

TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Day Management Corporation, an Oregon corporation, dba Day Wireless Systems, having a mailing address of P.O. Box 22169, Milwaukie, OR 97269, ("**Landlord**") and DISH Wireless L.L.C., a Colorado limited liability company, having a mailing address of 5701 South Santa Fe Drive, Littleton, CO 80120 ("**Tenant**").

Landlord and Tenant agree to the following:

1. **LEASE OF PREMISES.** Landlord controls certain real property located at 9100 SE 42nd Street in the City of Mercer Island, County of King, State of Washington, (collectively, the "**Property**") as further described on **Exhibit 1**. Through a Tower Site Marketing Agreement with Mercer Island School District (the "**Owner**") dated October 4, 2018, Landlord markets and executes tenant agreements for an existing tower (the "**Tower**") and adjacent or appurtenant ground space, as described and/or depicted on **Exhibit 1** attached hereto and made a part hereof. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. Landlord hereby leases to Tenant:

(a) that certain ground space approximately ninety six (96) square feet on the Property, as depicted on attached **Exhibit 1**, for the placement of Tenant's Communication Facility and sufficient clearance for access; and

(b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**"); and

(c) that certain space on a Tower, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment as listed in **Exhibit 1**, (collectively, the "**Antenna Space**"); and

(d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space, and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement, and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, cabinets, and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property (collectively, the "**Permitted Use**"). Any additions to the initial installation, as defined by **Exhibit 1** shall be considered an expansion of the Premises. Modification, update, or replacement of equipment installed as part of the initial installation that does not increase the cumulative dimensions or weight ("Like-Kind") thereof, shall not constitute an "expansion". Such expansion must be pre-approved by Landlord, with such approval not to be unreasonably withheld, conditioned, or delayed. Such expansion may be subject to additional rental fees at Landlord's reasonable discretion. Tenant reserves the right to update, replace or modify Tenant's Communications Facility beyond that specified in **Exhibit 1**, so long as such update,

replacement or modification does not result in an increased use of Landlord's Property including but not limited to the land, tower, or any other asset owned by Landlord. If any changes to Tenant's Communication Facility result in an increase in real property taxes, ground lease rental fees, or any other cost, the additional cost(s) directly attributable to Tenant's Communications Facility will be borne by Tenant. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its employees and contractors, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Tenant's Communication Facility. Tenant will be allowed to make such alterations to the Property to ensure that Tenant's Communication Facility complies with all applicable federal, state, or local laws, rules, or regulations.

Prior to the commencement of all work relating to the construction, installation, relocation, removal, and reconfiguration of Tenant's equipment on the Premises, including without limitation construction, construction management, installation, modification, update, or replacement ("**Work**") on the Property, Tenant shall submit to Landlord for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing the proposed Work. Tenant shall not commence any Work until Landlord issues to Tenant a notice to proceed ("**NTP**"). Landlord shall issue a NTP only upon receipt of complete and accurate documentation including evidence that any contingencies have been satisfied, all required government approvals obtained, a copy of plans and specifications submitted for review, satisfactory vendor competency and liability documentation provided including safety certifications, insurance, and a construction schedule.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the sooner of the first day of the month following the issue of the first NTP to Tenant or January 31, 2023, ("**Commencement Date**").

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions, except that the Rent shall be increased as set forth herein below, unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) The Initial Term and any Extension Terms are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the Commencement Date, Tenant will pay Landlord on or before the first (1st) day of each calendar month in advance one thousand seven hundred and No/100 Dollars (\$1,700.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Effective Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) business days after the Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. Tenant may be required to pay all special use fees charged now or in the future to Landlord for Tenant's use of the Property. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) If Tenant disputes any account balances, invoices, credits, or statements, tenant must provide written notice to Landlord within thirty (30) days of receipt of the invoices or statements that is being disputed. No action will be taken for disputed account balances, invoices, credits, or statements beyond thirty (30) days unless prior written notice has been received.

