

COX COMMUNICATIONS ARIZONA, LLC.
TOWN OF FOUNTAIN HILLS
CABLE TELEVISION LICENSE AGREEMENT

JULY 1, 2013

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CABLE TELEVISION LICENSE AGREEMENT

This Cable Television License Agreement (the "License") is made and entered into effective as of July 1, 2013, by and between the Town of Fountain Hills (the "Town") and Cox Communications Arizona, LLC, a Delaware limited liability company, ("Licensee") to be effective on the date set forth below.

RECITALS

A. The Town is authorized to grant, renew, deny, and terminate licenses for the installation, operation, and maintenance of Cable Systems (defined below) and otherwise regulate Cable Services (defined below) within the corporate limits of the Town by virtue of federal and state statutes, by the Town's police powers, by its authority over its public rights-of-way and by other Town powers and authority.

B. Licensee has maintained and operated a Cable System in the Town pursuant to the Existing License (defined below).

C. Concurrent with the expiration of the Existing License, Licensee and the Town desire to enter into a new license for the Licensee to provide Cable Services within the corporate limits of the Town.

D. The Town has reviewed Cable Service provided in the Town, including but not limited to a review of Licensee, Licensee's record of service provided in the Town, Licensee's facilities, the cable-related needs of residents and businesses within the corporate limits of the Town for both the present and future, Licensee's ability to carry out its commitments and Licensee's overall financial, legal, and technical qualifications to hold a license from the Town.

E. Based on such review, the Town hereby finds that it would serve the public interest to grant this License on the terms and conditions hereinafter set forth, and Licensee agrees to obtain the License under these conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. **Definitions.** For the purposes of this License, the following terms, phrases, words, abbreviations, and their derivations have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, not merely directory. All references to days are to calendar days, unless otherwise specified. Terms used herein that are not otherwise defined in this License shall have the meanings set forth in the Cable Code (defined below).

1.1 “Affiliate” means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Licensee.

1.2 “Cable Act” means the Cable Communications Policy Act of 1984, as amended, including the Telecommunications Act of 1996.

1.3 “Cable Code” means Chapter 13 of the Fountain Hills Town Code, as amended from time to time.

1.4 “Cable Service” shall have the same meaning as set forth in ARIZ. REV. STAT. § 9-505, as amended from time to time.

1.5 “Cable Statute” means ARIZ. Rev. STAT §§ 9-505, *et seq.*, as amended from time to time.

1.6 “Cable System” shall have the same meaning as set forth for "Cable Television System" in ARIZ. REV. STAT. § 9-505, as amended from time to time.

1.7 “Competitor” means any Person entering into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an “open video system” (as such term is defined in the Cable Act).

1.8 “Confidential Information” means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Licensee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Licensee’s business, that Licensee identifies as confidential and discloses in writing, orally, visually, or through some other media, or that the Town learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (A) is known to the Town at the time of the disclosure, as evidenced by its written records and was not acquired by the Town on a confidential basis; (B) is disclosed to the Town by a third party having a right to make such disclosure; (C) becomes published, or otherwise publicly known through no fault of the Town; (D) is independently developed by or for the Town without use of Confidential Information disclosed hereunder as evidenced by its written records; or (E) is subject to disclosure pursuant to applicable law.

1.9 “Education Channel” means a channel on the Cable System used by the Town or a public school district for non-commercial informational programming regarding educational activities and programs, as more particularly described in Section 4.2 of this License. The Educational Channel may also be referred to as a PEG channel in the Cable Code.

1.10 “Existing License” means the Second Amended and Restated License Agreement dated May 1, 2007, by and between CoxCom, Inc. and the Town of Fountain Hills, which would have expired by its original terms at 11:59 PM on April 30, 2103, but was extended by the parties on certain terms and conditions through 11:59 PM on July 31, 2013 or, if earlier, 11:59 PM on the day immediately preceding the Effective Date of this License (defined below).

1.11 “FCC” means the United States Federal Communications Commission, or its successor entity having jurisdiction with respect to any matters affecting construction or operation of the Cable System.

1.12 “Government Channel” means a channel on the Cable System used by the Town for non-commercial informational programming regarding governmental activities and programing, as more particularly described in Section 4.1 of this License.

1.13 “Gross Revenues” shall have the same meaning as set forth in ARIZ. REV. STAT. § 9-505, as amended from time to time.

1.14 “License Area” means the current incorporated boundaries of the Town and any future annexed area.

1.15 “License Fee” means a fee charged by the Town for the privilege of operating a Cable System within the corporate limits of the Town, as more particularly described in Section 3 of this License.

1.16 “MDU” means any adjacent multi-dwelling units and/or building(s), such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.17 “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve Subscribers, but shall not be less than 9:00 a.m. to 5:00 p.m., Monday through Saturday.

1.18 “Normal Operating Conditions” means those service conditions that are within Licensee’s control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Licensee’s control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, and severe or unusual weather conditions.

1.19 “Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity, but specifically does not include the Town.

1.20 “Public Safety Channel” means a channel on the Cable System for downstream use by the Town public safety departments, with a signal that may only be received by specially equipped converters installed at each municipal fire and law enforcement facility located within the corporate limits of the Town.

1.21 “Public Street” means only a street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, parking area or drive that is owned by a public entity in fee or as to which a public easement has been dedicated for street purposes, and with respect to which, and to the extent that, Town has a right to grant the use of the surface of, and space above and below in connection with this License for the Cable System, or other compatible uses; provided, however, a requirement that Licensee also obtain a permit from another

government agency or entity to use of street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, parking area or drive does not mean that such street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, right-of-way, or drive is not a Public Street.

1.22 “Standard Drop” means a cable connection that requires no more than a 175-foot drop measured from the nearest point of a Subscriber’s home or place of business to the nearest existing Technically Feasible Point of Connection on the Cable System from which an individual Subscriber can be connected to the Cable System. A Standard Drop involves only one outlet and standard material. In a drop 175 feet long or less, standard material includes any electronics necessary to provide a sufficient signal to one outlet. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (A) a wall fish; or (B) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work. For a drop more than 175 feet long, Section 8.2 applies.

1.23 “Subscriber” shall have the meaning as set forth in the Cable Code.

1.24 “Subscriber Complaint” means any written or oral complaint by a Subscriber to the Town that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

1.25 “Technically Feasible Point of Connection” means a point in the Cable System where, in the reasonable technical discretion of Licensee, connection of a drop can be made to the Cable System without unreasonable expense or network modification.

1.26 “Town Building” means a building that is (A) occupied or owned by the Town (B) used for municipal purposes.

1.27 “Town Channels” means the Government Channel(s), the Education Channel and the Public Safety Channel.

1.28 “Town Council” means the present governing body of the Town or any future body constituting the legislative body of the Town.

