Cable Franchise Agreement
by and between
Fairfax County, Virginia
and
Verizon Virginia Inc.

Approved by the Fairfax County Board of Supervisors on September 26, 2005

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THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between Fairfax County, a duly organized county under the applicable law of the Commonwealth of Virginia (the "County"), and Verizon Virginia Inc., a corporation duly organized under the applicable law of the Commonwealth of Virginia (the "Franchisee").

WHEREAS, Franchisee has applied for a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the Fairfax County Board of Supervisors is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant the Code of Virginia, annotated, § 15.2-2108, and the Fairfax County Communications Ordinance, Chapter 9.1 of the Fairfax County Code;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the Commonwealth of Virginia;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the County, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the County and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions;

WHEREAS, the Board conducted a public hearing and heard testimony concerning the economic consideration, the impact on private property rights, the impact on public convenience, the public need and potential benefit, the Franchisee's financial, technical, and legal qualifications to provide Cable Service, and other factors relevant to the award of this Franchise, and the Board deems the award of this Franchise to be appropriate;

WHEREAS, the Board made a finding that, subject to the terms and conditions set forth herein and in the Communications Ordinance, the grant of a nonexclusive franchise to Franchisee will enhance the public welfare; and

WHEREAS, the Board found that the terms and conditions of this Franchise are not more favorable or less burdensome than those in the existing Franchises granted within the County;

NOW, THEREFORE, in consideration of the Board's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the County pursuant to and consistent with the Communications Ordinance, pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in Title 47 of the United States Code, as amended, Va. Code Ann. § 15.2-2108, and, if not in conflict, the Communications Ordinance, are incorporated herein and shall apply in this Agreement. The words "shall" and "will" are mandatory, and the word "should" expresses an expectation, but is not mandatory, and the word "may" is permissive. In addition, the following definitions shall apply:

1.1. *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.2. *Basic Service:* Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.3. *Board*: The Board of Supervisors of the County of Fairfax, Virginia.

1.4. *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6). If during the course of this Agreement any service is classified to be or not to be a "Cable Service" by a court of competent jurisdiction in a decision that constitutes a binding legal precedent on the County, or by the FCC in a decision that is binding on the County, then the term "Cable Service" as used in this Agreement shall be interpreted in accordance with such decision.

1.5. *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.6. *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.7. *Communications Act*: The Communications Act of 1934, as amended.

1.8. *Communications Administrator*: The present or succeeding employee of the County designated as the Communications Administrator, who shall have the duties prescribed in the Communications Ordinance and otherwise prescribed by the Board.

1.9. *Communications Ordinance:* The Fairfax County Communications Ordinance, Chapter 9.1 of the Fairfax County Code.

1.10. *County*: The County of Fairfax, Virginia.

1.11. *Educational Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee for use by the County on the Cable System for educational purposes.

1.12. *Extended Service Area*: The Franchise Area, including the Initial Service Area.

1.13. *FCC*: The Federal agency as presently constituted by the Communications Act, its designee, or any successor agency.

1.14. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other act of God, sabotage, work delays because utility providers denied or delayed the Franchisee access to utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary if such acquisition of qualified labor would be commercially impracticable as defined in 47 U.S.C. § 545(f).

1.15. *Franchise Area*: The Reston Franchise Area, the North County Franchise Area, and the South County Franchise Area, each of which is defined at Section 9.1-7-1 of the Communications Ordinance and any area added thereto during the term of the Franchise that the Franchisee agrees to serve.

1.16. *Franchisee:* Verizon Virginia Inc. and its lawful and permitted successors, assigns and transferees.

1.17. *Government Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee for use by the County on the Cable System for governmental purposes.

1.18. *Gross Revenue:* Any and all cash, credits, property or consideration of any kind or nature that constitute revenue in accordance with Generally Accepted Accounting Principles derived directly or indirectly from the operation of the Cable System to provide Cable Services in the Franchise Area. Gross Revenues will be calculated on bundled services in accordance with Section 7.3. Consistent with the foregoing, the following, without limitation, shall be included in Gross Revenues to the extent derived from the operation of the Cable System to provide Cable Services in the Franchise Area: monthly fees collected from Subscribers for any basic, optional, premium, per-channel, per-program service, or cable programming service; installation, disconnection, reconnection, and change-in-service fees; revenues from rentals or sales of converters or other equipment used to provide Cable Service over the Cable System; studio rental, production equipment rental, and personnel fees; fees from third party unaffiliated programmers for leased access programming; advertising revenues after deducting agency commissions; revenues from the sale or carriage of other Cable Services over the Cable System in the Franchise Area; and revenues that Franchisee receives from home shopping channels for the use of the Cable System to sell merchandise. However, Gross Revenue shall not include:

1.18.1. Revenues received by any Affiliate or other Person from Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.18.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3. Revenues later refunded or rebated to Subscribers or other third parties;

1.18.4. Revenues wholly generated by services that are defined herein as Non-Cable Services.

1.18.5. Third-party revenues derived from the sale of merchandise over home shopping channels carried on the Cable System, regardless of whether the revenues are collected by the third party or collected by the Franchisee on behalf of, and remitted back to, the third party; and revenue of the Franchisee from its sale of merchandise over home shopping channels carried on the Cable System if the merchandise is unrelated to the operation of Franchisee's Cable System to provide Cable Service in the Franchise Area;

1.18.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the County to pay cable Franchise Fees on the resale of the Cable Services;

1.18.7. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and that Franchisee is required to collect and remit to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and franchise fees for Non-Cable Services);

1.18.8. Any revenue foregone because Franchisee provides free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee; provided, however, that if Franchisee receives trades, barters, services or other items of value instead of cash revenue, such items shall be included in Gross Revenue;

1.18.9. Any revenue foregone as a result of the Franchisee's provision of Cable Service or other services as required by this Agreement including, but not limited to, Cable Service to public institutions or other institutions as designated in the Franchise;

1.18.10. Revenues from sales of capital assets or sales of surplus equipment;

1.18.11. Program launch fees not paid directly to Franchisee;

1.18.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.18.13. Any fees or charges collected from Subscribers or other third parties for PEG Grants and remitted to the PEG entities in accordance with this Agreement.

1.19. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.20. *Initial Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.21. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the Cable System in the Franchise Area, including, but not limited to, Telecommunication Services and Information Services (which includes, but is not limited to, Internet Access Service).

1.23. *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.24. *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, Force Majeure events. Those conditions which are within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.25. *PEG*: Public, Educational, and Governmental.

1.26. *PEG Channels*: Refers collectively to all Public Access Channels, Educational Access Channels, and Government Access Channels that Franchisee is required to provide under this Agreement.

1.27. *Person*: An individual, partnership, association, joint stock company, trust, or corporation, but such term does not include the County.

1.28. *Public Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee on the Cable System for use by the general public who are residents of the County, including groups and individuals, and which is available for such use on a non-discriminatory basis for public access purposes.

1.29. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System.

1.30. *Service Area*: All portions of the Franchise Area where Cable Service shall be offered.

1.31. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.32. *Subscriber*: A Person who lawfully receives Cable Service on the Cable System.

1.33. *Telecommunications Facilities*: Franchisee's existing facilities used for Telecommunications Services and Information Services and its FTTP Network.

1.34. *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.35. *Title II*: Title II of the Communications Act.

1.36. *Title VI*: Title VI of the Communications Act.

1.37. *User:* A Person or organization using a PEG Channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a Subscriber.

1.38. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Ordinance, the Board hereby grants the Franchisee the right to own, construct, operate and maintain the Cable System in the Public Rights-of-Way within the Franchise Area, for the sole purpose of providing Cable Service. This franchise grants no authority for Franchisee to use the County's Public Rights-of-Way for any other purpose unless otherwise expressly provided herein. However, nothing in this Agreement shall be construed to prohibit Franchisee from offering any service over the Cable System that is not prohibited by Federal or State law provided any requirements for County authorization or registration not inconsistent with federal and state law are satisfied. The Board makes no representation or guarantee that its interest in or right to control any Public Right-of-Way is sufficient to permit Franchisee's use, and Franchisee shall gain only those rights to use that are within the Board's power to convey. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *County's Regulatory Authority*: The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the County over such Telecommunications Facilities is restricted by federal and state law, and the County does not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations. Therefore, the County's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending the Franchisee's

existing Telecommunications Facilities for the provision of Non-Cable Services. Due to the nature of the Franchisee's FTTP Network, the County and the Franchisee recognize and agree that sections 9.1-5-5, 9.1-5-6, 9.1-5-7, 9.1-7-4(a)-(c), 9.1-7-4(e), 9.1-7-7, 9.1-7-8, and Article 8 (in its entirety) of the Communications Ordinance are not applicable to the Franchisee.

2.3. *Term:* This Franchise shall become effective on October 1, 2005 (the "Effective Date"). The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked or its term shortened as provided herein, or unless the Franchise is renewed or extended by mutual agreement.

2.4. *Grant Not Exclusive*: The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Board reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not be inconsistent with the rights granted under this Franchise or the Franchisee's rights under state law with respect to its telecommunications network.

2.5. *Franchise Subject to State and Federal Law*:

2.5.1. Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of state and federal law, including but not limited to the Communications Act.

2.5.2. Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties shall modify this Franchise to ameliorate such adverse effects on and preserve the affected benefits of the Franchisee and/or the County to the extent possible which is not inconsistent with the change in law. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then, at either party's option, the parties agree to submit the matter to mediation. In the event mediation does not result in an agreement, then, at either party's option, the parties agree to submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The non-binding arbitration and mediation shall take place in the County, unless the parties' representatives agree otherwise. In any negotiations, mediation, and arbitration under this provision, the parties will be guided by the purpose as set forth below. In reviewing the claims of the parties, the mediators and arbitrators shall be guided by the purpose of the parties in submitting the matter for guidance. The parties agree that their purpose is to modify the Franchise so as to preserve intact, to the greatest extent possible, the benefits that each party has bargained for in entering into this Agreement and ameliorate the adverse affects of the change of law in a manner not inconsistent with the change in law. Should the parties not reach agreement, including not mutually agreeing to accept the guidance of the mediator or arbitrator, this subsection 2.5.2 shall have no further force or effect.

2.6. *No Waiver*:

2.6.1. The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the County, nor to excuse Franchisee from complying or performing, unless the County has specifically waived, in writing, such right or such compliance or performance.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the County from performance, unless the Franchisee has specifically waived, in writing, such right or performance.

2.6.3. Neither this Franchise nor any action by the County hereunder shall constitute a waiver of or a bar to the exercise of any police right or power of the County, including without limitation, the right of eminent domain. This Agreement shall not limit any authority of the County in accordance with Virginia law to condemn, in whole or in part, any property of the Franchisee, provided that the Franchisee shall receive whatever condemnation award the Franchisee would normally be entitled to recover as a matter of Virginia law. Partial condemnation of the Franchisee's property shall not terminate this Agreement except in accordance with the terms of this Agreement.

2.7. *Construction of Agreement*:

2.7.1. By accepting the Franchise and executing this Agreement, Franchisee, relying upon its own investigation and understanding of the power and authority of the Board to grant this Franchise accepts and agrees to comply with this Agreement and the Communications Ordinance, to the extent not contrary to federal and state law. However, and subject to subsection 2.8, in the event of a conflict between the Communications Ordinance and this Agreement, this Agreement shall prevail.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.8. *Police Powers*:

2.8.1. Nothing in this Agreement shall preclude the County from exercising its police powers to enact, amend or supplement any law or regulation governing cable communications within the County.

2.8.2. If the reasonable, necessary and lawful exercise of the County's police power as referenced in subsection 2.8.1 results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to ameliorate the adverse effects on the Franchisee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then, at either party's option, the parties agree to submit the matter to mediation in accordance with the purpose set out in subsection 2.5.2 as it would pertain to ameliorating the adverse effects on the Franchisee. In the event mediation does not result in an agreement, then, at either party's option, the parties agree to

submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and the purpose set forth in subsection 2.5.2 as it would pertain to ameliorating the adverse effects on the Franchisee. The arbitration and mediation shall take place in the County, unless the parties' representatives agree otherwise. If both parties are not willing to agree to the arbitrator's decision, then the Franchisee may terminate this Agreement. Should the parties not reach agreement, including not mutually agreeing to accept the guidance of the arbitrator, this subsection 2.8.2 shall, except to the extent of the additional termination right of the Franchisee set forth in this subsection 2.8.2, have no further force or effect.

2.9. *Effect of Acceptance:* By accepting the Franchise and executing this Agreement, Franchisee, relying upon its own investigation and understanding of the power and authority of the Board to grant this Franchise, acknowledges and accepts the Board's legal right to grant the Franchise, to enter into this Agreement, and to enact and enforce ordinances and regulations related to the Franchise subject to the provisions of this Agreement; agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law; and agrees that the Board retains the absolute right to terminate this Agreement for any material violation by Franchisee pursuant to Article 13 of this Agreement.

2.10. *Acceptance Fee:* As additional consideration supporting this Agreement, Franchisee shall pay to the County, at the time of tendering the Acceptance attached as Exhibit H, an acceptance fee of seventy-five thousand dollars ($75,000) for each of the three Franchise Areas encompassed by this Agreement, for a total of two hundred twenty-five thousand dollars ($225,000).

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area*:

3.1.1. *Initial Service Area*: In the Initial Service Area, the Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas within twelve (12) months of the Effective Date of this Franchise, and to all residential areas within three (3) years of the Effective Date of the Franchise, except as specified in subsection 3.1.5. Franchisee may make Cable Service available to businesses in the Initial Service Area within the same time periods, except as set forth in Section 3.1.5.

3.1.2. *Extended Service Area*: Within seven (7) years following the Effective Date, Franchisee shall provide Cable Service to all residential areas in the Extended Service Area except as specified in subsection 3.1.5.

3.1.3. *Additional Service Areas*: Aside from the Initial Service Area and the Extended Service Area, Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the County during the term of this Franchise. If Franchisee desires to add additional service areas within the Franchise Area, Franchisee shall notify the County in writing of such additional service area at least ten (10) days prior to providing Cable Services in such areas.

3.1.4. The Franchisee shall not be excused from the timely performance of its obligation as set forth in subsection 3.1.1 and 3.1.2, except for the following occurrences: (A) for periods of Force Majeure; (B) for periods of delay caused by the County; and (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service area.

3.1.5. The Franchisee may refuse to provide Cable Service: (A) in areas where developments or buildings are subject to exclusive arrangements with other providers; (B) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights; (C) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; (D) when its prior service, payment or theft of service history with a Person has been unfavorable; and (E) in areas where the occupied residential household density does not meet the density requirement set forth in subsection 3.1.6.

3.1.6. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area or Extended Service Area meet the density requirements after the time stated for providing Cable Service as set forth in subsections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within six (6) months of receiving notice that the density requirements have been met.

3.2. *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall bear the costs of connecting residential dwelling units that are within two hundred (200) feet of the serving terminal or the edge of the property, whichever is less, if not otherwise already served by Franchisee's FTTP Network. Where a connection exceeds such length, Franchisee may recover from that Subscriber any actual costs of connection attributable to the excess length.

3.3. *Cable Service to Public Buildings*:

3.3.1. Subject to Section 3.1, Franchisee shall provide the following, without charge within the Service Area, at each fire station, public school, police station, public library, and such buildings used for public purposes as designated initially by the County in Exhibit C and thereafter during the Franchise Term in writing to the Franchisee; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet from the serving terminal, or the edge of the property, whichever is less, solely to provide service to any such school or public building, the County shall have the option of paying Franchisee's direct costs for such extension in excess of three hundred (300) feet, or of releasing Franchisee from the obligation, or postponing Franchisee's obligation to provide service to such building:

3.3.1.1. The first service drop for each site;

3.3.1.2. One Subscriber digital converter activated for the most commonly subscribed to digital tier per site;

3.3.1.3. One service outlet activated for the most commonly subscribed to digital tier. The Parties recognize that this only pertains to the flat rate digital tier offered by Franchisee and does not include any pay per view services or similar services.

