

- (e) all Intellectual Property of Seller and its Affiliates and licenses thereto (including, without limitation, any use of the name "US Cable" or any derivations thereof), all rights and licenses to Software (other than, to the extent transferable to Buyer, Software that has been installed on any personal computers included in the Fixtures and Equipment), Uniform Resource Locators (URLs) and all internet protocol addresses;
- (f) all Benefit Plans and rights in connection with and assets of the Benefit Plans;
- (g) all rights of Seller under this Agreement and the Ancillary Agreements;
- (h) all insurance policies and rights thereunder and all insurance proceeds that Seller or any of its Affiliates are entitled to receive;
- (i) all stocks, certificates of deposit and similar investments, bonds, guaranties in lieu of bonds, letters of credit and similar instruments obtained or held by Seller or any of its Affiliates, and all rights relating thereto;
- (j) all invoices, purchase orders and other preprinted business forms containing any Trademark, subject to Section 5.6;
- (k) all credits in favor of Seller and prepaid expenses and deposits made or paid by Seller, in each case, to the extent related to any asset that is not a Transferred Asset or to the extent they are not reflected in an upward adjustment to the Purchase Price pursuant to Section 2.5(a)(i);
- (l) all cash, checks, drafts, cash equivalents, bank deposits and short-term investments, except for Petty Cash;
- (m) all programming, retransmission consent agreements, must carry notices and other related broadcast rights, including those relating to or benefiting the Business, other than those set forth in **Schedule 2.2(m)** insofar as they relate to the Systems;
- (n) all cash related to advance payments to, or funds of third parties on deposit with, Seller, including subscriber advance payments and subscriber deposits, in each case, to the extent they are reflected in a downward adjustment to the Purchase Price pursuant to Section 2.5(a)(ii)(A);
- (o) any correspondence, memoranda, books of account and the like and other books and records, in each case, that are not solely related to the Business, the Systems or the Transferred Assets and all files and other books and records related to internal matters (including minute books) and financial relationships with Seller's lenders, equity investors and Affiliates and all of Seller's and its Affiliates' financial and accounting books and records and all personnel records relating to the Employees;

(p) all Accounts Receivable related to (i) programming launch and marketing support and "home shopping" commissions and similar programming-related receivables and all intercompany Accounts Receivable; provided that the entirety of the obligations related to such receivables have been fully performed prior to the Closing and (ii) Trident Media Services, Inc.;

(q) any and all assets and rights of Seller that are not used or held for use primarily in connection with, or do not relate primarily to, the ownership and operation of the Business or any System, including contracts, other than the Bifurcated Contracts insofar as they relate to the Systems, to which Seller is a party that relate to one or more cable systems that are not included in the Systems;

(r) all Telecommunications Authorizations (other than Seller's FCC Domestic Section 214 Authorization insofar as it relates to the Systems) and any routine local or state business, tax or employer licenses or permits;

(s) all claims against third parties with respect to the Systems for the period on or prior to Closing and all rights, claims and causes of action relating to any Excluded Asset or any Liability that is not an Assumed Liability;

(t) all equipment, Software and agreements related to Seller's customer billing systems whether or not used exclusively or otherwise in the Business;

(u) any assets sold, transferred or disposed of in the Ordinary Course in accordance with Section 5.2(b); and

(v) [Redacted]; and

(w) any other assets listed in **Schedule 2.2(w)**.

Section 2.3 Assumed Liabilities; Excluded Liabilities. On the terms and subject to the conditions set forth herein, as of the Closing Time, Buyer shall assume and shall pay, discharge and perform when due all of the Assumed Liabilities. Buyer shall assume no Liabilities of Seller other than the Assumed Liabilities. Other than, in each case, with respect to those Liabilities that are Assumed Liabilities, as between Buyer and Seller, all other Liabilities of Seller will remain the Liabilities of Seller, including: (a) any Liabilities of Seller related to or arising out of Seller's ownership of the Excluded Assets; (b) all Liabilities of Seller accruing, relating to or otherwise arising out of Seller's ownership, leasing or use of the Transferred Assets or Seller's operation of the Business prior to Closing, other than the Assumed Liabilities; (c) any Liabilities of Seller in connection with any Action against Seller with respect to the Business prior to the Closing Time, including any Liability with respect to any matter described in Sections 3.8(a) and 3.8(b) of the Seller Disclosure Schedule; (d) any Liability of Seller (A) for any Tax of Seller with respect to any taxable period (or portion thereof) whether before or after the Closing Date or (B) for any Tax resulting from or attributable to the consummation of the transactions contemplated by this Agreement (other than, in each case, Taxes and Transfer Taxes to the extent they are the responsibility of Buyer pursuant to Section 2.5(a)(i)(A) or Section 5.4);

(e) except for Liabilities, if any, that are specifically assumed by Buyer pursuant to Section 5.5, with respect to Transferred Employees and, for the avoidance of doubt, any Assumed Liabilities, any Liability of Seller arising in respect of or relating to (i) the employment or termination of employment by Seller (or any of its Affiliates) of any Employee of Seller (or such Affiliate) or other individual providing services to Seller attributable to any actions or inactions of Seller (or any of its Affiliates) prior to the Closing Time, or (ii) Benefit Plans or Seller's payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or employee benefits of any kind provided by Seller to its Employees or former employees, (f) all Liabilities arising out of any Indebtedness of Seller or its Affiliates, (g) all Liabilities set forth in **Schedule 2.3** and (h) solely with respect to parcels of Owned Real Property for which Buyer has not performed a Phase I environmental site assessment pursuant to Section 5.14 and Leased Real Property, all Liabilities of Seller with respect to environmental matters of any nature to the extent arising from facts or circumstances occurring prior to Closing (collectively, the "Excluded Liabilities").

Section 2.4 Consideration. The consideration for the sale of the Transferred Assets shall consist of an aggregate amount in cash equal to [Redacted] (the "Purchase Price"), as adjusted pursuant to Section 2.5, and Buyer's assumption of the Assumed Liabilities. At the Closing, the amount of the Purchase Price determined to be payable at Closing shall be delivered as follows: (i) Buyer shall deliver to Seller or, if and as directed by Seller, to Seller's lenders the amount of the Purchase Price determined to be payable at Closing pursuant to Sections 2.5(a) and 2.5(b), less the Indemnity Escrow Amount; and (ii) Buyer shall deliver to the Escrow Agent the Indemnity Escrow Amount.

Section 2.5 Purchase Price Adjustments.

(a) The Purchase Price shall be subject to adjustment as of 12:01 a.m. (Eastern Time) on the Closing Date (the "Closing Time") as follows:

(i) an increase in the Purchase Price by an amount equal to the sum of:

(A) Buyer's *pro rata* portion of all normal and customary prepaid expenses relating to the Transferred Assets, which prepaid expenses shall be allocated on a pro rata basis between Seller and Buyer as of the Closing Time on the basis of the period to which the respective prepaid expense relates, and which prepaid expenses, by way of example shall include: prepaid expenses attributable to real and personal property taxes and assessments, real and personal property rentals, copyright and other business and license fees, FCC regulatory fees, franchise fees, pole rentals, power and utility charges, access charges, sale and service charges and similar items;

(B) all deposits relating to the Transferred Assets that are held by third parties as of the Closing Time for the account of Seller or as security for

Seller's performance of its obligations, including deposits on leases and deposits for utilities, to the extent it could reasonably be expected that Buyer will receive the benefit thereof after the Closing Time;

(C) the Current Accounts Receivable;

(D) the amount of all credits in favor of Seller relating to the Transferred Assets outstanding as of the Closing Time, to the extent it could reasonably be expected that Buyer will receive the benefit thereof after the Closing Time;

(E) Petty Cash;

(F) an amount equal to one half of all administrative, transfer, filing and processing fees and other costs imposed by a Government Entity as a condition to processing or giving any Consent or LFA Approval to transfer a Governmental Authorization;

(G) an amount equal to one half of all administrative, transfer, filing and processing fees imposed by a Person as a condition to processing or giving any Consent to transfer an Assigned Contract or Assigned Lease;

(H) [Redacted]; and

(I) [Redacted];

(ii) a decrease in the Purchase Price by an amount equal to the sum of:

(A) all advance payments to, or funds of third parties on deposit with, Seller (including advance payments and deposits by subscribers served by the Systems), in each case, as of the Closing Time and arising out of the operation of the Business and not included in the Transferred Assets and the responsibility for which is assumed by Buyer from and after the Closing Time;

(B) Seller's *pro rata* portion of all normal and customary accrued and unpaid expenses relating to the Transferred Assets of the kind itemized in Section 2.5(a)(i)(A) above, which accrued and unpaid expenses shall be allocated on a pro rata basis between Seller and Buyer as of the Closing Time on the basis of the period to which the respective expense relates;

(C) the amount, if any, by which the capital expenditures made with respect to the Systems by the Seller during the period between January 1, 2011 and the Closing Date are less than [Redacted] of the product of (1) the capital expenditure budgeted for the Systems for the calendar year 2011 within the capital expenditure budget set forth in **Schedule 2.5(a)** (the "Capex Budget"),

multiplied by (2) a fraction, the numerator of which shall be the number of days between January 1, 2011 and the Closing Date and the denominator of which shall be 365;

(D) if elected by Seller, in its sole discretion, the amount, if any, of the Estimated Response Cost to be paid by Seller under Section 5.14(b)(iii)(A);

(E) the amount, if any, required to be paid by Seller under Section 5.17 upon any loss, damage or casualty to the Transferred Assets prior to Closing (which amount, for the avoidance of doubt, will in no event exceed [Redacted] in the aggregate and will otherwise be subject to the limitations set forth in Section 5.17);

(F) [Redacted];

(G) [Redacted]; and

(H) [Redacted].

(iii) The Purchase Price shall also be adjusted to give effect to the proration between Seller and Buyer of all revenues arising from the operations of the Systems. The proration of the revenues and expenses arising from the operation of the Systems between Seller and Buyer as described in the preceding sentence and Section 2.5(a)(i)(A) and Section 2.5(a)(ii)(B) shall reflect, in accordance with GAAP, the principle that all revenues and expenses relating to the Business during the period prior to the Closing Time are for the account of Seller, and all revenues and expenses relating to the Business on or after the Closing Time are for the account of Buyer.

(iv) Subject to the other provisions of this Section 2.5(a)(iv), if, as of the Closing Date, the number of RGUs are less than the Lower RGU Limit, then the Purchase Price will be decreased by an amount equal to the difference between such number of RGUs and the Lower RGU Limit, multiplied by Price Per RGU as of such date (the "RGU Adjustment"); provided that in no event will any RGU Adjustment as determined in accordance with this Section 2.5(a)(iv) exceed [Redacted]. For purposes of determining the RGU Adjustment, the parties agree that [Redacted].

(b) Seller shall deliver to Buyer, at least ten (10) Business Days but no more than twenty (20) Business Days before the Closing Date, a statement setting forth Seller's good faith estimate of the adjustments to the Purchase Price pursuant to Section 2.5(a) ("Seller's Adjustment Statement"), together with documentation reasonably necessary to support Seller's calculation of such adjustments. Buyer shall be entitled to review the contents of Seller's Adjustment Statement and shall notify Seller promptly (and in any event within five (5) Business Days following receipt of Seller's Adjustment Statement) of any disagreement with any of Seller's calculations set forth therein. The parties shall use good faith efforts to resolve any such

dispute prior to Closing. The amount of the adjustments to the Purchase Price at Closing shall be the amount determined by Buyer and Seller in resolution of any such dispute, and if any such dispute is not resolved prior to Closing shall be based on the amount set forth in Seller's Adjustment Statement (as adjusted to reflect the parties' resolution of any disputed items), with any such remaining disputes to be resolved in connection with post-Closing adjustments, if any, pursuant to Sections 2.5(c) and 2.5(d); provided, that if the amount of the remaining disputes exceeds [Redacted] in the aggregate, then the amount of the remaining disputes in excess of [Redacted] shall be excluded from Seller's Adjustment Statement and such amounts in dispute will be resolved in connection with post-Closing adjustments pursuant to Sections 2.5(c) and 2.5(d).

(c) Buyer shall deliver to Seller, within ninety (90) days following the Closing Date, a notice setting forth Buyer's good faith calculation of the adjustments to the Purchase Price to be made pursuant to Section 2.5(a) and any unresolved disputed items pursuant to Section 2.5(b) ("Post-Closing Adjustment Notice"), together with documentation reasonably necessary to support Buyer's calculation of such adjustments (and shall give Seller access to any other information in its possession and Persons under its control as Seller may reasonably request as part of its review of such Post-Closing Adjustment Notice). If Seller shall in good faith conclude that the Post-Closing Adjustment Notice does not accurately reflect the adjustments to be made to the Purchase Price pursuant to Section 2.5(a), Seller shall, within forty-five (45) days after its receipt of the Post-Closing Adjustment Notice, provide to Buyer a written statement of any discrepancies believed by it in good faith to exist, together with such documentation as may reasonably support Seller's calculations set forth therein.

(d) Buyer and Seller shall use good faith efforts to jointly resolve the discrepancies between the Post-Closing Adjustment Notice and the written statement of discrepancies delivered pursuant to Section 2.5(c) within thirty (30) days of Buyer's receipt of Seller's written statement of discrepancies, which resolution, if achieved, shall be in writing and binding upon all parties to this Agreement and not subject to dispute or judicial review. If Buyer and Seller do not resolve the discrepancies to their mutual satisfaction within such 30-day period, either Buyer or Seller may, upon notice by either party to the other, engage (which shall be deemed to be a joint engagement by Buyer and Seller) the CPA Firm, which, acting as experts and not as arbitrators, shall provide a written determination as to the resolution of any such remaining discrepancies on the basis set forth in and in accordance with Section 2.5(a), and only with respect to the remaining differences so submitted. Buyer and Seller shall instruct the CPA Firm to not assign a dollar amount to any item in dispute greater than the greatest dollar amount for such item assigned by Buyer, on the one hand, or Seller, on the other hand (as applicable), or less than the lowest dollar amount for such item assigned by Buyer, on the one hand, or Seller, on the other hand (as applicable). If the CPA Firm is engaged, Buyer and Seller shall instruct the CPA Firm to deliver its written determination to Buyer and Seller no later than thirty (30) days after their submission to it of their discrepancies. The CPA Firm's determination with respect thereto shall be conclusive and binding upon Buyer and Seller and not subject to dispute or judicial review. The fees and disbursements of the CPA Firm shall be shared equally by Seller and Buyer. Seller and Buyer shall make readily available to the CPA Firm all relevant books and

records and any work papers relating to Seller's Adjustment Statement, the Post-Closing Adjustment Notice and Seller's written statement of discrepancies and all other items reasonably requested by the CPA Firm in connection therewith.

(e) Following the Closing, each party shall provide to the other party and the other party's accountants full access to such party's books and records of the Business and to any other information and to any employees during regular business hours and on reasonable advance notice, to the extent reasonably necessary for the other party to prepare or to respond to the Post-Closing Adjustment Notice and to prepare materials for presentation to the CPA Firm in connection with Section 2.5(d).

(f) The amount of any adjustments to the Purchase Price determined pursuant to Sections 2.5(c) and 2.5(d) shall promptly (and in any event within five (5) Business Days) after the final determination thereof be paid to the party entitled thereto in cash by wire transfer of immediately available funds to an account or accounts designated by the party entitled to receive the same.

Section 2.6 Closing. The Closing of the sale and purchase of the Transferred Assets as contemplated by this Agreement shall take place at the offices of Seyfarth Shaw LLP in New York, NY, or as the parties mutually agree, on the fifth Business Day after the date on which all conditions to the Closing set forth in ARTICLE VI (other than those conditions that by their nature are to be satisfied at the Closing but subject to the fulfillment or waiver of those conditions) have been satisfied or waived; provided, however, that without Buyer's express written consent, the Closing will not occur less than [Redacted]. The transactions to be consummated at Closing shall be deemed to have been consummated as of the Closing Time.

Section 2.7 Closing Deliveries.

(a) At or prior to the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a duly executed counterpart of the Bill of Sale and Assignment and Assumption Agreement;

(ii) a duly executed counterpart of the Escrow Agreement;

(iii) limited warranty deeds in respect of the Owned Real Property in the form generally used in the area in which such Owned Real Property is located and FIRPTA certificates and all other instruments and documents necessary for Seller to transfer the Owned Real Property to Buyer;

(iv) motor vehicle titles with respect to the motor vehicles included in the Transferred Assets, duly endorsed for transfer;

(v) the Books and Records; provided, that any Books and Records that are located at any of the Owned Real Property or Leased Real Property shall be deemed delivered for purposes hereof;

(vi) copies of any Seller Consents and LFA Approvals obtained on or before the Closing;

(vii) duly executed counterparts of the applicable RTC/Programming Assumption Agreements (if any);

(viii) the certificates to be delivered pursuant to Sections 6.2(d) and 6.2(e);

(ix) all other documents reasonably requested by Buyer that are reasonably necessary to effect the intent of this Agreement and consummate the transactions contemplated hereby; and

(x) such affidavits, certificates or other documents reasonably required by any title insurance company of Buyer to be executed by and reasonably acceptable to Seller with respect to the Owned Real Property (including, if required to issue the title policies at Closing, gap indemnity reasonably acceptable to Seller); provided that Seller shall not be required to incur any cost or expense in connection therewith.

(b) At or prior to the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(i) the Purchase Price determined to be payable at Closing pursuant to Sections 2.5(a) and 2.5(b) (less the Indemnity Escrow Amount), by wire transfer in immediately available funds in accordance with written instructions provided by Seller at least one Business Day prior to the Closing Date;

(ii) a duly executed counterpart of the Bill of Sale and Assignment and Assumption Agreement;

(iii) a duly executed counterpart of the Escrow Agreement;

(iv) evidence of the obtaining of, or, with respect to Buyer Consents that only require notice or filing, the notice or filing with respect to, the Buyer Consents;

(v) duly executed counterparts of the applicable RTC/Programming Assumption Agreements (if any);

(vi) the certificates to be delivered pursuant to Sections 6.3(d) and 6.3(e); and

(vii) all other documents reasonably requested by Seller that are reasonably necessary to effect the intent of this Agreement and consummate the transactions contemplated hereby.