1.29 “Town Manager” means the Fountain Hills Town Manager or the Town Manager’s authorized designee.

2. Grant of Authority to Operate; Term.

2.1 Grant of Authority. The Town hereby grants to Licensee the right and authority to operate a Cable System in the Town and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Public Streets such wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, existing poles (subject to the limitations in this License) and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other Persons, including but not

limited to any public utility or other entity licensed or permitted to do business in the Town. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law so long as (A) the service can be provided without installing wires, fiber optic cables, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment that are not used in connection with the Cable System, as it may be expanded or modified from time to time, and (B) no new above-ground poles are required for such service.

2.2 Limitations.

A. Non-Exclusive Use. Licensee's right to use and occupy the Public Streets in the Town for the purposes set forth in this License shall not be exclusive. However, the Town agrees not to allow any Competitor to enter into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the Town or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

B. Limited Transferability. The authority granted hereunder shall not be transferred or assigned other than as set forth herein.

C. Paramount Rights. The authority granted hereunder is subject to the paramount right of use of the Public Streets and public rights-of-way by the Town and the public for public purposes. The Town Council reserves the right to authorize use of the Public Streets and public rights-of-way to other Persons as it deems appropriate.

2.3 Prior Occupancy. Any privilege claimed under this License by Licensee in any Public Street or other public property is subordinate to any (A) prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity, (B) prior lawful occupancy or use thereof by any other Person, and (C) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.4 Term. This grant of authority runs for a term of ten years, effective at midnight on July 1, 2013 (the "Effective Date"), and ending at 11:59 p.m. on June 30, 2023 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this License. After the expiration of the Initial Term, this License may be renewed for one additional ten-year term (the "Renewal Term") if (A) at least 90 days prior to the end of the Initial Term of the License, the Licensee requests, in writing, to extend the License for one additional ten-year term and (B) the Town approves the additional ten-year term in writing, as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. If Licensee does not seek a renewal of this License, the License shall terminate at the end of the Initial Term; provided, however, that the Town may, at its discretion and with the agreement of the Licensee, elect to waive this requirement and renew this License.

The Initial Term and the Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this License shall remain in full force and effect. Notwithstanding the foregoing, Licensee reserves the right to renew the License under applicable federal and state law, including 47 U.S.C. § 546.

3. License Fee.

3.1 License Fee. Licensee shall pay to the Town a License Fee during the term of this License in an amount equal to the greater of (i) five percent (5%) of Licensee’s Gross Revenues or (ii) the maximum amount permitted by the Cable Statute.

3.2 Offsets. Licensee is entitled to offset against License Fees due to the Town the following:

A. Transaction Privilege Taxes. Any amounts Licensee paid to the Town during the prior quarter in privilege license taxes; provided, however, that Licensee is not entitled to offset to the extent that Licensee made payments of privilege license taxes on any gross income (within the meaning of the Town’s privilege license tax code) that is not included in Gross Revenues.

B. Excessive Road Repair. Any amounts Licensee paid during the prior quarter for repair, renovation, restoration, or reconstruction to comply with any requirements of the Town that exceed the repair and restoration requirements set forth in Section 11.7 of this License.

C. Permits. To the extent allowed to be offset against the License Fee under the Cable Statute, any amounts Licensee paid to the Town during the prior quarter for right-of-way management fees, construction permit, permit design fee, building permit fees, encroachment permit fees, inspection fees, zoning review fees and any other fees that Town imposes, under Town Code requirements or otherwise, on Licensee’s construction activities in the Public Streets; provided, however, that nothing in this Subsection shall allow for offset for any fees or costs charged or incurred for repair or restoration pursuant to the requirements of Section 11.7 of this License.

3.3 Payment of License Fees. The payment of the License Fee shall be made quarterly by delivery to the Town Manager on or before the 30th day of the month following the end of each calendar quarter. Each License Fee payment shall be accompanied by a written report to the Town, verified by an authorized Licensee representative, containing an accurate statement in summarized form of Licensee’s Gross Revenues and the computation of the payment amount under Sections 3.1 and 3.2 above.

3.4 Interest. If License Fees are not paid in accordance with Section 3.3 above, the Town may impose interest at a rate equal to the annual base rate of interest published in the Wall Street Journal (Western Edition) from time to time as the “prime rate” (or such other similar publication as Town may choose if the Wall Street Journal (Western Edition) ceases to publish such rate) plus one percent commencing from the date payment should have been made in accordance with Section 3.3 above and continuing until the payment is made.

3.5 License Fee Audit.

A. Records Inspection. Upon written notice to Licensee, the Town may inspect Licensee's records of Gross Revenues, and the Town and Licensee each have the right to audit and to recompute any amounts determined to be payable under this License; provided, however, that such audit must take place within 36 months following the close of Licensee's fiscal year for which the audit is desired.

B. Report; Deficiencies. Upon completion of an audit, the Town shall provide Licensee with written notice including a copy of the audit report and setting forth any additional amounts due to the Town identified in the audit. Licensee shall pay any deficiency within 30 days following such written notice; provided, however, that Licensee will not be required to pay such deficiency until 30 days after completion of the administrative hearing process if Licensee commences such process pursuant to Section 17.3. If there is a deficiency in the payment of License Fees to the Town of ten percent or more, the Town may assess the cost of the audit to Licensee.

C. Overpayments. Licensee may recover overpayment(s) of License Fees by taking credits of up to 100% of each subsequent quarterly License Fee payment due to the Town until Licensee has recouped the full amount of the overpayment, without interest.

D. Contesting an Audit. Within 15 days after notice from Licensee that it contests an audit determination of License Fees under Subsection 3.5(B), the Town Manager shall schedule an administrative hearing in accordance with the procedures set forth in Subsection 13-9(F) of the Cable Code. This shall be a public hearing, and Licensee shall be afforded full due process of law, including, without limitation, an opportunity to be heard, to present evidence, and to subpoena and cross examine witnesses. Within 15 days after the conclusion of such hearing, the Town Manager or authorized designee shall issue a determination, and his determination shall be final; there shall be no right to a hearing before the Council relating to an audit contest under this Subsection

4. Town Channels.

4.1 Government Channel. Licensee shall continue to provide, at no charge to the Town, one channel on the basic tier of the Cable System designated as a Government Channel, to be used by Town government officials and agencies. Additionally, upon request of the Town, Licensee shall make available to the Town, at no charge, up to two channels in the digital programming tier for use by the Town for non-commercial, informational programming regarding government activities and programs; at least one such digital tier channel may be programmed by the Federal Government. The Government Channel is for use by the Town for non-commercial, informational programming regarding government activities and programs; provided, however, that programming for such Government Channel may be created by other governmental and educational entities.

