



Economic Development Department
Real Estate Division

Document Routing Form

Consent to Sublicense

Roswitha Sanchez

Title of document to be signed

Your Name/Property Agent's Name

Koy Nichols

07/22/24

Program Manager/Supervisor Signature

Date

Print name of City Attorney: Brian Byun

NORA: ☒ Yes Date: 02/07/24
☐ No, see explanation below

Date City Attorney approval: 1/30/24

Appeal: ☐ Yes ☒ No ☐ N/A

Explanation/Notes:

Attached for your signature is a Consent to Sublicense between Hyatt Mission Bay's (CHSP MISSION BAY LLC) sublessee and affiliate CHSP TRS MISSION BAY LLC and Dish Wireless LLC. The master lease requires written City consent for all subleases/sublicenses.

Environmental Determination Notes (if applicable):

Deputy Signature: *Lucy Contreras* Date: Jul 23, 2024

Attachments:

Consent to Sublicense

Sublicense Agreement

NORA

CONSENT TO SUBLICENSE

(CHSP MISSION BAY LLC: CHSP TRS MISSION BAY LLC - DISH Wireless L.L.C.)

THIS CONSENT TO SUBLICENSE ("Consent") is entered into by and between THE CITY OF SAN DIEGO; a California municipal corporation ("City"), and CHSP TRS MISSION BAY LLC, a Delaware limited liability company and sublessee of CHSP MISSION BAY LLC d.b.a. Hyatt Regency Mission Bay Spa and Marina ("Lessee"), to be effective upon the respective authorized representatives of City and Lessee all signing this Consent and the form of this Consent being approved by the San Diego City Attorney. This Consent is made and entered into in reference to the following recited facts:

RECITALS

- A. City and Lessee's predecessor-in-interest entered into a City of San Diego Lease Agreement ("Agreement"), filed as document RR-300863 in the Office of the San Diego City Clerk, which was assigned to Lessee under that certain City of San Diego Consent to Assignment dated September 6, 2012 ("Assignment" and together with the Agreement, the "Master Lease"), relating to that certain City-owned real property located at 1441 Quivira Road, San Diego, California 92109, commonly known as "Hyatt Regency Mission Bay Spa and Marina" and more particularly described in the Agreement (the "Premises").
- B. As part of the Assignment, CITY approved CHSP TRS MISSION BAY LLC, a Delaware limited liability company and affiliate of Lessee, as sublessee ("Sublessee") of CHSP MISSION BAY LLC.
- C. Sublessee now desires to sublicense a portion of the Premises (the "Sublicense Premises") to Dish Wireless LLC, a California limited liability company ("Sublicensee"), by entering into a nonexclusive right to install certain telecommunications equipment (the "Sublicense").
- D. Section 5.1 of the Master Lease requires that Lessee obtain City's consent to sublicense the Premises or any portion thereof.
- E. Lessee and Sublicensee acknowledge that the City's act of consenting to the Sublicense will not relieve Lessee or Sublicensee from any requirements under the Master Lease and Sublicense, respectively, including but not limited to the timely payment of rent.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree as follows:

1. City Consent to Sublicense. Subject to the terms and conditions of this Consent and the Master Lease, City consents to Sublessee sublicensing to Sublicensee the Sublicense Premises (identified as the "Premises" in the Sublicense). All terms and conditions of the Master Lease shall control and supersede all inconsistent or contrary provisions in the Sublicense.

2. Sublicensee Assumption of Lessee's Obligations. City's consent to the Sublicense is conditioned upon Sublicensee's written agreement in the Sublicense to assume and perform all obligations of Lessee under the Master Lease applicable to the Sublicense Premises. Sublicensee's failure to perform one or more of these assumed obligations shall be a material default and breach under the Master Lease and may subject the Master Lease to termination by City.

3. Sublicensee Acknowledgment of this Consent. This Consent is conditioned on City's receipt of an "Acknowledgement of Receipt of Consent to Sublicense" in substantially the form of Exhibit "B" attached to this Consent signed by the authorized representative(s) of Sublicensee.

4. No Effect on Master Lease. Notwithstanding any provision of this Consent to the contrary, this Consent does not release, discharge, or modify any obligation of Lessee under the Master Lease.

5. Subsequent Sublicensing. This Consent does not constitute City's consent to any subsequent assignment, sublicense, or lease under the Master Lease or relating to the Premises or any portion thereof, including the Sublicense Premises and does not relieve Lessee or any person claiming under or through Lessee of the obligation to obtain City's consent to any future assignment, sublicense, or lease pursuant to the Master Lease.

6. Processing Fees. Lessee agrees to pay City all applicable processing and/or administrative fee(s) charged by City for processing this Consent.

7. Brokerage Commissions or Finder's Fees. Lessee acknowledges and agrees that City will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublicense. Lessee agrees to protect, defend, indemnify, and hold City harmless from any brokerage commission or finder's fee in connection with the consummation of the Sublicense or this Consent, and from any cost or expense (including attorneys' fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 7 shall survive the expiration or earlier termination of the Master Lease, the Sublicense, or this Consent.

8. Consideration for Sublicense: Lessee represents and warrants to City that a true, correct, and complete copy of the Sublicense is attached to this Consent as Exhibit "A." Lessee further represents and warrants to City that there are no additional payments of rent or any other consideration of any type that has been paid or provided or is payable or to be provided by Sublicensee or any other person to sublicensee in connection with the Sublicense or the Sublicense Premises, other than as disclosed in the Sublicense.

9. Subordination. The Sublicense is subject to and subordinate to the terms, covenants and conditions of the Master Lease. The Sublicense may only be in effect while the Master Lease is in effect. Nothing in this Consent modifies the expiration date of the Master Lease or Sublicense. Lessee represents and warrants to City that Lessee provided Sublicensee a true, correct, and complete copy of the Master Lease before Sublicensee entered the Sublicense.

10. Lessee Estoppels. Lessee certifies the following to City as of the date of this Consent:

10.1 Lessee has not assigned its interest (or any portion thereof) in the Master Lease or otherwise transferred its interest (or any portion thereof) in the Master Lease to any third party;

10.2 City does not owe Lessee any money or other performance under the Master Lease;

10.3 City is not in default under the Master Lease;

10.4 The Master Lease is in full force and effect; there have been no amendments, modifications, changes, or additions to the Master Lease since its execution; and

10.5 Lessee is not in default or breach under the Master Lease and no event has occurred that would constitute a default or breach under the Master Lease by Lessee, without regard for any requirement to give notice and/or due to the passage of time.

11. CEQA. City's compliance with the California Environmental Quality Act ("CEQA") with respect to this Consent is set forth in Attachment "B," attached hereto and incorporated herein by reference.

12. No Fee Title Encumbrance. Nothing in this Consent or any document referenced in this Consent is intended to create or authorize the creation of any transfer, lien, or encumbrance affecting the fee title to the Master Premises.

[Remainder of page intentionally blank. Signatures appear on the following page.]

**SIGNATURE PAGE
TO
CONSENT TO SUBLICENSE
(CHSP MISSION BAY LLC: CHSP TRS MISSION BAY LLC - DISH Wireless L.L.C.)**

IN WITNESS WHEREOF, this Consent is made and entered into by and through the signatures of the respective authorized representative(s) of City and Lessee, as set forth below:

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: Jul 23, 2024

By: Lucy Contreras

Lucy Contreras
Deputy Director
Economic Development Department

Approved as to form on Jul 23, 2024

MARA W. ELLIOTT
City Attorney

By: Brian Byun
Brian Byun (Jul 23, 2024 16:27 PDT)
Brian W. Byun
Deputy City Attorney

CHSP TRS MISSION BAY LLC, a Delaware
limited liability company

By: [Signature]
Name: Sean M. Dell'Orto
Title: VP & Treasurer
Date: 7/2/2024

CHSP MISSION BAY LLC, a Delaware
limited liability company

By: [Signature]
Name: Sean M. Dell'Orto
Title: VP & Treasurer
Date: 7/2/2024

EXHIBIT B
TO
CONSENT TO SUBLICENSE
(CHSP MISSION BAY LLC: CHSP TRS MISSION BAY LLC - DISH Wireless L.L.C.)

ACKNOWLEDGMENT OF RECEIPT OF CONSENT TO SUBLICENSE

(CHSP MISSION BAY LLC: CHSP TRS MISSION BAY LLC - DISH Wireless L.L.C.)

DISH Wireless L.L.C., a California Limited Liability Company ("**Sublicensee**"), makes the following acknowledgments, representations, and warranties for the benefit of The City of San Diego, a California municipal corporation ("**Master Landlord**"), as "Lessor" under that certain Lease Agreement, filed as document RR-300863 in the Office of the San Diego City Clerk ("**Master Lease**"), relating to that certain City-owned real property described in Exhibit "C" attached to the Master Lease ("**Master Premises**"), entered into by CHSP MISSION BAY LLC, a Delaware limited liability company, d.b.a. Hyatt Regency Mission Bay Spa and Marina, as the "**Lessee**":

1. Sublicensee acknowledges entering that certain Sublicense with Sublessee, dated 7/9/2024 ("**Sublicense**"), for Sublessee to sublicense that certain portion of the Master Premises consisting of:

(a) Non-Exclusive Right to Install Telecommunications Equipment:

2. Sublicensee acknowledges receipt of a copy of that certain Consent to Sublicense (CHSP MISSION BAY LLC: CHSP TRS MISSION BAY LLC - DISH Wireless L.L.C.), dated _____, between Master Landlord and Lessee relating to the Sublicense ("**Consent**").

3. Sublicensee further acknowledges receipt of a copy of the Master Lease prior to entering the Sublicense.

4. Sublicensee further acknowledges, represents, and warrants that a true and correct copy of the Sublicense is attached as Exhibit "A" to the Consent.

