

ROOFTOP OPTION AND LEASE AGREEMENT

This Rooftop Option and Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between 234 Suydam Avenue Urban Renewal LLC, a New Jersey limited liability company, having a place of business at 130 Monitor Street, Jersey City, NJ 07304 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

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

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

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

"**Installation**" means the installation of Tenant's Equipment on the Premises.

"**Permitted Modifications**" means adding, removing, replacing, upgrading, or modifying Tenant's Equipment within the Premises.

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

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

2.1 **Premises.** Landlord is the owner of the Property located at 218-240 Suydam Avenue, Jersey City, NJ 07304, commonly known as, 234 Suydam Ave Jersey City, New Jersey 07304, as more particularly described in Exhibit A ("Property"), attached to and incorporated herein. If Tenant exercises its Option (defined in Section 2.2 below), then Tenant's lease area will consist of: (i) approximately forty (40) square feet of space for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios and/ or nodes (the "**Antenna Space**"); (ii) approximately forty (40) square feet of space for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of communications equipment (the "**Equipment Space**"); and (iii) additional space within and on the Structure and/or the roof of the Structure 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, Antenna Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located within the Structure or on the Property (the "**Cable Space**"). The Antenna Space, the Equipment Space and the Cable Space are collectively referred to as the "**Premises**" and are depicted on the site plan attached hereto and incorporated herein as Exhibit B. Tenant shall have the right, but not the obligation, to prepare a survey of the Property, Structure, Antenna Space, Equipment Space, and Cable Space, and said survey may, at Tenant's selection, replace Exhibit B, and shall control in the event of any discrepancies between the survey and Exhibit B. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available for Tenant's use; (b) a utility easement running from the public right of way to the Premises to the extent necessary to serve Tenant's Installation, in Tenant's sole determination, and promptly following Tenant's request therefor; and (c) the right to install services such as fiber or power, on, through, over and/or under the Property in available conduit. Landlord agrees that independent third party providers of utility services, including, but not limited to, fiber, may utilize the above-referenced easement and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. However, if required by Tenant or 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. If the existing utility sources located within the Structure or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility provider the right, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property and through the Structure 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. Further, Landlord agrees to grant additional space to Tenant for radio frequency signage and barricades if required by Applicable Law.

2.2 Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of twelve (12) months (the "**Initial Option Period**"). The Initial Option Period will automatically extend for up to one (1) additional twelve (12) month periods (each, an "**Option Extension Period**"), unless Tenant provides written notice to the Landlord (email being sufficient) of its decision not to renew the Option, or to exercise or terminate the Option as provided in this Agreement. Tenant shall pay Landlord [REDACTED] ("**Option Fee**") for each Option period. The Option Fee shall be paid within ninety (90) days following the commencement of the applicable Initial Option Period or Option Extension Period. This Agreement will constitute a lease of the Premises upon Tenant's exercise of the Option. Tenant may exercise the Option by providing written notice to Landlord (email being sufficient) of its decision to exercise the Option. If Tenant terminates the Option, this Agreement shall be deemed terminated.

2.3 Term. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the date Tenant exercises the Option, in accordance with Section 2.2 above (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 as provided herein. The Initial Term shall automatically be extended for up to four (4) additional five (5) year terms (each 5-year term, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, to terminate the lease at the end of the then-current term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current term. The Parties agree this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.5 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the "**Term**".

2.4 Rent. Beginning on the Commencement Date, annual rent for the Premises shall be due from Tenant to Landlord at a total annual amount of [REDACTED] ("**Rent**"), to be paid in equal monthly installments. Tenant and Landlord agree that the first Rent payment shall be made

within ninety (90) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by [REDACTED] of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment to the extent that Landlord provides required documentation for electronic payment. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.5 Contingencies. The Parties acknowledge and agree that Tenant's ability to use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory building structural analysis showing that the Structure 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**"). Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. 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 and/or maintain the Governmental Approvals. Prior to the Commencement Date, if: (i) a Structural Analysis shows that the Structure 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, 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' Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders.

