

**COMMUNICATIONS FACILITY GROUND LEASE AGREEMENT
(POPPY HILLS COURT, FAIRFIELD)**

This Communications Facility Ground Lease Agreement ("Lease"), dated as of the latter signature date below ("Effective Date"), is made and entered into by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter referred to as "LANDLORD"), and DISH WIRELESS L.L.C., a Colorado limited liability company (hereinafter referred to as "TENANT").

1. **Premises.** LANDLORD is the owner of that certain parcel of real property in the City of Fairfield, Solano County located off of Poppy Hills Court identified as Assessor's Parcel No. 0167-100-160 and more particularly described on Exhibit "A" attached hereto (the "Property"). LANDLORD hereby agrees to lease to TENANT and TENANT agrees to lease from LANDLORD, that portion of the Property consisting of an approximate eight foot (8') by eight and one-half foot (8.5') parcel containing approximately sixty-eight and one-half (68.5) square feet for an equipment enclosure and other related equipment (the "Land Space") as depicted on Exhibit "B" attached hereto and made a part hereof. In addition, TENANT, and its employees, contractors, agents and representatives, shall also have a non-exclusive right (the "Rights-of-Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the designated public right-of-way to the Land Space and for the installation and maintenance of lines, wires, circuits, cables, conduits, and pipes and associated equipment, improvements, fixtures and appurtenances for utility and similar services over, under, or along the nearest public right of way to the Premises (together with any additional easements or rights of way described herein below). The Land Space and the Rights of Way are initially described in Exhibit "B" and are collectively referred to as the "Premises". "TENANT's Communications Facility" means TENANT's communications fixtures and related equipment, cables, accessories and improvements, which may include equipment shelters or cabinets and fencing, as well as any lines, wires, cables, circuits, conduits, and associated equipment, improvements, fixtures and appurtenances for any utility or similar services, together with any other items, fixtures, improvements, and equipment that TENANT, in its sole and absolute discretion, deems beneficial and/or necessary to TENANT's use of the Premises.

2. **Term.** The initial term of this Lease shall be for five (5) years, subject to three (3) automatic and successive five (5) year extensions, as provided below, commencing upon: (i) the first (1st) day of the month following execution of this Lease, or (ii) the first (1st) day of the month following the date on which TENANT receives approval of its City of Fairfield building permit for its facilities upon the Premises (as applicable, the "Commencement Date"), whichever occurs later. TENANT shall submit for a building permit for its facilities upon the Premises no later than ninety (90) days following execution of this Lease.

In the event that TENANT shall not be in default in the performance of any term or condition under this Lease, then this Lease shall automatically be extended for three (3) additional five (5) year terms unless TENANT terminates it at the end of the then current five (5) year term by giving LANDLORD written notice of the intent to terminate at least six (6) months prior to the end of the then-current five (5) year term. During any such renewal period, all of the terms and conditions of this Lease shall remain in full force and effect; provided, however, that the rent for the Premises shall be increased in accordance with the provisions set forth in Paragraph 5, below. After the end of the third extension

(if so extended), this Lease will automatically terminate unless both LANDLORD and TENANT have agreed upon new terms and enter into a new lease.

3. **Surrender.** Upon termination, both parties shall be relieved of any further obligations under this Lease (except for those obligations that survive expiration or termination of this Lease), although each shall continue to have available all remedies for any breach of this Lease occurring prior to the date of termination. Within ninety (90) days following the expiration or termination of this Lease (the "Removal Period"), TENANT shall remove its Communication Facility, including its equipment, personal property, and fixtures (all of which shall remain TENANT's removable personal property whether or not such equipment, property, or fixture is considered a fixture or attachment to real property under applicable law) and restore the Premises to its original condition, reasonable wear and tear and loss by casualty other causes beyond TENANT's control excepted. TENANT shall not remove its underground utilities after the expiration or early termination of this Lease unless LANDLORD provides TENANT with written notice of the requirement to remove such utilities prior to the expiration or upon the early termination of this Lease. TENANT shall pay rent for the period of time during which removal activities occur after termination of this Lease.

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 in accordance with Applicable Law (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 within sixty (60) calendar days of the Effective Date. LANDLORD shall: (a) cooperate with TENANT in TENANT's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Governmental Approvals, upon LANDLORD's review and approval; and (c) not take any action that would adversely affect TENANT's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) TENANT determines, in TENANT's sole and absolute discretion, 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 Lease 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 of TENANT, any Governmental Approval issued to TENANT is canceled 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 Lease 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 Lease is terminated, this Lease shall be of no further force or effect (except as set forth to the contrary herein). Provided TENANT is not then in default hereunder beyond applicable notice and cure periods, TENANT shall also have the right to terminate this Lease after the initial term and upon any annual anniversary of the Commencement Date provided at least ninety (90) days' prior written notice is given to LANDLORD.

5. **Rent.** Beginning on the Commencement Date, TENANT agrees to pay to LANDLORD rent, without prior notice or demand by LANDLORD, in the sum of One Thousand Four Hundred Sixty-Two

Site ID: SFSFO00374C

and 00/100 Dollars (\$1,462.00) per month in advance on or before the fifth (5th) day of each month during the term of this Lease ("Rent"). Said Rent shall be paid to LANDLORD, without deduction or offset, in lawful money of the United States of America, at 1000 Webster Street, 2nd floor, Fairfield, California 94533, or at such other place as LANDLORD may designate, in writing. Notwithstanding the foregoing, LANDLORD and TENANT acknowledge and agree that the initial Rent payment shall be due thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, TENANT shall send to LANDLORD the initial rental payments for January 1 on or before February 1. 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. 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 Lease.