Date: June 18, 2024

DISH Wireless L.L.C., a California Limited Liability Company

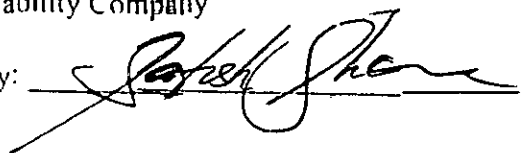
By: 

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SPACE LICENSE AGREEMENT

THIS SPACE LICENSE AGREEMENT (this "Agreement") is entered into as of July 9, 2024 (the "Effective Date") by and between CHSP TRS MISSION BAY LLC, a Delaware limited liability company (hereinafter referred to as "Licensor") and DISH WIRELESS L.L.C., a Colorado limited liability company (hereinafter referred to as "Licensee");

WHEREAS, Licensor owns or operates the hotel located at 1441 Quivira Road, San Diego, CA 92109, commonly known as the Hyatt Regency Mission Bay Spa and Marina (together with its related and ancillary facilities, the "Hotel"); and

WHEREAS, Licensor desires to grant to Licensee the non-exclusive right to install certain telecommunications equipment at the Hotel and Licensee desires to acquire such right; and

NOW, THEREFORE, the parties agree as follows:

1. LICENSED AREA

a. Licensor shall designate and furnish specific locations at the Hotel in such locations deemed reasonable by Licensor and Licensee for the placement of Licensee's equipment and related cabling and wiring listed on Exhibit A attached hereto (hereafter, the "Equipment"). All such location(s) as it/they may change from time-to-time shall be called the "Licensed Area". The Licensed Area shall be furnished in an "AS IS" condition by Licensor. Unless changed pursuant to the terms of this Agreement, the Licensed Area is the area depicted on Exhibit B attached hereto.

b. Licensee shall, at its sole cost and expense, install its equipment and construct any other improvements necessary including connections for power and telephone lines, as further defined in Paragraph 5 hereof.

c. Costs for use of telephone lines and electrical power shall be at Licensee's sole cost and expense.

2. USE OF LICENSED AREA

Licensee shall use the Licensed Area only for the installation, maintenance and operation of the Equipment and for no other use, furnishings, or equipment without Licensor's prior written approval.

3. TERM

a. Initial Term. Unless sooner terminated or further renewed as provided herein, the term ("Term") of this Agreement shall be for a term of five (5) years commencing on the earlier of (i) June 1, 2024 or (ii) the first day of the month after Licensee begins installation of Licensee's communications equipment (the "Commencement Date").

- b. Renewal Terms. Licensee has the conditional right (the "Renewal Option") to extend the Initial Term of this Agreement for two (2) additional consecutive terms (the "First Renewal Term" and the "Second Renewal Term" and, each, a "Renewal Term") of five (5) years each beyond the Initial Term, upon the same terms and conditions set forth in this Agreement (except that there will be no further privilege of extension, and except that the Fee shall escalate as provided below), provided that the following conditions are met: (i) Licensee notifies Licensor in writing of its election to exercise its Renewal Option at least ninety (90) days prior to the expiration date of the then-current Term (the "Renewal Notice"); (ii) at the time of the Renewal Notice and for the remainder of the then-current Term thereafter, there is no default under this Agreement which is not remedied within the applicable cure periods set forth in this Agreement; (iii) this Agreement has not terminated prior to the commencement of the applicable Renewal Term; and (iv) this Agreement has not been assigned and/or sublet as of the date of the Renewal Notice and/or the commencement date of the applicable Renewal Term, except for a permitted transfer pursuant to the terms of Paragraph 17 of this Agreement. If Licensee timely and properly exercises its Renewal Option, the annual Fee payable by Licensee to Licensor during the applicable Renewal Term shall be as set forth in Sections 4(c) and (d) below. If Licensee fails to timely notify Licensor of its desire to exercise its Renewal Option, then Licensee shall be deemed to have conclusively waived its Renewal Option. The Initial Term and all renewal terms shall be collectively referred to herein as the "Term."

4. FEE

a. Fee. In consideration of the rights granted herein, Licensee will pay Licensor an annual fee (the "Fee") equal to Thirty Thousand and 00/100 Dollars (\$30,000.00, to be paid in equal monthly installments of \$2,500.00 in accordance with Section 4(b), subject to increase annually as hereinafter set forth. The annual Fee shall be increased on each annual anniversary of the Commencement Date (yearly) by an amount equal to three percent (3%) of the Fee in effect during the previous year.

b. Fees are due and payable in lawful US currency. Installments of the Fee are due on the first (1st) day of each month, in advance, and shall be paid to Licensor's rooftop manager Patriot Communications LLC at Everest Infrastructure Partners, Two Allegheny Center, Nova Tower 2 Suite 1002, Pittsburgh, PA 15212, or at such other location as may be designated by Licensor in writing at least (thirty) 30 days in advance of the effective date of the change. Upon agreement of the parties, Licensee may pay the Fee by electronic funds transfer and in such event, Licensor agrees to provide to Licensee bank routing information for such purpose upon request of Licensee. If the Commencement Date of this Agreement is other than the first day of a calendar month, Licensee must pay on or before the first day of the Term the prorated Fee for the remainder of the calendar month in which the Term commences and the Fee for the first full calendar month of the Term, and thereafter Licensee shall pay each succeeding full month's Fee on or before the first day of each calendar month, except that payment shall be prorated for any final fractional month of this Agreement.

c. If Licensee timely and properly exercises its Renewal Option for any Renewal Term, the annual Fee payable by Licensee to Licensor during the first (1st) year of the applicable Renewal

Term shall be equal to one hundred three percent (103%) of the annual Fee payable hereunder during the one-year period immediately preceding the commencement of the applicable Renewal Term. During each Renewal Term, the annual Fee shall continue to escalate by three percent (3%) per year on each annual anniversary of the Commencement Date of the applicable Renewal Term and shall continue to be paid in equal monthly installments pursuant to the terms of this Agreement.

5. INSTALLATION AND OPERATING PROCEDURES

a. Licensee shall operate the Equipment during the Term hereof in compliance with all present and future rules and regulations imposed by any local, state or federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission (the "FCC") and the Federal Aviation Administration (the "FAA")), and comply with all applicable United States and local trade laws, investment sanctions, export controls, anti-terrorism, anti-boycott, anti-money laundering, anti-bribery laws, and other applicable federal, state or local rules, regulations and governmental requirements. Licensee shall attach as Exhibit C to this Agreement, copies of all applications for all FCC operating licenses (if required) and copies of other licenses which it has been issued pertinent to this Agreement. Licensee shall maintain at all times any licenses, permits and approvals necessary for the installation or operation of the Equipment. Licensor shall cooperate with Licensee at Licensee's cost in securing licenses, permits and approvals. Licensor shall have no liability to Licensee for any failure or inability of Licensee to obtain any necessary licenses, permits or approvals and no such failure or inability shall reduce Licensee's obligations under this Agreement. Prior to installation of the Equipment, and prior to the making of any modifications, alterations, improvements, supplements, upgrades, replacements or changes of any Equipment, if any, Licensee shall comply with the following:

i) Licensee shall submit in writing all plans for such modifications, alterations, improvements, supplements, upgrades, replacements, changes or removal, for Licensor's approval. No equipment shall be installed or added to, or modified, altered, improved, supplemented, upgraded, replaced, or changed or removed from the Licensed Area, without Licensor's prior written consent.

ii) Prior to commencement of any work, Licensee shall obtain Licensor's prior written approval, and the required approvals of all federal, state and local agencies. If requested, Licensee shall promptly deliver to Licensor written proof of compliance with all applicable federal, state and local laws, rules and regulations in connection with any installations, modifications or changes to or removal of the Equipment that it has in its possession.

iii) All of such modifications, installations, changes, removals or other work shall conform to Licensor's design specifications, weight and wind-load requirements, and shall not interfere with any other radio communications systems and equipment located in and upon the Licensed Area or elsewhere in the Hotel, and shall be in compliance with all applicable local, state and federal government requirements, including but not limited to zoning, FAA and FCC specifications.

notice to the above Hotel officials. Licensor shall not unreasonably deny access.

6. INTERFERENCE

a. The installation and/or operation of the Equipment shall not interfere in any way, including, but not limited to, by way of any transmission or emission by electromagnetic, radio, wireless, satellite, cellular, analog or digital transmissions or microwave, in any manner whatsoever, including, but not limited to, health, mechanical, physical or electrical effects, with (i) Licensor's equipment, facilities, operations or guests; (ii) any present or future licensee, guest or tenant in the Hotel; or (iii) any other third party, including, but not limited to, any radio or other systems operated by Licensor, the Hotel, its tenants, the FAA, or any other governmental or quasi-governmental agencies operating in or about the Hotel, no matter where or when such systems are installed. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of the Equipment shall interfere with any such systems, facilities or operations, or any other radio communications systems and equipment at any time (except as specified herein), Licensee shall, upon notice from Licensor, immediately suspend operation of the interfering equipment (except for intermittent testing) and work with Licensor to do whatever is reasonably necessary to eliminate or remedy such interference. If Licensee is unable to rectify the interference within thirty (30) days, then Licensor, upon the expiration of the thirty (30) day cure period, at its option, may terminate this Agreement, disconnect power and require Licensee to remove any and all of the Equipment at Licensee's sole cost and expense, or Licensor may (without termination of the Agreement) eliminate or remedy such interference at Licensee's sole cost and expense. Licensee's duty to pay all Fees required under this Agreement shall continue through any cure period and despite any suspension of Licensee's operations pursuant to this Paragraph 6.

b. Licensee acknowledges that Licensor has licensed, and/or will continue to license space at and upon the Hotel to third parties for the installation and operation of radio communication facilities. Licensee accepts this Agreement with this knowledge and waives any and all claims against Licensor resulting from or attributable to interference caused by presently existing or future facilities or methods of operation employed by Licensor or by any other licensee or tenant of Licensor. In the event that any such interference occurs, Licensee's sole remedy, in lieu of any and all other remedies at law, or in equity, shall be to terminate this Agreement at any time thereafter by giving Licensor thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period. Licensee shall pay to Licensor any Fees due for the period up to the termination of this Agreement and shall remove its Equipment and restore the Licensed Area to as near its condition at the start of the Term as possible at Licensee's expense. Any advance Fee payments for periods after the termination of this Agreement will be reimbursed to Licensee.

c. The foregoing notwithstanding and without modifying Licensee's sole remedy listed above, Licensor shall use commercially reasonable efforts to prevent future installations from interfering with the Equipment.

