



1550 W. Deer Valley Rd.  
Phoenix, AZ 85027

August 30, 2011

**VIA OVERNIGHT MAIL**

Michael Ortega, County Manager  
County of Cochise  
1415 Melody Lane  
Building B  
Bisbee, AZ 85603

Re: CoxCom, LLC – Cox Communications Arizona, LLC *Pro Forma* Reorganization

Dear Mr. Ortega:

CoxCom, LLC (“Cox”), a wholly-owned subsidiary of Cox Communications, Inc. (“CCI”) currently holds a license to own and operate a cable television system in the County of Cochise (the “License”). Cox recently established Cox Communications Arizona, LLC (“Arizona LLC”) as a wholly-owned subsidiary of Cox. Pursuant to an Assignment and Assumption of Licenses, dated August 30, 2011, and a Bill of Sale and Assignment of Assets, dated August 30, 2011, (collectively, the “Agreements”), Arizona LLC will acquire all Cox’s assets in the state of Arizona, including the License (the “Transaction”). The effective date of the assignment and transfer for each particular franchise, license, and asset under the Agreements is the later of December 31, 2011 or the date on which Cox has received all required consents to such assignments.

The Transaction is a *pro forma* corporate restructuring. The ownership or control of Cox and CCI, CCI’s interest in Cox, and Cox’s control over the cable system and License will be unchanged. The Transaction also will have no effect on the day-to-day operations of Cox’s cable systems, or the legal, financial, or technical qualifications of the licensee, which will continue under the same management. The Cox personnel who have been providing the highest quality cable television, high-speed Internet, and telephony services to the residents of your community will continue to serve them. Upon the effective date of the Transaction, Arizona LLC will be subject to, and commits to comply with, all of the terms and conditions of the License.

To the extent you believe your consent is required, we are enclosing for your review and consideration an original and two (2) copies of FCC Form 394, a confidential CD containing CCI’s audited 2010 Annual Financial Supplement, and all other information required by the

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License and applicable federal, state, and local law. For your convenience, we also have enclosed a draft Transfer Consent Resolution for your review. If you choose to grant your consent, we would very much appreciate your review and consideration of these materials, your adoption of the enclosed resolution at your earliest convenience, and the return of a copy to me.

Within the next few days, a Cox representative will be calling you to answer any questions that you may have regarding the FCC Form 394 or the Transfer Consent Resolution. We will, of course, cooperate in any way possible to assist you in this process.

All of us at Cox are looking forward to continuing to serve the residents of Cochise County. Thank you very much for your time and consideration of these matters. If you have any further questions, need any additional information, or if you would like to discuss the *pro forma* Transaction in greater detail, feel free to contact me directly at (623) 328-3250.

Sincerely,

A handwritten signature in black ink, appearing to read "Ivan D. Johnson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ivan D. Johnson  
Vice President, Public Affairs

Enclosures

**RESOLUTION NO. \_\_\_\_\_**

**TRANSFER CONSENT RESOLUTION**

**WHEREAS**, CoxCom, LLC (“Cox”) currently holds a license granted by the County of Cochise, Arizona (the “Community”) to own and operate a cable television system in the Community (the “License”); and

**WHEREAS**, Cox Communications Arizona, LLC (“Arizona LLC”) is a wholly-owned subsidiary of Cox; and

**WHEREAS**, Cox and Arizona LLC have entered into an Assignment and Assumption of Licenses and a Bill of Sale and Assignment of Assets (the “Agreements”) under which Arizona LLC will acquire all Cox’s assets in the state of Arizona, including the License (the “Transaction”); and

**WHEREAS**, Cox and Arizona LLC have submitted FCC Form 394 to the Community and have provided the Community with all other information regarding the Transaction required by applicable law (collectively, the “Application”); and

**WHEREAS**, Arizona LLC has agreed that it will be subject to, and has committed to comply with, all the terms and conditions of the License and applicable law; and

**WHEREAS**, the Community has reviewed the Application, examined the legal, financial, and technical qualifications of Arizona LLC, followed all required procedures to consider and act upon the Application; and

**WHEREAS**, the Community has determined that Arizona, LLC meets the legal, financial, and technical qualifications to become the Licensee under all federal, state, and local law, and that it is in the best interests of the Community and its residents to approve the Application.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Community hereby approves the Application and consents to the transfer of the License to Arizona LLC.
2. The Community hereby confirms that the License is valid and outstanding and in full force and effect on the date hereof.
3. Effective on the closing date of the Transaction, Arizona LLC shall become the licensee and shall be responsible for any obligations and liabilities under the License.

4. This Resolution shall take effect upon its adoption and publication in accordance with applicable law.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Name:

Title:

ATTEST:

**FCC 394**  
**APPLICATION FOR FRANCHISE AUTHORITY**  
**CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL**  
**OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

**SECTION I. GENERAL INFORMATION**

DATE <b>8/30/2011</b>	1. Community Unit Identification Number: <b>AZ0248 AZ0300 AZ0258</b> <b>AZ0280 AZ0060 AZ0251</b>
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2. Application for:       Assignment of Franchise       Transfer of Control

3. Franchising Authority: <b>County of Cochise, Arizona</b>	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: <b>Cochise County, Arizona</b>	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	<b>6/16/1998</b>
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	<b>12/31/2011</b>

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.  
**N/A**

**PART I – TRANSFEROR/ASSIGNOR**

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
<b>CoxCom, LLC</b>			
Assumed name used for doing business (if any)			
<b>Cox Communications Desert Valley</b>	<b>Cox Communications Tucson</b>	<b>Cox Business</b>	
<b>Cox Communications Phoenix</b>	<b>Cox Communications Sierra Vista</b>	<b>Cox</b>	
<b>Cox Communications Arizona</b>	<b>Cox Communications</b>	<b>Cox Business Services</b>	
Mailing street address or P.O. Box			
<b>1400 Lake Hearn Drive</b>			
City	State	ZIP Code	Telephone No. (include area code)
<b>Atlanta</b>	<b>GA</b>	<b>30319</b>	<b>(404) 843-5000</b>

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.  
**I.I.2.(a)**

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes     No

If No, explain in an Exhibit.