4.2 Education Channel. Licensee shall continue to make available, at no cost to the Town, one channel on basic tier of the Cable System designated as an Education Channel. The Education Channel shall be used by the Town for non-commercial, informational programming regarding educational activities and programs; provided, however, that programming for such Education Channel may be created by other governmental and educational entities.

4.3 Public Safety Channel. Within 120 days of written request by the Town, Licensee shall make available, at no cost to the Town, one Public Safety Channel for downstream use by the Town fire and law enforcement departments. At no cost to the Town, Licensee shall secure the audio and video portions of the signal delivered over the channel so that the signal may only be received by specially equipped converters installed at each municipal fire and law enforcement facility located within the corporate limits of the Town. The Town shall provide, at its expense, all other equipment and facilities necessary for operation of the Public Safety Channel. The Licensee and the Town shall annually review the use of the Public Safety Channel and, upon mutual agreement between the Licensee and the Town, the Town may relinquish the Public Safety Channel to the Licensee for use as the Licensee sees fit. The Public Service Channel shall count as a Government Channel for purposes of the two-channel limit in Section 4.1.

4.4 Point of Origin; Location of Channels. The Town Channels shall each originate from a studio designated by the Town within the corporate limits of the Town. Licensee shall provide the connection to the Cable System necessary for each of the Town Channels to originate from this location at no cost to the Town. If the Town elects to relocate the point of origination for any of the Town Channels, the Town shall bear the entire cost of such relocation. Subject to the tier limitations set forth in Section 4.1 above, Licensee may, in its sole discretion, determine the channel location of the Town Channels and the method for delivering these channels over the Cable System; provided, however that, except where Licensee's must-carry obligation under federal law or regulation requires Licensee to carry a broadcast signal on Channel 11, the Town's existing Government Channel shall not be changed from its current location (Channel 11) during the term of this License without the permission of the Town granted or withheld in its sole discretion.

4.5 Maintenance of Equipment. Licensee shall provide at no charge to the Town prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Licensee and used for the Town Channels. The Town shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the Town Channels.

4.6 Downstream Programming from Another City or Town. If the Town elects to receive downstream programming from another city or town, the Town shall pay all costs incurred by Licensee in providing for the Town to receive such programming. The Town must obtain the necessary consents from the city or town that originated the programming before Licensee takes any steps to provide the Town with such programming.

4.7 Unused Capacity. Licensee and the Town will annually review the use of the Town Channels and, upon mutual agreement between Licensee and the Town and an

amendment to this License approved by the Town Council, the Town may relinquish one or more of the Town Channels to Licensee for use as Licensee sees fit. Once relinquished by the Town, Licensee may utilize unused Government Channel, Education Channel, or Public Safety Channel capacity for any purpose agreed to in the License amendment between the Licensee and the Town.

4.8 Restriction on Use. Neither party may permit promotions, endorsements or advertising for any private business, commercial service or product, or profit-making activity to be carried on a Town Channel for as long as the Town has not relinquished the channel to Licensee under Section 4.7. Solicitations for charitable, civic or religious donations are also precluded.

5. Services to the Town.

5.1 Service to Town Buildings. Upon written request from the Town Manager, Licensee shall provide, at no charge to the Town, Licensee's Basic tier of service to the Town Buildings identified in the Town Manager's request.

5.2 Drops to Town Buildings. If making service (including a connection capable of providing internet and telephone service, which service shall be at the Town's expense) available to a Town Building requires no more than a Standard Drop, Licensee shall make service available without charge to Town Buildings. If making service available to a Town Building requires more than a Standard Drop, Licensee will not be required to make such service available unless the Town entity requesting such service pays to Licensee an amount equal to the actual, reasonable labor and material costs incurred by Licensee for the additional facilities and work, less Licensee's cost for a Standard Drop. Absent a showing by Licensee to the Town Manager of unusual circumstances, which include without limitation street crossings or plant extensions, any Standard Drop to any Town Buildings shall be accomplished within ten days of the written request for service.

6. Required Service; System Design and Capacity.

6.1 System Design. The Cable System, as installed, uses a hybrid fiber optic/coaxial cable network. The Cable System is built so that fiber is provided to all neighborhood nodes. Extending from each optic site is radio frequency coaxial cable.

6.2 System Capacity. The channel capacity of the Cable System is expandable as future needs arise. On July 1, 2013, the Cable System has a capacity of 1,000 MHz available for signal transmission on the Cable System, and Licensee shall use no less than 860 MHz of this capacity to operate the Cable System. Licensee shall maintain a minimum capacity of 1,000 MHz available for signal transmission on the Cable System within the corporate limits of the Town at all times during the Term of this License. If Licensee provides to Subscribers in the greater Phoenix metropolitan area (A) system capacity in excess of 1,000 MHz or (B) products or services not then offered in the Town, Licensee will expand its Cable System to provide such additional system capacity and/or will offer such new products or services in the Town no later than two years after Licensee provides such system capacity and/or

offers such products or services to an aggregate of 75,000 or more Subscribers in the greater Phoenix metropolitan area.

6.3 System Expansion. Conduit of sufficient capacity to accommodate future growth will be used for all new undergrounding, except Subscriber drops. There shall be standby power at each node. The technical performance of the Cable System shall meet or exceed FCC requirements for delivery quality of signals passed to Subscribers. The Licensee shall meet all required FCC technical standards.

7. Line Extension.

7.1 Residential Service. Licensee shall extend its Cable System to make its Cable Service available to serve all dwelling units within the Town as contemplated in this Section 7.1. Each unit in an MDU shall be counted as a dwelling unit in determining the residential density of an area, provided that a mutually acceptable agreement granting Licensee reasonable access to the MDU has been executed and delivered. Licensee is not required to make service available to residents of an MDU where the owner of the property has not granted Licensee reasonable access to the property.

A. Extensions Meeting Minimum Density. When requested by a resident or developer in the Town, Licensee shall, at Licensee's sole expense, extend the Cable System to any single family residence or dwelling within the Town, provided that such extension involves density of 30 existing homes per cable plant mile measured from the nearest Technically Feasible Point of Connection on the Cable System, as determined by Licensee in its reasonable discretion.

B. Extensions Outside Minimum Density Areas. When a resident or developer in the Town requests an extension of service to an area that does not meet the minimum density set forth in Subsection 7.1(A) above, Licensee must comply with such request only if the resident or developer agrees to pay to Licensee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of 30 existing homes per mile. The incremental costs to be paid will be Licensee's costs (reasonable labor and materials) of extending the Cable System consistently with Licensee's overall system design to the residence, or to and throughout the development, from the nearest Technically Feasible Point of Connection on the Cable System, as determined by Licensee in its reasonable discretion. The costs will include splicing in one or more taps and extending cable.