7. MAINTENANCE AND REMOVAL OF THE EQUIPMENT: HOTEL MAINTENANCE

a. Licensee, at its sole cost and expense, shall be responsible for the maintenance of the Equipment and improvements installed by or on behalf of Licensee, if any, at the Hotel and shall keep the Licensed Area neat and clean, in accordance with all applicable laws and regulations and this Agreement. Licensee shall not create any nuisance, interfere with, annoy or disturb any other licensee of Licensor or any licensee, tenant or guest of the Hotel. Licensor, at its sole cost, shall maintain the Licensed Area in good repair to permit Licensee to use the Licensed Area at the Hotel solely for the purposes as described in this Agreement. Licensor shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard the Equipment. All maintenance work shall be subject to prior approval of Licensor and shall be performed by contractors previously approved by Licensor, which approvals shall not be unreasonably withheld, conditioned, or delayed. In the event Licensor, in its opinion, determines that any structural modifications or repairs need to be made to any portion of the Hotel as a result of the presence of the Equipment or other improvements, Licensor shall have the right to (i) terminate this Agreement by giving written notice to Licensee, or (ii) notify Licensee of the needed modifications and repairs, and Licensee, at its sole cost and expense, shall immediately make all such noticed modifications or repairs in accordance with the terms of this Agreement. If Licensee fails to immediately commence or promptly complete such modifications or repairs Licensor may, without prejudice to other remedies, make such repairs or modifications at Licensee's expense and Licensee shall reimburse Licensor within ten (10) days of receipt of an invoice from Licensor.

b. Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration or earlier termination of this Agreement for any reason, and at Licensor's direction, Licensee shall remove all the Equipment at Licensee's sole cost and expense in accordance with the terms of this Agreement. Licensee's removal of the Equipment shall be performed by a contractor previously approved in writing by Licensor and in accordance with a previously approved removal plan, both of which approvals shall not be unreasonably delayed, conditioned or delayed. The removal of the Equipment shall be performed in a workmanlike manner, without creating any interference, damage or destruction to any other equipment, structures or operations at the Hotel or to any other equipment of other licensees thereon, ordinary wear and tear excepted. If Licensee fails to remove such Equipment within sixty (60) days following expiration or earlier termination of this Agreement, Licensor may remove the Equipment at Licensee's expense. All such interference or damage caused to the Hotel or Equipment of other licensees shall be immediately repaired or eliminated by Licensee. In the event Licensee fails to make such repairs within thirty (30) days of receipt of notice of such needed repairs, Licensor may perform all the necessary repairs at Licensee's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional Fee hereunder. Any Equipment or other Licensee property not so removed within sixty (60) days after the expiration or earlier termination of this Agreement shall, at Licensor's option, be considered abandoned and shall thereupon be considered Licensor's sole property.

8. HAZARDOUS SUBSTANCES

a. Licensee represents, warrants and covenants that it will conduct its activities at the Hotel in compliance with all applicable Environmental Laws (as hereinafter defined). Licensor represents, warrants and agrees that it will conduct its activities at the Hotel in compliance with all applicable Environmental Laws.

b. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, causes of action, demands and liability including but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorneys' fees that Licensor may suffer due to the existence or discovery of any Hazardous Substance (as hereinafter defined) at the Hotel, or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by or resulting from Licensee's activities at the Hotel. Licensee shall not be responsible for any Hazardous Substances that existed at the Licensed Area prior to the Effective Date or that otherwise do not result from the activities of Licensee; provided that Licensee shall be responsible to the extent Licensee's operations, actions or inactions have exacerbated any pre-existing condition of which Licensee is aware or should reasonably have been aware.

c. The indemnification in this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

d. As used in this Paragraph 8, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Oil Pollution Control Act, 33 U.S.C. and any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state and local land use laws dealing with environmental sensitivity, including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitats or historical or archeological significance.

e. As used in this Paragraph 8, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time-to-time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time-to-time; any and all materials or substances defined as hazardous pursuant to any federal, state or local laws or regulations or orders and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil petroleum products and their by-products.

9. INSURANCE

Licensee shall maintain in force during the Term of this Agreement, at its own expense with responsible insurance companies licensed, authorized or permitted to do business in the State or

Commonwealth in which the Hotel is located, a policy of commercial general liability insurance covering all claims of bodily injury and/or property damage arising out of or resulting from the actions or inactions of Licensee and its agents and contractors or from Licensee's use and occupancy of the Licensed Area and the operations conducted thereon, in an amount of **FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000)** per occurrence and **FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000)** general aggregate including contractual liability. Licensee shall also provide Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in the Licensee's operations at a limit of **TWO MILLION AND NO/100THS DOLLARS (\$2,000,000)** combined single limit each accident for bodily injury and property damage and statutory Worker's Compensation and Employers Liability insurance in an amount of **ONE MILLION DOLLARS (\$1,000,000)** per accident, per disease policy limit and per disease per employee.

The Commercial General Liability and Automobile Liability policies shall include Licensors, **Park Hotels & Resorts Inc., Hyatt Corporation**, their respective affiliates, subsidiaries, and their respective officers, directors, and employees, and Licensors' rooftop manager (currently **Patriot Communications LLC**) as Additional Insureds. All policies of insurance of Licensee shall be considered primary to any existing similar insurance carried by Licensors, Hotel or the Hotel's owner and be written with insurance companies of good reputation that have an A.M. Best Company financial rating of "A-: VII" or better. Licensee shall provide Licensors with a Certificate of Insurance evidencing the requirements of this Paragraph. Copies of Certificates of Insurance evidencing all required coverage shall be delivered to the Licensors and Hotel by Licensee and must be kept current during the Term of this Agreement.

Licensee may, at its option, purchase insurance to cover its personal property. In no event shall Licensors be liable for any damage to or loss of personal property sustained by Licensee, whether or not it is insured, even if such loss is caused by the negligence of Licensors, its employees, officers, directors, or agents.

In addition, Licensee shall require that any contractor and/or subcontractor installing, modifying, maintaining or removing the Equipment maintain substantially the same insurance as required of Licensee, including, but not limited to, the requirement that policies include all of the parties identified above as an Additional Insured.

10. INDEMNITY

a. Licensee hereby agrees to indemnify, defend and hold Licensors and those named above as Additional Insureds (collectively, the "Indemnitees") harmless from and against any and all claims, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorneys' fees), except as and to the extent (1) occasioned or contributed to by the negligence of an Indemnitee, or (2) otherwise prohibited by applicable law, arising out of or in any way connected with, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise, arising out of or in any way connected with the presence of the Equipment at the Hotel or the actions or omissions of Licensee, its employees, contractors or agents under this Agreement, Licensee's representations, warranties, covenants, and agreements hereunder, the services provided by Licensee or any licensees or other subcontractors, of Licensee hereunder or any related act or failure to act by Licensee, its agents, licensees, subcontractors,

servants, employees or invitees, including, without limitation, the use of the Licensed Area and any allegation that the Equipment or any part of it infringes any rights of any other person, including, without limitation, any copyright, patent, trade secret, trademark, artist rights, droit moral, privacy, publicity, intellectual property or other laws, except as and to the extent (1) occasioned or contributed to by the negligence of an Indemnitee or an agent or employee of the Indemnitees, or any of them, or (2) prohibited by applicable law. In the event that any claim is made or any action or proceeding is brought against the Indemnitees, or any of them, arising out of or connected with this Agreement, any such Indemnitee may by notice to Licensee, elect to require Licensee, at Licensee's expense, to resist such claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Indemnitee.

b. Licensor will provide Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure of Licensor to provide any such notice, or to provide it promptly, shall not relieve Licensee from its indemnification obligation in respect of such claim, except to the extent Licensee can establish actual prejudice and direct damages as a result thereof. Licensor will cooperate appropriately with Licensee in connection with Licensee's defense of such claim. Licensee shall defend any indemnified party, at Licensee's request, against any claim with counsel reasonably satisfactory to Licensor. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified party.

c. Licensor shall indemnify and hold Licensee harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Licensor, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Licensee, or its employees, contractors or agents. Licensee will provide Licensor with prompt, written notice of any claim covered by this indemnification; provided that any failure of Licensee to provide any such notice, or to provide it promptly, shall not relieve Licensor from its indemnification obligation in respect of such claim, except to the extent Licensor can establish actual prejudice and direct damages as a result thereof. Licensee will cooperate appropriately with Licensor in connection with Licensor's defense of such claim. Licensor shall defend any indemnified party, at Licensee's request, against any claim with counsel reasonably satisfactory to Licensee. Licensor shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified party.

11. LIENS

Licensee covenants and agrees to keep the equipment and property of Licensor, the Hotel and the Licensed Area free and clear from any and all liens for work performed or materials furnished hereunder, and Licensee agrees to indemnify the Indemnitees from and against any and all costs, expenses, losses and all damage resulting from the filing of any such liens against Licensor and the Hotel or the Licensed Area of Licensor and the Hotel.

12. OWNERSHIP OF THE EQUIPMENT

Ownership of the Equipment shall at all times be and remain vested in Licensee. The Equipment shall not under any circumstances constitute, be, or be deemed to be fixtures annexed to Licensor's real property, and the Equipment shall at all times be and remain free and clear of any claims, liens, or encumbrances created by Licensor.

13. LICENSOR RIGHT TO ENTER OR GRANT ENTRY

Licensor shall have the right, without liability to Licensee, to allow a duly authorized officer or agent of a federal, state or local governmental agency, admittance to the Licensed Area at any time and from time-to-time, as needed or requested by such agency. Provided, however, that Licensor shall endeavor to provide Licensee with as much notice as is reasonably possible of the governmental agency's request for such admittance to the Licensed Area to allow Licensee to provide an escort to the duly authorized officer or agent. It is specifically understood that such agency need not obtain a search warrant or provide a subpoena.

14. LICENSEE'S PROPERTY: RISK OF LOSS

All property belonging to Licensee, its employees, agents, or invitees, contractors, subcontractors, or any occupant of the Licensed Area, or the Licensed Area, shall be there at the risk of Licensee or such other person only, and Licensor shall not be liable for damage thereto for theft or misappropriation thereof regardless of cause or fault; further, Licensee shall indemnify and hold harmless Licensor, the Indemnities and the Hotel from any claims, causes of action arising from theft or misappropriation of the property belonging to the aforementioned. Nothing herein to the contrary shall require Licensee to indemnify or hold harmless Licensor for the intentional tortious acts of Licensor's employees or agents under this Paragraph 14. The burden of proving such intent shall be upon Licensee.

