THIRD AMENDMENT TO FRANCHISE AGREEMENT

This Third Amendment dated October 28, 2025, amends the Franchise Agreement with an effective date of February 15, 2005, as amended by the First Amendment dated December 5, 2014, as amended by the Second Amendment dated February 27, 2018 between the Town of Herndon, Virginia (Town), a Virginia municipal corporation, and Cavalier Telephone, L.L.C. (Cavalier), a Virginia Limited Liability company.

1. **Extension.** Subject to all the terms and conditions contained in Franchise Agreement, the term of the Franchise Agreement is hereby extended for additional ten (10) years beginning on February 15, 2025.

2. **Notice.** The address information of Town and Cavalier in the Notice section of the Franchise Agreement are amended to read as follows:

   "If to Town, Town Manager, 777 Lynn Street, Herndon, VA, 20170 with a copy to Town Attorney, 777 Lynn Street, Herndon, VA 20170. If to Cavalier, Cavalier Telephone, LLC, Attn: Franchises & Easements, 4005 N. Rodney Parham Rd., Little Rock, AR 72212 with a copy to Windstream.legl.notices@windstream.com."

3. **Section 9.** Section 9 is hereby amended to add the following term:

   Franchisee shall notify the Town in writing of any such assignment within (30) days after its occurrence.

4. Except as expressly modified by the terms of this amendment all other terms and provision of the Franchise Agreement shall remain in full force and effect.

CAVALIER TELEPHONE, LLC

By: _____
Sarah Hays
Staff Manager - Eng Support

APPROVED AS TO FORM:

By: _____
Lesa J. Yeatts
Town Attorney

TOWN OF HERNDON, VIRGINIA

By: _____
Keven J. LeBlanc, Jr.
Mayor