

**CABLE TELEVISION LICENSE AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND LICENSEE**

City Contract No. [X]

This Cable Television License (“License”) issued by the City of Phoenix, an Arizona municipal corporation (“City”), to Google Fiber Arizona, LLC (“Licensee”), an Arizona limited liability company, is effective as of [X] on the following terms:

1. Definitions

Capitalized terms shall have the meanings given to them in the Phoenix City Code, Chapter 5 (“Cable Code”) unless such terms are defined otherwise herein. The following definitions shall apply for purposes of this License:

1.1 **Affiliate** means a company controlled by, under common control with or controlling Licensee.

1.2 **Cable Service** has the definition given to it in the Cable Code. For avoidance of doubt, Cable Service does not include any (a) video programming provided solely as part of and via a service that enables users to access content, information, electronic mail, messaging or other services offered over the public Internet, or (b) Internet access service.

1.3 **Facilities** means Licensee’s fiber optic network, including but not limited to Licensee’s plant, equipment, boxes, cabinets, wires, pipe, conduit, cable, fiber optic cable, pedestals, antenna, and other appurtenances.

1.4 **Gross Revenues** means “Gross revenues” as defined in Section 5-3 of the Cable Code but do not include “late charges” or late payment fees.

1.5 **PEG Channels** means the non-commercial public, educational and government channels provided by Licensee on the Cable System.

1.6 **Subscriber** means a customer lawfully receiving Licensee’s Cable Services.

2. Grant of Authority to Operate

2.1 The City hereby grants to the Licensee the authority and permission to engage in the business of operating a Cable System in the City, and for that purpose to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain Facilities and other property as may be necessary or appurtenant to the Cable System in, on, over, under, upon, across and along any Street and Public Way. Licensee also may use, operate and provide similar Facilities or properties rented, licensed or leased from other persons, firms or corporations, including but not limited to any public utility or other third party licensed or permitted to do business in the City, provided, however, that neither the Licensee nor the third party shall be relieved of any regulation or obligation as to its use of such Facilities in the Streets and Public Ways. The Licensee is

granted the right to provide Cable Service within the current incorporated boundaries of the City and any future annexations by the City.

2.2 Any privilege claimed under this License by Licensee in any Streets and Public Ways or other public property will be subordinate to any prior or subsequent lawful occupancy or use of the Streets and Public Ways by the City or any other governmental entity, will be subordinate to any prior lawful occupancy or use by any other person, and will be subordinate to any prior easements; however, nothing in this License extinguishes or otherwise interferes with property rights established independently of this License.

2.3 The grant of this License does not relieve Licensee of any obligation involved in obtaining pole space from any department of the City, utility company or from others maintaining poles in the Streets and Public Ways.

2.4 The City is authorized to grant this License for the construction, operation and maintenance of the Cable Systems within the City's boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its Streets and Public Ways, and by other City powers and authority, including A.R.S. § 9-505 *et seq.*, and Chapter 5 of Phoenix City Code.

3. Compliance with Applicable Laws and Regulations

3.1 Licensee and the City shall, throughout the term of the Agreement, comply with all applicable laws and regulations, unless such laws have been modified or waived by the terms of this License. The provisions of the Cable Code will apply unless the License waives or modifies the provisions pursuant to Section 5-4(b) of the Cable Code.

3.2 The following provisions of the Cable Code shall be modified as to Licensee as described herein:

3.2.1. With regard to Section 5-91, Licensee shall only be required to submit such application information as required by the City Manager.

3.2.2. Sections 5-36(A), (B), and (C) and 5-62 shall not apply to Licensee.

4. Reservation of Rights

4.1 If the United States or the State of Arizona enacts laws or regulations affecting this License, then City and Licensee will negotiate in good faith to amend this License to the extent required to conform this License to the new laws or regulations.

4.2 If a court of competent jurisdiction enters a final non-appealable order or judgment affecting this License, then the City and Licensee will amend the License as required to conform to the order or judgment.