(c) At or prior to the Closing, Buyer shall deliver to the Escrow Agent the Indemnity Escrow Amount by wire transfer in immediately available funds in accordance with written instructions provided by Escrow Agent.

Section 2.8 Allocation of Purchase Price. Buyer and Seller will allocate the Purchase Price in accordance with the computations and allocations contained in the allocation schedule attached hereto as **Schedule 2.8** (the "Allocation Schedule"). Buyer and Seller agree that determination and scheduling of the fair market value of tangible personal property shall take into account the year each such property was placed into service and that, generally, property more recently acquired shall be valued higher than older property. Buyer and Seller agree that the Allocation Schedule shall be amended to reflect adjustments to the Purchase Price made pursuant to this Agreement. Unless otherwise required by applicable Law, Buyer and Seller agree to act, and cause their respective Affiliates to act, in accordance with the computations and allocations contained in the Allocation Schedule in any relevant Tax Returns or similar filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code (the "1060 Documents")), to cooperate in the preparation of any 1060 Documents, to timely file such 1060 Documents in the manner required by applicable Law and to not take any position inconsistent with such Allocation Schedule upon examination of any returns, in any litigation or otherwise. For purposes of this Section 2.8, the covenant not to compete contained in Section 5.11 and the Noncompetition Agreements shall be deemed to be included in the Transferred Assets; provided, however, no amount in excess of [Redacted] shall be allocated to such covenants and agreements.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 3.1 Organization and Qualification. Seller is a limited partnership company duly organized, validly existing, and in good standing under the laws of the State of New Jersey and has all requisite limited partnership power and authority to conduct the operations of the Business as currently conducted. Seller or its general partner is duly qualified to do business as a foreign limited partnership and is in good standing in all jurisdictions in which the ownership or leasing of the Transferred Assets owned or leased by it or the nature of its operation of the Business makes such qualification necessary except, in each case, for any such failures that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair or delay Seller's ability to effect the Closing.

Section 3.2 Authorization. Seller has full limited partnership power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and

performance by Seller of this Agreement and each Ancillary Agreement to which it is a party, has been duly and validly authorized by all requisite limited partnership action on behalf of Seller.

Section 3.3 Consents and Approvals. Section 3.3 of the Seller Disclosure Schedule lists all (i) Seller Consents with respect to the Material Contracts, material Governmental Authorizations and the Assigned Leases and (ii) LFA Approvals.

Section 3.4 Non-Contravention. The execution, delivery and performance by Seller of this Agreement and each Ancillary Agreement to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) violate any provision of the certificate of limited partnership or agreement of limited partnership of Seller, (ii) assuming the receipt or making of all Consents, conflict with, or result in the material breach of, or constitute a material default under, or result in the termination, cancellation, material modification or acceleration (whether after the filing of notice or the lapse of time or both) of any material right or material obligation of Seller under, or result in a loss of any material benefit to which Seller is entitled under, any Material Contract or Assigned Lease, or (iii) assuming the receipt or making of all LFA Approvals and all Consents, materially violate or result in a material breach of or constitute a material default under any Law to which Seller is subject, or under any Governmental Authorization, other than, in the cases of clauses (ii) and (iii), conflicts, breaches, defaults, terminations, defaults, cancellations, modifications, accelerations, losses or violations that arise as a result of any breach of this Agreement by Buyer.

Section 3.5 Binding Effect. This Agreement and each Ancillary Agreement when executed and delivered by Seller, Buyer and, as applicable, the other parties thereto, constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

Section 3.6 Financial Information. Seller has delivered to Buyer copies of (i) the audited balance sheets of Seller as of December 31, 2009 and December 31, 2010 and related statements of income and cash flows for the years ended on such dates (the "Audited Financial Statements"); (ii) its unaudited, internally generated, income statements for the Texas, New Mexico and Colorado regions in which the Systems operate for the four month period ended April 30, 2011 (the "Regional Income Statements") and (iii) the unaudited, internally generated, monthly reports that are delivered to Seller's management in the Ordinary Course showing the results of operations and basic subscribers, high-speed data subscribers and telephone subscribers for the Systems (collectively, the "System Reports") for the twelve (12) calendar months prior to the date hereof. The Audited Financial Statements (i) have been prepared based upon the books and records of Seller (except as may be indicated in any notes thereto), (ii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated in any notes thereto) and (iii) fairly present, in all material respects, the financial position and results of operations and cash flows of Seller as of the dates thereof or

the periods then ended, except as otherwise noted therein. The Regional Income Statements, subject to normal year-end adjustments and the absence of footnotes (i) have been prepared based upon the books and records of Seller relating to the Texas, New Mexico and Colorado regions in which the Systems operate (except as may be indicated in any notes thereto), (ii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated in any notes thereto) and (iii) fairly present, in all material respects, the results of operations for the Texas, New Mexico and Colorado regions in which the Systems operate for the periods indicated, except as otherwise noted therein. The System Reports provided to Buyer fairly present, in all material respects, the results of operations and subscriber information of the Systems covered therein during the periods covered therein.

Section 3.7 Absence of Changes. Except as set forth in **Section 3.7** of the Seller Disclosure Schedule, between December 31, 2010 and the date of this Agreement, the Business has in all material respects been operated in the Ordinary Course and there has not been any:

- (a) imposition of any Encumbrance on any asset that would be included in the Transferred Assets, other than Permitted Encumbrances;
- (b) material damage, destruction or other loss materially affecting the Systems, considered as a whole, other than damage that has been repaired or damaged assets that would be included in the Transferred Assets that have been replaced;
- (c) sale, lease, license, transfer or disposition of any material assets that would be included in the Transferred Assets, other than in the Ordinary Course;
- (d) termination (other than by expiration of the term thereof) of any Assigned Contract that, if still in effect, would have been required to be listed on **Section 3.10(a)** of the Seller Disclosure Schedule, other than in the Ordinary Course;
- (e) surrender, revocation or termination (other than by expiration of the term thereof) of any Governmental Authorization;
- (f) any material change made by Seller in any of its subscriber policies (including subscriber acquisition and retention and disconnect policies and the Subscriber Accounting Policy), generally applicable billing rates or procedures related to the Business (including its billing/subscriber report system) or any material reduction of the services provided to subscribers by the Business;
- (g) any material change made by Seller in any method of accounting, keeping of books of account or accounting practices or in any material method of Tax accounting unless required by applicable Law or in order to comply with GAAP requirements, FASB interpretations or a request by the Seller's independent auditor; or

(h) any promotions, pricing discounts or other state sales or marketing incentives (whether related to pricing or otherwise) made available by Seller to or usable by subscribers or prospective subscribers for any services provided by the Systems; other than the promotions identified in **Section 5.2(f)** of the Seller Disclosure Schedule.

Section 3.8 Litigation and Claims.

(a) Except as set forth in **Section 3.8(a)** of the Seller Disclosure Schedule and except for (i) routine claims in the Ordinary Course which are not individually or in the aggregate material and (ii) matters affecting the cable or telecommunications industry generally, there are no civil, criminal or administrative Actions pending, or to Seller's Knowledge threatened in writing, against Seller in connection with the Transferred Assets, the Business or the Transaction.

(b) Except as set forth in **Section 3.8(b)** of the Seller Disclosure Schedule and except for matters affecting the cable or telecommunications industry generally, there is no order, writ, judgment, award, injunction or decree of any Government Entity of competent jurisdiction or any arbitrator or arbitrators to which Seller is subject in connection with the Transferred Assets.

Section 3.9 Franchises: Material Governmental Authorizations.

(a) **Section 3.9(a)** of the Seller Disclosure Schedule contains a list of all of Seller's material Governmental Authorizations, including all Franchises. Seller is in compliance in all material respects with such Governmental Authorizations set forth therein. Except as set forth in **Section 3.9(a)** of the Seller Disclosure Schedule, (i) there are no pending or to Seller's Knowledge threatened in writing, audits, investigations, enforcement actions or similar proceedings undertaken by Government Entities with respect to any of such material Governmental Authorizations or any Franchise and (ii) to Seller's Knowledge, no facts or circumstances exist that would reasonably be expected to give rise to any claim that Seller is not in compliance in all material respects with such Governmental Authorizations and all Franchises. Except as set forth in **Section 3.9(a)** of the Seller Disclosure Schedule, true and complete copies of all Franchises, together with any amendments relating thereto, have been provided or made available to Buyer prior to the date of this Agreement.

(b) Except as set forth in **Section 3.9(a)** of the Seller Disclosure Schedule, to Seller's Knowledge, each Governmental Authorization set forth in **Section 3.9(a)** of the Seller Disclosure Schedule is in full force and effect. Except as set forth in **Section 3.9(a)** of the Seller Disclosure Schedule, a request for renewal has been duly and timely filed under Section 626 of the Communications Act with the proper Government Entity with respect to each Franchise that has expired or will expire within thirty (30) months after the date of this Agreement and a true and complete copy thereof has been provided or made available to Buyer. Except as set forth in **Section 3.9(a)** of the Seller Disclosure Schedule, Seller has not received any written notice from any Government Entity that any Franchise will not be renewed or that the applicable Government Entity has objected to any such request for renewal under Section 626 of the

Communications Act. Seller has complied in all material respects with any inquiries and demands by Government Entities with respect to any such requests for renewal.

Section 3.10 Assigned Contracts.

- (a) **Section 3.10(a)** of the Seller Disclosure Schedule lists each of the following written Assigned Contracts along with all amendments thereto (it being understood that except for the agreements specifically described below in clauses (v) and (vi), **Section 3.10(a)** of the Seller Disclosure Schedule is not required to list any service agreements with subscribers (including residential subscribers, owners of multiple dwelling units and commercial establishments) for any of the services provided by Seller in the operation of the Systems in the Ordinary Course):
- (i) any Assigned Contract relating to the use of any public utility facilities, including pole line, joint pole and master contracts for pole attachment rights and the use of conduits;
 - (ii) any Assigned Contract relating to the use by Seller of any microwave or satellite transmission facilities or any communications tower;
 - (iii) any infeasible right of use or other fiber or cable lease or use agreement that is material to the operation of the Business;
 - (iv) any Assigned Contract for the purchase or sale of real property or any option to purchase or sell real property;
 - (v) any Assigned Contract that relates to service to multiple dwelling units which serve 50 or more units;
 - (vi) any Assigned Contract that relates to service to any Commercial Subscriber (other than multiple dwelling units which service less than 50 units) that require payments to Seller in excess of [Redacted] annually;
 - (vii) any Assigned Contract that relates to the sale of advertising availability on the Systems;
 - (viii) any Assigned Contract that is an employment, consulting, severance, retention or bonus compensation (including any agreement providing for a change of control bonus) agreement for any person or entity involved in the Business;
 - (ix) any Assigned Contract that is joint venture or partnership agreement involving the Business (other than, for the avoidance of doubt, Seller's partnership agreement);

(x) any Assigned Contract that would, after Closing, materially limit or restrict the right of Buyer to compete with any other Person or otherwise to operate the Business in any material manner;

(xi) any other Assigned Contract requiring payments by or to Seller in excess of [Redacted] annually and that is not terminable on ninety (90) days' notice or less; and

(xii) any other Assigned Contract that is material to the Business, that contains any material non-monetary obligation.

The Assigned Contracts set forth in the foregoing clauses (i) through (ix) are referred to herein as the "Material Contracts."

(b) Except as set forth in **Section 3.10(b)** of the Seller Disclosure Schedule, each Material Contract is valid and binding on Seller and is in full force and effect against Seller and enforceable against Seller and, to Seller's Knowledge, against any third party thereto, in accordance with its respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect affecting creditors' rights generally, or by principles governing the availability of equitable remedies. Except as set forth in **Section 3.10(b)** of the Seller Disclosure Schedule, Seller is not in breach of or default under any Material Contract in any material respect, and, to Seller's Knowledge, neither is any third party thereto. Except as set forth in **Section 3.10(b)** of the Seller Disclosure Schedule, true and complete copies of each Material Contract, together with all amendments relating thereto, have been provided or made available to Buyer prior to the date of this Agreement. Except as set forth in **Section 3.10(b)** of the Seller Disclosure Schedule, (i) to Seller's Knowledge, there are no pending audits with respect to any utility pole attachment or pole usage agreement relating to the Systems or any unresolved disputes with respect to any such audit, (ii) since December 31, 2008, Seller has not received any written notice of any planned audit with respect to any utility pole attachment or pole usage agreement relating to any System and (iii) to Seller's Knowledge, there is no pending or planned activity by Seller or the pole owner to correct any pole attachment of any System that is noncompliant with the attachment requirements of the pole agreement governing such attachment. Except as set forth in **Section 3.10(b)** of the Seller Disclosure Schedule, Seller has no Knowledge that any third party to any commercial or bulk service agreement that is a Material Contract does not intend to renew, extend or continue service under such Material Contract.

Section 3.11 Real Property.

(a) **Section 3.11(a)** of the Seller Disclosure Schedule sets forth the street address or other means of identification of location and the use within the Business of each parcel of Owned Real Property.

(b) **Section 3.11(b)** of the Seller Disclosure Schedule sets forth the Assigned Leases, including the use of the subject Leased Real Property within the Business, the name of the lessor, the name of the lessee, the date of the Assigned Lease, and the current annual rent due

thereunder. Except as set forth in **Section 3.11(b)** of the Seller Disclosure Schedule, each such Assigned Lease is valid and binding on Seller and is in full force and effect against Seller and enforceable against Seller and, to Seller's Knowledge against any third party thereto in accordance with its respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect affecting creditors' rights generally, or by principles governing the availability of equitable remedies. Except as set forth in **Section 3.11(b)** of the Seller Disclosure Schedule, Seller is not in breach of or default under any Assigned Lease in any material respect, and, to Seller's Knowledge, neither is any third party thereto. Except as set forth in **Section 3.11(b)** of the Seller Disclosure Schedule, true and complete copies of each Assigned Lease, together with all amendments relating thereto, have been provided or made available to Buyer prior to the date of this Agreement.

(c) Seller has marketable and insurable fee title to each parcel of Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances.

(d) Seller has a valid leasehold interest in each parcel of Leased Real Property that it leases pursuant to an Assigned Lease (subject to expiration of the applicable Assigned Lease in accordance with its terms), free and clear of all Encumbrances other than Permitted Encumbrances.

(e) To the Knowledge of Seller, the buildings, structures and other improvements on the Owned Real Property currently have access to public roads or valid easements over private streets or private property for such ingress to and egress from all such buildings, structures and other improvements. To the Knowledge of Seller, none of the improvements encroaches upon real property of another Person, and no improvements of any other Person substantially encroach upon any Owned Real Property.

(f) To the Knowledge of Seller, (i) sewer, water, gas and electric lines to service the Owned Real Property to the extent necessary for the use of such Owned Real Property as used by Seller are located on or adjacent to the applicable Owned Real Property, (ii) there are no unpaid assessments or charges for the installation of any such utilities or for making connection thereto with respect to the Owned Real Property and (iii) there are no contemplated assessments or charges on the Owned Real Property.

(g) Except as set forth in **Section 3.11(g)** of the Seller Disclosure Schedule, since December 31, 2008, Seller has received no written notice alleging that any Owned Real Property is in violation of any applicable building or zoning laws, rules, codes or regulations except for any violation that has been remedied or cured on or prior to the date of this Agreement.

(h) Except as set forth in **Section 3.11(h)** of the Seller Disclosure Schedule, Seller has received no written notice of any condemnation proceeding nor declaration of taking or other similar instrument filed against any Owned Real Property or Leased Real Property.

Section 3.12 Tangible Personal Property.

(a) All material items of Fixtures and Equipment included in the Transferred Assets are in such condition and repair as is consistent with and suitable for their present use (with due consideration for reasonable wear and tear and the age of each specific item of Fixtures or Equipment).

(b) Seller has good and valid title to the items of Fixtures and Equipment included in the Transferred Assets that it owns, free and clear of all Encumbrances other than Permitted Encumbrances.

(c) Except as set forth in **Section 3.12(c)** of the Seller Disclosure Schedule, the Transferred Assets and the Excluded Assets comprise all of the assets, properties, rights, interests and claims used (or held for use) by Seller to conduct the Business and operate the Systems in all material respects in the manner conducted and operated by Seller immediately prior to the date of this Agreement.

Section 3.13 Benefit Plans.

(a) **Section 3.13(a)** of the Seller Disclosure Schedule sets forth all Benefit Plans. Each of the Benefit Plans has been operated and administered in all material respects in accordance with (i) the terms thereof and (ii) applicable Law and administrative or governmental rules and regulations, including ERISA and the Code, except for any noncompliance that would not reasonably be expected to result in any Liability of Buyer.

(b) Seller does not have any material liability under Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA (in any case, except in the ordinary course of providing benefits or for Pension Benefit Guaranty Corporation premiums).

(c) **Section 3.13(c)** of the Seller Disclosure Schedule sets forth a list of names and positions of all Employees as of the date of this Agreement (the "Employee List"). Except as set forth in **Section 3.13(c)** of the Seller Disclosure Schedule, Seller is not a party to any employment agreements, either written or oral, with any Employee.

Section 3.14 Labor Relations. Except as set forth in **Section 3.14** of the Seller Disclosure Schedule, (i) there is no collective bargaining or other labor union agreement to which Seller is a party applicable to any of the Employees, and no collective bargaining agreement is being negotiated by Seller with respect to any of the Employees, (ii) to Seller's Knowledge, there is no effort by or on behalf of any labor union to organize any Employees, and, to Seller's Knowledge, no such action that would reasonably be expected to interfere in any material respect with the Business has been threatened and (iii) there is no labor dispute or strike pending, or to Seller's Knowledge threatened in writing, against Seller that would reasonably be expected to interfere in any material respect with the operation of the Business.

