

**FIRST AMENDMENT
TO THE FRANCHISE AGREEMENT BETWEEN
THE CITY OF HAMPTON, VIRGINIA AND
VERIZON VIRGINIA LLC, THE SUCCESSOR TO
VERIZON VIRGINIA INC.**

THIS FIRST AMENDMENT ("First Amendment") is made between the CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as, the ("City") and VERIZON VIRGINIA LLC, a Virginia limited liability company and successor to Verizon Virginia, Inc., (the "Grantee"). The Grantee and City, referred to collectively as the ("Parties"), amend that certain Franchise Agreement entered into by and between the Parties that was effective as of July 16, 2008 (the "Agreement" or the "Franchise").

RECITALS

1. The City granted to Verizon Virginia Inc., a corporation duly organized under the applicable laws of the Commonwealth of Virginia, (hereinafter referred to as the "Original Grantee") the Franchise subject to the terms and conditions of that certain Ordinance adopted by the City Council at the regular meeting held on July 16, 2008 ("Original Effective Date"), to construct, install, maintain, extend and operate a Cable System within the Franchise Area, in order to provide Cable Service. A copy of the said Franchise is attached hereto as Exhibit "A" and made a part hereof;
2. In accordance with §15.2-2100 of the Code of Virginia, as amended, proper notice was given in this matter by the City of an invitation to bid on a franchise to provide a cable service in the City, and a public hearing was duly held at the aforesaid City Council meeting on July 16, 2008;
3. On or about December 31, 2011, the Original Grantee through its application to the Commonwealth of Virginia State Corporation Commission did convert its entity, Verizon Virginia Inc., to a Virginia limited liability company organized under the new name of Verizon Virginia LLC. A copy of the Certificate of Entity Conversion is attached hereto as Exhibit "B" and made a part hereof;
4. The Franchise commenced on the Original Effective Date, and expires on July 16, 2023, unless the Franchise is renewed, amended or extended in accordance with the terms and conditions stated therein;
5. By letter dated December 10, 2020, the Grantee sent the City a notice pursuant to Section 626 of the Communications Act of its intent to renew Franchise, and thereafter, the Grantee requested that the Franchise be amended and extended under its same terms and conditions for a period of three (3) years being effective on July 16, 2023 and expiring on July 16, 2026 (the "First Amendment"); and

6. The City agrees that the Grantee is eligible to be and should be granted the amendment and extension of the Franchise per its terms.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, City and Grantee agree as follows:

1. The Parties agree that the recitals stated above are true and accurate and are hereby incorporated by reference;
2. The City hereby agrees to grant this First Amendment to the Grantee which will take effect on July 16, 2023, and expire on July 16, 2026, unless otherwise terminated, amended, or renewed in accordance with the terms and conditions of the Franchise; and
3. All other terms and conditions of the Agreement or Franchise shall remain in full force and effect; shall be fully binding on the Parties hereto; and this First Amendment shall be governed and construed in accordance with those terms and conditions.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates set forth below:

CITY OF HAMPTON, VA

City Manager/Authorized Designee

Date: _____

Approved as to form and legal sufficiency:

Deputy City Attorney

Date: _____

Approved as to content:

Director of Public Works or designee

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

VERIZON VIRGINIA LLC,
a Virginia limited liability company

FORM APPROVED
Attorney [Signature]
Date 7-26-23

By: Kwame Trotman
(Name of authorize officer - please print)
Its: Regional President
Title
(Signature) [Signature]

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023

by _____ (name), _____ (title) of VERIZON VIRGINIA LLC on its behalf. He/She is known to me personally, or has produced

_____ as identification.

Notary Public Signature

My Commission expires: _____

Registration No: _____