5. Term and Termination

5.1 The term of this License shall be ten (10) years from the Effective Date (“Term”), unless terminated sooner as provided in this License. At the end of the Term, the License shall automatically extend for an additional five (5) years on the same terms and conditions (“Extension Term”) unless either party provides written notice of non-extension to the other party at least ninety (90) days prior to expiration of the Term.

5.2 At the end of the Term and any Extension Term, the City shall have the right, at its election, to (i) renew or extend the License (on the same or renegotiated terms and conditions) or (ii) decline to grant a renewed License. Prior to the expiration of the Term and any Extension Term (if applicable), Licensee shall have the right to request renewal or extension of this License. Licensee may terminate this License after providing written notice to City at least ninety (90) days prior to termination.

6. Transfers and Assignments

6.1 Section 5-8 of the Cable Code applies to transfer or assignment of License, except that Section 5-8(J) shall not apply. Section 5-8(B) is modified to require an initial response from the City within 30 days of receipt of the request for consent that is accompanied by the information required by the Cable Code.

6.2 Licensee will pay City for all actual, reasonable, and documented costs incurred by City due to any proposed sale, assignment, or transfer of the Cable System.

7. License Fees

7.1 Licensee will pay to the City a license fee (“License Fee”) in an amount equal to five percent (5%) of Licensee’s Gross Revenues from Cable Services during the term of this License. Section 5-20(F) of the Cable Code shall not apply.

7.2 Each License Fee payment will be accompanied by a written report containing a statement in summarized form of Licensee’s Gross Revenues and the computation of the payment amount. The City may initiate the audit authorized under Section 5-20(C) of the Cable Code not more than once every 3 years.

7.3 With respect to bundled services, Licensee will not allocate revenue between Cable Services subject to the License Fee and services not subject to the License Fee for the purpose of evading or reducing Licensee’s License Fee obligations to the City.

7.4 Licensee will bear the actual, reasonable and documented costs that are associated with damage caused to Streets and Public Ways by construction, maintenance and operation of its Facilities. Those costs may not be offset against the License Fee.

7.5 License Fees required by this License are in addition to any taxes that are of a general nature or other fees or charges which Licensee must pay to the City consistent with this License, or to any state or federal agency or authority, as required by this License or by law, all of which are separate and distinct obligations of Licensee.

7.6 Licensee will pay all construction permit, inspection, or other fees that are applicable to cable operators. Licensee may not offset any such fees against the License Fee.

8. PEG Channels

8.1 Provision of PEG Channels. Within a commercially reasonable period of time after Licensee begins providing Cable Service in the City, Licensee will provide on the Cable System, at no cost to the City, one (1) local government access channel to be used by local government officials and agencies (currently known as “PHX11”), one (1) educational access channel (currently known as “KNOW99”), and one (1) public safety channel if requested by the City in writing to the extent such channel exists. The City or its designee will be responsible for the operation of the PEG Channels. The City hereby consents to Licensee’s distribution of the educational access channel to Subscribers outside the City’s boundaries. In no event will Licensee be required to provide more PEG Channels than any other licensed Cable Service provider in the City.

8.2. Availability of PEG Channels. All PEG Channels will be available to all video Subscribers. Licensee shall include PEG Channel program listings on Licensee’s interactive guides and navigation features available on Licensee’s Cable System in a manner comparable to local broadcast channels, including ready availability to Subscribers through search functions.

8.3 Maintenance of Facilities and Equipment. The programming feeds for the PEG Channels will originate from the City’s existing studio or from any other single location as the City reasonably designates from time to time. Licensee will bear the costs and expenses necessary to provide, maintain and operate Facilities and equipment of the Cable System, including Facilities and equipment for signal carriage, processing, reformatting and interconnection to connect the Cable System, to transmit PEG Channels to Subscribers with the same prevailing quality, functionality and identification as other channels (including in HD, if the PEG Channels are provided in HD). Licensee will provide at no charge to the City prompt and regular periodic maintenance and replacement of any fiber, cables, amplifiers, and/or other applicable distribution equipment owned by Licensee and used for the PEG Channels. If Licensee makes changes to the Cable System that require improvements to the primary and/or secondary access facilities or equipment in order to permit the PEG Channel access equipment and facilities to continue to be used as they were intended under the terms of this License, then Licensee will, without charge or cost to the City, make such changes in either the equipment and facilities referred to in this Section or in the Licensee’s video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use. Licensee is not required to operate a local origination channel as described in Section 5-50 of the Cable Code.