Section 3.15 FCC and Copyright Compliance; Rate Regulation.

(a) Except as set forth in Section 3.15 of the Seller Disclosure Schedule, Seller has not received any written notice and Seller has no Knowledge that it (i) has failed to make all material filings required to be made by it with the FCC in connection with the Business, or (ii) has failed to provide all material notices to customers of the Business required under the Communications Act except for any failure that has been remedied or cured on or prior to the date of this Agreement. Except as set forth in Section 3.15 of the Seller Disclosure Schedule, (i) Seller has not received any written notice that any rates charged by Seller for services provided by the Systems are not permitted rates under the rules and regulations of the FCC and (ii) to Seller's Knowledge, there are no pending rate complaints on file at the FCC with respect to the Business.

(b) Seller has filed with the U.S. Copyright Office all required Statements of Account with respect to the Business that were required to have been filed by Seller between December 31, 2007 and the date of this Agreement, in accordance with the Copyright Act of 1976 (the "Copyright Act") and regulations promulgated pursuant thereto, and Seller has paid all royalty fees required to be paid by Seller under the Copyright Act with respect to the Business relating to the period between December 31, 2007 and the date of this Agreement. Seller has responded to any inquiries from the U.S. Copyright Office, the Motion Picture Association of America and any other party questioning any Statement of Account filed by Seller with respect to the Business for any period between December 31, 2007 and the date of this Agreement, and Seller has made appropriate amendments and submitted any additional royalty fees necessary to address any issues raised by such inquiries.

Section 3.16 Environmental Matters. Except as set forth in Section 3.16 of the Seller Disclosure Schedule:

(a) To Seller's Knowledge, Seller's operation of the Business and the Owned Real Property and the Leased Real Property is in compliance in all material respects with applicable Environmental Laws.

(b) Seller has not received any written notice of any material violation or alleged material violation of, or any material Liability under, any Environmental Law relating to the operation by Seller of the Business, the Owned Real Property or the Leased Real Property, which violation has not been remedied or cured on or prior to the date of this Agreement.

(c) To the Knowledge of Seller, Seller has obtained and maintains and is in material compliance with all permits, licenses and other authorizations necessary or required under applicable Environmental Laws for the operation of the Business.

(d) To the Knowledge of Seller, no Hazardous Substances are present in, on, under or emanating from or onto the Owned Real Property or the Leased Real Property used in the Business in material violation of applicable Environmental Laws.

(e) Seller has made available to Buyer true and complete copies (if any) of all environmental reports, data and documents within its possession or under its control concerning the operation of the Business, the Owned Real Property and the Leased Real Property.

Section 3.17 Taxes. Except as set forth in **Section 3.17** of the Seller Disclosure Schedule:

(a) Seller has filed all income and other material Tax Returns required to be filed and all Taxes owed (whether or not shown or required to be shown on such Tax Returns) have been paid or remitted, in each case, to the extent such Taxes and Tax Returns related to the Transferred Assets or the operation of the Business. All such Tax Returns were true, complete and correct in all material respects. No portion of any Tax Return that relates to the Transferred Assets or the operation of the Business is currently the subject of any audit, action, suit, proceeding, claim or examination by any Government Entity and to the Knowledge of Seller, no such audit, action, suit, proceeding, claim, deficiency or assessment is threatened. Since December 31, 2008, Seller has not received any written claim made by a Government Entity in a jurisdiction where Seller or any of its Affiliates does not file Tax Returns that it is subject to taxation by that jurisdiction. There are no Encumbrances for Taxes upon the Transferred Assets other than for Taxes not yet due. No portion of the Purchase Price is subject to any Tax withholding provision of federal, state, local or non-U.S. law.

(b) Seller has withheld and paid (or caused to be withheld and paid) all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, stockholder, independent contractor, creditor, or other third party. The Transferred Assets do not include any stock or other ownership interests in any foreign or domestic corporations, partnerships, joint ventures, limited liability companies, business trusts, or other entities.

(c) Seller is, and has been since the date of its formation, treated as a partnership within the meaning of Treasury Regulation Section 301.7701-3(b)(1)(i).

Section 3.18 Compliance with Laws. Except as set forth in **Section 3.18** of the Seller Disclosure Schedule, the Business is being conducted by Seller in compliance in all material respects with applicable material Laws. Except as set forth in **Section 3.18** of the Seller Disclosure Schedule, since December 31, 2008, Seller has not received any written notice alleging any material violation under any applicable Law with respect to the Business except for violations that have been cured or remedied on or prior to the date of this Agreement. Nothing in this representation addresses or shall be deemed to address any compliance issue that is addressed by any other representation or warranty of Seller contained herein.

Section 3.19 Subscribers; System Information.

(a) **Section 3.19(a)** of the Seller Disclosure Schedule sets forth a correct and complete copy of the Seller's Subscriber Accounting Policy.

(b) As of the applicable date set forth in **Section 3.19(b)** of the Seller Disclosure Schedule, (i) the approximate number of aerial and underground plant miles included in each System is the number of plant miles set forth opposite such System in **Section 3.19(b)** of the Seller Disclosure Schedule and (ii) to Seller's Knowledge, the approximate number of homes passed by each System is the number of homes passed set forth opposite such System in **Section 3.19(b)** of the Seller Disclosure Schedule.

(c) **Section 3.19(c)** of the Seller Disclosure Schedule sets forth, as of the date set forth therein, the bandwidth capacity specified in MHz which each System is capable of passing substantially in accordance with the performance standards set forth in 47 CFR Part 76 Subpart K – Technical Standards.

(d) Seller's Accounts Receivable have arisen from bona fide transactions in the Ordinary Course.

Section 3.20 Programming. Section 3.20(a) of the Seller Disclosure Schedule contains a true and correct copy of the channel line-up and rate card for each System as in effect on the date set forth therein. Section 3.20(b) of the Seller Disclosure Schedule contains a true and correct list of the broadcast stations carried by each System and indicates whether such station has elected must-carry or retransmission consent status with respect to each System as of the date set forth therein. Except as set forth in Section 3.20(b) of the Seller Disclosure Schedule, each station carried by the Systems is carried pursuant to a retransmission consent agreement or must-carry election (including default must-carry elections, where no election was made) or other programming agreement or arrangement.

Section 3.21 Bonds. **Section 3.21** of the Seller Disclosure Schedule sets forth all franchise, construction, fidelity, performance and other bonds, guaranties in lieu of bonds and letters of credit posted by Seller in connection with the operation of the Business.

Section 3.22 Overbuilds. Except as set forth in **Section 3.22** of the Seller Disclosure Schedule, to Seller's Knowledge, as of the date of this Agreement, (i) no Person, other than Seller, is providing cable television video service within the Communities, (ii) no Person, other than Seller, holds a franchise to provide cable television video service within any portion of any of the Communities, (iii) since December 31, 2009, no Person, other than Seller, has applied for a franchise to provide cable television video service within the Communities and (iv) since December 31, 2009, no Person, other than Seller, has publicly announced an intention to provide cable television video service within the Communities (in each case, other than Buyer and its Affiliates, as applicable).

Section 3.23 Finders' Fees. Except for Waller Capital Partners, LLC, whose fees will be paid by Seller, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller who is entitled to any fee or commission from Seller or any of its Affiliates in connection with the Transaction.

Section 3.24 Intellectual Property. Except as set forth in **Section 3.24** of the Seller Disclosure Schedule, to Seller's Knowledge, the Business is currently operated by Seller in such a manner so as not to violate or infringe upon the rights of any Person in any copyright, trademark, service mark, patent, license, trade secret or other intellectual property. There are no judgments, proceedings, writs, orders, injunctions, awards or decrees of any court, judge, justice, magistrate or Government Entity against Seller with respect to the Business that restricts, in any material respect, the rights of Seller to use any Intellectual Property, other than those affecting the cable industry generally.

Section 3.25 No Other Representations or Warranties. Seller acknowledges and agrees that except for the representations and warranties expressly set forth in ARTICLE IV and in the Ancillary Agreements, neither Buyer nor any other Person is making or has made any other express or implied representation or warranty on behalf of Buyer.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization and Qualification. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as currently conducted. Buyer is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except, in each case, for any such failures that would not, individually or in the aggregate, reasonably be expected to impair or delay Buyer's ability to perform its obligations hereunder and under the Ancillary Agreements or otherwise consummate the Transaction.

Section 4.2 Authorization. Buyer has full limited liability company power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which it is a party has been duly and validly authorized by all requisite limited liability company action on behalf of Buyer.

Section 4.3 Consents and Approvals. **Section 4.3** of the Buyer Disclosure Schedule lists all Buyer Consents, other than such Buyer Consents the failure of which to be obtained or made would not individually reasonably be expected to impair or delay Buyer's ability to perform its obligations hereunder and under the Ancillary Agreements or otherwise consummate the Transaction.

Section 4.4 Non-Contravention. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which it is a party, and the

consummation of the transactions contemplated hereby and thereby, do not and will not (i) violate any provision of the limited liability company agreement or other organizational documents of Buyer, (ii) assuming the receipt or making of all Buyer Consents, violate or result in a breach of or constitute a default under any Law to which Buyer is subject, or (iii) assuming the receipt or making of all Buyer Consents, conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation, modification or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of Buyer under, or result in a loss of any benefit to which Buyer is entitled under, any contract, agreement or arrangement to which it is a party or result in the creation of any Encumbrance upon any of its assets, or other than, in the case of clauses (ii) and (iii), conflicts, breaches, defaults, terminations, cancellations, modifications, accelerations, losses, Encumbrances or violations that, individually or in the aggregate, would not reasonably be expected to impair or delay Buyer's ability to perform its obligations hereunder or under the Ancillary Agreements.

Section 4.5 Binding Effect. This Agreement and each Ancillary Agreement when executed and delivered by Buyer, Seller and, as applicable, the other parties thereto will constitute a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

Section 4.6 Availability of Funds. Buyer has received a commitment from a source of debt financing in an amount sufficient to enable Buyer to consummate the Transaction (as amended from time to time in accordance with this Agreement, the "Financing Commitment") and, on the Closing Date, subject to the receipt of the financing contemplated in the Financing Commitment, Buyer will have available sufficient unrestricted funds to enable it to consummate the Transaction. Buyer has delivered true, complete and accurate copies of the Financing Commitment to Seller, a true, complete and accurate copy of which is attached hereto as **Schedule 4.6**.

Section 4.7 Buyer Qualification. Buyer is legally, technically and financially qualified to acquire, own and operate the Systems and be the transferee and holder of the Governmental Authorizations and holder of the Buyer Telecom Authorizations that are necessary or appropriate to be held in connection with the operation of the Systems. Buyer has no Knowledge of any fact that would, under any Law including, any rule or policy of any Government Entity (a) disqualify Buyer as a transferee and holder of the Governmental Authorizations and holder of the Buyer Telecom Authorizations, as applicable, or as the owner and operator of the Systems; (b) be reasonably likely to cause any Government Entity to fail to approve in a timely fashion any of the applications for Consents or LFA Approvals relating to the Governmental Authorizations; or (c) be reasonably likely to cause any Government Entity to fail to approve in a timely fashion any of the applications for issuance to Buyer of any other governmental authorizations (including any Buyer Telecom Authorizations), licenses or permits necessary or appropriate to operate the Business. No waiver of any Law, including without

limitation, any rule or policy of any Government Entity is necessary to be obtained for the grant of the applications for the transfer of the Governmental Authorizations to Buyer or for Buyer to obtain any Buyer Telecom Authorizations, nor will processing pursuant to any exception to a rule of general applicability be requested or required in connection with the consummation of the transactions contemplated by this Agreement.

Section 4.8 Litigation and Claims. There are no civil, criminal or administrative actions, suits, demands, claims, hearings, proceedings or investigations pending or, to the Knowledge of Buyer, threatened in writing against Buyer or any of its Affiliates that, individually or in the aggregate, would reasonably be expected to impair or delay Buyer's ability to perform its obligations hereunder and under the Ancillary Agreements or otherwise consummate the Transaction or which seek to restrain or prohibit, or to obtain damages or other relief in connection with, this Agreement. Neither Buyer nor any of its Affiliates is subject to any order, writ, judgment, award, injunction or decree of any court or governmental or regulatory authority of competent jurisdiction or any arbitrator or arbitrators that, individually or in the aggregate, would reasonably be expected to impair or delay Buyer's ability to perform its obligations hereunder or under the Ancillary Agreements or otherwise consummate the Transaction or that would affect the legality, validity or enforceability of this Agreement or Buyer's consummation of the Transaction.

Section 4.9 No On-Sale Agreements. Buyer and its Affiliates have not entered into any discussions, negotiations, agreements or understandings with any Person (other than Seller and its Affiliates) with respect to a purchase and sale transaction, whether by merger, stock sale, asset sale or otherwise, involving any of the Transferred Assets.

Section 4.10 Overbuilds. To Buyer's Knowledge, as of the date of this Agreement, (i) no Person, other than Seller, is providing cable television video service within the Communities, (ii) no Person, other than Seller, holds a franchise to provide cable television video service within any portion of any of the Communities, (iii) since December 31, 2009, no Person, other than Seller, has applied for a franchise to provide cable television video service within the Communities and (iv) since December 31, 2009, no Person, other than Seller, has publicly announced an intention to provide cable television video service within the Communities.

Section 4.11 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer or any Affiliate of Buyer who might be entitled to any fee or commission from Buyer or any Affiliate of Buyer in connection with the Transaction.

Section 4.12 No Other Representations or Warranties. Buyer acknowledges and agrees that except for the representations and warranties expressly set forth in ARTICLE III and in the Ancillary Agreements (if applicable), neither Seller nor any other Person is making or has made any other express or implied representation or warranty on behalf of Seller.

ARTICLE V
COVENANTS

Section 5.1 Access and Information.

(a) From the date of this Agreement until the Closing, subject to any applicable Laws, Seller shall (i) afford Buyer and its representatives reasonable access, during regular business hours and upon reasonable advance notice to Seller, to the Business and the assets that will be Transferred Assets as of the Closing and to the Employees and other individuals set forth on **Schedule 5.1(a)**; provided, however, access to such Employees will only be available upon reasonable notice to Seller to the attention of James Pearson and at such times and places as James Pearson shall determine in his reasonable discretion and (ii) furnish or cause to be furnished to Buyer financial and operating data with respect to the Business which is in Seller's possession or readily available to Seller as Buyer from time to time reasonably requests, including internally-generated monthly Regional Income Statements, System Reports and other subscriber, accounts receivable and other operational reports with respect to the Business (if any), in each case, to the extent routinely prepared by Seller in the Ordinary Course; provided, that in no event shall Buyer have access to any information that (x) would reasonably be determined to violate applicable Laws or destroy any legal privilege, or in Seller's reasonable judgment, would (A) result in the disclosure of any trade secrets or other proprietary or confidential information of third parties or (B) violate any obligation of Seller or any Affiliate of Seller with respect to confidentiality, (y) relates to an Excluded Asset or (z) relates to the programming agreements or programming costs of Comcast Corporation or any of its affiliates. Any access shall be conducted under the supervision of Seller's or its Affiliates' personnel and in such a manner as does not unreasonably interfere with the normal operations of Seller and the Business and shall be at the risk of Buyer and its representatives and agents, and in connection therewith, Buyer hereby agrees to indemnify and hold harmless the Seller Indemnified Parties with respect to any Losses resulting from or arising out of such access. Buyer will and will cause its representatives to, hold in strict confidence all information (including all information received pursuant to this Section 5.1(a)) furnished to Buyer in connection with the Transaction that is not otherwise available to the public (the "Confidential Information") pursuant to the terms of the Confidentiality Agreement, which shall continue in full force and effect until the Closing Date, at which time such Confidentiality Agreement and the confidentiality obligations of Buyer under this Section 5.1(a) shall terminate only in respect of that portion of the documents and materials referenced therein exclusively relating to the Transferred Assets and shall terminate with respect to all other Confidential Information on the third anniversary of the Closing Date.

(b) Following the Closing and until any applicable statute of limitations (including periods of waiver) has run, Buyer agrees to retain all Books and Records in existence on the Closing Date and to grant to Seller and its representatives during regular business hours and upon reasonable advance notice to Buyer and at such places as Buyer shall determine in its reasonable discretion, the right, at the expense of Seller, (i) to inspect and copy the Books and Records and (ii) to have personnel of Buyer made available to them or to otherwise cooperate to

the extent reasonably requested by Seller, including in connection with (A) preparing and filing Tax Returns and/or any Tax inquiry, audit, investigation or dispute, or (B) any litigation, audit, dispute, claim or investigation. During such period, no Books and Records shall be destroyed by Buyer without first advising Seller in writing and giving Seller a reasonable opportunity to obtain possession thereof at Seller's expense.

(c) Buyer shall use all subscriber information (as hereinafter defined) obtained from Seller or any Affiliate of Seller in connection with the Sale Process in compliance with Sections 222 and 631 of the Communications Act and all other Laws governing the use, collection, disclosure and storage of such information. For purposes hereof, "subscriber information" means personally identifiable information pertaining to customers, including names, telephone numbers, e-mail and billing addresses, credit card numbers and expiration dates and bank account numbers and routing numbers.