15. TERMINATION

This Agreement shall be subject to termination by Licensor upon the occurrence of any of the following events:

- a. If Licensee shall fail to pay the sums to Licensor called for in Paragraph 4 or elsewhere herein and such failure continues for fifteen (15) days after written notice that the same is due, or immediately upon notice from Licensor if Licensee shall fail to pay any such sums when due on more than two (2) occasions in any twelve (12) month period;
- b. If Licensee shall violate or breach any of the terms, conditions or covenants hereof and shall not remedy such violation or breach within thirty (30) days after written notice by Licensor to Licensee of such violation or breach; or in the case of a breach of any of the terms, conditions or covenants of the Ground Lease (as defined in Section 20 hereof) within such shorter period of time specified in written notice by Licensor to Licensee of such violation or breach;
- c. If Licensee's operation and use of the Licensed Area shall at any time violate or fail to conform to covenants, conditions, standards or practices established herein or as may be modified

or supplemented by Licensor from time-to-time in writing to Licensee, and such noncompliance is not cured within ten (10) business days after written notice by Licensor to Licensee of such noncompliance; provided, that, if the nature of such noncompliance is curable but that the same cannot with due diligence be cured within ten (10) business day period, Licensee shall not be deemed to be subject to termination, if it shall within such ten (10) business day period commence to cure and thereafter diligently prosecute the same to completion within an additional period not greater than sixty (60) days or in the case of a failure to conform to the standards, conditions or covenants of the Ground Lease (as defined in Section 20 hereof) within such shorter period of time specified in written notice by Licensor to Licensee of such failure;

d. If Licensee shall make an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or is adjudged insolvent, or admits in writing its inability to meet its obligations as they mature, or if a permanent receiver of all or any portion of Licensee's property shall be appointed in any judicial proceeding, or there shall be entered against it an order adjudicating it a bankrupt or insolvent or an order appointing a liquidator, receiver or trustee for it or all or substantially all of its assets or approving as properly filed against it a petition seeking reorganization, arrangement or other proceeding under any bankruptcy or other law for the relief of debtors, which order shall continue unstayed and in effect for, or which proceeding shall not be terminated and Licensee released from such proceeding within thirty (30) days, or if Licensee shall attempt to assign or encumber this Agreement or permit any other person, firm or corporation to conduct the business or services provided for hereunder;

e. Licensor may terminate this Agreement, if Licensee attempts to assign or encumber this Agreement or permit any other person, firm, or corporation to conduct the business or services provided for hereunder except as authorized in this Agreement;

f. If any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency having jurisdiction over the Licensee shall prohibit the operation of the Licensed Area by Licensee as provided for herein;

g. In the event that: (i) The premises upon which the Licensed Area is located should be sold; (ii) Licensor should assign its rights to the Hotel to a third party, or (iii) Licensor proposes, or is required for any reason, to renovate or demolish the Hotel or a substantial portion thereof which includes all or a portion of the Licensed Area, then Licensor shall have the right, upon not less than one hundred eighty (180) days prior written notice to Licensee, to terminate this Agreement;

h. If the Licensed Area is damaged by fire, explosion, casualty, or other similar occurrence to the extent that it substantially and adversely affects the effective use of the Licensed Area and the Licensed Area is no longer reasonably effective for use as contemplated by this Agreement, then within sixty (60) days after the event causing the damage, Licensor must notify Licensee whether or not it elects to repair or rebuild the Licensed Area. If Licensor elects to repair or rebuild the Licensed Area, it shall proceed diligently toward that end. If the damage is not substantially repaired within one (1) year after the event causing the damage, Licensee may terminate this Agreement by notice to Licensor within ten (10) days thereafter. If Licensee does not, this Agreement will continue in effect.

i. If Licensor elects not to repair or rebuild, this Agreement will terminate on the day Licensor gives notice to that effect. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Fees prepaid by Licensee. All Fees shall abate from the date of the casualty until the Licensed Area is restored to the condition existing immediately prior to such damage or destruction.

j. Notwithstanding the foregoing, if the event producing the damage is caused by Licensee's negligent act or omission, or the negligent act or omission of Licensee's servants, employees, agents, visitors or invitees, the required repairs will be at Licensee's expense and Licensee shall not have the right to terminate this Agreement for failure to complete those repairs; or,

k. If Licensee becomes a "Restricted Person" as defined herein, or fails to comply with the Restricted Persons or anti-bribery provisions, including a breach of the representations set forth in Paragraph iv.24 herein, or Licensor discovers through notice from Licensee or through our Licensor's investigation that the representations regarding restricted persons are or have become false.

l. This Agreement shall be subject to termination by Licensee upon the occurrence of any of the following events:

- i. any applications for any government approvals should be finally rejected;
- ii. any government approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any government entity;
- iii. Licensee determines that such government approvals may not be obtained in a timely manner;
- iv. Licensee determines any structural analysis of the Hotel is unsatisfactory.

16. HOLDING OVER

a. If Licensee, with Licensor's consent, leaves the Equipment in the Licensed Area after expiration or earlier termination of this Agreement, or after the date in any notice given by Licensor to Licensee terminating this Agreement, such event shall be deemed to be a month-to-month holdover terminable on thirty (30) days' notice given at any time by either party. All provisions of this Agreement except those pertaining to the Term of this Agreement shall apply to the month-to-month holdover.

b. If Licensee, without Licensor's consent, leaves its Equipment in the Licensed Area after expiration or earlier termination of this Agreement, or after the date in any notice given by Licensor to Licensee terminating this Agreement, Licensee shall pay to Licensor Fees at one hundred and fifty percent (150%) the rate as defined in Paragraph 4 hereof, for the time Licensee thus remains in the Licensed Area, and in addition thereto, shall pay Licensor damages owed to a

successor user or the space payable by Licensor, or otherwise suffered by Licensor, as a result of Licensee's failure or refusal to vacate the Licensed Area.

17. SUBLICENSING AND ASSIGNMENT

Licensee may not sublicense the Licensed Area or assign the Agreement or any rights and obligations hereunder without prior written consent of the Licensor, given or withheld in its sole discretion; provided, however, Licensee may, without the consent of Licensor, assign this Agreement to: (i) any entity in which Licensee directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee, in each case unless such assignment causes Licensor to be in violation or breach of any hotel management or franchise agreement or the Ground Lease, in which event, Licensee shall obtain the prior written consent of the Licensor. Additionally, Licensee may assign this Agreement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Hotel is located by reason of a merger, acquisition or other business reorganization without approval or consent of Licensor, unless such assignment causes Licensor to be in violation or breach of any hotel management or franchise agreement or the Ground Lease, in which event, Licensee shall obtain the prior written consent of the Licensor. The conditions, covenants and agreements in the Agreement to be kept and performed by the parties hereto shall bind and inure to the benefit of their permitted successors and assigns.

In connection with any such transfer to which Licensor may consent, Licensee agrees to furnish Licensor with copies of all documents, and subsequent amendments thereto, executed in connection with such transfer. Any consent of Licensor to a sublicensing, assignment, or transfer of control shall be deemed to be a consent to the initial sublicensing, assignment, or transfer of control and shall not be deemed to be a consent to any further sublicensing, assignment, or transfer of control.

Further, notwithstanding any permitted sublicensing or assignment, the Licensee hereunder shall at all times remain fully responsible and liable for the payment of Fees hereunder and for compliance with all of Licensee's obligations under the terms, provisions and covenants of this Agreement.

At Licensor's request, Licensee shall provide a full and correct list of all parties that use or have been given rights to use the Equipment. Failure to provide such list on request, or any material omission from such list, shall be grounds for immediate termination.

18. RELOCATION OF LICENSED AREA

Licensor hereby reserves the right on one hundred eighty (180) days' notice to require Licensee to relocate all or a portion of the Equipment at any time during the Term at Licensor's expense. In the event that Licensee reasonably determines that such relocation will result in an unacceptable deterioration, degradation or diminution of the quality of communications services provided by Licensee, then Licensee may terminate this Agreement without further liability or penalty upon provision of thirty (30) days' prior written notice.

19. INTENTIONALLY DELETED.

20. NATURE OF LICENSE

The License granted hereby is a non-exclusive license for Licensee to use the Licensed Area solely as permitted hereunder, and is revocable according to the terms hereof. In no event shall this Agreement be deemed or construed to run with the land or create or vest any easements or other rights in Licensor's property. Licensee agrees that no permanent or possessory interest shall accrue to Licensee or its licensees in Licensor's property at any time or by exercise of the permission given hereunder, and that Licensee shall not claim any such interest in Licensor's property. **This Agreement does not create any recordable interest and shall not be recorded in any official records.**

Notwithstanding the foregoing, for the avoidance of doubt this Agreement is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Hotel and to all renewals, modifications, consolidations, replacements, and extensions thereof. This subordination shall be self-operative, and no further instrument of subordination shall be required from Licensee. However, upon written request from Licensor, Licensee shall execute an instrument confirming such subordination, in such form as may be required by the mortgagee.

At any time, but not with less than thirty (30) days prior written notice, Licensee shall execute, acknowledge, and deliver to Licensor a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that the Agreement is in full force and effect as modified and stating the modifications), the then-current Fee and the dates to which the Fee and other charges, if any, have been paid in advance, that there is not then any existing default under the Agreement by either party (or alternatively, identifying with reasonable specificity the nature of any alleged default), the then-existing expiration date of the Term and the number of un-exercised Renewal Terms (if any) then remaining, and such other factual information as may be reasonably requested.

Licensor, through its lease with CHSP Mission Bay LLC ("Ground Lessee") as lessor, is the sublessee of the Hotel from The City of San Diego ("Ground Lessor") pursuant to a Ground Lease dated October 4, 2005, as such Ground Lease has been or may be amended and/or assigned from time-to-time (as so amended and/or assigned, the "Ground Lease"). This Agreement will be considered a sublicense between Licensor and Licensee. Licensee and Licensor will be bound by the terms and provisions of that Ground Lease and any inconsistency or conflict between this Agreement and the Ground Lease will be resolved in favor of the latter. Licensee and Licensor each acknowledge that the Ground Lessor has rights superior to those afforded Licensor and Licensee under this Agreement. Licensee agrees to assume and perform all obligations of Ground Lessee under the Ground Lease applicable to the Licensed Area. Licensee agrees to abide by the provisions of a drugfree workplace at the Hotel.

In the event of termination of the Ground Lease: (i) if required by Ground Lessor, Licensee shall attorn to and pay rents and all other charges directly to Ground Lessor, and (ii) if Ground Lessor does not require attornment, then the Agreement shall cease and expire upon the termination of the Ground Lease.

21. NOTICES

Whenever, by the terms of this Agreement, or otherwise, notice is required or desired to be given, such notice shall be effective only if in writing and served personally, via reliable, national overnight delivery service or sent by certified mail or registered mail, postage prepaid as follows:

- a. If intended for Licensors, addressed to Licensors at:

CHSP TRS Mission Bay
1441 Quivira Road
San Diego, CA 92109
Attention: General Manager

With a copy to:

Park Hotels & Resorts Inc.
1775 Tysons Boulevard, 7th Floor
Tysons, VA 22102
Attention: General Counsel's Office

and

Everest Infrastructure Partners, Inc.
c/o Patriot Communications LLC
Attn: Site Administration
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

or such other address as Licensors may from time to time hereafter designate by like notice.

- b. If intended for Licensee, addressed to Licensee at:

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

or to such other address as may from time-to-time hereafter be designated by Licensee by like notice.

All notices utilizing the U.S. Mail shall be deemed given four (4) business days after the postmark thereof, if by overnight delivery it shall be deemed given on the date delivered as recorded by such delivery service, and if served personally then it shall be deemed given the day served.

22. DEFAULT UNDER OTHER LICENSE

If the term of any other license between Licensee or Licensee's affiliates and Licensor or Licensor's affiliates shall be terminated as a result of a material breach or default by Licensee under that license (after giving effect to applicable cure periods). Licensor reserves the right, upon thirty (30) days' written notice to Licensee, (a) to terminate this Agreement, or (b) to add any sums due the Licensor under that license to the Fees due under this Agreement.