C. Developer Option for Connection. Where there is a request by a developer for an extension to a development that does not meet the minimum density set forth in Subsection 7.1(A) above, and where, instead of proceeding under Subsection 7.1(B) above, the developer agrees to pay Licensee's full costs (reasonable labor and materials) of extending the Cable System from the nearest Technically Feasible Point of Connection on the Cable System to the nearest Public Street access to the development, Licensee shall then extend the Cable System within the development, at Licensee's sole cost, if it has a density of 30 existing homes per mile measured from the nearest Public

Street access to the development to which the developer elected to pay to have the Cable System extended.

D. Time for Extension. Absent a showing by Licensee to the Town Manager of circumstances beyond Licensee's reasonable control, an extension of service pursuant to Subsections 7.1(A) - (C) above must be accomplished within 120 days after the developer or resident's written request.

E. Subsequent Construction. To prevent unnecessary disruption and damage to Public Streets, rights-of-way, and other property, the installation of Cable System must be accomplished in new subdivisions at the same time, and in the same trench as other communications, electric, and other permanent services to structures.

7.2 Commercial and Industrial Service. Licensee shall make Cable Services available to commercial and industrial establishments as set forth below. Licensee will not be required to make service available to commercial and industrial establishments where the owner of the property has not granted Licensee reasonable access to the property.

A. Extensions Meeting Minimum Density. When requested by the owner of a commercial or industrial establishment within the corporate limits of the Town, Licensee shall, at Licensee's sole expense, extend the Cable System to any commercial or industrial establishment within the Town, provided that such extension involves density of 30 hook-ups per cable plant mile measured from the nearest Technically Feasible Point of Connection on the Cable System, determined by Licensee in its reasonable discretion.

B. Extensions Outside Minimum Density Areas. When the owner of a commercial or industrial establishment within the corporate limits of the Town requests an extension of service to an area that does not meet the minimum density set forth in Subsection 7.2(A), Licensee shall be required to comply with such request only if the owner agrees to pay to Licensee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of 30 hook-ups per cable plant mile. The incremental costs to be paid will be Licensee's costs (reasonable labor and materials) of extending the Cable System consistently with Licensee's overall system design to the establishment from the nearest Technically Feasible Point of Connection on the Cable System, as determined by Licensee in its reasonable discretion. The costs will include splicing in one or more taps and extending cable.

C. Prior Offer. Licensee is not required to extend service under Subsections 7.2(A) or (B) above if Licensee previously offered to extend service to the premises on a complementary basis and an occupant or owner of the premises did not accept the offer.

D. Time for Extension. Absent a showing by Licensee to the Town Manager of circumstances beyond Licensee's reasonable control an extension of service pursuant to Subsections 7.2(A) or (B) above shall be accomplished within 120 days after

the owner's execution of any necessary easement documents and/or capital contribution agreements.

8. Service Drops.

8.1 Standard Drop. Licensee shall make Cable Service available to any single family residence, MDU, commercial establishment or industrial establishment within the Town at the standard connection charge if the connection requires a Standard Drop.

8.2 Non-Standard Drop. If making Cable Service available requires more than a Standard Drop, Licensee will not be required to make such Cable Service available unless the Person requesting such Cable Service pays to Licensee the standard connection charge and an amount equal to the reasonable, actual labor and material costs incurred by Licensee for the additional facilities and work beyond a Standard Drop at Subscriber's location.

8.3 Bulk Billing. Licensee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing service, when the Person requesting service pays to Licensee the applicable amount(s) set forth in Section 8.2 above.

8.4 Timing.

A. Residential Service. Absent a showing by Licensee to the Town Manager of unusual circumstances, including without limitation, unusual Public Street crossings, (1) any Standard Drop to a single family residence or MDU for which the owner has granted Licensee reasonable access shall be accomplished within seven days of the request for service and (2) any drop that is not a Standard Drop shall be accomplished within 20 days of such request. When a drop requires a line extension to a residence, the extension shall be accomplished in the time provided in Subsection 7.1(D) above.

B. Commercial and Industrial Service. Absent a showing by Licensee to the Town Manager of unusual circumstances, including without limitation, unusual Public Street crossings, (1) any Standard Drop to a commercial establishment shall be accomplished within ten days after the owner of such commercial establishment executes any necessary easement documents and capital contribution agreements, and (2) any commercial drop that is not a Standard Drop shall be accomplished within 20 days after the owner's execution of any necessary easement documents and/or capital contribution agreements. When a drop requires a line extension to a commercial establishment, the extension shall be accomplished in the time provided in Subsection 7.2(C) above.

9. Construction Requirements; Maintenance Standards. Licensee shall put, keep, and maintain all parts of its Cable System in good condition throughout the entire Term of this License. In addition to those requirements contained in the Cable Code, Licensee shall conform to the following minimum standards relative to the construction, operation, and maintenance of its Cable System within the corporate limits of the Town. It is not the intent of this Section 9 to prevent Licensee from providing more than the required minimum to meet the standards set forth in this License.

9.1 Construction and Technical Standards.

A. Federal Standards. Licensee shall construct, install, operate, and maintain its system in a manner such that it operates at all times consistent with all laws, the construction standards of the Town, and the FCC Rules and Regulations, Part 76 Subpart K (Technical Standards), and any other applicable State or Federal law, regulation or standard, all as amended from time to time. In addition, the Town may at any time conduct independent measurements of the Cable System.

B. Professional Standards; Local Codes. Construction, installation, and maintenance of a Cable System shall be performed in an orderly and professional manner. All cables and wires shall be installed, where possible, parallel with and in a manner similar to the installation of electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Installations shall be in conformance with all applicable codes. Licensee must at all times comply with applicable sections of:

(1) National Electrical Safety Code (ANSI)C2-1990, including any adopted Town amendments thereto;

(2) National Electrical Code (National Bureau of Fire Underwriters), including any adopted Town amendments thereto;

(3) The most recent version of the International Building Code as may be adopted and amended by the Town, together with applicable portions of all other Uniform Codes, as may be adopted, amended or supplemented by the Town, promulgated by the International Conference of Building Officials;

(4) Town Zoning Code and Subdivision Regulations, all as from time to time amended and revised, and all other applicable rules and regulations now in effect or hereinafter adopted by the Town; and

(5) The Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, including the latest Town supplement thereto.

9.2 Utility Locating System. Licensee shall participate in the regional one-call utility locating system (Blue Stake) at no cost or offset to the Town.

9.3 Resident Notification of Construction Activity Required. Licensee shall provide reasonable advance notice to all affected residents before system construction crews enter the right-of-way adjacent to their property; provided that Licensee shall not be required to provide such notice in emergencies or for normal system repair and maintenance work.

10. Emergency Service. In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D, Section 11.51(h)(1), as they may from time to time be amended, Licensee shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as

may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11, as amended from time to time.

