

**BOARD OF TRUSTEES  
UNIVERSITY OF THE DISTRICT OF COLUMBIA  
UDC RESOLUTION NO. 2026 – 15**

**SUBJECT: APPROVAL OF THE FIRST AMENDMENT TO THE ROOFTOP LICENSE AGREEMENT BETWEEN T-MOBILE NORTHEAST LLC AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA AS LICENSOR (“LICENSE AMENDMENT”)**

**WHEREAS**, pursuant to D.C. Code § 38-1202.01(a)(5), the Board of Trustees (“Board”) possesses all powers necessary or convenient to accomplish its statutorily prescribed objects and duties, including the power to make, deliver, and receive deeds, leases and other instruments; and

**WHEREAS**, pursuant to 8B DCMR § 2101.1, the President, subject to Board approval, is authorized and empowered to rent any building or land belonging to the University or under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired; and

**WHEREAS**, in 2006, the Federal National Mortgage Association (“Fannie Mae”) granted a five (5)-year Rooftop License (“License”) to Omnipoint Communications Cap Operations, LLC (“Omnipoint”), with three (3) options for Omnipoint to extend the term of the license for additional five (5)-year terms”, to occupy approximately one hundred sixty (160) square foot on the rooftop of 4250 Connecticut Avenue, NW, Washington, DC 20008; and

**WHEREAS**, when the University leased, and later acquired, the property at 4250 Connecticut Avenue, the License was assigned and transferred to the University with T-Mobile Northeast LLC (“T-Mobile”), the successor in interest to Omnipoint, as the licensee; and

**WHEREAS**, T-Mobile desires to extend the term of the license; and

**WHEREAS**, the University Administration recommends amending the license with T-Mobile to extend the term of the License until December 31, 2030, with three (3) additional options for T-Mobile to extend the license for five (5)-year terms each; and

**WHEREAS**, the License was renegotiated, and the University Administration has determined that the terms in the License Amendment are favorable to the University with due consideration to maintenance and operation efficiency and that the charges are consistent with prevailing scales in the community for comparable facilities; and

**WHEREAS**, the License amendment requires the approval of the Board prior to execution.

**BOARD OF TRUSTEES**  
**UNIVERSITY OF THE DISTRICT OF COLUMBIA**  
**UDC RESOLUTION NO. 2026 –**

**NOW THEREFORE BE IT RESOLVED**, that the Board approves the License Amendment and the President is authorized to execute the amendment in substantially the form attached hereto as **Attachment A**; and is authorized to exercise the options to extend the term of the License in accordance with the terms of the License.

Submitted by the Operations Committee:

April 21, 2026

Approved by the Board of Trustees:

May 6, 2026



---

Warner H. Session  
Chairperson of the Board

## FIRST AMENDMENT TO ROOFTOP LICENSE

This First Amendment to Rooftop License Agreement (“**Amendment**”) is made effective as of the last signature below (“**Effective Date**”), by and between T-Mobile Northeast LLC, a Delaware limited liability company, as successor in interest to Omnipoint Communications Cap Operations, LLC (“**Licensee**”), and the Board of Trustees of the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia, as successor in interest to Federal National Mortgage Association and BDC Van Ness LLC, (“**Licensor**”). Licensor and Licensee are collectively referred to herein as the “**Parties.**”

### RECITALS

WHEREAS, Licensor and Licensee’s predecessors in interest entered into that certain Rooftop License dated January 1, 2006, (the “**License**”), pursuant to which Licensee is leasing space for a telecommunications facility at 4250 Connecticut Ave NW Washington, DC 20008 (as more fully described in the License, the “**Premises**”);

WHEREAS, the License expires on or before December 31, 2025; and

WHEREAS, the Licensor and Licensee now wish to further amend the License as set forth below.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the License.
2. The Licensee represents and warrants that the current location and orientation of the licensed space on the roof and within the Building is generally described and depicted in Exhibit B to the License.
3. The term of the License is hereby extended to midnight on December 31, 2030 (the “**Current Term**”), and Licensee shall have the option to extend this License for three (3) additional five (5)-year terms, each included as **Renewal Term**, respectively, on the same terms and conditions as set forth in the License except as amended. The License shall exercise the option to renew for each Renewal Term by notifying the Licensor, in writing, of Licensee's intention to renew the License at least six (6) months prior to the expiration of the immediately preceding Current Term or Renewal Term.
4. **Current Term License Fee.** Upon full execution of this Amendment, the Licensee Fee shall be three thousand seven hundred ninety-two and eighty-three cents (\$3,792.83), per month, payable and increasing as in accordance with Section 4, entitled “License Fee”.

