



December 5, 2018

Steven D. Briglia  
Town Attorney for the Town of Vienna  
127 Center Street, South  
Vienna, VA 22180

Re: T-Mobile Lease Amendment at 411-413 Tapawingo Road, Vienna, VA (7WAC401A)

Dear Mr. Briglia:

Enclosed you will find three executable originals of the lease amendment for the T-Mobile wireless site at 411-413 Tapawingo Road.

Once you have executed the lease amendments, please return two of them to me in this pre-paid FEDEX envelope.

Please let me know if you have any questions and thank you for your cooperation in this matter.

Thank you for your help with this.

Sincerely,

*Trip Rice*

Trip Rice  
NBC Site Acquisition Consultant  
Representing T-Mobile Northeast LLC  
571-228-4551

6095 Marshalee Drive  
Suite 300  
Elkridge, MD 21075  
410.712.7092  
[www.networkbuilding.com](http://www.networkbuilding.com)

## **FIRST AMENDMENT TO DEED OF LEASE**

This First Amendment to Deed of Lease ("First Amendment") is made by and between **Town of Vienna, Virginia** ("Town") and **T-Mobile Northeast LLC** ("Lessee").

**WHEREAS**, Town and Lessee entered into that certain Deed of Lease dated December 16, 2009 (the "Lease"), whereby Town leased to Lessee certain portions of the Property located at 411-413 Tapawingo Road, SW, Vienna, Fairfax County, VA (the "Property"); and,

**WHEREAS**, Town and Lessee desire to amend the Lease by adding additional renewal terms; and,

**WHEREAS**, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this First Amendment are in full force and effect, with no defenses or offsets thereto.

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree to amend the Section 2 - Commencement and Ending Date of Term of the Deed of Lease, and Section 3 – Rent, as follows:

1. Upon the expiration of the current renewal term on December 16, 2019 ("Extended Renewal Date"), Lessee shall have the right to extend the term of the Lease for two (2) successive renewal terms of five (5) years each (each, an "Extended Renewal Term"). Each Extended Renewal Term shall commence on the same terms and conditions of the Lease except as to rent and the capital contribution as set forth in Section 4.
2. Commencing on the Extended Renewal Date, Lessee shall pay to the Town monthly rental for the Premises in the amount of Three Thousand Nine Hundred Sixteen and 66/100 Dollars (\$3,916.66), exclusive of electricity which Lessee shall pay by sub-meter. The Extended Renewal first month's rent shall be paid on or before December 16, 2019, and after that paid in advance on the first day of each month. Lessee shall pay a prorated monthly rental for any partial month during which the Lease is in effect.
3. The Extended Renewal Rent shall be for all facilities as shown on Lessee's approved building plans with the exception that Lessee shall initially install only three (3) telecommunication antenna per sector ("antenna set"). Should Lessee wish to add antennas per sector, Lessee will be permitted to add one additional antenna set without any additional rent. Lessee will conform with all zoning, engineering and permit obligations related to any additional antenna set.
4. This First Amendment monthly rental rate incorporates a "Capital Contribution Fee" in the amount of Fifty Thousand Dollars (\$50,000.00) that is factored in to the rental for a term of ten years. This Capital Contribution Fee is in lieu of other site improvements, ground lease and common area charges waived by the Town.

5. Beginning with the second year of the Extended Renewal Term, and for each year thereafter, the monthly rent will be increased by three percent (3%) over the previous year's rent.
6. Lessee's Notice Address in Paragraph 18 is revised as follows:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/7WAC401A
7. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this First Amendment.
8. This First Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
9. Town represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment.
10. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this First Amendment.
11. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the day and year last written below.


**TOWN**

Town of Vienna, Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE**

T-Mobile Northeast LLC

By:  \_\_\_\_\_  
Name: Kevin Forshee  
Title: Area Director  
Date: 11-30-18

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