11. Use of Public Streets.

11.1 Location of Licensee's Property. Any poles, wires, cable lines, conduits, or other properties of Licensee to be constructed or installed in Public Streets shall be so constructed or installed only at such locations and in such manner approved by the Town consistent with the Town's technical and permitting regulations. Licensee or its authorized contractors will obtain any required permits before any physical work is done in the Town's rights-of-way or on Town-owned property.

11.2 Undergrounding.

A. Town Undergrounding Regulations. Unless otherwise provided in this License, all new Licensee facilities in the Public Streets or in any public or private easement shall be located underground in accordance with the applicable Town codes, ordinances and regulations, as they may be amended from time to time. Nothing contained in this Section requires Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment. Licensee may utilize, when granted the owner's permission, existing conduits whenever feasible. Underground street, sidewalk, and driveway crossings not using existing conduits shall be bored unless specific approval is granted in advance by the Town.

B. Pole Mounts. No underground facilities may be moved to poles. Licensee may not install any new poles. Licensee may install cable on existing poles of electric or telephone providers only upon a showing that installation underground at that location is not commercially feasible. Licensee's existing overhead facilities may remain on poles and Licensee's aerial facilities shall be placed underground, according to the requirements set forth below:

(1) On streets where electrical and telephone utility wiring are located underground, either at the time of initial construction or subsequently, any newly placed cable must also be located underground, in conduit, at Licensee's expense. Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Licensee shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

(2) Where aerial facilities of other utilities in the same span are placed underground at the cost of the Town or a third party, such as a developer, Licensee shall concurrently (or earlier) place its existing overhead facilities underground only if (a) the cost of such undergrounding is paid by the Town or such third party and (b) Licensee receives timely notification of the undergrounding of such other utility lines and opportunity to participate in joint

trench with such other utility(ies). In the event that Licensee is not notified and given reasonable opportunity to participate in a joint trench with other utility(ies), Licensee will not be required to place its facilities underground at a later date unless the cost of such undergrounding in excess of the cost to participate in the joint trench is borne by the entity charged with providing Licensee notice of the joint trench opportunity.

C. Notice of Developments. The Town shall include, as part of its subdivision/infrastructure improvement permit process, a requirement that the developer provide Licensee with notice of the issuance of building or development permits for planned commercial/residential developments within the Town requiring undergrounding of cable facilities. The Town shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Licensee at least ten business days before availability.

D. Conduit Required. All new underground wires or cable, except drops not in Public Streets, placed by Licensee after the Effective Date of this License shall be placed in conduit.

11.3 Emergency Work. The Town reserves the right to move any portion of Licensee's equipment and facilities as may be required in any emergency as determined by the Town without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, the Town shall provide, whenever feasible, reasonable notice to Licensee of the emergency to allow Licensee the opportunity to protect and repair Licensee's facilities involved in the emergency.

11.4 Temporary Removal for Building Improvements. Licensee, on the written request of any Person holding a building moving permit issued by the Town, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of wires shall be paid to Licensee by the Person requesting the same, and Licensee shall have the authority to require such payment in advance. Licensee shall be given not less than ten days advance notice to arrange for such temporary wire changes.

11.5 Changes Required by Public Improvements. Licensee shall from time to time protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, any facilities installed, used, or maintained under this License, if and when (A) made necessary by any change of grade, alignment, or width of any Public Street, by the Town or (B) made necessary by any Town improvement or alteration in, under, on, upon, or about any Public Street, when such improvement or alteration is being conducted by the Town for a governmental purpose or is made necessary by traffic conditions, public safety, Public Street vacation, or any other public project or purpose by the Town. Such removal or relocation shall be paid for by Licensee; provided, however, that Licensee shall have substantially the same obligations with respect to the cost of such relocation as all other users of the public rights-of-way. If any portion of the removal or relocation costs of other users of the public rights-of-way is being borne by a third party, the Town will use its best efforts to work with

Licensee and such third party to ensure that the third party bears the cost of removal or relocation of Licensee's facilities to the same extent that it is covering such costs of removal or relocation of the facilities of other users of the right-of-way.

11.6 Notification to Licensee. In an effort to alert Licensee to all potential areas where Licensee's facilities may be installed, the Town shall include Licensee as a "check-off" participant in the permitting process and on all relevant permits or other forms that will provide developers or contractors with notice to contact Licensee and provide Licensee the opportunity to participate in joint trench or joint facility placement opportunities.

11.7 Street Repair. If Licensee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, Licensee or its authorized agent shall replace and restore such places as nearly as may be possible to the condition that existed before the damage occurred. All repair and restoration necessary to meet the requirements set forth in this Section shall be at Licensee's expense and in a manner acceptable to the Town, in accordance with Sections 7-1-1 and 16-1-18 of the Town Code, as amended.

11.8 Permitting.

A. Changes After Issuance. For all permits applied for by Licensee, the Town agrees to act timely and in any event in accordance with any timelines established by the Town for permit issuance. Where Licensee identifies changes after the issuance of a permit and during construction, Licensee shall apply for a permit revision as required by Town guidelines; provided, however, that upon the approval of the Town inspector Licensee may continue construction while waiting for approval of the revised permit.

B. Prioritized Permits. To facilitate coordination with the Town on review, prioritizing and issuance of permits, and any payments therefore, Licensee shall apply for and process permits through a centralized office of Licensee established for that purpose. When this office identifies to the Town a non-emergency but atypically time-sensitive permit that requires processing and issuance more expeditiously than under Town's customary timelines, Town agrees to use reasonable efforts to review and issue the permit within the time frame requested by Licensee.

C. Annual Maintenance Permit. Automatically, upon the Effective Date of this License the Town shall grant to Licensee a maintenance permit for a period of one year. This maintenance permit shall cover Licensee's access to its existing facilities within the License Area for the performance of work by Licensee where no excavation is involved. Work covered by this annual maintenance permit would include, but not be limited to, splicing in existing vaults, access to aerial facilities including maintenance, repair, replacement of existing cable, aerial splicing, and the placement of new aerial cable and strand in accordance with the terms of this License. While performing work under this maintenance permit, Licensee shall comply with all requirements of the Town regarding traffic control, notice to the Town, and related

matters. This annual maintenance permit shall be automatically renewed on each anniversary of the Effective Date of this License.

D. Emergency Work Permit. Automatically, upon the Effective Date of this License the Town shall grant to Licensee an emergency permit covering Licensee's access to its existing facilities within the License Area in order to perform work necessary for the repair of major outages affecting Cable Services. While performing work under this emergency permit, Licensee shall comply with all requirements of the Town regarding traffic control, notice to the Town, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date of this License.

