

**TENTH AMENDMENT TO ANTENNA LEASE AGREEMENT**

**THIS TENTH AMENDMENT TO ANTENNA LEASE AGREEMENT** (this “Tenth Amendment”) dated as of March 1, 2021 (the “Effective Date”), by and between **SEMINARY ROAD OWNER LLC**, a Delaware limited liability company (“Lessor”), and **THE CITY OF ALEXANDRIA**, a Municipal Corporation in the Commonwealth of Virginia, as lessee (“Lessee”).

WITNESSETH:

WHEREAS, Lessor’s predecessors-in-interest and Lessee entered into that certain Antenna Lease Agreement dated October 12, 1988 (the “Original Lease”), as amended by (a) that certain Addendum No. 1 dated August 1, 1994, (b) that certain Addendum No. 2 dated August 30, 1996, (c) that certain Addendum No. 3 dated as of September 1, 1999, (d) that certain Addendum No. 4 dated as of September 1, 2002, (e) that certain Addendum No. 5 dated September 1, 2005, (f) that certain Addendum No. 6 dated as of September 1, 2008, (g) that certain Addendum No. 7 dated as of September 1, 2011, (h) that certain Addendum No. 8 dated as of May 15, 2014, and (i) that certain Ninth Amendment to Antenna Lease Agreement dated as of May 2, 2017 (the “Ninth Amendment”) (as amended, the "Lease"), pursuant to which Lessee leases from Lessor approximately 300 square feet of space, as more particularly described in the Lease (collectively, the "Leased Premises"), at 4900 Seminary Road, Alexandria, Virginia (the "Building"); and

WHEREAS, the term of the Lease expired on August 31, 2020 and, from and after September 1, 2020, Lessee continued to occupy the Leased Premises on a month-to-month basis; and

WHEREAS, Lessor and Lessee have agreed to (i) extend the term of the Lease for an additional period of five (5) years from March 1, 2021 through February 28, 2026 and (ii) certain other modifications agreed to by Lessor and Lessee, pursuant to the terms and conditions of this Tenth Amendment; and

WHEREAS, the parties desire to confirm in writing the terms and conditions of the foregoing, as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, and such other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties do hereby covenant and agree that the Lease is amended as follows:

1. **Term.** As of March 1, 2021 (the “Second Extended Term Commencement Date”), the term of the Lease shall extend for a period of five (5) additional years so that the Lease shall expire on February 28, 2026. The period commencing on March 1, 2021 and expiring on February 28, 2026 is referred to herein as the “Second Extended Term”.

2. **Base Rent.** Commencing on the Second Extended Term Commencement Date, and continuing for the remainder of the Second Extended Term, Lessee shall pay to Lessor monthly installments of Base Rent in accordance with the following schedule:

Second Extended Term Period	Annual Base Rent	Monthly Base Rent
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March 1, 2021 – February 28, 2022	\$28,800.00	\$2,400.00
March 1, 2022 – February 28, 2023	\$29,664.00	\$2,472.00
March 1, 2023 – February 29, 2024	\$30,553.92	\$2,546.16
March 1, 2024 – February 28, 2025	\$31,470.54	\$2,622.54
March 1, 2025 – February 28, 2026	\$32,414.65	\$2,701.22

Each monthly installment of Base Rent shall continue to be payable to Lessor in advance without deduction, diminution, abatement, counterclaim or setoff of any amount or for any reason other than those allowed by the Lease, as amended hereby.

3. **Utilities.** For all periods prior to the Effective Date and continuing for the remainder of the Second Extended Term, (i) Lessee shall continue to be responsible for providing and paying for electrical power necessary to operate Lessee’s facilities at the Leased Premises and (ii) Lessee shall continue to be responsible for all costs in connection with the installation of any necessary metering equipment at the Leased Premises, all as provided under Section 10(a) of the Original Lease. Notwithstanding anything in the Lease, as amended hereby, to the contrary, Lessee acknowledges and agrees to submit to Lessor all meter readings within thirty (30) days following the expiration of the preceding month. Lessor shall have the right (but not the obligation), at Lessor’s sole cost and expense, and without obtaining Lessee’s consent, to install any new submeters servicing the Leased Premises.

4. **Condition of Leased Premises.** Lessee shall continue possession of the Leased Premises in its “as is” “where-is” condition as of the Effective Date and throughout the Second Extended Term. Lessor shall have no obligation to make any improvements or alterations in or to the Leased Premises or the Building.

5. **Options to Extend Term.**

A. Subject to the terms below, Lessee shall have and is hereby granted two (2) Extension Options of five (5) years each, with the first (1<sup>st</sup>) Extension Option commencing on March 1, 2026, and the second (2<sup>nd</sup>) Extension Option commencing on March 1, 2031 (and Lessee shall only have the right to exercise the second (2<sup>nd</sup>) Extension Option if it has validly exercised its right to the first (1<sup>st</sup>) Extension Option). Each five (5) year period shall hereinafter be referred to as the “Extension Period.” Lessee’s exercise of each Extension Option shall be contingent on Lessee giving written notice (“Lessee’s Renewal Notice”) (which shall contain, if applicable, proper notification of any change in Lessee’s ownership of the equipment on the Leased Premises and Lessee’s point of contact) to Lessor no later than one hundred eighty (180) days prior to the expiration of the Second Extended Term and/or the first (1<sup>st</sup>) Extension Period, as the case may be. Lessee’s right to exercise any Extension Option shall be further subject to the conditions that there shall be no default at the time of the exercise of the Extension Option (although if Lessee cures such default within the applicable cure period, Lessee may exercise such Extension Option upon such cure) and that no default shall arise subsequent to the exercise of the Extension Option and before the commencement of the Extension Period. All terms and conditions of the Lease, as amended hereby, shall remain in full force and effect during each respective Extension Period, except that: (i) the Base Rent during the first (1<sup>st</sup>) year of each Extension Period shall be the greater