Exhibit No.  
**N/A**

PART II – TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
<b>Cox Communications Arizona, LLC</b>			
Assumed name used for doing business (if any)			
<b>Cox Communications Arizona</b>		<b>Cox Media Arizona</b>	
<b>Cox Business</b>			
<b>Cox Business Arizona</b>			
Mailing street address or P.O. Box			
<b>1400 Lake Hearn Drive</b>			
City	State	ZIP Code	Telephone No. (include area code)
<b>Atlanta</b>	<b>GA</b>	<b>30319</b>	<b>(404) 843-5000</b>

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
<b>Ivan D. Johnson</b>			
Firm or company name (if any)			
<b>Cox Communications Arizona, LLC</b>			
Mailing street address or P.O. Box			
<b>1550 West Deer Valley Road</b>			
City	State	ZIP Code	Telephone No. (include area code)
<b>Phoenix</b>	<b>Arizona</b>	<b>85027</b>	<b>(623) 328-3250</b>

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. <b>N/A</b>
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(d) Indicate the address where the system's records will be maintained.

Street address: <b>(Transferee/Assignee is not proposing to change the location of the system's records.)</b>		
<b>150 E. Wilcox Ave.</b>		
City	State	ZIP Code
<b>Sierra Vista</b>	<b>Arizona</b>	<b>85635</b>

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. <b>N/A</b>
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**SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:
	b. Date of formation:	
	c. For profit or not-for-profit:	

<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	

<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	d. Date of formation:
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Individual

Other. Describe in an Exhibit. Limited liability company.

Exhibit No. <b>II.1</b>
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2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully – the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.)
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	<b>Cox Communications Arizona, LLC (see above for address and other information)</b>	<b>CoxCom, LLC</b>
(b)	<b>U.S. Limited Liability Company</b>	<b>U.S. Limited Liability Company</b>
(c)	<b>Transferee</b>	<b>Sole Member of Cox Communications Arizona, LLC</b>
(d)	<b>N/A</b>	<b>100% ownership</b>
(e)	<b>N/A</b>	<b>1</b>
(f)	<b>N/A</b>	<b>100%</b>

(a)	<b>Patrick J. Esser 1400 Lake Hearn Drive Atlanta, GA 30319</b>
(b)	<b>United States</b>
(c)	<b>President, Member of Board of Directors, Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>J. Stephen Rizley 1550 W. Deer Valley Road Phoenix, AZ 85027</b>
(b)	<b>United States</b>
(c)	<b>Senior Vice President &amp; General Manager Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Mark F. Bowser 1400 Lake Hearn Drive Atlanta, GA 30319</b>
(b)	<b>United States</b>
(c)	<b>Vice President, Member of Board of Directors, Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Robin H. Sangston 1400 Lake Hearn Drive Atlanta, GA 30319</b>
(b)	<b>United States</b>
(c)	<b>Vice President, Member of Board of Directors, Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Susan W. Coker</b> <b>6205 Peachtree-Dunwoody Road</b> <b>Atlanta, GA 30328</b>
(b)	<b>United States</b>
(c)	<b>Vice President &amp; Treasurer</b> <b>Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Maria L. Friedman</b> <b>6205 Peachtree-Dunwoody Road</b> <b>Atlanta, GA 30328</b>
(b)	<b>United States</b>
(c)	<b>Vice President – Tax</b> <b>Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Kevin Moran</b> <b>1550 W. Deer Valley Road</b> <b>Phoenix, AZ 85027</b>
(b)	<b>United States</b>
(c)	<b>Vice President -- Human Resources</b> <b>Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Montie Pace</b> <b>1550 W. Deer Valley Road</b> <b>Phoenix, AZ 85027</b>
(b)	<b>United States</b>
(c)	<b>Vice President, Business Operations</b> <b>Cox Communications Arizona, LLC</b>
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Ivan D. Johnson</b> 1550 West Deer Valley Road Phoenix, AZ 85027
(b)	<b>United States</b>
(c)	<b>Vice President, Public Affairs</b> Cox Communications Arizona, LLC
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Lisa M. Lovallo</b> 1440 E. 15th Street Tucson, AZ 85719
(b)	<b>United States</b>
(c)	<b>Vice President &amp; System Manager, Tucson &amp; Southern Arizona</b> Cox Communications Arizona, LLC
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Shauna Sullivan Muhl</b> 1400 Lake Hearn Drive Atlanta, GA 30319
(b)	<b>United States</b>
(c)	<b>Secretary</b> Cox Communications Arizona, LLC
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

(a)	<b>Charles N. Bowen</b> 6205 Peachtree-Dunwoody Road Atlanta, GA 30328
(b)	<b>United States</b>
(c)	<b>Assistant Secretary</b> Cox Communications Arizona, LLC
(d)	<b>0</b>
(e)	<b>0</b>
(f)	<b>0</b>

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes  No

If the answer is No, explain in an Exhibit.

Exhibit No.  
**II.3**

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

Yes  No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.  
**N/A**

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

Yes  No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.  
**N/A**

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes  No

If Yes, provide particulars in an Exhibit.

Exhibit No.  
**N/A**

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes  No

If No, attach as an Exhibit a full explanation.

Exhibit No.  
**II.7**

### SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attached as an Exhibit are the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Yes  No

Exhibit No.  
**III.2**

### SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/ assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.  
**IV**

**SECTION V – CERTIFICATIONS**

Part 1 – Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

<p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>	<p>Signature</p> 
<p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.</p>	<p>Date</p> <p style="text-align: center;"><b>8/30/2011</b></p>
	<p>Print full name</p> <p style="text-align: center;"><b>Ivan D. Johnson</b> <b>Vice President, Public Affairs</b></p>
<p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual                  <input type="checkbox"/> General Partner                  <input checked="" type="checkbox"/> Corporate Officer                  <input type="checkbox"/> Other. Explain:         </p> <p style="text-align: center;">(Indicate Title)</p>	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

<p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>	<p>Signature</p> 
<p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.</p>	<p>Date</p> <p style="text-align: center;"><b>8/30/2011</b></p>
	<p>Print full name</p> <p style="text-align: center;"><b>Ivan D. Johnson</b> <b>Vice President, Public Affairs</b></p>
<p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual                  <input type="checkbox"/> General Partner                  <input checked="" type="checkbox"/> Corporate Officer                  <input type="checkbox"/> Other. Explain:         </p> <p style="text-align: center;">(Indicate Title)</p>	

