

## SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement" or "Lease") is made and effective as of the 26<sup>th</sup> day of June, 2023 (the "Effective Date"), by and between Globe Building Holdings, LLC, a Washington limited liability company ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company ("Tenant," and together with Landlord, the "Parties," each a "Party").

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant agree as follows:



### 2. Premises, Term, Rent and Contingencies.

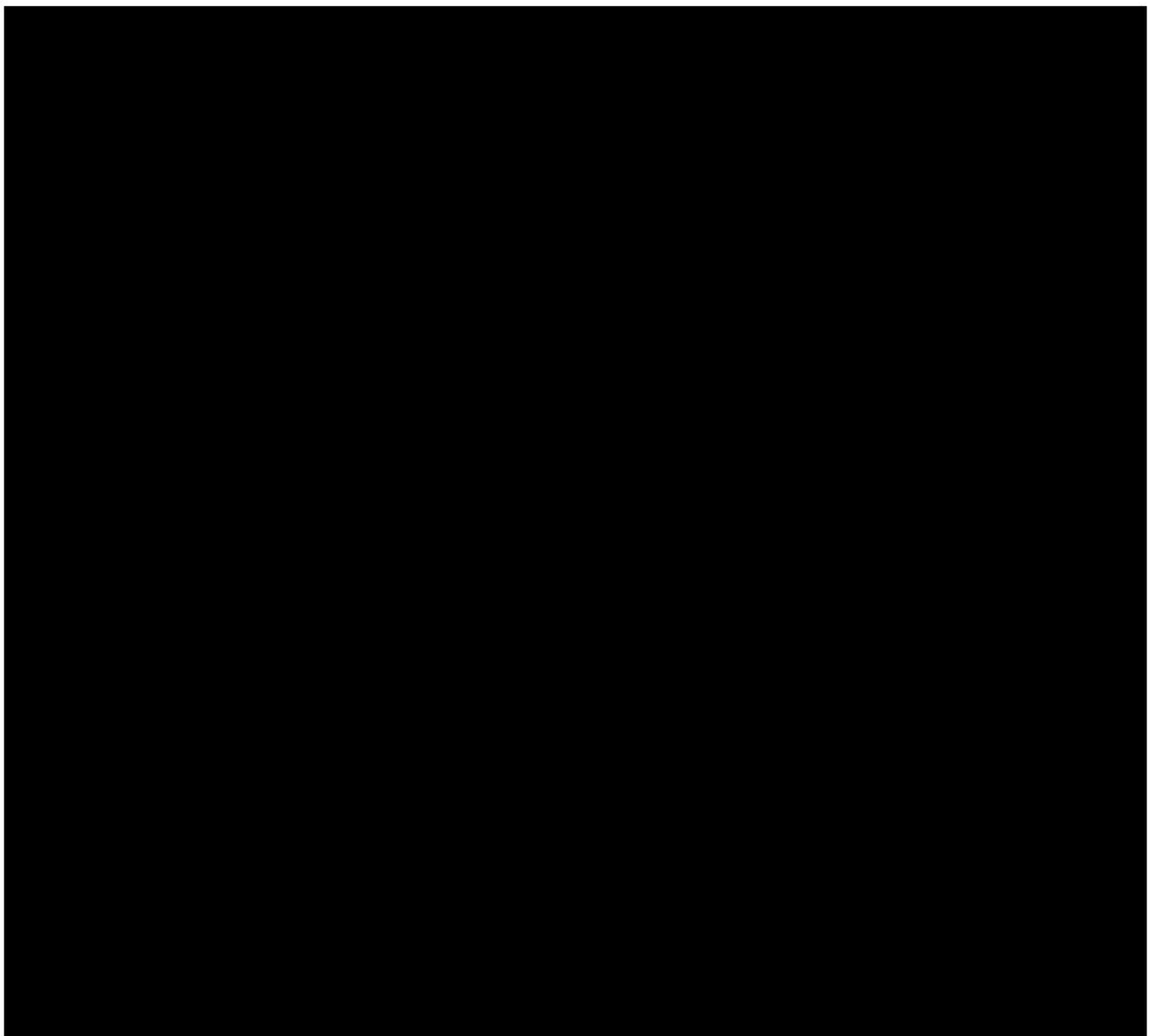
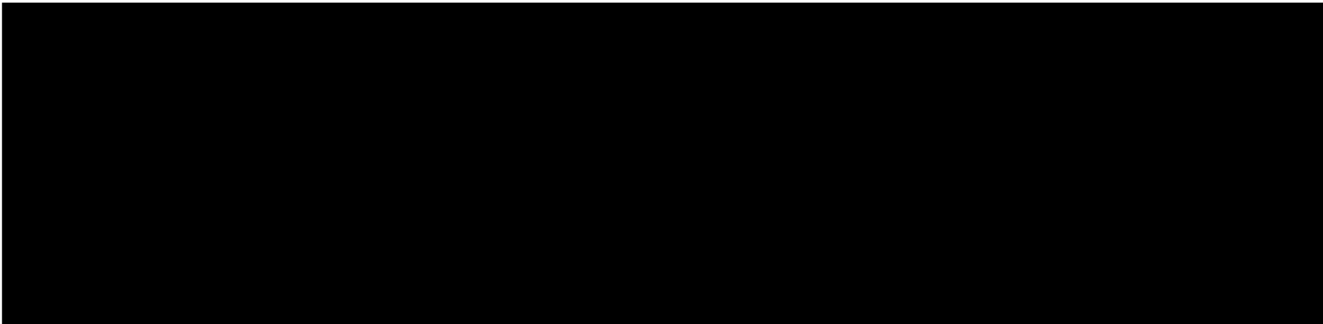
2.1 Premises. Landlord is the owner of the Property located at 9725 SE 36<sup>th</sup> St., Mercer Island, WA 98040, as more particularly described in Exhibit A (the "Property"), which includes a building (the "Structure"). Pursuant to the terms and conditions herein, Landlord hereby leases to Tenant approximately three hundred seventy-five (375) square feet of space for the use and operation of its facilities and communications equipment as described and depicted on Exhibit B, and collectively referred to as the "Premises". Pursuant to the terms and conditions herein, Landlord also grants to Tenant: (a) a non-exclusive right to use available electrical systems and/or fiber, if any, installed at the Property to support Tenant's installation of Tenant's Equipment at the Premises, and (b) a non-exclusive right to access the Premises within the Property and Structure, as specified by Landlord. If the existing electrical or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install and locate such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use pursuant to the terms of a utility easement acceptable to Landlord.

