

LESSEE Site ID: N Hampton & King

**SECOND AMENDMENT TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) made this ____ day of _____, 2020, by the City of Alexandria, Virginia, a Virginia municipal corporation (“**LESSOR**”), and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated “**LESSEE**”).

EXPLANATORY STATEMENT

A. Pursuant to a Lease Agreement dated May 22, 2017, as amended by a First Amendment to Lease Agreement dated September 6, 2017 (collectively, the “**Lease Agreement**”), LESSEE leases from LESSOR certain space on LESSOR's building and property located at 4480 King Street, Alexandria, Virginia 22302, as more particularly set forth in the Lease Agreement (the “**Property**”).

B. LESSOR and LESSEE desire for LESSEE to make certain changes, additions and modifications to its existing equipment and leased area at the Property (including, without limitation, the addition, replacement and/or modification of antennas, radio heads, and appurtenant equipment) (collectively, the “**Equipment Modification**”).

C. LESSOR and LESSEE now desire to amend the Lease Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, WITNESSETH, that LESSOR and LESSEE, in consideration of the foregoing Explanatory Statement and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Lease Agreement unless the context requires otherwise.

2. **Equipment Modification.** LESSEE and LESSOR agree that LESSEE may promptly perform the Equipment Modification after the full execution and delivery of this Amendment. In connection therewith, LESSEE shall replace, repair, add or otherwise modify its equipment as necessary to perform the Equipment Modification, and, in all instances, such work shall be performed in accordance with the requirements of the Lease Agreement. To accurately reflect the Equipment Modification, effective as of the date LESSEE completes the Equipment Modification, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 attached to the Lease Agreement, are hereby deleted in their entirety and

replaced with Exhibit A-1 (Revised 2019), Exhibit A-2 (Revised 2019), Exhibit A-3 (Revised 2019), and Exhibit A-4 (Revised 2019) attached to this Amendment, and all references to such exhibits in the Lease Agreement are hereby modified to be references to such exhibits attached to this Amendment; and

3. **Rent Increase.** The rent set forth in the Lease Agreement shall be adjusted as follows: beginning as of the first day of the month following LESSEE's commencement of the Equipment Modification (such date is the "**Rent Increase Date**"), the monthly installments of annual rent payable to LESSOR shall increase by an amount equal to Two Hundred and 00/100 Dollars (\$200.00). Thereafter, annual rental shall increase in accordance with Section 3 of the Lease Agreement. Because the Rent Increase Date is determined by commencement of the Equipment Modification, LESSOR and LESSEE shall acknowledge such date in writing promptly after the commencement occurs, and, notwithstanding anything to the contrary herein, LESSOR acknowledges that LESSOR may not actually receive the increased rent payments until the date that is 60 days after the written acknowledgment is fully executed and delivered. The previous sentence is intended only to affect the timing of the initial increased rent payments to LESSOR and should not be interpreted as affecting the amount of rent payable to LESSOR.

4. **No Other Amendments.** In all other respects, the Lease Agreement shall remain in full force and effect and binding on the each of LESSOR and LESSEE and each of their respective successors and assigns, except as amended herein.

5. **Representations.** Each party hereto hereby represents to the other that it has the power to execute this Amendment and that the execution and delivery of this Amendment (a) has been authorized by all proper action, (b) has been executed by a duly authorized representative of such party, and (c) constitutes the valid and binding obligation of such party.

[signatures on the following page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Amendment as of the date first above written.

LESSOR:

CITY OF ALEXANDRIA VIRGINIA

WITNESS

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

WITNESS

By: _____ (SEAL)

Thomas O'Malley

Director-Network Field Engineering

Date: _____

Attachment 1

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Exhibit A-1 (Revised 2019), Exhibit A-2 (Revised 2019), Exhibit A-3 (Revised 2019), and
Exhibit A-4 (Revised 2019)

(See attached.)