8.4 Interconnection. The City hereby consents to reciprocal interconnection of its PEG Channels if Licensee chooses to interconnect with another provider for such purposes. All signals to be interconnected will comply with applicable Federal Communications Commission technical standards. Licensee is not required to interconnect with any other provider.

8.5 Subscriber Drop for City. Licensee shall provide, at its own expense and at no offset to the License Fee, a Subscriber drop at the primary programming feed location to allow the City to monitor the PEG transmissions.

9. Provision of Services

9.1 Access to Service. Licensee will not deny service, deny access, or otherwise discriminate on the availability, rates, terms or conditions of Cable Service provided to Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, disability, age, familial status, marital status, or status with regard to public assistance. Licensee shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Licensee shall not deny or discriminate against any group of actual or potential Subscribers in the City on access to or the rates, terms and conditions of Cable Service because of the income level or other demographics of the local area in which such group may be located. Licensee will use commercially reasonable efforts to ensure effective communication with all populations of the community. Requirements under this Section 9.1 are in lieu of complying with Section 5-37 of the Cable Code regarding public access to service.

9.2 Network Design. Nothing in Section 9.1 requires Licensee to build to all areas of the City. Licensee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which Subscribers may enroll for Cable Service, so long as such decisions are consistent with Section 9.1. Licensee intends to offer Cable Service to as much of the City as is economically feasible during the term of this License. The City acknowledges that Licensee's plans are subject to change due to uncertainties including fluctuating business and market conditions that could result in delay, deferment, or cancellation of the project. Licensee, at its sole discretion, may determine separately defined geographic areas where its System will be deployed, and the City will be available to consult with Licensee regarding the boundaries of the City's recognized neighborhood associations and the City's goals of equity and inclusion. Upon reasonable request, Licensee will meet or otherwise communicate with City officials to update its progress with respect to its efforts in expanding its services within the City.

9.3 Public Benefits. Licensee agrees to engage in initiatives designed to benefit the public based on an assessment of the particular needs of the community. Such initiatives may focus on increasing access to broadband services, improving digital literacy, and bridging the digital divide. Licensee further agrees to consult with the City in designing and implementing such initiatives. Nothing in this Section 9.3 shall modify, offset, or otherwise affect Licensee's obligation to pay License Fees as provided for in this License.

9.4 Customer Service Standards

9.4.1 In lieu of complying with customer service standards set forth in Section 5-27 of the Cable Code, and without exempting Licensee from applicable state and federal law, Licensee will instead maintain commercially reasonable systems and procedures for handling Subscriber complaints and customer service issues. Licensee shall make information available to its Subscribers regarding customer service and support channels and the submission of complaints and/or inquiries. Licensee will consult and establish a process for working with the City to address resident complaints that the City receives.

9.4.2. Licensee shall maintain a business office for Subscribers to address billing-related or service-related issues. The office shall be conveniently located and shall be open

during normal business hours Monday through Friday, and shall include evening and weekend hours to meet customers' needs.

9.4.3. Licensee will provide information to Subscribers regarding the availability of parental controls at the time of initial subscription and periodically thereafter.

10. Emergency Alert System

Licensee will comply with all applicable federal and state regulations regarding emergency alert messaging.

11. Confidentiality

11.1 The City agrees to treat as confidential any books or records that constitute proprietary or confidential information, to the extent Licensee makes the City aware of that confidentiality by marking the books or records "Confidential". If the City receives a request or demand from any person for disclosure of any information designated by the Licensee as "Confidential," the City will notify Licensee in accordance with Section 24 ("Notice").