## EXHIBIT I.I.2.(a)

### DESCRIPTION OF TRANSACTION

Attached are copies of: (i) an Assignment and Assumption of Licenses, dated August 30, 2011, by and between CoxCom, LLC, a Delaware limited liability company (“CoxCom”), and Cox Communications Arizona, LLC, a Delaware limited liability company (“Arizona LLC”); and (ii) a Bill of Sale and Assignment of Assets, dated August 30, 2011 by and between CoxCom and Arizona LLC (collectively, the “Agreements”). CoxCom, the current licensee, is a wholly-owned subsidiary of Cox Communications, Inc. (“CCI”) Pursuant to the Agreements, all CoxCom’s cable television franchises, licenses, state certificates, FCC licenses or authorizations, and associated operating tangible and intangible assets in the state of Arizona will be transferred to Arizona LLC, which will be a wholly-owned subsidiary of CoxCom. The transaction is a *pro forma* corporate restructuring. The ownership or control of CoxCom and CCI, CCI’s interest in CoxCom, and CoxCom’s control over the Arizona cable systems and other assets in the state of Arizona will remain unchanged. The transaction will have no impact on the day-to-day operations of the cable systems or the financial, legal, or technical qualifications of the licensee, which will continue under the same management.

Also attached are charts depicting the pre-assignment and post-assignment ownership structure of CCI and its subsidiaries.

The attached agreements demonstrate that Arizona LLC has committed to assuming the license, performing the duties set forth therein, and conforming its conduct to all applicable local, state, and federal laws. These commitments, as well as the experience and continuity of Arizona LLC’s management and engineering personnel demonstrated throughout this submission, confirm that the proposed transaction will not create any increased risk of nonperformance of the license or loss to the communities of bargained-for consideration and will have no negative impact on subscriber service or rates.

**ATTACHMENT 1**

**ASSIGNMENT AND ASSUMPTION OF LICENSES**

## ASSIGNMENT AND ASSUMPTION OF LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF LICENSES is made this 30th day of August 2011, by and between CoxCom, LLC, a Delaware limited liability company (“CoxCom”), and Cox Communications Arizona, LLC, a Delaware limited liability company (“Arizona LLC”).

### RECITALS:

- A. CoxCom owns all of the outstanding limited liability company membership interests of Arizona LLC.
- B. CoxCom owns those certain tangible and intangible assets used or useful in the operations of the cable television systems serving certain communities in Arizona (the “Transferred Systems”) pursuant to the cable television license agreements set forth in Attachment A hereto.
- C. CoxCom desires to transfer directly to Arizona LLC the Transferred Systems currently held by CoxCom.
- D. To that end, CoxCom desires to assign and transfer to Arizona LLC, and Arizona LLC desires to assume, the cable television license agreements and licenses in which CoxCom has an interest and which are related exclusively to the Transferred Systems.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the above recitals and the covenants and agreements contained herein, each of CoxCom and Arizona LLC, intending that Arizona LLC shall succeed to all the interests, rights, powers and obligations of CoxCom with respect to the Cable Licenses and the FCC Licenses (both terms as defined below) used or useful exclusively in the Transferred Systems, agrees as follows:

1. Assignment. As of the Effective Date (as defined herein), CoxCom hereby assigns and transfers to Arizona LLC all of CoxCom’s right, title, and interest in, and to, all those certain cable television license agreements including but not limited to those set forth in Attachment A (the “Cable Licenses”) and the Federal Communications Commission (“FCC”) licenses, permits, registrations, and authorizations including but not limited to those set forth in Attachment B hereto (the “FCC Licenses”) which such Cable Licenses and FCC Licenses are used or useful exclusively in connection with operation of the Transferred Systems as of December 31, 2011. For purposes of this Assignment and Assumption of Licenses, the Effective Date for the transfer of each particular Cable License or FCC License shall be the later of December 31, 2011 or the date on which CoxCom has received all necessary consents to such assignment, if any, and has otherwise complied with all transfer provisions of such consent. This assignment shall not release CoxCom from its obligations and liabilities under the terms of the Cable Licenses insofar as they relate to the time period prior to and including the Effective Date.

2. Assumption. As of the Effective Date, Arizona LLC hereby accepts all of CoxCom's right, title, and interest in, and to, the Cable Licenses and the FCC Licenses, and assumes and agrees to pay, satisfy, discharge and perform, all the obligations and liabilities of CoxCom arising during the time period after the Effective Date under the terms of the Cable Licenses and the FCC Licenses.

3. Authority to Assign. This Assignment and Assumption of Licenses is subject, with respect to each of the Cable Licenses, to terms set forth in any authorizations or consents of each respective issuing authority, and with respect to each of the FCC Licenses, to terms set forth in any respective FCC consents.

4. Entire Agreement. This Assignment and Assumption of Licenses constitutes the entire agreement among the parties pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties are expressly cancelled.

5. Governing Law. This Assignment and Assumption of Licenses shall be governed by the laws of the State of Delaware (but not the laws pertaining to choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

6. Severability. Any provision of this Assignment and Assumption of Licenses that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition of unenforceability in any jurisdiction shall (to the extent permitted by applicable law) not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any party, the parties shall negotiate in good faith to modify this Assignment and Assumption of Licenses so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby and by this Assignment and Assumption of Licenses are fulfilled and consummated to the maximum extent possible.

7. Counterparts. This Assignment and Assumption of Licenses may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. In addition, this Assignment and Assumption of Licenses may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or signature page shall be deemed to be a signature to, and may be appended to, any other counterpart.

8. Other Provisions. This Assignment and Assumption of Licenses shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The headings herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Assignment and Assumption Licenses.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Licenses to be executed on the date first written above.

