

CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT

This Extension Agreement is entered into as of the 25th day of October, 2016 (the “Effective Date”), between Comcast of Virginia, LLC (the “Franchisee”), and The City of Alexandria, a municipal corporation in Virginia, with offices located at 301 King Street, Alexandria VA, 22314 (the “City”).

WHEREAS the City and Comcast entered into a five (5) year Franchise Agreement on October 25, 2011 with two five (5) year options to extend (“Franchise Agreement”) and;

WHEREAS, Section 2(i)(2) provides that the first five-year extension shall be granted upon a successful finding that the Franchisee has passed the compliance review set forth in Section 2(i)(2);

WHEREAS, the Office of ____ has conducted this compliance review and has found the Company in compliance with the relevant terms and conditions of the Franchise Agreement;

WHEREAS, the City and the Franchisee desire to extend the Franchise Agreement, as amended below, for the first Extended Term;

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to Section 2(i) of the Franchise Agreement, the term of the Franchise is extended for a period of five years, to begin on October 25, 2016.
1. Section 6(a) of the Franchise Agreement shall be amended to include the provision of one high definition non-commercial public, education and governmental access channel as set forth below:

Section 6(a)

In order to ensure universal availability of public, educational and government programming, Franchisee shall provide six (6) Channels on the Basic Service Tier. The Access Channels shall be designated as follows: one (1) dedicated Public Access Channel, two (2) Educational Access Channels dedicated to higher education, two (1) Educational Access Channel dedicated to the Alexandria Public Schools, one (1) dedicated Government Access Channel, **and one HD channel to be used at the discretion of the City for non-commercial PEG programming** (collectively, “PEG Channels”). The Franchisee will provide downstream transmission of such Access Channels on its Cable System at no charge to the City or other PEG access programmers.

2. Section 2 of the Franchise Agreement is amended to add an additional subsection 2(n), which shall read as follows:

2(n) Competitive Equity

(1) The City reserves the right to grant additional franchises or similar authorizations to provide video programming services via Cable Systems or similar wireline systems located in the Public Rights-of-Way. If, following the Effective Date of this Agreement, the City grants such an additional franchise or authorization to use the Public Rights-of-Way to provide video programming services (the “Competitive Grant”) and Franchisee believes the City has done so on terms materially more favorable to the grantee (the “Competitor”) than the obligations of Comcast under this Agreement, then the provisions of this subsection will apply.

(2) The City and Franchisee agree that certain provisions of this Franchise Agreement may place the Franchisee at a significant competitive disadvantage if not required of a wireline competitor. Those provisions are: the Franchise fee [Section 7(b)], the definition of “Gross Revenues” [City Code Section 9-3-28], the amount of PEG funding [Section 6(b)], the number of PEG Access Channels [Section 6(a), as amended], liquidated damages and enforcement provisions [Sections 8(a) – 8(e)], customer service obligations [City Code Sections 9-3-166 – 9-3-176], and reporting obligations [City Code Section 9-3-148] (hereinafter “Material Obligations”). The City and Franchisee further agree that the terms of any Competitive Grant are not required to be identical word-for-word, and that the intent of preserving competitive equity shall be met so long as the regulatory and financial burdens on Comcast and the Competitor are generally equivalent.

(3) To exercise its rights under this subsection 2(n), within one (1) year of the issuance of a Competitive Grant, Franchisee must notify the City in writing of the Material Obligations in this Agreement that Franchisee believes exceed the Material Obligations of the Competitor under the Competitive Grant.. The City shall have one hundred twenty (120) days to agree to allow Franchisee to adopt the same Material Obligations provided to the Competitor, or to assert that the challenged Material Obligations are not materially more favorable to the Competitor than the corresponding terms of the Franchise Agreement. In the event the City asserts that the burden of the Competitor’s Material Obligations is not materially more favorable, Franchisee may bring an action in federal or state court for a determination as to whether the Material Obligations are materially more favorable and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Agreement shortened to not more than thirty (30) months.

(4) Nothing in this subsection is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(5) This provision does not apply if the City is ordered or required by law to issue a franchise on different terms and conditions. In addition, the Franchisee's right to seek relief is contingent on the actual commencement of service by the Competitor to at least one subscriber in the City. Furthermore, should the Competitor fail to continuously provide service for a period of six (6) months, the City has the right to implement this Agreement with its original terms upon one hundred eighty (180) days' notice to Franchisee.

(6) This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than 5% (five per cent) of the geographic area of the City; or to "over-the-top" services that only provide video programming by means of the public Internet (e.g., Netflix).

3. Section 12 is amended to substitute, as recipient of copies of notices to: Comcast 7850 Walker Drive, Suite 200 Greenbelt, MD 20770 Attn: Government Affairs and Comcast Cable Northeast Division 676 Island Pond Rd. Manchester, NH 03109 Attn: Government Affairs Department.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

Comcast of Virginia, LLC

City of Alexandria, Virginia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Titles: _____