23. NON-AGENCY. ADVERTISING. NO USE OF NAMES

Licensee shall not at any time represent that it is employed by Licensor, or that it is authorized to make any contracts, agreements or obligations on behalf of Licensor, the hotel manager or any of their affiliates and Licensee shall not take any actions on behalf of any of the foregoing or in the name of any of the foregoing. Licensee shall not display or distribute any advertising signs or notices of any kind whatsoever upon the premises of the Hotel, except caution and work in progress signs and other signs required by applicable law, without the prior written permission of Licensor in each instance, any such permission to be revocable at any time thereafter without prior notice at the sole discretion of Licensor. Licensee hereby covenants and agrees not to use the name of Licensor, the Hotel, the hotel manager, any of their affiliates or any marks or other intellectual property owned by them in connection with any of Licensee's business or operations without the prior written approval of the owner of such name, mark or other intellectual property, and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval.

24. REPRESENTATIONS AND WARRANTIES

Licensee represents and warrants that there are no agreements or arrangements, whether written or oral, that would be breached by Licensee upon execution of this Agreement or that would impair or prevent Licensee from performing its obligations hereunder during the term hereof, and Licensee further represents, warrants, covenants and agrees that it has and will maintain throughout the term hereof all qualifications required to perform its obligations hereunder, and that it has not made and will not make any commitment or do any act in conflict with this Agreement. Licensee shall promptly provide Licensor, hotel manager and their affiliates with all information reasonably requested by them with respect to Licensee and its affiliates including respective officers, directors or shareholders. The information requested may include but not necessarily be limited to financial condition, personal and family background, litigation, indictment, criminal proceedings and the like in which any of the aforementioned may have been involved (collectively, the "Requested Information"), in order for the requesting party to determine that the Requested Information does not disclose any fact which might adversely affect, in any manner, any of their licenses, permits or operations or the current stature of any such party with any governmental board, commission or regulatory agency. Notwithstanding the foregoing, as long as Licensee is wholly-owned, directly or indirectly, by a public entity that files periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (or by a non-United States public entity that files comparable publicly available reports with a comparable regulatory agency under a comparable regulatory structure), the foregoing request for information shall be satisfied by identifying such public entity (and, if a non-United States public entity, identifying the source of publicly available reports) and providing a representation that such entity owns, directly or

indirectly, all of the capital stock, partnership interests or other proprietary or equity interests in Licensee.

Restricted Persons and Anti-bribery Representations and Warranties. Licensee represents and warrants to Licensor that to Licensee's actual or constructive knowledge neither Licensee, including Licensee's directors and officers, senior management, shareholders or other persons having a controlling interest in Licensee, and any funding sources Licensee requires Licensee to specify, are not, and are not owned or controlled by, or acting on behalf of any of the following "Restricted Persons": (a) the government of any country that is subject to an embargo imposed by the United States government; (b) entities located in or organized under the laws of any country that is subject to an embargo imposed by the United States government; (c) individuals ordinarily resident in any country that is subject to an embargo imposed by the United States government; or (d) persons identified from time to time by any government or legal authority under applicable laws as a person with whom dealings and transactions by Licensee, Licensor and/or its entities are prohibited or restricted, including persons designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. Licensee agrees that Licensee will notify Licensor in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this subparagraph untrue.

Licensee further represents and warrants to Licensor that Licensee will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:

- a. an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization;
- b. any political party or candidate for political office; or
- c. any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities

if any such payment, offer, act or authorization is for purposes of improperly influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation.

Licensor represents and warrants to Licensee that as of the Effective Date that there are no unrecorded liens, judgments, covenants, easements, restrictions or other impediments of title that will materially adversely affect Licensee's use.

25. TAXES

Licensee shall pay all personal property taxes and assessments assessed against Licensee's Equipment, improvements, and other personal property tax on the Licensed Area and/or Hotel. Licensee shall also promptly reimburse Licensor for that portion of any increased real property taxes

and assessments for the Hotel, which Licensor demonstrates are based upon Licensee's use of the Licensed Area, or improvements constructed or installed at the Licensed Area by or on behalf of Licensee. In the event that any Fees payable by Licensee to Licensor under this Agreement are taxed (other than as a component of Licensor's taxable income for purposes of determining Licensor's federal, state, or local income tax or a gross volume of business tax), Licensee shall promptly reimburse Licensor for such taxes.

26. INDEPENDENT CONTRACTOR

In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

27. DRAFTING AND PREPARATION

Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, if any construction is to be made of this Agreement of any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of same.

28. SEVERABILITY

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of the Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29. ENTIRE AGREEMENT

This Agreement contains the full and complete understanding of the parties concerning the subjects contained herein and supersedes any and all prior written or oral agreements between the parties and cannot be amended except in writing signed by both parties.

30. 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 in such action 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.

31. AUTHORITY

Each of the parties hereto hereby represents and warrants to the other party hereto that it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on

whose behalf it is executing this Agreement to the terms hereto, and its authority is not inhibited by any private agreement or legal proceeding.

32. CONFIDENTIALITY

Licensee acknowledges that it may obtain or develop information or materials (including without limitation this Agreement) from Licensor and/or others, without warranty or representation of any kind, which Licensor considers or which Licensee should consider proprietary and confidential to or of independent economic value to Licensor, actual or potential, regardless whether otherwise protectable under any law, and regardless of protection, markings or dissemination ("Confidential Information"). Licensee covenants and agrees that all Confidential Information will be considered, deemed and protected as proprietary and confidential to Licensor. Except to the extent required by applicable law, Licensee will not disclose or permit inevitable disclosure of Confidential Information (including without limitation storage or transmission in any electronic medium now known or hereafter developed), it will not allow or permit any Confidential Information to be corrupted or infected or misappropriated or used except and solely to Licensor's right, title, interest and benefit. Both parties agree that the restrictions herein are mutually agreed to be and shall be deemed to constitute reasonable efforts to maintain confidentiality and ensure compliance with applicable laws and regulations.

Licensee shall comply with all applicable privacy laws and the published privacy policies of Licensor, hotel manager and their affiliates, as amended from time to time.

33. MISCELLANEOUS

a. This Agreement is made subject to all local, state and federal laws and regulations now or hereafter in force, and shall not be modified, extended, or terminated (other than as set forth, herein) except by an instrument duly signed by Licensor and Licensee and approved by Licensor.. Waiver of a breach of any provisions hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

b. No Brokers. Licensor and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker (if any), made in connection with this transaction.

c. Governing Law. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND ANY SCHEDULES AND/OR EXHIBITS HERETO WILL BE GOVERNED BY THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OR COMMONWEALTH IN WHICH THE HOTEL IS LOCATED.

d. Successors and/or Assigns. This Agreement shall be binding upon the parties, and their permitted successors and assigns.

e. Further Acts. Licensors and Licensee agree to do any further acts and execute such additional documents as the other may reasonably require to confirm this Agreement and to carry out the purpose of this Agreement.

f. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not considered in construing or interpreting this Agreement.

g. Signature Pages. Any signature page delivered by a fax machine, email (e.g., by attachment of a PDF bearing a party's signature) or other electronic means shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment hereto.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

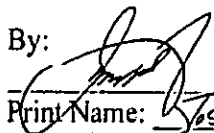
i. Examination of Agreement. Submission of this instrument for examination or signature does not constitute an offer, reservation of, or an option for the Licensed Area and it is not effective as a license or otherwise until both parties sign and exchange copies of this instrument.

j. Required Documentation. For any party to whom Fees are to be paid, Licensor or any successor in interest of Licensor hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify Licensor's or such other party's right to receive Fees as is reasonably requested by Licensee. Fees shall accrue in accordance with this Agreement, but Licensee shall have no obligation to deliver payments until the requested documentation has been received by Licensee. Upon receipt of the requested documentation, Licensee shall deliver the accrued payments as directed by Licensor.

[Signature Page to Follow]

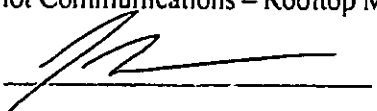
Licensee Site Name:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of date first above written.

LICENSOR: CHSP TRS Mission Bay LLC, a Delaware limited liability company	LICENSEE: Dish Wireless L.L.C., a Colorado limited liability company
By: 	By: 
Print Name: <u>José M. Pinedos,</u>	Print Name: <u>Satish Sharma</u>
Its: <u>VICE PRESIDENT</u>	Its: <u>Executive VP</u>
Date: <u>7/9/27</u>	Date: <u>DISH Wireless</u>
	Date: <u>June 19, 2024</u>

Acknowledged by:

Patriot Communications – Rooftop Management Company

By: 

Print Name: John Lemmon

Its: EV and General Counsel

Date: 6/12/2024

Licensee Site Name:

EXHIBIT "A" to Space License Agreement is entered into as of [DATE] by and between CHSP TRS MISSION BAY LLC, a Delaware limited liability company (hereinafter referred to as "Licensor") and DISH WIRELESS L.L.C., a Colorado limited liability company (hereinafter referred to as "Licensee"):

RADIO COMMUNICATIONS EQUIPMENT DESCRIPTION



This Exhibit contains, in its entirety, Sub-Licensee's inventory of equipment specific to this License Agreement. To the extent the terms of this Exhibit conflict with the terms of the License, the terms and provisions of this Exhibit shall prevail.

SITE APPLICATION/REQUEST FOR OCCUPANCY

Submit completed application to: jkerns@4rooftops.com or P.O. Box 1113, Miamisburg, OH 45342

DATE SUBMITTED: 10/14/21 (Application valid for 90 days)

APPLICANT/LESSEE INFORMATION:

Name (as it should appear on lease document): Dish Wireless L.L.C.

Street Address: 9601 S. Meridian Blvd.

