SECOND AMENDMENT TO

CITY OF MESA, ARIZONA

NONEXCLUSIVE, 2003 CABLE TELEVISION RENEWAL LICENSE

WITH COXCOM, INC.

WHEREAS, the City of Mesa ("City") and CoxCom, Inc., predecessor in interest to Cox Communications Arizona, LLC, a Delaware limited liability company ("Cox"), hereinafter "the Parties" entered into the "Nonexclusive, 2003 Cable Television Renewal License" ("License") effective October 19, 2003; and

WHEREAS, City and Cox subsequently agreed to amend that license via the First Amendment to the city of Mesa, Arizona Nonexclusive 2003 Cable Television Renewal License ("First License Amendment"), effective April 1, 2009; and

WHEREAS, the current License, as amended, is set to expire on October 19, 2018; and

WHEREAS, a change in state law (A.R.S. §9, Chapter 13) requires that local governments adopt a standard form of uniform video service license agreement by July 1, 2019, to take effect on or after January 1, 2020; and

WHEREAS, the Parties wish to extend the current License, thereby allowing the parties to continue to operate on the same terms and conditions as provided in the License until no later than March 15, 2020; and

WHEREAS, the Parties now mutually desire to amend the License in conformity with the foregoing.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the adequacy of which is accepted by the Parties as binding, the Parties hereby amend the License as follows:

1. Section 11.1 titled "Term" is amended by striking all language and replacing it with:

"For the purpose of providing continuity of authority, service and revenue pending implementation of A.R.S. §9, Chapter 13, the Term of this Renewal License shall be from the Effective Date until 11:59PM on March 15, 2020, or, if earlier, the effective date of City issuing a uniform video service license to Cox.

In all other respects under applicable law the License, as amended, remains unchanged.

The above amendments shall have an effective date of August , 2018.

This amendment document shall be referred to as the "Second Amendment to City of Mesa, Arizona Nonexclusive, 2003 Cable Television Renewal License with CoxCom, Inc." or, the shorter form "Second License Amendment."

By our respective signatures below, we hereby acknowledge that we have read and understand the terms of this "Second License Amendment" and sign this document as fully authorized representatives of our respective parties.

CITY OF MESA	* *	COX COMMUNICATIONS
		ARIZONA, LLC
Ву:		By: WWY
Printed		Printed name: John Wolfe
name:		name: John Wolfe
Its:		Its: Senior Vice President
Date:		Date: 9/21/18