3.3.2. The County shall be responsible for the cost of any "terminal equipment," including TV monitors, VCRs, and/or computers.

3.3.3. The Franchisee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.4. The cost of inside wiring, additional drops or outlets and additional converters requested by the County within these specified facilities, including those drops or outlets in excess of those currently installed, are the responsibility of the County. If the County requests the Franchisee to provide such services or equipment, the County will pay the Franchisee for those costs.

3.3.5. If the County makes a request to the Franchisee in writing, the Franchisee shall rewire public buildings, move drops or entrance links, and make other changes to installations of inside wiring. The County will be responsible for the cost of all such work, and the County will pay the Franchisee for its direct cost plus ten percent (10%) to offset the Franchisee's project administration.

3.3.6. If there is a change in the Franchisee's technology that affects the ability of the County's public buildings to receive the most commonly subscribed to digital tier, the Franchisee shall be required to replace, at the Franchisee's expense, all the digital converters provided to the County's public buildings as required in subsection 3.3.1.2 in order to ensure that these public buildings receive the most commonly subscribed to digital tier.

4. **SYSTEM OPERATION**

4.1. *Cable System Tests and Inspections:*

4.1.1. The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise, and to ensure that the Cable System components are operating as required. All tests shall be conducted in accordance with federal rules and any applicable United States National Cable Television Association's Recommended Practices for measurement and testing. In the event that the FCC's technical performance standards are repealed or are no longer applicable to the Cable System, such standards shall remain in force and effect until the Communications Administrator or his designee and the Franchisee agree to new standards.

4.1.2. The Franchisee shall conduct tests as follows:

4.1.2.1. Proof of performance tests on the Cable System at least once every six months or as required by FCC rules, whichever is more often, except as federal law otherwise limits the Franchisee's obligation. In consultation with the Communications Administrator, the Cable System monitor test points shall be established in accordance with good engineering practices and consistent with FCC guidelines; and

4.1.2.2. Special proof of performance tests, as limited by the County, of the Cable System or a segment thereof when Subscriber or User complaints indicate tests are warranted.

4.1.3. Tests shall be supervised by the Franchisee's senior engineer, who shall sign all records of tests provided to the County.

4.1.4. The County shall have the right to witness and/or review all required tests on newly constructed or rebuilt segments of the Cable System. The Franchisee shall provide the County with at least two business days' notice of, and opportunity to observe, any such tests performed on the Cable System.

4.1.5. The Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County upon the County's request. The County shall have the same rights the FCC has to inspect the Franchisee's performance test data.

4.1.6. If any test indicates that any part or component of the Cable System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from the County, shall take corrective action, retest the locations and advise the County of the action taken and results achieved, and supply the County with a copy of the results within thirty days from the date corrective action was completed.

4.1.7. The Communications Administrator may, for good cause shown, waive or limit the system test and inspection provisions in this Section.

5. SYSTEM FACILITIES

5.1. *Cable System Characteristics:* The Cable System shall have at least the following characteristics:

5.1.1. Designed with an initial analog passband of 860 MHz.

5.1.2. Designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.1.3. Modern design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the Franchise

Term. The FTTP Network shall utilize the ITU G.983 Passive Optical Network standard and have no active elements so as to make it more reliable.

5.1.4. Protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at each headend, and conforming to industry standards, but in no event rated for less than four hours, at each power supply site.

5.1.5. Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

5.1.6. Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in subsection 5.1.18.

5.1.7. Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

5.1.8. All facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

5.1.9. All facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a subscriber.

5.1.10. All facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

5.1.11. Sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable the Franchisee to substantially comply with applicable law, including applicable customer service standards and including requirements for responding to system outages.

5.1.12. All facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

5.1.13. Design capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 5.3 of this Agreement.

5.1.14. If applicable, antenna supporting structures (towers) designed in accordance with the Virginia Uniform Statewide Building Code, as amended, painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the Federal Communications Commission, and all other applicable codes and regulations.

5.1.15. Facilities and equipment at the headend shall allow the Franchisee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning.

5.1.16. Shall transmit in high definition any signal, which is received in high definition format.

5.1.17. Shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5.1.18. The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the County is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

5.1.18.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

5.1.18.2. National Electrical Code;

5.1.18.3. National Electrical Safety Code (NESC);

5.1.18.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

5.1.18.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and

5.1.18.6. The Uniform Statewide Building Code.

5.2. The FTTP Network shall have at least the following characteristics:

5.2.1. FTTP Network fiber shall be initially designed utilizing splitters of no greater than thirty-two (32) homes per splitter. The FTTP Network shall be pass-through or passive.

5.2.2. Status monitoring capability shall be a feature of the electronics at the customer premises in the FTTP Network. The FTTP Network shall deliver fiber to an Optical Network Terminal ("ONT") at the Subscriber's premises. The ONT shall automatically measure optical signal levels (and other distortion measurements) at the Subscriber's premises.

5.3. *Interconnection:*

5.3.1. The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area at suitable locations as determined by the Franchisee. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3.2. At the request of the Communications Administrator, the Franchisee shall, to the extent permitted by applicable law and its contractual obligations to third parties, use every reasonable effort to negotiate an interconnection agreement with any other franchised cable system in the County for the PEG channels on the Cable System.

5.3.3. The Franchisee shall notify the County prior to any interconnection of the Cable System.

5.3.4. The Franchisee shall in good faith cooperate with the County in implementing interconnection of the PEG Cable Service with communications systems beyond the boundaries of the County.

5.4. *Emergency Alert System*:

5.4.1. The Franchisee shall install and thereafter maintain for use by the County an Emergency Alert System ("EAS").

5.4.2. This EAS shall at all times be operated in compliance with FCC requirements. Subject to the foregoing, the EAS shall be remotely activated by telephone and shall allow a representative of the County to override the audio and video on all Channels on the Cable System so long as it is consistent with Franchisee's contractual commitments, without the assistance of the Franchisee, for emergency broadcasts from a location designated by the County in the event of a civil emergency or for reasonable tests.

5.4.3. The County shall coordinate with and provide reasonable notice to the Franchisee prior to any test use of the EAS. The Franchisee shall cooperate with the County in any such test to the maximum extent feasible.

5.4.4. Each party shall be responsible for its own actions and for any claim arising out of its actions with respect to activation of the EAS.

5.4.5. The County shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Cable System in any manner that results in inappropriate use thereof.

5.5. *Home Wiring*: The Franchisee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a Subscriber's termination of Cable Service, the Franchisee will not restrict the ability of the Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. The Franchisee may require a reasonable indemnity and release of liability in favor of the Franchisee from a Subscriber for wiring that is installed by such Subscriber.

6. **PEG SERVICES**

6.1. *PEG Set Aside:*

6.1.1. Franchisee will provide the County with up to eighteen (18) PEG Channels in the aggregate, though Franchisee reserves the right to utilize for its own purposes any portion of such PEG Channels in its own discretion, until such time as the County elects to utilize such PEG Channels for their intended purpose. Except as provided in subsection 6.7.3, each PEG Channel shall be transmitted on the Cable System in standard 6 MHz, unscrambled NTSC format so that every Subscriber can receive and display the PEG signals using the same converters and signal equipment that is used for other Basic Service Channels. Further, each PEG Channel shall be delivered with transmission quality the same as or better than the transmission quality of any other Channel on Basic Cable Service.

6.1.2. The Franchisee shall carry the programming on each of the respective PEG Channels as indicated in Exhibit D. In the future, the Franchisee shall assign the PEG Channels on its channel line up as configured elsewhere within the County to the extent such channel assignments do not interfere with any other channels or fall outside the range of the Franchisee's respective channel lineup. The Franchisee shall not arbitrarily or capriciously change such channel assignments, and the Franchisee shall minimize the number of such changes; provided, however, that the Franchisee may change such channel assignments as it deems appropriate so long as (i) the Franchisee gives the access channel programmer ninety (90) days notice of such change (if commercially practicable) but in no event less than forty-five (45) days, and (ii) the Franchisee provides, free of charge, public announcements of such changes that shall include (A) to the extent Franchisee has advertising availability, advertising such PEG channel changes on advertising inserts on local channels carrying non-satellite programming in prime time at least thirty seconds per day for the time period of thirty (30) to fifteen (15) days prior to such change and two minutes per day for the fourteen (14) days prior to such change, and (B) providing notice of such changes in at least two monthly Subscriber bill inserts prior to such change (if commercially practicable) but in no event less than one monthly Subscriber bill insert; provided, however, that such bill inserts shall not be necessary in the event the Franchisee provides the requisite notice of such changes to all Subscribers in a letter separate from their bill.

6.1.3. *PEG Interconnection*:

6.1.3.1. The County shall work with the Franchisee and any existing cable operator(s) to designate a reasonable and mutually acceptable site for the PEG interconnection (the "PEG Interconnection Site"). Franchisee shall use reasonable efforts to interconnect its Cable System with the existing cable operator(s). Promptly after the Board

grants the Franchise, the Franchisee shall initiate interconnection negotiations with the existing cable operator(s). Interconnection may be accomplished by direct cable, microwave link, satellite or other reasonable method of connection. Franchisee shall negotiate in good faith with existing cable operator(s) and agree upon reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. Such interconnection shall preserve the quality of the PEG signals such that the Carrier to Noise Ratio (C/N Ratio) for the PEG channel feeds at the point of interconnection shall be in the range of 45.8 dB to 49.0 dB and the minimum C/N Ratio at the end user shall be equal to or greater than 48.0 dB the majority of the time and in all cases, shall be no less than 46.0 dB. The Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement.

6.1.3.2. If any existing cable operator(s) refuses to interconnect, requires unreasonable costs and ongoing expenses to interconnect, or otherwise obstructs interconnection, the County shall use its best efforts to require any such cable operator(s) both to cooperate with the Franchisee and to agree to reasonable terms of interconnection. In the event Franchisee and the cable operator(s) are still unable to reach agreement on terms for an interconnection agreement, the County shall provide for interconnection to the system of the existing cable operator(s) at a County facility mutually agreed upon by the County and Franchisee, and the Franchisee shall bear the costs associated with interconnection at such a PEG Interconnection Site.

6.1.3.3. If an existing cable operator(s) will not agree to reasonable terms and conditions of interconnection in accordance with subsection 6.1.3.1 and if the County is unable to provide for a point of interconnection as in subsection 6.1.3.2, the Franchisee will be under no obligation to carry PEG programming originating on the cable system of the existing cable operator(s) or to interconnect the Cable System.

6.1.4. *Return Feed from PEG Interconnection Site to Franchisee's Headend*:

6.1.4.1. Within twelve (12) months after the Effective Date (unless the Communications Administrator extends this time period for good cause shown), the Franchisee shall provide without charge links between its headend and the PEG Interconnection Site specified in subsection 6.1.3 so that signals can be routed onto an appropriate PEG Channel. Such upstream transmission provided by the Franchisee shall include all equipment necessary for amplification, optical conversion, receiving, transmitting, switching, and headend processing of upstream PEG signals from the PEG Interconnection Site. All such equipment, including but not limited to the fiber electronics at the PEG Interconnection Site, shall be installed, repaired, and maintained in good working order by the Franchisee on the Franchisee's side of the point of interconnection, provided, however, that the Franchisee shall not be responsible for the cost of repairing any damage caused by the owner or operator of the PEG Interconnection Site or its agents or invitees. The Franchisee's obligation with respect to such upstream transmission shall be dependent on the availability to Franchisee, without charge, of required space, electrical power supply, access, and other facilities and cooperation as shall be necessary to allow the Franchisee to fulfill its duties under this Agreement with respect to such upstream transmission. The dedicated Channels may be multiplexed into backbone fiber rings at the Franchisee's video

service office nearest the PEG Interconnection Site for return to the headend.

6.1.4.2. Franchisee shall be responsible for ensuring that signals for each PEG Channel are correctly routed from the PEG Interconnection Site onto the correct PEG Channel for distribution to Subscribers.

6.1.4.3. The Franchisee shall transmit the upstream feeds from the PEG Interconnection Site to the headend in such a manner as to comply with FCC technical standards and with applicable EIA RS-250B performance standards for medium-haul video if the Franchisee deploys an analog technology for transport. The Franchisee may choose to deploy digital technology to transmit the upstream feeds from the PEG Interconnection Site to the headend in such a manner as to comply with applicable ISO/IEC 13818 standard for the Main Level of MPEG 2.

6.1.4.4. The County shall bear any costs associated with any additional PEG origination sites beyond those necessary to fulfill the requirements of this subsection 6.1.4.

6.2. *PEG Grants:*

6.2.1. Franchisee shall provide grants to the County to be used for PEG and institutional network capital expenses as determined by the County (the "PEG Grants"), which shall be paid on a quarterly basis.

6.2.2. The PEG Grants shall in the aggregate total 3% of an amount that shall be computed by subtracting the Franchise fee owing for that quarter from Gross Revenues for that quarter ("Gross Revenues Less Franchise Fees"). The Franchisee shall make such payments no later than thirty (30) days following the end of each calendar quarter. In the event the Franchisee is unable to compute the PEG Grant within the foregoing time frame, the Franchisee may make an estimated PEG Grant based on the payment for the previous quarter. Estimated payments must be trued up within thirty (30) days after the date of the estimated payment.

6.2.3. *Public Access Grant and Higher Education Grants*:

6.2.3.1. The Franchisee shall provide quarterly payments to public access and higher education users, that shall be subtracted from the amount otherwise payable to the County by the Franchisee in accordance with subsection 6.2.2 and Section 7, in amounts in the aggregate totaling 0.96% of Gross Revenues Less Franchise Fees, of which 0.8% shall be provided for public access (the "Public Access Grant") and 0.16% shall be for higher education uses ("Higher Education Grants"). The grants provided herein shall be in partial satisfaction of the amounts otherwise payable to the County in accordance with subsection 6.2.2 and Section 7.

6.2.3.2. The Public Access Grant and the Higher Education Grants shall be paid on a quarterly basis with such payments being made no later than thirty (30) days following the end of each quarter, as follows:

6.2.3.2.1. Paid to George Mason University: 0.08 percent of Gross Revenues Less Franchise Fees;

6.2.3.2.2. Paid to Northern Virginia Community College: 0.08 percent of Gross Revenues Less Franchise Fees;

6.2.3.2.3. Paid as set forth in subsection 6.2.4: 0.8 percent of Gross Revenues Less Franchise Fees.

6.2.4. *Obligation to Public Access Users*:

6.2.4.1. The Franchisee shall have an obligation to provide playback, training, outreach, administrative support and production assistance to public access users, which obligation shall be discharged so long as (A) a valid and binding contract is maintained for the provision of such services with the Fairfax Cable Access Corporation, or (B) a valid and binding contract for the provision of such services is maintained with some other public access management corporation, or (C) at the Board's option, the rights over such public access management are administered by the County pursuant to subsection 6.2.4.3, or (D) any other means, that is mutually acceptable to the Franchisee and the County, that fulfills this obligation.

6.2.4.2. In no event shall any payments made in satisfaction of any obligations under subsection 6.2.4.1 be in excess of 0.8 percent of Gross Revenues Less Franchise Fees as indicated in subsection 6.2.3.2.3.