(e) In the event payment of Rent or other fees payable under this Agreement is not received in full when due, LESSEE agrees to pay a finance charge at the rate of one percent (1%) per month which is an annual rate of twelve percent (12%) on all unpaid Rent and any other fees payable under this Agreement over ten (10) days following notice from LESSOR that such amount is past due.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals at Tenant's cost. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company and to have the Property surveyed by a surveyor.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations, or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods; and

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; and

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses; and

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under the termination provisions contained in the following Sections of this Agreement: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 18 Condemnation and 19 Casualty.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Five Million

Dollars (\$5,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; and

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents, or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors.

8. INTERFERENCE. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures known to interfere with or restrict the operations of Tenant. Any such interference by either party shall be deemed a material breach of this Agreement and the interfering party shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Agreement. The parties shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) if not owned in fee by Landlord, that Landlord controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement;

(iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

11. ENVIRONMENTAL. Landlord and Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property by Landlord, its agents, contractors, or employees, excepting however those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

12. ACCESS. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents, and contractors shall have access to the Premises 24 hours per day, 7 days per week. Tenant acknowledges and accepts that the Property is a public school, and the safety of students and staff is of utmost importance. Therefore, access is provided by Owner through Owner's Maintenance and Operations division at 206-236-3335. Further, Owner grants to Tenant the right of ingress and egress to the Premises. Landlord is not responsible for access issues. Tenant shall be liable to promptly repair all damage caused by Tenant's access.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days after the expiration or earlier termination of this Agreement, Tenant will remove all of Tenant's improvements, including foundations and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Upon termination of the Agreement, Tenant will continue to pay rent at 110% of the then current rate until all improvements are removed from the Premises.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for acquiring and paying for all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. If Tenant is unable to install a separate meter, Tenant will notify Landlord in writing and shall pay Landlord a Utilities Fee in the amount of Three Hundred Dollars (\$300.00) per month without

invoice for its utility usage when usage commences. The payment for flat rate utility usage may be adjusted to reflect the actual cost of Tenant's use of the utilities more accurately upon thirty (30) days' notice and with documentation justifying the change provided by Landlord.

15. DEFAULT AND RIGHT TO CURE. 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 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 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; (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.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity that acquires all or substantially all Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities, and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent and subleasing is expressly prohibited.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notices will be addressed to the parties as follows:

If to Tenant: DISH Wireless L.L.C.
 Attn: Lease Administration / SESEA00387B
 5701 South Santa Fe Drive
 Littleton, CO 80120

If to Landlord: Day Management Corporation
 Tower Sites Division

By US Mail: 4700 SE International Way
 Milwaukie, OR 97222

By Courier: 4700 SE International Way
 Milwaukie, OR 97222

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this

Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds; however, Landlord's condemnation proceedings shall take precedence.

19. CASUALTY. If any part of the Premises or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord within thirty (30) days following the date of casualty, which termination will be effective as of the date of such casualty or other harm. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord may permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm.

20. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements, and other property of Landlord. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on and use of the Premises.

(b) If Landlord provides a notice of assessment to Tenant and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than three hundred sixty-five (365) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

21. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** The parties may execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 2**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state, and local laws, orders, rules, and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.


(k) **Attorneys' Fees.** If any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below


"LANDLORD"

Day Management Corporation, an Oregon corporation

By: 
Print Name: Gordon B Day
Its: President
Date: 10-18-22

"TENANT"

DISH Wireless L.L.C., a Colorado limited liability company

By: 
Print Name: Dave Mayo
Executive VP
DISH Wireless
Its: _____
Date: 9.28.22

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Arapahoe) ss:

The foregoing instrument was acknowledged before me this 28th day of September, 2022, by Dave Mayo, as the EVP of DISH Wireless L.L.C., a Colorado limited liability company, on behalf of the corporation



Notary Public

CHRISTIAN COLEMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174033360
MY COMMISSION EXPIRES FEBRUARY 2, 2026

Print Name: Christian Coleman

My Commission Expires: 02-02-2026

LANDLORD ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF CLACKAMAS

The foregoing instrument was acknowledged before me this 18th day of October, 2022, by Gordon D. Day, as the President of Day Management Corporation, an Oregon corporation, on behalf of the Corporation.