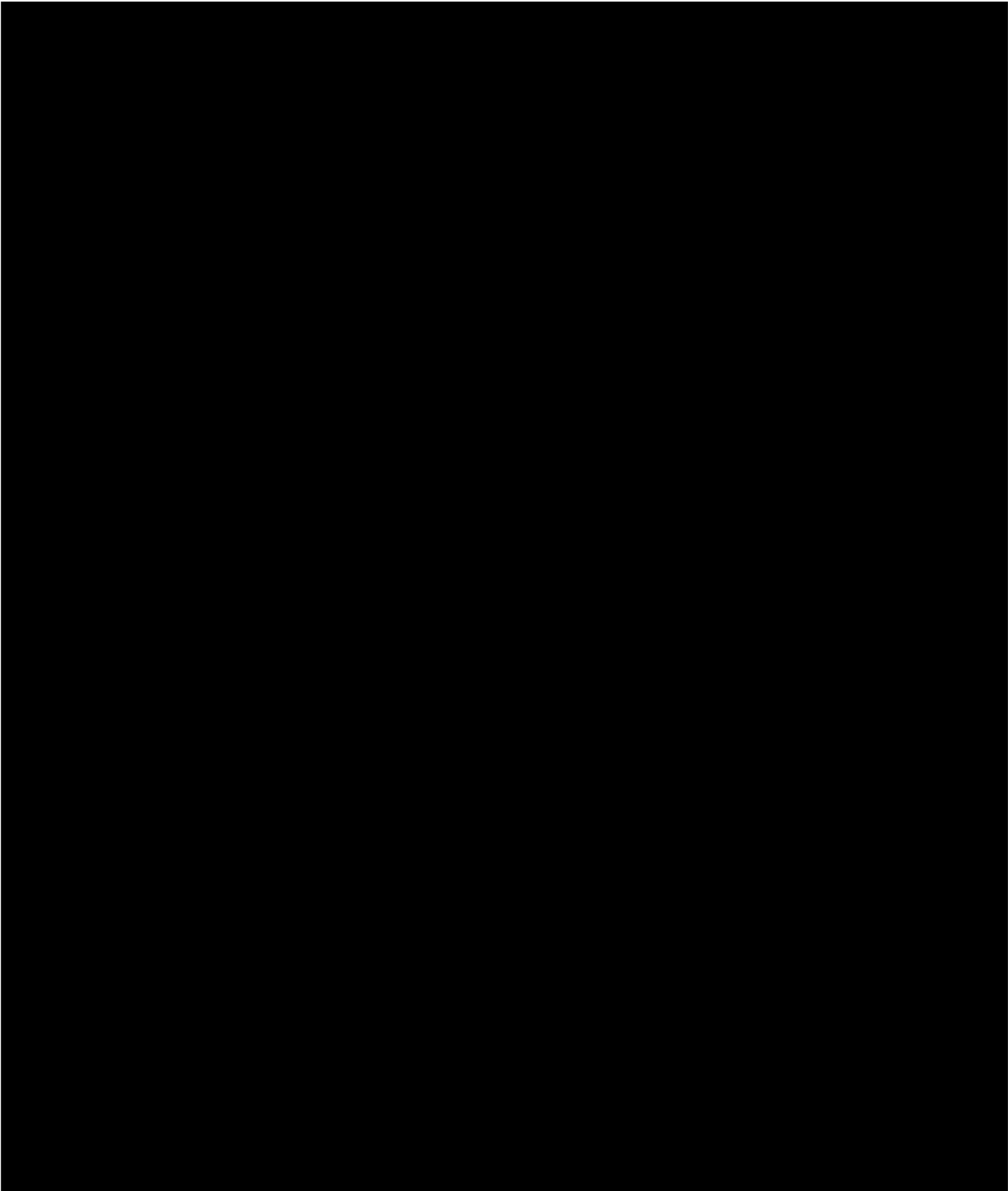
2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "Initial Term") will commence on July 1, 2023 (the "Commencement Date"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. Subject to the terms and conditions herein, the Initial Term shall

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Site Number: SESEA00351A  
Market: Seattle

automatically renew for one (1) additional term of sixty (60) months ("**Renewal Term**") and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's 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 this Agreement constitutes a binding and valid obligation on each Party as of the Effective Date.