As additional consideration for the lease of the Premises, TENANT shall pay to LANDLORD a one (1) time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to defray LANDLORD's costs associated with reviewing this Lease, which is a condition precedent to TENANT's use of the Premises ("Site Development Fee"). TENANT shall pay the Site Development Fee to Landlord within thirty (30) days following the Effective Date.

Commencing with the first (1st) and every subsequent anniversary of the Commencement Date in which this Lease is in effect, the Rent shall be increased by an amount equal to three percent (3%) of the Rent paid in the immediately preceding year.

6. Use. TENANT shall use the Premises for the sole purpose of constructing, maintaining, and operating TENANT's Communications Facility including without limitation the right to transmit and receive radio frequency and other communications signals, which shall include the right to replace, repair, add, or otherwise modify any or all of TENANT's Communications Facility and the frequencies over which TENANT's equipment operates in accordance with the terms and conditions of this Lease, upon written approval by Landlord. The subject Communications Facility depicted in the site plan and related drawings approved by LANDLORD, a copy of which is attached hereto as Exhibit "B" and hereby incorporated by reference, refers specifically to the fenced-in ground lease area containing cabinets, a generator, and any other equipment necessary for the operation of TENANT's Communications Facility. TENANT shall bear all costs of installing, removing, repairing or replacing its equipment on the Premises. TENANT shall submit its application for permits for the construction of its facilities no later than ninety (90) days following the execution of this Lease. TENANT must obtain all Governmental Approvals as well as satisfactory soil boring tests confirming that TENANT's use of the Premises is suitable for the purposes intended herein. TENANT shall have the right to terminate the Lease upon ninety (90) calendar days written notice to LANDLORD if any test, analysis or survey performed prior to signing this Lease is found to be unsatisfactory; or if TENANT otherwise determines that the Premises is no longer technically compatible for its proposed use.

TENANT shall install security fence(s) or wall(s) around the perimeter of the Land Space, in a form reasonably satisfactory to LANDLORD and in accordance with Governmental Approvals, without unreasonable delay or condition, excluding any approved access route(s). TENANT shall endeavor to maintain the Premises free from hazards or risk to the public health, safety or welfare. TENANT shall maintain all of its fences, walls, structures, equipment and any and all other of its personal property

on the Premises free of graffiti, and upon fourteen (14) days' written notice by LANDLORD, shall remove or cover any graffiti to LANDLORD's reasonable satisfaction.

At all times throughout the term of this Lease, TENANT's use of the Premises shall be in conformance with, and subject to all Governmental Approvals.

TENANT shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will cause cancellation of any of TENANT's insurance policy covering the Premises or part thereof or portion of its contents. TENANT shall not do anything in or about the Premises which will unreasonably obstruct or interfere with the rights of other parties to the Property or injure them or use the Premises for any unlawful purpose. Nor shall TENANT cause or maintain any nuisance in or about the Premises. TENANT shall not commit or suffer to be committed any waste in or upon the Premises.

TENANT agrees at all times to maintain its levels of electromagnetic radiation within all applicable standards established by the Federal Communications Commission and/or any other governmental authority having jurisdiction. TENANT agrees at all times to conduct its operations in such a manner so as to not cause harmful interference which is measurable in accordance with then existing industry standards to any of LANDLORD's pre-existing communications operations. In the event TENANT's equipment causes such interference, and after LANDLORD has notified TENANT in writing of such interference, TENANT will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at TENANT's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LANDLORD be entitled to terminate this Lease or relocate the equipment as long as TENANT is making reasonable efforts to remedy the interference issue. LANDLORD agrees that LANDLORD and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of TENANT. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. LANDLORD agrees to include in any other telecommunication leases for the Property within one thousand (1000) feet of the Premises, this same or similar provision requiring such other lessee(s) to avoid causing measurable interference to TENANT's operations hereunder.

After the Effective Date, LANDLORD shall not install, or permit any third party to install, any equipment or structures that materially interfere with or restrict the operations of TENANT. Any such material interference shall be deemed a material breach of this Lease by LANDLORD and LANDLORD shall remove the cause of the interference within forty-eight (48) hours of notice. LANDLORD's failure to remove the cause of the interference shall be deemed a Default (as defined in Paragraph 16 below) of this Lease. TENANT shall have the right to exercise all legal and equitable rights and remedies to end the material interference. Notwithstanding anything in this Paragraph to the contrary, this Paragraph shall have no force or effect in the event that the City of Fairfield installs, or permits any third party to install, essential public safety equipment or structures, provided that LANDLORD undertakes all commercially reasonable efforts to locate such facilities on the Property in a manner that does not cause measurable interference to TENANT's Communications Facility.

7. Co-location with ATC Sequoia LLC. ATC Sequoia LLC ("American Tower") currently has a lease with the City of Fairfield dated May 14, 2013 (the "American Tower Lease"). The American Tower Lease provides rights to American Tower for an approximately twenty foot (20') by twenty foot (20') area known as their ("Tower Space"). American Tower and TENANT will enter into an agreement for use of the Tower Space, which is valid and binding, and if American Tower and TENANT fail to execute such agreement within six (6) months following full execution of this Lease, LANDLORD or TENANT may terminate this Lease upon written notice to the other party. TENANT acknowledges that the American Tower Lease is primary and agrees that its use of the Premises shall not interfere with American Tower's rights over the Premises. In addition, TENANT shall not install any equipment on the Tower Space without the written agreement of American Tower. Approval in writing from American Tower to TENANT to install the necessary antennas and supporting equipment must be presented to LANDLORD prior to LANDLORD executing the Lease.

