

Upon Recording, Return to:

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

Re: LSSNA000083B

APN: 7075-001-925 & 7075-001-801

(Space above for Recorder's Office)

MEMORANDUM OF COMMUNICATIONS FACILITY LICENSE AGREEMENT

This Memorandum of Communications Facility License Agreement this ("**Memorandum**") made this _____ day of _____, 20__, by and the City of Hawaiian Gardens, a municipal corporation, having a place of business at 21815 Pioneer Boulevard, Hawaiian Gardens, CA 90716 ("**Landlord**"), 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 Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, 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, is the owner of a certain portion of real property located 22115 Pioneer Boulevard, Hawaiian Gardens, California 90716, being more particularly described in **Exhibit A** attached hereto and made a part herein (the "**Property**").
3. Landlord has licensed to Tenant and Tenant has licensed from Landlord, space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit B**, attached hereto and made a part herein (the "**Premises**"), that includes certain right of way 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.

4. The Agreement has an initial term of five (5) years commencing on the Effective Date as that term is defined in the Agreement. Tenant shall have the right, at its election, to extend the term of the Agreement, by three (3) of five (5) years each or in any other such manner as prescribed in the Agreement. If all options to renew are exercised, the Agreement will have a term twenty (20) years from the Effective Date.
5. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year first written above.

LANDLORD:

**City of Hawaiian Gardens,
corporation municipal corporation**

By: _____

Name: _____

Title: _____

TENANT:

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

By: _____ 

Name: **Satish Sharma**
Executive VP

Title: **DISH Wireless**

LANDLORD'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(Seal)

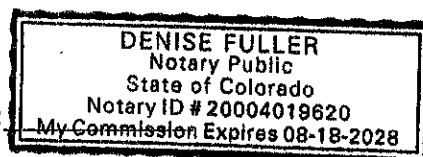
TENANT'S ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF Arapahoe) SS:

On this 23rd day of July, 2024, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Satish Sharma of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its EMP (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No: _____



Notary Public

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 4 AS SHOWN ON PARCEL MAP NO. 4477, IN THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 55, PAGE 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING

A. ALLOIL, GAS, HYDROCARBONS AND MINERALS OF EVERY KIND AND CHARACTER IN, UNDER, OR THAT MAY BE PRODUCED OR SAVED THEREFROM, TOGETHER WITH AND INCLUDING, AS TO BOTH OF SAID ITEMS A AND B, ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME OR ANY PART OR PORTION THEREOF, FROM SAID LANDS; PROVIDED, HOWEVER, THAT ALL SUCH RIGHTS SO EXCEPTED AND RESERVED SHALL BE EXERCISED WITHOUT THE USE OF THE SURFACE OF SAID LAND, OR ANY PORTION THEREOF, LESS THAN 500 FEET BELOW THE SURFACE.

B. THE EXCLUSIVE RIGHT TO DRILL INTO, THROUGH AND TO OCCUPY THOSE PORTIONS OF SAID LAND LYING 500 FEET OR MORE BELOW THE SURFACE THEREOF.

Assessor's Parcel Number: 7075-001-925 & 7075-001-801

EXHIBIT B

The Premises

[Attached]



