

Upon Recording, Return to:

DISH Wireless L.L.C.  
Attention: Lease Administration  
5701 S. Santa Fe Dr.  
Littleton, CO 80120  
**Re: PHPHL00088B**

(Space above for Recorder's Office)

#### MEMORANDUM OF TOWER CELL SITE LEASE AGREEMENT

This Memorandum of Tower Cell Site Lease Agreement ("**Memorandum**") is made as of the \_\_\_\_ day of January, 2025 by and between City of Trenton, a Government Entity ("**Landlord**"), having a place of business at 391 East State Street, Trenton, NJ 08608, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Tower Cell Site Lease Agreement ("**Agreement**") with an effective date of January 2nd, 2025 for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, has the right to grant the rights set forth in the Agreement to a certain portion of real property located at Route 1 Northbound, Trenton, NJ 08648 being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Premises**"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum as of the day and year last written below.

**LANDLORD:**

City of Trenton

By: Maria Richardson  
Name: MARIA RICHARDSON  
Its: BUSINESS ADMINISTRATOR  
Date: 12/11/2005

**TENANT:**

DISH WIRELESS L.L.C.

By: [Signature]  
Name: Richard Leitao  
SVP, National Development  
Its: DISH Wireless  
Date: 1/2/25

*[Acknowledgement pages follow. Reminder of page intentionally left blank.]*

### LANDLORD'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument of, the entity named in this instrument;  
and
- (c) executed this instrument as the act of the entity named in the instrument

\_\_\_\_\_  
(Print Name & Title Below Signature)

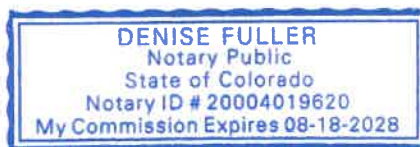
# TENANT'S ACKNOWLEDGMENT

STATE OF Colorado )  
COUNTY OF Arapahoe ) SS:

I CERTIFY that on January 2, 2004 Richard Laita personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) ~~was~~ authorized to and did execute this instrument of, the entity named in this instrument;
- and
- (c) executed this instrument as the act of the entity named in the instrument

  
(Print Name & Title Below Signature)



## **EXHIBIT A**

### **Legal Description of Property**

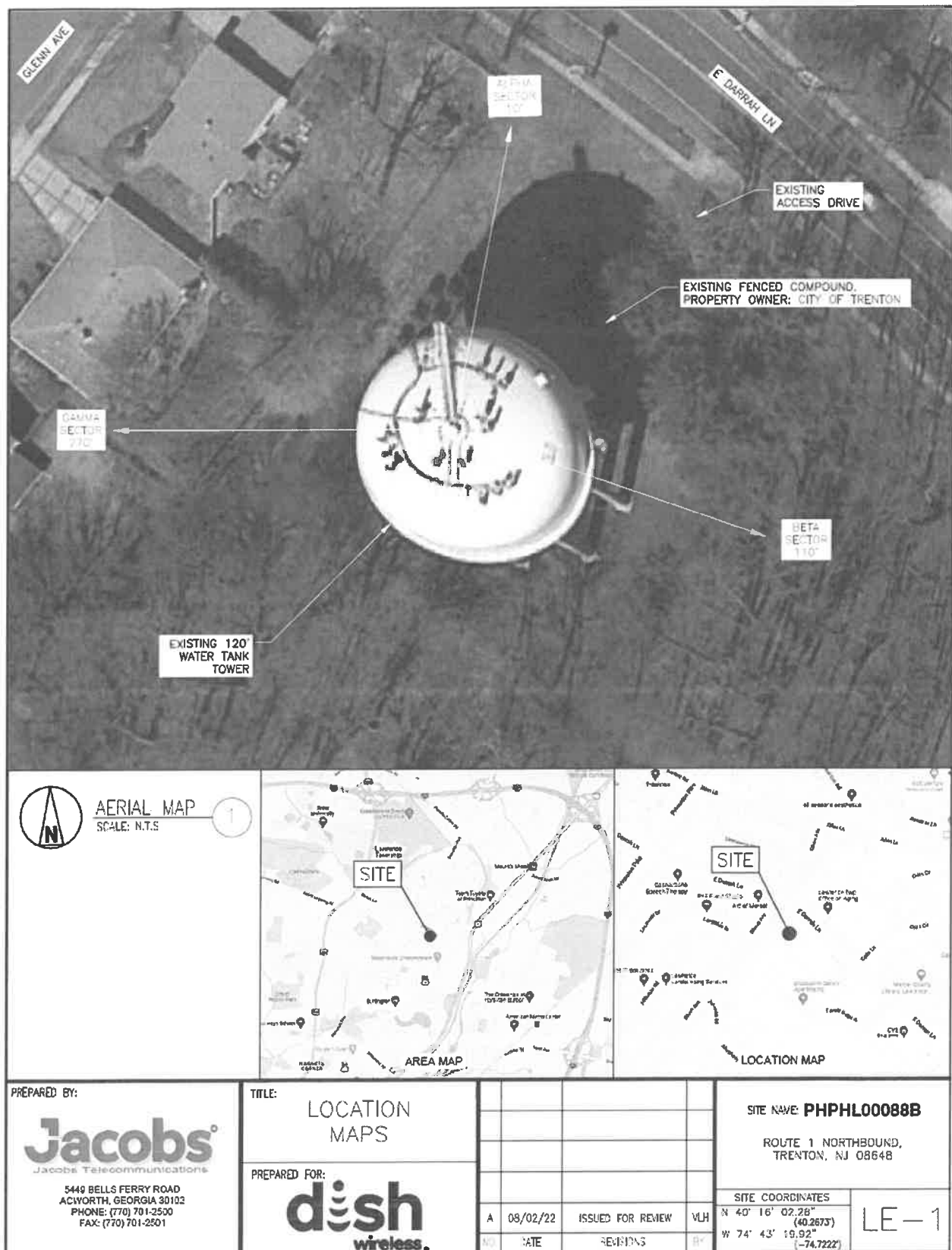
All that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Lawrence in the County of Mercer and State of New Jersey, bounded and described as follows, to wit:

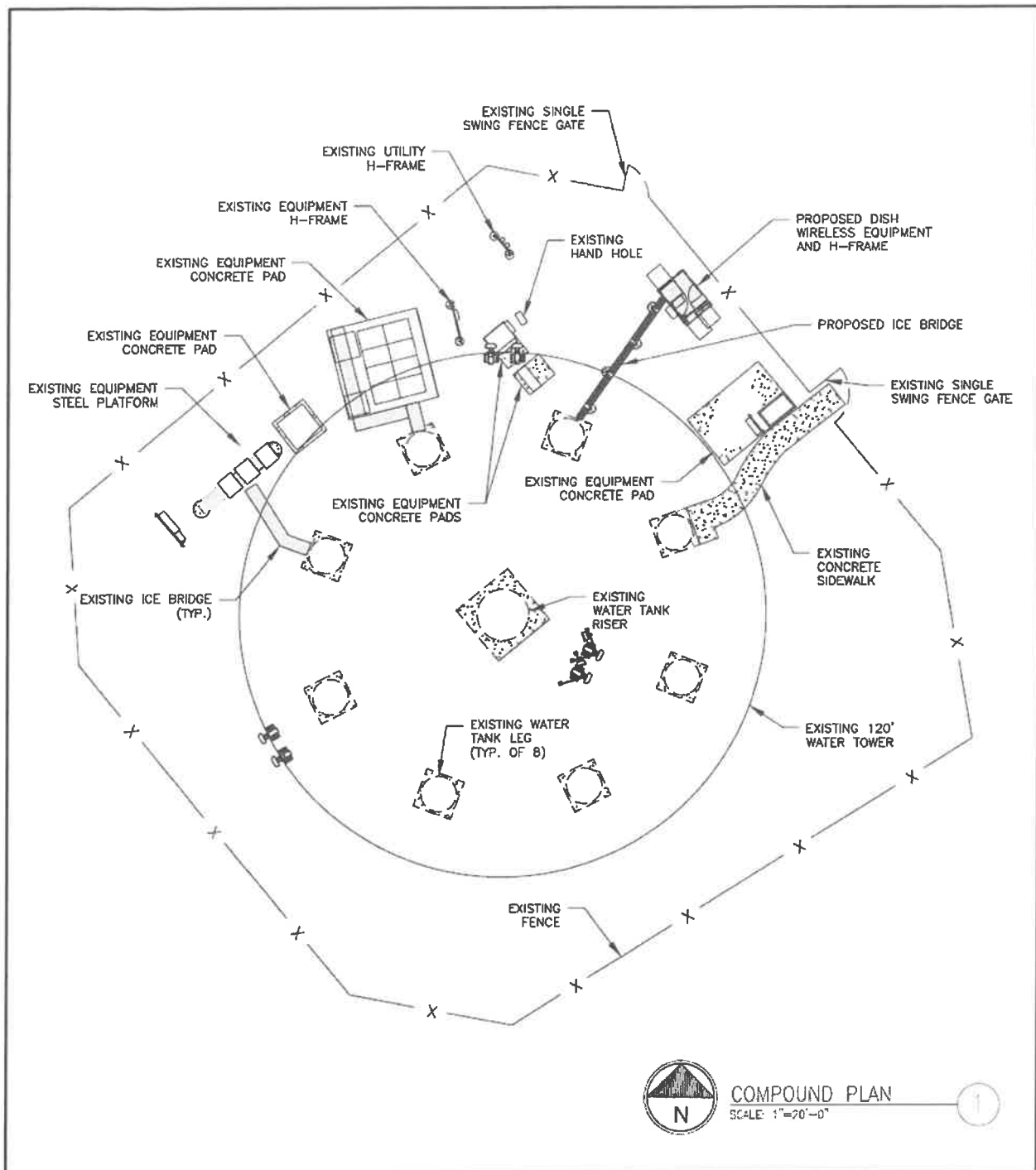
BEGINNING at a point in the southwesterly line of Kline Avenue, distant twelve hundred (1200) feet northwesterly from the intersection of the said line of Kline Avenue with the northwesterly line of Brunswick Pike, and running thence (1) North 41 degrees 26 minutes West, along the southwesterly line of Kline Avenue one hundred seventy four and thirty-seven one-hundredths (174.37) feet to a point; thence (2) South 43 degrees 21 minutes 40 seconds West, two hundred forty-three and forty-nine one-hundredths (243.49) feet to a point; thence (3) South 41 degrees 28 minutes East, one hundred fifty-two and forty-two one-hundredths (152.42) feet to a point; thence (4) North 48 degrees 32 minutes East, two hundred forty-two and five tenths (242.5) feet to the point and place of beginning.



## **EXHIBIT B**

### **Site Plan**

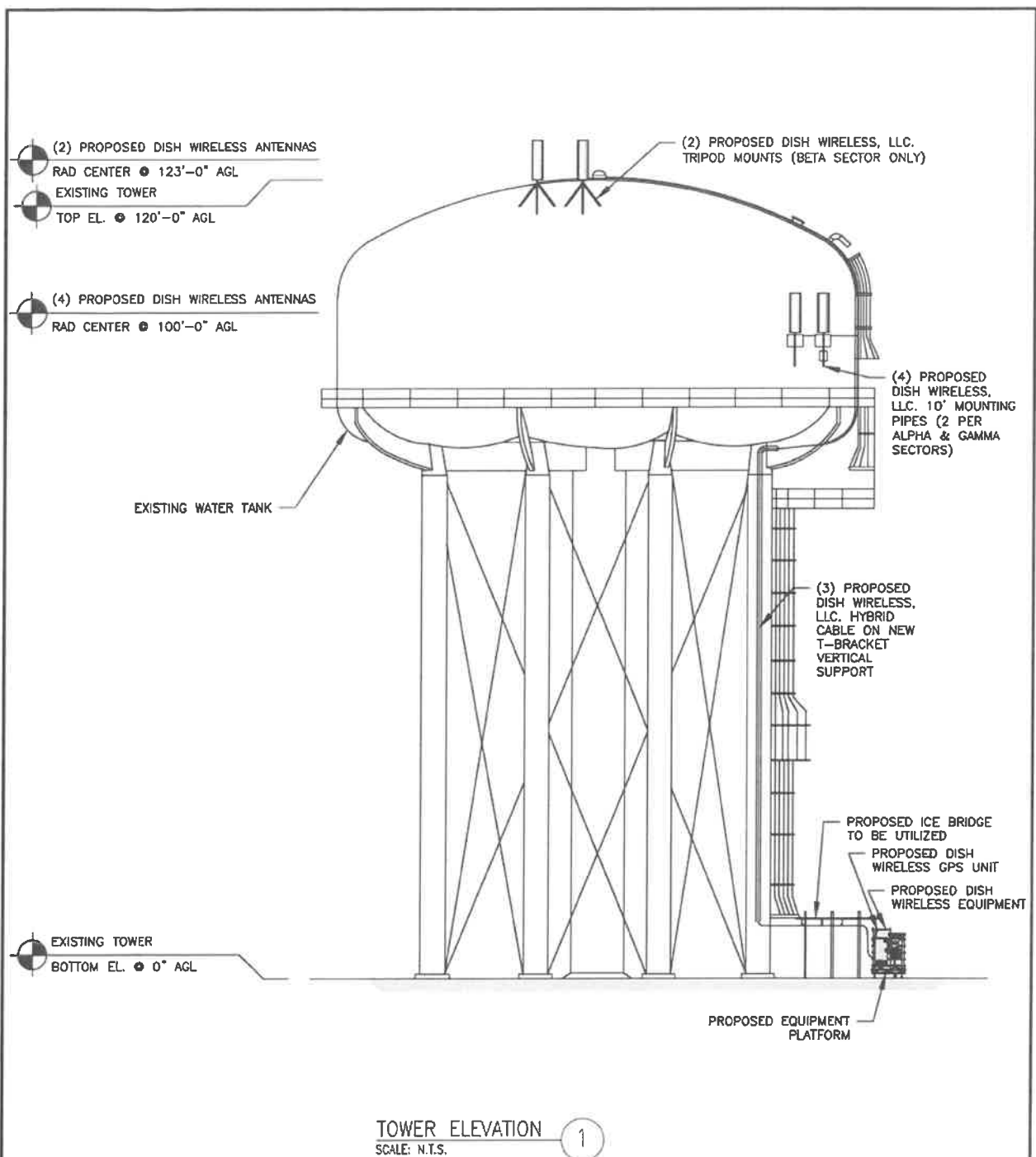
(Please see the following pages.)