11.2 The City may comply with the request or demand for confidential information unless Licensee provides the City a copy of a court order barring the disclosure of the requested confidential books or records within 10 calendar days of receiving the notice from the City.

11.3 The City will not initiate, support, represent, defend or be responsible for any legal action to prevent disclosure of Licensee's documents, nor will the City be liable for attorneys' fees or any other costs or expenses of any nature whatsoever in directly or indirectly asserting or directly or indirectly defending Licensee's right to keep any documents from public disclosure pursuant to Arizona Public Records Law.

12. Utility Locating System

Licensee and its contractors and subcontractors will comply with A.R.S. §§ 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center.

13. Construction Activity

13.1 During construction activities, all construction personnel must be clearly identified with and/or be able to provide the name and telephone number of Licensee or any pertinent subcontractor, and equipment must be clearly identified with the name and telephone number of Licensee or any subcontractor.

13.2 Licensee shall provide reasonable notice to residents prior to beginning scheduled construction activity adjacent to the residents' property in compliance with City's generally applicable City Code, regulations, and permit conditions.

14. Restoration of Property

14.1 When Licensee, its contractors or subcontractors cause any opening or alteration to be made for any purpose in any Streets and Public Ways, public places or property of third

parties, the opening or alteration must be restored promptly and in compliance with all applicable City Code, regulations, and permit conditions. All costs for restoration will be the responsibility of Licensee.

14.2 If Licensee fails to restore the property after a reasonable period of time, City will have the option, upon ten (10) days prior written notice to Licensee, to perform or cause to be performed such repairs or restoration and charge Licensee for the actual, reasonable, and documented costs incurred, including all administrative costs related to the work. Should Licensee fail to pay the City within forty-five (45) business days of the invoice for the costs, the City will be entitled to deduct the amount of the invoice from the on-demand or performance bond.

15. Reports

In lieu of the requirements of Sections 5-24 and 5-26 of the Cable Code, Licensee shall prepare and maintain any records or reports that are required of it by federal, state or local law. City shall have the right to obtain, in writing, copies of records and reports as appropriate and reasonable to determine whether Licensee is in compliance with this License. Licensee shall make available to City the requested reports or records in the formats in which they are customarily prepared by Licensee. Licensee may seek appropriate confidentiality protections for any information to be produced to City.

16. Indemnification; Release

Licensee indemnifies the City pursuant to section 5-19 of the Cable Code, except that Section 5-19(A)(4) shall not apply. Licensee, on its own behalf and on behalf of its successors and assigns, hereby releases and forever discharges the City from any and all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including, but not limited to, expenses for legal fees, whether or not suit is brought, and related disbursements and liabilities incurred or assumed by Licensee for any disputes arising out of a claim by any party other than the City or Licensee where damages or other relief is sought a) as a result of the City's grant of this License, or b) as a result of the renewal or nonrenewal of this License.

17. Insurance

17.1 Licensee shall maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies, which shall insure Licensee and provide primary coverage for the City, its officers, boards, commissions, agents and employees, against liability for loss or liability for bodily injury, personal or advertising injury, death, broad form property damage (both automobile and nonautomobile caused) or other damages for the entire term of this License.

17.2 The liability insurance requirements in Section 5-29 of the Cable Code apply except as modified by the following:

17.2.1 The Commercial General Liability policy or policies shall be issued by a company authorized to do business in the state and having an A.M. Best's rating of A-VII or better, with minimum combined single limits of liability coverage in the amount of five million dollars (\$5,000,000) per occurrence, and a general aggregate limit of five million dollars (\$5,000,000). Any substitute policy or policies shall comply with all of the provisions of this subsection. Licensee's commercial general liability policy shall contain a waiver of subrogation clause in favor of the City.

17.2.2 The Licensee shall carry workers' compensation and employer's liability insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of services pursuant to this License. Licensee's workers' compensation policy shall contain a waiver of subrogation clause in favor of the City.