COXCOM, LLC

By:   
\_\_\_\_\_  
Shauna Sullivan Muhl  
Secretary

COX COMMUNICATIONS ARIZONA, LLC

By:   
\_\_\_\_\_  
Shauna Sullivan Muhl  
Secretary

Attachment A

Cable Licenses:

1. City of Avondale, Code of Ordinances, Chapter 4.5, License Agreement, dated March 1, 2002.
2. City of Benson, Ordinance No. 151, License Agreement, dated December 4, 2000.
3. Town of Buckeye, Ordinance No. 19-94, License Agreement, dated February 1, 2011.
4. Town of Carefree, Ordinance No. 2003-01, License Agreement, dated February 4, 2003.
5. City of Casa Grande, Adopting Resolution Number 3291, License Agreement Contract Number 503-5, dated May 22, 2003.
6. Town of Cave Creek, Code of Ordinances, Chapter 113, License Agreement Ordinance Number 2010-07, dated October 18, 2010.
7. City of Chandler, Code of Ordinances, Chapter 46, License Agreement, dated May 16, 1995 (Currently operating under state law).
8. County of Cochise, License Agreement, dated August 2, 1999.
9. City of Coolidge, Code of Ordinances, Chapter 8-7, License Agreement, dated January 11, 2011.
10. David-Monahan Air Force Base, License USAF-ACC-FBNV-03-05-002, Supplemental 1, dated May 1, 2010.
11. City of Douglas, Code of Ordinances 5.12, License Agreement, dated April 20, 2006.
12. City of El Mirage, Code of Ordinances Title 11, Chapter 112, License Agreement, dated June 26, 2003.
13. Town of Florence, Code of Ordinances Title 11, Chapter 118, License Ordinance No. 391-05, dated July 26, 2005.
14. Fort Huachuca, Contract No. W9124A-11-C-0001, dated December 1, 2010.
15. Town of Fountain Hills, Code of Ordinances Article 13, License Agreement, dated May 1, 2007.
16. Town of Gila Bend, License Agreement Ordinance Number 00-09, dated July 1, 1999.
17. Town of Gilbert, Code of Ordinances, Chapter 18, License Agreement, dated January 26, 1999.
18. City of Glendale, Code of Ordinances, Chapter 10, License Agreement Number C-2190A, dated January 7, 1999.
19. City of Goodyear, Code of Ordinances, Chapter 17, License Agreement, dated December 14, 1994.
20. Town of Guadalupe, Code of Ordinances, Chapter 16, License Agreement, dated September 25, 2003.
21. Town of Huachuca City, License Agreement, dated January 14, 1999.
22. City of Litchfield Park, Code of Ordinances, Chapter 16, License Agreement, dated September 15, 2004.
23. Luke Air Force Base, License USAF/AETC-LUK-3-03-009 Supplemental Agreement No. 1, dated January 1, 2009.
24. County of Maricopa, Ordinance No. P-15, License Agreement No. C-41-07-010-1-00, dated April 4, 2007.
25. City of Mesa, Code of Ordinances Title 9, Chapter 7, License Agreement Ordinance Number 4939 (As Amended), dated October 19, 2003.
26. Town of Paradise Valley, Code of Ordinances, Chapter 14, License Agreement, dated December 31, 2007.
27. Town of Patagonia, Code of Ordinances, Article 8-3, License Agreement, dated April 15, 2004.
28. City of Peoria, Code of Ordinances, Chapter 6, License Agreement, dated July 1, 2010.
29. County of Pima, Code of Ordinances, Title 5, Chapter 5.04, License Agreement Contract Number 12-14-C-141166-0798, dated July 14, 2008.
30. County of Pinal, Ordinance Number 72087-CT, License Agreement Resolution Number 043003-CA, dated April 30, 2003.
31. City of Phoenix, Code of Ordinances, Part 2, Chapter 5, License Agreement Number 68788, dated January 1, 2006.
32. Town of Queen Creek, Code of Ordinances, Chapter 17, License Agreement, dated April 4, 2001.
33. Town of Sahuarita, Code of Ordinances, Chapter 12, License Agreement Resolution Number 2000-23, dated July 1, 1998.
34. City of Scottsdale, Code of Ordinances, Chapter 7, License Agreement Contract Number 2007-004-COS (Resolution No. 7110), dated June 30, 2007.
35. City of Sierra Vista, License Agreement Resolution Number 2006-164, dated November 9, 2006.

36. City of South Tucson, License Agreement, dated June 8, 1998.
37. SRP Indian Community, Community Constitution Article 7, Section 1(d), License Agreement Res. No. SR-1781-98, dated November 1, 1997.
38. City of Surprise, Code of Ordinances, Chapter 50, Article 2, License Agreement, dated September 1, 1999.
39. City of Tempe, Code of Ordinances, Chapter 31A, License Agreement Contact Number C97-92(D), dated June 30, 2007.
40. City of Tolleson, Code of Ordinances, Chapter 15, License Agreement, dated October 22, 2001.
41. City of Tombstone, Code of Ordinances, Title 8, Chapter 6, License Agreement, dated May 8, 2007.
42. City of Tucson, Code of Ordinances, Part 2, Chapter 7A, License Agreement Resolution Number 20650, dated June 30, 2007.
43. Town of Wickenburg, Code of Ordinances, Chapter 19, License Agreement, dated September 29, 2008.
44. City of Willcox, License Agreement Ordinance Number NS193, dated December 10, 1996.
45. County of Yavapai, Resolution No. 1703, License Agreement, dated January 5, 2009.
46. Town of Youngtown, Code of Ordinances, Title 20, License Agreement, dated March 18, 2010.

Attachment B

FCC Licenses, Permits, and Authorizations:

## COX ARIZONA FCC AUTHORIZATIONS

<b>Call Sign</b>	<b>Type</b>	<b>Location</b>
KD-55036	CARS	Tucson
WCP-697	CARS	Texas Canyon
WGS-894	CARS	Sierra Vista
KQW859	Business Radio	Fort Huachuca
WRY784	Business Radio	Douglas
WSO382	Business Radio	Green Valley
E000328	TVRO	Tucson
E010243	TVRO	Patagonia
E7001	TVRO	Santa Rita
E7035	TVRO	Sierra Vista
E7070	TVRO	Douglas
E940485	TVRO	Roadrunner
KL75	TVRO	Douglas
1230294	Tower Registration	Fort Huachuca
1230296	Tower Registration	Sierra Vista
1003399	Tower Registration	Fort Huachuca

**ATTACHMENT 2**

BILL OF SALE AND ASSIGNMENT OF ASSETS

## BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS (this "Agreement") is made this 30th day of August, 2011, by and between CoxCom, LLC, a Delaware limited liability company ("CoxCom") and Cox Communications Arizona, LLC, a Delaware limited liability company ("Arizona LLC").

WHEREAS, CoxCom owns all of the outstanding limited liability company membership interests of Arizona LLC;

WHEREAS, CoxCom owns those certain cable television systems providing service to the communities in and around those municipalities set forth in Attachment A (the "Arizona Systems"); and

WHEREAS, CoxCom desires to assign and transfer to Arizona LLC all of CoxCom's right, title, and interest in, and to, the Arizona Systems, and any liabilities related thereto, or arising therefrom, other than contracts, licenses and Federal Communications Commission ("FCC") licenses which are assigned and assumed under the Assignment and Assumption of Contracts and the Assignment and Assumption of Licenses between the parties hereto, as a contribution to capital of Arizona LLC by CoxCom.