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

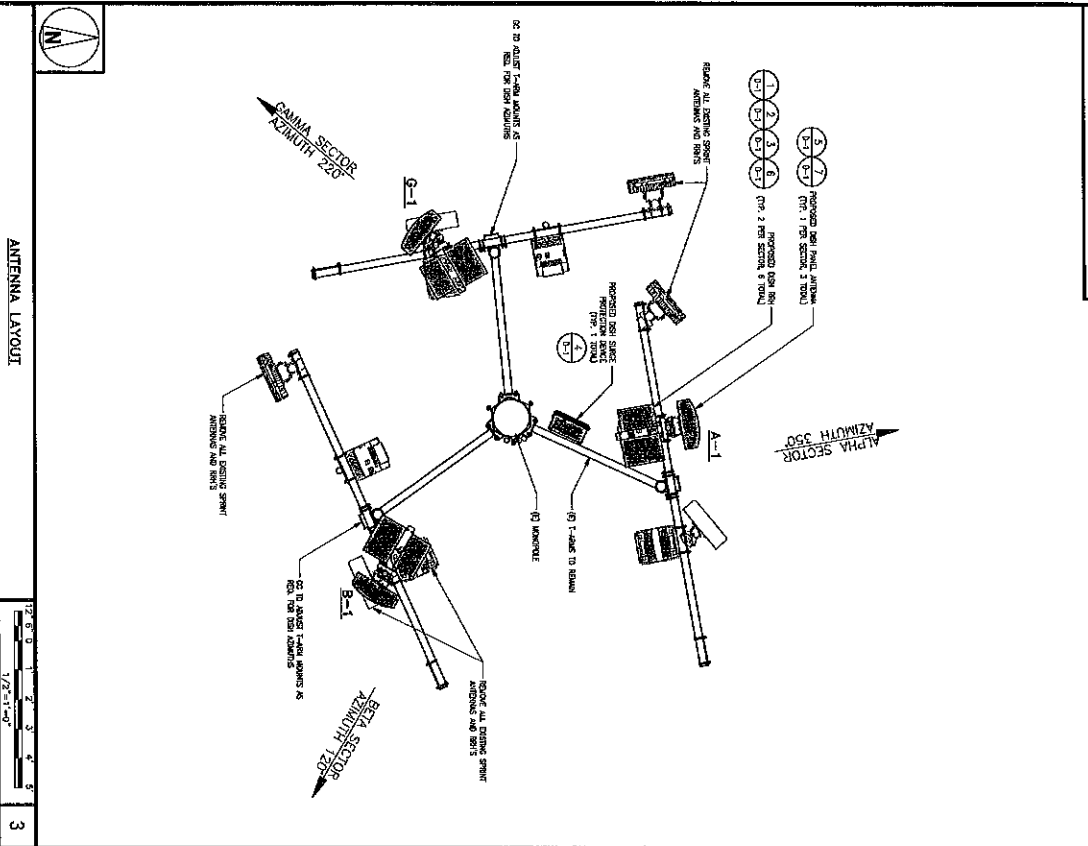
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- ## NOTES

CW17 6.14.24

- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. ANTENNA AND RRM WIRING SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RING FOR ALL RF DETAILS.



ANTENNA SCHEDULE

SECTOR	POSITION	ANTENNA	MANUFACTURER - MODEL NUMBER	AZIMUTH	TECH.	R/D	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JWA 7052240000-21 (72.400-85)	350°	NR	75'-0"	COAX 10'-0" MAX
BETA	B1	PROPOSED	JWA 7052240000-21 (72.400-85)	120°	NR	75'-0"	COAX 10'-0" MAX
GAMMA	G1	PROPOSED	JWA 7052240000-21 (72.400-85)	290°	NR	75'-0"	COAX 10'-0" MAX

SECTOR	POSITION	FEEDING OR DISTRIBUTION	MANUFACTURER - MODEL NUMBER	NOTES	TECH.	TRANSPORT CABLE
ALPHA	A1	PROPOSED	SAWING 814400-71A		18 AWG DUAL BOND	
BETA	B1	PROPOSED	SAWING 814400-71A		18 AWG DUAL BOND	
GAMMA	G1	PROPOSED	SAWING 814400-71A		18 AWG DUAL BOND	

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RING FOR ALL RF DETAILS.
2. ANTENNA OR RRM WIRING MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REBUILT IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSIS.

CONSTRUCTION DOCUMENTS

REV. DATE DESCRIPTION

1 06/20/2006 ISSUED FOR PERMIT

2 07/27/2006 ISSUED FOR CONSTRUCTION

CDG

1411 E. DALLAS STREET, SUITE 100
FALL RIVER, MA 01931

CDG

2411 W. 10TH STREET, SUITE 100
DENVER, CO 80202

CDG

1411 E. DALLAS STREET, SUITE 100
FALL RIVER, MA 01931

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