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

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance, upgrade, removal, and management of a telecommunications facility, including, without limitation, equipment designed to transmit and receive radio frequency signals (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**").

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access from the public right-of-way to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify, add, replace or upgrade with like in kind equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement, provided that the new equipment does not trigger or cause a material adverse effect on the structural integrity or loading of the roof of the Structure. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may utilize and make reasonable modifications to the Structure's electrical system to accommodate the electrical requirements of Tenant's Equipment, at Tenant's sole cost and expense. Tenant may have its own utility meter installed in a mutually agreed upon location. If separate metering is not commercially reasonable, then Tenant may install a utility sub meter on Landlord's main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure 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.

4.3 Taxes. Landlord shall pay all taxes, including but not limited to, ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes that are assessed upon the Property during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant will be responsible for and obligated to pay or reimburse Landlord for any additional property taxes assessed to the Property that are directly attributable Tenant's Equipment. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference.

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

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Commencing on the Effective Date and continuing throughout the Term, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition and in compliance with Applicable Law. The Parties acknowledge and agree that Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment 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 Equipment.

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 earlier termination 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 date upon which Tenant commenced Installation, normal wear and tear excepted. 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. Nothing herein, however, shall prohibit Tenant from accessing the Premises or removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental one hundred fifty percent (150%) of the then current monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the term of this Agreement (each a "**Default**"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available 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; (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured 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.

8.3 Termination. 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; (iv) with six (6) months' prior notice to Landlord, upon the annual anniversary of the Commencement Date; or (v) at anytime before the Commencement Date at Tenant's sole discretion. If Tenant terminates this Agreement pursuant to 8.3(ii) above, Tenant shall pay Landlord a termination fee equal to three (3) months then current rent.

9. Limitation of Liability and Indemnification.

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

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

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 arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or its employees, agents, customers/invitees or contractors.

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

10. Insurance.

10.1 Landlord Obligations. Commencing on the Effective Date and continuing throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than [REDACTED]. 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. Commencing on the Effective Date and continuing 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 [REDACTED]. All such policies shall be endorsed to include Landlord as additional insured.

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

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

11. Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure 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 and/or Structure, 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 and/or Structure 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 Structure prior to the date that Tenant commenced Installation, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

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

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the term of this Agreement, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. 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. 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 Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("**ROFR**") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no 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 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 such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, 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 continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

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

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

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

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

If to be given to Landlord:

234 Suydam Avenue Urban Renewal LLC

If by courier service:

130 Monitor Street
Attn: Management Office
Jersey City, NJ 07304

If by first-class certified mail:

130 Monitor Street
Attn: Management Office
Jersey City, NJ 07304

If by email: john@pointcapdev.com

If to be given to Tenant:

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

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

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

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

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

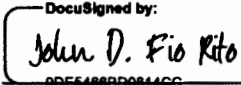
12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

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

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

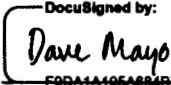
LANDLORD:

234 SUYDAM AVENUE URBAN RENEWAL LLC

By: 
Name: John D. Fio Rito
Its: Property Manager
Date: 1/19/2023

TENANT:

DISH WIRELESS L.L.C.

By: 
Name: Dave Mayo
Its: EVP
Date: 1/20/2023

Site Number: NJJER01881D
Market: New Jersey

Confidential & Proprietary
Option Lease Version: 2.2

HSG

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of NJ:

BEGINNING at a point in the southeasterly sideline of Suydam Avenue distant 326.25 feet southwesterly from the intersection of the same with the southwesterly sideline of Communipaw Avenue, and running; thence