NOW THEREFORE, for valuable consideration paid to CoxCom, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date (defined below), CoxCom by these presents does assign, transfer, convey, and deliver unto Arizona LLC, its successors and assigns, as a contribution to capital of Arizona LLC by CoxCom, and Arizona LLC does hereby accept, all of CoxCom's right, title, and interest in, and to, all of the tangible and intangible assets used or useful in the operation of the Arizona Systems as of December 31, 2011, other than contracts, licenses and FCC licenses which are assigned and assumed under the Assignment and Assumption of Contracts and the Assignment and Assumption of Licenses between the parties hereto (the "Assets"), wherever such Assets are located, and whether or not any of such Assets has any value for accounting purposes or is currently carried or reflected or specifically referred to in CoxCom's and Arizona LLC's books and financial statements. For purposes of this Bill of Sale and Assignment of Assets, the Effective Date for the transfer of each particular Asset shall be the later of December 31, 2011 or the date on which CoxCom has received all necessary consents to such assignment, if any. This assignment shall not release CoxCom from its obligations and liabilities related to, or arising from, the Assets insofar as they relate to the time period prior to and including the Effective Date.

2. Further Assurances. Each of the parties agrees that upon request of either party, at any time and from time to time, each of the parties will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested to evidence further the assignment and acceptance of the Assets.

3. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties are expressly cancelled.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (but not the laws pertaining to choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

5. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition of unenforceability in any jurisdiction shall (to the extent permitted by applicable law) not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any party, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby and by this Agreement are fulfilled and consummated to the maximum extent possible.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. In addition, this Agreement may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or signature page shall be deemed to be a signature to, and may be appended to, any other counterpart.

7. Other Provisions. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The headings herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment of Assets to be duly executed on the date first written above.

COXCOM, LLC

By:   
\_\_\_\_\_  
Shauna Sullivan Muhl  
Secretary

COX COMMUNICATIONS ARIZONA, LLC

By:   
\_\_\_\_\_  
Shauna Sullivan Muhl  
Secretary

Attachment A

## AZ Licenses

1. City of Avondale
2. City of Benson
3. Town of Buckeye
4. Town of Carefree
5. City of Casa Grande
6. Town of Cave Creek
7. City of Chandler
8. County of Cochise
9. City of Coolidge
10. David-Monthan Air Force Base
11. City of Douglas
12. City of El Mirage
13. Town of Florence
14. Fort Huachuca
15. Town of Fountain Hills
16. Town of Gila Bend
17. Town of Gilbert
18. City of Glendale
19. City of Goodyear
20. Town of Guadalupe
21. Town of Huachuca City
22. City of Litchfield Park
23. Luke Air Force Base
24. County of Maricopa
25. City of Mesa
26. Town of Paradise Valley
27. Town of Patagonia
28. City of Peoria
29. County of Pima
30. County of Pinal
31. City of Phoenix
32. Town of Queen Creek
33. Town of Sahuarita
34. City of Scottsdale
35. City of Sierra Vista
36. City of South Tucson
37. SRP Indian Community
38. City of Surprise
39. City of Tempe
40. City of Tolleson
41. City of Tombstone
42. City of Tucson
43. Town of Wickenburg
44. City of Willcox
45. County of Yavapai
46. Town of Youngtown

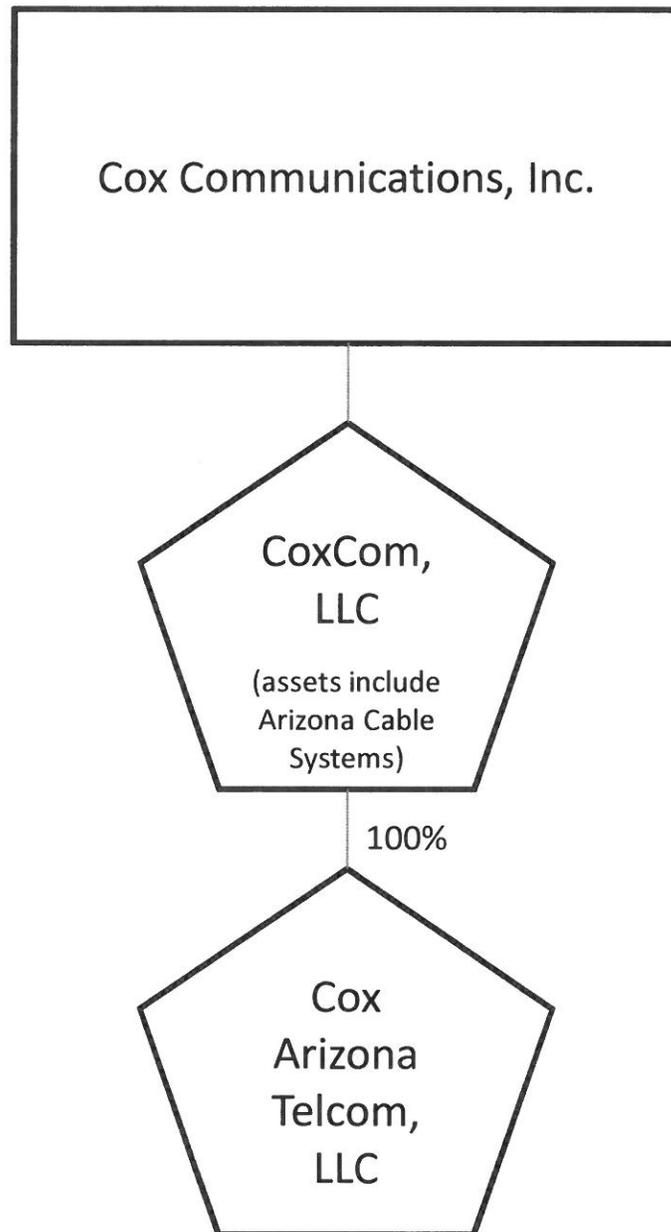
## ATTACHMENT 3

CHART DEPICTING PRE- AND POST-ASSIGNMENT OWNERSHIP STRUCTURE

# Cox Arizona Cable System Restructuring

Current structure:

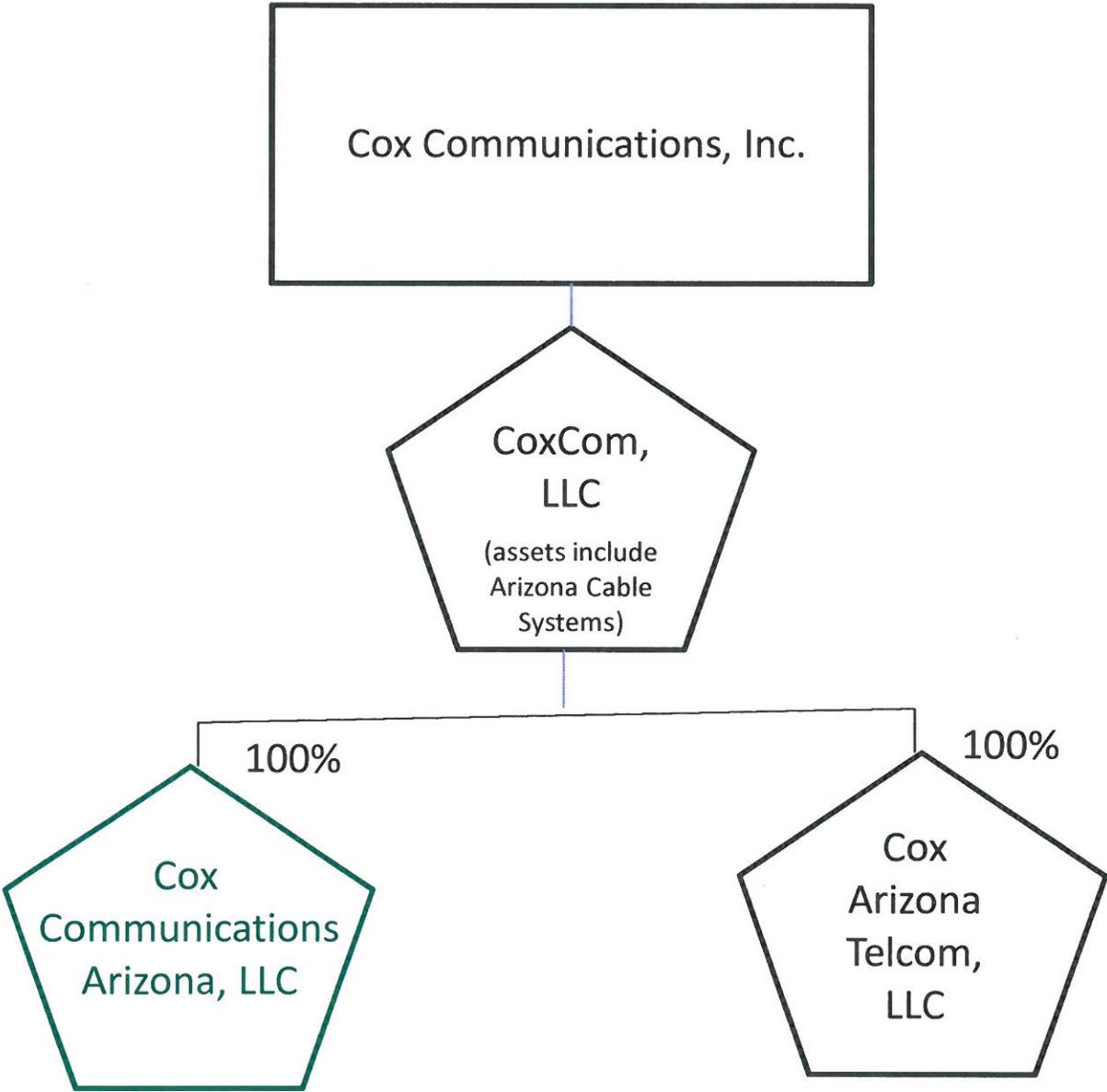
CoxCom, Inc. converted to a limited liability company on June 30, 2011.



# Cox Arizona Cable System Restructuring

Step 1:

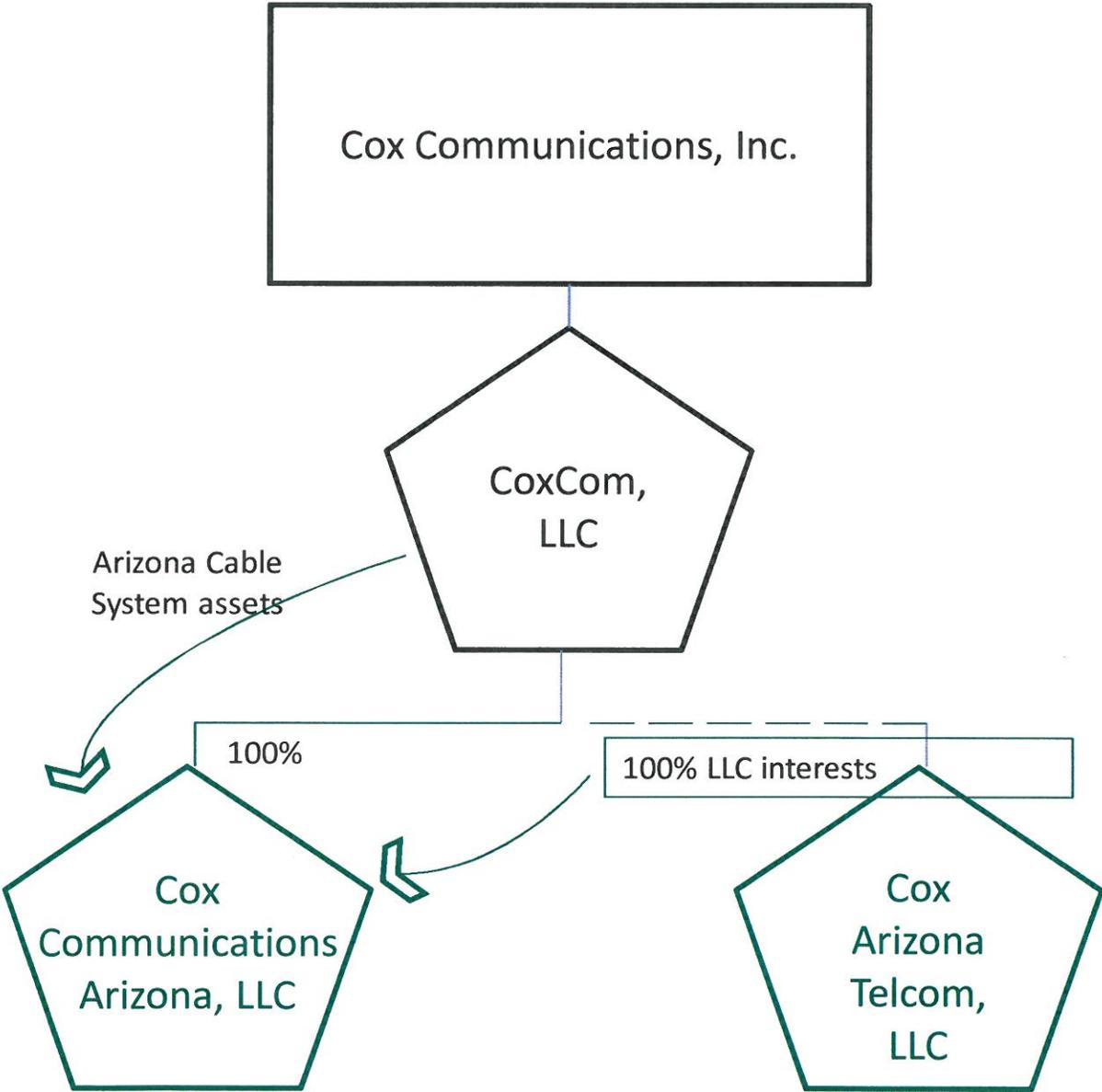
CoxCom, LLC forms a new wholly-owned subsidiary limited liability company, Cox Communications Arizona, LLC.