6.2.4.3. If the Board, in its sole discretion, finds unsatisfactory a contract for access services entered into pursuant to subsection 6.2.4.1, or the performance under such a contract, then the Board shall, in its sole discretion, either undertake such management itself or reassign the Public Access Grant and any assets that the County may acquire from any such public access management corporation, to any third-party manager. Thereafter, the Franchisee's obligations pursuant to subsection 6.2.4 shall be entirely discharged by providing the Public Access Grant, together with any interest the Franchisee may have or obtain in any existing assets of the public access management corporation that were purchased with funds provided by the Public Access Grant, directly to the County.

6.2.5. If the Franchisee and the County disagree at any time as to the amounts due under subsection 6.2.2, the Franchisee shall continue paying the specified grants in the amounts paid in the last undisputed payment during the period of any such dispute, provided, however, that the County shall return any such amounts paid to the County that are later determined to be in excess of the correct amounts.

6.3. To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grants or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.4. If the Franchisee makes changes to the Cable System that require improvements to access facilities and equipment, Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within thirty (30) days so that PEG facilities and equipment may be used as intended in this Agreement.

6.5. *Backup Facilities and Equipment*: Subject to subsection 6.1.3 and 6.1.4, the Franchisee shall design, build, and maintain all PEG upstream feeds, interconnection, and distribution facilities so that such feeds function as reliably as Franchisee's Cable System as a whole within the County, and are no more likely to fail than is Franchisee's Cable System as a whole within the County.

6.6. *Editorial Control*: Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the PEG Channels (except for such programming as the Franchisee may cablecast on such PEG Channels).

6.7. *Use of PEG Channels, Facilities and Equipment*:

6.7.1. The County, or the entity that manages a PEG Channel, may establish and enforce rules and procedures for use of the PEG Channels pursuant to Section 611(d) of the Communications Act, 47 U.S.C. § 531(d). The County shall resolve any disputes among PEG Users regarding allocation of PEG Channels.

6.7.2. The Franchisee will provide downstream transmission of the PEG Channels on its Cable System at no charge to the County or other PEG access programmers.

6.7.3. The County or its licensees, assigns, or agents shall not transmit on the PEG Channels commercial programming or commercial advertisements to the extent that they would constitute competition with the Franchisee for such commercial programming or commercial advertisements, subject to the following:

6.7.3.1. For purposes of this subsection, "Commercial Programming or Commercial Advertisements" shall mean programming or advertisements for which the County receives payment from a third party (a party other than the County or the Franchisee), but shall not include announcements indicating that programming is underwritten by a commercial entity, such as the underwriting announcements typically displayed by the public broadcasting system.

6.7.3.2. For purposes of this subsection 6.7.3, "the County" shall be deemed to include the Fairfax County Public Schools.

6.7.4. *Costs and Payments Not Franchise Fees*: The capital grants and other support provided pursuant to Article 6 and Sections 2.10 and 3.3 do not constitute Franchise fee payments within the meaning of 47 U.S.C. § 542, but may be passed through to Subscribers as a separate line item on their monthly bills pursuant to 47 U.S.C. § 622(c)(2).

6.7.5. If capacity set aside for PEG use pursuant to this Agreement is subdivided or compressed (for example, migrated from analog to digital transmission) resulting

in multiple transmission paths, the Franchisee shall provide the County eighteen PEG Channels (the "Additional PEG Channels") in addition to the PEG Channels set aside for the County in Article 6 and Exhibit D. In the event the County desires to provide alternative services to be used in association with PEG programming which the parties agree would benefit the Franchisee's Subscribers and the channels/capacity available to the County through the Channels set aside in subsection 6.1 and the Additional PEG Channels is insufficient to allow such services, the parties agree to discuss, in good faith, alternative solutions that would enable the County to deliver those services.

6.8. *Reserved and Additional PEG Channels:*

6.8.1. The Board may activate any of the Reserved and Additional PEG Channels specified in Section 6.1, subsection 6.7.5, and in Exhibit D. The process for Board consideration shall include, but not be limited to, the following:

6.8.1.1. Any educational or governmental entity that proposes to use a Channel shall submit to the Communications Administrator and the Franchisee its request to activate one of the Reserved or Additional PEG Channels ("PEG Channel Request"). The PEG Channel Request shall include: (i) documentation of community need(s) to be served by the requestor on the requested Channel, including, but not limited to, programming and hours of operation, (ii) documentation demonstrating that the programming content and hours of use cannot be supported by another Channel already in use by the PEG Channel Request applicant or, in the case of higher educational access, by another Channel designated for such use, (iii) documentation that the PEG Channel Request applicant's current PEG Channel(s) carry at least 70 hours per week of Qualified Programming during sixteen (16) consecutive weeks that occur between September 1 and June 30, and (vi) any other information the Communications Administrator deems necessary for the Board's consideration of the PEG Channel Request.

6.8.1.2. The Communications Administrator shall forward to the Board the completed PEG Channel Request and a recommendation for the Board action.

6.8.1.3. Board consideration of the PEG Channel Request shall include a public hearing that provides the opportunity for the Franchisee and other interested parties to address the Board.

6.8.1.4. The Board may direct the Franchisee to activate one of the Reserved or Additional PEG Channels, based on the information provided pursuant to subsection 6.8.1 and the public interest served, by providing written notice of its decision to the Franchisee and the entity originating the PEG Channel Request. The Franchisee shall activate such Reserved or Additional PEG Channel within one hundred eighty (180) days of the County's written notice, unless the County specifies a later date. The Franchisee shall determine the Channel number assignment after consulting with the PEG Channel Request applicant and the County.

6.8.2 The Board may place in reserve, for use by the Franchisee, any of the educational or governmental access Channels to the extent authorized by subsection 6.8.2. The process for Board consideration shall include, but not be limited to, the following:

6.8.2.1. The Franchisee shall submit to the Communications Administrator and the affected channel User its request for the Board to place in reserve, for use by the Franchisee, one of the educational or governmental access Channels (the "Franchisee's Channel Request"). The Franchisee's Channel Request shall include: (i) identification of the affected User and its Channel assignment, (ii) documentation that the User's current Channel provides less than fifteen (15) hours per week of Qualified Programming during sixteen (16) consecutive weeks that occur between September 1 and June 30, and (iii) any other information the Communications Administrator deems necessary for the Board's consideration of the Franchisee's Channel Request.

6.8.2.2. The Communications Administrator shall forward to the Board the completed Franchisee's Channel Request and a recommendation for Board action.

6.8.2.3. Board consideration of the Franchisee's Channel Request shall include the opportunity for the affected User and other interested parties to address the Board.

6.8.2.4. The Board may direct the affected User to vacate the Channel that is the subject of the Franchisee's Channel Request, based on the information provided pursuant to subsection 6.8.2 and the public interest served, by providing written notice of its decision to the affected User and the Franchisee. The affected User shall vacate the subject Channel within one hundred eighty (180) days of the County's written notice, unless the County specifies a later date. The parties agree that thereafter the Channel subject to such action shall be considered a Reserved Channel.

6.8.3. The Board shall consider each PEG Channel Request or the Franchisee's Channel Request on its own merits and independent of any other such requests made pursuant to Section 6.8.

6.8.4. "Qualified Programming" as used in Section 6.8 generally means programming that:

6.8.4.1. relates to meeting the educational or governmental needs and interests of the County's cable television subscribers, regardless of the producer or point of origin and that;

6.8.4.2. is repeated no more than four times during the sixteen (16) week period; and

6.8.4.3. does not include bulletin board, text-based material that is broadcast and non-interactive.

7. **FRANCHISE FEES**

7.1. *Payment to the County:* The Franchisee shall pay to the County a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the

computation of the Franchise fee shall be made on a calendar year basis. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. In the event the Franchisee is unable to compute the Franchisee fee payment within the foregoing time frame, the Franchisee may make an estimated Franchise fee payment based on the payment for the previous quarter. Estimated payments must be trued up within thirty (30) days after the date of the estimated payment. In the event any Franchise fee payment, including any estimated Franchise fee payment, due and owing is not made on or before the required date, the Franchisee shall pay any applicable penalties and interest charges computed from such due date, as provided for in the Communications Ordinance under Section 9.1-5-8(i).

7.2. *Supporting Information:* Each Franchise fee payment shall be submitted with supporting detail and a statement certified by the Franchisee's authorized financial agent or an independent certified public accountant, reflecting the total amount of monthly Gross Revenues for the payment period. The County shall have the right to reasonably require further supporting information.

7.3. *Bundled Services*: If Franchisee bundles Cable Service with Non-Cable Service, Franchisee agrees that it will allocate the discount associated with such bundle consistent with the portion allocated in the Franchisee's books and records kept in the regular course of Franchisee's business. However, the parties agree that tariffed telecommunications services that cannot be discounted under state or federal law or regulation are excluded from the bundled discount allocation obligations in this section.

7.4. *No Limitation on Taxing Authority.* Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability. The Franchise fee payments required by this section shall be in addition to any and all taxes of a general nature or other fees or charges which Franchisee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of Franchisee. However, Franchisee shall have the right to a credit, in the amount of its Franchise fee and Total Grants payments under this Agreement, against any general utility tax on Cable Services that may be imposed by the County, to the extent such a tax is applicable to Franchisee or its subscribers. Franchisee may designate Franchise Fee(s) as a separate item in any bill to a Subscriber of Franchisee's Cable System, but shall not designate or characterize it as a tax.

8. **CUSTOMER SERVICE**

Customer service requirements are set forth in Exhibit E.

9. **REPORTS AND RECORDS**

9.1. *Open Books and Records:* Subject to applicable law, upon reasonable written notice to the Franchisee, which shall be no less than thirty (30) days, the County shall have the right to inspect and copy at any time during Normal Business Hours and on a nondisruptive basis at a mutually agreed location in the County, all books and records, including all documents in whatever form maintained, including electronic media ("books and records") to the extent that such books and records relate to the Cable System or to the Franchisee's provision

of Cable Service and are reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specify the purpose of the review, so that Franchisee may organize the necessary books and records for appropriate access by the County. Franchisee shall not be required to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the County.

9.2. If any books, records, maps, plans, or other requested documents are too voluminous, not available locally in the County, or for security reasons cannot be copied and moved, then the Franchisee may request that the inspection take place at a location mutually agreed to by the County and the Franchisee, provided that (i) the Franchisee must make necessary arrangements for copying documents selected by the County after its review; and (ii) the Franchisee must pay all travel and additional copying expenses incurred by the County (above those that would have been incurred had the documents been produced in the County) in inspecting those documents or having those documents inspected by its designee.

9.3. *Proprietary Books and Records*: If the Franchisee believes that the requested information is confidential and proprietary, the Franchisee must provide the following documentation to the County: (i) specific identification of the information; (ii) statement attesting to the reason(s) Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee's designated offices for inspection by the County. The County shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other County-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by the Franchisee.

9.4. The Franchisee shall take all reasonable steps required to ensure that it is able to provide the County with all information that must be provided or may be requested under this Agreement or applicable law, including the issuance of appropriate subscriber privacy notices. The Franchisee shall be responsible for redacting any data that applicable law prevents it from providing to the County. Nothing in this Section shall be read to require a Franchisee to violate federal or state law protecting subscriber privacy.

9.5. *Copying of Books and Records*: The County shall have the right to copy any such books and records, except to the extent that such books and records are proprietary and/or confidential pursuant to the Virginia Uniform Trade Secrets Act or other applicable law.

9.6. *Complete and Accurate Records*: The Franchisee shall keep complete and accurate books of account and records of its business and operations under and in connection with the Agreement.

9.7. Unless otherwise provided in this Section, all materials and information specified in this Section shall be maintained for a period of five (5) years.

9.8. *Communication with Regulatory Agencies*: Within fifteen (15) days, the Franchisee shall file with the County a copy of any document filed by the Franchisee with a regulatory agency (other than publicly available information) that materially and expressly pertains to the County with respect to the provision of Cable Service. In addition, the Franchisee

must provide the County (upon request) any document the Franchisee files or receives from any regulatory agencies.

9.9. *Uses of System*: The Franchisee will notify the County of all products and Cable Services offered over the Cable System as promptly as practicable after each such product or Cable Service is instituted.

9.10. *Annual Report*: Unless this requirement is waived in whole or in part by the County, no later than April 30th of each year during the term of this Agreement, the Franchisee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

9.10.1. A summary of the previous calendar year's activities in development of the Cable System, including but not limited to descriptions of services begun or dropped;

9.10.2. A summary of complaints, identifying both the number and nature of the complaints received and an explanation of their dispositions, as such records are kept by the Franchisee. Where the Franchisee has identified recurrent Cable System problems, the nature of any such problems and the corrective measures taken or to be taken shall be identified;

9.10.3. A copy of the Franchisee's rules, regulations and policies available to Subscribers of the Cable system, including but not limited to (i) all Subscriber rates, fees and charges; (ii) copies of the Franchisee's contract or application forms for Cable Services; and (iii) a detailed summary of the Franchisee's policies concerning the processing of Subscriber complaints; delinquent Subscriber disconnect and reconnect policies; Subscriber privacy and any other terms and conditions adopted by the Franchisee in connection with the provision of Cable Service to Subscribers;

9.10.4. A statement of Gross Revenues for the previous calendar or fiscal year, certified by the Franchisee's financial agent, including a year-end balance sheet and an income statement showing Subscriber revenue and every material category of non-Subscriber revenue; and operating expenses by category, at whatever operating level such records are kept; which obligation may be satisfied by submitting the Franchisee's audited financial statements prepared for the Franchisee's bondholders or equivalent financial document acceptable to the County;

9.10.5. A list of Persons holding five percent (5%) or more of the voting stock or interests of Franchisee;

9.10.6. A list of officers and members of the Board of Directors of Franchisee and its parents and Franchisee's subsidiaries, if any, or similar officers if the Franchisee is not a corporation;

9.10.7. A copy of stockholders' annual reports issued by Franchisee and its parents; and

9.10.8. The results of any annual opinion surveys the Franchisee conducts, but if the Franchisee considers such results to be proprietary, the Franchisee shall make such results available for the County's review.

9.11. *Quarterly Report*: Beginning six (6) months after Cable Service is available on a commercial basis directly to multiple Subscribers in the Franchise Area, the Franchisee shall submit a written report to the County no later than forty five (45) days after the end of each calendar quarter during the term of this Agreement, which report shall be in a form reasonably satisfactory to the County, that shall include:

9.11.1. A report showing the number of service calls received sorted by a descriptive code indicating the actual service call that was resolved during that quarter, including any property damage to the extent such information is available to the Franchisee, and any line extension requests received during that quarter;

9.11.2. Once the Franchisee reaches a level of fifty thousand (50,000) Subscribers, a report showing the number of outages for that quarter, and identifying separately each planned Subscriber outage for more than one hour at a time (excluding the maintenance window from 12:00 a.m. to 6:00 a.m.), the time it occurred, its cause, its duration, and the impacted streets and a range of affected addresses in the Franchise Area (or a map area using the most recent edition of the ADC map or its equivalent, as specified by the County) and, when available to the Franchisee, number of homes affected; and, when the Franchisee can reasonably determine that at least five hundred (500) homes were affected, each unplanned outage affecting more than five hundred (500) homes for more than one hour, the time it occurred, the reason for the disruption and its causes, its estimated duration and, when available to the Franchisee, the number of homes affected;

9.11.3. A report showing the Franchisee's performance with respect to all applicable customer service standards in this Agreement, signed and certified by an officer or agent. If the Franchisee is unable to certify full compliance for any calendar quarter, it must indicate in its filing each standard with which it is in compliance and in noncompliance, the reason for the noncompliance and a remedial plan. The Franchisee's failure to file a compliance certificate or noncompliance statement as required herein shall subject the Franchisee to the liquidated damages specified in this Agreement for violation of customer service standards. The Franchisee shall keep such records as are reasonably required to enable the County to determine whether the Franchisee is substantially complying with all such customer service standards, and shall maintain adequate procedures to demonstrate substantial compliance; and

9.11.4. A report that includes the number of homes in the County where Cable Service was provided during that quarter and a projection of the number of homes to which Cable Service will become available in the next ninety (90) days.