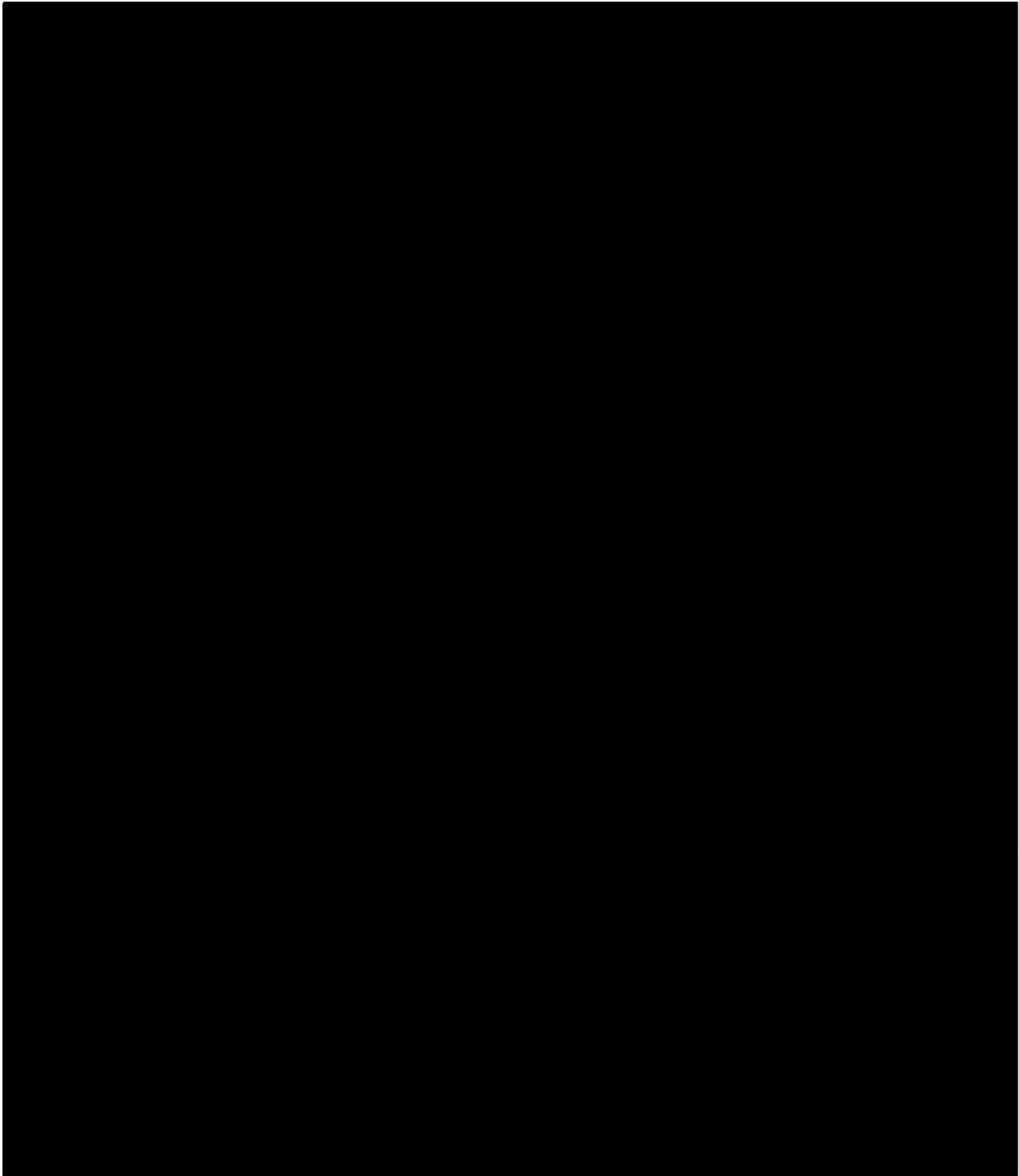




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Site Number: SESEA00351A

Market: Seattle

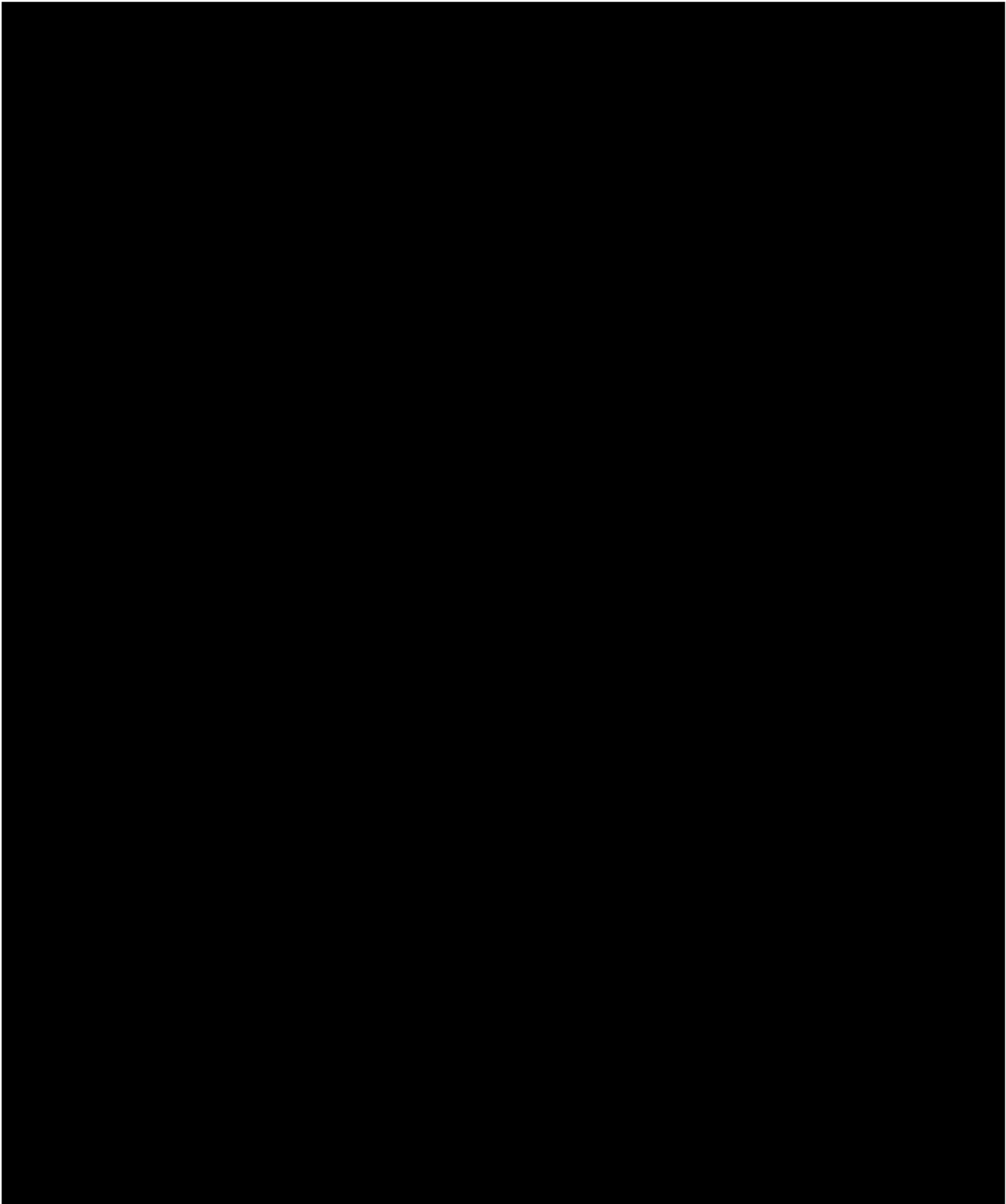