Notary Public

OFFICIAL STAMP
ABRAHAM MISAEL MARTINEZ MARTINEZ
NOTARY PUBLIC - OREGON
COMMISSION NO. 982575
MY COMMISSION EXPIRES JANUARY 8, 2023

Print Name: Abraham Misael Martinez Martinez

My Commission Expires: January 8, 2023

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

The Property is legally described as follows:

LOT 1 OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. SUB 15-014
RECORDED SEPTEMBER 11, 2015 UNDER RECORDING NO. 20150911900004, RECORDS OF
KING COUNTY, WASHINGTON.

EXHIBIT 1

DESCRIPTION OF PREMISES

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Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

Customer Information						
Customer Name	DISH Wireless L.L.C.	Primary Contact Name	Gin Vilante			
Customer Address	5701 South Sante Fe Boulevard	Primary Contact Phone	206-427-2775			
Customer Address		Primary Contact Email	gin.vilante@dish.com			
City	Littleton	Secondary Contact Name				
State	Colorado	Secondary Contact Phone				
Zip	80120	Secondary Contact Email				
Emergency Phone	866-624-6874	Consultant Contact Name	Sami Willis			
Emergency Email	leaseadmin@dish.com	Consultant Contact Phone	(407) 616-5980			
Billing Contact	Denise Fuller	Consultant Contact Email	swillis@nextedgenetworks.com			
Billing Phone	303-703-1352	Consulting Firm	Modus LLC			
Billing Email	leaseadmin@dish.com					
Site Information						
DWS Site Name	Mercer Island	Latitude (NAD 83)	47.5724			
ASR		Longitude (NAD 83)	-122.218374			
FCC ID		County	King			
Customer Site Name	SESEA00387B	State	WA			
Customer Site Number	SESEA00387B	Tower Height	150			
Tower Type	SST					
Installation Information						
Installation Type	New Build	Desired Installation Date				
Type of Service	Macro Cell/Carrier					
Project Summary		* Attach Construction Drawings				
Dish is proposing to install (3) Panel Antennas, (6) RRU's, (1) Surge Suppressor and (1) Hybrid line on existing SST at 135' RAD center. In addition, Dish is requesting an additional 8' x 12' ground space to host a 5' x 7' concrete pad for base station equipment.						
Radio Installation Contractor	Contractor	Maintenance Contractor	Self			
Tower Installation Contractor	Contractor	Antenna Mount Make & Model	Commscope MTC3975083			
Antenna / Feedline Information						
<i>Existing customers: Add all existing and proposed equipment</i>			<input type="checkbox"/> Not Applicable			
*Attach Cut Sheets						
	Antenna #1	Antenna #2	Antenna #3	Antenna #4	Antenna #5	Antenna #6
Existing/New/Remove	New					
Type of Antenna	Other					
Quantity	3					
Manufacturer	JMA					
Model *Attach Cut Sheets	MX08FRO665-21					
Desired Mounting Height	135'					
Length (feet)	6'					
Weight (lbs)	64.5					
Azimuth(s)	0/120/240					
Tower Leg	N/A					
Feedline Count	1					
Size of Feedline	Hybrid					
Tower Mount MFG	Commscope					
Tower Mount Part #	MTC3975083					

EXHIBIT 1
DESCRIPTION OF PREMISES

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Tower Mounted Equipment <input type="checkbox"/> Not Applicable						
	Unit #1	Unit #2	Unit #3	Unit #4	Unit #5	Unit #6
Existing/New/Remove	New	New	New			
Type of Unit	RRU	RRU	Surge Suppressor			
Quantity	3	3	1			
Manufacturer	Fujitsu	Fujitsu	Raycap			
Model *Attach Cut Sheets	TA08025-B605	TA08025-B604	RDIDC-9181-PF-48			
Mounting Height	135'	135'	135'			
Weight	74.95	63.93	22			
Feedline Qty	0	0	1			
Size Feedline			Hybrid			
GPS Location			TBD			

Exterior Space Information Not Applicable

Ground Space Required

Length	12'
Width	8'

Type of Outdoor Equipment

Outdoor Equipment Pad

Generator Space Required

Unit Length	
Unit Width	
Tank Length	
Tank Width	

Power Service Required, if available

120/240

Disclaimers

All installations and modifications must meet federal, state, and local requirements as well as Day Wireless installation standards.
 NEPA, SHPO, structural analysis, geotechnical investigation, building permit, land use application, special use permit, and/or easements may be required.
 Pre-payment is required when a structural analysis is needed.
 Installations must be performed by Day Wireless and/or certified and approved installation contractors via NTP.
 A \$500 application fee is required at colocation application submission.

