

**AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COXCOM, LLC**

This Agreement is made this 31 day of March, 2023, by and between the County of Fairfax, Virginia (hereinafter the "County"), and CoxCom, LLC (hereinafter "Cox").

WHEREAS, the County has granted a franchise ("Franchise") to Cox pursuant to the Cable Franchise Agreement by and between Fairfax County, Virginia, and CoxCom, LLC, approved by the Fairfax County Board of Supervisors on May 14, 2013 ("Franchise Agreement"), and Chapter 9.2 of the County Code, as amended, collectively referred to as the "Franchise Documents"; and

WHEREAS, Cox initiated the franchise renewal process consistent with Section 626 of the Cable Communications Policy Act of 1984, as amended ("Cable Act"), via letter to the County dated July 15, 2020; and

WHEREAS, the Franchise is scheduled to expire on June 9, 2023; and

WHEREAS, the County and Cox each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through March 31, 2026 (the "extension period").

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Cox a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed on the day first above written.

County of Fairfax, Virginia

By


Bryan J. Hill
County Executive

CoxCom, LLC

By


J.D. Myers II
SVP & Region Manager East