Security Deposit. A security deposit in the amount of Three Thousand Seven Hundred Ninety-Two Dollars and Eighty-Three Cents (\$3,792.83) (the "Supplemental Security Deposit") shall be paid by Licensee to Licensor within thirty (30) days of signing this Amendment and shall be held by Licensor, without liability for interest, as security of Licensee's obligation under the Current and Renewal Term(s) of the License. The Licensor shall not be obligated to the Licensee for the return of the Security Deposit paid to its predecessor(s) in interest.

5. Any and all references in the License to the Licensor indemnifying and holding the Licensee harmless, including, but not limited to, Section 14 or Subsection 23(i), are hereby deleted in their entirety; provided, however, that nothing herein shall relieve Licensor of responsibility for losses arising from its negligence or willful misconduct.

6. Licensee's addresses for notice purposes in Section 15 of the License are hereby deleted and replaced with the following:

If to Licensor: Vice President, Facilities & Real Estate Management  
University of the District of Columbia  
Building 38, Suite CO1  
4200 Connecticut Avenue, NW  
Washington, DC 20008

With a copy not constituting notice to:

Office of the General Counsel  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 39, Room 301Q  
Washington, DC 20008  
Attention: General Counsel

If to Licensee: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: License Compliance/Site No. 7WDC166D

7. Subsection 23(a) is deleted in its entirety.

8. Each person signing this Amendment on behalf of Licensor or Licensee is duly authorized to sign this Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the License and this Amendment, this Amendment shall prevail.

9. The Parties warrant and represent that the consent or approval of no third party, including, without limitation, a lender, is required with respect to such Party's execution of this First Amendment, or if any such third party consent or approval is required, such Party has obtained any and all such consents or approvals.

10. The License remains in full force and effect as amended by this Amendment and is hereby ratified and confirmed by the Parties.

11. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

12. Anti-Deficiency Considerations. The Parties acknowledge and agree that UDC's obligations to fulfill financial obligations of any kind under this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01-355.08 (2001), (iii) D.C. Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

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

Licensee:  
T-Mobile Northeast LLC,  
a Delaware limited liability company

Licensor:  
The Board of Trustees of The University of  
the District of Columbia



DocuSigned by:  
**JAMES SIMON**  
By: \_\_\_\_\_  
Name: James Simon  
Title: Director  
Date: 3/11/2026

By: \_\_\_\_\_  
Name: Maurice Edington  
Title: President  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Avis Marie Russell  
General Counsel

## Fiscal Impact Statement

**TO:** The Board of Trustees

**FROM:** Managing Director of Finance *David A. Franklin*

**DATE:** April 21, 2026

**SUBJECT:** Amendment to Extension of T-Mobile Rooftop License Agreement

---

### Conclusion

The T-Mobile Rooftop License amendment extends the term of the current license to midnight December 31, 2030, beginning on January 1<sup>st</sup>, 2026. T-Mobile shall have the right to extend this License for three (3) additional five-year terms, each included as Renewal Term, respectively, on the same terms and conditions as set forth in the License except as amended. During this term, the University expects to receive a total of **\$241,638.00**.

### Background

Omnipoint Communications Cap Operations, LLC (“Licensee”) entered into a Rooftop License Agreement (the “License”), dated January 23, 2006, originally with Federal National Mortgage Association (“Fannie Mae”), for use of space on the roof of 4250 Connecticut Ave NW Washington, DC 20008. The licensed premises is used by the Licensee, T-Mobile Northeast LLC, successor in interest to Omnipoint, solely for the transmission and reception of radio communication signals.

The initial term of license with Fannie Mae was for five (5) years beginning January 2006, with three (3) additional five (5) year terms that ended on December 31<sup>st</sup>, 2025. The license agreement was assigned to the University after the University began leasing 4250 Connecticut Avenue NW in 2018.

### Security Deposit

The University will be requesting a security deposit for one month’s rent, totaling \$3,792.83.

### Fiscal Impact

Over this five (5)-year extension, the University expects to receive a total of \$241,638.00, which includes an annual increase in the base rent of 3% each year.

### Annual Rent Schedule

Lease Extension Year	Annual Base Rent	Monthly Base Rent
1	\$45,514.00	\$3,792.83
2	\$46,879.00	\$3,906.62
3	\$48,285.00	\$4,023.78

<b>Lease Extension Year</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>
4	\$49,734.00	\$4,414.46
5	\$51,226.00	\$4,268.84
<b>Total</b>	<b>\$241,638.00</b>	

Based on the information provided, there are no anticipated risks at this time.