Section 5.2 Conduct of Business. From the date of this Agreement to the Closing, except (a) as required by applicable Laws, (b) as otherwise contemplated by this Agreement, (c) as set forth in **Section 5.2** of the Seller Disclosure Schedule or (d) as Buyer otherwise agrees in writing (which agreement shall not be unreasonably withheld, conditioned or delayed), Seller shall (i) conduct the Business in the Ordinary Course and use commercially reasonable efforts, to preserve intact the Business and its relationships with customers, suppliers and employees; (ii) continue making marketing, advertising and promotional expenditures with respect to the Business in the Ordinary Course; (iii) maintain sufficient Inventory for the Systems to permit the continued maintenance of the Systems and operation of the Business, as currently conducted, for at least thirty (30) days; (iv) make capital expenditures in the Ordinary Course reasonably required for routine maintenance of the Systems [Redacted]; and (v) not:

(a) incur, create or assume any Encumbrance on any of the Transferred Assets that will remain in existence after the Closing, other than a Permitted Encumbrance;

(b) other than (i) the disposition of obsolete Inventory and (ii) transactions in the Ordinary Course, sell, lease, sublease, license, transfer or dispose of any assets that would be included in the Transferred Assets;

(c) enter into or obtain any Assigned Contract that would have been a Material Contract if entered into prior to the date of this Agreement, any Assigned Lease or Governmental Authorization, except (i) Assigned Contracts for the provision of services to customers (including Commercial Subscribers) in the Ordinary Course and (ii) Assigned Contracts, Assigned Leases or commitments entered into in the Ordinary Course that are terminable on not more than ninety (90) days' prior notice without the payment of any penalty or fee;

(d) (i) waive any material rights under or modify, renew, or amend in any material respect any Material Contract, Assigned Lease or Governmental Authorization (other than with respect to renewals of Assigned Contracts, Assigned Leases or commitments that are terminable on not more than ninety (90) days' prior notice without the payment of any penalty or

fee); or (ii) suspend, abrogate, reject, repudiate or terminate any Material Contract, Assigned Lease or Governmental Authorization;

(e) [Redacted];

(f) [Redacted];

(g) [Redacted];

(h) except to the extent required under any Law, enter into any contract with any labor organization that contains a successor clause or otherwise purports to bind Buyer in any way, it being agreed by Seller that Buyer will not assume any collective bargaining agreement entered into by Seller with respect to any Employees;

(i) fail to implement procedures for disconnection and discontinuance of service to subscribers of the Systems whose accounts are delinquent, as described in Section 5.2(i) of the Seller Disclosure Schedule;

(j) [Redacted];

(k) except as required by Law, settle any Action that would result in the Seller being enjoined in any material respect from engaging in the Transaction or that would otherwise restrict in any material respect Buyer's ability to own and operate the Business after the Closing;

(l) with respect to the Business, make any material change in any method of accounting, keeping of books of account or accounting practices in any material method of Tax accounting of Seller unless, in each case, required by applicable Law (including accounting and financial reporting rules and regulations) or in order to comply with any GAAP requirements, FASB interpretations or a request by the Seller's independent auditors; or

(m) authorize or enter into any agreement or commitment to do any of the foregoing.

Section 5.3 Commercially Reasonable Efforts.

(a) Seller and Buyer shall cooperate and use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to the other party's obligations hereunder, and shall use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to their obligations hereunder, in each case, to the extent they have the ability to control the satisfaction of such obligations. Without limiting the generality of the foregoing, Buyer and Seller shall each, with the reasonable cooperation of the other, (i) make all filings and submissions with respect to this Agreement required by applicable Laws, and promptly file any additional information reasonably requested as soon as practicable after receipt of such request therefor and promptly file any other information that is necessary, proper or advisable to permit the consummation of the

Transaction, and (ii) use commercially reasonable efforts to obtain and maintain all LFA Approvals and Consents.

(b) Without limiting the generality of the foregoing:

(i) as soon as practicable after the execution of this Agreement, but in any event no later than ten (10) Business Days after such execution (subject to extension for a period of up to an additional ten (10) Business Days, if reasonably necessary for a party to complete its application), Seller and Buyer shall prepare and file or deliver, or cause to be prepared and filed or delivered, all applications (including FCC Forms 394 or other appropriate forms) and requests required to be filed with or delivered to the FCC, any Government Entity or any other Person that are necessary to obtain the LFA Approvals for the transfer of the Franchises and any Consents of the FCC or any other Government Entity in connection with the Transaction, which applications and requests shall include, where applicable, a request that Seller and its Affiliates, as applicable, be unconditionally released from or under any obligation under the applicable Transferred Asset arising from and after the Closing Time or any of Seller's or its Affiliates' guarantee or surety of any of Seller's obligations or performance thereunder so that, in any such case, Buyer shall be solely responsible for the Assumed Liabilities; provided that obtaining any such unconditional release shall not be a closing condition for Seller. Subject to Section 2.5(a)(i)(F), Seller shall be responsible for and pay all administrative, transfer, filing and processing fees and other costs imposed by a Government Entity as a condition to processing or giving any Consent or LFA Approval to transfer a Governmental Authorization; and

(ii) as soon as practicable after the execution of this Agreement, but in any event no later than ten (10) Business Days after such execution (subject to extension for a period of up to an additional ten (10) Business Days, if reasonably necessary for Seller to complete its requests for Consent), Seller shall make appropriate requests for any Consents required under the Assigned Contracts and Assigned Leases and with respect to those Assigned Contracts designated in **Sections 3.3 and 3.10(a)** of the Seller Disclosure Schedule as contracts which require bifurcation (the "Bifurcated Contracts"), the parties shall make appropriate requests to the applicable third party under such contracts that the applicable Bifurcated Contract be bifurcated between Buyer and Seller such that Seller may retain its rights and obligations under such contract insofar as they relate to the cable systems not being transferred under this Agreement and the applicable Bifurcated Contract shall be assigned to Buyer and Buyer shall assume and agree to be bound by and perform under the applicable Bifurcated Contract insofar as it relates to the Systems and to the period from and after the Closing Time. Each such request shall include a request that Seller and their Affiliates be unconditionally released from or under any obligation under the applicable Transferred Asset arising from and after the Closing Time or any of Seller's or its Affiliates' guarantee or surety of any of Seller's obligations or performance thereunder. Without limiting the foregoing, Buyer and Seller shall use their respective reasonable efforts to obtain or to cause to be obtained any consent, substitution, approval or amendment required to assign or transfer the Assigned Contracts and Assigned Leases to Buyer and Seller shall be permitted to seek to novate all obligations and liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of Seller and its Affiliates with

respect to Assumed Liabilities so that, in any such case, Buyer shall be solely responsible for the Assumed Liabilities. Seller acknowledges and agrees that obtaining any such unconditional release shall not be a closing condition for Seller. Subject to Section 2.5(a)(i)(G), Seller shall be responsible for and pay all administrative, transfer, filing and processing fees imposed by a Person as a condition to processing or giving any Consent to transfer an Assigned Contract or Assigned Lease.

(c) [Redacted].

(d) Buyer shall provide or enter into, effective at or prior to Closing, a substitute performance bond, guaranty, letter of credit or similar arrangement with respect to any similar item disclosed in **Section 3.21** of the Seller Disclosure Schedule. Buyer shall have no obligation or liability with respect to the release of any performance bond, guaranty, letter of credit or similar arrangement posted by Seller in connection with the Business; provided that Buyer shall reasonably cooperate with Seller in connection with any such release.

(e) Seller will deliver to the applicable Government Entity with each FCC Form 394 a proposed Franchise transfer resolution substantially in the form of **Exhibit D**. Seller will request all Seller Consents by letter substantially in the form of **Exhibit E**. Nothing contained herein will require that the effectiveness of any Consent or Franchise transfer resolution or the Closing be conditioned upon receiving any such Consent or Franchise transfer resolution in the forms provided in **Exhibit D or Exhibit E**, as applicable. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges and agrees that, subject to subsections (g) and (h) of this Section 5.3, Seller will control and manage the process of obtaining the Seller Consents and LFA Approvals and Buyer will cooperate with Seller in all commercially reasonable respects in connection with Seller's efforts to obtain such Consents. Seller agrees to consult with Buyer in advance of any material meetings or other material communications relating to the Seller Consents and LFA Approvals and to give Buyer the reasonable opportunity to comment on such material communications and to attend and participate in such material meetings. Neither Buyer nor any of its employees, agents, representatives or any other Person acting on behalf of Buyer will contact any Government Entity or other Person from whom a Seller Consent or LFA Approval is sought for the purpose of seeking any amendment, modification or change to any Governmental Authorization, Assigned Contract or Assigned Lease, for the purpose of waiving or extending the time period in which such Government Entity or other Person is required to act on the request for Seller Consent or LFA Approval, or for any other purpose that could reasonably be expected to have the result of hindering or delaying the receipt of any Seller Consent or LFA Approval; provided, however, it is understood and agreed that nothing herein shall prevent Buyer (or its employees, agents, representatives or any other Person acting on behalf of Buyer) from (x) responding to requests initiated by any Government Entity or other Persons regardless of whether a Seller Consent or LFA Approval has been sought from such Government Entity or other Person (and Buyer shall promptly apprise Seller of all such requests) and (y) scheduling introductory and follow-up meetings with any Government Entity or other Person regardless of whether an LFA Approval or Seller Consent has been sought from such Government Entity or other Person,

provided Buyer (i) reasonably cooperates with Seller in scheduling such meetings, (ii) consults with Seller in advance of attending such meetings and (iii) gives Seller the reasonable opportunity to attend and participate at such meetings.

(f) Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other commercially reasonable actions as may be necessary or appropriate to evidence, consummate and implement expeditiously the Transaction.

(g) [Redacted].

(h) [Redacted]

(i) During the period from the date hereof to the Closing Date, Seller shall timely file any required requests for renewal under Section 626 of the Communications Act with the proper Government Entity in respect of any Franchise expiring within thirty (30) months after the Closing; provided, that Seller shall consult with Buyer prior to the filing of any such request for renewal and shall provide to Buyer a correct and complete copy of any such request for renewal as filed promptly upon such filing.

(j) Buyer shall use commercially reasonable efforts to become duly qualified to do business in each of the states in which the Transferred Assets are located prior to the Closing.

(k) Seller shall use commercially reasonable efforts to complete the [Redacted] prior to the Closing.

(l) Seller shall use commercially reasonable efforts to complete the [Redacted] prior to the Closing.

Section 5.4 Tax Matters.

(a) Buyer shall be liable for any Taxes imposed with respect to the Business or any Transferred Assets or any income or gains derived with respect thereto (and any Losses directly or indirectly relating to or arising out of any such liability for Taxes) for any taxable period or portion thereof beginning after the Closing Time.

(b) All real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Transferred Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period included in the Post-Closing Tax Period. Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Period. Within 90 days after the Closing, Seller and Buyer shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 5.4(b) together with such supporting evidence as is reasonably necessary to calculate

the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) days after delivery of such statement. Thereafter, Seller shall notify Buyer upon receipt of any bill for real or personal property Taxes relating to the Transferred Assets, part or all of which are attributable to the Post-Closing Tax Period, and shall promptly deliver such bill to Buyer who shall pay the same to the appropriate Government Entity, provided that if such bill covers the Pre-Closing Tax Period, Seller shall also remit prior to the due date of assessment to Buyer payment for the proportionate amount of such bill that is attributable to the Pre-Closing Tax Period. If either Seller or Buyer shall thereafter make a payment for which it is entitled to reimbursement under this Section 5.4(b), the other party shall make such reimbursement promptly but in no event later than 30 days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement. Any payment required under this Section 5.4(b) and not made within 10 days of delivery of the statement shall bear interest at the rate per annum determined, from time to time, under the provisions of Section 6621(a)(2) of the Code for each day until paid. Notwithstanding the foregoing, there shall be no reimbursement with respect to any Tax payments or obligations that were taken into account in calculating the adjustments to the Purchase Price pursuant to Section 2.5.

(c) All federal, state, local or foreign or other excise, sales, use, value added, transfer (including real property transfer or gains), stamp, documentary, filing, recordation and other similar taxes and fees that may be imposed or assessed as a result of the Transaction, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties ("Transfer Taxes"), shall be borne equally by Buyer, on the one hand, and Seller, on the other hand. Any Tax Returns that must be filed in connection with Transfer Taxes shall be prepared by the party primarily or customarily responsible under applicable Law for filing such Tax Returns, and such party will use commercially reasonable efforts to provide such Tax Returns to the other party at least ten (10) Business Days prior to the date such Tax Returns are due to be filed. Such Tax Returns shall be prepared consistent with the allocation of the Purchase Price pursuant to Section 2.9 hereof. Buyer and Seller shall cooperate in the timely completion and filing of all such Tax Returns. Any Transfer Taxes resulting from any subsequent increase in the Purchase Price shall be borne in accordance with the provisions of this Section 5.4(c).

(d) If, after the Closing, Buyer or any of its Affiliates receives a refund of Taxes paid by the Seller with respect to the Pre-Closing Period, Buyer shall promptly transfer, or cause to be transferred, to Seller the entire amount of the refund received by Buyer or its Affiliates, except to the extent such Tax refund was reflected as an increase to the Purchase Price pursuant to Section 2.5.

(e) With respect to those Transferred Employees who are employed by Buyer within the same calendar year as the Closing, Buyer shall, in accordance with and to the extent permitted pursuant to Internal Revenue Service Revenue Procedure 2004-53, assume all responsibility for preparing and filing Form W-2, Wage and Tax Statement, Form W-3, Transmittal of Wage and Tax Statements, Form 941, Employer's Quarterly Federal Tax Return,

Form W-4, Employee's Withholding Allowance Certificate and Form W-5, Earned Income Credit Advance Payment Certificate. Seller and Buyer agree to utilize and otherwise comply with the alternate procedures described in Section 5 of the Internal Revenue Service Revenue Procedure 2004-53. Seller shall provide information and data to Buyer upon reasonable request with respect to wages and payroll taxes for Transferred Employees for such year in order for Buyer to timely file such forms for such year.

(f) Buyer and Seller agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Transferred Assets and the Business as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Government Entity, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Seller and Buyer shall reasonably cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Business or the Transferred Assets. In addition, Seller agrees to maintain its Tax records for a period of three (3) years after the Closing Date and agrees to afford Buyer reasonable access to such records during normal business hours upon reasonable advance notice. Seller will notify Buyer prior to the destruction of such records prior to the third anniversary of the Closing Date in order to give Buyer a reasonable opportunity to obtain copies of such records prior to their destruction.

(g) Seller shall use commercially reasonable efforts to (i) provide to Buyer no later than sixty (60) days after Closing a tax clearance certificate issued by the States of Texas and Colorado with respect to the Business and (ii) provide to Buyer no later than one hundred eighty (180) days after Closing a tax clearance certificate issued by the State of New Mexico with respect to the Business.

Section 5.5 Employees.

(a) No later than forty-five (45) days prior to Closing, Seller shall provide Buyer with an updated Employee List which shall list all Employees by work location as of a recent date, showing the original hire date, the then-current positions and rates of compensation, rate type (hourly or salary) and scheduled hours per week. The updated Employee List shall also indicate which of such employees, if any, Seller intends to retain as its employees (the "Retained Employees"). To the extent permissible by applicable Law, Seller agrees to reasonably cooperate with Buyer to allow Buyer to meet with and interview the Employees listed on the Employee List who are not Retained Employees (the "Available Employees") (during normal working hours prior to Closing upon reasonable advance notice to Seller to the attention of James Pearson and at such times and places as Mr. Pearson shall determine in his reasonable discretion) in connection with the process of making offers of employment. Buyer shall notify Seller at least ten Business Days prior to making any offers to Available Employees, and in no event shall Buyer contact any Available Employee regarding offers of employment without the prior consent of Seller (which consent shall not be unreasonably withheld or delayed). Each offer by Buyer will include employment with at least the same base salary that such Employee receives from Seller as of the Closing Date, at the same general geographic location (or within 45 miles of such location) as such Employee's primary place of employment as of the Closing

Date and benefits equivalent to those offered to similarly-situated employees of Buyer. Buyer and Seller shall reasonably cooperate from and after the date of this Agreement to communicate with Available Employees regarding the offers of employment (including with respect to the form of the employment offer notice) to be made by Buyer hereunder and otherwise to give effect to this Section 5.5. Those Available Employees who accept offers of employment with, and are hired by, Buyer shall be referred to herein as "Transferred Employees".

(b) From and after the Closing Time, Transferred Employees shall be eligible to participate in the employee benefit plans, agreements, programs, policies and arrangements of Buyer (the "Buyer Plans") in accordance with their respective terms on the same basis as similarly-situated employees of Buyer and its Affiliates and as otherwise provided in this Section 5.5.

(c) If Buyer discharges any Transferred Employee without cause within one hundred eighty (180) days after Closing (the "Employee Termination Period"), then Buyer shall provide severance pay and benefits that are at least equal to those that would have been provided in accordance with Seller's severance policies and practices as set forth on **Schedule 5.5(c)** to such discharged Transferred Employee, giving effect to such employee's past service with Seller or any of its Affiliates (including service with predecessor owners, managers or operators of the Systems); provided, however, if Buyer hires effective as of the Closing Date more than [Redacted] of the Available Employees, Seller shall reimburse Buyer for an amount equal to the Severance Reimbursement Amount. [Redacted]. For purposes of this Section 5.5(c), "cause" shall have the meaning set forth in Buyer's employment policies, procedures or agreements applicable to Buyer's employees who are similarly situated to the discharged Transferred Employee.

(d) As between Buyer and Seller, Seller shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred by such Transferred Employee or his or her covered dependents prior to the Closing. Buyer shall be responsible for all expenses and benefits with respect to claims incurred by Transferred Employees or their covered dependents from and after the Closing in accordance with the terms and conditions of Buyer's medical, life, disability, and other welfare plans provided, however, that all Liabilities with respect to worker's compensation claims incurred prior to the Closing shall be retained by the Seller. For purposes of this Section 5.5(d), a claim is deemed incurred: in the case of medical or dental benefits, when the services that are the subject of the claim are performed; in the case of life insurance, when the death occurs; in the case of disability benefits, when the Employee becomes disabled; and in the case of workers compensation benefits, when the event giving rise to the benefits occurs. Except as required by applicable Law, as of the Closing, the Transferred Employees shall cease to accrue further benefits under the Benefit Plans and other employee benefit plans and arrangements maintained by Seller and its Affiliates and shall commence participation in the Buyer Plans, including Buyer Plans that are welfare plans.