City/State/Zip: Englewood CO 80112

Telephone: [Click here](#) Fax: [Click here](#)

Billing Address (if different from above): [Click here](#)

Billing City/State/Zip: [Click here](#)

Entity Type (Partnership, Corporation, etc.): limited liability company

CONTACTS

Site Acquisition: Gregory Moorad Phone: 858-603-2336 Email: greg.moorad@plancominc.com

Carrier: Don Calabria Phone: 310-200-5199 Email: Donald.calabria@dish.com

Accounts Payable: Don Calabria Phone: 310-200-5199 Email: Donald.calabria@dish.com

RF Engineer: Guillermo Guevara Phone: 949-973-7594 Email: guillermo.guevara@dish.com

TYPE OF INSTALL (please check below):

- ☐ Modification to existing equipment
- ☒ New Install
- ☐ Fiber Install (fill out only applicable sections and attach plans)
- ☐ Modification to existing Fiber
- ☐ DAS Install
- ☐ Modification to DAS

Proposed date of install: March 2022

Licensee Site Name:

SITE INFORMATION:

Name of Antenna Site Requested: **Hyatt Regency Mission Bay** Patriot Communications Site Name/Number:
Hyatt Regency Mission Bay

County/State/Zip: **San Diego, CA, 92109**

Coordinates: Latitude **32.764883** Longitude **-117.240259**

Applicant's site name/number, if different: **SDSAN00432A**

NEW INSTALL or MODIFICATIONS (This Exhibit will replace existing Exhibits, therefore, please list all new & existing equipment on the chart below)

New Install: ☒ Additional Equipment: ☐ Change of Equipment: ☐

	Sector 1	Sector 2	Sector 3	Sector 4
Antenna Height (centerline)	166'-10"	166'-10"	173'-8"	Click here
Antenna Quantity	1	1	1	Click here
Antenna Manufacturer	Commscope	Commscope	JMA	Click here
Antenna Model (Attach Spec Sheet)	FFV4-65B-R6	FFV4-65B-R6	MX08FR0465-20	Click here
Length	71.97"	71.97"	48"	Click here
Weight	83.1 lbs	83.1 lbs	51.3 lbs	Click here
ERP (watts)	12400	12400	12400	Click here
Tower Mount Type	Pipe mount	Pipe mount	Pipe mount	Click here
Pipe Mount/RRU Weight	111 lbs	111 lbs	Pipe mount: 18 lbs	Click here
Tower Mount Amplifiers /RRU (please specify)	(3) Samsung RRHs	(3) Samsung RRHs	(2) Samsung RRHs	Click here
Number of Feedlines	1	1	1	Click here
Diameter of Feedlines	1.5"	1.5"	1.5"	Click here

SATELLITE ANTENNAS:

New installation: ☐ Additional Equipment: ☐ Make/Model: Click here Size: Click here
 Ground Mounted ☐ Mounted on Building ☐ Mounting Height: Click here

GPS: Yes ☒ No ☐ If Yes, location: On wall of building/penthouse (mounting height: 175'-8")

TMA's/TTA's: Make/Model Click here Size Click here Weight Click here

RRHU's: Make/Model Samsung RF4450T-71A Size 16.5 x 15 x 11 (Inches) Weight 74.95 lbs

Applicant's Building: ☐ Applicant's Pad: ☐ Lessor's Building: ☒

Dimensions of Applicant's Building/Pad: Click here x Click here ft. Total Ground Space Required: None-

Licensee Site Name:

interior equipment space

Type (Terminal, Transmitter, Repeater, etc.): Transmitter Number of Units: 1

Number of Cabinets: 1 Cabinet Dimensions: 54.8 x 32 x 32" Cabinet weight: 366 lbs

Total Floor Space Required: 8' x 5' interior equipment space

Using TX Combining? Yes ☐ No ☐ If Yes, Applicant's ☐ Lessor's ☐

Using RX Multi-coupling? Yes ☐ No ☐ If Yes, Applicant's ☐ Lessor's ☐

Filters/Duplexers: Yes ☐ No ☐ If Yes, make and model: Click here

Power Requirements: Separately Metered ☐ Lessor's Meter ☒

Back Up Power Required? Yes ☐ No ☒

If yes, ground space required: Click here x Click here ft. Type: Click here (attach spec sheet)

Call Sign: Click here

FCC License Expiration Date: Click here

TECHNOLOGY TYPE	#CHANNELS	TX FREQUENCIES	RX FREQUENCIES	TRANSMIT POWER (TPO) (watts)
5G	Click here	722-728, 2155-2200, 1995-2020, 617-652	1755-1780, 1995-2020, 663-698	132
CELLULAR	Click here	Click here	Click here	Click here
PCS	Click here	Click here	Click here	Click here
BROADCASTING	Click here	Click here	Click here	Click here
LAND MOBILE	Click here	Click here	Click here	Click here
WIRELESS DATA	Click here	Click here	Click here	Click here
SMR/ESMR	Click here	Click here	Click here	Click here

STEALTHING:

Full Stealth Installation ☒ Paint to Match ☐ Not Applicable ☐

DISTRIBUTED ANTENNAE SYSTEM (DAS)

See attached design

SUMMARY/SCOPE OF WORK (please list explanation of work to be done):

Proposed new build- new site on rooftop of building. Alpha and Beta sector antennas/RRHs/OVPs will be fully screened behind existing FRP screening, adjacent to Sprint's existing antennas. New FRP screen box will be added for Gamma sector antenna adjacent to Sprint's existing antennas. 8' x 5' interior equipment space inside existing mechanical room is proposed for equipment cabinets.

FINAL CONFIGURATION:

Licensee Site Name:

SECTOR SCOPE OF WORK:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL PROPOSED JUMPERS
- INSTALL (8) PROPOSED RRU's (3 PER SECTOR AT ALPHA & BETA SECTORS & 2 AT GAMMA SECTOR)
- INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)
- INSTALL (3) PROPOSED HYBRID CABLES (1 PER SECTOR) IN CABLE TRAY
- INSTALL PROPOSED CABLE TRAY

ROOFTOP SCOPE OF WORK:

- INSTALL (1) PROPOSED INTERIOR EQUIPMENT RACK
- INSTALL (1) PROPOSED CABLE TRAY
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED PPC CABINET
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- INSTALL (1) PROPOSED CIENA BOX (AT&T) OR ALPHA FIBER CABINET (COX) (AS REQUIRED)
- INSTALL (1) PROPOSED 100 AMP BREAKER IN EXISTING ELECTRICAL PANEL
- INSTALL (1) PROPOSED E-MON D-MON SUBMETER
- INSTALL (1) PROPOSED GPS UNIT ON MECHANICAL SCREEN WALL

****ATTACH SITE SKETCH WITH THIS APPLICATION****

*****ALL EXISTING AND NEW EQUIPMENT MUST BE LABELED WITH THE CARRIER'S SITE ID*****

FEES (Non-refundable):

Please check below all that apply:

- ☒ \$2500.00 application fee for new builds, new SSLA, new DAS, etc.
- ☐ \$1500.00 application fee for modifications
- ☐ \$5000.00 Crane inconvenience fee per occurrence
(If crane is needed, crane fee must be paid with application fee)
- ☐ \$5000.00 FIBER INSTALL inconvenience fee per occurrence

All payments should be sent to:
Everest Infrastructure Partners, Inc
c/o Patriot Communications LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

****Note: Property name/address and/or
invoice number is required with payment!**

FOR OFFICE USE ONLY

Property Manager: Jason Kerns 937 681-8557 jkerns@4rooftops.com

Site Name: Hyatt Regency Mission Bay

Project: SSLA

Carrier: Dish

Date application emailed: [Click here](#)

Date application received from carrier: 10.18.21

Does carrier have any past due invoices (rent and/or utilities): Y ☐ N ☐ N/A ☒

Invoice for app. fee sent	Y ☒ N ☐ N/A ☐	Invoice Number: 8202	Paid	Y ☒ N ☐	Date: 10.18.21
Invoice for crane fee sent	Y ☐ N ☒ N/A ☐	Invoice Number: Click here	Paid	Y ☐ N ☐	Date: Click here
Invoice for fiber fee sent	Y ☐ N ☒ N/A ☐	Invoice Number: Click here	Paid	Y ☐ N ☐	Date: Click here
Plans & Specs attached:	Y ☒ N ☐				

Licensee Site Name:

Structural Analysis: Y ☐ N ☒ N/A ☐

Current Monthly Rent as of (Click here)

\$ 0

Current Escalation is %

(Click here %)

Escalation Date

(Click here)

If approved, will proposed changes increase the monthly rent?

Y ☐ N ☐

If yes, what is the additional amount that will be charged for these changes?

\$ (Click here)

NEW MONTHLY RENT WITH CHANGES AS OF (Click here)

\$ (Click here)

Completed paperwork given to Accounting Y ☐ N ☐ Added to PB

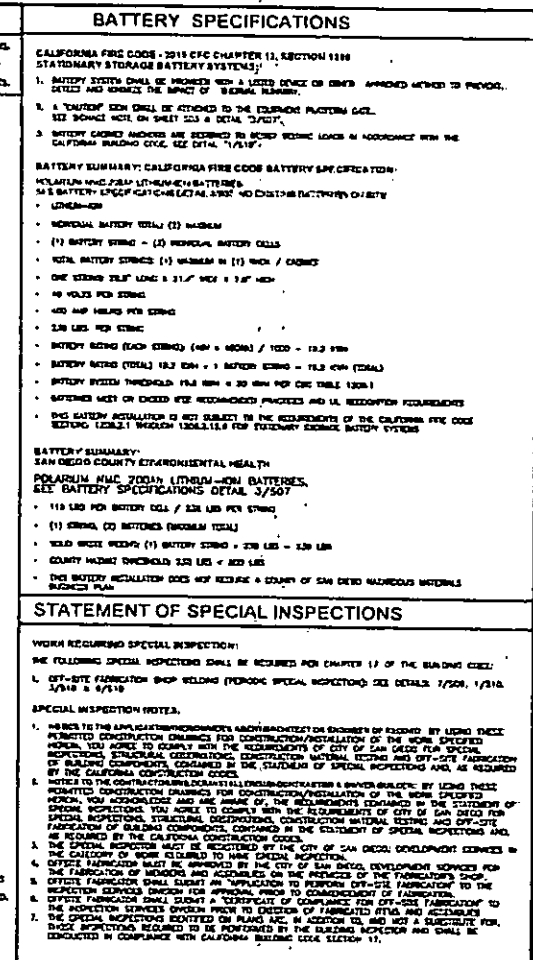
Y ☐ N ☐

Licensee Site Name:

EXHIBIT "B" to Space License Agreement is entered into as of **[DATE]** by and between **CHSP-
TRS MISSION BAY LLC**, a Delaware limited liability company (hereinafter referred to as
"Licensor") and **DISH WIRELESS L.L.C.**, a Colorado limited liability company (hereinafter
referred to as "Licensee");

DESCRIPTION OF LICENSED AREA

[See attached drawings]



NOTED FOR

SDSAND00432A
MAY 1968 P.O. BOX 1000, CA

Page 2 of 2

1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400</
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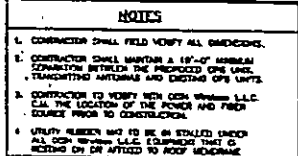
507

RECEIVED BY dish WIRELESS 5791 SOUTH SANTA FE DRIVE LITTLETON, CO 80120	RECEIVED BY PLANCONI WIRELESS 301 STATE PLACE ECCONOMO CALIFORNIA 90729	LOANED NOT LOANED
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[illegible]

0 1/2 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRIPPING IS
NOT TO SCALE.