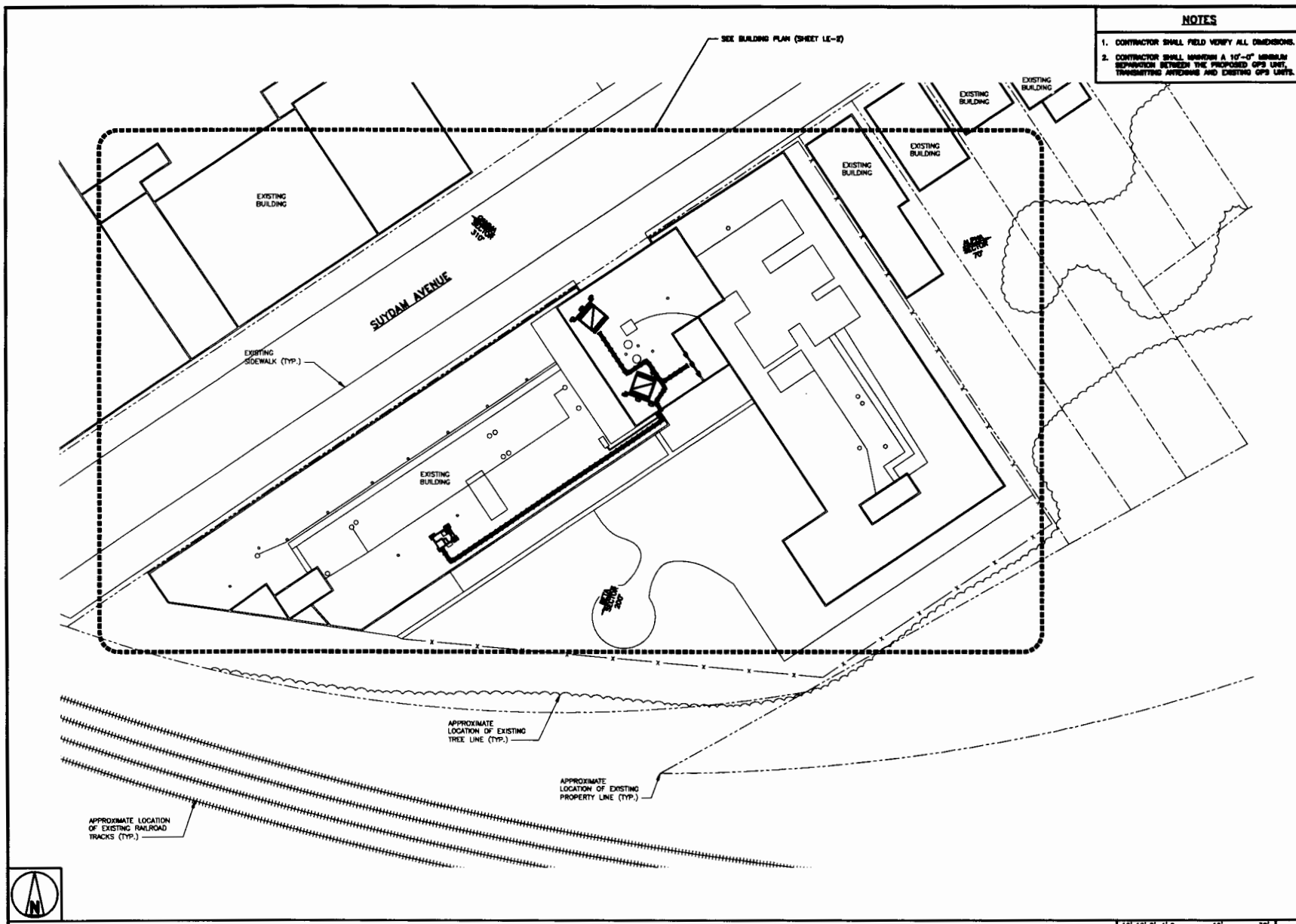
- (1) Leaving the southeasterly sideline of Suydam Avenue, South 26 degrees 37 minutes 00 seconds East, 161.50 feet to a point; thence
- (2) South 67 degrees 48 minutes 00 seconds West, 108.21 feet to a point; thence
- (3) In a northwesterly direction a curve to the right having a radius of 1,658.00 feet, an arc length of 179.67 feet to a point; thence
- (4) North 26 degrees 23 minutes 00 seconds West, 44.55 feet to a point in the southeasterly sideline of Suydam Avenue; thence
- (5) Along said sideline, North 63 degrees 37 minutes 00 seconds East, 250.00 feet to the point and place of BEGINNING.