9.12. *Special Reports*: Unless this requirement is waived in whole or in part by the County, the Franchisee shall deliver the following special reports to the County not more than ten (10) business days after the occurrence of the event:

9.12.1. A copy and full explanation of any notice of deficiency, forfeiture, or other document relating to the Franchisee issued by any state or federal agency if such notice or other document would require Securities and Exchange Commission Form 8(k) disclosure or would require footnote disclosure in the annual financial statements of the Franchisee or a parent.

9.12.2. A copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Franchisee or by any partnership or corporation that owns or controls the Franchisee directly or indirectly.

9.13. *Books and Records Required*: The Franchisee shall at all times maintain:

9.13.1. Complete and accurate books of account and records of its business and operations under and in connection with this Agreement. At a minimum, the Franchisee's financial books and records shall be maintained in accordance with generally accepted accounting principles, and shall identify:

9.13.1.1. Gross revenues, by service category;

9.13.1.2. Operating expenses, at whatever operating level such records are kept, categorized by general and administrative expenses, technical expenses, programming expenses, and overhead, if any;

9.13.1.3. Capital expenditures, including capitalized interest and overhead, if any; and

9.13.1.4. Depreciation expenses, by category, at whatever operating level records thereof are kept.

9.13.2. Records of all written complaints received. The term "complaints" as used herein and throughout the Agreement refers to complaints about any aspect of the Cable System or the Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded may not be limited to complaints requiring an employee service call;

9.13.3. Records of outages, indicating date, estimated duration, estimated area, and the estimated number of Subscribers affected, type of outage, and cause;

9.13.4. Records of service calls for repair and maintenance, indicating the date and time service was requested, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved;

9.13.5. Records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgment, and the date and time service was extended;

9.13.6. Copies of all promotional offers made in writing to potential or current Subscribers;

9.13.7. Upon written notice, the County may require additional information, records, and documents pursuant to this Agreement as may be reasonably necessary for the performance of any of the Communications Administrator's duties or any other County official's duty as it pertains to the Franchise;

9.13.8. The Franchisee shall maintain a file of records open to public inspection in accordance with applicable FCC rules and regulations; and

9.13.9. The Franchisee shall maintain accurate maps and improvement plans which show the location, size and a general description of all facilities installed in the public ways and any power supply sources, including voltages and connections. Maps shall be based on post-construction inspection to verify location.

9.14. *Waiver of Reporting Requirements*: The Communications Administrator may, for good cause shown, waive the reporting provisions in this Section.

10. **INSURANCE AND INDEMNIFICATION**

10.1. *Insurance*:

10.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, throughout the entire Franchise Term, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance insuring the County and the Franchisee with respect to the construction, operation and maintenance of the Cable System, and the conduct of the Cable Service business in the County in the minimum amounts of $2,000,000 per occurrence; $2,000,000 aggregate for each occurrence. Such commercial general liability insurance must include coverage for all of the following: comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

10.1.1.2. Copyright infringement insurance insuring the County and the Franchisee in the minimum amount of $2,000,000 for copyright infringement occasioned by the operation of the Cable System.

10.1.2. All insurance policies and certificates maintained pursuant to this Agreement shall provide the following unless the County approves other language:

> "It is hereby understood and agreed that this insurance coverage may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until at least 30 days after receipt by the

Communications Administrator of a written notice of such intention to cancel or not to renew."

10.1.3. Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A-*VII* or better rating by Best's Key Rating Guide, Property/Casualty Edition.

10.1.4. The Franchisee shall provide the Communications Administrator with an original certificate of insurance providing evidence of all coverage required of this Agreement upon execution of this Agreement and any time the Franchisee obtains new insurance policies.

10.1.5. The County may review the amounts of any insurance policies under the Agreement and shall have the right to require reasonable adjustments to such insurance policies consistent with the public interest. The County shall provide the Franchisee written notice at least sixty (60) days in advance of any reasonable adjustments.

10.1.6. All Commercial General Liability Insurance policies shall name the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees as additional insureds. Such additional insured requirement shall be noted on the original certificate of insurance provided to the County.

10.2. *Indemnification*:

10.2.1. Subject to the provisions below, the Franchisee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise arising out of or alleged to arise out of the installation, construction, operation, or maintenance of the Cable System, including but not limited to any claim against the Franchisee for invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other intellectual property right of any Person, firm, or corporation.

10.2.2. This indemnity does not apply to programming carried on any Channel set aside for PEG use, or Channels leased pursuant to 47 U.S.C. § 532, or to operations of the PEG Channels to the extent such operations are carried out by a person other than the Franchisee or its agents. Further, the Franchisee shall not be required to indemnify the County for acts of the County which constitute willful misconduct or negligence, on the part of the County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access, or EAS.

10.2.3. In no event shall the Franchisee be responsible for indemnifying the County under Section 10.2 for any act or omission by the Franchisee that has been specifically approved by the County, or for any act or omission by the County or its elected and

appointed officers, boards, commissions, commissioners, agents, or employees that results in personal injury or property damage.

10.2.4. The County shall give the Franchisee written notice of its obligation to indemnify the County under Section 10.2 within thirty (30) days of receipt of a claim, suit, cause of action, or proceeding for which the Franchisee is obligated to indemnify the County. The County shall take action necessary to avoid entry of a default judgment if such action is needed before the County provides the Franchisee notice; provided, however, that no such action shall in anyway prejudice or harm the Franchisee.

10.2.5. With respect to Franchisee's indemnity obligations set forth in Section 10.2, Franchisee shall provide the defense of any claims, suits, causes of action, or proceedings brought against the County by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the County, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the County from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the County, Franchisee shall have the right to defend, settle or compromise any claim, suit, cause of action, or proceeding arising hereunder, so long as the settlement includes a full release of the County, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the County does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the County shall in no event exceed the amount of such settlement. In the event that Franchisee fails, after notice pursuant to subsection 10.2.4, to undertake the County's defense of any claims encompassed within this Section 10.2, Franchisee's indemnification shall include, but is not limited to, the County's reasonable attorneys' fees, including fees for outside counsel hired to defend the County, incurred in defending against any such claim, suit, cause of action, or proceeding, any interest charges arising from any claim, suit, cause of action, or proceeding arising under this Agreement or the Communications Ordinance, the County's out-of-pocket expenses, and the reasonable value of any services rendered by the County Attorney, or the County staff or its employees.

10.2.6. Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the Franchisee or its subcontractors for damages under the Agreement or the Communications Ordinance or to excuse the faithful performance of obligations required by the Agreement, except to the extent that any monetary damages suffered by the County have been satisfied by a financial recovery under this section or other provisions of the Agreement or the Communications Ordinance.

10.2.7. The County shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of Franchisee in the construction, maintenance, use, operation or condition of the Cable System. It is a condition of this Agreement that the County shall not and does not by reason of this Agreement assume any liability whatsoever of the Franchisee for injury to Persons or damage to property; provided, however, that the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County for which the County is legally responsible, subject to any and all defenses and limitations of liability provided by law.

11. **TRANSFER OF FRANCHISE**

11.1. *County Approval Required*: Subject to the provisions of this Article, the Franchisee shall apply to the County for approval of any transaction in which any change is proposed with respect to ten percent (10%) or more for voting interests or twenty-five percent (25%) or more for non-voting interests of the ownership of the Franchisee, the Cable System, the Cable System assets, or the Franchise by submitting FCC Form 394 or such other form as the FCC may prescribe for that purpose. The application shall be made at least one hundred twenty (120) calendar days prior to the contemplated effective date of the transaction. Such application shall contain complete information on the proposed transaction, including details of the legal, financial, technical, and other qualifications of the transferee. At a minimum, the following information must be included in the application:

11.1.1. all information and forms required under federal law;

11.1.2. any shareholder reports or filings with the Securities and Exchange Commission that pertain to the transaction;

11.1.3. a report detailing any changes in ownership of voting or non-voting interests of over five percent;

11.1.4. other information necessary to provide a complete and accurate understanding of the financial position of the Cable System before and after the proposed transaction;

11.1.5. complete information regarding any potential impact of the transaction on Subscriber rates and service; and

11.1.6. any contracts that relate to the proposed transaction as it affects the County and, upon request by the County, all documents and information that are related or referred to therein and which are necessary to understand the proposed transaction; provided, however, that if the Franchisee believes that the requested information is confidential and proprietary, then the Franchisee must provide the following documentation to the County: (i) specific identification of the information; (ii) statement attesting to the reason(s) Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee's designated offices for inspection by the County.

11.2. To the extent not prohibited by federal law, the Board may: (i) grant; (ii) grant subject to conditions directly related to concerns relevant to the transactions; (iii) deny any such transactions; or (iv) not take action, in which case the transactions shall be deemed granted pursuant to Section 617 of the Communications Act, 47 U.S.C. § 537.

11.2.1. For any transaction that the County determines constitutes an assignment of the franchise, Board action shall be expressed by ordinance.

11.2.2. For any transaction that the County determines constitutes a significant transfer of control of the franchise, Board action shall be expressed by resolution. Significant transfer of control means any change in the ownership of: (i) twenty percent (20%) or more of the voting interests or (ii) fifty percent (50%) or more of the non-voting interests.

11.2.3. For any other transaction for which the Franchisee has filed an application pursuant to Section 11.1, the Communications Administrator shall inform the Board not less than thirty (30) days before such application would be deemed approved pursuant to Section 617 of the Communications Act, 47 U.S.C. § 537.

11.3. *Waiver of Transfer Application Requirements*: To the extent consistent with federal law, the County may waive in writing any requirement that information be submitted as part of the transfer application, without thereby waiving any rights the County may have to request such information after the application is filed.

11.4. *Subsequent Approvals*: The Board's approval of a transaction described in this Section in one instance shall not render unnecessary approval of any subsequent transaction.

11.5. *Approval Does Not Constitute Waiver*: Approval by the Board of a transfer described in this Section shall not constitute a waiver or release of any of the rights of the County under this Agreement or the Communications Ordinance, whether arising before or after the date of the transfer.

11.6. *No Consent Required For Transfers Securing Indebtedness*: The Franchisee shall not be required to file an application or obtain the consent or approval of the County for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness. However, the Franchisee will notify the County within ten (10) days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Franchisee's audited financial statements prepared for the Franchisee's bondholders shall constitute such notice.

11.7. *No Consent Required For Any Affiliate Transfers*: The Franchisee shall not be required to pay an acceptance fee or file an application or obtain the consent or approval of the County for any transfer of an ownership or other interest in Franchisee, the Cable System, or the Cable System assets to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee. However, the Franchisee will notify the County within thirty (30) days if at any time a transfer covered by this subsection occurs. Within a reasonable time after receiving notice of such transfer, the County shall be responsible for furnishing the Franchisee with a letter acknowledging the transfer and whether the County is satisfied with the legal, financial, and technical qualifications of the transferee. The Franchisee will guarantee all of obligations that this Agreement imposes on the holder of the Franchise until the County provides

the Franchisee with the letter acknowledging the transfer and confirming that the County has found the legal, financial, and technical qualifications of the transferee to be satisfactory.

11.8 *Assignment to Verizon South Inc.:* Notwithstanding anything to the contrary herein, the County expressly acknowledges and agrees that the Franchisee is permitted to assign the right to provide Cable Service in the Franchise Area to Verizon South Inc., an Affiliate of the Franchisee, without paying an acceptance fee, without filing an application, or obtaining any prior approval. The Franchisee will notify the County if at any time an assignment covered by this subsection occurs. However, such assignment shall not release the Franchisee from any of the terms and conditions imposed in this Agreement and the Franchisee shall remain solely liable to the County for the performance of those terms and conditions.

12. **RENEWAL OF FRANCHISE**

12.1. The County and Franchisee agree that any proceedings undertaken by the County that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2. In addition to the procedures set forth in said Section 626 of the Communications Act and in the event that the County engages in a formal renewal of the Franchise, the County agrees to notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The County further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to expiration of its term.

13. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

13.1. *Audits and Actions Regarding Fee Payments; Limitations.* The County shall have the right to inspect books and records relating to the Cable System and to audit and recompute any amounts determined to be payable under this Agreement, whether the records are held by Franchisee, an Affiliate, or any other agent of Franchisee.

13.1.1. Franchisee shall be responsible for making available to the County all records necessary to confirm the accurate payment of Franchise fees and PEG Grants, without regard to by whom they are held. Such records shall be made available pursuant to the requirements of Article 9 herein. Franchisee shall maintain such records in accordance with its normal record retention policy, which Franchisee shall provide to the County within thirty (30) days of the execution of this Agreement and shall provide again whenever Franchisee changes that policy over the course of the Franchise Term.

13.1.2. The County's audit expenses shall be borne by the County unless the audit discloses an undisputed underpayment of more than three percent (3%) of any quarterly payment, in which case the County’s out-of-pocket costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of the Franchise. Any additional undisputed amounts due to the County as a result of the audit shall be paid within thirty (30) days following

written notice to Franchisee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation from an undisputed amount results in additional revenue to be paid to the County, Franchisee shall pay any applicable penalties and interest charges computed from such due date, as provided for in the Communications Ordinance under Section 9.1-5-8(i). Any audit fees paid by the County shall not be determined based on a percentage of audit findings basis.

13.1.3. In the event the Franchisee disputes any underpayment discovered as the result of an audit conducted by the County, the Franchisee and the County shall work together in good faith to promptly resolve such dispute. Both parties shall maintain all rights and remedies available at law regarding any disputed amounts.

13.1.4. The County shall have three (3) years from the date Franchisee delivers a Franchise fee payment or PEG Grant payment to question that payment, and if the County fails to question the payment within that three-year period, the County shall be barred from questioning such payment. If the County gives written notice to Franchisee within that three-year period, the three-year period shall be tolled for one year to allow the County to conduct an audit. Any legal action by either party relating to a Franchise fee payment will toll the remaining term, if any, of the three-year time period and the one-year audit period with respect to that payment.

13.2. *End of Franchise Term*: Upon completion of the term of the Franchise granted under this Agreement, if a new, extended, or renewed Franchise is not granted to the Franchisee by the Board, the Franchisee's right to provide Cable Service shall terminate, subject to applicable federal law.

13.3. The Board shall have the right to revoke the Franchise for the Franchisee's material violation of this Agreement pursuant to Sections 13.4 and 13.5 below.

13.4. To revoke the Franchise, the County shall give the Franchisee written notice of the default in its performance. Franchisee shall have sixty (60) calendar days from receipt of this written notice to: (i) cure such default to the reasonable satisfaction of the County; or (ii) in the event that, by the nature of default, such default cannot be cured within the sixty (60) calendar day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed, all of which shall be to the reasonable satisfaction of the County. In the event that the Franchisee does not take the foregoing corrective action to the reasonable satisfaction of the County, the County shall give written notice to the Franchisee of its intent to revoke the Franchise Term, stating its reasons. However, the Franchisee shall have no opportunity to cure where the Franchisee is convicted of fraud or attempted fraud on the County or the Subscribers in connection with this Agreement or Cable Service.