12. Subscriber Service Provisions.

12.1 Subscriber Service Standards. Licensee shall at all times satisfy FCC customer service standards, including but not limited to 47 C.F.R., Part 76, Subpart H, as amended from time to time by the FCC. As to the standards set forth in this Section 12, Licensee's execution and acceptance of this License shall constitute a waiver of any notice requirements set forth in 47 C.F.R. § 76.309. In the event that such customer service standards are eliminated by the FCC, the last FCC-adopted standards existing immediately prior to such elimination shall be deemed to be incorporated herein by reference and shall be the governing standards for the remainder of the Term. In addition to the applicable FCC standards, the Licensee shall adhere to the following service standards:

A. Caller Hold Limitations. No caller should be left on hold more than 60 seconds without being informed of the status of the call.

B. Busy Signals. Under Normal Operating Conditions, the Subscribers will receive a busy signal less than three percent of the time.

C. Survey Equipment. Licensee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of compliance indicates a clear failure to comply.

D. Notice of Customer Service Default. In the event Licensee is in violation of any provision of this Section 12.1, the Town shall promptly give Licensee written notice of the violation. The Licensee shall, within 30 days of receipt of such written notice from the Town:

(1) Respond to the Town in writing, contesting the Town's assertion of a violation and providing such information or documentation as may be necessary to support the Licensee's position; or

(2) Cure such violation within 30 days (and provide written notice of the cure to the Town) or, in the event that the nature of the violation is such that it cannot be cured within 30 days, take reasonable steps to cure such violation and diligently continue such efforts until such violation is cured (and

provide written notice of the cure to the Town), but in no event later than 60 days following notice from the Town.

E. Hearings on Default. In the event that Licensee contests the Town's assertion of violation, fails to respond to the Town's notice of violation, or fails to take reasonable steps to cure a violation which cannot be cured within 30 days, the Town may proceed with hearings in accordance with Sections 13-9 and 13-10 of the Cable Code and to adopt improvements to the Customer Service Standards set forth herein.

12.2 Billing Practices. Licensee shall bill all Subscribers to its Cable System in a uniform manner, regardless of a Subscriber's level of service. In no case may any Subscriber be billed for service more than 30 days before receipt of such service. Payment may be due no sooner than the 15th day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period.

12.3 Subscriber Complaint Procedures. Licensee shall comply with the following Subscriber Complaint procedures.

A. Complaint Response. Licensee shall ensure that all Subscribers have recourse to a satisfactory process to submit complaints. Licensee shall respond to all Subscriber Complaints within a reasonable time, but in no event later than 30 days. Licensee shall follow a written internal appeal procedure for disputes over Subscriber Complaints.

B. Complaint Log. Licensee shall establish and maintain a written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Subscriber making the complaint and Licensee's action on the complaint. The log shall be maintained by Licensee for three years and, to the extent permitted by federal law, shall be available to the Town Manager and the public for inspection upon request during Licensee's Normal Business Hours.

C. Disclosure of Complaint Log Details. Licensee shall provide, in writing, upon request of the Town Manager, details from its written log relating to any Subscriber Complaint.

12.4 Subscriber Solicitation Procedures.

A. Personnel Identification. All Licensee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Licensee in the Town.

B. Right of Rescission. Licensee shall afford each Subscriber of the Cable System a three-day right of rescission for ordering installation of Cable Service from the Cable System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

12.5 Disconnection and Termination of Cable Services. Licensee shall only disconnect or terminate a Subscriber's Cable Service for good and just cause. In no event may Licensee disconnect Cable Service for nonpayment without prior written notification to the affected Subscriber at least seven days before such disconnection or termination. In no event may such disconnection or termination for nonpayment occur in less than 30 days after a Subscriber's failure to pay a bill when due. If Licensee improperly discontinues Cable Service to any such Subscriber, upon request it shall provide free reconnection to the Cable System to such Subscriber.

12.6 Rights of Individuals. Licensee shall not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Licensee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination.

12.7 Subscriber Privacy. Licensee shall ensure privacy of Subscriber information in accordance with Section 631 of the Cable Act, as may be amended from time to time.

12.8 Local Business Office. In accordance with 47 C.F.R., Part 76, Subpart H, § 76.309(c)(v), Licensee shall maintain a local business office that shall be conveniently located and shall be open and available to Subscribers during Normal Business Hours. A third-party or Licensee-operated business office within the corporate limits of the Town at which Subscribers may pay bills and pick-up and drop-off equipment at such location is deemed to be a conveniently located local business office. Except under circumstances relating to a temporary local business office location as set forth below, Licensee shall, at all times during the term of this Agreement, maintain a conveniently located local business office within the corporate limits of the Town. Licensee shall be permitted to utilize a third-party or Licensee-operated business office located outside the corporate limits of the Town and within a 13-mile radius of the Fountain Hills Town Hall on a temporary basis under the following conditions: (A) the location utilized as the local business office on the Effective Date of this License (or such other local business office within the corporate limits of the Town) (the "Existing Local Business Office") becomes unavailable due to no fault of the Licensee, (B) Licensee immediately undertakes to secure arrangements for an alternate local business office within the corporate limits of the Town and locates and opens for business such alternate location within six months of the Existing Local Business Office becoming unavailable, and (C) the aggregate of all time periods during the Term during which a temporary local business office is located outside the corporate limits of the Town does not exceed nine months.

13. Inspection of Records.

13.1 Inspection of Records. At all reasonable times as related to determination of License compliance, Licensee shall permit any duly authorized representative of the Town to examine any and all financial records kept or maintained by Licensee or under its control that reasonably relate to Licensee's accurate payment of License Fees.

13.2 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations include and are limited to information that reasonably relate to Licensee's accurate payment of License Fees. This does not include personally identifiable Subscriber information without the Subscriber's consent in violation of Section 631 of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 551.

13.3 Maps. Licensee and the Town shall at all times make and keep full and complete plans and records showing the exact location of all Cable System and other utility facilities installed or in use in Public Streets, and other places in the Town and make them available to the other for review upon request. Upon request, each shall provide the other with route maps or sets of maps drawn to scale, showing the location of their respective underground and above ground facilities. The purpose of these requirements is to facilitate design by Licensee and review by the Town of Licensee's construction of its facilities, minimize interference with the Town's facilities, expedite construction, and minimize financial burdens on both parties.

14. Indemnification.

14.1 Scope of Indemnification. Licensee agrees to defend, indemnify, and hold harmless the Town, its Council members, officers, boards, agents and employees (the "Indemnified Parties"), for, from, and against any liability for claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of appellate proceedings) to which and such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such claims (or actions with respect thereto) relate to, arise out of or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with Licensee's construction, operation, or maintenance of its Cable System. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability, or claims resulting from the willful misconduct or negligence of the Town.