The City of
SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT



NOTES FOR

NOTES FOR

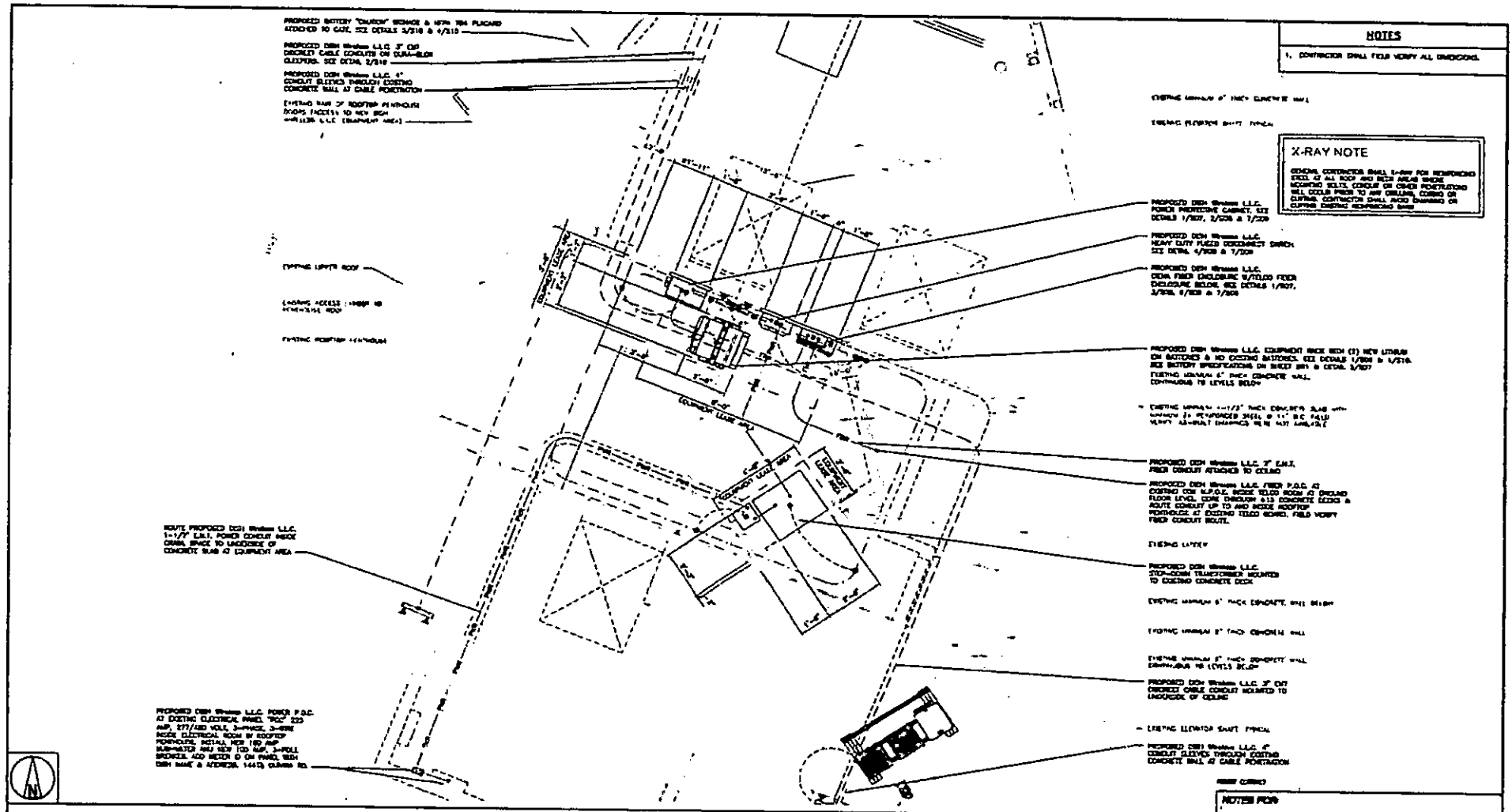
1405 OLIVER ROAD, SAN DIEGO, CA 92106

● 12

NO

SO2

The City of
SAN DIEGO
420 W. Broadway, Suite 1000 San Diego, CA 92101
619.594.4000
DEVELOPMENT SERVICES DEPARTMENT



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

X-RAY NOTE

GENERAL CONTRACTORS SHALL X-RAY FOR REINFORCED STEEL OF ALL ROOF AND FLOOR SLABS PRIOR TO ANY CONCRETE POURING. CONCRETE SHALL BE CASTED OVER REINFORCED STEEL. CONCRETE SHALL BE CASTED OVER REINFORCED STEEL. CONCRETE SHALL BE CASTED OVER REINFORCED STEEL.

EQUIPMENT PLAN - INSIDE ROOFTOP PENTHOUSE

						THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT		SDSANO0432A 1000 CLAYTON ROAD, SAN DIEGO, CA 92111	
11' 0" 10' 0" 9' 0" 8' 0" 7' 0" 6' 0" 5' 0" 4' 0" 3' 0" 2' 0" 1' 0" 0' 0"		1" = 1'-0"		1		1		1	
11' 0" 10' 0" 9' 0" 8' 0" 7' 0" 6' 0" 5' 0" 4' 0" 3' 0" 2' 0" 1' 0" 0' 0"		1" = 1'-0"		1		1		1	

4-15-14

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 1/2" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTER ANTENNA AND EXISTING GPS UNIT.

EXISTING PLANTING

EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

PROPOSED GPS UNIT, TRANSMITTER, ANTENNA, AND GPS UNIT MOUNTED ON NEW EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

PROPOSED GPS UNIT, TRANSMITTER, ANTENNA, AND GPS UNIT MOUNTED ON NEW EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

EXISTING PLANTING

EXISTING GPS UNIT

PROPOSED GPS UNIT, TRANSMITTER, ANTENNA, AND GPS UNIT MOUNTED ON NEW EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

PROPOSED GPS UNIT, TRANSMITTER, ANTENNA, AND GPS UNIT MOUNTED ON NEW EXISTING OF TRANSPARENT MECHANICAL SOUTH WALL

BUILDING - EAST ELEVATION

1/2" = 1' - 0"

1

BUILDING - SOUTH ELEVATION

1/2" = 1' - 0"

2

NOTES FOR

SDSAND00432A

1000 OLIVER ROAD, SAN DIEGO, CA 92103

DATE: 9/10/2020

REV: 01

REV: 02

S05

dish

1701 SOUTH BARTLE DRIVE
LITTLE ROCK, AR 72202

PLANCONI

382 STATE PLACE
ESCONDIDO, CALIFORNIA 92029



DATE	DESCRIPTION	APPROVED DATE
9/10/2020	DESIGN BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	
9/10/2020	DESIGNED BY - J. J. J. J.	

IF THIS SHEET DOES NOT MEASURE 11" X 17" IT IS NOT TO SCALE.

The City of
SAN DIEGO

DEVELOPMENT SERVICES DEPARTMENT

CIVIL 5.31.20

NOTES 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. 2. CONTRACTOR SHALL MAINTAIN A 12"-0" MINIMUM CLEARANCE BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNA AND EXISTING GPS UNITS.		NOTES 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. 2. CONTRACTOR SHALL MAINTAIN A 12"-0" MINIMUM CLEARANCE BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNA AND EXISTING GPS UNITS.			
BUILDING - NORTH ELEVATION		BUILDING - WEST ELEVATION			
10' 12" x 4' 0" 1/2 1" = 10' - 0" 1		10' 12" x 4' 0" 1/2 1" = 10' - 0" 2		NOTES FOR SDSAN00432A 1405 CLAYTON ROAD, SAN DIEGO, CA 92109 SHEET 2 OF 20 SHEETS REV 03 REV 03	
FOR: dish 1781 SOUTH SANTA FE DRIVE LITTLETON, CO 80120		FOR: PLANCONI 302 STATE PLACE ESCONDIDO CALIFORNIA 92026		THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT	
DATE: 5.31.24		506			

Licensee Site Name:

EXHIBIT "C" to Space License Agreement is entered into as of [DATE] by and between CHSP TRS MISSION BAY LLC, a Delaware limited liability company (hereinafter referred to as "Licensor") and DISH WIRELESS L.L.C., a Colorado limited liability company (hereinafter referred to as "Licensee");

COPIES OF APPLICATIONS AND FCC OPERATING LICENSES

[See attached copies of DISH's Apps & FCC Licenses]

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: GAMMA ACQUISITION L.L.C.

ATTN: ALISON MINEA
GAMMA ACQUISITION L.L.C.
1110 VERMONT AVENUE NW SUITE 750
WASHINGTON, DC 20005

Call Sign T060430161	File Number
Radio Service AD - AWS-4 (2000-2020 MHz and 2180-2200 MHz)	

FCC Registration Number (FRN): 0021004817

Grant Date 03-07-2013	Effective Date 09-11-2020	Expiration Date 06-14-2023	Print Date
Market Number BEA161	Channel Block A	Sub-Market Designator 0	
Market Name San Diego, CA			
1st Build-out Date 03-07-2017	2nd Build-out Date 06-14-2023	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: GAMMA ACQUISITION L.L.C.

Call Sign: T060430161

File Number:

Print Date:

Special Condition 1: This license document as first issued on March 7, 2013, reflects the Order of Modification and Authorization (DA-13-231) to existing Mobile Satellite Service ("MSS") call sign E060430 to add Part 27 rights and obligations for Advanced Wireless Service-4 ("AWS-4") terrestrial operating authority with all of the attendant rights, limitations, and obligations associated with the AWS-4 service rules adopted in WT Docket No. 12-70 (FCC 12-151), and any subsequent orders. The license document issued on March 7, 2013, is not a separate authorization in and of itself. The parameters reflected in the International Bureau Filing System for the MSS authorization of the license (call sign E060430) together with the parameters reflected in the Universal Licensing System for the standalone terrestrial authorization of the license (call sign T060430001 - T060430176 derivatives) as of March 7, 2013 constitute the whole of the modified license. Except as otherwise ordered, a licensee of AWS-4 operating authority is permitted to partition, disaggregate, and lease AWS-4 spectrum as provided under the FCC's rules. See, e.g., FCC 19-103; 47 CFR Parts 1, 27. The partition, disaggregation, or lease of AWS-4 spectrum does not encompass the MSS authorization.

