

EXHIBIT

D

Cox Proposal

License Agreement v 2.4

CABLE COMMUNICATION LICENSE AGREEMENT

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CABLE COMMUNICATION LICENSE AGREEMENT

WHEREAS, CoxCom, Inc. d/b/a Cox Communications Tucson (hereafter "Licensee"), has asked the City of Tucson, Arizona (hereafter "City"), to renew Licensee's nonexclusive license to provide cable television services within City.

WHEREAS, City has conducted proceedings in which Licensee has participated to identify the future cable-related needs and interests of the community; to consider the financial, technical, and legal qualifications of Licensee; and to determine whether Licensee's plans for constructing, maintaining and operating its System are reasonable; and

WHEREAS, based in part upon Licensee's representations and information, City has determined that, subject to the terms and conditions set forth herein, renewal of a nonexclusive license to Licensee is consistent with the public interest; and

WHEREAS, City is willing to renew such a nonexclusive license conditioned on Licensee's acceptance of the terms and conditions thereof; and

WHEREAS, Licensee is willing to accept the license subject to its terms and conditions and to abide by those terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

Except as otherwise provided herein, the definitions and provisions governing the interpretation of terms as contained in the Cable Ordinance shall govern this Agreement.

References to any City official or office also refer to any official or office that succeeds to any or all of the responsibilities of the named official or office. References to “laws” or “applicable laws” include federal, state, and local laws and regulations adopted pursuant to those laws; and unless otherwise stated, include laws now in effect, as the same may be amended from time to time, and new laws.

For purposes of this license, the following words, phrases, terms, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in present tense include the future, words in the plural include the singular, and words in the singular include the plural. “Shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

(a) Books and Records. To the extent permitted by law and this License Agreement, any recorded information relating to the Cable System, including, but not limited to, information regarding its construction, operation or repair, in whatever form stored, including, but not limited to, computerized records and programs, paper records, and video or audio-taped records necessary to ensure compliance with the terms of this license.

(b) Cable Act. Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

(c) Cable Ordinance. The City of Tucson Cable Code, Chapter 7A of the Tucson Code, as amended from time to time.

(d) Cable Service. (A) The one-way transmission to subscribers of (i) video programming or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System. A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 151, *et. seq.*, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of Title VI of the Cable Act; or (E) any facility of any electric utility used solely for operating its electric utility system.

(f) Construction, Operation, Maintenance or Repair. These and similar formulations of those terms refer to the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of

components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, excavation, tree trimming etc.

(g) City Manager. References to the City Manager include the City Manager, or any City employee designated by the City Manager to perform any of the City functions pursuant to this Agreement.

(h) Gross Revenue. As defined by Arizona law, A.R.S. § 9-505(6), under this Agreement, Gross Revenue means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the Licensee and that is derived from the Licensee's operation of its Cable System to provide Cable Service in the area of jurisdiction. Gross Revenue includes all revenue from charges for Cable Service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Cable Service, and any other receipts from subscribers derived from operating the Cable System to provide Cable Service, including receipts from forfeited deposits, sale or rental of equipment to provide Cable Service, late charges, interest and sale of program guides. Gross Revenue also includes all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the City. Gross Revenue does not include revenues from commercial advertising on the Cable System, the use or lease of studio facilities of the Cable System, the use or lease of leased access channels or bandwidth, the production

of video programming by the Licensee, the sale, exchange, use or cablecast of any programming by the Licensee in the area of jurisdiction, sales to the Licensee's subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

(i) License Agreement or Agreement. This contract and any amendments, exhibits, or appendices hereto.

(j) Licensee. Licensee means CoxCom, Inc., d/b/a Cox Communications Tucson and its lawful and permitted successors and assigns.

(k) Rights-of-Way. The term "Right(s)-of-Way" refers to City rights-of-way, alleys, roads, easements, and other City-owned property primarily dedicated to, designed for or actually and customarily used for vehicular or pedestrian travel or any easement the Licensee is authorized to use by federal law. It does not include City-owned real estate utilized primarily for any purpose other than vehicular or pedestrian travel. This exclusion includes without limitation, sidewalks, parking, and ingress/egress areas appurtenant to such other use.

(l) City. The City means the city of Tucson, Arizona.

(m) Service Area. Service Area refers to the corporate limits of the City and any areas hereinafter annexed.