(e) With respect to any Buyer Plan that is a "welfare benefit plan" (as defined in Section 3(1) of ERISA), or any other plan maintained by Buyer that would be a "welfare

benefit plan” (as defined in Section 3(1) of ERISA) if it were subject to ERISA, Buyer shall (i) provide coverage for Transferred Employees and their beneficiaries effective no later than the last day of the month in which the Closing occurs and (ii) cause to be waived any pre-existing conditions, actively at work requirements and waiting periods thereunder or pursuant to Buyer’s policies or practices to the extent reasonably necessary to provide continuous coverage for Transferred Employees (but in each case subject to any waiting period or limitations already in effect with respect to such Transferred Employees and their beneficiaries under Seller’s Benefit Plans); provided, however, this shall not require any Buyer Plan to provide coverage for any pre-existing condition for which a Transferred Employee was not covered under Seller’s Benefit Plans because of a pre-existing condition exclusion under Seller’s Benefit Plan.

(f) Subject to Section 5.5(e), Transferred Employees shall be given credit for all purposes, including for purposes of eligibility and vesting (but not for benefit accrual, except for accrual of vacation benefits) and other entitlement to benefits or rights, under each Buyer Plan in which such Transferred Employees are eligible to participate, for all service with Seller or any of its Affiliates credited under similar plans of Seller.

(g) If, following the Closing, Buyer maintains a tax-qualified 401(k) retirement plan for its employees, Buyer shall, upon reasonable evidence of qualification under Code Section 401(a) of Seller’s 401(k) retirement plan, take all actions commercially reasonable to permit, beginning as soon as practicable following the Closing, each Transferred Employee to effect a rollover from Seller’s 401(k) plan (and/or a direct transfer from a trust established under Seller’s 401(k) plan to a trust established under Buyer’s 401(k) plan), including notes evidencing any outstanding plan loans from Seller’s 401(k) plan, to an account under Buyer’s 401(k) plan.

(h) Buyer agrees to provide any required notice under the WARN Act and any similar state or non-U.S. statute, and otherwise to comply with any such statute with respect to any “plant closing” or “mass layoff” (as defined in the WARN Act) or group termination or similar event for which Buyer is responsible affecting Transferred Employees and occurring from and after the Closing. Seller agrees to provide or cause to be provided any required notice and to discharge any liability under the WARN Act, and any similar state or non-U.S. statute, and otherwise to comply with any such statute with respect to any “plant closing” or “mass layoff” (as defined in the WARN Act) or group termination or similar event affecting the Employees (including the transactions contemplated by this Agreement) and occurring prior to the Closing.

(i) Effective as of the Closing Date, Buyer shall assume all Liabilities under Section 601 et seq. of ERISA (“COBRA”) or other similar applicable state Laws with respect to continued coverage under COBRA (or other similar applicable state Laws) for any qualifying events arising on or after the Closing Date for all Transferred Employees (and their qualified beneficiaries). Further, to the extent required by Treasury Regulation Section 54.4980B-9, Q&A-8(c), Seller shall perform all obligations under COBRA and the foregoing provisions of the Code and ERISA with respect to each Retained Employee and each employee of Seller who is an “M&A qualified beneficiary” with respect to the Transaction, as such term is defined by Treasury Regulation Section 54.4980B-9, Q&A-4. Buyer shall offer no inducement to any

Transferred Employee to elect "continuation coverage" pursuant to COBRA with respect to Seller's "group health plan" (as such term is defined under COBRA).

(j) Buyer agrees that it shall indemnify, defend and hold harmless the Seller Indemnified Parties from and against any Losses imposed on the Seller Indemnified Parties directly or indirectly relating to or arising out of, after the Closing Date, the termination of employment by Buyer, or the wrongful discharge by Buyer, including constructive discharge by Buyer or its Affiliates, of any Transferred Employee, or the violation by Buyer of any Law or agreement of Buyer (including employment contracts between the employee and Buyer) with respect to any Transferred Employee.

(k) Nothing herein express or implied by this Agreement shall confer upon any Employee, or legal representative thereof, any rights or remedies, including any right to employment or benefits for any specified period, of any nature or kind whatsoever, under or by reason of this Agreement.

Section 5.6 Name of Business. Buyer acknowledges that, after the Closing Date, Seller shall have the absolute and exclusive proprietary right to all names, marks, trade names, service marks and Trademarks owned by Seller or any Affiliate of Seller and used in the operation of the Systems (collectively, the "Business Names"), including all trade names incorporating "US Cable" by itself or in combination with any other Business Name, and that none of the rights thereto or goodwill represented thereby or pertaining thereto are being transferred hereby or in connection herewith. Notwithstanding the foregoing, for a period of ninety (90) days following the Closing or such other period as may be set forth in the Transition Services Agreement, Buyer may continue to operate the Systems using the Business Names, including use of any vehicles, signage or other equipment included in the Transferred Assets that have a Business Name affixed to them. From and after the expiration of such 90-day period or such other period, Buyer shall remove or cover (as by stickering) any such name, phrase or logo from any item included in the Transferred Assets that bears such name, phrase or logo and take such other actions as may be necessary or advisable to clearly and prominently to indicate that neither Buyer nor any of its Affiliates is affiliated with Seller, or any of its Affiliates. Notwithstanding the foregoing, nothing in this Section 5.6 shall require Buyer to remove or discontinue using any Business Name that is affixed as of the Closing Date to converters or other items in or to be used in consumer homes or properties, or as are used in a similar fashion making such removal or discontinuation impracticable.

Section 5.7 Cooperation on Programming Matters.

(a) Buyer acknowledges that as of the date of this Agreement the Systems distribute the programming services set forth in Seller's channel line-ups attached as **Section 3.20(a)** of the Seller's Disclosure Schedule (the "Programming Services"), and that Seller has discussed with Buyer the benefits that it may derive from the Systems' continued carriage of each of the Programming Services following the Closing and has recommended that Buyer continue to carry the Programming Services. Buyer agrees to consider Seller's recommendation in good faith. Buyer further acknowledges that its rights to carry the Programming Services shall

be subject to Buyer's entering into an appropriate contract or arrangement with each provider of the Programming Services. Buyer also acknowledges that the Programming Services may be delivered to or carried by the Systems pursuant to agreements that are Excluded Assets and that Buyer may be required by the Closing Date to have entered into similar agreements with the other parties to such agreements should it elect for the Systems to continue to receive and to carry the related signals following Closing.

(b) Buyer shall execute and deliver to Seller such documents and take such other appropriate actions as may be reasonably requested by Seller to comply with the commercially reasonable requirements of Seller's programming agreements, retransmission consent agreements and channel line-up requirements with respect to the divestiture of the Systems (including, as applicable, executing and delivering RTC/Programming Assumption Agreements as provided in Section 5.10); provided that Buyer shall not be required (i) to agree to any Buyer Imposition in connection with such matters or (ii) to assume any such agreement that is not listed on **Schedule 2.2(m)**.

(c) Buyer agrees that to the extent a programmer or broadcaster ("Programmer") that is a party to a retransmission consent agreement or programming agreement related to the Systems elects to require Buyer to assume the obligation to distribute its programming under the terms of Buyer's programming agreement with such Programmer (to the extent Buyer has such programming or retransmission consent agreement with such Programmer in force), Buyer hereby agrees to assume such obligation under its terms.

(d) Buyer agrees that to the extent a Programmer that is a party to a retransmission consent agreement or programming agreement related to the Systems elects to require Buyer to negotiate a new programming or retransmission consent agreement with such Programmer, Buyer hereby agrees to negotiate with such Programmer in good faith the terms of a new programming agreement with respect to any Programming Service that Buyer desires for the Systems to continue to receive and carry following Closing.

(e) Seller shall have no obligation to disclose any provisions of any retransmission consent agreement or programming agreement to the extent such disclosure is prohibited by the terms thereof.

(f) For purposes of clarity, other than with respect to the Assigned Programming Agreements and Assigned RTC Agreements, neither the Programming Services nor any of Seller's rights related to any programming agreement or retransmission consent agreement for Programming Services constitute a Transferred Asset or are otherwise being transferred under this Agreement.

(g) [Redacted].

Section 5.8 Telecommunications Authorizations. Buyer acknowledges and agrees that, following the Closing, Buyer shall have no right to Seller's state and federal telecommunications licenses and authorizations for non-cable services, including those set forth

on **Schedule 5.8** (collectively, the “Telecommunications Authorizations”), each of which are Excluded Assets (other than Seller’s FCC Domestic Section 214 Authorization insofar as it relates to the Systems), and that Seller may terminate some or all of such Telecommunications Authorizations. Following the execution hereof, Buyer will use commercially reasonable efforts to obtain replacement authorizations for the Telecommunications Authorizations set forth on **Schedule 5.8** and other similar licenses, permits and authorizations, in each case, to the extent Buyer reasonably determines that any such Telecommunications Authorization or other similar license, permit or authorization is necessary or appropriate for the offer of non-cable services by Buyer to customers of the Systems (collectively, the “Buyer Telecom Authorizations”). Buyer will prepare and file, or cause to be prepared and filed, within fifteen (15) Business Days after the date of this Agreement, all applications (including any applicable FCC forms) required to be filed in connection with such efforts. Buyer will pay all fees and expenses incurred by Buyer with respect to the foregoing. Any Liability resulting from the failure to obtain the Buyer Telecom Authorizations or to file such applications shall be the sole responsibility of Buyer and shall be an Assumed Liability.

Section 5.9 No Other Representations or Warranties.

(a) Buyer acknowledges and agrees that it (a) has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the Transferred Assets, Business, the Assumed Liabilities and the Systems and (b) subject to Section 5.1(a), has been furnished with or has been given adequate access to such information about the Transferred Assets, the Business, the Assumed Liabilities and the Systems as it has requested. In connection with Buyer’s investigation of the Transferred Assets, the Business, the Assumed Liabilities and the Systems, Buyer may have received and may hereafter receive from Seller or its representatives estimates, projections and other forecasts relating to the Transferred Assets, the Business, the Assumed Liabilities and the Systems, and plan and budget information with respect thereto (collectively, “Projections”). Buyer acknowledges that there are uncertainties inherent in attempting to make Projections, that Buyer is familiar with such uncertainties, and that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of any Projections and Seller shall have no liability or obligation with respect thereto.

(b) Buyer acknowledges and agrees that, except for the representations and warranties made by Seller and expressly set forth in ARTICLE III of this Agreement and the Ancillary Agreements (if applicable), neither Seller nor any Affiliate or representative of Seller has made and shall not be construed as having made to Buyer or to any representative or Affiliate of Buyer, and neither Buyer nor any Affiliate nor any representative of Buyer is relying upon or has relied upon, any representation or warranty of any kind, expressed or implied, at law or in equity and Buyer acknowledges and agrees that Seller hereby specifically disclaims any such representations or warranties. Without limiting the generality of the foregoing, and notwithstanding any express representation and warranty made by Seller in ARTICLE III of this Agreement and the Ancillary Agreements (if applicable), Buyer agrees that neither Seller nor any Affiliate or any representative of Seller makes or has made any representation or warranty to Buyer or to any representative or Affiliate of Buyer with respect to any Projections or, except to

the extent and as expressly covered by a representation and warranty of Seller contained in ARTICLE III of this Agreement and the Ancillary Agreements (if applicable), with respect to any other statements, documents or other information heretofore or hereafter delivered to or made available to Buyer or to any representative or Affiliate of Buyer, and that Buyer will not assert any claim against Seller or any of its Affiliates or any of their directors, officers, employees, members, managers, agents, investors, or representatives, or hold Seller or any such Persons liable with respect to any such Projections or other statements, documents or other information heretofore or hereafter delivered to or made available to Buyer or to any representative or Affiliate of Buyer except for claims against Seller to the extent and as expressly covered by a representation and warranty of Seller contained in ARTICLE III of this Agreement and the Ancillary Agreements (if applicable). Buyer acknowledges and agrees that Buyer is acquiring the Transferred Assets subject only to the specific representations and warranties set forth in ARTICLE III of this Agreement and the Ancillary Agreements (if applicable) as further limited by the specifically bargained-for exclusive remedies as set forth in this Agreement.

Section 5.10 RTC/Programming Assumption Agreements. Subject to Section 5.7, at or prior to the Closing, Buyer and Seller shall execute and deliver assignment and assumption agreements and/or other applicable instruments as required under the applicable Assigned RTC Agreements and Assigned Programming Agreements (any such assignment and assumption agreement and/or other applicable instrument, shall be referred to herein as an "RTC/Programming Assumption Agreement") pursuant to which Seller shall assign the applicable Assigned RTC Agreements and Assigned Programming Agreements (insofar as such agreements relate to the Systems) to Buyer and Buyer shall assume and agree to be bound by and perform the Assigned RTC Agreements and Assigned Programming Agreements in their entirety insofar as such agreements relate to the Systems.

Section 5.11 Non-Competition.

(a) For a period of [Redacted] from and after the Closing Date, Seller shall not, without Buyer's prior written consent, directly or indirectly, own, manage, operate, control or consult for any companies that own, manage, operate, control or otherwise engage in the distribution over wireline of multi-channel video, high speed data or telephony to customers who are located within any county contiguous with any of the Communities (a "Restricted Business"); provided, however, that the restrictions contained in this Section 5.11(a) shall not prevent Seller from, directly or indirectly, acquiring or holding less than [Redacted] of the outstanding capital stock of any publicly traded company engaged in a Restricted Business. Notwithstanding anything contained in this Agreement or otherwise to the contrary, for the avoidance of doubt, nothing in this Agreement or otherwise shall be construed to prohibit or restrict (i) Smart City Networks, Limited Partnership or any of its affiliates from providing multichannel video programming services, high-speed data services and/or telephone services or other communication services to hotels and convention centers in any area (other than in the counties in which the Communities are located), (ii) the Seller or any of its Affiliates from providing non-wireline based telecommunications services offered on a nationwide basis, in any area, including the Communities and any county contiguous therewith or (iii) Comcast

Corporation or any of its affiliates from engaging in or otherwise conducting or participating in any activities whatsoever in any area (including engaging in a Restricted Business in the Communities or any county contiguous therewith).

(b) The rights of Buyer under this Section 5.11 are of a specialized and unique character, and immediate and irreparable damage would result to Buyer if Seller fails to or refuses to perform its obligations under this Section 5.11 and, notwithstanding any election by Buyer to claim damages from Seller as a result of any such failure or refusal, Buyer may, in addition to any other remedies and damages available, all of which shall be cumulative, be entitled to seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal without the obligation of posting a bond, cash, or otherwise, and Seller waives any defense that Buyer has an adequate remedy at law.

(c) The parties hereto agree that, if any court of competent jurisdiction in a final nonappealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 5.11 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined by such court to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party.

Section 5.12. Cooperation on Pending Litigation. With respect to any defense or prosecution of any litigation or legal proceeding with respect to the Systems that relates to the period prior to the Closing Time and for which Seller is responsible pursuant to this Agreement, Buyer shall cooperate with and assist Seller, upon Seller's reasonable request, by making witnesses available and providing all information in its possession (including access to employees with information regarding such proceedings and access to Books and Records that may relate to the proceedings) that Seller may reasonably require in connection with such litigation or legal proceedings or in response to any complaint, claim, inquiry, order or requirements of any Government Entity or other Person; provided that Buyer shall not be required to take any action that would reasonably be determined to violate any Law or to result in the waiver of any attorney-client privilege. Seller shall promptly reimburse Buyer for Buyer's reasonable out-of-pocket expenses incurred in connection therewith.

Section 5.13. Update of Seller Disclosure Schedule; Cure. Seller shall have the right from time to time and at any time prior to the Closing to propose supplements or amendments to the Seller Disclosure Schedule with respect to any matter hereafter arising or discovered that, if existing or known on or prior to the date of this Agreement, would have been required to be set forth or described in the Seller Disclosure Schedule. Any such supplemental or amended disclosure accepted in writing by Buyer prior to Closing shall be deemed to have cured or otherwise updated any affected representation or warranty (including any breach thereof) made herein for purposes of the indemnification provided in Section 7.2(a) and shall be deemed to have cured or otherwise updated any such affected representation or warranty (including any breach thereof) for purposes of determining whether the condition set forth in Section 6.2(a) has been satisfied. Buyer agrees that it will be deemed to have accepted any such supplemental or amended disclosure permitted to be made by Seller pursuant Section 5.14 and Section 5.17. If,

prior to Closing, Buyer has Knowledge that any breach of a representation or warranty of Seller has occurred (other than through notice from Seller), Buyer shall promptly notify Seller thereof in writing and in reasonable detail; provided that no failure by Buyer so to notify Seller shall be deemed to release Seller from its indemnification obligations or to have waived any closing condition of Buyer. For all purposes hereunder, the existence or occurrence of any event or circumstance that constitutes or causes a breach of a representation or warranty of Seller or Buyer on the date such representation or warranty is made shall not be deemed to constitute a breach thereof if such event or circumstance is cured prior to Closing.

Section 5.14 Environmental Investigations.

(a) Buyer may elect, at Buyer's sole expense, to (i) order a Phase I environmental site assessment (which may include, at Buyer's option, nondestructive visible-only assessments of risks related to asbestos, radon, lead-based paint, and mold but shall not include sampling of asbestos, radon, lead-based paint, and mold) of each parcel of Owned Real Property and (ii) conduct tank tightness testing on underground storage tanks (if any) located on each parcel of Owned Real Property, to be performed by Terracon, Inc. or a qualified environmental firm mutually acceptable to Buyer and Seller, each acting in its reasonable discretion (the "Environmental Firm") on dates reasonably acceptable to Seller and without unreasonably interfering with the operation of the Systems, all of which Phase I environmental site assessments and tank tightness testing must be completed within forty (40) days following the date of this Agreement (subject to an extension of up to twenty (20) days upon notice from Buyer to Seller that such assessments could not be completed within the 40-day period for reasons beyond the Buyer's and the Environmental Firm's control). Upon receipt from the Environmental Firm, Buyer will promptly deliver copies of such Phase I environmental assessment and tank tightness testing reports and reports related to Phase II Investigations (if any, as described below) to Seller. Seller shall comply with any reasonable request to provide information (to the extent such information is in Seller's possession or under its control and not constituting attorney-client privileged communications) made by Buyer or the Environmental Firm in connection with any such investigations and shall afford Buyer and the Environmental Firm access to all areas of the applicable parcel(s) of Owned Real Property, at reasonable times and in a reasonable manner in connection with any such investigations.