EXHIBIT 1

DESCRIPTION OF PREMISES

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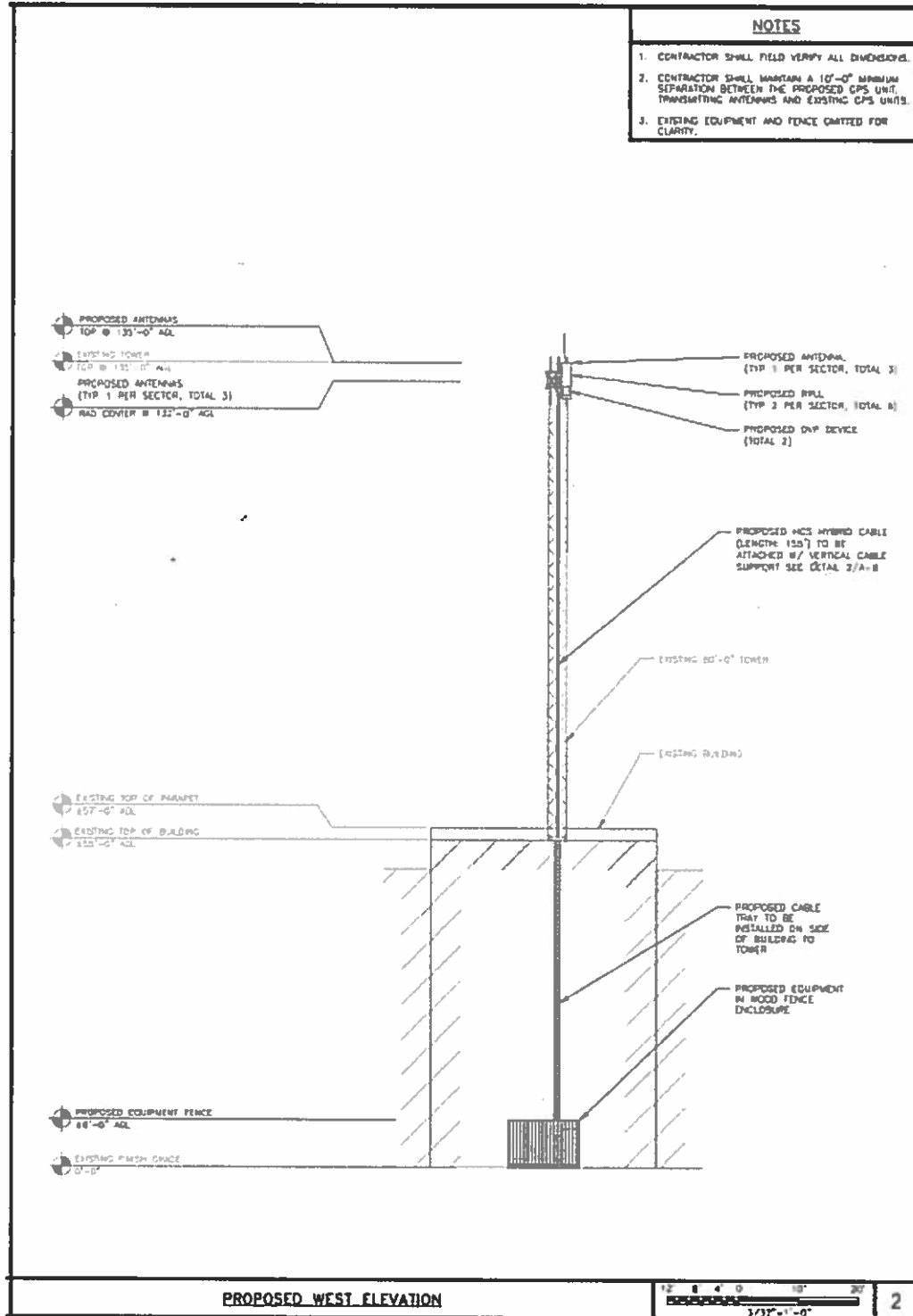


EXHIBIT 1

DESCRIPTION OF PREMISES

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