Special Condition 2: A licensee of AWS-4 operating authority shall comply with the specific Global Positioning System ("GPS") protection limits set forth in the September 27, 2012 letter agreement between DISH Network Corporation (parent corp. of the AWS-4 licensee under this license as issued on March 7, 2013) and the U.S. GPS Industry Council, as detailed in FCC Order 12-151. See Service Rules for Advanced Wireless Services in the 2000-2020 MHz and 2180-2200 MHz Bands, WT Docket Nos. 12-70, 04-356, ET Docket No. 10-142, Report and Order and Order of Proposed Modification, 27 FCC Rcd 16102, 16151-53, at Paras. 118-122 (2012) (AWS-4 Report and Order), citing Letter from Jeffrey H. Blum, Deputy General Counsel, DISH Network Corporation, and F. Michael Swiek, Executive Director, The U.S. GPS Industry Council, to Marlene H. Dortch, Sec'y, Federal Communications Commission, WT Docket Nos. 12-70, 04-356, ET Docket No. 10-142 (filed Sept. 27, 2012) (a copy of this letter is attached). Further, as detailed in the AWS-4 Report and Order, an AWS-4 license shall remain subject to this Special Condition 2 in the event that the licensee assigns or otherwise transfers the license to a successor-in-interest or assignee. *Id.* at 16152-53, Para. 121.

Special Condition 3A: A licensee of AWS-4 operating authority shall protect Federal operations in the 2200-2290 MHz band as specified in Section 27.1134(e) of the Commission's rules and in FCC Order 12-151. 47 C.F.R. § 27.1134(e); Service Rules for Advanced Wireless Services in the 2000-2020 MHz and 2180-2200 MHz Bands, WT Docket Nos. 12-70, 04-356, ET Docket No. 10-142, Report and Order and Order of Proposed Modification, 27 FCC Rcd 16102, 16148-51, at Paras. 107-117 (2012) (AWS-4 Report and Order).

Licensee Name: GAMMA ACQUISITION L.L.C.

Call Sign: T060430161

File Number:

Print Date:

Special Condition 3B: In December 2012, DISH Network Corporation (parent corp. of the AWS-4 licensee under this license as issued on March 7, 2013) and federal users of the 2200-2290 MHz band entered into an operator-to-operator agreement. Letter from Karl B. Nebbia, Associate Administrator, Office of Spectrum Management, National Telecommunications and Information Administration, to Julius Knapp, Chief, Office of Engineering and Technology, Federal Communications Commission, WT Docket Nos. 12-70, 04-356, ET Docket No. 10-142, at Attachment ("Operator-to-Operator Agreement between New DBSD Satellite Services G.P. and Gamma Acquisition L.L.C. and United States Federal Government Agencies Operating Earth Stations and/or Aeronautical Mobile Telemetry (AMT) Stations in the 2200-2290 MHz Band") (Dec. 11, 2012) (a copy of this letter is attached). As detailed in FCC Order 12-151, a licensee of AWS-4 operating authority shall comply with this agreement with regard to the permissible AWS-4 emissions into the 2200-2290 MHz band and/or the maximum actual AWS-4 emissions to be received at the specified sites of Federal operations in the 2200-2290 MHz band. AWS-4 Report and Order, 27 FCC Rcd at 16148-51, Paras. 107-117.

Special Condition 3C: As detailed in Section 27.1134(e)(2) of the Commission's rules and in FCC Order 12-151, a licensee of AWS-4 operating authority who is a party to a private contractual agreement between it and a Federal government entity(ies) operating in the 2200-2290 MHz band must maintain a copy of the agreement in its station files and disclose it, upon request, to prospective AWS-4 assignees, transferees, or spectrum lessees, to Federal operators, and to the Commission. 47 C.F.R. § 27.1134(e)(2); AWS-4 Report and Order, 27 FCC Rcd at 16149-50, at Para. 112.

Special Condition 4A: This license is subject to the terms of the Memorandum Opinion and Order, DA 13-2409, in WT Docket No. 13-225.

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Special Condition 4B: On June 1, 2016, DISH Network Corporation, parent corp. of the AWS-4 licensee under this license (as issued on March 7, 2013, and to date), stated unequivocally its election applicable to all AWS-4 licenses of terrestrial downlink-not terrestrial uplink-operations at 2000-2020 MHz. See WT Docket No. 13-225, Letter from Jeffrey H. Blum, Senior Vice President & Deputy General Counsel, DISH Network Corporation, to Marlene H. Dortch, Secretary, FCC (filed Jun. 1, 2016). See also modification applications granted 6/7/2016 (Lead Call Sign T060430001/File No# 0007289841). This one-time election is binding on all AWS-4 licensees and licenses including any AWS-4 licenses issued subsequently. Use of the Lower AWS-4 Band for terrestrial downlink operations is subject to any rules that are generally applicable to AWS downlink operations except to the extent expressly waived by Memorandum Opinion and Order, DA 13-2409, in WT Docket No. 13-225. By way of reference and not limitation, see Memorandum Opinion and Order, DA 13-2409, at para. 25 for list of rules waived for downlink operations, and id. at para. 47 for list of requirements for downlink operations.

Licensee Name: GAMMA ACQUISITION L.L.C.

Call Sign: T060430161

File Number:

Print Date:

Special Condition 5 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

Special Condition 5a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 5b (9/11/2020): Final Buildout Requirement. Licensee shall provide terrestrial 5G Broadband Service coverage and offer terrestrial 5G Broadband Service by 6/14/2023 to at least seventy (70) percent of the population in the license area in the 2000-2020 MHz and 2180-2200 MHz bands. If licensee fails to establish that it meets this Final Buildout Requirement in the license area in the 2000-2020 MHz and 2180-2200 MHz bands, its authorization for this license area shall terminate automatically without Commission action. Failure to meet this Final Buildout Requirement in an EA shall also result in the MSS protection rule in 47 CFR § 27.1136 no longer applying in this license area. See generally 47 CFR § 27.14(q)(2),(4)-(6).

Special Condition 5c (9/11/2020): Contingent extension: The Final Buildout Requirement in special condition 5b shall be extended to 6/14/2025 if licensee establishes that it is offering 5G Broadband Service with respect to its AWS-4 licenses in the 2000-2020 MHz and 2180-2200 MHz bands to 50% or more of the U.S. population by 6/14/2023.

Special condition 5d (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Licensee Name: GAMMA ACQUISITION L.L.C.

Call Sign: T060430161

File Number:

Print Date:

Special Condition 5e (9/11/2020): Until September 11, 2026; licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Economic Area of this license more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANIFEST WIRELESS L.L.C.

ATTN: ALISON MINEA
MANIFEST WIRELESS L.L.C.
1110 VERMONT AVENUE, NW, SUITE 750
WASHINGTON, DC 20005

Call Sign WQJZ302	File Number
Radio Service WY - 700 MHz Lower Band (Blocks A, B & E)	

FCC Registration Number (FRN): 0017173121

Grant Date 02-20-2009	Effective Date 09-11-2020	Expiration Date 06-14-2023	Print Date
Market Number BEA161	Channel Block E	Sub-Market Designator 0	
Market Name San Diego, CA			
1st Build-out Date 03-07-2017	2nd Build-out Date 06-14-2023	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: MANIFEST WIRELESS L.L.C.

Call Sign: WQJZ302

File Number:

Print Date:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. Licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2023 to at least seventy (70) percent of the population in the license area of this license. If licensee fails to establish that it meets this Final Buildout Requirement in the license area of this license, its authorization for unserved areas shall terminate automatically without Commission action. See Public Notice, DA 19-77 (licensee keeps the areas of the license that it serves and the remaining unserved areas are returned to FCC's inventory for relicensing).

Special Condition 1c (9/11/2020): Contingent extension: The Final Buildout Requirement in Special Condition 1b shall be extended to 6/14/2025 if licensee establishes that it is offering 5G Broadband Service with respect to its Lower 700 MHz E Block licenses to 50% or more of the U.S. population covered by DISH's Lower 700 MHz E Block licenses by 6/14/2023.

Special Condition 1d (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and automatic license terminations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Licensee Name: MANIFEST WIRELESS L.L.C.

Call Sign: WQJZ302

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AMERICAN H BLOCK WIRELESS L.L.C.

ATTN: OFFICE GEN. COUNSEL, LEGAL DEPT.
AMERICAN H BLOCK WIRELESS L.L.C.
PO BOX 6663
ENGLEWOOD, CO 80155-6663

Call Sign WQTX360	File Number
Radio Service AH - AWS-H Block (at 1915-1920 MHz and 1995-2000 MHz)	

FCC Registration Number (FRN): 0023125057

Grant Date 04-29-2014	Effective Date 09-11-2020	Expiration Date 06-14-2023	Print Date
Market Number BEA161	Channel Block H	Sub-Market Designator 0	
Market Name San Diego, CA			
1st Build-out Date 04-29-2018	2nd Build-out Date 06-14-2023	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AMERICAN II BLOCK WIRELESS L.L.C.

Call Sign: WQTX360

File Number:

Print Date:

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this H Block license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2023 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this H Block license, this authorization shall terminate automatically without Commission action. See § 27.14(r)(3).

Special Condition 1c (9/11/2020): Contingent extension: The Final Buildout Requirement in special condition 1b shall be extended to 6/14/2025 if licensee establishes that it is offering 5G Broadband Service with respect to its AWS H Block licenses to 50% or more of the U.S. population by 6/14/2023.

Special Condition 1d (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: PARKERB.COM WIRELESS L.L.C.

ATTN: JEFFREY BLUM
PARKERB.COM WIRELESS L.L.C.
PO BOX 6663
ENGELWOOD, CO 80155

Call Sign WQZM417	File Number
Radio Service WT - 600 MHz Band	

FCC Registration Number (FRN): 0025268459

Grant Date 06-14-2017	Effective Date 09-11-2020	Expiration Date 06-14-2029	Print Date
Market Number PEA018	Channel Block F	Sub-Market Designator 0	
Market Name San Diego, CA			
1st Build-out Date	2nd Build-out Date 06-14-2025	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H); as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WOZM417

File Number:

Print Date:

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

Special Condition 1c (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Special Condition 1d (9/11/2020): Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of this license more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM417

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: PARKERB.COM WIRELESS L.L.C.

ATTN: JEFFREY BLUM
PARKERB.COM WIRELESS L.L.C.
PO BOX 6663
ENGELWOOD, CO 80155

Call Sign WQZM418	File Number
Radio Service WT - 600 MHz Band	

FCC Registration Number (FRN): 0025268459

Grant Date 06-14-2017	Effective Date 09-11-2020	Expiration Date 06-14-2029	Print Date
Market Number PEA018	Channel Block G	Sub-Market Designator 0	
Market Name San Diego, CA			
1st Build-out Date	2nd Build-out Date 06-14-2025	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H); as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM418

File Number:

Print Date:

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

Special Condition 1c (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Special Condition 1d (9/11/2020): Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of this license more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

02/27/2024

Attachment B

Environmental Determination (NORA)	
Environmental Planner	Greg Johansen (gjohansen@sandiego.gov)
Environmental Determination	The City of San Diego conducted an environmental review and determined the project is exempt pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.
Date NORA Posted	02/09/2024
Date NORA Removed	02/27/2024