(b) With respect to any parcel of Owned Real Property for which a Phase I environmental assessment has been conducted, the following terms will apply:

(i) If the Environmental Firm recommends as a result of a Phase I environmental assessment that further investigation or testing is needed, Buyer may elect in its discretion, to cause the Environmental Firm to perform such additional investigations (each, a "Phase II Investigation") at the applicable Owned Real Property, such election to be made as soon as reasonably practicable following completion of the Phase I environmental site assessments (and in no event later than ten (10) Business Days after receipt by the parties of all Phase I reports from the Environmental Firm). Such Phase II Investigations, which, notwithstanding any restrictions imposed on the Phase I environmental site assessments conducted by Buyer, may include intrusive activities such as the collection of subsurface soil,

groundwater and building material samples, will be conducted at the sole expense of Buyer, and in accordance with a reasonable work plan prepared by the Environmental Firm (which will include commercially reasonable efforts to complete the Phase II Investigations as soon as reasonably practicable following the election of Buyer to conduct a Phase II Investigation and in no event later than sixty (60) days after such election (subject to an extension of up to thirty (30) days upon notice from Buyer to Seller that such assessments could not be completed within the 60-day period for reasons beyond the Buyer's and the Environmental Firm's control)) and on such dates and times as are reasonably acceptable to Seller and without unreasonably interfering with the operation of the Systems. A decision by Buyer to not obtain a Phase II Investigation will not constitute or be asserted to be a waiver of its rights under this Agreement.

(ii) If, as the result of any Phase II Investigation as provided in clause (i) above, the Environmental Firm recommends that response actions are required by Environmental Law or are necessary in order not to be in violation of an Environmental Law (a "Required Action"), the parties will jointly engage (the cost of such engagement to be paid by Seller), the Environmental Firm to estimate the cost of such Required Action and promptly (and in any event within ten (10) days) provide a copy of such estimate to the parties for review. The parties will review such estimate in good faith and use reasonable efforts to agree upon a mutually acceptable estimated cost of response (the "Estimated Response Cost"); provided that if the parties are unable to agree upon an Estimated Response Cost within ten (10) Business Days after receipt of the applicable Phase II Investigation report and estimate from the Environmental Firm, the Estimated Response Cost will equal the estimate provided by the Environmental Firm.

(iii) With respect to each parcel of Owned Real Property for which one or more Required Actions is identified under this Section 5.14, Seller may, in its sole discretion, elect to:

(A) cause the Purchase Price paid at Closing to be subject to adjustment in favor of Buyer in an amount equal to the Estimated Response Cost, and such adjustment will be deemed to be full and final satisfaction of Seller's obligations under this Agreement with respect to the subject environmental condition and such Required Action(s) and Buyer shall accept a transfer of the affected parcel of Owned Real Property without such Required Action(s) having been taken. Buyer understands and agrees that, in such event, no Losses arising out of or relating to the subject environmental condition or such Required Action(s) shall serve as the basis for a claim for indemnification by any of the Buyer Indemnified Parties pursuant to ARTICLE VII. Notwithstanding the foregoing, (i) if the actual cost to complete the Required Action (the "Actual Response Cost") is greater than the Estimated Response Cost, then, after Closing, Buyer shall be entitled to seek recourse from (and solely from) the Indemnity Escrow Fund (to the extent there are funds remaining in the Indemnity Escrow Fund and only up to the amount of such remaining funds) in an amount equal to the difference between Actual Response Cost and the Estimated Response Cost or (ii) if the Actual Response Cost is less than the Estimated Response Cost, then the

Purchase Price will be subject to an upward adjustment in connection with the post-Closing adjustment pursuant to Section 2.5(c) by an amount equal to the difference between Actual Response Cost and the Estimated Response Cost or Buyer will otherwise promptly reimburse Seller for such difference. Buyer acknowledges and agrees that (a) the amount of the Indemnity Escrow Fund (to the extent there are funds remaining in the Indemnity Escrow Fund and only up to the amount of such remaining funds) shall constitute the sole resource for and a cap on the maximum aggregate amount available to Buyer in the event the Actual Response Cost is greater than the Estimated Response Cost and (b) Buyer shall have no recourse directly against Seller in the event the Actual Response Cost is greater than the Estimated Response Cost;

(B) cause any Required Action to be performed, at its expense, including by virtue of Seller's agreement to complete any such Required Action as soon as reasonably practicable after Closing to the extent such Required Action has not been completed prior to Closing;

(C) deem the real property that is subject to the Required Action(s) to be an Excluded Asset and Seller will acquire a parcel of real property to substitute for such real property that is subject to the Required Action(s), which parcel shall be substantially similar to the excluded parcel with respect to its intended use in the Business and mutually identified by and acceptable to Buyer and Seller, each acting in its reasonable discretion in good faith (for the avoidance of doubt, Buyer shall not be required to accept any replacement parcel with respect to which it has not been given the opportunity to conduct reasonable due diligence as provided below). In such case, Seller shall bear all costs and expenses related to Seller's identification and acquisition of such real property, and the construction and relocation, as applicable, of the improvements and facilities of the Systems resulting from the substitution of such real property in full and final satisfaction of Seller's obligations under this Agreement with respect to the subject environmental condition (and the parcel of real property with respect thereto) and such Required Action(s). Without limiting the foregoing, Seller will afford Buyer (at Buyer's expense), subject to the approval of the owner of the replacement parcel, a reasonable opportunity to conduct any due diligence it reasonably requires in good faith with respect to the replacement parcel prior to the acquisition of such parcel by Seller; provided that (i) any Phase I environmental site assessment to be performed at the replacement parcel shall be at Seller's sole expense and performed by a qualified environmental firm mutually acceptable to Buyer and Seller, each acting in its reasonable discretion, (ii) any such due diligence conducted by Buyer shall be at Buyer's risk (and Buyer agrees to indemnify and hold harmless the Seller Indemnified Parties with respect to any Losses to the extent directly resulting from Buyer's due diligence activities) and (iii) any such due diligence conducted by Buyer shall be promptly completed after a replacement parcel is identified by the parties (and in any event

such due diligence shall be completed within (40) days after a replacement parcel is mutually identified by the parties, subject to an extension of up to twenty (20) days upon notice from Buyer to Seller that such diligence could not be completed within the 40-day period for reasons beyond the Buyer's and the Environmental Firm's control). The parties agree that to the extent (i) the owner of the replacement parcel does not permit Buyer conduct the due diligence it reasonably requires in good faith or (ii) a Phase I environmental site assessment performed with respect to a replacement parcel provides that a recognized environmental condition is present, in each case, such replacement parcel shall not be deemed to be an acceptable replacement parcel; or

(D) if the Estimated Response Costs with respect to any or all parcels of Owned Real Property exceeds, in the aggregate, [Redacted], Seller may terminate this Agreement with no further Liability of Seller or Buyer.

(c) If at the time of the Closing, with respect to any individual parcel of Owned Real Property with respect to which (i) one or more Required Actions have been identified under this Section 5.14 and the Seller has yet to make the election described in Section 5.14(b)(iii) above or (ii) the Seller has chosen to acquire a replacement parcel in accordance with Section 5.14(b)(iii)(C) above but the parties have not yet obtained such replacement parcel, the applicable parcel of Owned Real Property (a "Deferred Parcel") shall be deemed to be an Excluded Asset without any reduction in the Purchase Price and Seller and Buyer will use their respective commercially reasonable efforts, to provide to Buyer all of the benefits of the Deferred Parcel that were enjoyed by Seller prior to the Closing, with Buyer entitled to all related revenues and Buyer responsible for all the losses, Taxes, Liabilities, costs and obligations related to such Deferred Parcel, other than Liabilities arising from pre-Closing periods (such Liabilities to be borne by Seller) and any obligations or Liabilities relating to the Deferred Parcel that the Seller is obligated to retain or discharge under this Section 5.14. After the Closing, at such time as each party has fulfilled all applicable obligations set forth in Section 5.14(b) with respect to any particular Deferred Parcel, Seller and Buyer shall execute such documents as are necessary to promptly assign and transfer Seller's rights in the Deferred Parcel or its replacement to Buyer and upon such transfer the Seller's rights to such Deferred Parcel or its replacement shall be deemed Transferred Assets for all purposes of this Agreement.

(d) As between Buyer and Seller, any access to the Owned Real Property by Buyer and the Environmental Firm shall be at the risk of Buyer, and in connection therewith, Buyer hereby agrees to indemnify and hold harmless Seller Indemnified Parties with respect to any Losses resulting from or arising out of Buyer's or the Environmental Firm's activities pursuant to this Section 5.14; provided, however, that Buyer's indemnification obligations shall not apply to any liabilities arising out of or related to Seller's acts or omissions. Promptly following any environmental investigation, Buyer shall, at its sole expense, restore the condition of any Owned Real Property on which it conducts an environmental investigation to substantially the same condition such real property was in prior to such investigation, subject to reasonable wear and tear. No investigation conducted under this Section 5.14 will have any effect upon the

representations and warranties made by Seller to Buyer under this Agreement and Seller will otherwise be permitted to update the Seller Disclosure Schedule as necessary to disclose the results of any such environmental investigation, and such disclosure shall be deemed to have cured or otherwise updated any affected representation or warranty (including any breach thereof) made herein for purposes of the indemnification provided in Section 7.2(a) and shall be deemed to have cured or otherwise updated any affected representation or warranty (including any breach thereof) for purposes of determining whether the condition set forth in Section 6.2(a) has been satisfied. All information collected and generated as a result of the environmental due diligence authorized by this Section 5.14 will be treated as "Confidential Information" pursuant to Section 5.1(a) of this Agreement.

Section 5.15 Title Commitments and Surveys. Within thirty (30) days after the execution of this Agreement, Buyer may order at its own expense (a) a commitment to issue a fee or leasehold (as applicable) title insurance policy on any Owned Real Property or Leased Real Property ("Title Commitment") to be issued by a nationally recognized title insurance company, and (b) an ALTA survey of the Owned Real Property or Leased Real Property, in such form as is necessary to obtain the title insurance to be issued pursuant to the Title Commitment. Seller shall reasonably cooperate (which, for the avoidance of doubt, will not require the expenditure by Seller of any funds or the inurrence of any Liability by Seller) with Buyer in obtaining such title commitments and surveys. Upon receipt of the Title Commitments, if Buyer provides notice to Seller within ten (10) days after receipt of such Title Commitments of any exception other than Permitted Encumbrances affecting title to the Owned Real Property, Seller shall exercise commercially reasonable efforts (which, for the avoidance of doubt, will not require the expenditure by Seller of any funds in excess of [Redacted] in the aggregate or the inurrence of any Liability by Seller) to remove or, with the consent of Buyer (which consent is not to be unreasonably withheld or delayed), cause the title insurance company to commit to insure over, such exceptions prior to the Closing.

Section 5.16 [Redacted]

Section 5.17 Risk of Loss. The risk of any loss or damage to the Transferred Assets resulting from fire, theft or any other casualty (except reasonable wear and tear) will be borne by Seller at all times prior to the Closing. In the event of any such loss or damage to the Transferred Assets prior to Closing, Seller shall, at its option and in its sole discretion, (i) repair or replace such Transferred Assets prior to Closing in full and final satisfaction of Seller's obligations under this Agreement with respect to such fire, theft or other casualty or damage to the applicable Transferred Assets, (ii) pay to Buyer at Closing any and all proceeds of insurance from third party insurers theretofore received (or the rights thereto will be assigned by Seller to Buyer at Closing, if not yet paid over to Seller) covering the Transferred Assets involved, together with an amount equal to the applicable deductible (if any) under any such third party insurance policies (or otherwise adjust the Purchase Price in favor of Buyer in the amount of such applicable deductible) and the Purchase Price paid at Closing shall be subject to adjustment in favor of Buyer in an amount equal to the cost to repair or replace the lost or damaged assets reasonably estimated by the parties, that is not covered by such insurance proceeds and

deductible amount, as applicable, in full and final satisfaction of Seller's obligations under this Agreement with respect to such fire, theft or other casualty or damage to the applicable Transferred Assets or (iii) to the extent the amount necessary to repair or replace all such damaged Transferred Assets not covered by third party insurance (if any) together with the amount of the applicable deductible (if any) under the applicable third party insurance policy (if any) exceeds, in the aggregate for all instances of loss or damage resulting from fire, theft or other casualty, [Redacted], Seller may terminate this Agreement upon ten (10) days prior written notice to Buyer with no further Liability of Seller or Buyer; provided, however, with respect to this clause (iii), if within said 10-day period Buyer notifies Seller of Buyer's election to consummate the transactions contemplated under this Agreement and accept such Transferred Assets in their then condition, then (A) this Agreement shall not be terminated as provided in this Section 5.17, (B) Seller shall pay to Buyer at Closing any and all proceeds of insurance from third party insurers theretofore received (or the rights thereto will be assigned by Seller to Buyer at Closing, if not yet paid over to Seller) covering the Transferred Assets involved and (C) the Purchase Price paid at Closing shall be subject to adjustment in favor of Buyer in an amount equal to [Redacted] in full and final satisfaction of Seller's obligations under this Agreement with respect to such fire, theft or other casualty or damage to the applicable Transferred Assets. Buyer acknowledges and agrees that no Losses arising out of or relating to such fire, theft or other casualty or damage to the Transferred Assets shall serve as the basis for a claim for indemnification by Buyer pursuant to ARTICLE VII and will have no effect upon the representations and warranties made by Seller to Buyer under this Agreement and Seller will otherwise be permitted to update the Seller Disclosure Schedule as necessary to disclose such casualty or loss and such disclosure shall be deemed to have cured or otherwise updated any representation or warranty (including any breach thereof) affected by such casualty or loss made by Seller for purposes of the indemnification provided in Section 7.2(a) and shall be deemed to have cured or otherwise updated any such affected representation or warranty (including any breach thereof) for purposes of determining whether the condition set forth in Section 6.2(a) has been satisfied.

Section 5.18 Financing.

(a) Buyer shall use its commercially reasonable efforts to obtain and effectuate the financing contemplated by the Financing Commitment on the terms set forth therein. Buyer agrees to notify the Seller promptly and, in any case, within one Business Day if, at any time prior to the Closing Date, (i) the Financing Commitment shall expire or be terminated, materially modified or materially amended for any reason or (ii) Buyer's source of debt financing or any representative thereof notifies Buyer that such source will not be able to provide financing substantially on the terms set forth in the Financing Commitment. Buyer acknowledges and agrees that in the event of any termination or modification of the Financing Commitment that would reasonably be expected to materially delay or prevent the financing contemplated thereby or Buyer receives any such notification referred to in clause (ii) of the preceding sentence, Seller shall have the right to terminate this Agreement immediately upon written notice to Buyer with no further Liability of Seller or Buyer. The Buyer shall not, and shall not permit any of its Affiliates to, without the prior written consent of the Seller, take any

action or enter into any transaction, including any merger, acquisition, joint venture, disposition, lease, contract or debt or equity financing that would reasonably be expected to materially delay or prevent the financing contemplated by the Financing Commitment or the transactions contemplated hereby. Buyer shall not amend or alter, or agree to amend or alter, the Financing Commitment in any manner that would reasonably be expected to materially delay or prevent the financing contemplated by the Financing Commitment or the transactions contemplated hereby without the prior written consent of the Seller.

(b) Seller shall provide reasonable assistance to Buyer's efforts to obtain the funds contemplated by the Financing Commitment, including provision of existing financial statements for prior periods, in each case, upon Buyer's request with reasonable prior notice and at Buyer's sole cost and expense. Buyer acknowledges that (i) any assistance provided by Seller, its Affiliates, partners, officers, employees and representatives is being provided at the request of Buyer, and (ii) none of the Seller or its Affiliates, partners, officers, employees and representatives shall have any liability to Buyer (except with respect to Seller's breach of the covenant contained in this Section 5.18(b)), Buyer's lenders or prospective lenders or any other financing sources in connection with the activities contemplated by this Section 5.18. Buyer shall indemnify and hold harmless the Seller Indemnified Parties from and against any Losses arising out of or resulting from any assistance or activities provided pursuant to this Section 5.18.

Section 5.19 [Redacted]

Section 5.20 Transition Services. Buyer and Seller shall use commercially reasonable efforts to prepare in good faith, as soon as reasonably practicable after the date of this Agreement, a transition services agreement (the "Transition Services Agreement") on such terms and conditions (including pricing) reasonably satisfactory to each providing for such transition services (at Buyer's expense) as Buyer may reasonably request and Seller is reasonably capable of providing in order to operate the Systems during the transition period following the Closing. For the avoidance of doubt, the execution and/or delivery of the Transition Services Agreement shall not be a condition to the obligations of the parties to effect the Closing.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.1 Conditions to the Obligations of Buyer and Seller. The obligations of the parties hereto to effect the Closing are subject to the satisfaction (or waiver by both parties) prior to the Closing of the following condition:

(a) No Prohibition; No Proceedings. No Government Entity shall have enacted, issued, promulgated, enforced or entered any Law that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the Transaction, taken as a whole. No (i) suit or other legal proceeding brought by a Government Entity shall be pending and (ii) Law shall have been enacted, promulgated or issued or become or deemed applicable to the Transaction by any Government Entity, which, in either case of clauses (i) and (ii), would (A) prohibit Buyer's

ownership or operation of all or a material portion of any of the Systems, the Business or the Transferred Assets or (B) compel Buyer to dispose of or hold separate all or a material portion of any of the Systems, the Business or the Transferred Assets as a result of the Transaction.