8. Compliance with Applicable Laws. During the term of this Lease, LANDLORD shall maintain the Property in good operating condition and in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws"). LANDLORD shall not have any obligation to maintain, repair or replace TENANT's Communications Facility except to the extent required due to the acts and/or omissions of LANDLORD, LANDLORD's agents, or contractors. LANDLORD agrees to safeguard TENANT's Communications Facility with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, TENANT may take all actions necessary, in TENANT's reasonable discretion, to secure and/or restrict access to TENANT's Communications Facility. TENANT shall, with respect to the condition of the Premises and at TENANT's sole cost and expense, comply with (a) all Applicable Laws relating solely to TENANT's specific and unique nature of use of the Premises; and (b) all applicable building codes requiring modifications to the Premises due to the improvements being made by TENANT in the Premises.

9. Alterations and Additions. Installation of all improvements on the Premises shall be at the discretion and option of the TENANT, subject to the governmental authority of the City of Fairfield and all Governmental Approvals, Applicable Laws, regulations, and ordinances, including but not limited to conditions of land use approvals. Subject to LANDLORD's written consent, which consent shall not be unreasonably conditioned, withheld, or delayed; provided, however that TENANT shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof with "like-kind" equipment which is the same or smaller size in dimensions and weight, or equipment which is wholly contained within TENANT's equipment shelter and/or cabinets, provided the new or repaired equipment does not expand the square footage of the Premises or increase or add frequencies to the area. Except as set forth above, before commencing any alterations to the Premises that require Governmental Approvals, TENANT shall submit plans and specifications to LANDLORD for the LANDLORD's written. LANDLORD shall provide TENANT with written approval, which approval shall not be unreasonably withheld, conditioned or delayed, or denial, within thirty (30) days from the date TENANT provides LANDLORD with complete plans and specifications. Notwithstanding the foregoing if LANDLORD does not provide TENANT with written approval or denial

within thirty (30) days of any proposed alterations and additions within the Land Space such alternations and additions shall be deemed approved. TENANT shall bear all costs of installing, removing, repairing or replacing its equipment on the Premises. TENANT shall submit its application for a building permit for the construction of its initial facilities within ninety (90) days after TENANT's receipt of approval of its application for land use or zoning approvals.

10. Physical Condition of Premises; Waiver. LANDLORD will provide TENANT with a copy of a phase I environmental site assessment, if available, prior to signing this Lease. Prior to signing this Lease, TENANT will have the right to conduct site suitability studies including, without limitation, an environmental assessment of the property, and shall have reasonable access for such purposes. TENANT will defend and indemnify LANDLORD and LANDLORD's partners, affiliates, agents and employees against any and all losses, damages, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from TENANT or TENANT's partners, affiliates, agents, contractors or employees conducting an environmental assessment of the Premises, except to the extent such claims are caused by the negligence or willful misconduct of LANDLORD or any of its agents, employees or contractors.

TENANT will have the right to enter the Premises to survey the Property and perform inspections, provided TENANT has complied with insurance requirements of LANDLORD and signed LANDLORD's form right of entry agreement. In addition to surveying the Premises, TENANT may perform an inspection of the Premises, including surveys, a structural analysis, subsurface boring tests, an environmental site assessment, and any other activities as TENANT may deem necessary, at the sole cost of TENANT. In addition, TENANT may remove samples of the soil from the Premises. Prior to entering the Premises, TENANT shall provide LANDLORD with twenty-four (24) hours advance notice. TENANT shall provide LANDLORD a copy of any survey, and may provide inspection or environmental report(s) performed on the Premises, upon LANDLORD's request. During TENANT's inspections, temporary security measures shall be placed around the testing area(s). The Premises will be returned to its original condition at the conclusion of the TENANT's inspections. LANDLORD shall not be responsible for the actions of TENANT, or TENANT's partners, affiliates, agents, contractors or employees while they are on the Premises. TENANT will keep the Premises free and clear of any liens arising out of any such entry and indemnify LANDLORD against any liens arising from TENANT or TENANT's partners, affiliates, agents, contractors or employees' acts or omissions.

LANDLORD and TENANT acknowledge that, prior to signing this Lease, TENANT had the opportunity to conduct site suitability studies including, without limitation, an environmental assessment of the Premises. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. TENANT shall, at TENANT's sole cost and expense, keep the Premises and all parts thereof in good condition and repair. LANDLORD shall have no obligation whatsoever to alter, improve or repair the Premises, or any part thereof, and the parties hereto affirm that LANDLORD has made no representations to TENANT respecting the condition of the Premises except as specifically set forth herein.

Notwithstanding the foregoing, LANDLORD shall be responsible for any damage to TENANT's equipment or facilities caused by LANDLORD's activities or omissions.

TENANT acknowledges that TENANT had sufficient time and opportunity to undertake its own due diligence investigations with respect to the condition of the Premises prior to the execution of this Lease by TENANT. As of the Effective Date of this Lease, TENANT shall accept possession of the Premises, in an "as is/where is" condition with no warranty, express or implied, by LANDLORD as to the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by the TENANT, any onsite soils contamination or any similar matters. Notwithstanding the foregoing, LANDLORD represents (a) there are no liens, judgments or other title matters materially and adversely affecting LANDLORD's title to the Property; (b) there are no covenants, easements or restrictions that prevent the use of the Premises for TENANT's Permitted Use; (c) LANDLORD will comply with all federal, state, and local laws in connection with any substances LANDLORD has brought on to the Property that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (d) TENANT's use and quiet enjoyment of the Premises shall not be disturbed. LANDLORD understands and agrees that notwithstanding anything contained in this Lease 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 Property 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 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.

Without limiting the generality of the immediately preceding sentence, LANDLORD warrants and agrees that neither LANDLORD nor, to LANDLORD's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. LANDLORD and TENANT each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LANDLORD's Property in violation of any law or regulation. LANDLORD and TENANT each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this Paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). The foregoing indemnity obligation of TENANT shall not apply to environmental compliance obligations or liability arising prior to TENANT's entry onto the Premises, or to violations to the extent attributable to acts of LANDLORD. This environmental indemnity shall survive the expiration or earlier termination of this Lease as to activities taking place or occurring on or about the Premises prior to such expiration or earlier termination.

