

**AMENDMENT NO. 3 TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA AND
COX VIRGINIA TELECOM DATED APRIL 1, 2019**

THIS AMENDMENT NO. 3 amends the License Agreement entered into and effective on or about April 1, 2019, between Licensee **Cox Virginia Telecom (“Cox”)** and Licensor, **The City of Alexandria, a municipal corporation of the Commonwealth of Virginia (“City”)**, together the **“Parties.”**

WITNESSETH:

WHEREAS, on or about April 1, 2019, the Parties entered into a License Agreement for Cox to install conduit and fiber optic cable in areas of the public rights-of-way in the City as outlined in the License Agreement; and

WHEREAS, on or about April 1, 2024, the Parties entered into an Amendment No. 1, amending said License Agreement, permitting Cox to install conduit and fiber optic cable in additional areas of the public rights-of-way in the City, as outlined in said Amendment No. 1; and

WHEREAS, on or about December 13, 2025, the Parties entered into an Amendment No. 2, amending said License Agreement, permitting Cox to install conduit and fiber optic cable in additional areas of the public rights-of-way in the City, as outlined in said Amendment No. 2; and

WHEREAS, Cox wishes to clarify City usage of Cox provided conduit and vaults;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Paragraph 2. Grant and Term of License shall be amended to include an additional subparagraph (h), and that the amended paragraph shall read as follows:

(h) In all cases where conduit and vaults are allocated to City, such conduits and vaults shall be used for municipal governmental purposes only and will not be used to provide any commercially available service or made available to any 3rd party for any reason or use. In the event City should use said conduits and vaults for a commercially available service or allow a 3rd party to access any Cox provided conduit or vault, Cox shall have the right to seek immediate specific enforcement in a court of competent jurisdiction.

2. Full Force and Effect. The remaining terms and conditions of the License Agreement shall remain in full force and effect, to include the term of the License as set under Clause 2.(d) of said License Agreement, being April 1, 2024 through March 21, 2029.

3. Counterparts. This Amendment may be executed in counterparts (delivery of which may be by electronic transmission (e.g., email or facsimile)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the License Agreement.

COX VIRGINIA TELECOM:

By:

Title: _____

Date: _____

[Signatures continue on the following page.]

CITY OF ALEXANDRIA, VA:

By:

James F. Parajon, City Manager

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

[End of signatures.]