(b) LFA Approvals. The number of basic video customers of the Communities as set forth on **Schedule 6.1(b)** (i) covered by Franchises included in the Transferred Assets as to which LFA Approvals shall have been received or are deemed to have been received, (ii) covered by Franchises included in the Transferred Assets that do not require consent or approval to transfer or assign or with respect to which such consent or approval shall not be required by applicable Law and (iii) served in areas operating without a Franchise in accordance with Section 621(b)(2) of the Communications Act, shall equal, in the aggregate, at least [Redacted] of the total number of basic video subscribers of the Communities set forth on **Schedule 6.1(b)**.

(c) Seller Consents. All Seller Consents set forth on **Schedule 6.1(c)** will have been obtained or given (or deemed to have been given).

Section 6.2 Conditions to the Obligations of Buyer. The obligation of Buyer to effect the Closing is subject to the satisfaction (or waiver by Buyer) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller contained in ARTICLE III of this Agreement, without regard to any "materiality" or "Material Adverse Effect" qualification contained therein, shall be true and correct in all respects at and as of the Closing Date (except for such representations and warranties that are made as of a specific date, which shall be true and correct in all respects as of such date), as though such representation or warranty were made as of such date; provided, that for purposes of satisfying this condition, the representations and warranties shall be deemed to be true and correct in all respects to the extent that the aggregate effect of any inaccuracies as of the applicable date does not constitute a Material Adverse Effect.

(b) Covenants. Seller shall have performed and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

(c) Ancillary Agreements. Seller shall have executed and delivered each Ancillary Agreement to which it is a party.

(d) Certificate. Buyer shall have received a certificate, signed on behalf of Seller by a duly authorized officer of Seller, dated the Closing Date, certifying, without personal liability, to the effect that the conditions set forth in Sections 6.2(a) and 6.2(b) have been satisfied.

(e) United States Real Property Interest Certificates. The Seller shall have executed and delivered to Buyer a certificate of non-foreign status satisfying the requirements of Treasury Regulations Section 1.1445-2(b).

(f) Evidence of Authorizing Actions. Buyer shall have received a certificate, dated as of the Closing Date, executed on behalf of Seller by a duly authorized officer of Seller, without personal liability, certifying (i) that the resolutions, as attached to such certificate, were duly adopted by Seller's partnership committee, authorizing and approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions were duly adopted and remain in full force and effect and (ii) to the incumbencies and signatures of the officers of Seller executing this Agreement and Ancillary Agreements.

(g) No Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect shall have occurred.

(h) Liens. All Encumbrances on the Transferred Assets (other than Permitted Encumbrances) shall have been terminated, released or waived or payoff letters from the requisite lending institutions shall have been provided to Buyer indicating that all such Encumbrances (other than a Permitted Encumbrance) shall be terminated, released or waived upon the repayment of the applicable Indebtedness of Seller, which repayment shall occur at or prior to the Closing.

(i) Minimum RGUs. As of the date of Seller's most recent System Report prepared prior to the Closing Date, the aggregate number of RGUs for all Systems shall not be less than [Redacted].

(j) Inventory. The items of customer premises equipment Inventory included in the Transferred Assets as of the Closing Date shall include at least the number and type of items described in **Schedule 6.2(j)**.

(k) Financing. Buyer shall have received financing substantially on the terms and conditions set forth in the Financing Commitment.

(l) Noncompetition Agreements. Seller shall have delivered a Noncompetition Agreement in the form of **Exhibit C** executed by James D. Pearson.

(m) [Redacted].

Section 6.3 Conditions to the Obligations of Seller. The obligation of Seller to effect the Closing is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer contained in ARTICLE IV of this Agreement, without regard to any "materiality" or

"material adverse effect" qualification contained therein, shall be true and correct in all respects at and as of the Closing Date (except for such representations and warranties that are made as of a specific date, which shall be true and correct in all respects as of such date), as though such representation or warranty were made as of such date; provided that for purposes of satisfying this condition, the representations and warranties shall be deemed to be true and correct in all respects to the extent that the aggregate effect of any inaccuracies as of the applicable date would not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Transaction.

(b) Covenants. Buyer shall have performed and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

(c) Ancillary Agreements. Buyer shall have executed and delivered each of the Ancillary Agreements to which it is a party.

(d) Certificate. Seller shall have received a certificate, signed on behalf of Buyer by a duly authorized officer of Buyer, dated the Closing Date, certifying, without personal liability, to the effect that the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied.

(e) Evidence of Authorizing Actions. Seller shall have received a certificate, dated as of the Closing Date, executed on behalf of Buyer by a duly authorized officer of Buyer, without personal liability, certifying (i) that the resolutions, as attached to such certificate, were duly adopted by Buyer's Board of Managers, authorizing and approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions were duly adopted and remain in full force and effect and (ii) to the incumbencies and signatures of the officers of Buyer executing this Agreement and Ancillary Agreements.

(f) Purchase Price. Buyer shall have delivered or caused to be delivered to Seller the Purchase Price and shall have deposited with the Escrow Agent the Indemnity Escrow Amount, all in accordance with Sections 2.4, 2.7(b)(i) and 2.7(c).

ARTICLE VII SURVIVAL; INDEMNIFICATION; CERTAIN REMEDIES

Section 7.1 Survival. The representations, warranties, covenants and agreements of Buyer and Seller and the ability to make claims with respect to Excluded Liabilities shall survive the Closing as follows: (i) all representations and warranties contained in ARTICLES III and IV of this Agreement and in the Ancillary Agreements, if applicable (and all claims with respect thereto), (ii) all covenants and agreements contained in this Agreement (and all claims with respect thereto) and (iii) the ability to assert a claim with respect to Excluded Liabilities shall, in each case, terminate upon the second anniversary of the Closing Date (the "Indemnification Deadline"); it being understood that in the event notice of any claim for

indemnification under Sections 7.2 or 7.3 hereof has been given (in accordance with Section 9.1) prior to the Indemnification Deadline, the representations, warranties and/or covenants that are the subject of such indemnification claim shall survive with respect to such claim (and solely with respect to such claim) until such time as such claim is finally resolved. For the avoidance of doubt, the parties acknowledge and agree that the Indemnification Deadline is intended to shorten the period otherwise provided by Law during which claims for breach of representations, warranties and covenants and claims with respect to Excluded Liabilities can be made, and that any such claims must be made prior to the Indemnification Deadline or be forever barred.

Section 7.2 Indemnification by Seller. After the Closing, Seller shall, subject to Sections 7.1 and 7.5, indemnify, defend and hold harmless Buyer, its Affiliates, and their respective directors, officers, shareholders, partners, members, managers and employees (other than the Transferred Employees) and their heirs, successors and permitted assigns, each in their capacity as such (the "Buyer Indemnified Parties"), from, against and in respect of any damages, losses, charges, Liabilities, Actions, payments, judgments, settlements, assessments, deficiencies, Taxes, interest, penalties, and reasonable costs and expenses (including reasonable attorneys' fees and out of pocket disbursements) (collectively, "Losses") imposed on, sustained, incurred or suffered by, or asserted against, any of the Buyer Indemnified Parties, arising out of or resulting from, (a) any breach by Seller of any of its representations or warranties contained in ARTICLE III of this Agreement or in any of the Ancillary Agreements (if applicable), (b) any breach by Seller of any of its covenants or agreements contained in this Agreement or (c) any Excluded Liabilities.

Section 7.3 Indemnification by Buyer. After the Closing, Buyer shall indemnify, defend and hold harmless Seller, its Affiliates and their respective directors, officers, shareholders, partners, members, managers and employees and their heirs, successors and permitted assigns, each in their capacity as such (the "Seller Indemnified Parties"), from, against and in respect of any Losses imposed on, sustained, incurred or suffered by, or asserted against, any of the Seller Indemnified Parties, arising out of or resulting from (a) any breach by Buyer of any of its representations or warranties contained in ARTICLE IV of this Agreement or in any of the Ancillary Agreements (if applicable), (b) any of the Assumed Liabilities or (c) any breach by Buyer of any of its covenants or agreements contained in this Agreement.

Section 7.4 Indemnification Procedures. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from whom indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties (a "Direct Claim") or brought by a third party (a "Third Party Claim"), specifying (i) the factual basis for such claim; and (ii) the amount of the claim estimated in good faith. If the claim is a Third Party Claim (including a claim that relates to an action, suit, arbitration or proceeding filed by a third party against Claimant), such notice shall be given promptly by Claimant to the Indemnifying Party after written notice of such Third Party Claim is received by Claimant; provided, however, that the failure of the Claimant to give timely

notice hereunder shall not relieve the Indemnifying Party of its obligations under this ARTICLE VII unless the Indemnifying Party has been materially prejudiced thereby.

(b) Following receipt of notice from the Claimant of a Direct Claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Claimant shall reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnity by the Claimant and the Claimant agrees to make available to the Indemnifying Party and its authorized representative(s) the information relied upon by the Claimant to substantiate the claim (such assistance and cooperation shall include providing reasonable access to and copies of information, records and documents relating to such matters and furnishing employees at reasonable times and as reasonably necessary to assist in the investigation, defense and resolution of such matters). If the Claimant and the Indemnifying Party agree at or prior to the expiration of said 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall promptly pay to the Claimant the full amount of the claim, subject to the terms and in accordance with the procedures set forth herein. If the Claimant and the Indemnifying Party do not agree within said period (or any mutually agreed upon extension thereof), the Claimant may seek, subject to the limitations provided under this Article VII, the appropriate legal remedy.

(c) With respect to any Third Party Claim as to which the Claimant is entitled to indemnification hereunder, the Indemnifying Party shall have the right to undertake the defense or opposition to such Third Party Claim with counsel selected by such Indemnifying Party, subject to the Indemnifying Party's conducting diligently such defense or opposition. The Claimant shall cooperate fully with the Indemnifying Party in connection with the defense of a Third Party Claim (including to the extent permitted by Law and confidentiality obligations existing as of the applicable date, making available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Claimant's possession or under the Claimant's control relating thereto as is reasonably required by the Indemnifying Party), subject to reimbursement for reasonable documented out-of-pocket fees and expenses incurred by the Claimant as the result of a request by the Indemnifying Party in connection with the defense of any Third Party Claim. If the Indemnifying Party elects to assume control of the defense of any Third Party Claim, the Claimant shall have the right to participate in the defense of such claim at its own expense; provided, however, that in the event that the Indemnifying Party does not diligently conduct the defense or opposition to such Third Party Claim, or if in the reasonable opinion of counsel for the Claimant, there would be a conflict of interest if the Indemnifying Party's counsel represented both the Indemnifying Party and the Claimant, the Indemnifying Party shall be responsible for the reasonable documented out-of-pocket fees and expenses of one counsel to such Claimant in connection with such defense.

(d) In the event that the Indemnifying Party assumes the defense of a Third Party Claim, the Claimant shall not admit any liability with respect to, or settle, compromise or discharge, or offer to settle, compromise or discharge, and shall not otherwise have the right to consent or agree (or offer to consent or agree) to any other monetary or non-monetary settlement

or relief, including injunctive relief or other equitable remedies with respect to, such Third Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Whether or not the Indemnifying Party assumes the defense of a Third Party Claim, the Claimant shall not have the right to consent or agree, or offer to consent or agree, to any non-monetary settlement or relief, including injunctive relief or other equitable remedies with respect to, such Third Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party assumes control of the defense of any Third Party Claim, the Claimant shall be bound by the results obtained by the Indemnifying Party with respect to such claim; provided that the Indemnifying Party shall only have the right to consent or otherwise agree to any monetary settlement for which the Indemnifying Party is responsible in full, but shall not have the right to consent or otherwise agree to any other monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Claimant, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, neither the Indemnifying Party nor the Claimant shall settle, compromise or discharge any such claim or demand unless the Claimant or the Indemnifying Party, as the case may be, is given a full and complete release of any and all Losses by all relevant parties relating thereto.

(e) If a claim, whether a Direct Claim or a Third Party Claim, requires immediate action, the parties will work in good faith to reach a decision with respect thereto as expeditiously as practicable.

Section 7.5 Limitation on Indemnification: Exclusive Remedy.

(a) Seller shall not be liable to the Buyer Indemnified Parties for any Losses with respect to the matters contained in Section 7.2(a) unless the Losses therefrom exceed an aggregate amount equal to [Redacted] (the "Deductible") and then only for Losses in excess of the Deductible; provided, however, that the Deductible shall not apply to Seller's indemnification obligations with respect to claims for which there has been a Final Determination that Seller has committed fraud. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be liable to the Buyer Indemnified Parties for aggregate indemnifiable Losses under this ARTICLE VII or otherwise in excess of the Indemnity Escrow Fund except that such limitation shall not apply to Seller's indemnification obligations with respect to claims for which there has been a Final Determination that Seller has committed fraud; provided that in no event shall Seller be liable for fraud to the Buyer Indemnified Parties for aggregate indemnifiable Losses under this ARTICLE VII or otherwise in excess of [Redacted]. The Indemnity Escrow Fund shall (i) be held in escrow with the Escrow Agent for the purpose of satisfying claims of the Buyer Indemnified Parties and the indemnification obligations of Seller under this ARTICLE VII and (ii) constitute the sole and exclusive remedy and sole source of satisfaction of any amount(s) determined pursuant to this ARTICLE VII to be due to any Buyer Indemnified Party, provided, however, that the Indemnity Escrow Fund shall not constitute the sole and exclusive remedy and sole source of satisfaction of any amount(s) determined pursuant to this ARTICLE VII to be due to any Buyer Indemnified

Party with respect to claims for which there has been a Final Determination that Seller has committed fraud. For the avoidance of doubt, the maximum amounts payable as provided under this Section 7.5(a) shall be reduced by any amount previously paid under Section 7.2.

(b) No Losses with respect to the matters contained in Section 7.2(a) may be claimed by any Buyer Indemnified Party, reimbursed by Seller or included in calculating the aggregate Losses for purposes of the Deductible other than Losses in excess of [Redacted] resulting from any single claim or from aggregated claims arising out of the same facts, events or circumstances.

(c) After any indemnification payment is made to a Claimant pursuant to this ARTICLE VII, the Indemnifying Party shall, to the extent of such payment, be subrogated to all rights (if any) of the Claimant against any third party in connection with the Losses to which such payment relates. Without limiting the generality of the foregoing, any Claimant receiving an indemnification payment pursuant to the preceding sentence shall execute, upon written request of the Indemnifying Party, any instrument reasonably necessary to evidence such subrogation rights.

(d) The amount payable by either party with respect to ARTICLE VII shall be reduced by (i) the amount of any insurance proceeds received by the Claimant with respect to Losses, net of any increase in premiums as a direct result thereof and (ii) any amounts the Claimant collects from third parties in connection with any Losses for which indemnification is sought, net of any out-of-pocket collection costs reasonably incurred by the Claimant in connection therewith. Each of the parties hereby agrees to use commercially reasonable efforts to collect any and all insurance proceeds to which it may be entitled in respect of any such Losses. To the extent that insurance proceeds or other third party proceeds are received after payment has been made by either party, the Claimant shall promptly pay an amount equal to such proceeds to the Indemnifying Party. If any event shall occur or circumstance shall exist which would otherwise entitle a Claimant to indemnification under this ARTICLE VII, no Loss shall be deemed to have been incurred or sustained by such Claimant to the extent of any tax benefit to the Claimant resulting from matters underlying such Loss.

(e) After Closing, the rights and remedies of Seller and Buyer under this ARTICLE VII are exclusive and in lieu of any and all other rights and remedies (whether in contract, tort or otherwise) that Seller and Buyer may have under, arising out of or relating to this Agreement or otherwise against each other with respect to the Transferred Assets, the Business, the Systems or the Transaction including with respect to (i) any breach of any representation or warranty or any failure to perform any covenant or agreement contained in this Agreement (except for claims for specific performance with respect to the covenants to be performed after Closing set forth in Sections 5.11(a) and 5.14(b)(iii)(B)) or any Ancillary Agreement, (ii) the Assumed Liabilities and (iii) the Excluded Liabilities. Except for claims for specific performance with respect to covenants to be performed after Closing and as expressly provided in this ARTICLE VII, Buyer and Seller each expressly waives any and all other remedies, rights or causes of action (whether in contract, tort or otherwise) it or its Affiliates may have against the other party or its Affiliates now or in the future with respect to this Agreement, the Transferred

Assets, the Business, the Systems or the Transaction; provided, however, that nothing set forth in this Section 7.5(e) shall be construed to eliminate or otherwise modify the provisions regarding post-Closing adjustments to the Purchase Price set forth in Section 2.5.

(f) In no event shall any Claimant be entitled to recover any Losses with respect to any matter to the extent included or reflected to such Claimant's favor in the calculation of the adjustments to the Purchase Price in accordance with this Agreement.

(g) Notwithstanding anything to the contrary contained in any other Section of this Agreement, no Person shall be liable (whether in contract, tort or otherwise) under this ARTICLE VII or otherwise for any lost profits, punitive, consequential (other than such consequential damages resulting from a breach of this Agreement to the extent that they were reasonably foreseeable by the Indemnifying Party and the special circumstances that contributed to such damages were communicated to or otherwise within the Knowledge of the Indemnifying Party such that such special circumstances were within the contemplation of Buyer and Seller as of the date of this Agreement), special or indirect damages, including business interruption, loss of future revenue or income, diminution of value or multiples of earnings or loss of business reputation or opportunity.

(h) For the purpose of this Article VII, in determining whether there has been a breach of the representations and warranties contained in ARTICLES III and IV of this Agreement as well as the amount of Losses arising therefrom, materiality, Material Adverse Effect and other similar qualifiers contained in any such representations and warranties shall be disregarded, except for any such qualification included in (i) the defined terms used in the this Agreement or (ii) Sections 3.6, 3.9(a) (first sentence only), 3.10(a) (and the resulting definition of "Material Contracts"), 3.12(a) and 3.12(c) which, in each case, shall not be so disregarded.

Section 7.6 Indemnity Payments; Release of Indemnity Escrow Fund.