17.2.3 If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$5 million per each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Licensee's work. Coverage shall be at least as broad as coverage Symbol 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001 0306, or any replacements thereof).

17.2.4 Licensee shall use commercially reasonable efforts to require contractors and subcontractors with which it has a direct contractual relationship, if any, that will be performing construction, operations and maintenance or other on-site work on its behalf (as applicable), to obtain and maintain the types of insurance listed in this License in amounts that are customary for contractors and subcontractors performing similar work and operations.

17.2.5 Sections 5-29(G) and (H) of the Cable Code shall not apply. In lieu of Section 5-29(F), Licensee shall provide notice of policy cancellation in accordance with policy provisions.

17.2.6 A certificate evidencing the insurance required by this License and listing the City as an additional insured shall be provided within thirty (30) days of the Effective Date of this License. The certificate shall be sent to the following address:

City of Phoenix  
Attn: Cable Administrator  
251 West Washington, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

18. Performance Bond & On-Demand Bond

18.1 In lieu of the requirements of Section 5-30 of the Cable Code, the following provisions shall apply. Within thirty (30) calendar days of the date City issues the first permit to Licensee for the purposes of constructing the Cable System, Licensee shall provide and maintain



a performance bond in favor of City in the sum of \$200,000.00 to ensure Licensee's faithful performance of its obligations imposed by this License.

18.2 The bond will be issued by a company authorized to do business in the State of Arizona, and found to be reasonably acceptable by the city attorney. A bond satisfying the requirements of this section will remain in effect for the entire term of this License.

18.3 To comply with Section 5-31 of the Cable Code, Licensee may substitute an on-demand bond or similar security instrument in the amount of \$40,000.00 and in a format reasonably acceptable to the City Attorney. In the event that the City collects or withdraws any funds from the bond, Licensee will amend the bond amount or provide a supplementary instrument to ensure that \$40,000.00 in funds are available.

19. Location of Licensee's Facilities/Mapping

19.1 Licensee shall keep accurate, complete and current maps and records of the Cable System and all Licensee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to City, as set forth below.

19.2 Licensee shall furnish "as-built" maps and records to City in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Licensee shall provide City copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Cable System facilities located within City and in no event later than ninety (90) days after construction (or reconstruction) and activation of any portion of the Cable System. Upon request by City in an Emergency, Licensee as soon as reasonably possible shall inform City of any changes from such maps and records previously supplied and shall mark up any maps provided by City so as to show the location of the Cable System. The "as built" maps shall include at a minimum all Cable System and facility routings and shall be drawn to scale.

19.3 If requested by the City, Licensee will provide route maps which are the as-built maps with only the following information removed: the number of lines, whether the lines are copper or fiber, and the nature of any electronics. Pads for pedestals and enclosures for equipment or pedestals will be shown on route maps.

20. Approval Required to Move Facilities; Emergency Exception

Except as authorized by this License, City Code, or in an Emergency, City shall not, without the prior written approval of Licensee, intentionally alter, remove, relocate or otherwise interfere with any portion of the Cable System. Any written approval required shall be promptly reviewed and processed by Licensee and approval shall not be unreasonably withheld.

21. Failure of City to Enforce License; No Waiver of the Terms Thereof

Licensee will not be excused from complying with any of the terms and conditions of this License by failure of the City on one or more occasions to insist upon or to seek compliance with any of its terms or conditions. No waiver by the City of a default by Licensee

in performance of any requirements of this License may be construed to be or act as a waiver of any subsequent default in performance of the same or any other requirement.

22. Remedies for Violation of Agreement

22.1 The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding of other City permits and authorizations until Licensee complies with the terms of this License or applicable law.

22.2 Such remedies are cumulative and may be pursued in the alternative.

22.3 Neither party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy. This limitation will not apply to any breach of obligations related to confidentiality.

23. Representations and Warranties

23.1 Licensee expressly acknowledges that upon accepting this License, it did so relying upon its own investigation and understanding of the power and authority of the City to grant this License.