Together with lands being shown and designated as Lot Numbered 1A in City Block 047/492 on a certain map entitled "Official Assessment Map of Jersey City, NJ" made by L.D. Fowler, 1894.

EXHIBIT B

SITE PLAN

[Attached]



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

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

DRAWN BY:	CHECKED BY:	APPROVED BY:
JLM	JLM	ASW

RFDS REV 4: N/A

LEASE EXHIBIT

SUBMITTALS

REV	DATE	DESCRIPTION
A	11/06/2002	ISSUED FOR REVIEW

A&E PROJECT NUMBER
DISH NJ 202201

DISH Wireless L.L.C.
PROJECT INFORMATION
NJJER01881D
234 SUYDAM AVENUE
JERSEY CITY, NJ 07304

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

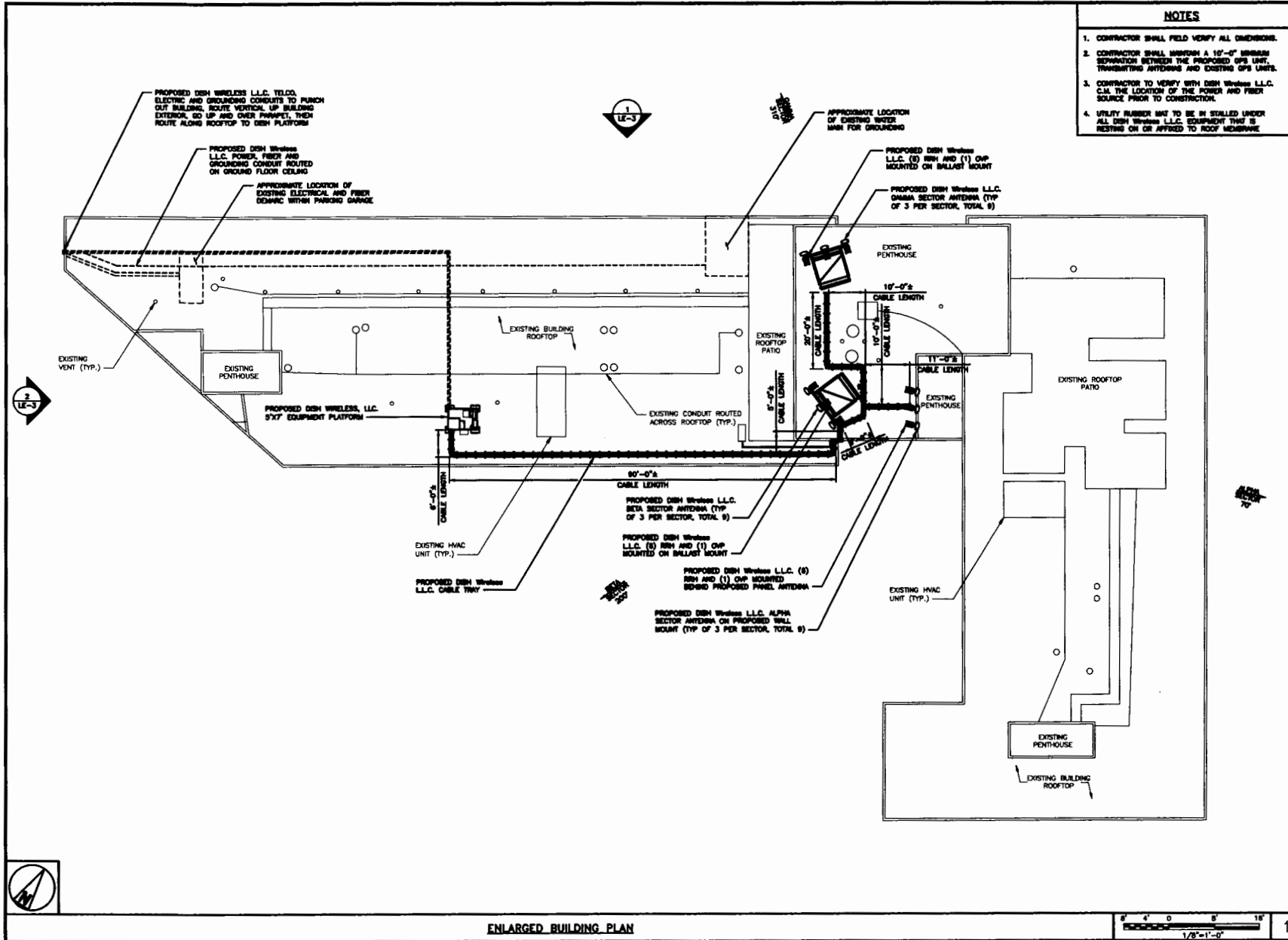
LE-1

OVERALL SITE PLAN

16' 12' 8' 4' 0 16' 3

1/16" = 1'-0"

1