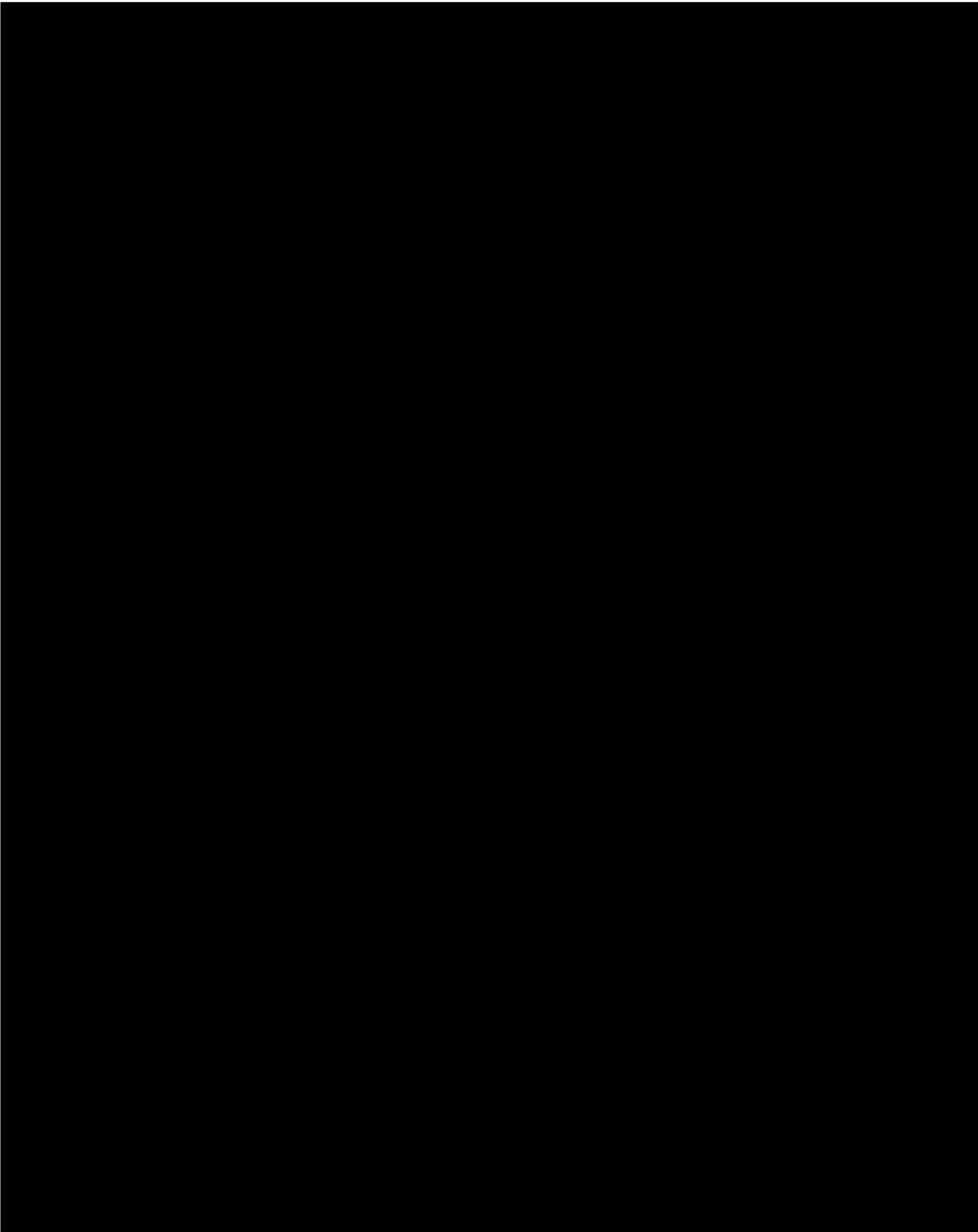
**7. Surrender and Hold Over.**

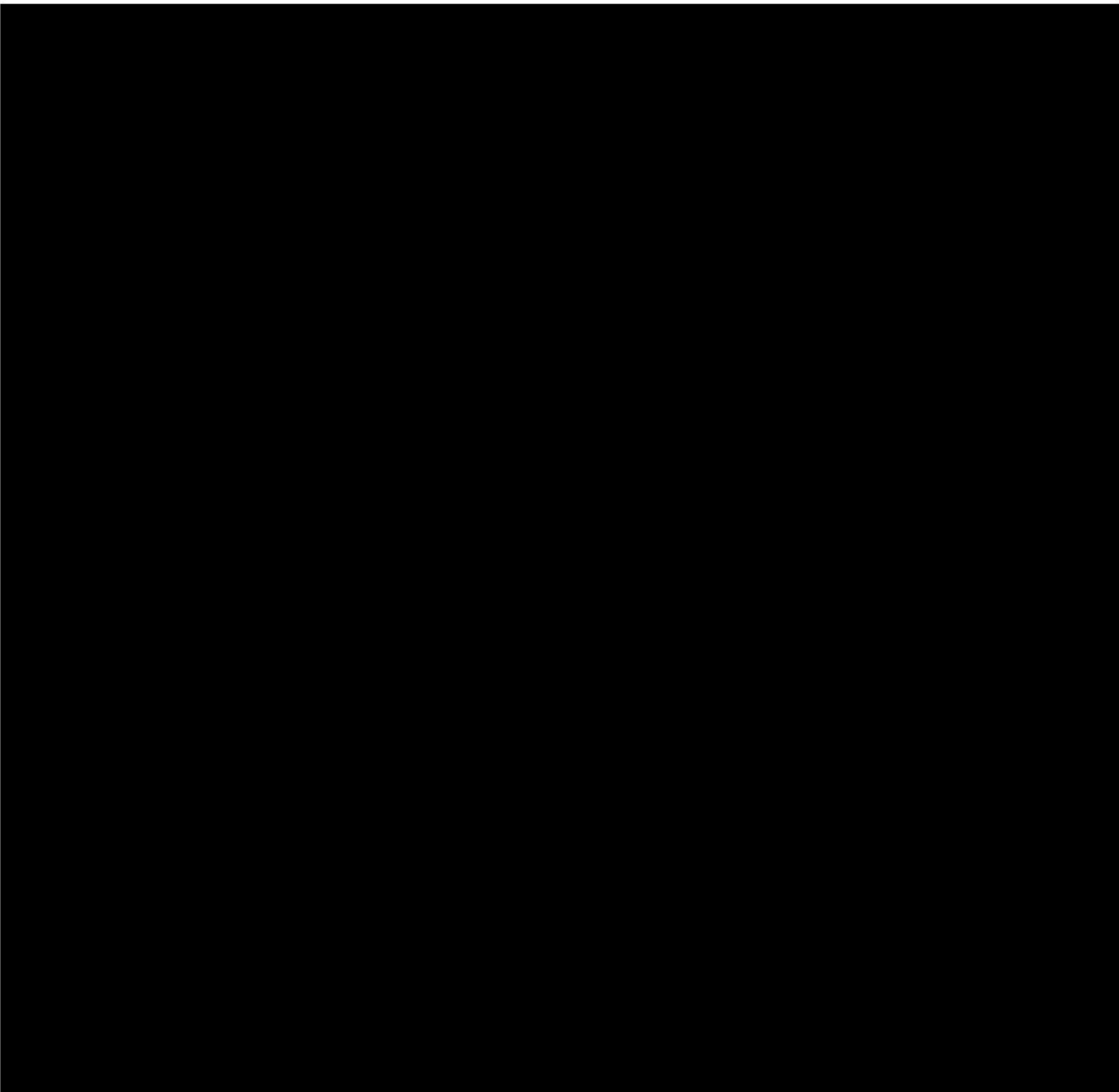
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Site Number: SESEA00351A