13.5. Prior to revoking the Franchise, the Board shall hold a public hearing, after providing thirty (30) days' written notice to the Franchisee, specifying its reasons for revoking the Franchise, at which time the Franchisee and the public shall be given an opportunity to be heard. Following the public hearing, the Board may determine to revoke the Franchise based on the information presented at the hearing, and other information of record, or, where

applicable, grant additional time to the Franchisee to effect any cure. If the Board determines to revoke the Franchise, it shall adopt an ordinance that revokes the Franchise and sets forth the reasons for its decision. Unless the ordinance specifies a date upon which the revocation shall take effect, the Franchise shall be revoked upon the Board's adoption of the ordinance. A copy of such ordinance shall be promptly transmitted to the Franchisee. Franchisee may appeal such determination of the County to an appropriate court, which shall have the power to review the decision of the County *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the County's ordinance revoking the Franchise.

13.6. *Rights and Remedies*:

13.6.1. The rights and remedies reserved to both parties herein are cumulative and shall be in addition to all other rights and remedies which either party may have with respect to the subject matter of this Agreement, whether reserved herein or authorized by applicable law.

13.6.2. The following violations by the Franchisee of this Agreement are material violations of this Agreement for purposes of this Article:

13.6.2.1. Transfer of the Franchise without approval pursuant to Article 11, or failure to notify pursuant to Sections 11.6 and 11.7;

13.6.2.2. Habitual or persistent failure to provide Cable Service as specified in Article 3;

13.6.2.3. Failure to make Cable Service available to not less than 80.25% of the Franchise Area by the time established in Article 3;

13.6.2.4. Habitual or persistent failure to meet FCC technical standards;

13.6.2.5. Failure to maintain the EAS pursuant to Section 5.4 in the event of an emergency;

13.6.2.6. Habitual or persistent failure to provide PEG Grants pursuant to Section 6.2;

13.6.2.7. Habitual or persistent failure to provide the PEG Channels pursuant to Article 6;

13.6.2.8. Habitual or persistent failure to provide Cable Service to public buildings pursuant to Section 3.3;

13.6.2.9. Habitual or persistent failure to pay Franchise fees pursuant to Article 7;

13.6.2.10. Habitual or persistent failure to meet reports and records requirements in a timely manner pursuant to Article 9;

13.6.2.11. Habitual or persistent failure to satisfy insurance requirements pursuant to Section 10.1;

13.6.2.12. Habitual or persistent failure to maintain a performance bond or letter of credit pursuant to Sections 13.7 and 13.8;

13.6.2.13. Habitual or persistent violation of consumer protection requirements pursuant to applicable law;

13.6.2.14. Habitual or persistent violation of Subscriber privacy requirements pursuant to 47 U.S.C. § 551;

13.6.2.15. Habitual or persistent discrimination among Subscribers in violation of 47 U.S.C. § 541(a)(3); and

13.6.2.16. Habitual or persistent material customer service standard violations other than those for which liquidated damages have been assessed and paid.

13.7. *Performance Bond*:

13.7.1. Except as provided below, the Franchisee shall obtain and maintain during the entire Franchise Term, including any extensions thereof, a performance bond in the County's favor in the amount of five hundred thousand ($500,000), in substantially the same form attached hereto as Exhibit F and is acceptable to the County, in order to ensure the Franchisee's faithful performance of its obligations under this Agreement. The County may not attempt to collect under this bond unless thirty (30) days have passed since the County provided the Franchisee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Franchisee gives written notice it disputes entitlement to payments from Franchisee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

13.7.2. The performance bond shall provide the following conditions:

13.7.2.1. The bond shall be either (i) written on an annual term and may be extended for additional annual terms at the option of the surety or (ii) the bond shall be cancelable by the surety giving not less than sixty (60) days written notice to the County, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Franchisee that may have accrued under this bond as a result of default by the Franchisee prior to the effective date of such termination.

13.7.2.2. Neither cancellation, nor termination nor refusal by the surety to extend this bond, nor inability of the Franchisee to file a replacement bond or

replacement security for its obligations, shall constitute a loss to the County recoverable under this bond.

13.7.3. There shall be recoverable by the County from the principal and surety, any and all amounts due to the County and any and all damages, losses, costs, and expenses incurred by the County resulting from the failure of the Franchisee to comply with the material provisions of this Agreement, to comply with all orders, permits and directives of any County agency or body having jurisdiction over its acts or defaults, to pay fees, penalties or liquidated damages due to the County, or to pay any claims, taxes or liens due to the County. Such losses, costs and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses.

13.7.4. The total amount of the performance bond required by this Agreement shall be forfeited in favor of the County in the event:

13.7.4.1. the Franchisee abandons the Cable System at any time during the Franchise Term or any extension thereto; or

13.7.4.2. the Franchisee carries out a transfer requiring County approval as stated in Article 11 of this Agreement without obtaining County approval.

13.7.5. The performance bond shall be issued by a surety with an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition.

13.7.6. The Franchisee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the County a substitute, renewal or replacement bond in conformance with the provisions of this Agreement.

13.7.7. *Reduction of Bond*: The County may approve a reduction in the amount of the bond upon written application by the Franchisee, which approval shall not be unreasonably withheld. The amount of the bond may be reduced to $250,000.00 when the Cable System has been extended to more than fifty percent (50%) of the occupied dwelling units within the Franchise Area, as certified by the Franchisee to the County, and may be further reduced to the sum of $50,000.00 when the Cable System has been extended to more than ninety percent (90%) of the occupied dwelling units within the Franchise Area, as certified by the Franchisee to the County. Reductions granted or denied upon application by the Franchisee shall be without prejudice to the Franchisee's subsequent applications or to the County's right to require the full bond at any time thereafter. Further, in the event the County approves a reduction of the Franchisee's performance bond, the County may, at any time, increase the amount of the performance bond to reflect any increased risks to the County and the public and/or require the Franchisee to provide additional sureties to any and all bonds or to replace existing bonds with new bonds that satisfy the criteria in this Article; provided, however, that any such performance bonds or additional sureties shall not exceed five hundred thousand dollars ($500,000). The County shall provide the Franchisee written notice at least sixty (60) days in advance of any such increase in the performance bond resulting from this subsection.

13.7.8. In the event the Franchisee is unable to secure a performance bond as required under this Agreement, the Franchisee shall be able to provide either a letter of credit, cashier's check, or other security acceptable to the County.

13.8. *Letter of Credit*:

13.8.1. In addition to the performance bond, the Franchisee shall provide to the County a letter of credit in the amount of $50,000 (the "Letter of Credit"), in substantially the same form as that attached hereto as Exhibit G. The Letter of Credit shall be provided by a third party agent ("Third Party Agent") approved by the County. The Franchisee shall maintain such Letter of Credit at all times throughout the term of the Agreement and for a period of one year following the expiration or termination of the Agreement.

13.8.2. If the County notifies the Franchisee of any amounts due to the County pursuant to this Agreement or applicable law, and the Franchisee does not make such payment within thirty (30) days, the County may withdraw the amount in question, with any applicable interest and penalties, from the Letter of Credit by notice to the Franchisee and the Third Party Agent specifying the amount and purpose of such withdrawal. However, if within this thirty (30) day time frame, Franchisee gives written notice it disputes entitlement to payments from Franchisee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

13.8.3. If at the time of a withdrawal from the Letter of Credit by the County, the amount available with the Third Party Agent is insufficient to provide the total payment of the claim asserted in the County's notice of withdrawal, the balance of such claim shall not be discharged or waived, but the County may continue to assert the same as an obligation of the Franchisee to the County.

13.8.4. No later than thirty (30) days after mailing of notification to the Franchisee by certified mail, return receipt requested, of a withdrawal under the Letter of Credit, the Franchisee shall restore the amount of the Letter of Credit to $50,000.

13.8.5. In the event the Third Party Agent serves notice to the County that it elects not to renew the Letter of Credit, the County may withdraw the entire amount of the Letter of Credit unless the Franchisee provides a substitute Letter of Credit, in substantially the same form as that attached hereto as Exhibit G, from a Third Party Agent approved by the County, before the effective Letter of Credit expires.

13.9. *Liquidated Damages*:

13.9.1. Because the Franchisee's failure to comply with provisions of this Agreement will result in injury to the County, and because it will be difficult to estimate the extent of such injury, the County and the Franchisee agree to the liquidated damages provided for in this Section, with such liquidated damages representing both parties' best estimate of the damages resulting from the specified violations. Such damages shall not be a substitute for

actual performance by the Franchisee of a financial payment, but shall be in addition to any such actual performance. The failure of a Franchisee to hire sufficient staff or to properly train its staff shall not preclude the application of the provisions in this Section.

13.9.2. The Communications Administrator, or designee, shall have the authority to waive or reduce the liquidated damage amounts herein for good cause.

13.9.3. Cure periods listed below shall begin to run at the time the Franchisee is notified in writing of a violation by the County, unless otherwise specified below. Should the County elect to receive liquidated damages for any of the violations enumerated herein, such liquidated damages shall be the County's sole remedy for the violations occurring during the period of time to which the liquidated damages apply.

13.9.4. On an annual basis from the Effective Date, the Franchisee shall not be liable for liquidated damages that exceed fifty thousand ($50,000) (the "Liquidated Damages Cap"); provided, however, the Franchisee may pay any amount in excess of the Liquidated Damages Cap. The liquidated damages shall be assessed in the following manner:

13.9.4.1. For failure to substantially comply with requirements for PEG use of the Cable System pursuant to Sections 3.3, 6.1.1, 6.1.2, 6.1.4, 6.4, 6.5, 6.6, and 6.7.2: $1000 per day for each day compliance is delayed beyond a fourteen (14) day cure period, if the Franchisee has not undertaken substantial corrective action to cure the violation within that fourteen (14) day cure period;

13.9.4.2. For failure to provide complete and accurate information, reports, or filings lawfully required under this Agreement: $200 per day for each day that each such filing is delayed beyond a thirty (30) day cure period;

13.9.4.3. For each day during which the County determines that the Franchisee has violated customer service standards pursuant to Exhibit E, except for those standards set forth in subsections 13.9.4.4 and 13.9.4.5 below: $200 per violation, treating each failure to comply as a separate violation, following a seven (7) day cure period, except that such cure period does not apply to customer service standards that themselves provide a time to act or a specific cure period;

13.9.4.3.1. a separate violation under subsection 13.9.4.3 shall be deemed to occur whenever the County reasonably determines that a separate customer service standard violation has occurred on one day. Thus, for example, if the Franchisee fails to provide Cable Service to one subscriber for two days pursuant to Exhibit E, there would be two violations; if the Franchisee fails to keep an appointment pursuant to Exhibit E with one Subscriber on one day and on that same day, independent of the missed appointment, the Franchisee fails to disclose price terms to that same Subscriber, then there would be two violations. However, the Franchisee shall not be charged with multiple violations for a single act or event affecting a single Subscriber or for a single act or event affecting multiple Subscribers on the same day. For example, the failure of the Franchisee to send out its annual notice to multiple Subscribers would constitute a single violation.

13.9.4.4. For failure to issue an undisputed refund or credit pursuant to Exhibit E after being directed by the County to do so: $200 per violation, treating each failure to comply as a separate violation, following a seven (7) day cure period;

13.9.4.5. For failure to meet customer service standards with regard to telephone answering time, time to transfer a call to a customer service representative, or excessive busy signals: if such standards are not met according to the terms in which such standards are established in Exhibit E: $500 for each quarter in which such standards were not met if the failure was by less than 5%; $1,000 for each quarter in which such standards were not met if the failure was by 5% or more but less than 15%; and $2,000 for each quarter in which such standards were not met if the failure was by 15% or more;

13.9.4.6. For failure to render payment for Audit Fees pursuant to Section 13.1, or failure to pay capital grants or expenditures, or liquidated damages up to the Liquidated Damages Cap: $100 for each day each such payment is delayed, following a seven (7) day cure period;

13.9.4.7. For failure to file, obtain or maintain the required performance bond or other security instruments in a timely fashion: $200 per day, following a fourteen (14) day cure period; and

13.9.4.8. For violation of applicable technical standards established by the FCC or other lawful authority: $100 per day for each day the violation continues after a thirty (30) day cure period; and

13.9.4.9. For any other significant violations of this Agreement or the Communications Ordinance (if applicable): $50 per day for each violation for each day the violation is not remedied beyond a thirty (30) day cure period.

14. **MISCELLANEOUS PROVISIONS**

14.1. *Actions of Parties*: In any action by the County or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

14.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In that event, the parties shall negotiate in good faith to reconstitute this Agreement in a form that, to the maximum extent possible, is consistent with the parties' original intent and preserves the benefits bargained for by each party. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so

that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County.

14.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement, liquidated damage, or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such noncompliance or default in as expeditious a manner as possible.

14.5. *Notices:* Unless otherwise provided by applicable law or this Agreement, all notices or other written communications required to be given to the County under any provision of this Agreement or the Communications Ordinance shall be deemed served when regularly mailed, postage prepaid or delivered by hand in writing to the Communications Administrator. All notices or written communications required to be given to the Franchisee under any provision of this Agreement or the Communications Ordinance shall be deemed served when regularly mailed, postage prepaid or delivered by hand in writing to the Franchisee at the Franchisee's last known address, to the attention of its President, or to such other Persons or addresses as the Franchisee may subsequently specify by notice. Notices of material violations or other significant actions shall also be sent to the following address:

Randal Milch
Senior VP and Deputy General Counsel
1095 Avenue of Americas
New York, NY 92223

14.6. *Entire Agreement*: This Agreement embodies the entire understanding and agreement of the County and the Franchisee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the County and the Franchisee with respect to the subject matter hereof, including, without limitation, any and all written or oral statement or representations by any official, employee, agent, attorney, consultant, or independent contractor of the County or the Franchisee.

14.7. *Exhibits*: The exhibits to this Agreement (the "Exhibits"), attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this Agreement. The procedures for approval of any subsequent amendment or modification to said Exhibits shall be the same as those applicable to any amendment or modification hereof, except as specified in such Exhibit or elsewhere in this Agreement.

14.8. *Captions and Headings:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.9. *Severability*: If any section, subsection, sentence, paragraph, term, or provision of this Agreement shall, to any extent, be held to be illegal, invalid, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

14.10. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.11. *No Oral Modifications*: This Agreement shall not be modified except by written instrument executed by the Board and the Franchisee.

14.12. *Prohibition Against Discrimination*: The Franchisee shall adhere to the Equal Employment Opportunity regulations of the FCC and to all federal, state and local laws, and executive orders pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Franchisee.

14.13. *Connections to the Cable System; Use of Antennas*:

14.13.1. To the extent consistent with federal law, Subscribers shall have the right to attach devices to the Cable System to allow them to transmit signals or service to video cassette recorders, receivers and other terminal equipment, and to use their own remote control devices and converters, and other similar equipment, so long as such devices do not interfere with the operation of the Cable System, or the reception of any cable Subscriber, nor serve to circumvent the Franchisee's security procedures, nor for any purpose to obtain services illegally. The Franchisee shall provide information to consumers which will allow them to adjust such devices so that they may be used with the Cable System.

14.13.2. The Franchisee shall not, as a condition to providing Cable Service, require a Subscriber to remove any existing antenna or disconnect an antenna, or prohibit or discourage a Subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable law and technically able to shield the Cable System from any interference.

14.14. *Franchisee Bears Its Own Costs*: Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at its own expense.

14.15. *County Bears Its Own Costs*: Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at its own expense.

14.16. *Rights of Third Parties*: Nothing herein shall be construed to give any Person other than the Franchisee or the County a right to assert any claim or cause of action against the Franchisee or the County, its employees, elected or appointed officials, officers, commissions, commissioners, boards or agents, except as to parties enumerated in subsection 6.2.3.2.

14.17. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall the Board or the County require the Franchisee or its assignees to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System or any capacity used for Cable Service or otherwise, to the County or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 29 DAY OF September 2005.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date written above.

THE BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Chairman, Board of Supervisors

BY: _____
County Executive

VERIZON VIRGINIA INC., a Virginia Corporation

By: _____
Robert W. Woltz, Jr.
President

FORM APPROVED

_____
Attorney
Date 8/27/05

EXHIBITS

Exhibit A: Initial Service Area

Exhibit B: Extended Service Area

Exhibit C: Buildings Designated By The County to be Provided Cable Service

Exhibit D: PEG Channels

Exhibit E: Customer Service Standards

Exhibit F: Performance Bond

Exhibit G: Letter of Credit

Exhibit H: Acceptance of Franchisee by the Franchise

EXHIBIT A

INITIAL SERVICE AREA

The initial service area is shown in the attached map.

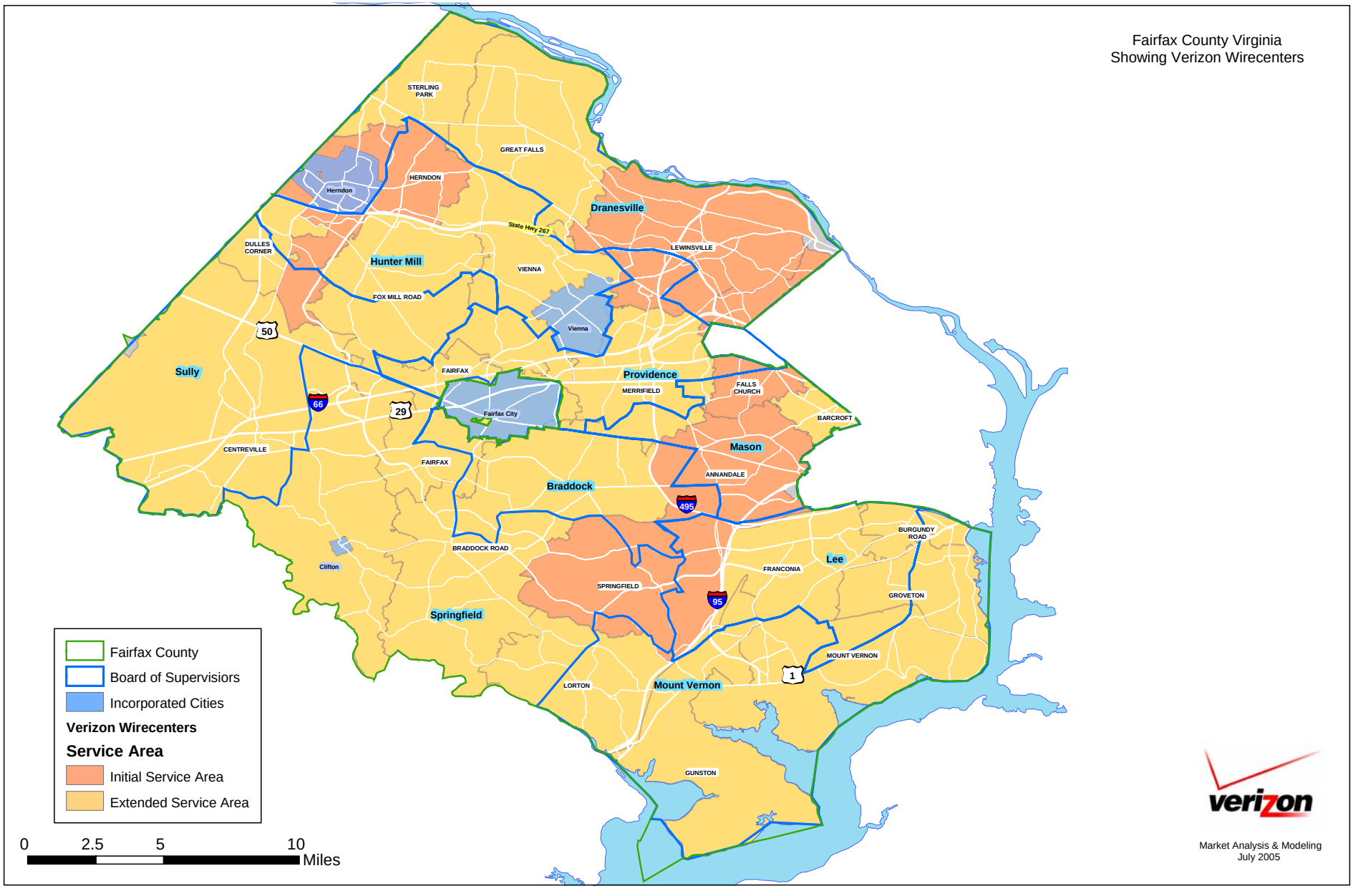
Fairfax County Virginia
Showing Verizon Wirecenters
STERLING PARK
GREAT FALLS
HERNDON
Herndon
Dranesville
State Hwy 267
LEWINSVILLE
DULLES CORNER
Hunter Mill
VIENNA
FOX MILL ROAD
Vienna
50
Sully
FAIRFAX
Providence
MERRIFIELD
FALLS CHURCH
66
29
Fairfax City
BARCROFT
CENTREVILLE
Mason
FAIRFAX
ANNANDALE
Braddock
495
BURGUNDY ROAD
BRADDOCK ROAD
Clifton
FRANCONIA
Lee
SPRINGFIELD
95
GROVETON
Springfield
MOUNT VERNON
1
LORTON
Mount Vernon
GUNSTON
Fairfax County
Board of Supervisiors
Incorporated Cities
Verizon Wirecenters
Service Area
Initial Service Area
Extended Service Area
0
2.5
5
10
Miles
verizon
Market Analysis & Modeling
July 2005

EXHIBIT B

EXTENDED SERVICE AREA

The extended service area is shown in the attached map.

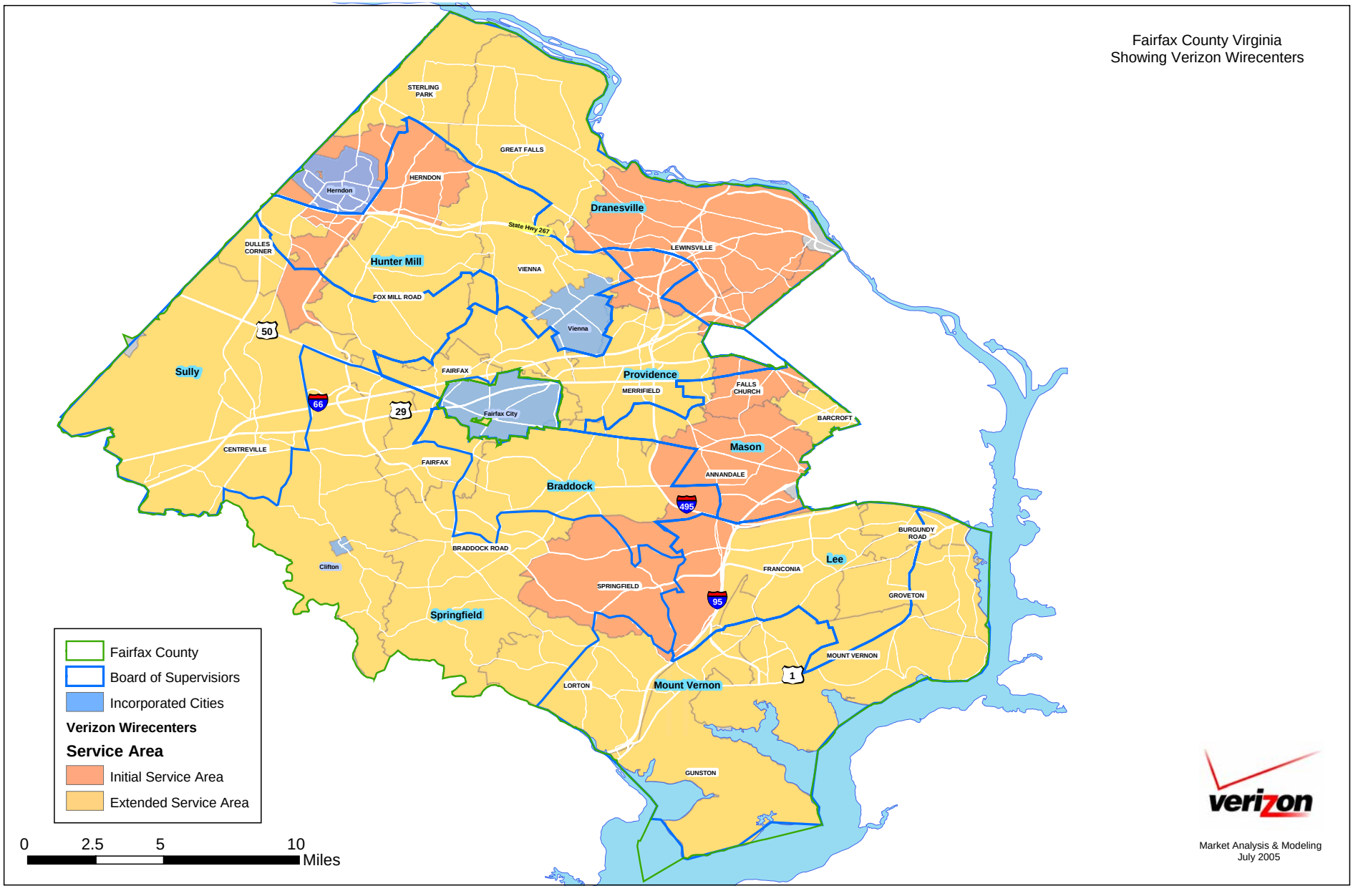
Fairfax County Virginia
Showing Verizon Wirecenters
STERLING PARK
GREAT FALLS
HERNDON
Herndon
Dranesville
State Hwy 267
LEWINSVILLE
DULLES CORNER
Hunter Mill
VIENNA
FOX MILL ROAD
Vienna
50
Sully
FAIRFAX
Providence
MERRIFIELD
FALLS CHURCH
66
29
Fairfax City
BARCROFT
CENTREVILLE
Mason
FAIRFAX
ANNANDALE
Braddock
495
BURGUNDY ROAD
BRADDOCK ROAD
Clifton
FRANCONIA
Lee
SPRINGFIELD
95
GROVETON
Springfield
MOUNT VERNON
1
LORTON
Mount Vernon
GUNSTON
Fairfax County
Board of Supervisiors
Incorporated Cities
Verizon Wirecenters
Service Area
Initial Service Area
Extended Service Area
0
2.5
5
10
Miles
verizon
Market Analysis & Modeling
July 2005

EXHIBIT C

BUILDINGS DESIGNATED BY THE COUNTY TO BE PROVIDED CABLE SERVICE

[See Attached]

List of County and Fairfax County Public School Sites		
Site Name	Street #	Street
Mount Vernon District	2511	Parkers Lane
BOS - Lee District - Franconia GC	6121	Franconia Road
Judicial Center/Jennings	4110	Chain Bridge Road
Little River Glen Senior Center	4001	Barker Court
Lewinsville Center Senior Center	1609	Great Falls Street
Community Center - David R. Pinn Community Center	10225	Zion Drive
Community Center - Mott (Braddock)	12111	Braddock Road
Senior Center - Hollin Hall	1500	Shenandoah Road
Huntington Community Center	5751	Liberty Drive
Bailey's Senior Center	5920	Summers Lane
Willston Multicultural Center	6131	Willston Drive
Herndon Neighborhood Resource Center	1086	Elden Street
Braddock Road Group Home	10055	Braddock Road
Alcohal & Drug Services - Youth Services	107	Park Place
Crisis Center/Leland House (Rockhill)	13525	Leland Road
Beacon Hill Group Home	2605	Beacon Hill Road
Fairfax House	3300	Woodburn Road
Recovery Woman's Center	10388	Democracy Lane
Sunrise House II - Long Term	3219	West Ox Road
Crossroads	6901	South Van Dorn Street
Fairfax Mental Health/CSB-ADS	3900	Jermantown Road
CSB - Sunrise Program (Short Term)	3221	West Ox Road
ADS Fairfax Outpatient	10390	Democracy Lane
New Generation	8422	Electric Avenue
New Beginnings	4213	Walney Road
HIDTA - (Recovery House)	2809	Mary Street
Patrick St. Group Home	2504	Patrick Street
Chantilly Office - Mental Health Center	14150	Parkeast Circle
Gregory Road Crisis Care Home	8247	Gregory Road
Woodburn Center	3340	Woodburn Road
My Friends Place - Calico Corner	3504	Beverly Drive
Mount Vernon Mental Health	8119	Holland Road
Springfield Outpatient	8348	Traford Lane
IFC - Minerva Fisher	8207	Wolftrap Road
Animal Control	4500	West Ox Road
Glasgow Middle School	4101	Fairfax Parkway
HSIT, Gum Springs	8100	Fordson Road
Division of Property & Maintenance	4500	University Drive
Housing & Community Development	3700	Pender Drive
911 Center - Police EOC (Secondary)	3911	Woodburn Road
911 Center - Police EOC (Primary)	3911	Woodburn Road
Network Services - Radio Repair Shop	3613	Jermantown Road
DPWES I-66 Landfill	4618	West Ox Road
Blair Building/ Storm Water Maint.	10635	West Drive
Solid Waste Division	6901	Allen Park Road
Wastewater Collection Division/Line Maintenance	6000	Fred's Oak Road
Facilities Management Division	4001	Burke Station Road
DPW Landfill - I-95	9850	Furnace Road

Norman M Cole, Jr Polution Control Plant	9399	Richmond Highway
DVS, Alban Facility	7245	Fullerton Road
DVS, Newington Facility	6900	Newington Road
DVS, Jermantown Facility	3609	Jermantown Road
Economic Development Authority	8300	Boone Boulevard
Fire & Rescue #21 - Fair Oaks	12300	Lee Jackson Highway
Fire & Rescue #22 - Springfield	7011	Backlick Road
Fire & Rescue #43 - Wolf Trap	1301	Beulah Road 19-3001 - 20
Fire & Rescue #38 - West Centerville	6001	O'Day Drive
Fire & Rescue #17 - Centreville	5856	Old Centreville Road
Fire & Rescue #23 - Annandale	8914	Little River Turnpike
Fire & Rescue #09 - Mount Vernon	2601	Sherwood Hall Lane
Fire & Rescue #15 - Chantilly	14005	Vernon Street
Fire & Rescue #11 - Penn Daw	6624	Hulvey Terrace
Fire & Rescue #40 - Fairfax Center	4621	Legato Road
Fire & Rescue #14 - Burke	9501	Burke Lake Road
Fire & Rescue #32 - Fairview	5600	Burke Center Pky
Fire & Rescue #02 - Vienna	400	Center Street
Fire & Rescue #34 - Oakton	10511	Rosehaven Street
Fire & Rescue #12 - Great Falls	9916	Georgetown Pike
Fire & Rescue #36 - Frying Pan	2660	West Ox Road
Fire & Rescue #29 - Tysons Corner	1560	Spring Hill Road
Fire & Rescue #35 - Pohick	7801	Maritime Ln
Fire & Rescue #18 - Jefferson	3101	Hodge Place
Fire & Rescue #08 - Annandale	7128	Columbia Pike
Fire & Rescue #04 - Herndon	680	Spring Street
Fire & Rescue #20 - Gunston	10417	Gunston Road
Fire & Rescue #26 - Edsal Road	5316	Carolina Place
Fire & Rescue #19 - Lorton	7701	Armistead Road
Fire & Rescue #16 - Clifton	12645	Chapel Road
Fire & Rescue #30 - BOS - Providence District	8739	Lee Highway
Fire & Rescue #01 - McLean	1455	Laughlin Ave
Fire & Rescue #28 - 7 Corners	2949	Sleepy Hollow Road
Fire & Rescue #10 - Bailey's X-Roads	3601	Firehouse Lane
Fire Training Acadamy	4600	West Ox Road
Fire & Rescue #05 - Franconia	6300	Beulah Street
Fire & Rescue #37 - Kingstowne	7936	Telegraph Road
Fire & Rescue #24 - Woodlawn	8701	Lukens Lane
Fire & Rescue #31 - Fox Mill	2610	Reston Parkway
Fire & Rescue #27 - BOS W. Springfield	6140	Rolling Road
Fire & Rescue #13 - Dunn Loring	2148	Gallows Road
Area 3 Maintenance Shop	6901	South Kings Highway
Colvin Run Mill Historic Site	10017	Colvin Run Road
Flatlick Shop	4501	Brookfield Corporate Drive
Ellanor C. Lawrence/Walney Visitors Center	5040	Walney Road
Riverbend Nature Center Visitor Center	8700	Potomac Hills St
George Washington Rec Center	8426	Old Mount Vernon
Lee District Rec Center	6601	Telegraph Road
Huntley Meadows Park	3701	Lockheed Boulevard
Greendale Golf Course	6700	Telegraph Road
Green Springs Gardens HORT Center	4603	Green Spring Road
Lake Accotink Park Marina	7500	Accotink Park Road