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. CONTRACTOR TO VERIFY WITH DISH WIRELESS L.L.C. C.S. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
4. UTILITY RUBBER MAT TO BE IN STALLED UNDER ALL DISH WIRELESS L.L.C. EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE.

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AIROSMITH

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

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

DRAWN BY: CHECKED BY: APPROVED BY:

JLM JLM ASW

RFD'S REV #:

N/A

LEASE EXHIBIT

SUBMITTALS

REV	DATE	DESCRIPTION
A	11/04/2022	REVISED FOR REVIEW

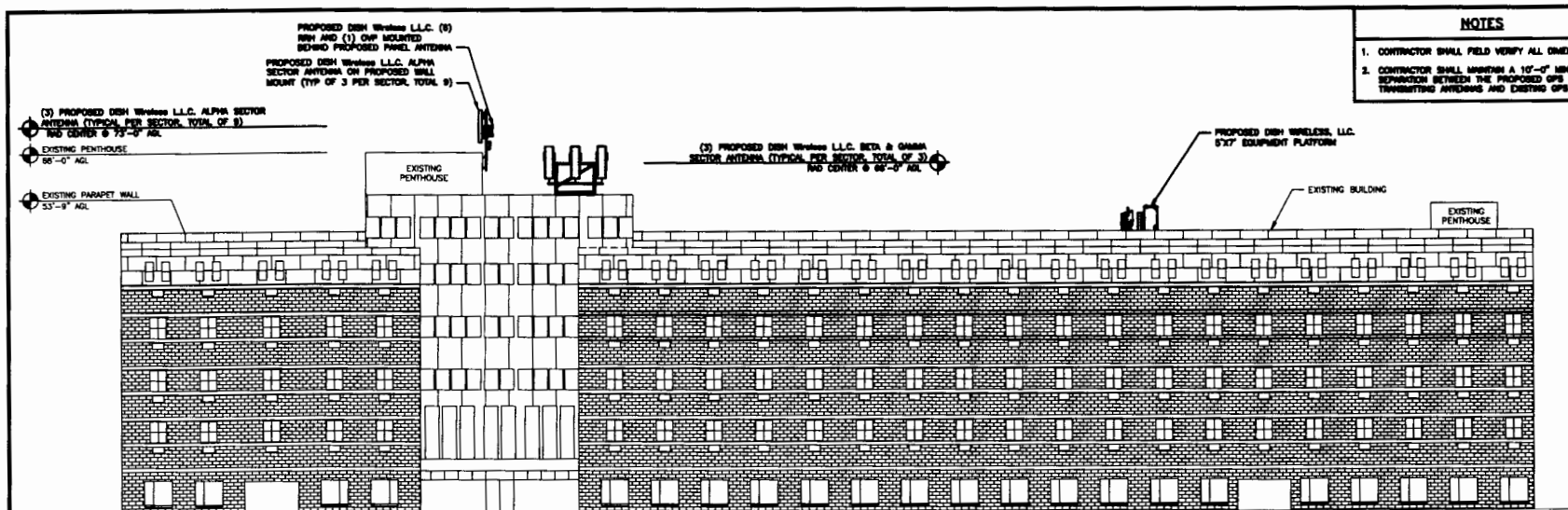
A/E PROJECT NUMBER
DISH NJ 202201

DISH WIRELESS L.L.C.
PROJECT INFORMATION
NJER01881D
234 SUYDAM AVENUE
JERSEY CITY, NJ 07304

SHEET TITLE
ENLARGED BUILDING
PLAN

SHEET NUMBER

LE-2



BUILDING NORTH ELEVATION

12' 8' 4' 0' 10' 20'
3/32"=1'-0"