Market: Seattle

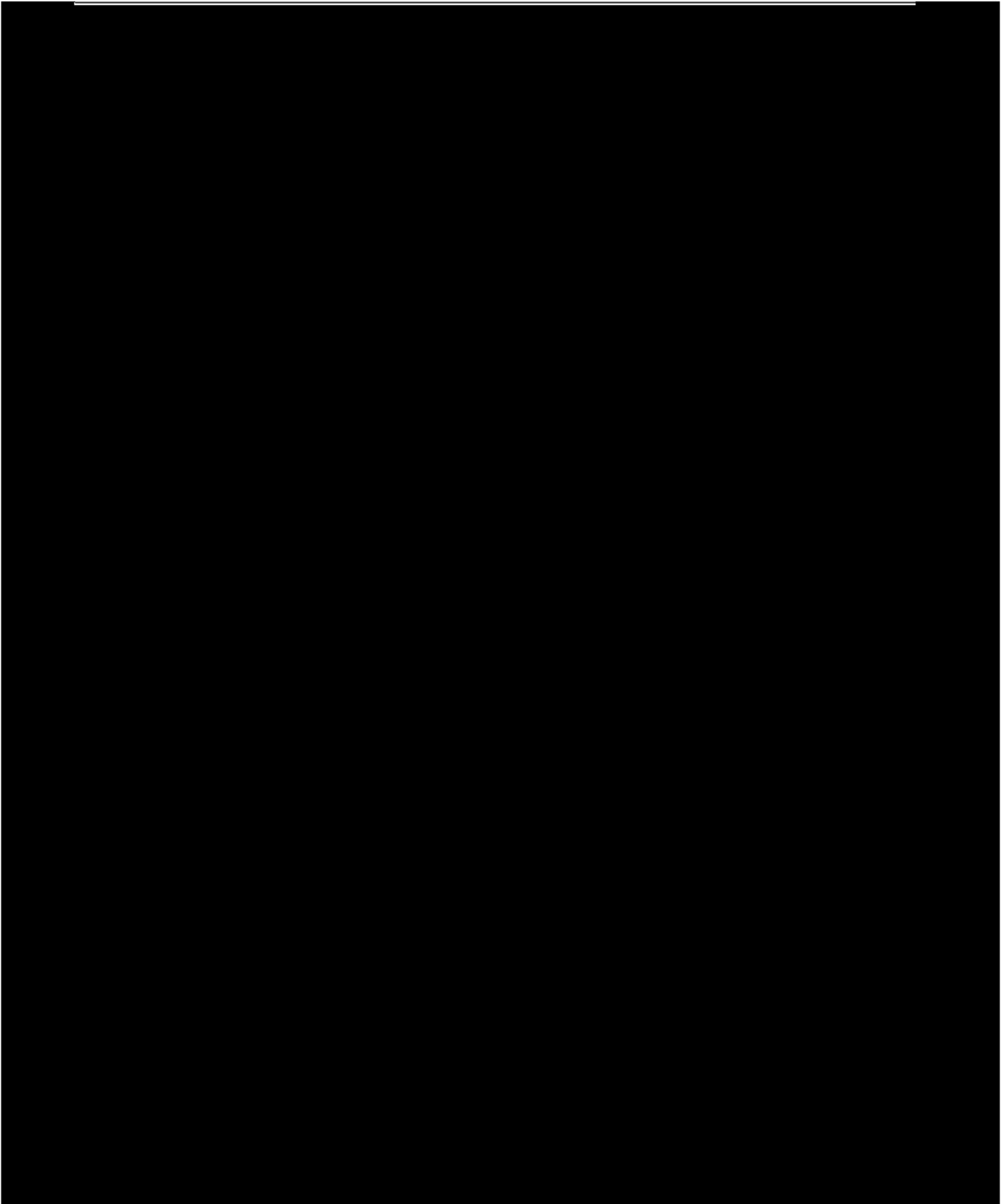




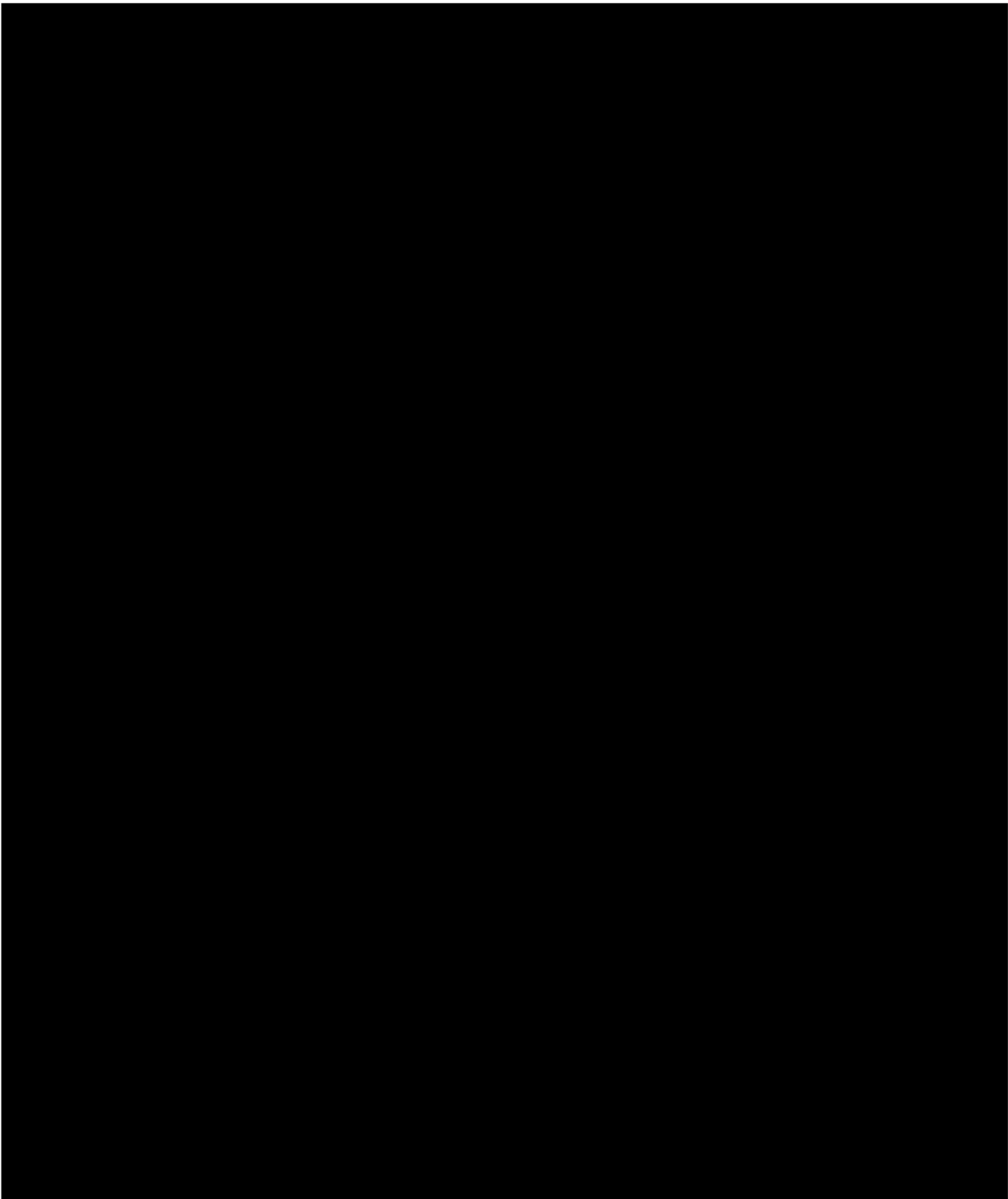


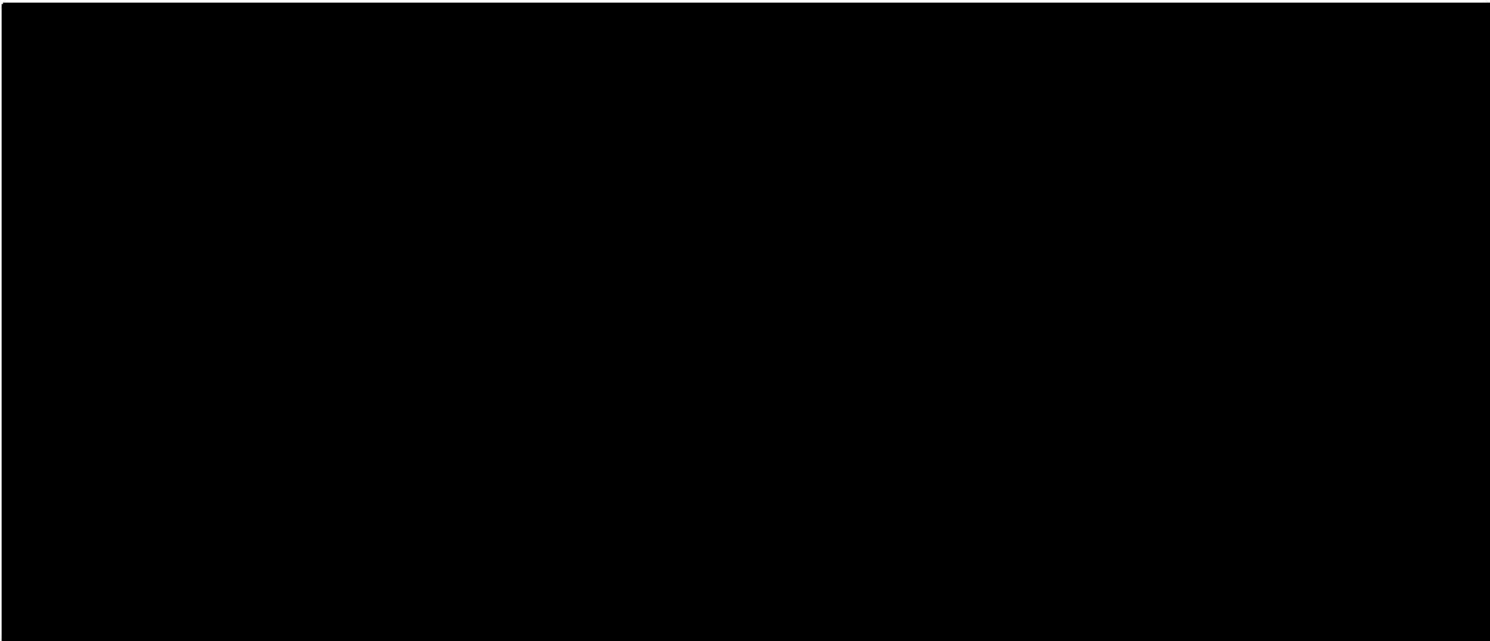
12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, Landlord shall inform the purchaser of the existence of this Agreement. Landlord shall be automatically released of and from any and all obligations past, present or future with regard to this Agreement upon transfer of title from Landlord to a third party purchaser of the Property.