14.2 Procedure. In the event that a third-party claim is made or third-party suit is filed for which the Town intends to seek indemnification from Licensee pursuant to Section 14.1 above, the Town shall promptly notify Licensee of said claim or suit. Licensee shall have the right to control, through counsel of its choosing, the defense of such third-party claim or suit, but may compromise or settle the same only with the consent of the Town, which consent shall not be unreasonably withheld. The Town shall cooperate with Licensee and its counsel in the defense of any such claim or suit and shall make available to Licensee any books, records or other documents necessary or appropriate for such defense. The Town shall have the right to participate, at its expense, in the defense of any such claim or suit through counsel of its own choosing.

15. Insurance.

15.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense,

hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this License at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Licensee. Failure by Licensee to provide such evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this License.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this License, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this License.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this License are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this License.

E. Primary Insurance. Licensee's insurance shall be primary insurance with respect to performance of this License and in the protection of the Town as an Additional Insured.

F. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Licensee shall be solely responsible for any such deductible or self-insured retention amount.

G. Use of Subcontractors. If any work under this License is subcontracted in any way, Licensee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Licensee. Licensee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

H. Evidence of Insurance. Prior to commencing any work or services under this License, Licensee will provide the Town certificates of insurance as required by this License, issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and

limits of coverage specified in this License and that such coverage and provisions are in full force and effect. The Town shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this License. In the event any insurance policy required by this License is written on a “claims made” basis, coverage shall extend for two years past completion of the Services and the Town’s acceptance of the Licensee’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this License expire during the Term of this License, it shall be Licensee’s responsibility to forward renewal certificates to the Town 30 days prior to the expiration date. All certificates of insurance required by this License shall be identified by referencing this License. A \$25.00 administrative fee shall be assessed for all certificates received without referencing this License. Additionally, certificates of insurance submitted without referencing this License will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Licensee’s insurance shall be primary insurance as respects performance of the License.

(3) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

15.2 Required Insurance Coverage.

A. Commercial General Liability. Licensee shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed

by law, for claims arising out of the performance of this License, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Licensee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Licensee’s owned, hired and non-owned vehicles assigned to or used in the performance of the Licensee’s work or services under this License. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this License, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Licensee shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee’s employees engaged in the performance of work or services under this License and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

15.3 Cancellation and Expiration Notice. Insurance required herein shall not expire or be canceled without 30 days’ prior written notice to the Town.

16. Letter of Credit.

16.1 Amount; Purpose. Within 30 days after the Effective Date of this License, Licensee shall deposit with the Town an irrevocable letter of credit in an amount not to exceed \$10,000.00 (replenishable as specified in Section 16.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to ensure (A) the faithful performance by Licensee of all provisions of this License; (B) compliance with all orders, permits, and directions of any agency, commission, board, department, division, or office of the Town having jurisdiction over Licensee’s acts or defaults under this License; and (C) Licensee’s payment of any penalties, claims, liens, and taxes due to the Town that arise by reason of the construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Licensee’s property.

16.2 Drawing on Letter of Credit. The letter of credit may be drawn upon by the Town by presentation of a draft at sight on the lending institution, accompanied by a written

certificate signed by the Town Manager certifying that Licensee has been found, pursuant to Section 17 below, to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the letter of credit are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the Town may have.

16.3 Replenishing. The letter of credit shall be structured in such a manner so that if the Town at any time draws upon the letter of credit, upon notice to Licensee by the issuing lending institution, Licensee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the Town's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event shall not exceed \$25,000.00. The intent of this Section is to make available to the Town at all times a letter of credit in the amount of \$10,000.00.

17. Default; Cure; Liquidated Damages; Hearings.

17.1 Notice of Violation; Right to Cure or Respond. In the event that the Town believes that Licensee has not complied with the terms of this License, the Town shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the issue, the Town shall notify Licensee in writing of the exact nature of the alleged noncompliance. Licensee shall have 30 days from receipt of the notice of violation: (A) to respond to the Town, contesting the assertion of noncompliance; (B) to cure such noncompliance; or (C) if, by the nature of the non-compliance, such non-compliance cannot reasonably be cured within the 30-day period, the Licensee shall have such additional time as may be necessary to perform or comply as long as the Licensee commences performance or compliance within such 30-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided, however, that no such Cure Period shall exceed 90 days, unless otherwise agreed to by the parties in writing. Failure to cure such non-compliance within the Cure Period shall cause the Licensee to be in material default of this License, at which time the Town may revoke the License, subject to the hearing process set forth in Section 17.3 below.

17.2 Liquidated Damages; Appeal. The Town and Licensee agree that for violations of this License, the Town may obtain liquidated damages pursuant to Section 16 above and Subsection 13-9(E) of the Cable Code and that the Licensee shall have all rights of appeal set forth in Subsection 13-9(F) of the Cable Code.

17.3 Hearing. If Licensee fails to respond to the notice described in Section 17.1 pursuant to the procedures set forth therein, or if the alleged default is not cured pursuant to Section 17.1 above, then the Town Manager shall schedule an administrative hearing in accordance with the procedures set forth in Subsection 13-9(F) of the Cable Code. The Town shall provide Licensee at least ten days' prior written notice of such hearing, which notice shall specify the time, place and purpose of any such hearing. At such hearing, Licensee shall be provided a full and fair opportunity to be heard. Within 15 days after the conclusion of such hearing, the Town Manager shall issue a determination, and his determination. If the Town Manager determines that the License should be revoked, he shall make a recommendation to the

Council, which shall consider the recommendation at a public hearing held in accordance with Section 13-10 of the Cable Code.

18. Effect of Expiration, Revocation, or Termination of License.

18.1 Continuity of Service. It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Licensee are honored. If this License expires or terminates, Licensee shall cooperate with the Town to ensure continuity of Cable Service to all Subscribers for a period not to exceed 120 days, or other such period as set forth in Subsection 13-10(D) of the Cable Code. During such period, Licensee shall be entitled to the revenues for operating the Cable System.

18.2 Other Services. Upon expiration, revocation, or termination of this License for any reason, Licensee shall have 180 days from the date of expiration, revocation, or termination to enter into good faith negotiations with the Town or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Licensee to continue using Licensee's facilities in the Public Streets for any lawful service other than Cable Service that Licensee may then provide over its facilities in the License Area.

18.3 Holding Over. In any circumstance whereby Licensee would continue to occupy the Public Streets after the expiration of this License, such holding over shall be deemed to operate as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the Town upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the Town.

19. Transfer.

19.1 Prior Consent.

A. Limitations. Except as otherwise set forth below, Licensee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Licensee, without the prior consent of the Town, in its sole discretion. No consent is required for (1) a transfer to an entity controlling, controlled by, or under common control with Licensee or (2) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in the License or Cable System in order to secure indebtedness.