(a) Within five (5) Business Days after a Final Determination (as defined below) of the type described in clause (i) of the definition of "Final Determination", Buyer and Seller shall deliver to the Escrow Agent joint written instructions signed by both Buyer and Seller (attaching a copy of such Final Determination) instructing the Escrow Agent to disburse all or a portion of the Indemnity Escrow Amount (to the extent there are funds remaining in the Indemnity Escrow Fund and only up to the amount of such remaining funds) in accordance with such Final Determination, as contemplated by Section 1.2(b) of the Escrow Agreement. Buyer and Seller acknowledge and agree that all or a portion of the Indemnity Escrow Fund may be released to Buyer Indemnified Parties or Seller, as applicable, in accordance with Sections 1.2 and 1.3 of the Escrow Agreement. For the avoidance of doubt, Buyer acknowledges and agrees that the sole and exclusive remedy for the Buyer Indemnified Parties for any claim or Loss for which any Buyer Indemnified Party is entitled to indemnification pursuant to this ARTICLE VII shall be a claim against the Indemnity Escrow Fund and the amount of the Indemnity Escrow Fund shall constitute a cap on Seller's maximum aggregate liability under this ARTICLE VII; provided, however, that the amount of the Indemnity Escrow Fund shall not constitute a cap on Seller's maximum aggregate liability under this ARTICLE VII with respect to claims for which

there has been a Final Determination that Seller has committed fraud (provided, however, in no event shall Seller's maximum aggregate liability for fraud under this ARTICLE VII or otherwise exceed [Redacted]).

(b) On the earlier of [Redacted], Buyer and Seller shall instruct the Escrow Agent (provided that Escrow Agent shall be permitted to release such funds without receipt of such instructions) to release funds from the Indemnity Escrow Fund to the Seller in an amount equal to [Redacted] of the Indemnity Escrow Fund less (i) all amounts paid to Buyer since the Closing Date with respect to the established or settled Losses of Buyer Indemnified Parties and in accordance with this ARTICLE VII and (ii) the amount of the actual and estimated Losses of Buyer Indemnified Parties under all valid claims made in good faith by Buyer under Section 7.2 (and in accordance with this ARTICLE VII) and still pending ("Pending Claimed Funds") (for the avoidance of doubt, the amount of any Direct Claims and Third Party Claims with respect to which there has been a Final Determination shall not be included in the amount of the Pending Claimed Funds to the extent that the amount, if any, that is payable to a Buyer Indemnified Party in accordance with such Final Determination has been paid to the Buyer Indemnified Party). On the date that is [Redacted] (or the next succeeding Business Day if such day is not a Business Day) (the "Final Escrow Release Date"), Buyer and Seller shall instruct the Escrow Agent (provided that Escrow Agent shall be permitted to release such funds without receipt of such instructions) to release funds to the Seller from the Indemnity Escrow Fund in an amount equal to the remainder of the Indemnity Escrow Fund less all Pending Claimed Funds. If, on the Final Escrow Release Date, there are one or more outstanding claim notices provided by Buyer in good faith, Buyer and Seller shall provide all appropriate instructions to the Escrow Agent such that the amount of the Pending Claimed Funds (and the interest attributable to such amounts) with respect to each such pending claim notice shall be (a) disbursed to Seller if and when and to the extent a Final Determination in Seller's favor is made with respect thereto and/or (b) disbursed to Buyer if and when and to the extent a Final Determination in Buyer's favor is made with respect thereto. Any portion of the Indemnity Escrow Amount disbursed by the Escrow Agent (whether to Buyer or Seller) shall include all interest and other earnings with respect thereto.

(c) Within five (5) Business Days after a Final Determination that a Seller Indemnified Party has suffered a Loss and is entitled to indemnification from Buyer pursuant to this ARTICLE VII, the amount of such Loss shall be paid by Buyer, in cash by wire transfer of immediately available funds, to Seller.

(d) For purposes of this ARTICLE VII, a "Final Determination" shall exist when (i) the Indemnifying Party and the Claimant have entered into a written settlement agreement with respect to the subject matter of a Direct Claim or a Third Party Claim, as the case may be or (ii) a court of competent jurisdiction shall have entered a final and non-appealable order or judgment with respect to the subject matter of a Direct Claim or a Third Party Claim.

Section 7.7 Characterization of Indemnification Payments. All payments made by an Indemnifying Party to a Claimant in respect of any claim pursuant to Sections 7.2 or 7.3 hereof shall be treated as adjustments to the Purchase Price for Tax purposes.

Section 7.8 Prevailing Party. After Closing, in the event of disputed claim for Losses by a Claimant under this ARTICLE VII against an Indemnifying Party, the prevailing party as determined by a court of competent jurisdiction in a final, nonappealable order shall be entitled to be reimbursed by the losing party for its reasonable, documented, out-of-pocket legal fees and expenses incurred in connection with such claim.

ARTICLE VIII TERMINATION

This Agreement may be terminated prior to the Closing only as set forth in Sections 8.1 and 8.2 below:

Section 8.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing by written agreement of Seller and Buyer.

Section 8.2 Termination by Buyer or Seller.

(a) Buyer or Seller may terminate this Agreement at any time prior to the Closing by giving written notice of termination to the other party, if: (i) the Closing shall not have occurred by [Redacted], so long as the party proposing to terminate has not breached in any material respect any of its representations, warranties, covenants or other obligations under this Agreement in any manner that shall have been the proximate cause of the failure of the Closing to so occur (such breaching party, a "Proximate Cause Party"); or (ii) any Law permanently restraining, enjoining or otherwise prohibiting consummation of the Transaction shall become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.2(a)(ii) shall not be available to a party if such party has breached in any material respect any of its representations, warranties, covenants or other obligations under this Agreement in any manner that was the proximate cause of the issuance of such Law.

(b) Seller may terminate this Agreement, at any time prior to the Closing, by written notice to Buyer, if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement and such breach would give rise to the failure of a condition set forth in Section 6.3, and such breach or condition is not curable or, if curable, is not cured within a reasonable time not to exceed forty-five (45) days after written notice thereof is given by Seller to Buyer (the "Cure Period"); provided that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price to Seller or deposit the Indemnity Escrow Amount with the Escrow Agent as required by Sections 2.4, 2.7(b)(i), 2.7(c) and 6.3(f) and in the event of a breach of such obligation, Seller may terminate this Agreement immediately by delivery of notice in accordance with this Agreement; provided, further, that the right to terminate this Agreement under this Section 8.2(b) shall not be available to Seller if Seller was a Proximate Cause Party with respect to Buyer's breach.

(c) Buyer may terminate this Agreement at any time prior to the Closing, by written notice to Seller, if there has been a breach of any representation, warranty, covenant or

agreement made by Seller in this Agreement and such breach would give rise to the failure of a condition set forth in Section 6.2, and such breach or condition is not curable or, if curable, is not cured within a reasonable time not to exceed forty-five (45) days after written notice thereof is given by Buyer to Seller; provided, that the right to terminate this Agreement under this Section 8.2(c) shall not be available to Buyer if Buyer was a Proximate Cause Party with respect to Seller's breach.

(d) Seller may terminate this Agreement, at any time prior to the Closing, by written notice to Buyer, pursuant to Section 5.14(b).

(e) Seller may terminate this Agreement, at any time prior to the Closing, by written notice to Buyer, pursuant to Section 5.17.

(f) Seller may terminate this Agreement, at any time prior to the Closing, by written notice to Buyer, pursuant to Section 5.18.

Section 8.3 Remedies and Rights Upon Termination and Other Termination Provisions.

(a) If the Closing does not occur and this Agreement is terminated (i) pursuant to Section 8.2(a)(i) and the non-terminating party is a Proximate Cause Party, (ii) pursuant to Section 8.2(a)(ii) and the non-terminating party has breached in any material respect any of its representations, warranties, covenants or other obligations under this Agreement in any manner that was proximate cause of the issuance of the Law permanently restraining, enjoining or otherwise prohibiting consummation of the Transaction, (iii) pursuant to Section 8.2(b) or (iv) pursuant to Section 8.2(c), the terminating party shall have the right to pursue all legal and equitable remedies for breach of contract or otherwise.

(b) In the event of the termination of this Agreement in accordance with Section 8.1 or Section 8.2, (i) each party shall pay the costs and expenses incurred by it in connection with this Agreement; (ii) Buyer shall destroy (such destruction to be certified) or redeliver all documents, work papers and other material of Seller relating to the Transaction, whether so obtained before or after execution hereof; (iii) all Confidential Information received by Buyer with respect to Seller and the terms of this Agreement shall continue to be treated in accordance with Section 5.1(a); and (iv) this Agreement shall have no effect, and no party hereto shall have any Liability to the other party hereto or their respective Affiliates, or their respective directors, officers, managers, members, investors, partners, employees, except that the rights, remedies and agreements of the parties hereto contained in this Section 8.3 and in Sections 9.1, 9.3, 9.4, 9.5, 9.6, 9.7, 9.9, 9.10, 9.12, 9.13 and 9.14 (and any related definitional provisions set forth in ARTICLE I) shall survive termination of this Agreement.

(c) For the avoidance of doubt, a party may not rely on the failure of any condition set forth in ARTICLE VI to be satisfied if such failure was caused by such party's breach of or failure to perform any of its representations, warranties, covenants or other obligations in accordance with the terms of this Agreement.

(d) Prior to Closing, notwithstanding any provision in this Agreement that may limit or qualify a party's remedies, in the event of a breach or default by any party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the breaching or defaulting party of its reasonable legal fees and expenses (whether incurred at trial or on appeal).

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices, demands and requests which may be or are required or permitted to be given, served, sent or delivered under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, facsimile transmission or e-mail transmission ((in the case of facsimile or e-mail transmission, to be followed promptly by telephone confirmation and provided that printed confirmation of such facsimile transmission or electronic confirmation of such e-mail transmission is promptly received by the sender and that the facsimile transmission or e-mail is followed promptly by written confirmation mailed by certified mail or overnight mail as provided below) or sent by overnight courier service or certified mail, return receipt requested, (c) deemed to have been given on the earliest of: the date of actual receipt or the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt and (d) addressed as follows:

To Seller:

US Cable of Coastal-Texas, L.P.
28 West Grand Avenue
Suite 10
Montvale, New Jersey 07645
Attention: James D. Pearson
Facsimile: (201) 930-9704
Email: jpearson@uscable.com

With copies to:

Seyfarth Shaw LLP
620 Eighth Avenue
New York, NY 10018
Attention: Stanley Bloch and Andrew Lucano
Facsimile: (212) 218-5526
Email: sbloch@seyfarth.com and alucano@seyfarth.com

To Buyer:

Baja Broadband LLC
1061 521 Corporate Center Drive, Suite 100
Fort Mill, SC 29707
Attention: Peter Kahelin
Fax: (980) 235-7601
Email: peter@lastmile.net

With a copy to:

Edwards Angell Palmer & Dodge LLP
2800 Financial Plaza
Providence, R.I. 02903
Attn: Peter J. Barrett and Robert E. Baute, Jr.
Fax: (888) 325-9152 and (888) 325-9185
Email: pbarrett@eapdlaw.com and rbaute@eapdlaw.com

or to any such other persons or addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.1. Rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Section 9.2 Amendment; Waiver. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing which makes specific reference to this Agreement and which is signed by Seller and Buyer. Any provision of this Agreement may be waived only if such waiver is in writing and signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.3 No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other party hereto except Buyer may, without the consent of any party hereto (i) assign to one or more of its Affiliates, in whole or in part from time to time, the right to purchase all or a portion of the Transferred Assets so long as such assignment does not delay the process of pursuing and obtaining Consents, LFA Approvals and any other approvals and (ii) collaterally assign its rights under this Agreement to its lenders in connection with the financing arrangements of Buyer. No permitted assignment or delegation of this Agreement shall in any way operate to enlarge, alter or change any obligation due to the other party or parties or relieve such assigning or delegating party of its obligations hereunder or otherwise limit such assigning or delegating party's obligations hereunder. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Buyer, Seller,

the Seller Indemnified Parties (solely in their capacity as indemnified parties), Buyer Indemnified Parties (solely in their capacity as indemnified parties) and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 9.4 Entire Agreement. This Agreement (including all Schedules, Exhibits and Annexes hereto) and the Ancillary Agreements contain the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement, which shall remain in full force and effect in accordance with its terms. The parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the sale and purchase of the Transferred Assets exclusively in contract pursuant to the express terms and provisions of this Agreement. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement (including any representations and warranties set forth herein) or any claim or cause of action otherwise arising out of or related to the sale and purchase of the Transferred Assets shall be those remedies available at law or equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement). The parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's length negotiations and each party to this Agreement specifically acknowledge that no party has a special relationship with another party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arms-length transaction.

Section 9.5 Public Disclosure. Notwithstanding anything to the contrary contained herein, except as may be required to comply with the requirements of any applicable Law or express provision of this Agreement, each party shall keep the existence and terms of this Agreement confidential and no press release or similar public announcement or communication shall be made or caused to be made relating to this Agreement unless specifically approved in advance by both parties hereto. To the extent any such disclosure is required by Law, the issuing party shall consult with the other party and use all commercially reasonable efforts to agree upon the nature, content and form of such press release or public statement.

Section 9.6 Expenses. Except as otherwise expressly provided in this Agreement, regardless of whether the Closing occurs, all costs or expenses incurred in connection with this Agreement and the Transaction shall be borne by the party incurring such costs and expenses or the party upon which such costs or expenses are imposed by applicable Law.

Section 9.7 Disclosure Schedules. The disclosure of any matter in the Schedules hereto (including any section of the Seller Disclosure Schedule) shall be deemed to be a disclosure for all purposes of this Agreement to which such matter could reasonably be expected to be pertinent, provided that the disclosure may reasonably be read to disclose information pertinent to such other purposes. In addition, (a) the fact that any disclosure in the Schedules hereto (including any section of the Seller Disclosure Schedule) is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or

that the absence of such disclosure in the Schedules (including any section of the Seller Disclosure Schedule), would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty and (b) disclosure of a particular matter in the Schedules (including any section of the Seller Disclosure Schedule), shall not, solely by reason of such disclosure, in any circumstance be construed to mean that such matter is material or has not had or would be reasonably expected to have a Material Adverse Effect.

Section 9.8 Bulk Sales. Buyer acknowledges that Seller has not filed, and will not file, any bulk transfer notice or otherwise comply with applicable bulk transfer laws and the parties agree to waive compliance with same.

Section 9.9 Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the Transaction, exclusively in the United States District Court for the District of Delaware (or, if such court lacks subject matter jurisdiction, in the Delaware Court of Chancery or the Delaware Superior Court) (the "Chosen Courts"), and (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9.1 of this Agreement and otherwise agrees to accept service of process in any manner permitted by the Chosen Courts. Each of the parties hereto agrees not to bring any action or proceeding arising out of or relating to this Agreement, the Transaction or any of the matters contemplated hereby other than in the Chosen Courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 9.10 No Recourse: No Personal Liability. Notwithstanding anything to the contrary contained in this Agreement or in any Ancillary Agreement, it is expressly understood and the parties expressly agree that (i) no recourse under this Agreement or any Ancillary Agreement shall be had against any direct or indirect equity or debt holder of Seller (or any of its Affiliates) or Buyer (or any of its Affiliates) or any past or present officer, director, employee, member, manager, agent, partner, Affiliate or representative of either party hereto or of such equity or debt holder of either party hereto or such party's Affiliates, whether in their capacity as such or otherwise, whether by the enforcement of any assessment or by any legal or

equitable proceeding, or by virtue of any statute, regulation or other applicable Law, and (ii) nothing contained in this Agreement or in any Ancillary Agreement or in any other document contemplated hereby or thereby (whether from a breach of covenant, representation, warranty or other provision herein or therein and whether in contract, tort or otherwise) shall create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect equity or debt holder of Seller (or any of its Affiliates) or Buyer (or any of its Affiliates) or any past or present officer, director, employee, member, manager, agent, partner, Affiliate or representative of either party hereto or of such equity or debt holder of either party hereto or such party's Affiliates.

Section 9.11 Counterparts; Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed by delivery of a signature by facsimile or other electronic means reasonably acceptable to both parties and such signature shall constitute an original for all purposes.

Section 9.12 No Presumption Against Drafting Party. Each of Buyer and Seller acknowledges that it has been represented by counsel in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Legal or equitable principles that might require the construction of this Agreement or the Ancillary Agreements or any provision hereof or thereof against the party drafting this Agreement or the Ancillary Agreements shall not apply in any construction or interpretation of this Agreement or the Ancillary Agreements and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the Ancillary Agreements shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement or the Ancillary Agreements.

Section 9.13 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 9.14 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, to the extent as shall be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.15 Further Assurances. Each party covenants that at any time, and from time to time, after the Closing Date, but subject to the express provisions of this Agreement

and without expanding any party's express obligations hereunder, it will execute and deliver such additional instruments and take such actions as may be reasonably requested by the other party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

Section 9.16 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to seek specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this, subject to Section 7.5(e), being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief. In addition, the parties agree that the Business and the Transaction are unique, and that, prior to Closing, each party shall be entitled to specific performance (including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement) of the other party's obligation to consummate the sale and purchase of the Transferred Assets in accordance with the terms of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

US CABLE OF COASTAL-TEXAS, L.P.

By: US Cable Holdings, L.P., its General Partner

By: US Cable of Lake Forest, Inc., its General Partner

By: 

Name: James Keating

Title: VP

BAJA BROADBAND, LLC

By: _____

Name:

Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

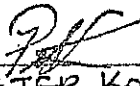
US CABLE OF COASTAL-TEXAS, L.P.

By: US Cable Holdings, L.P., its General Partner

By: US Cable of Lake Forest, Inc., its General Partner

By: _____
Name:
Title:

BAJA BROADBAND, LLC

By:  _____
Name: PETER KANELIN
Title: CEO

[Signature Page to Asset Purchase Agreement]