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

LANDLORD:

GLOBE BUILDING HOLDINGS, LLC

By: James W. Sceni  
Name: James W. Sceni  
Its: Manager  
Date: 6/2/23

TENANT:

DISH WIRELESS L.L.C.

By: [Signature]  
Name: Dave Mayo  
Executive VP  
DISH Wireless  
Its: \_\_\_\_\_  
Date: 6/26/23

Landlord Notary:

STATE OF WASHINGTON         )  
    ) ss.  
 COUNTY OF KING             )

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared James Sievers, known to me to be the Manager of Globe Building Holdings, LLC, a Washington limited liability company the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



*David A Herrman*

Signature

David A Herrman

Print Name

NOTARY PUBLIC in and for the State of

Washington, residing at Seattle, WA.

My commission expires January 19, 2024.


**Tenant Notary:**

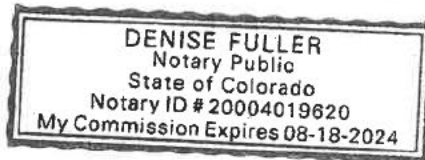
STATE OF Colorado )  
 ) ss.  
COUNTY OF Arapahoe )

On this 26<sup>th</sup> day of June, 2023, before me, the undersigned, a Notary Public in and for the State of CO, duly commissioned and sworn personally appeared Dave Mayo, known to me to be the EVP of Dish Wireless L.L.C., the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

  
\_\_\_\_\_  
Signature  
Denise Fuller  
\_\_\_\_\_  
Print Name



NOTARY PUBLIC in and for the State of  
CO, residing at 5701 S. Santa Fe Dr  
My commission expires 8-18-2024

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property located in King County, Washington All of that certain real property located in King County, State of Washington: The East 153.22 feet of Lot 11 in Block 1 of Fruitland Acres to the City of Seattle, according to the plat thereof, recorded in Volume 12 of Plats at Page 33, King County, Washington; Except that portion thereof conveyed to Washington Toll Bridge Authority by deed recorded under Recording No. 3041118; Also except that portion as conveyed to the State of Washington by deed recorded under Recording No. 8406210016; and Also except that portion conveyed to The City of Mercer Island by deed recorded under Recording No. 8811301369.

EXHIBIT B

SITE PLAN



5701 50th Street, SE  
Bellevue, WA 98006



MOONIS, LLC  
1614 SE 10TH AVE  
PORTLAND, OR 97214



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNDER PENALTY OF PERSECUTION, TO REPRODUCE, TRANSMIT, OR DISSEMINATE THIS DOCUMENT TO ANY OTHER PERSON.

DRAWN BY: CHECKED BY: APPROVED BY:

JULY BPH BPH

RPDS REV # 1 03/31/2023

### ZONING DOCUMENTS

REV	DATE	DESCRIPTION
1	03/31/2023	FOR CD
2	03/31/2023	FOR CD
3	03/31/2023	FOR CD
4	03/31/2023	FOR CD

AKA PROJECT NUMBER  
SESEAD00351A

CDR NUMBER, LLC  
PROJECT INFORMATION

SESEAD00351A  
9725 SE 36TH ST  
MERCER ISLAND, WA 98040

SHEET TITLE

OVERALL

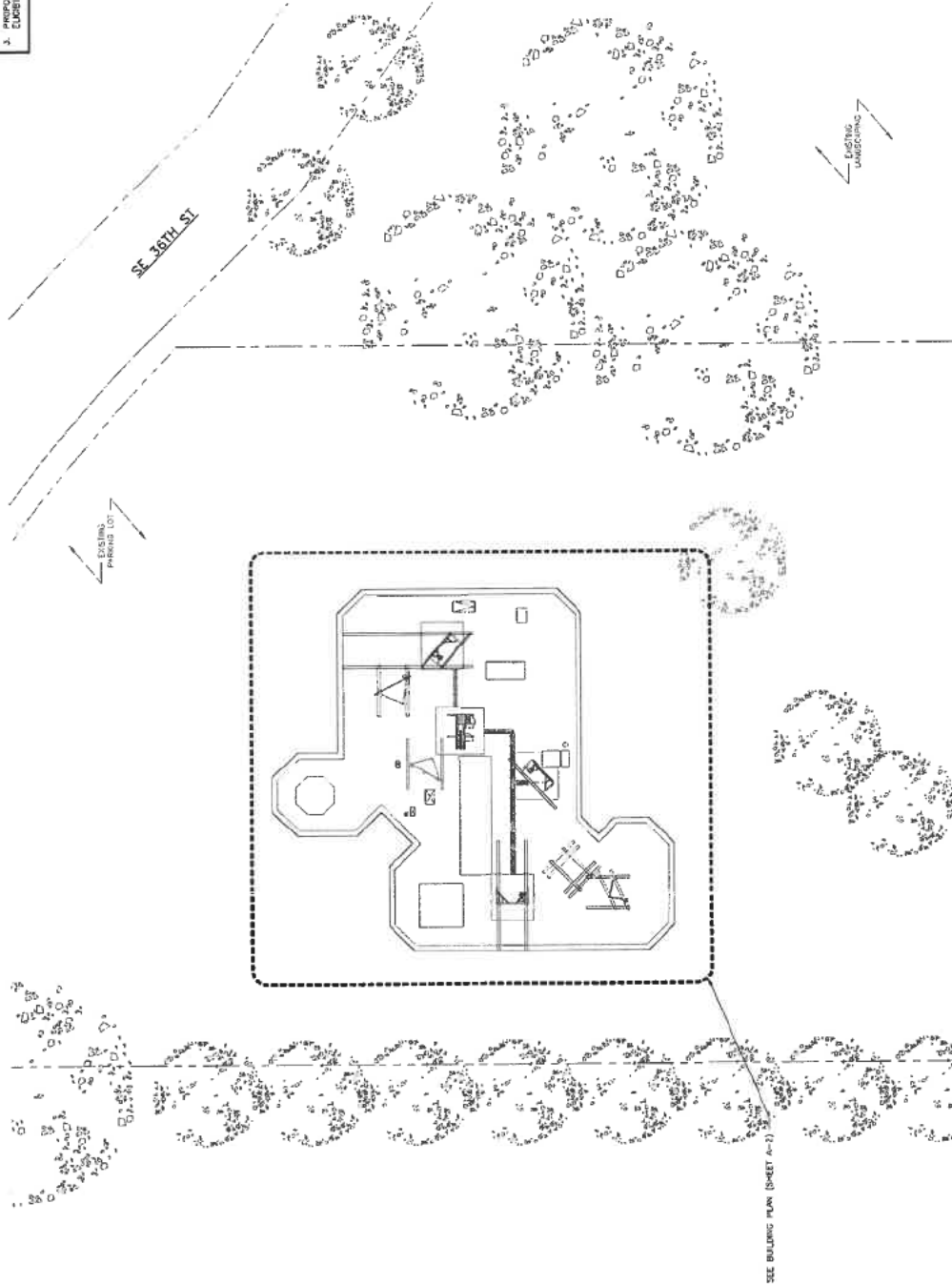
SITE PLAN

SHEET NUMBER

A-1

#### NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. PROPOSED WORK IS COMPLIANT WITH (SAP06-0) CDRILITY FACILITIES REQUEST CRITERIA.



