provided for in § 70.40(A), for a motor vehicle which has been towed without the consent or authorization of the owner or operator; except a company or person may charge a service fee of up to ~~\$40~~ **\$50** to release a motor vehicle from a storage lot to its owner or operator at a time other than regular business hours. In the event a service fee is charged, the company or person shall have the owner or operator sign an acknowledgment upon the release of the motor vehicle. The acknowledgment shall specify the date and time the vehicle was released, the location of the storage lot, and the amount of the service fee charged. No "hoisting", "let-down", "standby" or "gate" fee shall be charged.

(C) Any company or person which has towed a motor vehicle without the consent of the owner or operator shall release to the owner or operator any and all property contained within or on such vehicle, but not attached to the vehicle, upon request by the owner or operator of the vehicle without requiring the payment of any fee therefore including the towing fee and the storage fee provided for in § 70.40(A).

(Ord. passed 11-19-96; Am. Ord. passed 4-6-99; Am. Ord. passed 9-4-02; Am. Ord. passed 10-4-05; Am. Ord. passed 7-2-13)

II. This ordinance shall take effect upon its passage.