Clark House	6332	Barcroft Mews Drive
Mount Vernon Rec Center	2017	Belleview Boulevard
Sully Historic Site	3601	Sully Road
Spring Hill Rec Ctr	1239	Spring Hill Road
Frying Pan Park Elmore Barn	2739	West Ox Road
Oak Marr Golf Course Club House	3136	Jermantown Road
Oak Marr Rec Center	3200	Jermantown Road
Facility Maintenance	4030	Hummer Road
Area 4 Maintenance Shop	10401	Burke Lake Road
Frying Pan Park Activity/Equestrian Center	2709	West Ox Road
Burke Lake Park - Administration/ Park Office	7315	Ox Road
James Lee Center	2855	Annandale Road
Jefferson District Golf Course	7900	Lee Highway
Providence Rec Center	7525	Marc Drive
Hidden Pond Nature Center	8511	Greeley Boulevard
Cub Run Rec Center	4630	Stonecroft Blvd
Twin Lakes Golf Course	6100	Clifton Road
Pinecrest Golf Course	6600	Little River Turnpike
Wakefield Turf Shop	8100	Braddock Road
Hunter House - Nottoway Park	9601	Courthouse Road
Hidden Oaks Nature Center	7701	Royce Street
Lewinsville Park	1659	Chain Bridge Road
FCPA - Wakefield Rec Ctr	8100	Braddock Road
Area 1 Maintenance Shop (Olney Park)	1929	Pimmit Drive
Lake Accotink Park Main Office	7500	Accotink Park Rd
Burke Lake Golf Course	7315	Ox Road
South Run Rec Center	7550	Reservation Dr
Firearms Range	3721	Stonecroft Boulevard
BOS - Division II - Mason District Station	6507	Columbia Pike
Police Administration Headquarters (Old Police Ann	10600	Page Avenue
Police (Criminal Justice) Academy	14601	Lee Road
Sully Gov't Center - Police Station & Supv Frey	4900	Stonecroft Boulevard
Police-Heliport	4604	West Ox Road
Police Firing Range\Driving Track	3725	Stonecroft Boulevard
Finance bldg Old Plice Annex	4080	Chain Bridge Road
Kings Park Community	9000	Burke Lake Road
George Mason Regional	7001	Little River Turnpike
Tysons-Pimmit Regional	7584	Leesburg Pike
Martha Washington Community	6614	Fort Hunt Road
Lorton Community	9520	Richmond Highway
Patrick Henry Community	101	Maple Avenue East
Herndon Fortnightly Community	768	Center St
Sherwood Hall Regional	2501	Sherwood Hall Lane
Pohick Regional	6450	Sydenstricker Road
Centreville Regional	14200	Saint Germaine Drive
Fairfax City Regional	3915	Chain Bridge Road
Woodrow Wilson Community	6101	Knollwood Drive
Chantilly Regional	4000	Stringfellow Road
Kingstowne Community	6500	Landsdowne Center
Thomas Jefferson Community	7415	Arlington Boulevard
Dolley Madison Community	1244	Oak Ridge Avenue
Richard Byrd Community	7250	Commerce Street

Great Falls Library	9830	Georgetown Pike
John Marshall Community	6209	Rose Hill Drive
Brown Building	9735	Main Street
Willow Springs Elementary	5400	Willow Springs
Waples Mill Elementary	11509	Waples Mill Road
A. Scott Crossfield Elementary	2791	Foxmill Road
Lees Corner Elementary	13500	Hollinger Avenue
Hunt Valley Elementary	7107	Sydenstricker Road
Keene Mill Elementary	6310	Bardu Avenue
Bren Mar Park Elementary	6344	Beryl Road
Haycock Elementary	6616	Haycock Road
Greenbriar West Elementary	13300	Poplar Tree Road
Great Falls Elementary	701	Walker Road
Olde Creek Elementary	9524	Old Creek Drive
Poplar Tree Elementary	13440	Melville Lane
Anthony Lane Elementary	7137	Beulah Street
Belle Willard Leased Space (University Drive Center)	3930	University Drive
Floris Elementary	2708	Centreville Road
Eleven Oaks Administrative Offices	10515	School Street
Westmore Elementary	11000	Berry Street
Oakton Elementary	3000	Chain Bridge Road
Providence Elementary (Formerly Jermantown)	3616	Jermantown Road
Westbriar Elementary	1741	Pine Valley Drive
Fairfax Villa Elementary	10900	Santa Clara Drive
Forestdale Elementary	6530	Elder Avenue
Centreville Elementary	14330	Green Trails Boulevard
Waynewood Elementary	1205	Waynewood Boulevard
Bryant Alternative High	2709	Popkins Lane
Woodley Hills Elementary	8718	Old Mount Verndon
South County High School (New)/Pohic Secondary	8307-A	Silverbrook Road
William Halley Elementary	8850	Cross Chase Circle
Providence Hill (Formerly Democracy Sq)	10301	Democracy Lane
Woodson High	9525	Main Street
Sideburn Support Center - Administrative	5025	Sideburn Road
Edsall Park, Office of Personnel Services	6815	Edsal Road
Mount Eagle Elementary	6116	North Kings Highway
Bush Hill Elementary	5927	Westchester Street
Edison High	5801	Franconia Road
Kings Park Elementary	5400	Harrow Way
Centre Ridge Elementary	14400	New Braddock Road
Hutchinson Elementary	13209	Parcher Avenue
Greenbriar East Elementary	13006	Point Pleasant
Liberty Middle (New - Open Sept -02)	6801	Union Mill Road
Pine Spring Elementary	7607	Willow Lane
Cardinal Forest Elementary	8600	Forrester Boulevard
Woodlawn Elementary	8505	Highland Lane
Stratford Landing Elementary	8484	Riverside Road
Riverside Elementary	8410	Old Mt. Vernon Road
Island Creek Elementary (Under Const)	7855	Morning View Lane
Colvin Run Elementary	1400	Trap Road
Spring Hill Elementary	8201	Lewinsville Road
Powell Elementary	13320	Leland Road

Saratoga Elementary	8111	Northumberland Road
Kilmer Middle	8100	Wolftrap Road
Camelot Elementary	8100	Guinevere Road
Newington Forest Elementary	8001	Newington Forest
Churchill Road Elementary	7100	Churchhill Road
Hayfield Elementary	7633	Telegraph Road
Brookfield Elementary	4200	Lees Corner Road
Annandale Terrace Elementary	7604	Herald Street
North Springfield Elementary	7602	Heming Court
Shrevewood Elementary	7525	Shreve Road
Westgate Elementary	7500	Magarity Road
Franklin Sherman Elementary	6630	Brawner Street
Belvedere Elementary	6540	Columbia Pike
Weyanoke Elementary	6520	Braddock Road
Springfield Estates Elementary	6200	Charles C. Goff Drive
Bailey's Elementary School for the Arts & Sciences	6111	Knollwood Drive
London Towne Elementary	6100	Stone Road
Terre Centre Elementary	6000	Burke Center Road
Lynbrook Elementary	5801	Backlick Road
Sangster Elementary	7420	Reservation Drive
Braddock Elementary	7825	Heritage Drive
Wolftrap Elementary	1903	Beulah Road
Navy Elementary	3500	West Ox Road
Marshall Road Elementary	730	Marshall Road SW
Lemon Road Elementary	7230	Idylwood Road
Garfield Elementary	7101	Old Keene Mill
Bull Run Elementary	15301	Lee Highway
Bucknell Elementary	6925	University Drive
Clermont Elementary	5720	Clermont Drive
Dranesville Elementary	1515	Powells Tavern Place
Virginia Run Elementary	15450	Martins Hundred Drive
West Springfield Elementary	6802	Deland Drive
Kent Gardens Elementary	1717	Melbourne Drive
Columbia Elementary	6720	Alpine Drive
Rolling Valley Elementary	6703	Barnack Drive
Lorton Station Elementary (Under Const)	9298	Lewis Chapel Road
Mantua Elementary	9107	Horner Court
Union Mill Elementary	13611	Springstone Drive
Ravensworth Elementary	5411	Nutting Drive
Kings Glen Elementary	5401	Danbury Forest
Cunningham Park Elementary	1001	Park Street
Fort Hunt Elementary	8832	Linton Lane
Belle View Elementary	6701	Fort Hunt Road
Daniels Run Elementary	3705	Old Lee Highway
Langley High	6520	Georgetown Pike
Flint Hill Elementary	2444	Flint Hill Road
Freedom Hill Elementary	1945	Lord Fairfax Road
Silverbrook Elementary	9350	Crosspointe Drive
Mosby Woods Elementary	9819	Five Oaks Road
Marshall High	7731	Leesburg Pike
Bonnie Brae Elementary	5420	Sideburn Road
Washington Mill Elementary	9100	Cherry Tree Drive

Nancy F. Sprague Technology Center (PEG)	4414	Holborn Avenue
Oak Hill Elementary	3210	Kinross Circle
Louise Archer Elementary	324	Nutley Street
Groveton Elementary	6900	Harrison Lane
Franconia Elementary	6043	Franconia Road
Forestville Elementary	1085	Utterback Store Road
Cub Run Elementary	5301	Sully Station Drive
Clifton Elementary	7010	Clifton Road
Clearview Elementary	12635	Builders Road
Cherry Run Elementary	9732	Ironmaster Drive
Belle Willard Administration Center	10310	Layton Hall Drive
Cedar Lane Elementary Center	101	Cedar Lane SW
McLean High	1633	Davidson Road
Walnut Hill Center	7423	Camp Alger Avenue
Rachel Carson Middle	13618	McLearen Road
Herndon Elementary	630	Dranesville Road
Rose Hill Elementary	6301	Rose Hill Drive
Pimmit Hills Alternative High	7510	Lisle Avenue
The Enterprise School	1629	Beulah Road
Hollin Meadows Elementary	2310	Nordok Place
Burkholder Center	10700	Page Avenue
Mountain View	5775	Spindle Court
Mount Vernon Woods Elementary	4015	Fielding Street
Hybla Valley Elementary	3415	Lockheed Boulevard
Cameron Elementary	3434	Campbell Drive
Area 3 - Transportation - Dunn Loring Center	2334	Gallows Road
Lorton Center - OTS	8101	Lorton Road
Quander Road Center	6400	Quander Road
Stone Middle	5500	Sully Park Drive
Robinson Secondary	5035	Sideburn Road
Lake Braddock Secondary	9200	Burke Lake Road
Hayfield Secondary	7630	Telegraph Road
West Potomac High	6500	Quander Road
Oakton High	2900	Sutton Road
Mount Vernon High	8515	Old Mount Vernon Road
Madison High	2500	James Madison Drive
Lee High	6540	Franconia Road
Herndon High	700	Bennett Street
Fairfax High	3500	Old Lee Highway
Chantilly High	4201	Stringfellow Road
Centreville High	6001	Union Mill Road
Vienna Elementary	128	Center Street
Thoreau Middle	2505	Cedar Lane
White Oaks Elementary	6130	Shiplett Boulevard
Carl Sandburg Middle	8428	Fort Hunt Road
Rocky Run Middle	4400	Stringfellow Road
Poe Middle	7000	Cindy Lane
Longfellow Middle	2000	Westmoreland Street
Lanier Middle	3710	Bevan Drive
Key Middle School	6402	Franconia Road
Luther Jackson Middle	3020	Gallows Road
Irving Middle	8100	Old Keene Mill Road

Frost Middle	4101	Pickett Road
Franklin Middle	3300	Lees Corner Road
Cooper Middle	977	Balls Hill Road
Deer Park Elementary	15109	Carlbern Drive
Twain Middle	4700	Franconia Road
Fairview Elementary	5815	Ox Road
Parklawn Elementary	4116	Braddock Road
Wilton Woods Administrative Center	3701	Franconia Road
Holmes Middle	6525	Montrose Street
Johnie Fort Support Center	6800	Industrial Road
McNair Elementary	2499	Thomas Jefferson Drive
Virginia Hills Center	6520	Diana Lane
Glen Forest Elementary	5829	Glen Forest Road
Lacey Head Start Center	3705	Crest Drive
Little Run Elementary SACC	4511	Olley Lane
Braddock Crossing/SoJorner House	5120	First Street
Falls Church High	7521	Jaguar Trail
Stenwood Elementary	2620	Gallows Road
Orange Hunt Elementary	6820	Sydenstricker Road
Fairhill Elementary	3001	Chichester Lane
Thomas Jefferson High (Science & Technology)	6560	Braddock Road
Fox Mill Elementary	2601	Viking Drive
Herndon Middle	901	Locust Street
Energy Management	9517	Main Street
Kilmer Center/school	8102	Wolftrap Road
West Springfield High	6100	Rolling Road
Whitman Middle	2500	Parkers Lane
School Food Service	9515	Main Street
Crestwood Elementary	6010	Hanover Avenue
Fort Belvoir Elementary	5970	Meers Road
Oak View Elementary	5004	Sideburn Road
Laurel Ridge Elementary	10110	Commonwealth Boulevard
Annandale High	4700	Medford Drive
Girls Probation House (Inet-2)	12720	Lee Highway
Timber Lane Elementary	2737	West Street
Gunston Elementary	10100	Gunston Road
Westlawn Elementary	3200	Westley Road
Westfield High	4700	Stonecroft Boulevard
Sleepy Hollow Elementary	3333	Sleepy Hollow Road
Beech Tree Elementary	3401	Beech Tree Lane
Office of Food Services, Springfield Industrial	6840	Industrial Road
Graham Road Elementary	3036	Graham Road
Stuart High	3301	Peace Valley Lane
Canterbury Woods Elementary	4910	Willet Drive
Devonshire - School	2831	Graham Road
Woodburn Elementary	3401	Hemlock Drive
Wakefield Forest Elementary	4011	Iva Lane
Chesterbrook Elementary	1753	Kirby Road
FCWA Maintenance Facility	8001	Cinderbed Road
Griffith Treatment Plant	9600	Ox Road
Water Authority	8560	Arlington Boulevard
FCWA Maintenance Facility	4400	Henninger Court