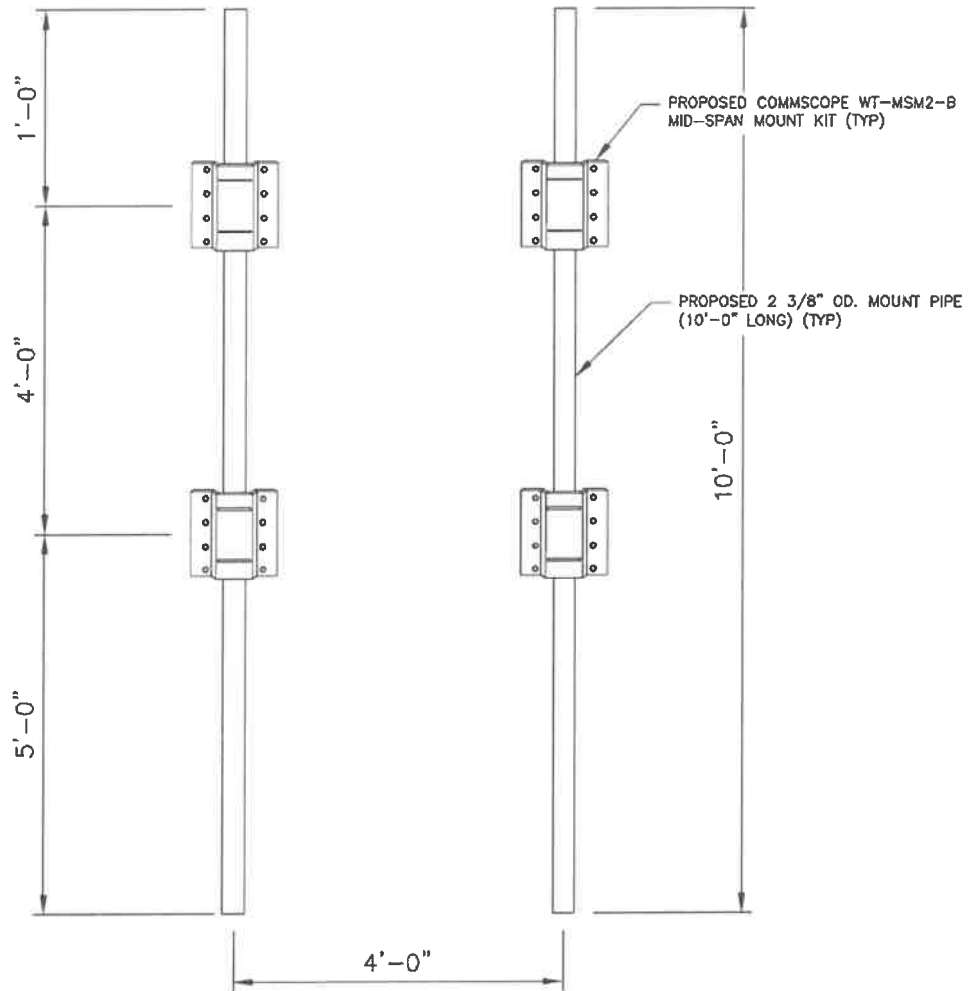


<div>PREPARED BY:</div> <div><div>Jacobs Telecommunications</div></div> <div>5449 BELLS FERRY ROAD ACWORTH, GEORGIA 30102 PHONE: (770) 701-2500 FAX: (770) 701-2501</div>	TITLE:				SITE NAME: <b>PHPHL00088B</b>		
	COMPOUND PLAN						
	PREPARED FOR:				ROUTE 1 NORTHBOUND, TRENTON, NJ 08648		
							
		A	08/02/22	ISSUED FOR REVIEW	VLH	SITE COORDINATES N 40° 16' 02.28" (40.2673°) W 74° 43' 19.92" (-74.7222°)	LE-2
		NO	DATE	REVISIONS	BY		





PREPARED BY:  Jacobs Telecommunications 5449 BELLS FERRY ROAD ACWORTH, GEORGIA 30102 PHONE: (770) 701-2500 FAX: (770) 701-2501	TITLE: TOWER ELEVATION  PREPARED FOR: 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">NO.</td> <td style="width: 15%;">DATE</td> <td style="width: 40%;">REVISIONS</td> <td style="width: 40%;">BY</td> </tr> <tr> <td>A</td> <td>08/02/22</td> <td>ISSUED FOR REVIEW</td> <td>VLH</td> </tr> </table>	NO.	DATE	REVISIONS	BY	A	08/02/22	ISSUED FOR REVIEW	VLH	SITE NAME: <b>PHPHL00088B</b>  ROUTE 1 NORTHBOUND, TRENTON, NJ 08648  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SITE COORDINATES</td> <td rowspan="2" style="width: 50%; vertical-align: middle; font-size: 2em;">LE-3</td> </tr> <tr> <td>           N 40° 16' 02.28"            (40.2673°)            W 74° 43' 19.92"            (-74.7222°)         </td> </tr> </table>	SITE COORDINATES	LE-3	N 40° 16' 02.28" (40.2673°) W 74° 43' 19.92" (-74.7222°)
NO.	DATE	REVISIONS	BY											
A	08/02/22	ISSUED FOR REVIEW	VLH											
SITE COORDINATES	LE-3													
N 40° 16' 02.28" (40.2673°) W 74° 43' 19.92" (-74.7222°)														



ANTENNA MOUNT  
SCALE: N.T.S.

1

PREPARED BY:

**Jacobs**  
Jacobs Telecommunications

5440 BELLS FERRY ROAD  
ACWORTH, GEORGIA 30102  
PHONE: (770) 701-2500  
FAX: (770) 701-2501

TITLE:

ANTENNA MOUNT

PREPARED FOR:

**dish**  
wireless.

SITE NAME: **PHPHL00088B**

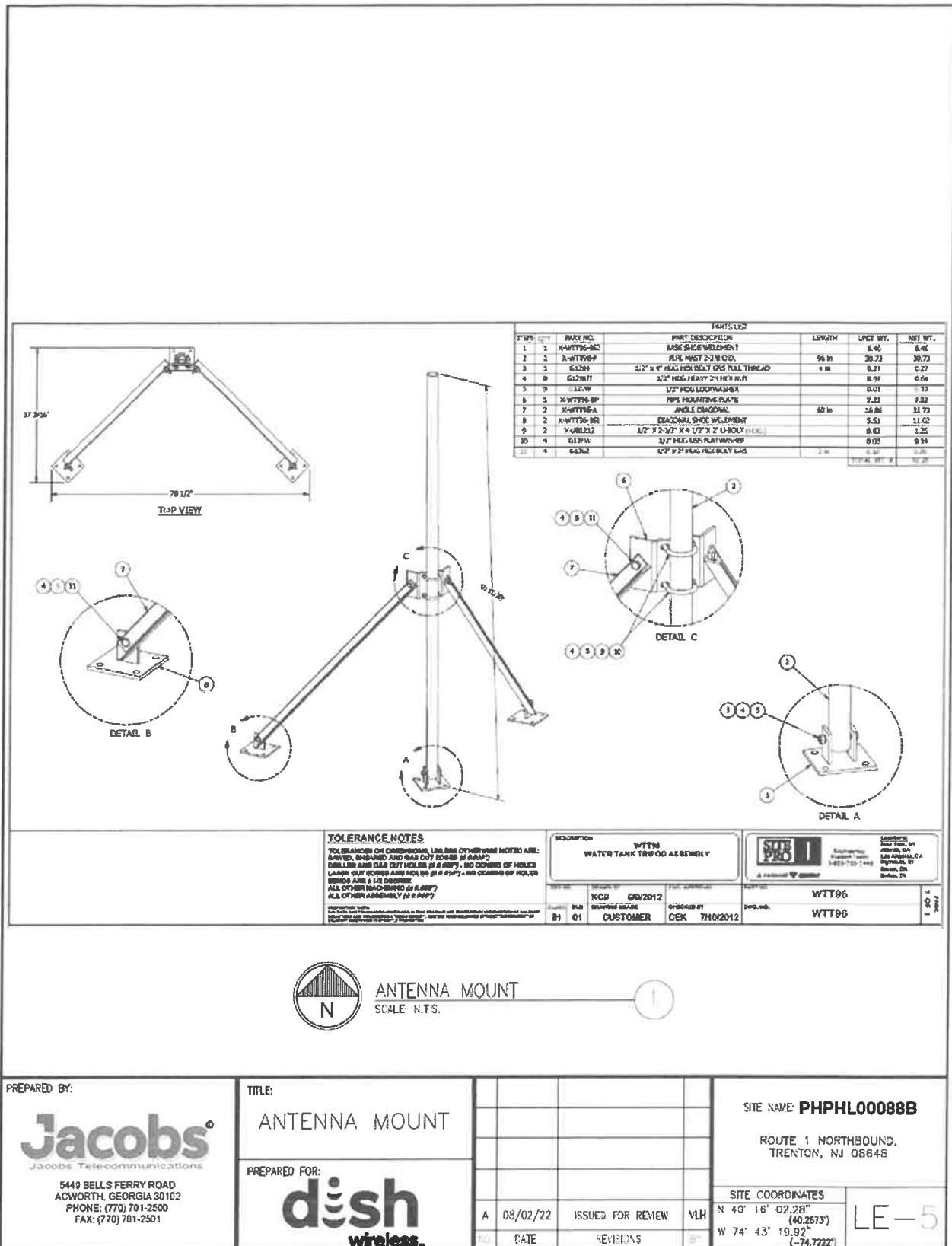
ROUTE 1 NORTHBOUND,  
TRENTON, NJ 08648

SITE COORDINATES

N 40° 16' 02.28"  
(40.2673)  
W 74° 43' 19.92"  
(-74.7222)

LE-4

NO.	DATE	REVISIONS	BY
A	08/02/22	ISSUED FOR REVIEW	VLH



PREPARED BY: <b>Jacobs</b> Jacobs Telecommunications 5442 BELLS FERRY ROAD ACWORTH, GEORGIA 30102 PHONE: (770) 701-2500 FAX: (770) 701-2501	TITLE: ANTENNA MOUNT			SITE NAME: <b>PHPHL00088B</b> ROUTE 1 NORTHBOUND, TRENTON, NJ 08648
	PREPARED FOR: <b>dish</b> wireless.	A 08/02/22 ISSUED FOR REVIEW VLH NO DATE REVISIONS 8"	SITE COORDINATES N 40° 18' 02.28" (40.2873) W 74° 43' 19.92" (-74.7222)	

SITE NUMBER: PHPHL00088B  
 MARKET: Philadelphia



## Authorization Agreement for Automated Deposits & Credits

I hereby authorize and request **DISH Wireless L.L.C.** ("Company") to make payment of any amounts owed to me by initiating credit entries to my account at the Bank indicated below ("Bank"). I hereby authorize and request Bank to accept any credit entries initiated by Company and to credit all such entries to my account without liability for the correctness of the entries.

It is understood and agreed that I may terminate this agreement at any time upon three business day's prior written notice to Company or Bank. Notification to Company or Bank shall be effective upon receipt.

I understand and agree that if an erroneous credit is made to my account, that Company and Bank are authorized to stop payment, reverse the entry or make any adjustments necessary to my account to correct the erroneous entry.

<b>DISH 5G Site ID:</b>	
<b>Landlord Entity Name:</b>	
<b>Rent Payee Name:</b> <i>(if different from Landlord entity)</i>	
<b>Address:</b>	
<b>Signed:</b>	
<b>Printed Name:</b>	
<b>Date:</b>	
<b>Remittance Email Address:</b>	

**DISH requires a letter from your banking institution with the following information in order to process electronic payments:**

- Information must be provided on Bank letterhead
- Account Name and Address
- Bank Name
- Bank Routing Number
- Bank Account Number
- Letter must include a wet or electronic signature from a bank representative

Please note that we are unable to accept the following documents in lieu of a bank letter:  
voided checks, wiring instructions, direct deposit authorization forms, etc.

Email completed document to [Landlordrelations@Dish.com](mailto:Landlordrelations@Dish.com) -or- mail to:

**Dish Wireless L.L.C.**  
ATTN: Lease Administration  
5701 S. Santa Fe Drive  
Littleton, CO 80120

## TOWER CELL SITE LEASE AGREEMENT

This Tower Cell Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between City of Trenton, a Government Entity having a place of business at 319 East State Street, Trenton NJ 08608 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

### WITNESSETH:

#### 1. Definitions.

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

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

“**Cable Space**” means the additional leased ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Tower Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property.

“**Equipment Space**” means the leased ground space where cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

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

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

“**Property**” means that certain parcel of real property upon which the Tower and Ground Space are located.

“**Tower**” means the structure located on the Property upon which Tenant’s antennas, radios, and related communication equipment are mounted, but does not include the ground space used for the placement of cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Tower Space**” means that portion of the Tower designated for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes, and/or related equipment, which will be comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower.

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

2.1 Premises. Landlord has the right to grant the rights set forth in this Agreement as they pertain to the Property located at Route 1 Northbound, Trenton NJ 08648 as more particularly described in Exhibit A, attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) a portion of Landlord's Tower located on the Property for the installation of Tenant's Equipment in the Tower Space; (ii) approximately 35 square feet of ground space ("**Ground Space**") for Tenant's use as Equipment Space; and (iii) additional space on the Property to be used as Cable Space. The Tower Space, Ground Space, Equipment Space and Cable Space are collectively referred to as the "**Premises**" and are depicted on the drawings attached hereto and incorporated herein as Exhibit B. Tenant shall have the right, but not the obligation, to prepare a survey of the Property, Tower Space, Equipment Space, Ground Space, Cable Space, and/or the Easements (as defined below) and said survey may, at Tenant's election, replace Exhibit B. Promptly following Tenant's request, Landlord shall provide Tenant any existing surveys of the Premises in Landlord's possession.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1<sup>st</sup>) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, not to renew the lease at the end of the then-current term by giving Landlord written Notice at least ninety days (90) days prior to the end of the then-current term. The Parties agree that each Party has vested rights hereunder and that this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the "**Term**".