2. Grant of Authority; Term Limits and Reservations.

(a) Grant of Authority, Term. City hereby grants to Licensee, subject to the terms and conditions of this Agreement and applicable law, the non-exclusive right, privilege, and authority to construct, operate, maintain, and repair a Cable System within the Service Area to provide Cable Services and other lawful communications services. The license shall remain in effect from the effective date of this grant for a period of ten (10) years, to and through August 31, 2017, unless otherwise terminated pursuant to the terms of this License Agreement. This Agreement shall be effective upon execution by both parties hereto. However, the Licensee's license to use Rights-of-Way shall only become effective when all payments and documents that are required prior to the effective date are provided (unless the City waives particular requirements).

(b) Scope of License. The license is intended to convey limited rights and interests only as to those Rights-of-Way in which City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Licensee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant. The license does not deprive City of any powers, rights, or privileges it now has or may later acquire in the future to use, perform work on, or to regulate the use of, and to control the Right-of-Way, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading or excavating. Unless an emergency situation exists, City shall provide Licensee fourteen (14) days advanced written notice of any excavating which is likely to damage Licensee's

lines and appurtenances so that Licensee may protect its lines and appurtenances from any City work.

(c) Exercise of Authority under License. This License Agreement only authorizes Licensee to provide Cable Service and other lawful communications services. Neither this Agreement nor the grant of the license shall be interpreted to prevent the City from imposing additional conditions consistent with applicable law, including additional compensation conditions for use of the Rights-of-Way should Licensee provide services other than Cable Services. However, this Agreement shall not be read as a concession by Licensee that it needs authorization to provide services other than Cable Services.

(d) License Not Exclusive. The right to use and occupy the Rights-of-Way is not exclusive and does not explicitly or implicitly preclude the issuance of other licenses to construct, operate, maintain or repair Cable Systems within City; or affect City's right to use or authorize the use of any of its Rights-of-Way or other property by other persons as City determines appropriate; or affect the City's right to authorize itself or to permit any other governmental entity to provide Cable Service.

(e) System Authorizations.

(1) In the event that the City authorizes or permits any person other than the Licensee to enter into the City's Rights-of-Way for the purpose of providing Cable Service or video programming service to any part of the Service Area, including without limitation by means of an "open video system" (as such term is defined in the Cable Act), the material provisions thereof shall be substantially similar to those contained herein, and the obligations imposed on the

Licensee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Licensee hereunder, in order to ensure that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law. The City is not required to undertake any litigation to secure Licensee's rights under this Section 2(e).

(2) This provision shall not apply to:

(A) Any cable operator whose territory is, after the effective date of this License Agreement, or has been prior to the effective date, annexed into the City. This exception only applies to the annexed territory for the current term of such operator's license.

(B) Any person who seeks a license to provide video service to any part of the City where Licensee is not providing video service, as of the date the person's application for a license is submitted to the City, provided that, in the case of new subdivisions where there are no dwelling units:

(i) Licensee was given notice and opportunity to serve the applied-for area; and

(ii) Licensee, by a time specified by the City, failed to agree to extend service to such area within 180 days.

(f) Construction of Agreement. The provisions of this Agreement shall be liberally construed to promote the public interest.

(g) Relation to Other Provisions of Law. This Agreement and all rights and privileges granted hereunder are subject to, and the Licensee must exercise all rights granted to it in accordance with applicable law. However, this Agreement is a contract,

subject only to the City's exercise of its police and other powers and applicable law. This Agreement does not confer rights or immunities upon the Licensee other than as expressly provided herein. The Licensee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, including the Cable Ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Licensee that are granted herein and are consistent with applicable federal and state law. Subject to the exercise of the City's police and other powers, in the case of any conflict between the express terms of this License Agreement and the express terms of any City ordinance, this License Agreement shall govern. Licensee does not waive its rights to challenge the lawfulness of a particular enactment, including on the grounds that a particular action is an unconstitutional impairment of contractual rights. The license issued and the license fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein or required by applicable law.

(h) Relation to Prior License. As of the effective date of this License Agreement, any license previously held by Licensee is superseded and of no further force and effect. Notwithstanding, Licensee promises to pay all amounts lawfully owed City and subscribers under its prior license for which claims are made within any applicable statute of limitations. Licensee hereby indemnifies and holds City harmless against any claims, damages, or costs arising as a result of Licensee's acts and omissions under the prior license.

(i) Effect of Grant. By granting this license, City acknowledges and agrees that it has the authority to issue this license and did so pursuant to processes and