Corbalis Treatment Plant	12010	Dick Wright St.
Fairfax County Warehouse	6800	Industrial Road
HSIT, Lincolnia Ctr	4710	North Chambliss Street
Joseph Willard Health Center	3750	Old Lee Highway
Kelly Square - Dept of Health	10777	Main Street
Annandale Senior Center	7200	Columbia Pike
Health Department/SPRINGFIELD	8136	Old Keene Mill Rd
South County Building	8350	Richmond Highway
Teen and Senior Center - Sully	5690	Sully Road
Childrens Center of VA	8415	Arlington Blvd
Juvenile Detention Center	10650	Page Avenue
Center County Services	10426	Main Street
Boys Probation House	4410	Shirley Gate Road
Less Secure Shelter Home	10650	Page Avenue
Juvenile & Domestic Court	4000	Chain Bridge Road
New Government Center	12000	Government Center Parkway
Office of Sheriff - Field Office	10604	Judicial Drive
Sheriff Administrative Services Division	10459	Main Street
Adult Detention Center	10520	Judical Drive
Family Services	6245	Leesburg Pike
Retirement Agency	10680	Main Street
DVS, West Ox Facility	4620	West Ox Road
Massey Building	4100	Chain Bridge Road
Herrity Building	12055	Government Center Parkway
Government Center - McLean	1437	Balls Hill Road
City Square Building	10640	Page Avenue
Pennino Building	12011	Government Center Parkway
Teen Center - Old Firehouse	1440	Chain Bridge Road
McLean Community Center	1234	Ingleside Avenue
VDOT - HQ/Permits	14685	Avion Parkway
Dogwood Elementary	12300	Glade Dr.
Hunters Woods Elementary	2401	Colts Neck Rd
Sunrise Valley Elementary	10824	Cross School Rd
Terraset Elementary	11411	Ridge Heights Rd
Hughes Middle	11401	Ridge Heights Rd
South Lakes High	11400	South Lakes Dr
Armstrong Elementary	11900	Lake Newsport Rd
Falls Bridge School	1850	Cameron Glen Dr
Forest Edge Elementary	1501	Becontree Ln
Lake Anne Elementary	11510	North Shore Dr
Aldrin Elementary	11375	Center Harbor Rd
North County Health CTR	1850	Cameron Glen Dr
North County Government Center	12000	Bowman Towne Dr
Fire Department #39	1117	Reston Ave
Fire Department #25	1820	Wiehle Ave
Lake Fairfax Park	1400	Lake Fairfax Dr
Embry-Rucker Shelter	11975	Bowman Towne Dr
Reston Reg. Library	11925	Bowman Towne Dr
Lake Anne Human Service- Rgn 3	11484	Washington Plaza West
HCD- Stonegate	2244	Stone Wheel Dr
Reston Community Center	2310	Colts Neck Rd
Area 6 Maintenance Shop	1410	Hunter Mill Rd

Reston Community Center	1609A	Washington Plaza
Reston Teen Center	12196	Wiehle Ave
Annandale Infant Day Care	4175	Daniels Avenue
Baileys Homeless Shelter	3525	Moncure Avenue
Burgundy Community Center	5516	Norton Road
County Bungalow	10530	Page Avenue
Eleanor Kennedy Shelter	9155	Richmond Highway
Huntington Feeder Bus Facility	8101	Cindrbed Road
Lorton Community Action	9518	Richmond Highway
Newbrook Drive CSB	14170	Newbrook Drive
Old Navy Vale Fire Station		Bennett Road
Patrick Henry Shelter		Holly Brooke II Condo
Police Mobil Equipment Support	8840	Rivercomb Court
Seven Corner Day Care	6129	Willston Drive
Whitman School and Annexe	8333	Richmond Highway

	Future County Sites	
Site Name	Street #	Street
Fire & Rescue # 40 - Fairfax Center		Legato & Lee Highway
Fire & Rescue # 41 - Crosspointe		Hampton road & Ox Road
Fire & Rescue # 42 - Wolf Trap		Beulah Road & Leesburg Pike
Oakton Community Library		Hunter Mill & Oakton Road
Burke Center Community Library	5935	Freds Oak Road
Katherine K Hanley Family Shelter		Lee Highway, Centerville
Public Safety and Transportation OC		West Ox Road
Camp 30		West Ox Road
West Ox Bus Operation Center		West Ox Road
Forensic Facility		West Ox Road Complex
Prepared on 7-13-2005		

EXHIBIT D

PEG CHANNELS

Franchisee shall provide the following PEG Channels to the County on the following Channels:

- Public access: 4 on Channels 10, 30, 37, and __ (reserve)
- Fairfax County Public Schools: 3 on Channels 11, 21, and 25
- George Mason University: 1 on Channel 18
- Northern Virginia Community College: 1 on Channel 19
- University of Virginia and/or Virginia Polytechnic Institute: 1 on Channel __ (reserve)
- Shared channel for institutions of higher education: 1 on Channel __ (reserve)
- County Governmental Access Channels: 3 on Channels 16, 44, and __ (reserve)
- Reston Community Channel: 1 Channel on 28
- Reserved for educational and/or governmental access use as allocated by the County (the "Reserved PEG Channels"): 3

EXHIBIT E

CUSTOMER SERVICE STANDARDS

This Section sets forth the minimum customer service standards that the Franchisee must satisfy. In addition, and subject to the provisions of this Agreement, the Franchisee shall at all times satisfy any additional requirements established by applicable federal and state or regulation, as the same may be amended from time to time, including, without limitation, consumer protection laws.

I. DEFINITIONS

The County and the Franchisee agree that the following definitions shall govern the County's enforcement of and the Franchisee's obligations under the customer service standard requirements under this Exhibit E:

- *As Soon As Possible*: As used in 47 C.F.R. § 76.1603(b), means no sooner than thirty (30) days in advance of such change.

- *Customer Service Center*: As used in 47 C.F.R. § 76.309(c)(1)(v), means that the Franchisee must provide for the pick up or drop off of equipment in one of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence, (ii) by using a pre-paid mailer, or (iii) by establishing a local business office in the County.

- *Customer Service Representative*: As used in 47 C.F.R. § 76.309(c)(1)(ii), means a live representative, an Automated Response Unit ("ARU"), or a Voice Response Unit ("VRU"). If an ARU or VRU is used, then the Franchisee must make every effort to assure that the device provides customer service similar to that provided by a qualified live representative.

- *Next Billing Cycle*: As used in 47 C.F.R. § 76.309(c)(3)(i)-(ii) and in this Agreement, means the Subscriber's next available billing cycle.

- *Resolution of the Request*: As used in 47 C.F.R. § 76.309(c)(3)(i)(A), means the Subscriber's Next Billing Cycle following determination by the Franchisee of the Subscriber's right to a refund.

- *Respond* (or *Begin Working On* as used in 47 C.F.R § 76.309(c)(2)(ii)): Franchisee's investigation of a Service Interruption by receiving a Subscriber call and placing the Subscribers service repair request into the Franchisee's automated repair response system and, if required, taking action.

- *Return of the Equipment*: As used in 47 C.F.R. § 76.309(c)(3)(i)(B), a Subscriber's equipment is considered returned when the Franchisee has accepted the condition of the

equipment and billed for any outstanding charges, all of which shall be completed no later than the Subscriber's Next Billing Cycle.

- *Standard Installation*: Installations where the customer's premises are within two hundred (200) feet of the serving terminal, or the edge of the property, whichever is less, and where an ONT is already present.

- *System Malfunctions*: Service impacting event originating at the Franchisee's video hub offices or super-headend or a major fiber cut that would require the report of an unplanned outage in subsection 9.11.2.

II. CUSTOMER SERVICE STANDARDS

A. The Franchisee shall comply with the customer service standards set forth in 47 C.F.R. §§ 76.309(c), 76.1602, 76.1603, and 76.1619, as such standards may be amended from time to time.

B. Measurement of the standard in 47 C.F.R. § 76.309(c)(1)(ii) may include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

C. In addition, no increase in rates or charges shall be implemented unless each Subscriber subject to the increase in rates and charges has been notified of the change at least sixty (60) days in advance of the change. In lieu of a Franchisee providing sixty (60) days written or electronic notice to each Subscriber subject to the increase, notification may be cablecast to Subscribers by a Franchisee in a manner approved by the Communications Administrator, but in the event a cablecast notice is provided to Subscribers, a Franchisee also shall give each Subscriber subject to the increase written notice of the increase no less than thirty (30) days before the increase is implemented. In addition, the Franchisee shall provide oral or written notification of any pending increases to rates and charges to any Person who requests Cable Service or becomes a Subscriber after any approval of increases to rates and charges but before the rate increase becomes effective.

D. The Franchisee shall employ an operator or maintain a telephone answering device twenty-four hours per day, each day of the year, to receive Subscriber complaints and answer inquiries during Normal Business Hours.

E. There shall be a location within the Franchise Area that shall be open and accessible to the public to make payments and to pick up or drop off equipment. In order to allow the Franchisee to efficiently pick up equipment and for Subscribers to easily drop off the Franchisee's equipment, the Franchisee may satisfy the foregoing pick up and drop off requirement by having a Franchisee representative going to the Subscriber's residence, by using a pre-paid mailer, or by establishing a local business office in the County.

F. The Franchisee shall establish maintenance service capable of promptly locating and correcting System Malfunctions.

G. The Franchisee shall maintain a publicly-listed, local toll-free telephone number that shall be available to Subscribers to request service calls, twenty-four hours per day, each day of the year. Under Normal operating conditions, the Franchisee shall Respond not later than the next business day after a service call is received, and corrective action shall be completed as promptly as practicable. Appropriate records shall be made of service calls, showing when and what corrective action was completed.

H. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent.

I. In the event that Franchisee fails to provide service to Subscribers for more than twenty-four hours, the Franchisee shall provide the affected Subscribers with a pro rata credit or rebate of the Subscriber's fees paid or payable, upon request by a Subscriber.

J. The Franchisee shall maintain a public file containing all notices provided to Subscribers under these customer service standards. The notices shall be placed promptly in the public file and maintained for at least one year from the date of the notice.

K. The Franchisee shall establish a clear procedure for resolving complaints filed by Subscribers. Complaints may be made orally or in writing, at the complainant's option.

L. The Franchisee shall provide an initial response to a complaint within five (5) days of its receipt and a final response within thirty (30) days after a written complaint is received. At the time of installation, upon request, and annually, the Franchisee shall provide all Subscribers the Communications Administrator's contact information.

M. The customer service standards set forth herein shall be in addition to the rights and remedies provided by the Virginia Consumer Protection Act of 1977, as amended.

N. The Franchisee shall, when practicable, schedule and conduct maintenance on the Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of the Cable System. The Franchisee shall provide reasonable prior notice to Subscribers and the County before interrupting service for planned maintenance or construction, except where such interruption is expected to be two hours or less in duration. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

EXHIBIT F

"Draft Sample- Definite Term" Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: *That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars ($_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.*

WHEREAS, the Principal and Obligee have entered into a Franchise Agreement dated_____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This bond is for the annual term beginning _____ and ending _____ , and may be extended for additional annual terms at the sole option of the surety.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Bond No. _____

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2005.

Principal **Surety**

By: _____ By: _____

, Attorney-in-Fact

Accepted by Obligee: _____

(Signature & date above - Print Name, Title below)

EXHIBIT G

LETTER OF CREDIT

JPMorgan
JPMorgan Chase Bank
Global Trade Services

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date:
L/C No.:
Amount: USD $50,000 (Fifty Thousand Dollars and 00/100 United States Dollars)

Beneficiary:
County of Fairfax
c/o Board of Supervisors
Attn: Communications Administrator
Department of Cable Communications and Consumer Protection
12000 Government Center Parkway, Suite 433
Fairfax, Virginia 22035-5503

Applicant:
Verizon Global Funding Inc
d/b/a (Verizon Virginia Inc.)
1095 Avenue of the Americas
Room 3000
New York, NY 10036

TO:
County of Fairfax

We hereby establish this irrevocable standby Letter of Credit No. _____ in your favor, for an aggregate amount not to exceed the amount indicated above, expiring at JPMorgan Treasury Services, Tampa, Florida, at our close of business on _____.

This Letter of Credit is available with JPMorgan Chase Bank against presentation of your draft at sight drawn on JPMorgan Chase Bank when accompanied by the documents indicated herein.

Beneficiary's dated statement purportedly signed by the Communications Administrator or the Director of the Department of Finance reading as follows:

"The amount of this drawing USD $_____, under JPMorgan Chase Bank Letter of Credit No. _____ represents funds due us as Verizon Virginia, Inc. has failed to perform its duties pursuant to the Cable Franchise Agreement By and Between Fairfax County, Virginia, and Verizon Virginia, Inc., dated _____, 2005."

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional one year periods from the present or each future expiration date, unless at least 30 days prior to such date, we send you notice in writing by registered mail return receipt requested or hand delivery at the above address that we elect not to renew this Letter of Credit for such additional period.

Upon such notice to you, you may draw drafts on us at sight for an amount not to exceed the balance remaining in this Letter of Credit within the then applicable expiry date, accompanied by your dated statement purportedly signed by the Communications Administrator or the Director of the Department of Finance reading as follows:

"The amount of this drawing USD $_____ under JPMorgan Chase Bank Letter of Credit number _____ represents funds due us as we have received notice from JPMorgan Chase Bank of their decision not to extend Letter of Credit Number _____ for an additional year."

All correspondence and any drawings hereunder are to be directed to JPMorgan Treasury Services, Standby Letter of Credit Dept., 4th Fl., 10420 Highland Manor Drive, Tampa, Florida 33610. Customer Inquiry Number is 1-866-632-5101 and choose option No. 3.

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored.

This Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

This Letter of Credit shall be governed by, and construed in accordance with, the laws of Virginia without regard to principles of conflict of laws.

_____

Authorized Signature (Bank)

EXHIBIT H

ACCEPTANCE OF FRANCHISE BY THE FRANCHISEE

The Franchisee hereby accepts the franchise to erect, construct, maintain, and operate the Cable System offered by Ordinance No. 36-05-H of the County (the "Granting Ordinance"). By this acceptance, the Franchisee agrees that it shall be bound by the terms and conditions of the Agreement and any amendments thereto (the "Franchise Documents").

By accepting the franchise, the Franchisee further: (1) acknowledges and accepts the County's legal right to issue and enforce the franchise; (2) agrees that it will not oppose the County's intervention in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of the Franchise Documents; (4) agrees that the franchise and Granting Ordinance shall not be effective until and unless all conditions precedent are satisfied; and (5) agrees that the franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

The Franchisee declares that it has carefully read all of the terms and conditions of the Franchise Documents, and accepts and agrees to abide by the same.

Upon the franchise becoming effective, the Franchisee shall be immediately bound to maintain and operate the Cable System under the terms, conditions and limitations set forth in the Franchise Documents, as of the time and date it files this written acceptance with the County.

AGREED TO THIS 28 DAY OF September, 2005.

VERIZON VIRGINIA INC.

By: Robert W. Wolf

Its: President

FORM APPROVED

Attorney

Date 8/27/05

COMMONWEALTH OF VIRGINIA:

I HEREBY CERTIFY, that on this 28 day of September, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Virginia, in and for Fairfax County, Virginia, aforesaid personally appeared Robert W. Woltz, JR of Verizon Virginia Inc and acknowledged the foregoing Acceptance of Franchise by the Franchisee in Fairfax County, Virginia, to be the act and deed of said company.

Fairfax County, Virginia

AS WITNESS my hand and Notary Seal

Rhonda J. Andrews
Notary Public

My Commission Expires: My Commission Expires March 31, 2009