of (A) fair market rent, as determined by Lessor below, in effect as of the expiration of the Second Extended Term and/or the first (1<sup>st</sup>) Extension Period, as the case may be or (B) 103% of the Base Rent payable in the last year of the Second Extended Term or first (1<sup>st</sup>) Extension Period, as the case may be; and (ii) during all subsequent years of an Extension Period, Base Rent shall increase by 3%).

B. In determining fair market rent, Lessor shall consider comparable rents for antenna roof leases (with comparable space and equipment) at comparable residential and commercial buildings to the Building within the City of Alexandria.

6. **Government Permits and Approvals.** The Lessee shall have the sole and exclusive responsibility for obtaining and/or renewing all federal, state and/or local construction, building and other permits and approvals (collectively “Permits/Approvals”) required in connection with its use of the Leased Premises during the Second Extended Term, including, without limitation, the maintenance and operation of Lessee’s equipment at the Leased Premises, including, Lessee’s antenna and cables. Lessor shall render the Lessee all reasonable assistance and cooperation, including, providing Lessee with reasonable access to the Building, during times reasonably determined by Landlord, in Lessee’s endeavors to construct certain improvements within the Leased Premises and/or obtain such foregoing permits and approvals, other than the payment of any sums by Lessor in connection therewith. Notwithstanding anything in the Lease, as amended hereby, to the contrary, in no event shall the Second Extended Term Commencement Date be revised or modified in the event that Lessee is unable to procure the necessary Permits/Approvals by such Second Extended Term Commencement Date.

7. **Notices.**

A. As of the Effective Date, Lessor’s notice address, as set forth in Section 3(a) of the Ninth Amendment, is hereby revised to be the following:

SEMINARY ROAD OWNER LLC  
1909 K Street, N.W., Suite 820  
Washington, D.C. 20006  
Attention: Paul C. Dougherty

With a copy to:

Grossberg, Yochelson, Fox & Beyda, LLP  
1200 New Hampshire Avenue, N.W.  
Suite 555  
Washington, D.C. 20036

B. As of the Effective Date, Lessor’s address for purposes of receiving payments, as set forth in Section 3(b) of the Ninth Amendment, is hereby revised to be the following:

SEMINARY ROAD OWNER LLC  
c/o CBRE  
888 16<sup>th</sup> Street, N.W.  
Suite P1-10  
Washington, D.C. 20006

8. **Recitals, Lessee Certifications and Defined Terms.** The recitals set forth in the preamble are hereby incorporated in and made a part of this Tenth Amendment. Capitalized terms used herein that are defined in the Lease and not defined herein shall have the meaning assigned to them in the Lease. Lessee certifies to Lessor that the Lease is in full force and effect, that Lessor is not in default or breach of any of Lessor's obligations under the Lease, and that as of the date hereof Lessee has no claim against Lessor under the Lease pertaining to the Leased Premises and/or the Building.

9. **Brokers.** Lessor and Lessee each represent and warrant to one another that neither has dealt with a broker in connection with this Tenth Amendment.

10. **Binding Effect.** All of the covenants of the Lease, as hereby amended, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, and permitted successors and assigns. Submission of this Tenth Amendment by Lessor for execution by Lessee shall not constitute an offer from Lessor. Consequently, neither party hereto shall be bound under this Tenth Amendment unless and until both parties have executed this Tenth Amendment.

11. **Authority.** The person executing this Tenth Amendment on behalf of Lessee hereby covenants and warrants that it has full right and authority to enter into this Tenth Amendment and that the person signing on behalf of Lessee is authorized to do so.

12. **Counterpart Copies & Electronic Signatures.** This Tenth Amendment may be executed in any number of counterparts, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Tenth Amendment. The parties hereby acknowledge and agree that electronic signatures, including executing using DocuSign (or similar service), or signatures transmitted by electronic mail in PDF format shall be legal and binding and have the same legal effect as if an original of this Tenth Amendment had been delivered. The parties (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that other parties will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Tenth Amendment based on the foregoing forms of signature.

13. **Successors; Governing Law.** This Tenth Amendment shall be (a) binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and (b) governed by and construed in accordance with the laws of the Commonwealth of Virginia.

14. **Ratification.** Except as herein modified, the Lease shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amendment to be executed on the day and year first hereinabove written.

**LESSOR:**

WITNESS:

**SEMINARY ROAD OWNER LLC,**  
a Delaware limited liability company

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By: \_\_\_\_\_ (SEAL)  
Name: Paul C. Dougherty  
Title: Authorized Signatory

WITNESS/ATTEST:

**LESSEE:**

**CITY OF ALEXANDRIA,**  
a Municipal Corporation in the  
Commonwealth of Virginia

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_