OVERALL SITE PLAN

16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1  
0 10 20 30 40 50 60 70 80 90 100  
1" = 10'-0"





5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



MODUS, LLC  
1614 SE 10TH AVE  
PORTLAND, OR 97214



THIS IS A PRELIMINARY PLAN FOR THE PROPOSED USE OF THE PROPERTY AND IS NOT TO BE CONSIDERED A FINAL PLAN. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER.

DRAWN BY: CHECKED BY: APPROVED BY:  
JULY BIM BIM  
RFS REV # 1 03/31/2023

### ZONING DOCUMENTS

REV	DATE	DESCRIPTION
1	04/10/2022	ISSUE FOR PERMITS
2	02/27/2023	ISSUE FOR PERMITS
3	02/27/2023	ISSUE FOR PERMITS
4	03/31/2023	ISSUE FOR PERMITS

ARE PROJECT NUMBER  
SESEA00351A

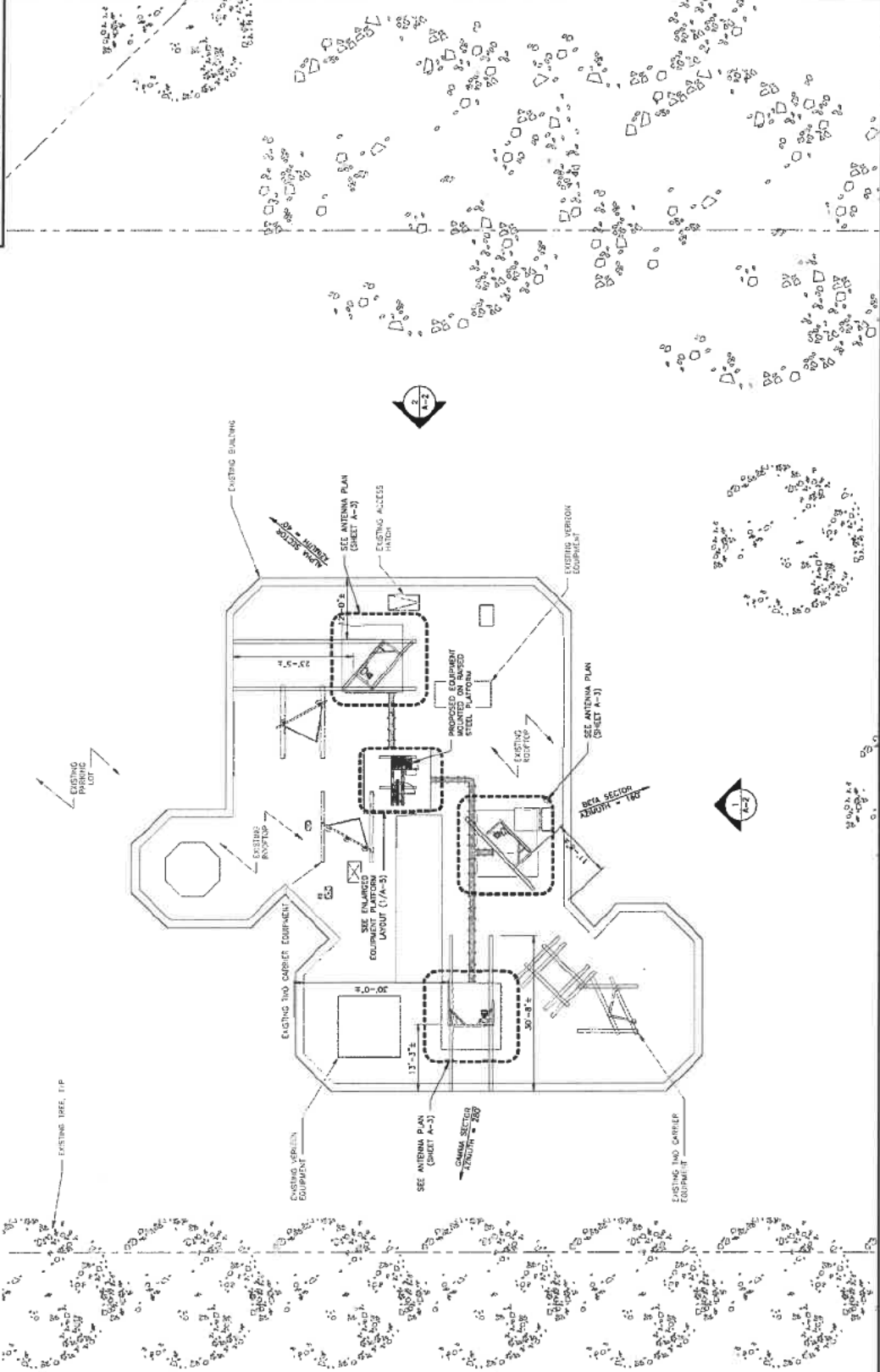
DISH WIRELESS L.L.C.  
PROJECT INFORMATION  
SESEA00351A  
9725 SE 38TH ST  
MERGER ISLAND, WA 98040

SHEET TITLE  
ENLARGED BUILDING PLAN

SHEET NUMBER  
A-2

#### NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS OF ALL EXISTING TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
- CONTRACTOR TO VERIFY WITH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
- ALL NEW ANTENNAS SHALL BE INSTALLED UNDER EXISTING ROOFING. THE ANTENNA SHALL BE RESTING ON AN APPROVED TO ROOF NEARBY.



ENLARGED BUILDING PLAN



5701 SOUTH SHAWA RE DRIVE  
LITTLETON, CO 80120



MODUS, LLC  
1614 SE 10TH AVE  
PORTLAND, OR 97214



IT IS A VIOLATION OF LAW FOR ANY PERSON  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER  
TO ALTER THIS DOCUMENT.

DESIGNED BY:	EPW	DATE:	07/31/2023
CHECKED BY:	BPM	DATE:	
DATE:		DATE:	
DATE:		DATE:	
DATE:		DATE:	