B. Required Information. Within 30 days after receiving a request for consent to a transfer for which Town consent is required, the Town shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If the Town has not taken action on Licensee's request for transfer within 120 days after receiving such request, consent by the Town will be deemed given.

19.2 Grant, Rent, or Lease. As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Licensee in the normal course of providing

Cable Services or other services such as telecommunications and information service over the Cable System may grant, rent, or lease use of the Cable System to other Persons. Any use by such Persons shall be restricted to and consistent with such uses as Licensee or such Person is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, rent or lease by Licensee will, however, relieve Licensee of any requirement or obligation under this License as to its use of the Public Streets and any such grant, rent or lease shall require that such other Person comply with the applicable provisions of the Cable Code and this License as such use warrants. The grant, lease or rent shall expressly provide for the authority of the Town under applicable law to regulate the use provided by the grant, lease or rent (including but not limited to the authority to protect the public welfare, safety and health) and to enforce compliance with any applicable standards established by the Cable Code or this License.

20. Controlling Authorities

20.1 Local Ordinances. Licensee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations placed upon Licensee that are contained in this License. In the event of a conflict between any ordinance or Town Code provision and this License, the applicable Town Code provision (including the Cable Code) as it existed on the Effective Date of this License shall control. This License is granted subject to the Cable Code provisions in effect at the time the License is granted. In the event of a conflict between the terms of this License and other codes and ordinances of the Town, this License shall control. However, nothing in this License shall be deemed to waive the requirements of the other codes and ordinances of the Town regarding permits or manner of construction. The Town may amend the Cable Code at any time subsequent to the Effective Date of this License; provided however, that any amendment shall not act to change the terms of this License; provided further, however, that if the United States or the State of Arizona enact laws or regulations affecting this License then the Town and Licensee shall amend this License to conform to the revised law or regulation.

20.2 Federal and State Laws. This License is subject to and shall be governed by all requirements of the Cable Act, the Cable Statute and other federal and state laws and regulations governing cable communications. In a conflict between the terms and conditions of this License and federal or state law, the applicable federal and state law provisions shall control.

21. Licensee's Representations and Warranties

21.1 Authority. Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

21.2 Misrepresentation. Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

21.3 Attorneys. Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

22. Confidentiality

22.1 Protection of Confidential Information. To the fullest extent permitted by law, the Town agrees to treat on a confidential basis any Confidential Information disclosed by Licensee to the Town. The Town shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this License. The Town shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event less than reasonable care.

22.2 Disclosure to Representatives. Disclosure of Licensee's Confidential Information by the Town shall be limited to only those of its employees, representatives, or agents that have a need to know, and that are in a confidential relationship with the Town, who are informed by the Town of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Section.

22.3 Disclosure Required by Law. In the event that the Town becomes legally compelled to disclose any of the Confidential Information, the Town shall provide Licensee with prompt notice so that Licensee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that Licensee waives compliance with the provisions of this Section, the Town shall furnish only that portion of the Confidential Information that the Town is advised by opinion of counsel is legally required and the Town shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information by the Person to whom it is disclosed.

23. Miscellaneous

23.1 Filings. When not otherwise prescribed herein, all matters herein required to be filed with the Town shall be filed with the office of the Town Clerk.

23.2 Force Majeure. Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation or other circumstances that could not have been avoided through Licensee's exercise of reasonable care, prudence and diligence.

23.3 Severability. If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of

competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

23.4 Notices and Requests. Any notice or other communication required or permitted to be given under this License shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Kenneth W. Buchanan, Town Manager

With copy to: GUST ROSENFELD, P.L.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

To Licensee: Cox Communications Arizona, LLC
1550 West Deer Valley Road, Building C
Phoenix, Arizona 85027
Attn: Senior VP & GM

With a copy, to: Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, Georgia 30319
Attn: Legal Department

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

23.5 Governing Law; Venue. The provisions of this License are subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and are also subject to provisions in the Cable Statute and the Cable Code not in conflict with such federal law. In the event of any conflict between the provisions of this License and such state or federal law, the provisions of such state or federal law shall prevail. Proper venue is in the Superior Court of Arizona, Maricopa County, or the United States District Court for the District of Arizona.

23.6 Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

23.7 Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. This License hereby preempts and cancels any other license agreements granted by the Town that are acquired by Licensee through the purchase or acquisition of other Cable Systems and/or cable operators. Upon completion of an acquisition the terms of this License shall govern Licensee's newly acquired Cable System(s) or cable operation(s).

23.8 Bonds. Licensee shall comply with all requirements concerning construction bonds as set forth in the Cable Code.

23.9 Reports. Upon written request of Town Manager, Licensee shall provide to Town copies of any communications and reports submitted by Licensee to the FCC or any other Federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting construction or operation of the Cable System in the Town. Additionally, Licensee shall provide to Town regular reports, no less than quarterly, to establish Licensee's compliance with the provisions of the Cable Code and this License.

23.10 Laws and Regulations. Licensee shall keep fully informed and shall at all times during the performance of its duties under this License ensure that it and any Person for whom the Licensee is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

23.11 Amendments. This License may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Licensee.

23.12 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this License will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this License will promptly be amended in writing to make such insertion or correction.

23.13 Entire Agreement; Interpretation; Parol Evidence. This License represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this License are hereby revoked and superseded by this License. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this License. This License

shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the License. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this License.

23.14 Rights and Remedies. No provision in this License shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this License. The failure of the Town to insist upon the strict performance of any term or condition of this License or to exercise or delay the exercise of any right or remedy provided in this License, or by law, or the Town's acceptance of and payment for services, shall not release the Licensee from any responsibilities or obligations imposed by this License or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this License.

23.15 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued from the time of the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date.

“Town”

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 21, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

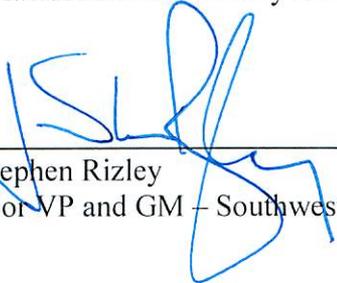


Janice E. Baxter
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Licensee”

COX COMMUNICATIONS ARIZONA, LLC
a Delaware limited liability company



J. Stephen Rizley
Senior VP and GM – Southwest Region

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 12, 2013,
by J. Stephen Rizley, as Senior VP and GM – Southwest Region of COX COMMUNICATIONS
ARIZONA, LLC, a Delaware limited liability company, on behalf of the company.



Notary Public in and for
the State of Arizona

(affix notary seal here)

4921011v2



September 30, 2018
My Commission Expires
Maricopa County
Notary Public, State of Arizona
KIM MONROE