NOTES

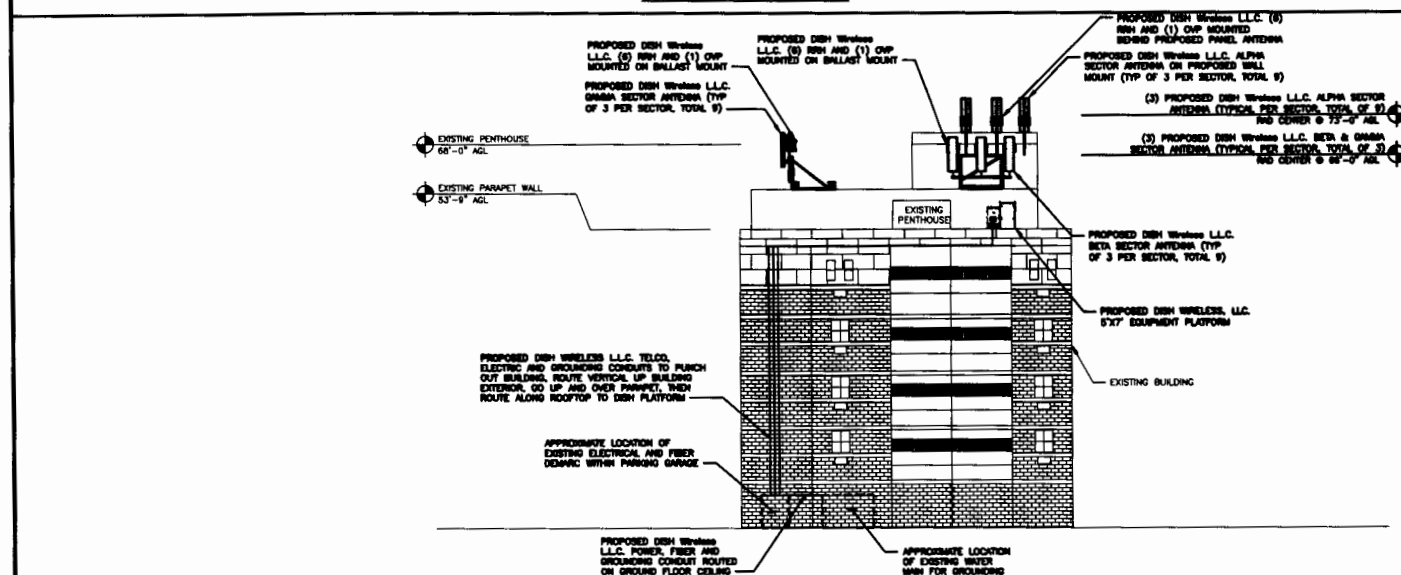
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" AIRSPACE SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AIRSMITH

AIRSMITH DEVELOPMENT
AIRSMITH ENGINEERING
316 WEST AVE.
SARATOGA SPRINGS, NY 12866



BUILDING WEST ELEVATION

12' 8' 4' 0' 10' 20'
3/32"=1'-0"

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" AIRSPACE SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

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

DRAWN BY: JLM CHECKED BY: JLM APPROVED BY: ASW

RFDs REV #: N/A

LEASE EXHIBIT

SUBMITTALS		
REV	DATE	DESCRIPTION
A	11/04/2020	ISSUED FOR REVIEW

AME PROJECT NUMBER

DISH NJ 202201

DISH Wireless L.L.C.
PROJECT INFORMATION

NJJER01881D
234 SUYDAM AVENUE
JERSEY CITY, NJ 07304

SHEET TITLE

NORTH AND WEST
ELEVATIONS

SHEET NUMBER

LE-3