# Cox Arizona Cable System Restructuring

Step 2:

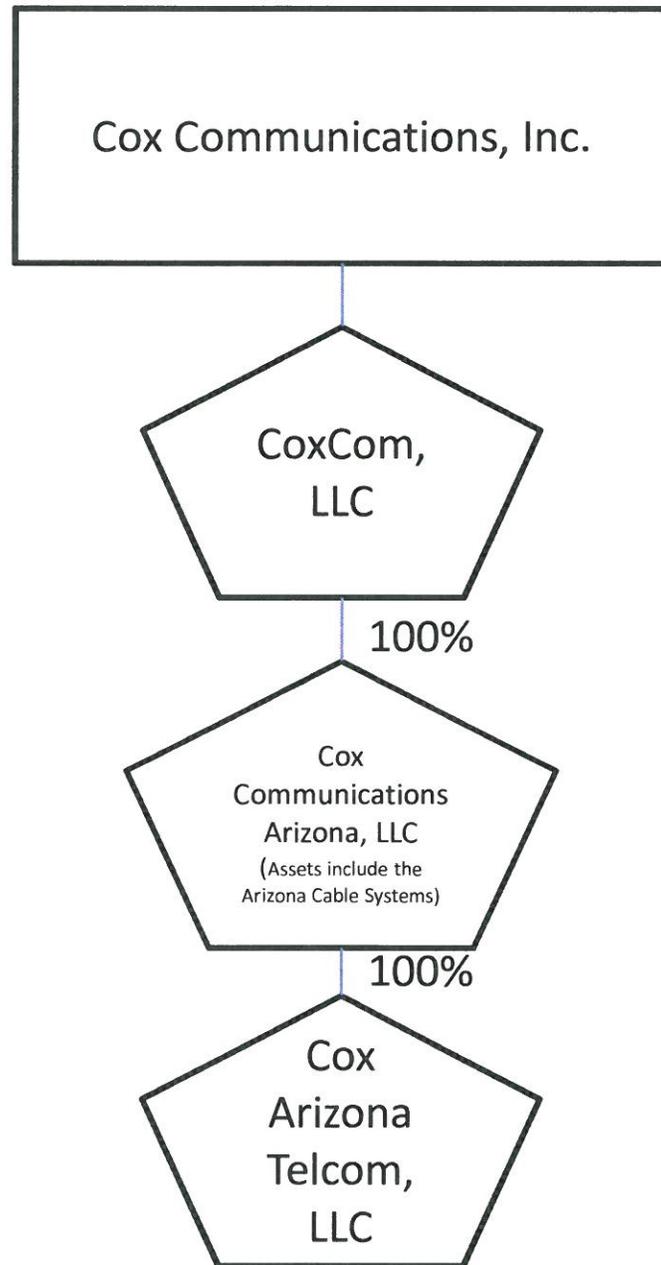
CoxCom, LLC contributes the Arizona Cable Systems and 100% of the LLC interests in Cox Arizona Telcom, LLC to its wholly-owned subsidiary, Cox Communications Arizona, LLC.



# Cox Arizona Cable System Restructuring

## Final Structure:

CoxCom, LLC owns 100% of Cox Communications Arizona, LLC, which owns the Arizona Cable Systems and 100% of Cox Arizona Telcom, LLC



## **EXHIBIT II.1**

### **TRANSFeree'S LEGAL QUALIFICATIONS**

Cox Communications Arizona, LLC ("Arizona LLC") is a limited liability company formed under the laws of the state of Delaware on August 12, 2011. Attachment 1 is a copy of Arizona LLC's certificate of formation. Arizona LLC's principal office is located at 1400 Lake Hearn Drive, Atlanta Georgia 30319, and its registered office is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. Arizona LLC's statutory agent in Arizona is Corporation Service Company, 2338 West Royal Palm Road, Suite J, Phoenix, Arizona 85021.

**ATTACHMENT 1**

CERTIFICATE OF FORMATION FOR COX COMMUNICATIONS ARIZONA, LLC

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "COX COMMUNICATIONS ARIZONA, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF AUGUST, A.D. 2011, AT 5:18 O'CLOCK P.M.



5024349 8100

110917700

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8969405

DATE: 08-15-11

CERTIFICATE OF FORMATION  
LIMITED LIABILITY COMPANY  
COX COMMUNICATIONS ARIZONA, LLC

FIRST. The name of the limited liability company is:  
Cox Communications Arizona, LLC

SECOND. Its registered office in the State of Delaware is to be located  
at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle,  
19808. The registered agent in charge thereof is Corporation Service Company.

THIRD. The limited liability company is to have perpetual  
existence.