LANDLORD shall, upon request and at TENANT's cost, provide to TENANT copies of all reports, studies, surveys and other data and information on the Premises which are now in the possession of LANDLORD. LANDLORD represents that it has no information disclosable pursuant to California Health and Safety Code § 25359.7(a).

11. Claims Against Premises. TENANT shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by TENANT. If any lien is filed purporting to be for labor or material furnished or to be

Site ID: SFSFO00374C

furnished at the request of TENANT, then TENANT shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) calendar days of receipt of notice of the same from LANDLORD; provided, that TENANT may contest any such lien if TENANT provides LANDLORD with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event TENANT fails to deposit the aforementioned security with LANDLORD and fails to pay any lien claim after entry of final judgment in favor of the claimant, then LANDLORD shall have the right to expend all sums reasonably necessary to discharge the lien claim. TENANT agrees to indemnify and hold LANDLORD free and harmless of all liability for any and all such claims and demands, together with payment of LANDLORD's reasonable attorneys' fees and costs and expenses in connection therewith.

12. Utilities. TENANT shall have the right to connect to, maintain, repair, upgrade, remove or replace existing electrical systems and/or fiber installed at the Property to support TENANT's Communications Facility and shall have the right to install new utility related equipment to service the Premises. TENANT shall install separate meters for TENANT's utility usage. TENANT shall pay the cost of any and all water, electrical, gas or other utility services utilized by TENANT upon the Premises during the term hereof and, unless otherwise required by the local utility service provider, TENANT shall have such utilities installed underground and maintained at TENANT's sole cost and expense, subject to plans and specifications approved in writing by LANDLORD, which approval shall not be unreasonably withheld, conditioned or delayed, or as shown on Exhibit "B" attached hereto. LANDLORD shall approve or disapprove of same within forty-five (45) days. In the event the LANDLORD does not either: (i) object to the plans in writing, or (ii) furnish the TENANT with written approval, within forty-five (45) calendar days after the date of submission of the plans, LANDLORD will be deemed to have approved them.

13. Taxes. TENANT shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of TENANT's possessory interest in and to the Premises, leasehold improvements, equipment, fixtures and personal property of TENANT located in or about the Premises. TENANT shall provide LANDLORD with proof of payment of such tax within forty-five (45) days after TENANT's receipt of written request from LANDLORD for such proof of payment. If LANDLORD receives a notice of assessment that imposes taxes or assessments on TENANT's leasehold improvements on the Premises, LANDLORD shall provide TENANT with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If LANDLORD does not provide such notice or notices to TENANT within such time period, LANDLORD shall be responsible for payment of the tax or assessment set forth in the notice, and LANDLORD shall not have the right to reimbursement of such amount from TENANT.

14. Holding Over. If TENANT remains in possession of the Premises or any part thereof after the expiration of the Removal Period described in Paragraph 3 above, with the express written consent of LANDLORD, such occupancy shall be a tenancy from month-to-month. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and TENANT remains in possession of the Premises after the expiration of the Removal Period described in Paragraph 3 above without LANDLORD's consent, then the rent then in effect payable from and after the time of the expiration of the Removal Period set forth in Paragraph 3 above shall be equal to one hundred

twenty-five percent (125%) of the rent applicable during the month immediately preceding the expiration or earlier termination of this Lease.

15. Entry by LANDLORD. TENANT hereby agrees that representatives of the LANDLORD, as designated by LANDLORD's City Manager, shall, during normal business hours, have the right to enter the Premises with a representative of TENANT to inspect and determine if same complies with each and every term and condition of this Lease and with all applicable City, County, State and Federal laws, rules, ordinances and regulations relating to applicable building occupancy requirements, if any, and the conduct of TENANT's business, provided LANDLORD gives TENANT (i) no less than four (4) days prior written notice to 5701 South Santa Fe Blvd., Littleton, CO 80120. Any entry to the Premises obtained by LANDLORD, as provided above, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. LANDLORD shall, at its sole cost and expense, repair any damage to the Premises caused by its entry onto the Premises.

16. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") and breach of this Lease by TENANT:

Vacating or abandonment of the Premises by TENANT. "Abandonment" shall mean TENANT has not operated TENANT's equipment at the Premises, for a period of twelve (12) consecutive months or more; provided that LANDLORD acknowledges that the Premises are to be used as an unoccupied equipment shelter and, accordingly, lack of on-site personnel shall not, in and of itself, be deemed to indicate vacation or abandonment;

The failure by TENANT to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) business days after TENANT's receipt of written notice thereof by LANDLORD to TENANT, return receipt requested;

A failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by TENANT, other than as described in Paragraph 14 above, where such failure shall continue for a period of thirty (30) days after TENANT's receipt of mailed written notice thereof by LANDLORD to TENANT, return receipt requested; provided, however, that if the nature of the default involved is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within such thirty (30) day period and thereafter diligently prosecutes said cure to completion; or

The making by TENANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located in or about the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located in or about the Premises or of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) days.

In the event there is a breach by LANDLORD with respect to any of the provisions of this Lease or its obligations under it, TENANT shall give LANDLORD written notice of such breach. After receipt of such written notice, LANDLORD shall have thirty (30) days in which to cure any such breach, provided LANDLORD shall have such extended period as may reasonably be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LANDLORD commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. TENANT may not maintain any action or effect any remedies for default against LANDLORD unless and until LANDLORD has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if LANDLORD fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LANDLORD if the failure to perform such an obligation interferes with TENANT's ability to conduct its business on the Property; provided, however, that if the nature of LANDLORD's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

The occurrence of the following events shall also constitute a default and breach of this Lease by LANDLORD:

The making by LANDLORD of any general assignment or general arrangement for the benefit of creditors, or the filing by or against LANDLORD of a petition to have LANDLORD adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LANDLORD, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of LANDLORD assets located in or about the Premises or of LANDLORD interest in this Lease, where possession is not restored to LANDLORD within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located in or about the Premises or of LANDLORD interest in this Lease, where such seizure is not discharged in thirty (30) days.

17. Remedies in Default. In the event of any such material default or breach by TENANT which remains uncured after the expiration of all applicable notice and cure periods, LANDLORD may at any time thereafter and without notice or demand and, without limiting LANDLORD in the exercise of a right or remedy LANDLORD may have by reason of such default or breach:

17.1 Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event, LANDLORD shall be entitled to recover from TENANT all damages actually and reasonably incurred by LANDLORD by reason of TENANT's default including, but not limited to, the cost of recovering possession of the Premises, including necessary renovation and alteration of the Premises, for reasonable attorneys' fees and costs, and the amount by which the unpaid rent for the balance of the term, after the time of court award, exceeds the amount of such rental loss for the same period that TENANT proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from due date thereof at the rate of five percent (5%) per annum or at the maximum legal rate then in effect in the State of California, whichever is lower. In the event TENANT shall have abandoned the Premises, LANDLORD shall have the option of: (1) taking

possession of the Premises and recovering from TENANT the amount specified in this subparagraph, or (2) proceeding under the provisions of the following subparagraphs'

17.2 Maintain TENANT's right to possession, in which case this Lease shall continue in effect whether or not TENANT shall have abandoned the Premises. In such event, LANDLORD shall be entitled to enforce all of LANDLORD's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder;

17.3 Pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State of California. Furthermore, TENANT agrees that no election by LANDLORD as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon LANDLORD until the time of trial of any such action or proceeding. Notwithstanding the provisions of Paragraph 16, above, if an event of default by TENANT occurs, LANDLORD shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Premises and/or remove persons or property therefrom. Notwithstanding any provision herein to the contrary, a revocation of any regulatory approval, shall not constitute an electable remedy for purposes of this Paragraph 17.

18. Eminent Domain. 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 Lease immediately upon notice to the other Party. If either Party elects to terminate this Lease, the Rent set forth herein shall be abated, and TENANT's liability therefor will cease as of the date of such Taking, this Lease shall terminate as of such date, and any prepaid rent shall be returned to TENANT. If this Lease 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 Lease 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 Communications Facility 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. TENANT, as a material part of the consideration for its rights hereunder, hereby waives any claim against LANDLORD to which it may be entitled under federal or state relocation laws for benefits upon the termination or early termination of this Lease in accordance with its terms.

19. Estoppel Certificate. TENANT shall, at any time and from time to time upon not less than sixty (60) calendar days' prior written notice from LANDLORD, execute, acknowledge and deliver to LANDLORD a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to TENANT's knowledge, any uncured

defaults on the part of LANDLORD hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Premises are a part.

20. Assignment and Subletting. TENANT shall not assign or otherwise transfer all or any part of its interest in the Premises, this Lease, or any right hereunder to any other party or parties nor without first obtaining the written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment of the Premises without such prior written consent shall be voidable by LANDLORD and LANDLORD may, at its option, declare a forfeiture of the same in any manner provided by law. Notwithstanding the foregoing, this Lease may be assigned or transferred by TENANT without any approval or consent of LANDLORD to TENANT's parent company, its member, any subsidiary or Affiliate or to any successor-in-interest or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission ("FCC") in which the premises are located. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder.

TENANT shall not sublet all or any portion of the Premises without first obtaining the written consent of LANDLORD. Future carriers wishing to sublet or co-locate space on TENANT's facilities shall first obtain a ground lease from LANDLORD to house such carriers' own equipment and obtain any necessary access easement, after which time they may execute a sublease from the TENANT for space on TENANT's facilities on the Premises subject to LANDLORD's prior written consent as to the form of sublease. LANDLORD shall be entitled to share in the proceeds from any such subletting. LANDLORD's share shall be agreed upon by LANDLORD and TENANT at the time TENANT seeks LANDLORD's consent.

21. Non-Disturbance. LANDLORD will provide TENANT with an agreement from the holder of any ground lease or deed of trust or other monetary encumbrance affecting the Premises that such holder agrees to recognize TENANT's leasehold in the event such holder acquires the Premises, through foreclosure or otherwise. If LANDLORD defaults in the payment of any such obligation, TENANT may, at its sole option, cure or correct such defaults and deduct from the annual rental the sums paid to cure or correct such defaults.

22. Attorneys' Fees. In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto, both at trial and on appeal, in addition to all other sums allowed by law.

23. Fixtures. All trade fixtures and/or temporary facilities installed in or on the Premises by TENANT may be removed by TENANT at any time during the term of this Lease so long as the same may be removed without permanent damage to the Premises. TENANT shall repair all damage which may result therefrom to the reasonable satisfaction of LANDLORD.

24. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN PARAGRAPH 25, 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.

25. Indemnification.

25.1 TENANT's Indemnity. Except to the extent caused by the negligence or willful misconduct 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 Lease. TENANT's obligations under this paragraph shall survive the expiration or earlier termination of this Lease for two (2) years. TENANT agrees to defend, indemnify and hold LANDLORD and its elected officials, officers, agents and employees free and harmless from all claims and liabilities for damage to persons or property resulting from or arising out of all operations of TENANT, its employees, contractors or agents, except to the extent such claims or liabilities are due to or caused by the negligence or willful misconduct of LANDLORD, or its employees, contractors or agents.

25.2 Landlord's Indemnity. Except to the extent caused by the by the negligence or willful misconduct of TENANT or TENANT's Representatives, LANDLORD shall defend, indemnify and hold TENANT and TENANT's 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 Lease; 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 and/or the Property, and/or any contamination of the Premises 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 paragraph shall survive the expiration or earlier termination of this Lease for two (2) years.

25.3 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.

26. Insurance.

26.1 Fire and Extended Coverage. Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep or cause to be kept insured, all improvements located on or appurtenant to the Premises against loss or damage by fire, flood, earthquake and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be the then replacement cost, excluding costs of replacing excavations and foundations but without deduction for depreciation. LANDLORD shall not carry any insurance the effect of which would be to reduce the protection or payment to TENANT under any insurance that this Lease obligates TENANT to carry.

26.2 Commercial General Liability Insurance. Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep or cause to be kept in full force and effect, for the mutual benefit of TENANT, and LANDLORD as an additional insured, commercial general liability insurance against claims and liability for personal injury, death, property damage and/or automobile liability arising from the use, occupancy, disuse, or condition of the Premises, improvements, or adjoining areas or ways, providing protection of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for personal injury or death, and at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Any policies containing an annual general aggregate shall contain an annual general aggregate of at least twice the per occurrence policy limit.

26.3 Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California with a current A.M. Best rating of no less than A Minus: VII. Except as otherwise agreed upon in writing by LANDLORD, the insurance program shall provide that: (a) the liability policies are primary and noncontributing with any insurance that may be carried by LANDLORD as relates to TENANT's operations; (b) the policies cannot be canceled except after thirty (30) days' notice by the insurer or the insurer's representative to LANDLORD; (c) the LANDLORD, and each of its elected officials, officers and employees are additional insureds on the general and automobile liability insurance policies; (d) any errors or omissions by TENANT including breaches of warranties shall not affect the required coverage; and (e) the required liability insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. TENANT shall furnish LANDLORD with copies of all certificates evidencing the insurance. TENANT may effect for its own account any insurance not required under this Lease.

26.4 Maintenance of Insurance; Proof of Compliance. TENANT shall deliver to LANDLORD, in the manner required for notices, insurance certificates required by this Lease, within the following time limits: (a) For insurance required at the commencement of this Lease, within ten (10) days after execution of this Lease and prior to TENANT's occupancy of the Premises (b) For reasonable insurance becoming required at a later date, at least ten (10) days before that requirement takes effect, or as soon thereafter as the requirement, if new, takes effect (c) For any renewal or replacement of a policy already in existence with the expiration of the existing policy. If TENANT fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish LANDLORD with required proof that the insurance has been procured and is in full force and paid for, and does not cure such failure within thirty (30) of receipt of written notice thereof, LANDLORD shall have the right, at LANDLORD's election and on five (5) business days' notice, to procure and maintain such insurance.

The premiums paid by LANDLORD shall be treated as added rent due from TENANT with interest at the rate of eight percent (8%) per year or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. LANDLORD shall give TENANT prompt notice and provide TENANT with a certificate of insurance and agent's invoice evidencing payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the effective date of coverage.

26.5 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. "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 Lease, 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.

26.6 Primary Coverage. For any claims related to this Lease, TENANT's insurance coverage shall be primary coverage as respect to the LANDLORD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by LANDLORD, its officers, officials, employees or volunteers shall be excess of the TENANT'S insurance and shall not contribute with it.

26.7 Additional Insured Status. The LANDLORD, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Auto Liability policies with respect to liability arising out of work or operations performed by or on behalf of the TENANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the TENANT'S insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

27. Authority of Parties. Each individual executing this Lease on behalf of each party represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of such

party and that this Lease is binding upon such party in accordance with its terms. Nothing in this Lease shall be construed to limit or affect in any way the authority of the City of Fairfield acting in its capacity as a municipal government. Nothing in this Lease shall be construed to affect TENANT's obligation to obtain the applicable permits and approvals that may be required by the City of Fairfield acting in its capacity as a municipal government.

28. Waiver. The waiver by a party to this Lease of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of the TENANT to pay the particular rental so accepted, regardless of LANDLORD's knowledge of such preceding breach at the time of acceptance of such rent.

29. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

30. Late Charges. TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent or other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or of a sum due from TENANT shall not be received by LANDLORD within thirty (30) days after TENANT's receipt of written notice that said amount is past due, then TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that LANDLORD will incur by reason of the late payment by TENANT. Acceptance of such late charges by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

31. Force Majeure. Notwithstanding anything to the contrary in this Lease, neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this Lease 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 Lease 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 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 Lease, in whole or in part, for a period of forty-five (45) or more calendar days, then either party may terminate this Lease immediately upon notice to the affected party.

32. Rights Upon Sale of Property. Should LANDLORD, at any time during the term, sell or transfer all or any part of the Property to a purchaser other than TENANT, such transfer shall be subject to this Lease and LANDLORD shall require any such purchaser or transferee to recognize TENANT's rights under the terms of this Lease 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 Lease, and TENANT shall have the right to look to LANDLORD and the third party for the full performance of this Lease. 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 the receive the Rent (and other payments) derived from the Premises under this Lease, in either case separate from the underlying 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).

33. Signs and Lights. TENANT shall not place any sign upon the Premises without LANDLORD's prior written consent and approval thereof, except as otherwise required by law. Notwithstanding the foregoing, TENANT shall post a sign on the Premises setting forth emergency contact information including a "24/7" telephone number at which a representative of TENANT is available. This telephone number shall also be available for any person to report the presence of graffiti on the Premises and upon receipt of such information, TENANT shall respond as required herein. TENANT shall not illuminate its equipment shelter or appurtenances unless required by law or as may be approved in writing by LANDLORD.

34. Relocation of TENANT's Facilities. In the event that American Tower removes or relocates the existing utility tower from the Land Space, LANDLORD must provide TENANT at least six (6) months written notice of any repairs, maintenance or other work (the "Work") during the term of the Lease which would require the temporary relocation of the Premises. If necessary, in TENANT's sole determination, TENANT may elect to install a temporary equipment shelter in another mutually agreeable location on the Property while the Work is being performed; provided, however, that such installation is subject to the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. TENANT shall have the right to reinstall its equipment shelter immediately upon the completion of the Work.

In the event that American Tower removes or relocates the existing utility tower from the Land Space, LANDLORD may relocate TENANT's facilities or any portion thereof to another location on LANDLORD's Property (the "Relocation Premises"), mutually approved by the parties, subject to the following provisions: (i) LANDLORD may only relocate TENANT one time during the Lease; (ii) Landlord must give TENANT not less than eighteen (18) months' prior written notice; (iii) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required zoning approvals and other Governmental Approvals and costs for Tests of the Relocation Premises) shall be paid by LANDLORD; (iv) such relocation will be performed exclusively by TENANT or its agents; and (v) the Relocation Premises shall be similar to TENANT's current Premises in size and

compatible for TENANT's use in TENANT's sole discretion. If necessary, in TENANT's sole determination, TENANT may elect to install a temporary equipment shelter in another mutually agreeable location on the Property that provides TENANT coverage and service levels similar to those of the Premises at the original location; provided, however, that such installation is subject to the prior written consent of LANDLORD. LANDLORD will exercise its relocation right by delivering written notice pursuant to the terms of this Lease to TENANT. In the notice, LANDLORD will identify the proposed Relocation Premises on LANDLORD's Property. LANDLORD and TENANT hereby agree that a survey (prepared at the sole cost and expense of LANDLORD) of the Relocation Premises (including the access and utility easements) will supplement Exhibit "B" hereto and become a part hereof pursuant to a lease amendment that will be entered into between the parties, and the Relocation Premises shall thereafter be considered the Premises for all purposes hereunder. If, in TENANT's reasonable judgment, no suitable Relocation Premises can be identified, then TENANT shall have the right to terminate this Lease upon thirty (30) days written notice to LANDLORD, without penalty or further obligation.

35. Confidentiality. Unless required by law, including the California Public Records Act, subpoena, court order, or other law or regulation, neither party to this Lease shall disclose the terms of this Lease or any information provided by the other that is not otherwise publicly available, without the other party's prior, written consent.

36. Successors. Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

37. Notices. Except where otherwise required herein, any notice required or permitted under the terms of this Lease shall be deemed served and validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to LANDLORD:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: Director of Community Development

If to TENANT:

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

With a copy to:

David Lim
City Attorney
Richards, Watson & Gershon
44 Montgomery Street, Suite 3800
San Francisco, CA 94104

38. Execution by LANDLORD Not a Waiver. TENANT understands and agrees that LANDLORD, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in the City of Fairfield to approve, disapprove or conditionally approve any application which TENANT may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which City of Fairfield may be empowered to apply, including, but not limited to any use permit, wireless permit or approval, whether similar in nature or not.

39. Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in this Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read this Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

40. Applicable Law and Venue. Any action brought to enforce any provision of this Lease shall be brought in the Superior Court of the County of Solano, and the same shall be governed by the laws of the State of California

41. Recording. LANDLORD agrees to execute a Memorandum of this Lease which TENANT may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term or rent payments.

42. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

43. Severability Clause. In case any provision in this Lease shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

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

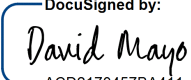
[Remainder of page intentionally left blank. Signature page follows.]



WHEREFORE, the parties hereto have entered into this Lease as of the latter date set forth below opposite the name of each signatory hereto.

"TENANT"

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

11/17/2022
Dated: _____

DocuSigned by:

By: _____
ACD2170457BA411...
Name: David Mayo
Title: EVP

DS DS
 

"LANDLORD"

CITY OF FAIRFIELD,
a municipal corporation

Dated: _____

By: _____
Name: David Gasaway
Title: Interim City Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

LOT 166, AS SHOWN ON THE "FINAL MAP OF PARADISE VALLEY WEST, UNIT NO. 1", FILED JULY 19, 1990 IN BOOK 59 OF MAPS, AT PAGE 24, SOLANO COUNTY RECORDS AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED FEBRUARY 19, 1993, INSTRUMENT NO. 1993-14754, JUNE 11, 1993 INSTRUMENT NO. 1993-52524, AND AUGUST 26, 1994, INSTRUMENT NO. 1994-78479, OFFICIAL RECORDS.

APN: 0167-100-160

Copyright © 1996, Solano County Assessor/Recorder, All rights Reserved

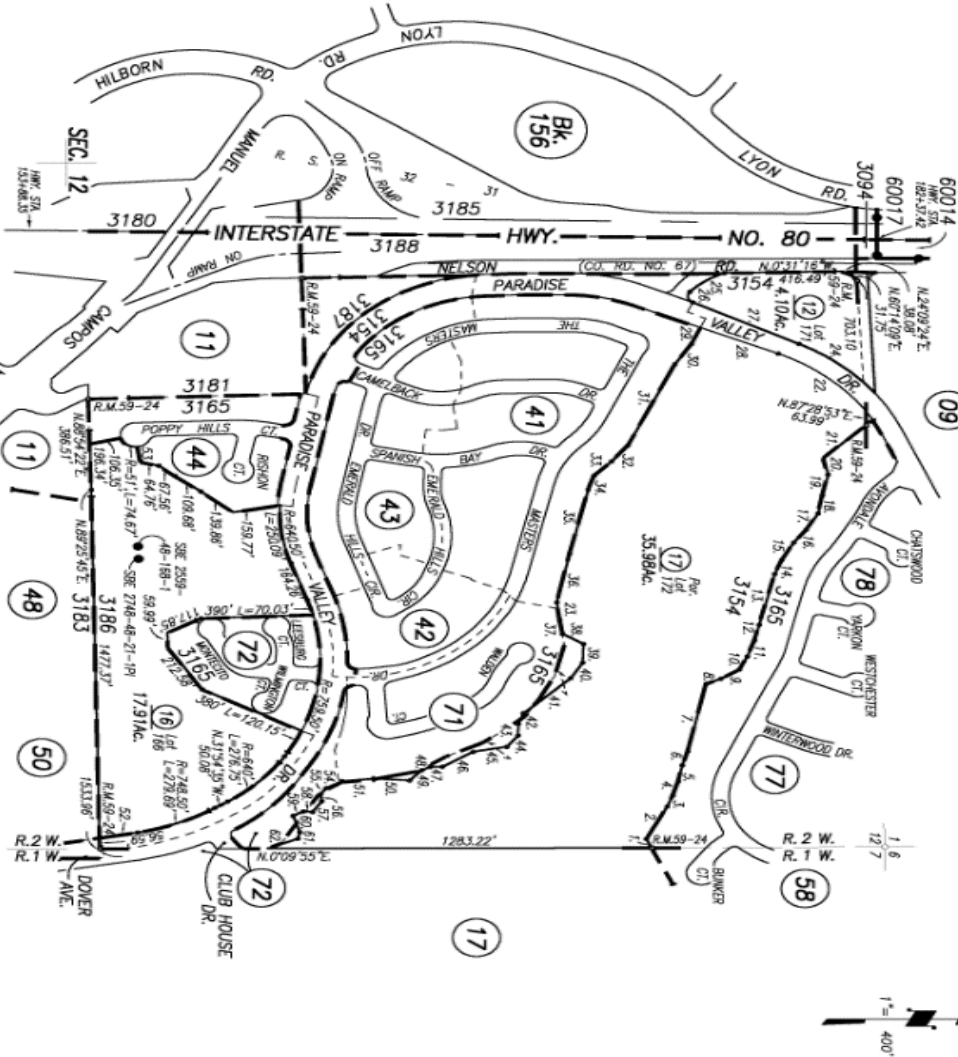
| | | | |
|------------------|---------|------------------|---------|
| 1. N 65°25'11"E | 42.42' | 32. N 49°42'20"W | 87.66' |
| 2. N 65°27'49"W | 154.47' | 33. N 45°02'40"W | 83.34' |
| 3. N 67°30'59"W | 50.04' | 34. N 45°02'40"W | 83.34' |
| 4. N 72°44'46"W | 61.07' | 35. N 45°02'40"W | 219.26' |
| 5. N 72°44'46"W | 60.69' | 36. N 77°44'W | 211.02' |
| 6. N 72°44'46"W | 61.07' | 37. N 43°19'E | 59.86' |
| 7. N 77°00'7"W | 291.81' | 38. N 31°48'30"E | 79.50' |
| 8. N 27°46'59"W | 51.21' | 39. N 87°41'30"W | 40.00' |
| 9. N 31°05'3"W | 74.26' | 40. N 87°03'W | 40.00' |
| 10. N 67°35'36"W | 60.69' | 41. N 42°52'30"W | 218.50' |
| 11. N 70°03'25"W | 72.63' | 42. N 67°35'30"W | 40.00' |
| 12. N 75°45'55"W | 68.25' | 43. N 88°51'W | 50.00' |
| 13. N 75°10'2"W | 221.20' | 44. N 51°28'W | 61.00' |
| 14. N 67°35'10"W | 65.24' | 45. N 07°25'W | 116.00' |
| 15. N 60°45'30"W | 61.16' | 46. N 31°12'30"W | 121.50' |
| 16. N 51°02'28"W | 69.49' | 47. N 02°01'W | 40.00' |
| 17. N 39°07'34"W | 72.46' | 48. N 30°34'W | 31.50' |
| 18. N 75°46'43"W | 60.69' | 49. N 49°22'W | 59.50' |
| 19. N 75°46'43"W | 60.69' | 50. N 45°30'E | 122.00' |
| 20. N 75°46'43"W | 71.18' | 51. N 41°51'W | 106.05' |
| 21. N 47°07'1"W | 198.85' | 52. N 07°00'W | 123.87' |
| 22. R-67.50' L= | 361.18' | 53. N 42°38'E | 65.89' |
| 23. N 67°59'E | 78.25' | 54. N 48°46'4"W | 62.00' |
| 24. R-289' L= | 350.78' | 55. N 35°59'W | 33.00' |
| 25. R-224' L= | 125.50' | 56. N 40°12'E | 28.60' |
| 26. R-30' L= | 50.27' | 57. N 49°08'W | 55.80' |
| 27. N 27°39'03"E | 388.64' | 58. N 4°47'E | 39.11' |
| 28. N 4°47'E | 281.50' | 59. N 47°21'W | 39.11' |
| 29. N 69°W | 72.17' | 60. N 27°01'E | 73.68' |
| 30. N 57°33'0"W | 101.85' | 61. N 29°19'W | 29.41' |
| 31. N 64°41'W | 382.81' | 62. N 27°09'W | 110.84' |

Paradise Valley West Unit No. 1, R.M. Bk. 59 Pg. 24

| | | |
|---------------|---------|----|
| 6.5-35-31 | 9-19-16 | Q |
| 100-16 S&E/PU | 6-13-16 | Q |
| 100-16 S&E/PU | 5-1-16 | Q |
| 100-16 S&E/PU | 2-10-03 | PA |
| REVISION | DATE | BY |

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD
Assessor's Map Bk. 167 Pg. 10
County of Solano, Calif.



POR. LOT 38, RANCHO TOLEMAS
POR. SEC. 12, T.5N., R.2W., M.D.B. & M. EXT.

Tax Area Code
3154
3165
3186

167-10

EXHIBIT B

DEPICTION OF PREMISES

