

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement ("Fifth Amendment"), being made this _____ day of _____, 2017, between CITY OF ALEXANDRIA VIRGINIA, a Virginia municipal corporation with its principal offices located at c/o Director of General Services, 301 King Street, Suite 2200, Alexandria, Virginia 22314, hereinafter designated LESSOR, and CELSCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE.

WHEREAS, LESSOR entered into a Lease Agreement with Washington D.C. SMSA Limited Partnership dated September 26, 1996 for the property located at 520 King Street, Alexandria, Virginia (the "Agreement"), and a First Amendment to Lease Agreement dated December 1, 1997 (the "First Amendment"), and a Second Amendment to Lease Agreement dated June 9, 2003 (the "Second Amendment"); and

WHEREAS, LESSEE herein is the successor in interest to Washington D.C. SMSA Limited Partnership; and

WHEREAS, LESSOR and LESSEE entered into a Third Amendment to Lease Agreement dated March 12, 2010 (the "Third Amendment") and a Fourth Amendment to Lease Agreement dated December 13, 2013 (the "Fourth Amendment") (the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to as the "Lease"); and

WHEREAS, LESSEE desires to modify certain equipment identified in the Lease, and LESSOR is amenable to the modification.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby LESSOR and LESSEE agree to the following changes and modifications to the Lease Agreement.

1. The Parties hereby amend the Lease by supplementing Exhibit B (Revised 2013), attached to the Fourth Amendment, with the following additional information: (i) LESSEE shall be permitted to install up to one (1) remote radio head (RRH) at each of the twelve (12) antennas identified on Exhibit B (Revised 2013)(Page 1 of 2); and, (ii) LESSEE will be permitted to install up to five (5) distribution boxes to route the cables from the rooftop equipment area to the three antenna sectors identified on said Exhibit.
2. In consideration for the additional RRHs and distribution boxes identified herein above, on the first day of the month in which LESSEE commences installation of the additional equipment, the monthly rental then in effect shall increase by One Hundred Thirty-Three and 64/100 Dollars (\$133.64). LESSOR and LESSEE agree they shall acknowledge in writing the rental increase date. LESSOR and LESSEE further acknowledge and agree

that initial rental increase payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the rental increase date.

3. In addition to the six (6) 3-year extension terms addressed in paragraph 3 of the Third Amendment, and the one (1) additional 3-year term addressed in paragraph 3 of the Fourth Amendment, the Parties hereby agree the Lease shall be extended for four (4) additional 3-year terms under the same terms and conditions set forth in the Lease, provided that each 3-year extension term is affirmed by the Alexandria City Council after public hearing. If the Alexandria City Council determines that it shall not affirm a 3-year extension term, LESSOR shall give LESSEE at least one (1) year notice of termination of the Lease, and all terms and conditions of the Lease will remain in full force and effect between the date of said notice and the date of termination.
4. Except as modified herein, all other terms and conditions of the Lease will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR: CITY OF ALEXANDRIA VIRGINIA,
a municipal corporation of Virginia**

Witness

BY: _____
Mark B. Jinks
City Manager

Date: _____

**LESSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

Witness

BY: _____
Thomas O'Malley
Director – Network Field Engineering

Date: _____