FOURTH. The name and mailing address of the authorized person(s)  
is as follows:

Joan L. Como  
Cox Enterprises, Inc.  
6205 Peachtree Dunwoody Road  
Atlanta, Georgia 30328

FIFTH. **In Witness Whereof**, the undersigned has executed this  
Certificate of Formation this 12<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Joan L. Como  
Authorized Person

## **EXHIBIT II.3**

### **QUALIFICATION TO CONDUCT BUSINESS IN ARIZONA**

Cox Communications Arizona, LLC (“Arizona LLC”) was formed under the laws of the state of Delaware. On August 23, 2011, Arizona LLC filed with the Arizona Corporation Commission an Application for Registration of a Foreign Limited Liability Company pursuant to Arizona Revised Statutes § 29-802.

## **EXHIBIT II.7**

### **NO STOCK PLEDGE OR SECURITY AGREEMENTS**

There are no documents, instruments, agreements, or understandings for the pledge of stock of the transferee as security for loans or contractual performance.

## **EXHIBIT III.2**

### **TRANSFeree/ASSIGNEE'S FINANCIAL QUALIFICATIONS**

The Transferee, Cox Communications Arizona, LLC, will be a wholly-owned subsidiary of CoxCom, LLC, which itself is a wholly-owned subsidiary of Cox Communications, Inc. ("CCI"). Confidential Financial information for CCI is included on the CD submitted with this Form 394.

The attached audited 2010 Annual Financial Supplement for CCI includes, among other things, consolidated financial statements for the years ending December 31, 2008, 2009, and 2010, balance sheets, statements of operations, equity, and cash flows, and an independent auditor's report. The confidential 2010 Annual Financial Supplement demonstrates the financial capabilities of Cox Communications Arizona, LLC, and CCI, which is a privately held company, uses it to demonstrate its financial capabilities to prospective investors and lenders.

**ATTACHMENT 1**

COX COMMUNICATIONS, INC. 2010 AUDITED FINANCIAL STATEMENT

**CONFIDENTIAL**

## EXHIBIT IV

### TRANSFeree/ASSIGNEE'S TECHNICAL QUALIFICATIONS, EXPERIENCE, AND EXPERTISE IN OPERATING CABLESYSTEMS

Cox Communications Arizona, LLC ("Arizona LLC") is a wholly-owned subsidiary of the current licensee, CoxCom, LLC ("Cox"), which itself is a wholly-owned subsidiary of Cox Communications, Inc. ("CCI"). CCI is the third largest cable television operator in the United States, and is one of the most experienced and technologically advanced operators anywhere. CCI always has been a pioneer in the cable television business, has been providing cable service to communities across the county for more that forty years, and has invested billions of dollars in recent years to rebuild and upgrade its cable systems and related equipment to state-of-the-art facilities. CCI and its local affiliates serve more than 6.3 million customers in 450 franchise areas in 18 states across the country.

Through an advanced, hybrid fiber-coax system, Arizona LLC will continue offering the same advanced video services that Cox currently provides and has been providing in Arizona for the past sixteen years — including, *e.g.*, hundreds of channels of video programming, digital cable, video-on-demand, high-definition television, and digital video recorders — as well as high-speed broadband Internet access, and Voice over Internet Protocol telephony services. Arizona LLC will be the new local operating affiliate for Cox and CCI, which are companies whose technical experience and expertise are beyond question.

Arizona LLC will become the licensee and system operator for the Arizona cable systems that Cox currently operates and that serve the following communities:

City of Avondale	City of Surprise	Town of Carefree
City of Benson	City of Tempe	Town of Cave Creek
City of Casa Grande	City of Tolleson	Town of Florence
City of Chandler	City of Tombstone	Town of Fountain Hills
City of Coolidge	City of Tucson	Town of Gila Bend
City of Douglas	City of Willcox	Town of Gilbert
City of El Mirage	County of Cochise	Town of Guadalupe
City of Glendale	County of Maricopa	Town of Huachuca City
City of Goodyear	County of Pima	Town of Paradise Valley
City of Litchfield Park	County of Pinal	Town of Patagonia
City of Mesa	County of Yavapai	Town of Queen Creek
City of Peoria	Davis-Monthan Air Force Base	Town of Sahuarita
City of Phoenix	Fort Huachuca	Town of Wickenburg
City of Scottsdale	Luke AFB	Town of Youngtown
City of Sierra Vista	SRP Indian Community	
City of South Tucson	Town of Buckeye	

No system, operational or personnel changes are contemplated as a result of the assignment of the license from Cox to Arizona LLC. Since Cox's acquisition of the majority of its Arizona operations in 1995 and up through the acquisition of its Pinal County system in 2006,

the company's management structure has remained largely unchanged, excepting normal attrition. Following this internal reorganization of Cox, the same senior and middle management teams and employee craft base that has managed Cox's Arizona systems for the past sixteen years will continue in place with no operational modifications anticipated. Cox's current senior management team charged with state-wide responsibilities include:

Steve Rizley – Senior Vice President and General Manager – Arizona  
Holly Capps – Vice President, Cox Media – Arizona  
John Dossey – Vice President, Field Operations – Arizona  
Jerry Gallegos – Vice President, Residential Sales – Arizona  
Ivan Johnson – Vice President, Public Affairs  
Lisa Lovallo – Vice President and Area Manager – Tucson  
Kevin Moran – Vice President, Human Resources – Arizona  
Josh Nelson – Vice President, Information and Network Technology – Arizona  
Montie Pace – Vice President, Business Operations – Arizona  
Brian Rudolph – Vice President, Network Operations – Arizona  
Lee Scanzano – Vice President, Customer Care Operations – Arizona  
Hyman Sukiennik – Vice President, Cox Business – Arizona  
Janet West – Vice President, Marketing - Arizona

From a technical standpoint, the Arizona cable systems will continue to be engineered, maintained, and managed by a veteran team of engineers, led by Network Operations Vice President Brian Rudolph and his team of department directors, John Dolezal, Ron Wells and Bill Salk. These individuals began their careers in field and engineering positions and have many cumulative years of hands-on knowledge of telecommunications and cable television technologies. Each also has extensive knowledge of the industry's associated financial, business, and personnel management principles and practices. Arizona LLC will inherit the same high level of technical qualification, experience, and expertise that Cox has relied upon for years to offer its Arizona customers the highest possible quality cable television services.