2.3 Rent. Beginning on the Commencement Date, and for each month thereafter during the Term, Tenant shall pay to Landlord rent for the Premises ("**Rent**") in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the annual amount of \$44,000 and 00/100 Dollars (\$44,000.00), to be paid in equal monthly installments. All payments shall be made on or before the first day of the applicable month, at such places as may be designated in writing from time to time by Landlord at least thirty (30) days in advance of the first affected payment, except that all payments due hereunder for any fractional calendar month shall be prorated based upon the number of days during said month that the payment obligation was in force (collectively, the "**Payment Terms**"). The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Section 2.3, Tenant's obligation to pay Rent or any other amount due hereunder is contingent upon Tenant's receipt of an IRS approved W-9 form setting forth the tax identification number of Landlord (or of the person or entity to whom Rent is to be made payable, if applicable). Upon the commencement of each Renewal Term, the Rent shall be automatically increased by 4 percent (4%) of the then-current Rent.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory structural analysis showing that the Tower is suitable for Tenant's Permitted Use ("**Structural Analysis**"); and (b) 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 Governmental Approvals promptly following the Effective Date. Landlord hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Landlord shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals; and (z) take no action that would adversely affect Tenant's ability to obtain Governmental Approvals. Prior to the Commencement Date, if: (i) a structural analysis shows that the Tower is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and

commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the “**Contingencies**”), Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents or lenders. If this Agreement is terminated in accordance with this Section 2.4, this Agreement shall be of no further force or effect (except as set forth to the contrary herein). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days’ written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders.

### 3. Use, Access and Installation.

3.1 Tenant’s Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property (collectively, “**Tenant’s Equipment**”), which shall include the right, subject to Section 3.3 below, to replace, repair, add, or otherwise modify Tenant’s Equipment or any portion thereof and the frequencies over which Tenant’s Equipment operates (“**Tenant’s Permitted Use**”). Promptly following Tenant’s request, Landlord shall provide the most recent structural analysis (if any) in Landlord’s possession to facilitate Tenant or its designee’s production of a Structural Analysis. Landlord hereby grants permission to Tenant to install, maintain and operate on the Property the Tenant’s Equipment set forth in Exhibit C, attached hereto and incorporated herein by reference.

3.2 Access. The Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant: (i) the right of ingress and egress to the Property and the Premises; (ii) access to the Property from all public streets within and bordering the Property; and (iii) access to the Property from any and all public right-of-way(s) adjacent to the Property and the Premises.

3.3 Installation of Tenant’s Equipment. Following Tenant’s initial Installation, Tenant shall be permitted to: (i) modify or add additional frequencies or technologies; and (ii) replace, modify or add equipment within the Premises (as long as doing so does not cause a material adverse effect on the structural integrity of the Tower); in either case, without incurring any increase in the then-current Rent or other modification of the terms and conditions set forth in this Agreement.

### 4. Utilities and Liens.

4.1 Utilities. Tenant shall be solely responsible for cost of the electrical utilities used to power Tenant’s Equipment. Tenant may, but is not obligated to, have its own utility meter installed in a mutually agreed upon location, and will request that Tenant’s utility usage is billed directly to Tenant by the applicable utility company. If separate metering is not commercially reasonable (as determined by Tenant), then Tenant may install a utility sub meter on Landlord’s main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant’s utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. If Tenant installs a sub meter, then Tenant’s actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within sixty (60) days following Tenant’s receipt of an undisputed invoice and documentation substantiating all invoiced amounts. Landlord grants to Tenant and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be reasonably necessary for utilization of Tenant’s Equipment at the Premises (“**Easement**”). The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, may utilize the Easements. If required by any such third-party provider, Landlord agrees to execute a separate recordable document or other reasonable documentation evidencing such rights without the payment of additional consideration. The Parties acknowledge and agree that Tenant may wish to obtain real property rights or interests from third-parties and, if requested, Landlord shall promptly provide commercially reasonable assistance

to Tenant with respect to obtaining such rights. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available; and (b) the right to install such fiber services on, through, over and/or under the Property in available conduit. It is expressly acknowledged and agreed that independent third party providers of utility services, including, but not limited to, fiber, may utilize the Easements and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. In the event that the existing electric, gas, telephone, cable or fiber utility sources located on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property as is necessary for Tenant's Permitted Use, provided that the location of such utilities shall be mutually agreed upon by Landlord and Tenant prior to the commencement of installation thereof. The Easements are depicted on the drawings attached hereto and incorporated herein as Exhibit B.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be 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) 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.

## 5. Interference and Structure Damage.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with the electronic equipment, operations of, or other telecommunications equipment installed at the Property as of the Effective Date. Following Tenant's Installation, Landlord agrees not to install or to permit others to install any structure or equipment which would block or otherwise interfere with any transmission or reception by Tenant's Equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier or otherwise ("**Interference**")). If Interference continues for a period more than seventy-two (72) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating and/or relocate the source of Interference or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. Landlord represents, warrants and covenants that all leases, subleases, or other agreements entered into by Landlord or any Affiliate of Landlord for the installation of equipment used for any service utilizing in whole or in part the transmission or reception of any radio frequency(ies) at the Property contain or will contain language prohibiting interference to any then pre-existing use of the Property. The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 5.1, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

5.2 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Tower is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Tower cannot be restored, or rebuilt, by Landlord within thirty (30) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion); then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Tower as soon as possible under the circumstances, but in all cases within ten (10) days following Landlord's discovery of such condition. In the event Tenant does not elect to terminate this Agreement, then Landlord shall promptly commence and diligently pursue to completion the restoration or repair of the Tower in accordance with prevailing tower industry standards, at Landlord's sole cost and expense. If such restoration or repair cannot reasonably be



undertaken without moving Tenant's Equipment, then, at Landlord's sole cost and expense, Tenant may remove Tenant's Equipment from the Tower, thereafter replacing Tenant's Equipment on the Tower as soon as reasonably possible. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith, and to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

## 6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Tower. Landlord represents and warrants that: (i) its operation of the Tower and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Tower and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent (email being sufficient).

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

## 7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "**Equipment Removal Period**") in each case in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed on the Commencement Date, normal wear and tear excepted, together with all additions, alterations and improvements thereto provided, however, that Tenant shall have no obligation to remove any Tenant's Equipment or other objects that are below the surface of the Property (such as cables) or any concrete or equivalent installation pad. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period, provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until such time as Tenant removes Tenant's Equipment from the Premises in accordance with this Section 7.1. Nothing herein, however, shall prohibit Tenant from accessing the Premises of removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Equipment.

7.2 Holding Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to one hundred twenty-five percent (125%) of the monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such holding over.

## 8. Default, Remedies and Termination.

8.1 Default. If any one (1) or more of the following events (each, an "**Event of Default**") occurs during the Term, then the non-defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity: (a) a Party's failure to make any payment required by this

Agreement within thirty (30) days after such Party's receipt of written Notice from the other Party of such failure to pay; (b) failure by either Party to observe or perform any of the covenants or other provisions of this Agreement to which either Party is bound by this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently pursues it to conclusion; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies and Termination. Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity. Further, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

## 9. Limitation of Liability and Indemnification.

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

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

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

generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances (as defined in Section 11) 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 its employees, agents, customers/invitees or contractors. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

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

## **10. Insurance.**

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage: (i) Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (ii) such other insurance policies as may be deemed normal and customary for substantially similar properties, including, without limitation, coverage for loss of rent. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required to be maintained by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

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

**11. Representations and Warranties.** Landlord represents, warrants and covenants that: (a) Landlord has good and sufficient title and interest to the Premises, whether by ownership, license, lease or otherwise and has the right to grant the rights set forth in this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to or interest in the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Property and the Premises are in good repair

and suitable for Tenant's Permitted Use; (e) in the event a third party other than Landlord owns or controls any rights to, or Landlord subleases any portion of the Property, Landlord has obtained all rights necessary to enter into this Agreement; and (f) Landlord has not and shall not cause, knowingly permit or, fail to remediate in accordance with Applicable Law (at Landlord's sole cost and expense) any hazardous substance (as such phrase is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("**Hazardous Substance**")) to be placed, stored, treated, released, spilled, transported or disposed of on, under, at or from the Property in violation of any applicable environmental laws during the term of this Agreement. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the 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.

Tenant and Landlord each represent, warrant and covenant to the other Party that: (i) it is a duly constituted organization (corporation, limited partnership, limited liability company, partnership, non-profit corporation, etc.) in good standing in its State of organization and qualified to do business in the State in which the Premises is located to the extent required by Applicable Law; (ii) it has filed all forms, reports, fees and other documents necessary to materially comply with Applicable Laws as and when due; (iii) it has all rights, power and authority necessary to enter into and to execute and deliver this Agreement and to perform its obligations (and in the case of Landlord grant any rights) hereunder; (iv) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby or thereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it or any of its Affiliates are subject; and (v) the transaction contemplated by this Agreement does not require the consent of any other party, will not result in a breach of or default under any third party agreement, and will not otherwise cause any such third party agreement to cease to be legal, valid, binding, enforceable and in full force and effect.

## **12. Miscellaneous.**

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; (iii) any entity in which Tenant or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 12.1 requiring consent and Landlord shall have no right to delay, alter or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Tenant as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Tenant shall be considered an assignment under this Section 12.1 requiring Landlord's consent, and Landlord shall have no right to delay, alter or impede any of the foregoing transactions.

12.2 Rights Upon Sale of Premises or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. At Landlord's option, this Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to

time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such Mortgage; and (b) may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

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

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, 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 of any kind.

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

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. Landlord and Tenant acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12.9 Person; Gender; Number; Section Headings. As used in this Agreement, the word "person" means and includes, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

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

12.11 Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise.

12.12 Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and must be sent by US first-class certified mail, postage prepaid (for notices or requests sent to Landlord), or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address(es) set forth below, or such other address(es) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The receipt of such Notice (in the case of delivery by US first-class certified mail or by overnight courier service) will constitute the giving thereof.

**If to be given to Landlord:**

City of Trenton  
Attn: Director of Purchasing  
319 East State Street  
1st Floor  
Trenton, New Jersey 08608

**If to be given to Tenant:**

DISH Wireless L.L.C.  
Attn: Lease Administration (PHPHL00088B)  
5701 South Santa Fe Drive  
Littleton, Colorado 80120

**and**

City of Trenton  
Attn: Business Administrator  
319 East State Street  
Trenton, New Jersey 08608

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or

existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

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

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

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

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

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

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

**LANDLORD:**

City of Trenton

By: Maria Richardson  
Name: MARIA RICHARDSON  
Its: BUSINESS ADM.  
Date: 12/11/2024

**TENANT:**

DISH WIRELESS L.L.C.

By: [Signature]  
Name: Richard Leitao  
Its: SVP, National Development  
Date: DISH Wireless 1/2/25



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

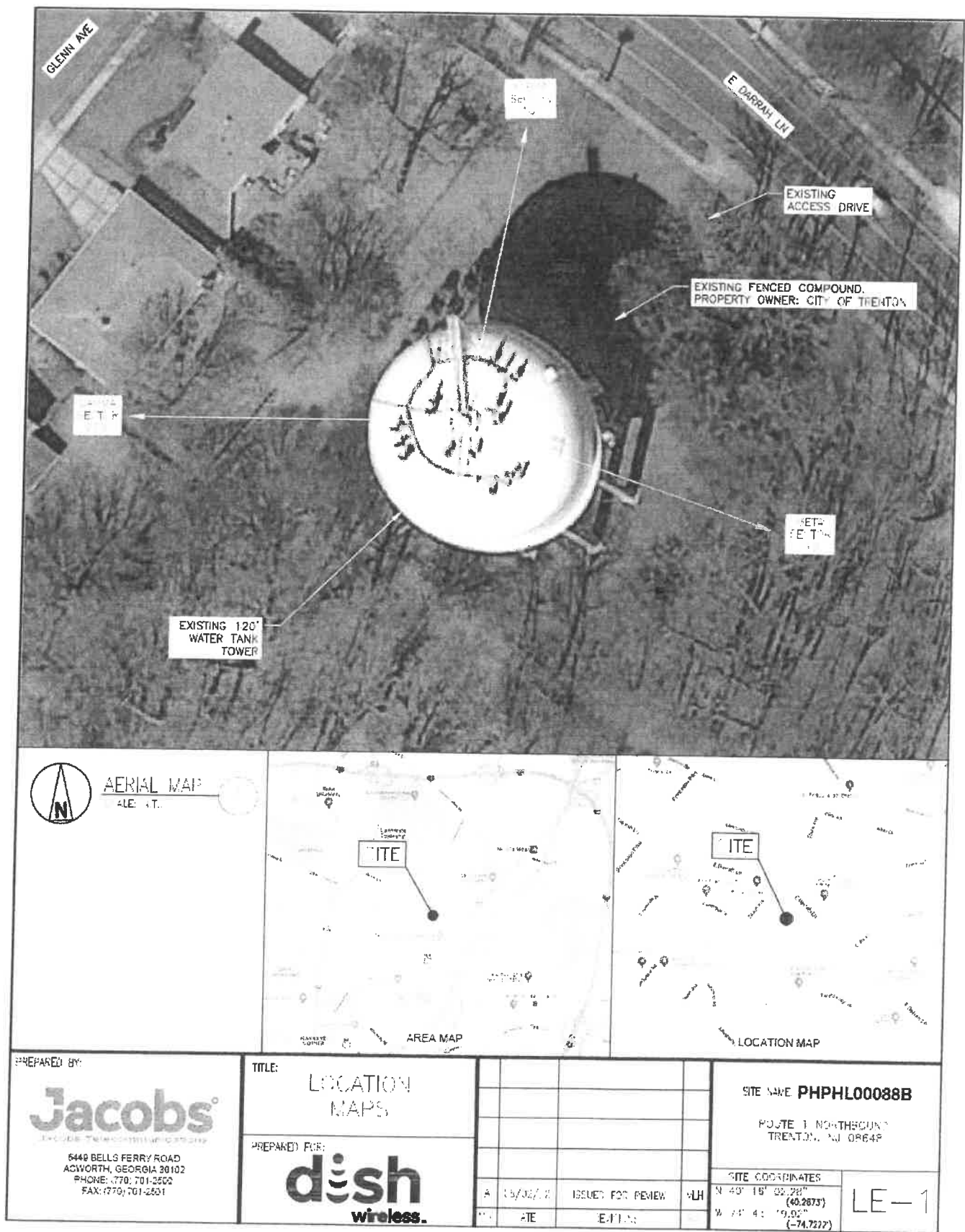
All that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Lawrence in the County of Mercer and State of New Jersey, bounded and described as follows, to wit:

BEGINNING at a point in the southwesterly line of Kline Avenue, distant twelve hundred (1200) feet northwesterly from the intersection of the said line of Kline Avenue with the northwesterly line of Brunswick Pike, and running thence (1) North 41 degrees 26 minutes West, along the southwesterly line of Kline Avenue one hundred seventy four and thirty-seven one-hundredths (174.37) feet to a point; thence (2) South 43 degrees 21 minutes 40 seconds West, two hundred forty-three and forty-nine one-hundredths (243.49) feet to a point; thence (3) South 41 degrees 28 minutes East, one hundred fifty-two and forty-two one-hundredths (152.42) feet to a point; thence (4) North 48 degrees 32 minutes East, two hundred forty-two and five tenths (242.5) feet to the point and place of beginning.

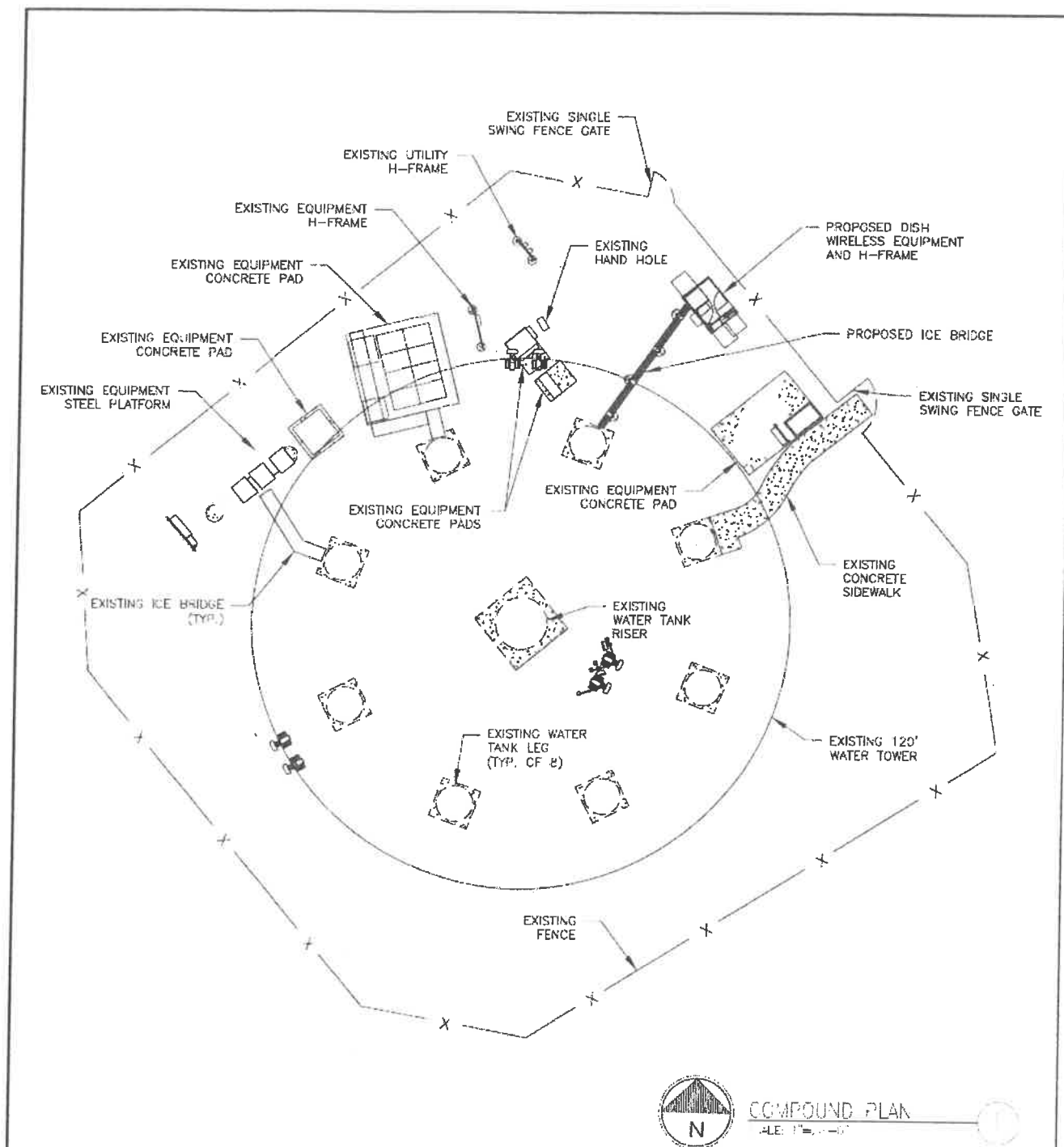
EXHIBIT B

SITE PLAN

(Please see the following pages.)



Site Number: PHPHL00088B  
Market: Philadelphia



PREPARED BY:

**Jacobs**  
Jacobs Telecommunications

5445 BELLS FERRY ROAD  
ACWORTH, GEORGIA 30102  
PHONE: (770) 701-2500  
FAX: (770) 701-2501

TITLE

COMPOUND PLAN

PREPARED FOR:

**dish**  
wireless.

SITE NAME: **PHPHL00088B**

ROUTE 1 NORTHBOUND,  
TRENTON, NJ 08646

SITE COORDINATES

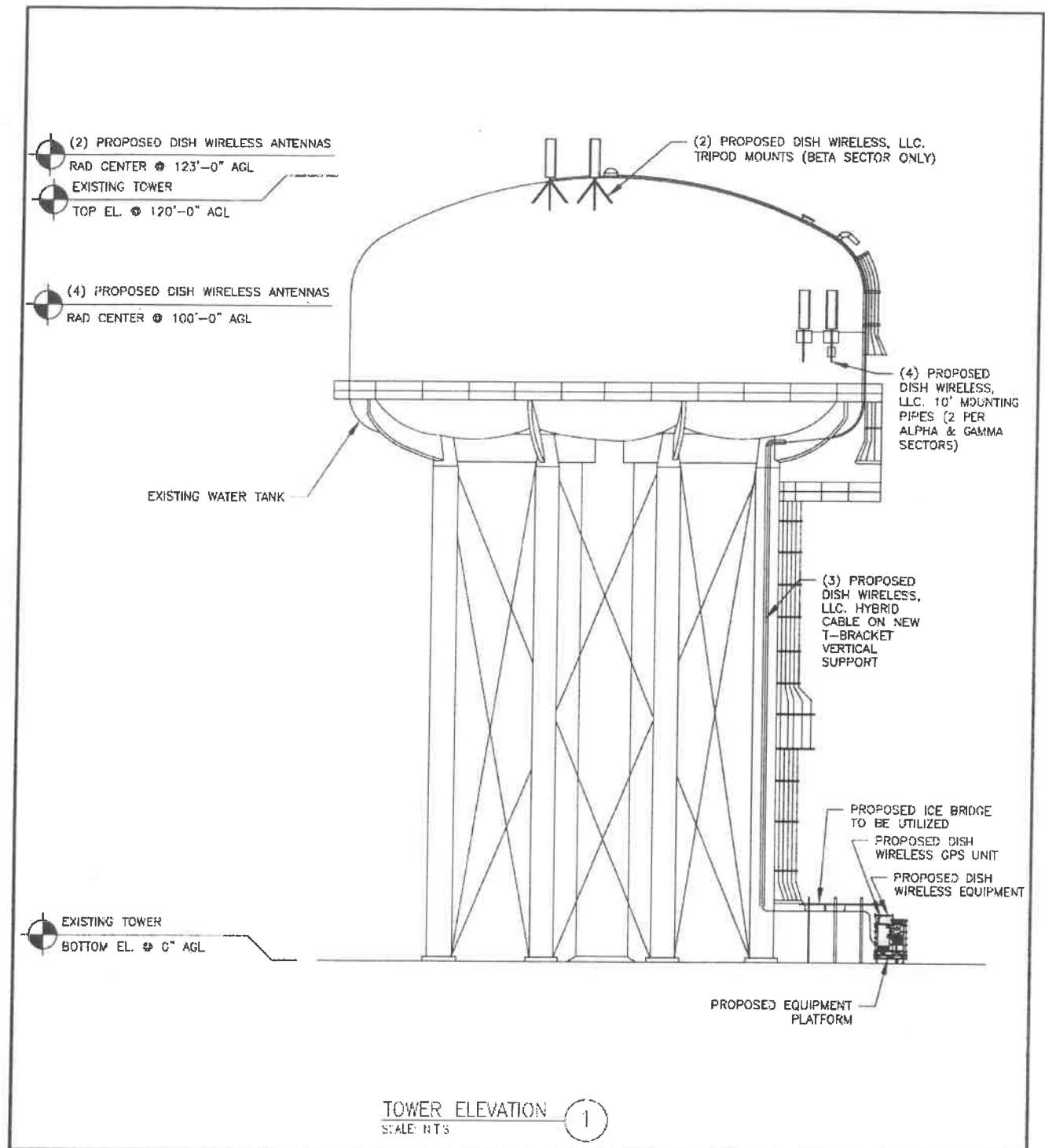
N 43° 15' 02.28"  
(40,2673)  
W 74° 43' 19.92"  
(-74,7222)

LE-2

Site Number: PHPHL00088B  
Market: Philadelphia

16

Confidential & Proprietary  
Lease Version: 1.0

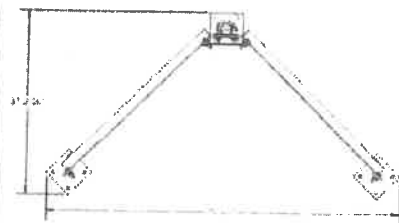


PREPARED BY:  Jacobs Telecommunications 5440 BELLS FERRY ROAD ACWORTH, GEORGIA 30102 PHONE: (770) 701-2500 FAX: (770) 701-2501	TITLE: <b>TOWER ELEVATION</b>			SITE NAME: <b>PHPHL00088B</b> ROUTE 1 NORTHBOUND, TRENTON, NJ 08648	
	PREPARED FOR: 	A 08/02/22 H.D. DATE REVISIONS	ISSUED FOR REVIEW VLH BY	SITE COORDINATES N 40° 16' 02.28" (40.2673) W 74° 43' 19.92" (-74.7222)	

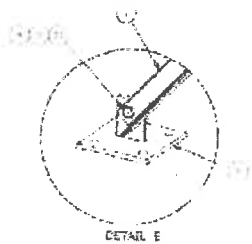
Site Number: PHPHL00088B  
 Market: Philadelphia



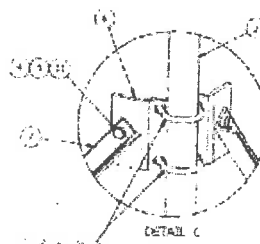
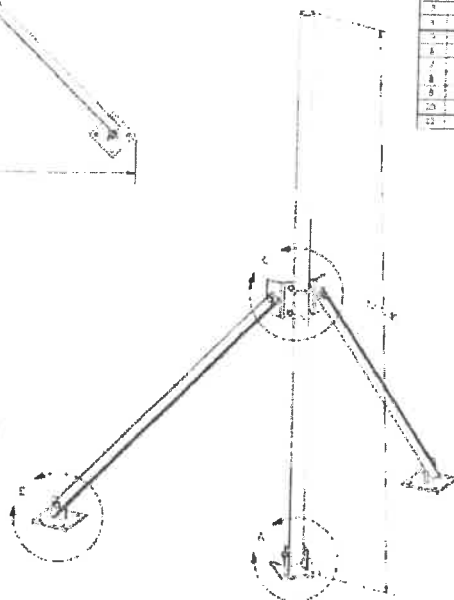
1



Top View



DETAIL E



DETAIL C



DETAIL A

ITEM	DESCRIPTION	QTY	UNIT	REMARKS
1	BASE PLATE	1	PCB	
2	LEG	3	PCB	
3	CENTRAL SUPPORT	1	PCB	
4	FASTENER	12	PCB	
5	FASTENER	12	PCB	
6	FASTENER	12	PCB	
7	FASTENER	12	PCB	
8	FASTENER	12	PCB	
9	FASTENER	12	PCB	
10	FASTENER	12	PCB	
11	FASTENER	12	PCB	
12	FASTENER	12	PCB	

#### TOLERANCE NOTES

TOLERANCES ON DIMENSIONS UNLESS OTHERWISE NOTED ARE:  
 FRACTIONS: ±0.005  
 DECIMALS: ±0.005  
 DIMENSIONS IN PARENTHESES ARE HOLE DIA.  
 DIMENSIONS IN PARENTHESES ARE HOLE DIA.  
 DIMENSIONS IN PARENTHESES ARE HOLE DIA.  
 DIMENSIONS IN PARENTHESES ARE HOLE DIA.  
 DIMENSIONS IN PARENTHESES ARE HOLE DIA.

DESCRIPTION: WTT96  
 WATER TANK TROD ASSEMBLY



ANTENNA MOUNT  
 SCALE: NTS

PREPARED BY:

**Jacobs**  
 Jacobs Engineering Group, Inc.

6448 BELLS FERRY ROAD  
 ACWORTH, GEORGIA 30102  
 PHONE: (770) 701-2520  
 FAX: (770) 701-2501

TITLE:

ANTENNA MOUNT

PREPARED FOR:

**dish**  
 wireless.

SITE NAME: PHPHL00088B

ROUTE 1 NORTHBOLD  
 TRENTON, NJ 08649

SITE COORDINATES  
 N 40° 10' 00.00"  
 (40.2673)  
 W 74° 43' 00.00"  
 (-74.7222)

LE-5