**ZONING DOCUMENTS**

REV	DATE	DESCRIPTION
1	06.10.2022	ISSUE CD
2	02.07.2023	ISSUE CD
3	02.07.2023	ISSUE CD
4	05.11.2023	ISSUE CD

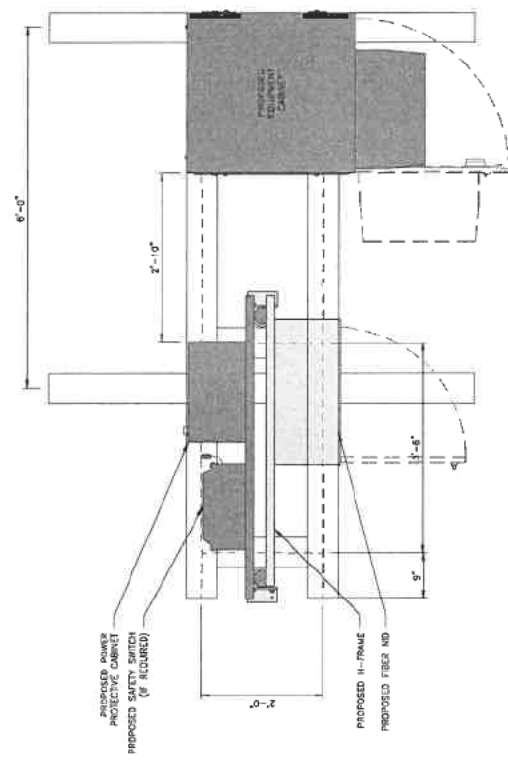
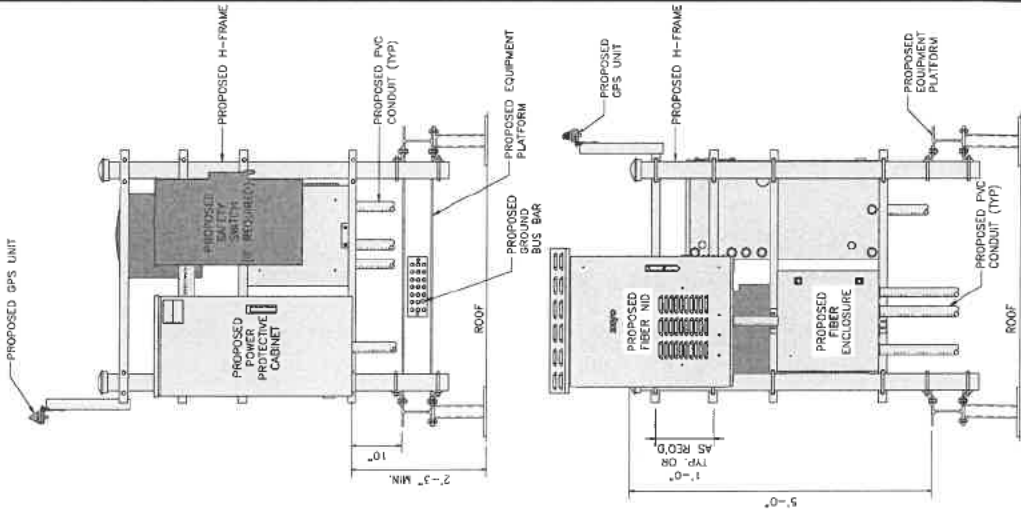
AGEE PROJECT NUMBER  
SESEAO0351A

DISH WIRELESS, LLC  
PROJECT INFORMATION  
SESEAO0351A  
9725 SE 36TH ST  
MERCER ISLAND, WA 98040

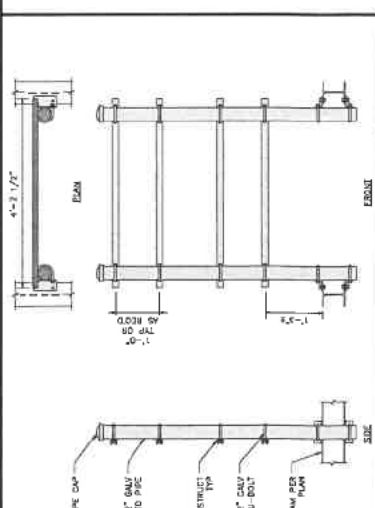
SHEET TITLE  
EQUIPMENT PLATFORM AND  
H-FRAME DETAILS  
SHEET NUMBER

A-5

**NOTE**  
1. EQUIPMENT CABINET OMTED FOR CLARITY



**EQUIPMENT PLAN**



NO SCALE

H-FRAME EQUIPMENT ELEVATION

NO SCALE

NOT USED

NO SCALE

H-FRAME DETAIL

NO SCALE



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



MODUS, LLC  
1614 SE 10TH AVE  
PORTLAND, OR 97214



IF IT IS A PORTION OF A SET FOR ANY WORK, UNLESS THIS IS SPECIFICALLY NOTED ON THE DRAWING, THIS DRAWING IS TO BE USED IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS TO A SET FOR THE DOCUMENT.

DESIGNED BY:	DATE:	APPROVED BY:
JULY	03/31/2021	SPM

ZONING DOCUMENTS

REV	DATE	DESCRIPTION
1	08/18/2022	ISSUE CO
2	09/07/2023	ISSUE CO
3	04/22/2023	ISSUE CO
4	08/18/2023	ISSUE CO

PROJECT NUMBER  
SESEA00351A

PROJECT INFORMATION  
DISH Wireless LLC  
SESEA00351A  
9725 SE 30TH ST  
MERCER ISLAND, WA 98040

SHEET TITLE  
ELECTRICAL/FIBER ROUTE  
PLAN AND NOTES

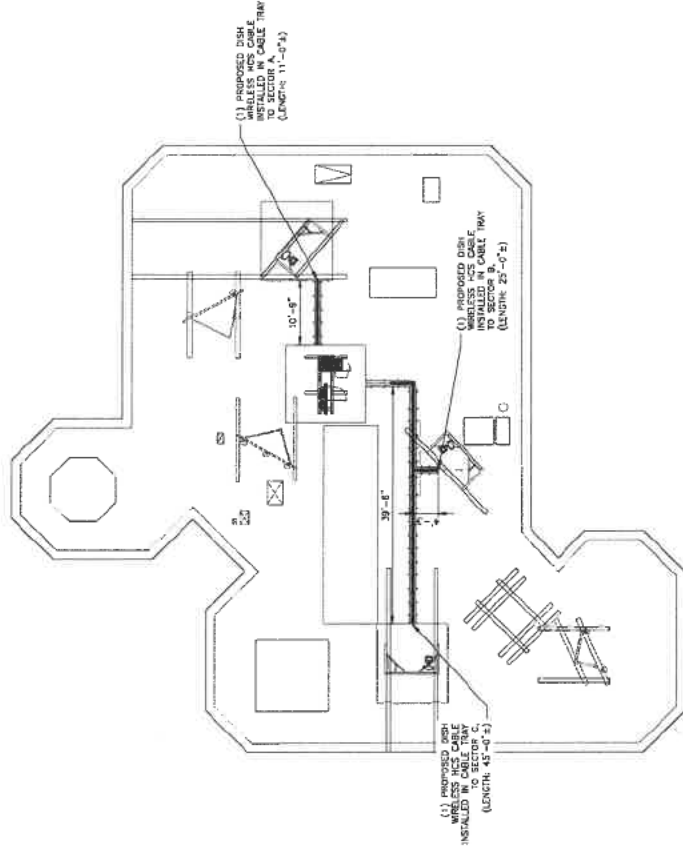
SHEET NUMBER  
E-1

DE POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED WIRINGS SHALL IDENTIFY +24V AND BLUE WIRINGS SHALL IDENTIFY -48V.

- CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARD TO THE CONTRACTOR'S CONDITIONS, THE SCOPE OF WORK, OR ANY OTHER MATTER SHALL BE REFERRED TO THE PROJECT MANAGER. ANY QUESTIONS ARISING AFTER THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING TO MEET ALL REQUIREMENTS TO MEET NEC STANDARDS.
- LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE CORROBORATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND OWNER'S AS REQUIRED.
- CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE ALL PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
- CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
- ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED, PERMANENT IDENTIFIERS INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
- INSTALL ALL EQUIPMENT CONDUITS, CONDUCTORS IN ALL COMPARTS WITH THE OPERATIONS AND USED TO THE EQUIPMENT. BRANCH CIRCUITS SHALL BE BUNDLED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
- ALL NEW MATERIAL SHALL HAVE A UL LABEL.
- PANEL SCHEDULE LAYOUTS AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
- ALL TRENCHES IN COMPOUND TO BE HAND DUG

NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
- ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



UTILITY\_ROUTE\_PLAN

ELECTRICAL NOTES

NO SCALE

2

1