23.2 Licensee acknowledges that it was not induced to enter into this License by any understanding or promise or other statement whether verbal or written by or on behalf of the City or by any third person concerning any term or condition not expressed in this License or in the City Code.

23.3 Licensee acknowledges that it has carefully read and accepts the terms and conditions of this License and the City Code.

23.4 Licensee represents and warrants that it has the power and authority to enter into this License 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.

23.5 Licensee represents and warrants that it accepts this License willingly without coercion, undue influence or duress, and that, so long as it operates the Cable System and the License remains in effect, Licensee will be bound by the License's terms and conditions.

24. Notice

Unless specifically directed otherwise by another section of this License, all notices which City may give to Licensee or which Licensee may give to City will be given in writing and either delivered in person, sent by electronic transmission, or by first class mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service and addressed as applicable below. Notices will be deemed effective upon receipt or in the case of a notice sent by mail, received one day after deposit in the U.S. mail.

To Licensee: Google Fiber Arizona, LLC

ATTN: General Manager  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Fax: (650) 253-0001  
Email: googlefibernotices@google.com

With a copy to: Google Fiber Inc.  
ATTN: Google Fiber Legal Department  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Email: legal-notices@google.com

To the City: City of Phoenix  
Attn: Cable Administrator  
251 West Washington, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

With copies to: City Attorney's Office  
Attn: City Attorney  
200 West Washington, 13<sup>th</sup> Floor  
Phoenix, AZ 85003

25. Force Majeure

With respect to the violation or noncompliance with any provision of this License that could potentially result in the imposition of a financial penalty, forfeiture or other sanction upon Licensee, the violation or noncompliance will be excused where the violation or noncompliance is the result of Acts of God, war, work stoppages, or similar events that were not reasonably foreseeable by Licensee and are beyond its reasonable control.

26. Continuity of Service Mandatory

If the License terminates, Licensee will cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. That period may be extended by mutual agreement between the City and Licensee. During that period, Licensee will be entitled to the revenues for operation the Cable System and will pay the applicable License Fee, and otherwise comply with the terms of this License as if it had not terminated.

27. Conflict of Interest

Licensee acknowledges that this License is subject to A.R.S. § 38-511.

28. Severability

If any section or provision of this License or any ordinance, regulation, law, or document incorporated by reference is held by a court of competent jurisdiction to be invalid, unconstitutional or unenforceable, that holding will be confined in its operation to the section or provision directly involved in the controversy that resulted in that holding and will not in any way

affect the validity of any other section or provision, and the parties will in good faith renegotiate that section or provision.

29. Remedies Not Exclusive.

The rights and remedies of City in this License will be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. City and Licensee understand and intend that all remedies will be cumulative to the maximum extent permitted by law and the exercise by City of any one or more remedies will not preclude the exercise by City, at the same or different times, of any other remedies for the same uncured event of default.

30. Governing Law

This License is subject to applicable federal law, as well as any Arizona law not in conflict with federal law. This License will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement must be instituted only in the state and federal courts located within Maricopa County, Arizona.

31. Amendments

This License may be modified only through a written amendment executed by authorized persons for both parties.

32. Signatures

The parties may execute this License in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this License agrees that either party may: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN), Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

33. Bankruptcy

This License shall be deemed to be an executory contract under the provisions of 11 U.S.C. § 365. The rights and privileges herein granted shall not be assignable or transferable in any bankruptcy proceedings, trusteeship, receivership or by operation of any law. In the event of such assignment or transfer, this License and the rights and privileges herein granted shall terminate and Licensee shall not sell, lease, assign or otherwise alienate the grant of any privilege hereunder without the prior approval of the City Council.

The parties have executed this License effective as of the first date above.

CITY OF PHOENIX, a municipal corporation  
Ed Zuercher, City Manager

By: \_\_\_\_\_

Date:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

ACCEPTED: GOOGLE FIBER ARIZONA, LLC

By:

Its:

Date: