BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Joint Application of Cebridge Telecom CA, LLC (U-6996-C), Cequel Communications Holdings, LLC and Nespresso Acquisition Corporation for Expedited Approval of Indirect Transfer of Control of Cebridge Telecom CA, LLC, Pursuant to California Public Utilities Code Section 854(a)	Application No. A1207021

JOINT APPLICATION FOR EXPEDITED APPROVAL OF INDIRECT TRANSFER OF CONTROL OF CEBRIDGE TELECOM CA, LLC (U-6996-C) PURSUANT TO PUBLIC UTILITIES CODE SECTION 854(a)

[PUBLIC VERSION]

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Dated: July 25, 2012

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JOINT APPLICATION FOR EXPEDITED APPROVAL OF INDIRECT TRANSFER OF CONTROL OF CEBRIDGE TELECOM CA, LLC (U-6996-C) PURSUANT TO PUBLIC UTILITIES CODE SECTION 854(a)

I. INTRODUCTION

Pursuant to Section 854(a) of the California Public Utilities Code and Article 2 and Rule 3.6 of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure ("Rules"), Cequel Communications Holdings, LLC ("Cequel Holdings"), its wholly-owned subsidiary Cebridge Telecom CA, LLC, d/b/a Suddenlink ("Cebridge Telecom CA") (U-6996-C), and Nespresso Acquisition Corporation ("Nespresso") (collectively "Joint Applicants") submit this application ("Joint Application") to request that the Commission grant such authority as necessary or required to enable Joint Applicants to consummate a transaction whereby Cequel Holdings will become a wholly-owned subsidiary of Nespresso and thereby Nespresso will acquire indirect control of Cebridge Telecom CA, the entity which is certificated to provide facilities-based local and interexchange services in California (the "Transaction").

Concurrently, pursuant to California Public Utilities Code Section 583, California Public Utilities Commission General Order 66-C, and Rule 11.4 of the Rules, Cebridge Telecom CA has filed a Motion to File Confidential Material Under Seal to request that sensitive information

in this Joint Application regarding various commercial arrangements be filed under seal and accorded confidential treatment.

Joint Applicants seek Commission authority to consummate the Transaction, which will result in a change in the ultimate control of Cebridge Telecom CA. Pursuant to a Purchase and Sale Agreement dated July 18, 2012 ("Purchase Agreement") among Cequel Holdings; certain of the parties holding equity ownership interests in Cequel Holdings, as sellers; and Nespresso, as purchaser, Cequel Holdings will become a wholly-owned subsidiary of Nespresso and Nespresso will thereby acquire control of Cebridge Telecom CA. In short, the proposed Transaction will result in a change in the ultimate control of Cebridge Telecom CA. However, Cebridge Telecom CA's registration under its existing Certificate of Public Convenience and Necessity ("CPCN") will continue unchanged. The Transaction will not cause any change in the direct ownership or legal structure of Cebridge Telecom CA, nor will it affect the daily management or operations of Cebridge Telecom CA. Further, Cebridge Telecom CA will continue to provide high-quality communications services to its customers without interruption, and there are no existing plans to discontinue any service or to implement any changes in rates, terms, or conditions in connection with the Transaction.

Joint Applicants are filing this Joint Application to obtain the Commission's prior approval pursuant to Section 854(a). Given the non-controversial nature of the Transaction, Joint Applicants submit that there is no need for a hearing and that this matter is appropriate for expedited approval.

As explained below, the Commission has routinely granted applications under Section 854(a) without a hearing in circumstances similar to those present in this Joint Application. Specifically, the Commission has consistently granted the Section 854 authority requested in

similar instances in which the proposed transaction involves simply an indirect change of control through the transfer of equity interests in the upstream owner of a certificated entity, and where the proposed transaction is seamless to customers in that it causes no change in any operations, rates, terms or conditions of service. The transaction identified in this application satisfies all of these criteria. Joint Applicants thus respectfully request that the Commission similarly process this Joint Application without a hearing and grant the relief requested.

II. DESCRIPTION OF THE COMPANIES AND CHARACTER OF BUSINESS

A. Cebridge Telecom CA, LLC

Cebridge Telecom CA is a U.S. entity formed under the laws of Delaware, as a limited liability company, with principal offices at 12444 Powerscourt Drive, St. Louis, Missouri 63131. Cebridge Telecom CA is a wholly-owned subsidiary of Cequel Holdings, which owns and controls 100% of the issued and outstanding equity ownership interests of Cebridge Telecom CA.

In Decision 06-06-022 issued on June 16, 2006, (the "Cebridge Telecom CA Decision"), the Commission approved the Application of Cebridge Telecom CA to offer facilities-based and resold telecommunications services in California. Approval of this application granted Cebridge Telecom CA authority to offer local exchange and interexchange telecommunications services in California. At this time, Cebridge Telecom CA offers telecommunications services only to schools and libraries under the federal E-rate program.

B. Cequel Communications Holdings, LLC

Cequel Holdings is a U.S. entity formed under the laws of Delaware, as a limited liability company, with principal offices at 12444 Powerscourt Drive, St. Louis, Missouri 63131. Through its wholly owned operating subsidiaries, Cequel Holdings operates a multi-service

communications business which provides cable television, broadband Internet access, and Voice Over Internet Protocol (VoIP) services to residential and commercial subscribers.

C. Nespresso Acquisition Corporation

Nespresso Acquisition Corporation is a Delaware corporation that was formed for the purpose of acquiring the equity of Cequel Holdings, with principal offices at 667 Madison Avenue, New York, NY 10065. Its principal business is to act as a holding company for Cequel Holdings. It is not a telecommunications provider or a provider of any other communications service.

D. Correspondence

All correspondence and communications with respect to this Joint Application should be addressed or directed as follows:

For Cebridge Telecom CA, Cequel Holdings and Nespresso	with copies to:
c/o DAVIS WRIGHT TREMAINE LLP 505 Montgomery Street Suite 800 San Francisco, CA 94111-6533 Telephone: (415) 276-6500 Facsimile (415) 276-6511	Jane Whang K.C. Halm DAVIS WRIGHT TREMAINE LLP 505 Montgomery Street Suite 800 San Francisco, CA 94111-6533 Telephone: (415) 276-6500 Facsimile: (415) 276-6599 Email: *Janewhang@dwt.com*
	Craig Rosenthal Dennis Moffitt CEQUEL COMMUNICATIONS HOLDINGS, LLC 12444 Powerscourt Drive Suite 140 St. Louis, MO 63131 Telephone: (314) 315-9358 Email: *dennis.moffit@suddenlink.com*

Michael Chang NESPRESSO ACQUISITION CORPORATION 667 Madison Avenue New York, NY 10065 Telephone: (212) 891-2880 Email: *michael.chang@bcpartners.com*	Matthew A. Brill David Burns LATHAM & WATKINS LLP 555 Eleventh Street, NW Suite 1000 Washington, DC 20004-1304 Telephone: (202) 637-2200 Facsimile: (202) 637-2201 Email: *Matthew.Brill@lw.com* *David.Burns@lw.com*

E. Certificates of Formation and Financial Statements

Pursuant to Rule 2.2 of the Commission's Rules, a copy of the Certificates of Formation for both Cequel Holdings and Cebridge Telecom CA are attached to this Joint Application as Exhibit A. The Certificate of Status for Cebridge Telecom CA issued by the California Secretary of State on July 12, 2012 is attached hereto as Exhibit B. No Certificate of Status for Cequel Holdings is necessary as it does not transact business in the State of California.

Cebridge Telecom CA's Annual Report filed with the Commission in April 2012 contains its financial statements for the previous year, which are incorporated by reference herein. Cequel Holdings does not prepare reports and financial statements at the individual entity level. All operations of Cequel Holdings and Cebridge Telecom CA are presented in the consolidated financial statements of Cequel Communications Holdings I, LLC, the direct wholly owned subsidiary of Cequel Holdings and Cebridge Telecom CA's parent company. The financial statements of Cequel Communications Holdings I, LLC are prepared in the ordinary course of business in accordance with generally accepted accounting principles. A copy of Cequel Communications Holdings I, LLC's most recently prepared Quarterly Report for the quarter ended March 31, 2012 is attached hereto as Exhibit C.

A copy of Nespresso's Articles of Incorporation is attached hereto as Exhibit D. Nespresso transacts no business in California and, as a result, does not require a Certificate of Good Standing from the California Secretary of State. Evidence of Nespresso's financial qualifications is provided in a copy of the equity commitment letter pursuant to which certain owners of Nespresso have agreed to provide funding for Nespresso. *See* Exhibit E, (provided under seal, as confidential, trade secret and not for public disclosure). Information about the management team for Nespresso is provided in Exhibit F.

III. TRANSACTION OVERVIEW

A. Description of the Proposed Transaction and Revised Ownership Interests

As explained previously in Section I, on July 18, 2012, Cequel Holdings and Nespresso executed the Purchase and Sale Agreement. Under this Purchase and Sale Agreement, Cequel Holdings will become a wholly-owned subsidiary of Nespresso, and Nespresso will thereby acquire control of Cebridge Telecom CA.

Because the Transaction will be completed at the holding company level, it will be entirely seamless to customers of Cebridge Telecom CA. Upon the closing of the Transaction, Cebridge Telecom CA's management, operations, and service offerings will remain intact and continue as is, without change. Thus, this transaction will not, upon closing, result in a change in the Cebridge Telecom CA's operations. A copy of the Purchase Agreement is provided as Exhibit G, under seal, as confidential, trade secret and not for public disclosure.[1] Two charts depicting the corporate structure of Cebridge Telecom CA and Cequel Holdings before and after the transfer of control is provided at Exhibit H.

[1] A redacted version is also attached for the public version.

IV. STANDARD OF REVIEW

A. Section 854(a)

Section 854(a) requires prior authorization from the Commission before the finalization of any transaction that results in the merger, acquisition, or a direct or indirect change in control of a public utility. Sections 854(b) and 854(c) are relevant only when a transacting utility has gross annual California revenues exceeding $500 million. Cebridge Telecom CA's annual revenues are less than $500 million, and thus Section 854(b) and Section 854(c) are not applicable to this Joint Application.

B. The Proposed Transaction is in the Public Interest Under Section 854(a)

The primary standard used by the Commission to determine if a transaction should be approved under Section 854(a) is whether the transaction will be "adverse to the public interest."[2] The purpose of Section 854(a) is to enable the Commission, before any transfer of public utility authority is consummated, to review and assess the proposed transaction and to take such action, as it may find necessary, as a condition of the transfer as the public interest may require.[3]

The aforementioned transaction will serve the public interest. Under new ownership, Cebridge Telecom CA will continue to provide high-quality telecommunications services, while gaining access to the additional resources and maintaining its well established and successful

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[2] *See, Joint Application of Wild Goose Storage Inc., EnCana Corp., Carlyle/Riverstone Global Energy and Power Fund III, L.P., Carlyle/Riverstone Global Energy and Power Fund II, L.P. and Nisaka Gas Storage US, LLC for Review under Public Utilities Code Section 854 of the Transfer of Control of Wild Goose Storage Inc. from EnCana Corporation to Nisaka Gas Storage, US, LLC and for Approval of Financing under Public Utilities Code Section 851*, Decision ("D") 07-03-047 (Mar. 19, 2007), at 4, citing *In the Matter of Qwest Communications Corporation, LCI International Telecom Corp., USLD Communications, Inc., Phoenix Network, Inc. and U S West Long Distance, Inc., and U S West Interprise America, Inc.,* D.00-06-079, 7 CPUC3d 101 at 107 (Jun. 22, 2000).

[3] *See, Joint Application of Securus Technologies, Inc. (U6888C), T-NETIX Telecommunications Services, Inc. (U5324C), and Castle Harlan Partners V, L.P. for approval of acquisition by Castle Harlan Partners V, L.P. of indirect control over Securus Technologies, Inc. and T-NETIX Telecommunications Services, Inc.,* D.11-12-041 (Dec. 19, 2011), at 4.

management team. The transfer of control, therefore, will give Cebridge Telecom CA the ability to become a stronger competitor, to the ultimate benefit of consumers. Further, no existing or potential competitors will be eliminated as a result of the Transaction. The Transaction will strengthen Cebridge Telecom CA's ability to compete with other, much larger telecommunications providers in California and elsewhere, to the benefit of consumers and the telecommunications marketplace.

Joint Applicants respectfully submit that the proposed Transaction should be approved as it will have no adverse effect on any of Cebridge Telecom CA's customers and in all respects satisfies the public interest requirement.

1. The Proposed Transaction Will be Seamless and Transparent to Customers and Will Not Change the Day-to-Day Operations of Cebridge Telecom CA

In approving applications under Section 854(a) with facts analogous to those presented in this Joint Application, the Commission has consistently determined that the transaction would be "seamless" and "transparent" from the customers' perspective based on the fact that the proposed transaction did not contemplate any changes to the rates, terms or conditions of service.[4]

As explained in Section III, above, under this proposed Transaction, Cebridge Telecom CA's registration will continue unchanged. The Transaction will not cause any change in the direct ownership or legal structure of Cebridge Telecom CA and Cebridge Telecom CA will continue to provide service to existing customers pursuant to the current rates, terms and conditions of such services. Future changes in those rates, terms and conditions, if any, will be undertaken pursuant to the applicable federal and state notice and tariff requirements. There will

[4] *See, e.g.*, *Joint Application of Journal Communications, Inc., Norlight Telecommunications, Inc. (U 5674 C), vs. Q-Comm Corporation, for Approval of the Transfer of Control of Norlight Telecommunications, Inc. to Q-Comm Corporation*, D.07-01-037 (Jan. 25, 2007), at 2.

be no interruption or disruption of service to customers. Therefore this Transaction will be seamless and transparent to the Cebridge Telecom CA's consumers.

2. Nespresso Has Sufficient Funds and Expertise to Ensure that Cebridge Telecom CA will Continue to Offer High-Quality Telecommunications Services

Cequel Holdings and Nespresso are committed to ensuring that Cebridge Telecom CA maintains sufficient funds to operate and has sufficient capital available for necessary capital investments. Where a company acquires control of a certificated entity and does not possess an equivalent certificate, the Commission reviews whether the company meets the requirements of an applicant seeking a certificate to exercise the same type of authority as the entity being acquired.[5] As demonstrated by Exhibit E, Nespresso will possess far in excess of $100,000 in cash or cash equivalent for operations of the company plus the cost of deposits to be paid to other carriers. Moreover, the Transaction will not change Cequel Holdings' well-established and successful management team, which will all be part of the Nespresso management team. In addition to the highly experienced management team of Cequel Holdings, the Nespresso management team has significant experience in a variety of industries. *See* Exhibit F. Accordingly, Nespresso has met the requirements for acquiring indirect control of Cebridge Telecom CA.

V. CEQA COMPLIANCE

CEQA applies only to "projects," which are defined as any "activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical

[5] *See, e.g.*, *Joint Application of PaeTec Communications, Inc. (U6097C), McLeodUSA Telecommunications Services, LLC (U5712C), Talk America, Inc. (U5535C), LDMI Telecommunications, Inc. (U5837C) and Windstream Corporation for Approval of the Indirect Transfer of Control of PaeTec Communications, Inc., McLeodUSA Telecommunications Services, LLC, Talk America, Inc., and LDMI Telecommunications, Inc. to Windstream Corporation*, D.11-11-017 (Nov. 10, 2011).

change in the environment."[6] In contrast, CEQA does not apply where the "activity will not result in a direct or reasonably foreseeable indirect physical change in the environment."[7] The CEQA Guidelines provide for an exemption "[w]here it can be seen with certainty that there is no possibility that the proposed activity in question may have a significant effect on the environment."[8]

The Commission has concluded on numerous occasions that a proposed transaction which simply involves the transfer of equity interests did not require CEQA review because in such circumstances there is no possibility that granting the application would have an adverse effect on the environment.[9] Likewise in the present application, the proposed Transaction is not a request to construct or transfer any physical facilities but rather, involves only an indirect change of control of Cebridge Telecom CA through the transfer of equity interests in Cebridge Telecom CA's upstream owners. Thus, the Commission should conclude that the proposed Transaction does not require CEQA review because there is no possibility that the proposed Transaction will have an adverse impact on the environment.

Accordingly, pursuant to Rule 2.4 of the Commission's Rules, Joint Applicants request that the Commission make a determination that the proposed Transaction is not a project within the meaning of CEQA, California Public Resources Code, Section 21000, *et. seq.*

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[6] *See* Cal. Pub. Res. Code § 21065.

[7] CEQA Guidelines, § 15060(c)(2).

[8] CEQA Guidelines, § 15061(b)(3).

[9] *See*, *e.g.*, D.93-11-002 at *4 (Commission concluded that the proposed transaction did not require CEQA review, finding that "the proposed transfer will have no adverse effect or impact on the environment because the transaction involves only the transfer of outstanding shares of stock"); D.06-09-017, mimeo at 6 (Conclusions of Law No. 3) (the proposed transaction did not require CEQA review based on the Commission's conclusion that "[s]ince Applicants will be constructing no facilities, it can be seen with certainty that there will be no significant effect on the environment").

VI. ADDITIONAL INFORMATION

A. Customer Transfer Notification

Because Cebridge Telecom CA will continue to offer services to its customers after consummation of the Transaction, and there will be no customer transfers, no notice of transfer is required.

B. Complaints Regarding Consumer Laws or Prior Sanctions

To the best of Applicants' knowledge, no legal complaints have been decided against Nespresso or any affiliates, or are pending in any court in California or any other state involving an alleged violation of Section 17000 et seq. of the California Business and Profession Code, any misrepresentation to customers, or any similar violations.

Further, to the best of their knowledge, no Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Nespresso, or any person acting in such capacity whether or not formally appointed, has been sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule, or order.

VII. REQUEST FOR EXPEDITED APPROVAL AND RULE 2.1(C) SCHEDULE

Joint Applicants request that the Commission approve this Application on an expedited basis. This Joint Application, as well as the underlying Transaction, will have no adverse effect on any California customers. It will not result in any (a) change in the operations, rates, terms or conditions of service, or (b) construction or transfer of any facilities.

The proposed Transaction will thus be seamless and transparent to Cebridge Telecom CA's California customers and exempt from environmental review under CEQA. Accordingly, Joint Applicants respectfully submit that the information presented in this Joint Application is

sufficient to permit the Commission to rule on the proposed Transaction and, due to its non-controversial nature, further submit that this matter is appropriate for expedited approval.

For business and financial reasons, Joint Applicants desire that they be granted the authority to complete the Transaction as soon as possible. Accordingly, concurrent with this application, Joint Applicants are filing a Motion requesting a ruling shortening time for the filing of protests. Expedited approval will allow Cebridge Telecom CA to gain access more immediately to the resources available to continue delivering high-quality and innovative services to consumers, and will enhance competition. Additionally, Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure allows that the Commission may waive the period for public review and comment on proposed decisions in the event that a matter is uncontested and where the decision grants the relief requested. Assuming no protests are filed and the decision grants the relief requested, Joint Applicants request that the Commission waive the period for public comment and process its application according to the following schedule:

Joint Applicants propose the following schedule:

Application Filing Date	July 25, 2012
Protests and other responses to Application due	15 days after Notice in the Daily Calendar (Shortened)
Replies to protests	7 days after protests, if any
Proposed Decision issued:	40 days after Application filed
Commission Final Decision	60 days after Application filed

VIII. PROCEDURAL REQUIREMENTS

A. Rule 2.1(c) Categorization and Determination of the Need for Hearings

Joint Applicants propose that this proceeding be categorized as ratesetting. Although this Joint Application will not impact the rates of Cebridge Telecom CA's current customers in California, the definitions of "adjudicatory" or "quasi-legislative" as set forth in Rules 1.3(a) and 1.3(d) clearly do not apply to this Joint Application. Rule 7.1(e)(2) specifies that when a proceeding does not clearly fall within any of the categories set forth in Rule 1.3, it should be conducted under the rules for ratesetting proceedings. In addition, Rule 1.3(e) defines ratesetting proceedings to include "[o]ther proceedings" that do not fit clearly into any category.

The Joint Applicants submit that hearings are unnecessary in this proceeding and that the information included in this Joint Application enables the Commission to "reach findings on all issues that California statutes require the Commission to address" when evaluating a Section 854(a) application.[10] Joint Applicants accordingly request that the Commission evaluate their request based on this submission and absent any need to conduct an evidentiary hearing. Joint Applicants do not anticipate that any material issues of contested fact will arise regarding this proposed Transaction, further supporting the conclusion that hearings are not necessary.

As demonstrated above, the Section 854 authority requested will not change the manner in which Cebridge Telecom CA will provide service to the consumers it serves. Nor will the authority requested change the rates paid by Cebridge Telecom CA customers or the terms and conditions of service.

[10] *Application of Comcast Business Communications, Inc. for Approval of the Change of Control of Comcast Business Communications, Inc.,* D.02-11-025, mimeo at 36 (Nov. 7, 2002) (in approving the acquisition of AT&T Broadband by Comcast, the Commission further explained its denial of request by protesting parties that hearings were necessary stating, "the structure of this decision, which addresses each provision of the guiding and controlling statutes, demonstrates that there is no need for hearings . . . .").

B. Rule 2.1(c) Determination of Issues to Be Considered

The only issue to be considered is whether the indirect transfer of control of Cebridge Telecom CA is in the public interest consistent with Public Utilities Code Section 854(a).

C. Compliance with Procedural Requirements

This section cross-references compliance with the Rules applicable to this Application:

Rule	Requirement	Section/Exhibit
2.1 (a)	Legal Name and Address	II
2.1(b)	Persons to Receive Notice	II(D)
2.1(c)	Categorization/Hearing/Proposed Schedule	VI, VII
2.2	Formation Agreements and Qualifications to Transact Business	II, Exhibits A, B, D, and F
2.3/3.6(e)	Financial Statements	II, Exhibit C and E
2.4	CEQA	V
3.6(a)	Character of Business	II
3.6(b)	Description of Property	III, Exhibits G, H
3.6(c)	Reasons for Transaction	III, Exhibit G
3.6(d)	Terms of Transaction	Exhibit G
3.6(f)	Transaction Documents	Exhibit G

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IX. CONCLUSION

For the reasons stated above, Joint Applicants submit that the public interest, convenience and necessity will be furthered by approval of this Joint Application and respectfully request expedited approval to permit Joint Applicants to consummate the proposed Transaction in a timely manner.

Respectfully submitted, this day of July 25, 2012.

/s/
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JaneWhang@dwt.com

Attorneys for Cebridge Telecom CA, LLC and Cequel Communications Holdings, LLC

Dated: July 25, 2012

VERIFICATION

I, Tim Thompson, hereby declare that I am the Vice President, Telephony, at Suddenlink Communications and am authorized to make this verification on its behalf. I have read the foregoing Application; and that the information set forth therein is true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 19th day of July 2012, at St. Louis, Missouri.

Tim Thompson
VP, Telephony
On behalf of Cebridge Telecom CA, LLC, d/b/a Suddenlink

VERIFICATION

I, Ralph G. Kelly, hereby declare that I am the Senior Vice President and Treasurer of Cequel Communications Holdings, LLC and am authorized to make this verification on its behalf. I have read the foregoing Application; and that the information set forth therein is true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 24th day of July 2012, at St. Louis, Missouri.

Ralph G. Kelly, Senior Vice President and Treasurer of
CEQUEL COMMUNICATIONS HOLDINGS, LLC

VERIFICATION

I, Michael Chang, hereby declare that I am the Treasurer of Nespresso Acquisition Corporation and am authorized to make this verification on its behalf. I have read the foregoing Application; and that the information set forth therein is true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 23 day of July 2012, at New York, New York.

(Signature and Title of Corporate Officer)

LIST OF EXHIBITS

EXHIBIT A

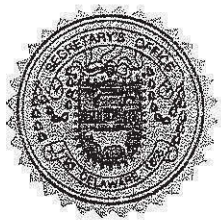
CERTIFICATES OF FORMATION OF

CEQUEL HOLDINGS AND CEBRIDGE TELECOM CA

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CEQUEL COMMUNICATIONS HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF APRIL, A.D. 2006, AT 12:26 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4148686 8100

060386025

AUTHENTICATION: 4697464

DATE: 04-26-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:26 PM 04/26/2006
FILED 12:26 PM 04/26/2006
SRV 060386025 - 4148686 FILE

Certificate of Formation

of

Cequel Communications Holdings, LLC

This Certificate of Formation is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (the "Act"). It is hereby certified as follows:

FIRST. The name of the limited liability company (the "Company") is: Cequel Communications Holdings, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is: c/o The Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801. The name of the registered agent of the Company at such address is: The Corporation Trust Company.

THIRD. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

FOURTH. In furtherance and not in limitation of the powers conferred by the Act, the Company shall be governed by a limited liability company agreement.

FIFTH. The Company shall to the fullest extent permitted by the provisions of Section 18-108 of the Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under said Section 18-108 from and against any and all matters, and the indemnification provided for herein shall not be deemed exclusive of any other right to which any person may be entitled under the Company's limited liability company agreement, or otherwise.

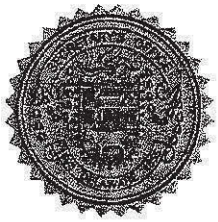
IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation as of April 26, 2006.

/s/ Marsha Robinson-Page
Marsha Robinson-Page
Authorized Person

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CEBRIDGE TELECOM CA, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2005, AT 2:21 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4071076 8100

AUTHENTICATION: 4342255

050985299

DATE: 12-05-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:26 PM 12/05/2005
FILED 02:21 PM 12/05/2005
SRV 050985299 - 4071076 FILE

Certificate of Formation

of

Cebridge Telecom CA, LLC

This Certificate of Formation is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (the "Act"). It is hereby certified as follows:

FIRST. The name of the limited liability company (the "Company") is: Cebridge Telecom CA, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is: c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware 19808. The name of the registered agent of the Company at such address is: Corporation Service Company.

THIRD. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

FOURTH. In furtherance and not in limitation of the powers conferred by the Act, the Company shall be governed by a limited liability company agreement.

FIFTH. The Company shall to the fullest extent permitted by the provisions of Section 18-108 of the Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under said Section 18-108 from and against any and all matters, and the indemnification provided for herein shall not be deemed exclusive of any other right to which any person may be entitled under the Company's limited liability company agreement, or otherwise.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation as of December 5, 2005.

/s/ Marsha Robinson-Page
Marsha Robinson-Page
Authorized Person

EXHIBIT B

CERTIFICATE OF STATUS OF CEBRIDGE TELECOM CA, LLC

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: CEBRIDGE TELECOM CA, LLC

REGISTERED IN CALIFORNIA AS: CEBRIDGE TELECOM CA, LLC

FILE NUMBER:	200534910030
REGISTRATION DATE:	12/12/2005
TYPE:	FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION:	DELAWARE
STATUS:	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 12, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

RG

NP-25 (REV 1/2007)

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the **12th** day of **December, 2005**, **CEBRIDGE TELECOM CA, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of the State of **Delaware** as **CEBRIDGE TELECOM CA, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, SUBJECT, HOWEVER, TO:

(a) any licensing requirements otherwise imposed by the laws of this State and;

(b) that subject limited liability company shall transact all intrastate business within this State under the above name elected by it.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 17, 2005.

BRUCE McPHERSON
Secretary of State

RVA

NP-25 (REV 03/31/05)

OSP 05 92450

State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 17 2005

BRUCE McPHERSON
Secretary of State

State of California
Secretary of State

File # 200534910030

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 12 2005

A $70.00 filing fee AND a certificate of good standing from an authorized public official of the jurisdiction of formation must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name in Item 1 with the words "Limited Liability Company," "Ltd. Liability Co." or the abbreviations "LLC" or "L.L.C.")

1. NAME UNDER WHICH THE FOREIGN LIMITED LIABILITY COMPANY PROPOSES TO REGISTER AND TRANSACT BUSINESS IN CALIFORNIA
   Cebridge Telecom CA, LLC

2. NAME OF THE FOREIGN LIMITED LIABILITY COMPANY, IF DIFFERENT FROM THAT ENTERED IN ITEM 1 ABOVE

DATE AND PLACE OF ORGANIZATION

3. THIS FOREIGN LIMITED LIABILITY COMPANY WAS FORMED ON 12 (MONTH) - 5 (DAY) - 05 (YEAR) IN Delaware (STATE OR COUNTRY)
   AND IS AUTHORIZED TO EXERCISE ITS POWERS AND PRIVILEGES IN THAT STATE OR COUNTRY.

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 4 and 5 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 4 must be completed (leave Item 5 blank).

4. NAME OF AGENT FOR SERVICE OF PROCESS
   CT Corporation System 818 West Seventh Street Los Angeles California 90017

5. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA — CITY — STATE — ZIP CODE
   CA

APPOINTMENT (The following statement is required by statute and may not be altered.)

6. IN THE EVENT THE ABOVE AGENT FOR SERVICE OF PROCESS RESIGNS AND IS NOT REPLACED, OR IF THE AGENT CANNOT BE FOUND OR SERVED WITH THE EXERCISE OF REASONABLE DILIGENCE, THE SECRETARY OF STATE OF THE STATE OF CALIFORNIA IS HEREBY APPOINTED AS THE AGENT FOR SERVICE OF PROCESS OF THIS FOREIGN LIMITED LIABILITY COMPANY.

OFFICE ADDRESSES (Do not abbreviate the name of the city.)

7. ADDRESS OF THE PRINCIPAL EXECUTIVE OFFICE — CITY AND STATE — ZIP CODE
   12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131

8. ADDRESS OF THE PRINCIPAL OFFICE IN CALIFORNIA, IF ANY — CITY — STATE — ZIP CODE
   CA

EXECUTION

9. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON

December 7, 2005
DATE

Craig L. Rosenthal
TYPE OR PRINT NAME OF AUTHORIZED PERSON

Manager
TITLE OF AUTHORIZED PERSON

OFFICE OF THE SECRETARY OF STATE

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

10. NAME
    FIRM
    ADDRESS
    CITY/STATE/ZIP

LLC-5 (REV 03/2005) — APPROVED BY SECRETARY OF STATE

EXHIBIT C

FINANCIAL STATEMENTS OF CEQUEL COMMUNICATIONS HOLDINGS I, LLC

Cequel Communications Holdings I, LLC

Consolidated Balance Sheets (unaudited)
As of March 31, 2012 and December 31, 2011
(in thousands)

ASSETS	**March 31, 2012**	**December 31, 2011**
Cash and cash equivalents	$ 176,559	$ 128,663
Accounts receivable, net	161,293	167,539
Prepaid expenses and other assets	20,070	18,580
Total current assets	357,922	314,782
Property, plant and equipment	3,009,600	2,915,264
Less - accumulated depreciation	(1,616,960)	(1,518,897)
Property, plant and equipment, net	1,392,640	1,396,367
Deferred financing costs, net	53,988	41,287
Intangible assets:		
Subscriber relationships, net	17,142	20,799
Franchise rights, net	1,725,333	1,725,353
Goodwill	577,082	575,750
Total intangible assets, net	2,319,557	2,321,902
Other long-term assets	7,792	7,916
Total assets	$ 4,131,899	$ 4,082,254
LIABILITIES AND MEMBER'S EQUITY		
Liabilities:		
Accounts payable	$ 8,927	$ 17,827
Due to affiliates	2,222	3,203
Deferred revenue	133,785	130,072
Accrued expenses	165,936	163,627
Accrued interest	78,034	38,418
Current portion of capital leases and other obligations	3,133	3,940
Current portion of long-term debt	22,000	20,382
Other current liabilities	13,185	29,607
Total current liabilities	427,222	407,076
Long-term deferred revenue	2,769	2,749
Long-term deferred tax liability	26,031	26,980
Long-term portion of capital leases and other obligations	5,198	6,218
Long-term debt	4,161,167	3,766,347
Other long-term liabilities	338	343
Total liabilities	4,622,725	4,209,713
Commitments and contingencies (Note 9)		
Member's equity		
Member's equity	78,426	448,000
Accumulated deficit	(569,252)	(542,701)
Accumulated other comprehensive loss	-	(32,758)
Total member's equity	(490,826)	(127,459)
Total liabilities and member's equity	$ 4,131,899	$ 4,082,254

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Cequel Communications Holdings I, LLC

Consolidated Statements of Operations (unaudited)
For the Three Months Ended March 31, 2012 and 2011
(in thousands)

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
Revenues	$ 504,994	$ 446,245
Costs and expenses:		
Operating (excluding depreciation and amortization)	208,888	185,681
Selling, general and administrative	114,716	100,999
Depreciation and amortization	104,394	96,860
Gain on sale of cable assets	(289)	(212)
Total costs and expenses	427,709	383,328
Income from operations	77,285	62,917
Interest expense, net	(75,720)	(74,546)
Loss on termination of derivative instruments	(6,565)	-
Change in fair value of derivative instruments	(10,933)	-
Loss on extinguishment of debt	(14,202)	-
Loss before income taxes	(30,135)	(11,629)
Benefit/(provision) for income taxes	3,584	(5,325)
Net loss	$ (26,551)	$ (16,954)

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Cequel Communications Holdings I, LLC

Consolidated Statements of Comprehensive Income (unaudited)
For the Three Months Ended March 31, 2012 and 2011
(in thousands)

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
Net loss	$ (26,551)	$ (16,954)
Reclassification of comprehensive loss (1)	25,705	-
Change in fair value of derivative instruments (1)	7,053	21,811
Comprehensive income	$ 6,207	$ 4,857

(1) See Note 8

The accompanying notes are an integral part of these consolidated financial statements.

Cequel Communications Holdings I, LLC

Consolidated Statements of Cash Flows (unaudited)
For the Three Months Ended March 31, 2012 and 2011
(in thousands)

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
Cash flows from operating activities:		
Net loss	$ (26,551)	$ (16,954)
Adjustments to reconcile net loss to cash flows from operating activities		
Gain on sale of cable assets	(289)	(212)
Depreciation and amortization	104,394	96,860
Amortization of deferred financing costs	2,763	3,144
Accretion of bond discount	304	333
Amortization of bond premium	(870)	(760)
Bond premium received	-	17,969
Accretion of term loan discount	401	-
Non-cash equity compensation expense	426	561
Deferred income tax expense	(949)	2,146
Non-cash change in fair value of derivative instruments	10,933	-
Loss on termination of derivative instruments	6,565	-
Loss on estinguishment of debt	14,202	-
Changes in assets and liabilities:		
Accounts receivable	6,246	7,111
Prepaid expenses	(1,379)	1,830
Accounts payable	(8,900)	(14)
Deferred revenue	3,733	3,170
Accrued expenses	3,675	22,474
Accrued interest	39,616	45,732
Net cash provided by operating activities	154,320	183,390
Cash flows from investing activities:		
Purchase of property, plant and equipment	(97,535)	(105,195)
Acquisition earnout payment	(4,000)	(3,921)
Other	1	(12)
Net cash used in investing activities	(101,534)	(109,128)
Cash flows from financing activities:		
Issuance of long term debt	2,178,000	625,000
Revolver borrowing	160,000	-
Repayments of long-term debt	(1,941,397)	(5,095)
Repayments of capital lease and other obligations	(1,827)	(91)
Equity distribution	(370,000)	(491,849)
Financing costs	(29,666)	(9,818)
Net cash (used in)/provided by financing activities	(4,890)	118,147
Increase in cash and cash equivalents	47,896	192,409
Cash and cash equivalents, beginning of period	128,663	289,685
Cash and cash equivalents, end of period	$ 176,559	$ 482,094
Supplemental cash flow disclosures:		
Cash paid for interest	$ 33,559	$ 26,246
Noncash transactions:		
Other obligations	$ -	$ 11,069

The accompanying notes are an integral part of these consolidated financial statements.

Cequel Communications Holdings I, LLC

Consolidated Statements of Changes in Member's Equity (unaudited)
For the Three Months Ended March 31, 2012 and 2011
(in thousands)

	Member's Equity	Accumulated Deficit	Accumulated Other Comprehensive Income/(Loss)	Total Member's Equity
Balance, December 31, 2011	$ 448,000	$ (542,701)	$ (32,758)	$ (127,459)
Net loss	-	(26,551)	-	(26,551)
Non-cash equity compensation	426	-	-	426
Equity distribution	(370,000)	-	-	(370,000)
Change in fair value of derivative instruments, January 1, 2012 - March 31, 2012	-	-	7,053	7,053
Reclassification of comprehensive loss on February 14, 2012	-	-	25,705	25,705
Balance, March 31, 2012	$ 78,426	$ (569,252)	$ -	$ (490,826)

	Member's Equity	Accumulated Deficit	Accumulated Other Comprehensive Income/(Loss)	Total Member's Equity
Balance, December 31, 2010	$ 937,743	$ (527,724)	$ (112,549)	$ 297,470
Net loss	-	(16,954)	-	(16,954)
Non-cash equity compensation	561	-	-	561
Equity distribution	(491,849)	-	-	(491,849)
Change in fair value of derivative instruments	-	-	21,811	21,811
Balance, March 31, 2011	$ 446,455	$ (544,678)	$ (90,738)	$ (188,961)

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT D

CERTIFICATE OF INCORPORATION OF NESPRESSO ACQUISITION CORPORATION

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:17 PM 07/03/2012
FILED 06:17 PM 07/03/2012
SRV 120805849 - 5179338 FILE

CERTIFICATE OF INCORPORATION

OF

NESPRESSO ACQUISITION CORPORATION

FIRST: The name of the Company is Nespresso Acquisition Corporation.

SECOND: The address of the Company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, and the name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware as it now exists or may hereafter be amended and supplemented.

FOURTH: The total number of shares of stock which the Company shall have authority to issue is 1,000 having a par value of $.01 per share. All such shares are Common Stock.

FIFTH: The name and mailing address of the incorporator is:

George Lofaso
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022

SIXTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

SEVENTH: No director of this corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

EIGHTH: Election of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 3rd day of July, 2012.

/s/ George Lofaso
George Lofaso
Sole Incorporator

EXHIBIT E

FINANCIAL QUALIFICATION OF NESPRESSO (EQUITY COMMITMENT LETTER) [CONFIDENTIAL – FILED UNDER SEAL]

EXHIBIT F

MANAGEMENT TEAM OF NESPRESSO ACQUISITION CORPORATION

Nespresso Acquisition Corporation Directors and Officers

Michael Chang joined BC Partners in 2009 from JLL Partners where he spent eight years and worked on leveraged buyout investments in a number of industries, including aerospace, financial services and industrials. Previous to JLL, he was in the private equity and M&A groups at the Blackstone Group. Michael has an MBA from Harvard Business School and a degree in Economics from The Wharton School of the University of Pennsylvania and speaks English and Mandarin.

Erik Levy is a Senior Principal in the Principal Investing group of CPP Investment Board (CPPIB). Mr. Levy is a founding member of CPPIB's private equity program and has led a variety of investments since joining in 2005. Recent investments include Kinetic Concepts, IMS Health and Skype. Previously, Mr. Levy was a management consultant with Bain & Company in Toronto and Paris and prior to that, he was an actuarial consultant with Mercer. Mr. Levy is a Director of Kinetic Concepts. Mr. Levy holds a Master of Business Administration degree from the Rotman School of Management at the University of Toronto and a Bachelor of Science degree in Actuarial Mathematics from Concordia University.

Scott Nishi is a Principal in the Principal Investing Group of CPPIB. Mr. Nishi joined CPPIB in 2007 from Oliver Wyman, a management consultancy where he advised consumer and technology companies. Previously, Mr. Nishi was at Launchworks, a venture capital firm that invested in early stage technology companies. Mr. Nishi also serves on the board of directors of 99¢ Only Stores. Mr. Nishi holds an MBA from the Richard Ivey School of Business at the University of Western Ontario and a B.Sc. from the University of British Columbia.

Raymond Svider joined BC Partners in 1992 from Wasserstein Perella & Co., where he was a vice president and acting head of the French business, specializing in arranging mergers and acquisitions. He also was the local representative for a European mezzanine fund. His prior positions include periods at Morgan Stanley and the Boston Consulting Group. Raymond has an MBA from the University of Chicago and is a graduate of both the Ecole Polytechnique and the Ecole Nationale Supérieure des Télécommunications. He speaks French and English.

EXHIBIT G

REDACTED PURCHASE AGREEMENT [CONFIDENTIAL – FILED UNDER SEAL]

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

BY AND AMONG

Cequel Communications Holdings, LLC
(a Delaware limited liability company),

Nespresso Acquisition Corporation
(a Delaware corporation)

the Sellers parties hereto

and

Cequel III, LLC, in its capacity as Manager

July 18, 2012

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EXHIBITS

Exhibit A	Ownership Exhibit
Exhibit B	Form of Preferred Payment Letter
Exhibit C	Allocation Exhibit

REDACTED - EXHIBIT G

REDACTED - EXHIBIT G

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of July 18, 2012, is made by and among Cequel Communications Holdings, LLC, a Delaware limited liability company (the "Company"), Nespresso Acquisition Corporation, a Delaware corporation ("Purchaser"), and the Persons listed on Exhibit A hereto (the "Ownership Exhibit") under the heading "Common Holders" that are parties to this Agreement (each, a "Seller" and collectively, the "Sellers") and Cequel III, LLC, a Delaware limited liability company ("C3"), in its capacity as manager of the Company. Capitalized terms used and not otherwise defined herein have the meanings set forth in ARTICLE I below.

WHEREAS, the Sellers that are parties to this Agreement as of the date hereof own, either directly and of record, or indirectly through one or more Blocker Corps and/or Intermediate Entities (each as defined below), [Redacted] common units of the Company ("Common Units") representing approximately [Redacted] of the Common Units outstanding as of the date hereof as listed on the Ownership Exhibit;

WHEREAS, as of the date hereof certain of the Sellers (the "Blocker Corp Sellers", and each, a "Blocker Corp Seller") beneficially own Common Units through their ownership of outstanding equity of the corporations set forth opposite their respective names on the Ownership Exhibit under the heading "Blocker Corp" (each such corporation, a "Blocker Corp", and all of the Blocker Corps together being referred to herein as the "Blocker Corps"), and such Blocker Corps either own Common Units directly and of record, or beneficially own Common Units through their ownership of outstanding equity of the partnerships or other entities set forth opposite their names on the Ownership Exhibit under the heading "Intermediate Entities" (each such partnership or other entity, an "Intermediate Entity", and all of the Intermediate Entities together being referred to herein as the "Intermediate Entities"), which Intermediate Entities own Common Units directly and of record;

WHEREAS, following the date hereof and prior to the Closing (as defined below), subject to the terms and conditions set forth herein, each Blocker Corp Seller shall form a new single-member, member-managed (without a board of directors) Delaware limited liability company (each such company, a "Blocker Owner") and shall contribute, or shall cause to be contributed, outstanding equity and debt securities, if any, of such Seller's Blocker Corp to such Blocker Owner in exchange for 100% of the membership interests of such Blocker Owner (such membership interests being referred to herein as the Blocker Owner's "Blocker Owner Membership Interests"), which transactions shall result in such Blocker Corp Seller owning directly and of record all of the outstanding Blocker Owner Membership Interests, and such Blocker Owner owning directly and of record outstanding equity and debt securities, if any, of such Blocker Corp (each such contribution by a Blocker Corp Seller, a "Blocker Contribution", and all such Blocker Contributions collectively, the "Blocker Contributions");

WHEREAS, following the date hereof and prior to the Closing, subject to the terms and conditions set forth herein, each Blocker Corp Seller shall cause any Intermediate Entity that is owned by its applicable Blocker Corp to be liquidated, and the Common Units owned directly and of record by such Intermediate Entity shall be distributed to such Blocker Corp and the other owner(s) of such Intermediate Entity in connection with such liquidation, resulting in each of

such Blocker Corp and the other owner(s) of such Intermediate Entity owning directly and of record its applicable portion of such Common Units immediately prior to the Closing (each such liquidation, an "Intermediate Entity Liquidation", and collectively, the "Intermediate Entity Liquidations", and the Intermediate Entity Liquidations together with the Blocker Contributions, the "Blocker Reorganizations");

WHEREAS, subject to the terms and conditions set forth herein, each Seller desires to sell, and Purchaser desires to purchase, in each case following the Blocker Reorganizations, those interests set forth on the Ownership Exhibit opposite such Seller's name under the heading "Purchased Interest" and representing such Seller's entire direct and indirect interest in the Company (such interests being referred to herein as such Seller's "Purchased Interest", and the Purchased Interests of all Sellers being referred to herein as the "Purchased Interests"), such Purchased Interest consisting of:

(i) the Common Units owned directly and of record by such Seller, if any; and

(ii) the Blocker Owner Membership Interests owned directly and of record by the Blocker Corp Sellers;

WHEREAS, the Sellers that are parties to this Agreement will, promptly after the date hereof, exercise their Drag-Along Rights pursuant to Section 12.9(c) of the LLC Agreement (as defined below) with respect to 100% of the outstanding Common Units not owned by the Sellers;

WHEREAS, the Persons listed on the Ownership Exhibit under the heading "Preferred Holders" (each, a "Preferred Holder" and collectively, the "Preferred Holders") as of the date hereof own, directly and of record, [Redacted] preferred units of the Company ("Preferred Units") representing [Redacted] of the Preferred Units outstanding as of the date hereof;

WHEREAS, following the date hereof, the Company shall mail to each Preferred Holder a preferred payment letter in the form attached as Exhibit B hereto (a "Preferred Payment Letter") pursuant to which such Preferred Holder will agree, subject to the terms and conditions of such Preferred Payment Letter, to sell, simultaneously with the purchase and sale of Common Units described above, all Preferred Units held by such Preferred Holder to Purchaser;

WHEREAS, upon the Closing, the Preferred Units held by any Preferred Holder that has not executed and delivered a Preferred Payment Letter to Purchaser and the Company prior to the Closing shall be redeemed in accordance with the terms and conditions set forth herein;

WHEREAS, promptly following the date hereof, the Company will mail to each holder of Suddenlink Options a Suddenlink Option Exercise and Sale Letter (as each such term is defined below) and request that each such holder sign and return the Suddenlink Option Exercise and Sale Letter to the Company, and pursuant to the terms of such Suddenlink Option Exercise and Sale Letter, contingent upon the Closing, such holder will automatically exercise all of such holder's Suddenlink Options through a cashless exercise and simultaneously transfer the Common Units issued upon such exercise to Purchaser and such Common Units shall be purchased by Purchaser for a price equal to the applicable Suddenlink Per Option Consideration with respect to all of the Suddenlink Options of such holder;

WHEREAS, promptly following the date hereof, the Company will mail to each holder of C3 Options who is an employee of Suddenlink a C3 Option Payment Letter (as each such term is defined below) and request that each such holder execute and return a C3 Option Payment Letter to the Company, and pursuant to the terms of such C3 Option Payment Letter, contingent upon the Closing, all C3 Options held by such holder shall be cancelled and shall be converted into the right to receive the applicable C3 Per Option Consideration with respect to all of the C3 Options of such holder;

WHEREAS, promptly following the date hereof, the Company will mail to each holder of Restricted Units a Suddenlink RSU Payment Letter (as each such term is defined below) and request that each such holder sign and return a Suddenlink RSU Payment Letter to the Company, and pursuant to the terms of such Suddenlink RSU Payment Letter, contingent upon the Closing, the holder will automatically receive Common Units of the Company in an amount equal to the number of Restricted Units to which he or she is entitled under the applicable RSU Award Agreements and such Restricted Unit holder will transfer to Purchaser such Common Units and such Common Units shall be purchased by Purchaser for a price equal to the applicable Per Common Unit Consideration with respect to all of the Restricted Units held by such holder;

WHEREAS, as a condition to the willingness of the Company and each of the Sellers to enter into this Agreement, each of CIE Management IX Limited (for and on behalf BC European Capital IX – 1 to 11) and Canada Pension Plan Investment Board has executed and delivered to the Company and to the Sellers as of the date hereof (on behalf of all Sellers) an equity commitment letter, a copy of which is attached hereto as Exhibit Q (the "Purchaser Equity Commitment Letter"), and Jerald L. Kent, Mary E. Meduski, and Thomas P. McMillin have delivered the management equity commitment letter, a copy of which is attached hereto as Exhibit R (the "Management Equity Commitment Letter" and together with the Purchaser Equity Commitment Letter, the "Equity Commitment Letters") (and, for the avoidance of doubt, none of Mr. Kent, Ms. Meduski, or Mr. McMillin (or any of their respective Affiliates) shall be deemed a "Purchaser" (or an Affiliate of Purchaser) under this Agreement); and

WHEREAS, the Company has provided to Purchaser a copy of the Original Debt Commitment Letter (as defined below), executed and delivered to Cequel Communications Holdco, LLC ("Super Holdco"), a Subsidiary of the Company, by Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate) and Credit Suisse Securities (USA) LLC (collectively, "CS").

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"Additional Leakage" means any Leakage not actually deducted from the Purchase Price at the Closing.

"Affiliate" means, with respect to a Person, subject to the last sentence of this definition, (a) any other Person controlling, controlled by, or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise and (b) (i) such Person's spouse, (ii) a lineal descendant of such Person or such Person's parents, the spouse of any such descendant or a lineal descendant of any such spouse, (iii) a charitable institution controlled (whether by funding or otherwise) by such Person and/or the Persons set forth in clauses (i) and (ii) above, (iv) a trustee of a trust (whether inter vivos or testamentary), all of the current beneficiaries and presumptive remaindermen of which are such Person and/or one or more of the Persons described in clauses (i) through (ii) above, (v) a corporation, limited liability company, trust, cooperative, or partnership or any other entity of which all of the outstanding shares of capital stock or interests therein are owned by such Person and/or Persons described in clauses (i) and (ii) of this definition, (vi) an individual covered by a qualified domestic relations order with such Person or any Person described in clauses (i) and (ii) above or (vii) a legal or personal representative of such Person or any Person described in clauses (i), (ii), or (vi) above in the event of any such Person's death or disability. For purposes of this Agreement, (A) any portfolio company of a private equity fund or investment manager shall not be deemed an "Affiliate" of such private equity fund or investment manager or any Affiliate thereof, and (B) any portfolio companies of BC Partners, Inc. and Canada Pension Plan Investment Board (or any of their respective Affiliates) shall not be deemed "Affiliates" of Purchaser.

"Aggregate Bonus Amount" means the total portion of the Purchase Price paid as Bonus Amounts as set forth in the Allocation Exhibit.

"Aggregate C3 Options Amount" means the total portion of the Carried Interest Total to be paid to the holders of C3 Options who are employees of Suddenlink by the Company on C3's behalf as set forth in the Allocation Exhibit.

"Aggregate Common Unit Amount" means the total portion of the Purchase Price paid to the Sellers as set forth in the Allocation Exhibit.

"Aggregate Preferred Payoff Amount" means the total portion of the Purchase Price paid to the Preferred Holders as set forth in the Allocation Exhibit.

"Aggregate RSU Amount" means the total portion of the Purchase Price paid to holders of Restricted Units as set forth in the Allocation Exhibit.

"Aggregate Suddenlink Options Amount" means the total portion of the Purchase Price paid to the holders of Suddenlink Options as set forth in the Allocation Exhibit.

"Allocation Exhibit" means Exhibit C, which sets forth the allocation of the Purchase Price to be made by the Company at Closing.

"Amended Management Agreement" means the amended and restated Cequel Communications Holdings, LLC Management Agreement to be entered into by the Company and C3 in the form attached as Exhibit D on or prior to the Closing Date.

"Balance Sheet Date" means March 31, 2012.

"Bonus Amount" means an amount payable as a bonus to certain holders of Suddenlink Options, certain holders of C3 Options who are employees of Suddenlink, and certain holders of Restricted Units as set forth on the Allocation Exhibit, which amount is to be allocated and paid to such parties as determined by the Company. Nothing in this Agreement will entitle any Person to receive a Bonus Amount.

"Business Day" means any day other than a Saturday, Sunday, or a day on which banking institutions in New York City are authorized or obligated by Law or executive order to close.

"C3 Exercise Price" means, with respect to any C3 Option, the price per C3 Unit at which C3 Units may be purchased upon the exercise of such C3 Option, in accordance with the terms of the applicable option agreement for such C3 Option.

"C3 Option" means an option to purchase C3 Units, whether or not vested, granted pursuant to an option agreement issued pursuant to the C3 Option Plan.

"C3 Option Payment Letter" means a letter signed by a holder of C3 Options who is an employee of Suddenlink with respect to its C3 Options and, if applicable, any Bonus Amount payable to such holder of C3 Options.

"C3 Option Plan" means the Second Amended and Restated 2002 Management Unit Option Plan of C3 dated May 4, 2006, as amended from time to time.

"C3 Per Option Consideration" means an amount equal to the price of a C3 Unit as of the date of measurement (with such amount as determined by C3) less the amount of the applicable C3 Exercise Price.

"C3 Unit" means a Unit, as such term is defined in the C3 Option Plan.

"Cable Act" means the Communications Act of 1934, including the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, each as amended.

"Carried Interest Amount" means an amount equal to the Carried Interest Total less the Aggregate C3 Options Amount, which amount is set forth in the Allocation Exhibit.

"Carried Interest Total" means the amount of the Purchase Price that C3 is entitled to receive as its Carried Interest (as defined in the LLC Agreement), which amount is set forth in the Allocation Exhibit.

"CCH I" means Cequel Communications Holdings I, LLC, a Delaware limited liability company and a wholly owned direct Subsidiary of the Company.

"Certificate of Formation" means the certificate of formation of the Company filed with the Secretary of State of the State of Delaware on April 26, 2006, and any and all amendments thereto and restatements thereof filed with the Secretary of State of the State of Delaware.

"Certificated Blocker Owner Interests" means, with respect to any Blocker Owner, Blocker Owner Membership Interests of such Blocker Owner that are evidenced by certificates.

"CFIUS" means the Committee on Foreign Investment in the United States.

"CFIUS Approval" means CFIUS shall have provided a written notice to the effect that review or investigation of the transactions contemplated by this Agreement has been concluded.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Holders" means the Persons listed on the Ownership Exhibit under the heading "Common Holders".

"Company Attributable Transaction Expenses" means those fees, costs and expenses to be paid by the Company pursuant to Section 10.5.

"Company Benefit Plans" means every material "employee benefit plan" (as defined in Section 3(3) of ERISA) and every other plan, fund, Contract, program and arrangement which is sponsored, maintained or contributed to by the Company or any Company Subsidiary, or with respect to which the Company or any Company Subsidiary has any obligation or liability, whether actual or contingent, for the benefit of present or former employees, officers, directors or consultants of the Company and/or any Company Subsidiary, including, without limitation, those intended to provide: (i) medical, surgical, health care, hospitalization, dental, vision, life insurance, death, disability, legal services, severance, sickness, accident or other welfare benefits (whether or not defined in Section 3(1) of ERISA), (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified and whether or not defined in Section 3(2) of ERISA), (iii) employment, retention, bonus, incentive compensation, option, stock appreciation right, phantom stock, stock purchase or other equity-based benefits or (iv) salary continuation, supplemental unemployment, termination pay, vacation or holiday benefits (whether or not defined in Section 3(3) of ERISA).

"Company Subsidiary" means a Subsidiary of the Company.

"Confidentiality Agreement" means that certain confidentiality agreement among BC Partners, Inc., Canada Pension Plan Investment Board and the Company [Redacted].

"Contract" means any contract, agreement, lease, license or other commitment that is binding on any Person or any part of its property under applicable Law.

"Credit Agreement" means the Credit and Guaranty Agreement, dated as of February 14, 2012, by and among Cequel Communications, LLC, certain Subsidiaries thereof and Cequel Communications Holdings II, LLC as guarantors, Credit Suisse AG, as administrative agent and collateral agent, the other agents named therein, and the lenders party thereto, as amended, restated, supplemented, modified and/or amended and restated from time to time.

"Debt Agreements" means the Credit Agreement and the Indenture.

"Debt Commitment Letter" means a debt commitment letter from one or more Financing Sources in an amount equal to $500 million (including the Original Debt Commitment Letter and any such letter relating to an Alternate Financing but excluding, for avoidance of doubt, any commitment letter in respect of a Purchaser Financing or a Seller Financing).

"Debt Consideration" means an amount equal to $500,000,000.

"Deferred Management Fees Amount" means the amount of the Purchase Price that C3 is entitled to receive as Deferred Fees (as defined in the LLC Agreement) as set forth in the Allocation Exhibit.

"Disclosure Schedules" means the Company Disclosure Schedule and the Seller Disclosure Schedule.

"Environmental Laws" means all applicable Laws relating to pollution, contamination, Hazardous Substances, the protection of natural resources or the environment and the protection of human health as it relates to the foregoing.

"Equity Consideration" means an amount equal to $1.985 billion less the amount of any Leakage identified prior to the Closing, including Leakage set forth in the Leakage Certificate.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Executive Committee" means the Executive Committee of the Board of Directors of the Company.

"Exon-Florio" means Section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment and National Security Act of 2007.

"FCC" means the Federal Communications Commission.

"Financing Seller" means each Seller that is designated as a Financing Seller on the Ownership Exhibit.

"Financing Source" means each entity that is party to, and agrees to provide or arrange all or any portion of the Debt Financing pursuant to, any Debt Commitment Letter and/or any additional or replacement lender, arranger, bookrunner, syndication agent or other entity acting

in a similar capacity for the Debt Financing or any Alternate Financing (but excluding, for the avoidance of doubt, Purchaser or any Financing Seller).

"Fixtures and Equipment" means all furniture, furnishings, vehicles, equipment, computers, tools, electronic devices, towers, trunk and distribution cable, decoders and spare decoders for scrambled satellite signals, amplifiers, power supplies, conduits, vaults and pedestals, grounding and pole hardware, installed subscriber devices (including drop lines, converters, encoders, transformers behind television sets and fittings), headends and hubs (origination, transmission and distribution systems) hardware and closed circuit devices and other tangible personal property (other than inventory) held by the Company or any of the Company Subsidiaries, wherever located.

"Flow-Through Purchase Price" means an amount equal to the excess of (x) the Purchase Price less (y) that portion of the Purchase Price that is paid to indirectly acquire the Blocker Corps.

"Franchise" means each franchise, as such term is defined in the Cable Act, granted by a Governmental Body authorizing the construction, upgrade, maintenance and operation of any part of the Systems.

"Free Cash Flow" means, with respect to any period, [Redacted].

"Fully Diluted Basis" means the total number of issued and outstanding Common Units, assuming the exercise for cash of all outstanding Suddenlink Options and Restricted Units (whether or not that is the case).

"Fundamental Representations" means the representations and warranties set forth in [Redacted].

"GAAP" means generally accepted accounting principles in the United States as of the relevant date.

"Governing Documents" means the Certificate of Formation and the LLC Agreement.

"Government Official" means: (i) any officer, employee or representative of any regional, federal, state, provincial, county or municipal government or government department, agency, or other division; (ii) any officer, employee or representative of any commercial enterprise that is owned or controlled by a government; (iii) any officer, employee or representative of any public international organization; (iv) any person acting in an official capacity for any government or government entity, enterprise, or organization identified above; and (v) any political party, party official or candidate for political office.

"Governmental Authorization" means permits, certificates, licenses, approvals, registrations and authorizations required to be held by the Company and the Company Subsidiaries under all federal, state and local Laws in connection with the conduct of its business as conducted as of the date of this Agreement, but excluding franchises (as such term is defined under the Cable Act).

"Governmental Body" means any federal, state, regional or local government, judicial, executive, regulatory, taxing, governmental, quasi-governmental, or regulatory authority, of any kind, or any political subdivision thereof, or any arbitrator or arbitral body, in each case, domestic or foreign, including without limitation the FCC, any PUC, and any Franchise Authority.

"Hazardous Substances" means any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemicals, (including petroleum or any by-products or fractions thereof), any form of natural gas, lead, asbestos and asbestos-containing materials and polychlorinated biphenyls that are regulated under any Environmental Laws.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Incentive Amount" means the amount of the Purchase Price that C3 is entitled to receive to pay a "promote" payment to certain holders of C3 Units and a bonus to certain employees of C3 as set forth in the Allocation Exhibit and to be allocated and paid to such parties as determined by C3.

"Indebtedness" means, with respect to any Person as of any particular time, without duplication, the sum of all amounts owing by such Person to repay full amounts due and terminate all obligations (including any accrued interest and any cost or penalty associated with prepaying any such indebtedness or similar amounts) with respect to (i) all obligations for borrowed money of such Person (including any unpaid principal, premium, accrued and unpaid interest, prepayment penalties, commitment and other fees, reimbursements, indemnities and all other amounts payable in connection therewith), (ii) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments or debt securities, (iii) all obligations, contingent or otherwise, of such Person in respect of any letters of credit or bankers' acceptances (to the extent drawn), (iv) any interest rate swap, forward contract or other hedging arrangement of such Person, (v) all obligations for the deferred purchase price of assets, property or services, including any unpaid purchase price obligations relating to acquisitions, (vi) all obligations under capital or direct financing leases and purchase money and/or vendor financing, (vii) unpaid management fees that are otherwise due and payable, (viii) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of a third Person of the type referred to in clauses (i) through (viii) above, other than by endorsement of negotiable instruments for collection in the ordinary course of business; provided that, with respect to the Company and the Company Subsidiaries, Indebtedness shall not include intercompany indebtedness between the Company and any Company Subsidiary, or between any Company Subsidiary and another Company Subsidiary.

"Indenture" means the Indenture, dated November 4, 2009, by and between Cequel Communications Holdings I, LLC, Cequel Capital Corporation and U.S. Bank National Association, as trustee, as supplemented by the First Supplemental Indenture thereto, dated May 4, 2010 and the Second Supplemental Indenture thereto, dated January 19, 2011.

"Intellectual Property" means all intellectual property and proprietary rights, including all: (i) patents and patent applications therefor, including continuations, divisionals, continuations-in-part, reissues, extensions and reexaminations therefor; (ii) trademarks, service marks, trade names, and trade dress, and all applications, registrations and renewals for and relating thereto; (iii) copyrights and all applications, registrations and renewals for and relating thereto; (iv) trade secrets; and (v) domain names.

"IRS" means the United States Internal Revenue Service.

"Knowledge" means, with respect to one or more Blocker Corps, the actual knowledge without duty of inquiry of:

(a) in the case of each Blocker Corp indicated on the Ownership Exhibit as affiliated with [Redacted] primarily responsible for its investment in the Company, including the members of the tax preparation group thereof responsible for the Tax Returns of each such Blocker Corp and the sellers thereof;

(b) in the case of each Blocker Corp indicated on the Ownership Exhibit as affiliated with [Redacted], the principals thereof primarily responsible for its investment in the Company, including the members of the tax preparation group thereof responsible for the Tax Returns of each such Blocker Corp and the sellers thereof;

(c) in the case of [Redacted] primarily responsible for its investment in the Company, including the individual members of the tax preparation group of [Redacted] with responsibility for the Tax Returns of [Redacted] and the sellers thereof; and

(d) in the case of [Redacted], the principals of [Redacted] primarily responsible for its investment in the company, including the members of the tax preparation group thereof responsible for the Tax Returns of [Redacted] and the seller thereof.

"knowledge of the Company" or "Company's knowledge" means the actual knowledge, without duty of inquiry, of [Redacted].

"Law" means any law, statute, ordinance, rule, regulation, code, Order, treaty, directive, decree, administrative requirement, or other restriction, issued, promulgated or entered by any Governmental Body.

"Leakage" means any of the following events, to the extent such events occur during the Lock Box Period: [Redacted]

"Leakage Indemnitor" means [Redacted].

"Leakage Party" means any Common Holder, any holder of Suddenlink Options, any holder of C3 Options, any holder of Restricted Units and C3 and each of their respective Affiliates; provided that none of the Company or any of the Company Subsidiaries shall be a Leakage Party.

"Liens" means any lien, statutory or otherwise, security interest, mortgage, deed of trust, priority, pledge, charge, right of first refusal or other encumbrance or similar right of others.

"LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 5, 2006, as amended by Amendment No. 1 thereto, dated as of May 1, 2007, Amendment No. 2 thereto, dated as of January 12, 2011, and Amendment No. 3 thereto, dated as of June 19, 2012, and as further amended from time to time after the date hereof.

"LLC Agreement Amendment" means the proposed amendment to the LLC Agreement in the form attached as Exhibit E.

"Lock Box Period" means the time period beginning on the date immediately following the Balance Sheet Date and ending immediately prior to the Closing on the Closing Date.

"Majority-in-Interest of the Financing Sellers" means the Financing Sellers that would hold a majority of the Seller Financing as set forth on the Ownership Exhibit.

"Majority-in-Interest of the Sellers" means the member of the Executive Committee designated to the Executive Committee by [Redacted], or an Affiliate thereof, together with at least two other members of the Executive Committee.

"Management Agreement" means the Amended and Restated Cequel C Communications Management Agreement, dated as of February 14, 2012, by and between the Company and C3 and as further amended from time to time.

"Material Adverse Effect" means any event, change, effect, occurrence, circumstance or development having an effect that, individually or in the aggregate with any other event, change, effect, occurrence, circumstance or development, is materially adverse to the business, assets, liabilities, financial condition, results of operations or business operations of the Company and the Company Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed either alone or in combination with one another to constitute a Material Adverse Effect: (i) general international, national, regional, local or industry-wide economic, political, business, financial or market conditions, (ii) any adverse effect to the extent arising from any action taken by the Company as required by this Agreement or taken at the request of Purchaser (provided, that this clause (ii) shall be disregarded for purposes of Section 3.4 and Section 3.18, in each case, solely with respect to each individual Material Contract which by its terms requires aggregate payments by the Company or any Company Subsidiary, or pursuant to which third parties are required to pay to the Company or any Company Subsidiary, in excess of [Redacted] with respect to calendar year 2012), (iii) any adverse effect to the extent generally affecting the cable or telecommunications industry, (iv) any adverse effect to the extent relating to any failure to obtain the consent or similar order or determination of a Governmental Body [Redacted], (v) any failure by the Company or the Company Subsidiaries to meet any internal or external projection (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect), (vi) the announcement of the execution, or the pendency, of this Agreement (provided that this clause

(vi) shall be disregarded for purposes of Section 3.4 and Section 3.18, in each case, solely with respect to each individual Material Contract which by its terms requires aggregate payments by the Company or any Company Subsidiary, or pursuant to which third parties are required to pay to the Company or any Company Subsidiary, in excess of [Redacted] with respect to calendar year 2012), (vii) any changes in applicable Law or GAAP or any other accounting standards (or the interpretation thereof), or (viii) acts of God, national disasters, an outbreak or escalation of hostilities involving the United States or any other country, or the occurrence of any military or terrorist attack upon the United States; except, in the case of clauses (i), (iii), (vii) and (viii), to the extent that such event, change, effect, occurrence, circumstance or development has a disproportionate impact, individually or together, on the Company and the Company Subsidiaries (taken as a whole) relative to the other businesses operating in the industry in which the Company and the Company Subsidiaries operate. The Company shall and shall cause the Company Subsidiaries to use their respective commercially reasonable efforts to mitigate the adverse effects on the value of the Company and the Company Subsidiaries arising from the changes referred to in clauses (vi) and (vii) of this definition to the extent practicable.

"Material Leased Real Property" means those parcels of real property leased by the Company or a Company Subsidiary set forth on Section 1.1 of the Company Disclosure Schedule.

"Material Owned Real Property" means those parcels of real property owned by the Company or a Company Subsidiary set forth on Section 1.2 of the Company Disclosure Schedule.

"New LLC Agreement" means the amended and restated limited liability company agreement of the Company to be entered into by the Company and Purchaser following the Closing (on terms and conditions reasonably satisfactory to each of the Company and Purchaser).

"Order" means any order, writ, judgment, injunction, decree, ruling, assessment, stipulation, determination or award entered by or with any court or other Governmental Body or arbitrator that is applicable to the Company or the Company Subsidiaries or by which any of their respective properties or assets are bound.

"Ordinary Course of Business" means the ordinary course of business of the Company and the Company Subsidiaries consistent with their past practice prior to the Balance Sheet Date.

"Original Debt Commitment Letter" means the Debt Commitment Letter issued to Super Holdco and in effect as of the date of this Agreement.

"Per Common Unit Consideration" means the amount paid by Purchaser at Closing for a Common Unit of the Company on a Fully Diluted Basis as set forth in the Allocation Exhibit.

"Permitted Leakage" means: [Redacted]

"Permitted Liens" means, with respect to the Company and the Company Subsidiaries (i) Liens for taxes, assessments and other governmental charges not yet due and payable, or, if due, not delinquent or being contested in good faith by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP, (ii) Liens imposed or promulgated by

Law or any Governmental Body with respect to real property, including zoning, building, environmental or similar restrictions, (iii) easements, licenses, covenants, conditions, minor title defects, rights-of-way and other similar restrictions and encumbrances; provided the same would not, individually or in the aggregate, (A) with respect to the Material Owned Real Property and the Material Leased Real Property, materially impair the occupancy or use of the Material Owned Real Property or Material Leased Real Property for the purposes for which it is currently used in connection with business of the Company and the Company Subsidiaries and (B) with respect to any other real property that is not Material Owned Real Property or Material Leased Real Property, constitute, or would reasonably be expected to constitute, a Material Adverse Effect, (iv) mechanic's, materialmen's, warehousemen's, carriers', workers' or repairmen's and similar Liens incurred in the Ordinary Course of Business, (v) leases, subleases and other occupancy agreements, (vi) landlord's liens for amounts not yet due and payable or that are being contested in good faith, (vii) Liens incurred in the Ordinary Course of Business in connection with workers' compensation and unemployment insurance or similar Laws, (viii) Liens pursuant to, or permitted under, the Debt Agreements or any other ancillary agreements, documents or instruments entered into in connection with the Debt Agreements, (ix) rights reserved to any Governmental Body to regulate the affected property that do not materially affect the operation of the property subject thereto, (x) any severed mineral or oil and gas estates, or mineral or oil and gas leasehold estates, or rights of a proprietor or a vein or lode to extract or remove such proprietor's ore and (xi) Liens that would not, individually or in the aggregate, reasonably be expected to materially interfere with the use of the affected property in the operation of the business of the Company and the Company Subsidiaries.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

"Preferred Unit Payoff Amount" means with respect to any Preferred Unit, the outstanding Preferred Return (as defined in the LLC Agreement) in respect of such Preferred Unit as of immediately prior to the Closing as set forth in the Allocation Exhibit.

"PUC" means any state public utilities commission, public service commission, or similar Governmental Body with regulatory jurisdiction over any portion of the Company's or the Company Subsidiaries' business, or which has issued a license, permit, certificate or other authorization held by the Company or the Company Subsidiaries.

"Purchase Price" means an amount equal to the Equity Consideration plus the Debt Consideration.

"Purchaser Attributable Transaction Expenses" means those fees, costs and expenses to be paid by Purchaser pursuant to Section 10.5.

"Purchaser Financing" means the financing contemplated by the Purchaser Financing Notice.

"Purchaser Financing Notice" means a notice delivered by Purchaser to the Company pursuant to Section 7.8(f), stating that Purchaser shall provide, subject to the payment of the fees

described in clause (B) of the definition of Seller Financing Notice, the Purchaser Financing upon terms provided for in the Senior Unsecured Exchange Notes term sheet attached to the Original Debt Commitment Letter or, to the extent not expressly provided for in such term sheet, as otherwise reasonably agreed by the Company and Purchaser, except that (i) all or a portion of the Purchaser Financing may consist, at the option of Purchaser in its sole discretion, of equity financing upon terms and conditions that are not inconsistent with the terms and conditions of the Equity Commitment Letters delivered by Purchaser to the Company on or prior to the date hereof ([Redacted] will have no additional or expanded obligations under such new equity commitment letter), (ii) the Purchaser Financing shall provide for the funding of an aggregate amount equal to (and in no event greater than (x) [Redacted] less (y) the amount of any Debt Financing to be provided by the Financing Sources pursuant to a Debt Financing) and (iii) the conditions to the funding of the financing thereunder shall be identical to the conditions set forth in Sections 8.1 and 8.3.

"Restricted Holder" means each Preferred Holder and each Seller and their respective Affiliates, [Redacted].

"Restricted Units" means the restricted stock units of the Company awarded pursuant to (a) the RSU Award Agreements, dated as of March 4, 2010, December 13, 2010 and January 19, 2012, in each case by and between the Company and [Redacted], and (b) the RSU Award Agreements, dated as of March 4, 2010, December 13, 2010, and January 19, 2012, in each case by and between the Company and [Redacted] (each of the agreements in (a) and (b) being the "RSU Award Agreements").

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Seller Attributable Transaction Expenses" means those fees, costs and expenses to be paid by the Sellers pursuant to Section 10.5.

"Seller Financing" means the financing contemplated by the Seller Financing Notice.

"Seller Financing Notice" means a notice delivered by a Majority-in-Interest of the Financing Sellers to Purchaser pursuant to Section 7.8(f) stating that the Financing Sellers shall receive, as substitute (to the extent provided in Section 2.3(b)) consideration (such consideration, the "Seller Financing Consideration") for the sale of the Purchased Interests by the Financing Sellers, (A) unsecured loans (in an aggregate principal amount equal to (x) [Redacted] less (y) the amount of any Debt Financing in excess of [Redacted] to be provided by the Financing Sources pursuant to a Debt Financing) constituting the Seller Financing upon the terms and documentation (including closing deliverables) provided for in the Senior Unsecured Increasing Rate Bridge Facility (as defined in the Original Debt Commitment Letter) term sheet attached to the Original Debt Commitment Letter, assuming that the "market flex" provisions of the fee letter referred to in the Original Debt Commitment Letter have been exercised in full with respect to such Seller Financing, and, to the extent not expressly provided for in such term sheet, as otherwise reasonably agreed by the Company, a Majority-in-Interest of the Financing Sellers and Purchaser, provided that, in any event, the conditions to the receipt of the Seller Financing

thereunder shall be identical to the conditions set forth in Sections 8.2 and 8.3, and (B) cash equal to [Redacted] of the principal amount of the Seller Financing.

"Solvent" means that, with respect to any Person and as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person, will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its indebtedness as its indebtedness becomes absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its indebtedness as it matures. For purposes of this definition of "Solvent" only, "indebtedness" means a liability in connection with another Person's (i) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (ii) right to any equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association, limited liability company or other business entity of which a majority of the partnership, membership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association, limited liability company or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association, limited liability company or other business entity or is or controls the managing director, general partner or managers of such partnership, association, limited liability company or other business entity. Except solely for purposes of Section 2.11 (Leakage), Section 6.1 (Conduct of Business), Section 7.2 (Access to Books and Records), Section 7.7 (Efforts; Filings), and Section 7.15 (Confidentiality), the [Redacted] LLCs shall not be considered "Subsidiaries" of the Company or the Company Subsidiaries hereunder.

"Suddenlink" means the Company or any of its Subsidiaries.

"Suddenlink Exercise Price" means, with respect to any Suddenlink Option, the price per Common Unit at which Common Units may be purchased upon the exercise of such Suddenlink Option, in accordance with the terms of the applicable option agreement for such Suddenlink Option.

"Suddenlink Option" means an option to purchase Common Units, whether or not vested, granted pursuant to an option agreement issued pursuant to the Suddenlink Option Plan.

"Suddenlink Option Exercise and Sale Letter" means a letter signed by a holder of Suddenlink Options with respect to its Suddenlink Options and, if applicable, any Bonus Amount payable to such holder of Suddenlink Options.

"Suddenlink Option Plan" means the Suddenlink Communications 2006 Management Unit Option Plan, as amended from time to time.

"Suddenlink Per Option Consideration" means, with respect to any Common Unit issued in respect of a Suddenlink Option exercised pursuant to a Suddenlink Option Exercise and Sale Letter, an amount equal to the Per Common Unit Consideration less the amount of the Suddenlink Exercise Price.

"Suddenlink RSU Payment Letter" means a letter signed by a holder of Restricted Units with respect to its Restricted Units and, if applicable, any Bonus Amount payable to such holder of Restricted Units.

"System" means any "cable system", as such term is defined in the Cable Act, that is used in the operation of the business of the Company and the Company Subsidiaries.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, capital stock, franchise, profits, payroll, social security, employment, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, or other tax, charge, fee, levy, impost, duty or assessment imposed by any Governmental Body (other than a Franchise Authority), including any interest, penalty or addition attributable to such items.

"Tax Returns" means any return, claims for refund, report or information return filed or required to be filed with any Governmental Body in connection with the determination, assessment or collection of any Tax, and any schedules or attachments thereto and amendment thereof.

"Transaction Expenses" means (i) all fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and associated expenses) incurred by the Sellers, the Company or any of their respective Affiliates prior to the Closing in connection with the transactions contemplated by this Agreement; [Redacted].

"Transfer and Termination Agreement" means the Transfer & Termination Agreement, dated as of May 5, 2006, by and among C3, Cequel Connections Holdings, LLC, the Company and the other signatories thereto.

"Transfer Taxes" means all transfer, documentary, sales, use, stamp, recording, registration, conveyance and other similar Taxes and fees (including any penalty, interest and addition thereto) applicable to, or resulting from, the transactions contemplated by this Agreement.

"Treasury Regulations" means the regulations promulgated under the Code, as amended from time to time (including any successor regulations).

"[Redacted] LLCs" means the limited liability companies formed pursuant to [Redacted].

"Uncertificated Blocker Owner Interests" means, with respect to any Blocker Owner, any Blocker Owner Membership Interests of such Blocker Owner that are not Certificated Blocker Owner Interests.

"Unpaid Transaction Expense" shall mean any Transaction Expenses not set forth in the Allocation Exhibit or which were paid by the Company or any Company Subsidiary prior to the Closing.

1.2 Cross-Reference of Other Definitions. For purposes hereof, each capitalized term listed below is defined in the corresponding Section of this Agreement.

Term	Section Number
Acquisition Transaction	7.6
Additional Cash Payment	2.12
Affiliate Contracts	7.5
Affiliate Contract Terminations	7.5
Agreement	Preamble
Allocation	7.12(b)
Alternate Financing	7.8(e)(ii)
Alternate Financing Commitment	7.8(e)(ii)
Alternate Financing Commitment Letter	7.8(e)(ii)
Alternate Transaction	7.8(a)
Applicable Anti-corruption Laws	3.25
Blocker Contributions	Recitals
Blocker Corp	Recitals
Blocker Corp Sellers	Recitals
Blocker Owner	Recitals
Blocker Owner Membership Interests	Recitals
Blocker Reorganizations	Recitals
C3	Preamble
CCFC	7.12(f)
Claim	7.10(b)
Closing	2.1
Closing Date	2.1
Commitment Letters	5.4

Term	Section Number
Common Units	Recitals
Company	Preamble
Company Confidential Information	7.15(b)
Company Disclosure Schedule	ARTICLE III
Company Financial Statements	7.16(a)
Company Governmental Approvals	3.4(b)
Company Leased Property	3.15
Company Owned Property	3.15
Company Real Property	3.15
Conduct of Business Response	6.1(a)
Consent	7.7(c)
Consent Solicitation	**Error! Reference source not found.**
[Redacted]	[Redacted]
CS	Recitals
Debt Financing	5.4
Drag-Along Documents	7.1(a)
Drag-Along Rights	7.1(a)
Drag-Along Seller	7.1(a)
Equity Commitment Letters	Recitals
Equity Financing	5.4
FCPA	3.25
Financings	5.4
Franchise Authority	7.7(c)
[Redacted]	[Redacted]
Fried Frank	2.1
HSR Filing Fees	7.7(b)
Indemnitee	7.10(a)
Independent Accountant	7.12(b)
Insurance Policies	3.20
Intermediate Entities	Recitals
Intermediate Entity Liquidation	Recitals

Term	Section Number
IT Assets	3.19(d)
Joinder	10.10(b)
Leakage Certificate	2.7(a)(vii)
Leakage Indemnification Period	2.11(b)
Management Equity Commitment Letter	Recitals
Material Contracts	3.18(a)
Merger	7.1(b)
Non-Selling Preferred Holder	2.2(c)
Notes	**Error! Reference source not found.**
Offering Document	2.1
Outside Date	9.1(c)
Ownership Exhibit	Preamble
Pole Attachment Agreements	3.18(a)(ii)
Preferred Holders	Recitals
Preferred Payment Letter	Recitals
Preferred Units	Recitals
Preferred Unit Redemption	2.2(c)
Proposed Allocation	7.12(b)
Purchased Blocker Owner	7.2(c)
Purchased Interests	Recitals
Purchaser	Preamble
Purchaser Equity Commitment Letter	Recitals
Purchaser's Representatives	7.2(a)
Related Agreements	7.19
Representatives	7.6
Restricted Period	7.9(a)
Sellers	Preamble
Seller Disclosure Schedule	ARTICLE IV
Seller Request for Purchaser Financing	7.8(f)
Specified Employee	7.9(a)
Sponsors	5.4

Term	Section Number
Suddenlink Option Units	2.4(a)
Suddenlink Option Unit Seller	2.4(a)
Suddenlink Restricted Unit Seller	2.4(b)
Super Holdco	Recitals
Unacquired Interests	7.1(b)
Unaudited Financial Statements	3.5
Uncertificated Interest Assignment Agreement	2.7(b)(ii)
Waived Benefit	7.17

ARTICLE II

PURCHASE AND SALE

2.1 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP ("Fried Frank"), One New York Plaza, New York, New York 10004 at 10:00 a.m. Eastern Time on the fifth Business Day following full satisfaction or due waiver of all of the closing conditions set forth in ARTICLE VIII hereof (other than those to be satisfied at the Closing) or on such other date as is mutually agreed to by Purchaser and a Majority-in-Interest of the Sellers. Notwithstanding the immediately preceding sentence, Purchaser may by written notice to the Company extend the date of the Closing one or more times to a date specified in such written notice that is not later than the date that is fifteen (15) Business Days following the delivery by the Company to the Financing Sources of an Offering Document (as defined in and compliant with the terms and conditions of, the Original Debt Commitment Letter or any applicable Alternate Financing Commitment Letter); provided that such fifteen (15) Business Day period shall not include any day from and including [Redacted] shall not be considered a Business Day for purposes hereof (but in no event beyond the Outside Date, as the same may be extended in accordance with Section 9.1(c)) solely for the purpose of consummating, and only for so long as Purchaser is in good faith actively pursuing, a Debt Financing in connection with the transactions contemplated by this Agreement; provided further that, any such written notice extending the date of the Closing shall be given no less than five (5) Business Days prior to the extended date for the Closing specified therein, and the Closing shall be held on the date specified in such notice; [Redacted]. The date of the Closing is referred to herein as the "Closing Date."

2.2 Preferred Units.

(a) Promptly following the date hereof, the Company shall mail to each Preferred Holder a Preferred Payment Letter and shall make commercially reasonable efforts to assist such Preferred Holder in executing and delivering such letter to Purchaser and the Company. Upon receipt of any such duly executed Preferred Payment Letter from a Preferred Holder, each of the Company and Purchaser shall countersign such letter.

(b) Upon the Closing and in accordance with the terms of each duly executed and delivered Preferred Payment Letter, the Preferred Holder party thereto will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase from such Preferred Holder, such Preferred Holder's Preferred Units, free and clear of all Liens. In consideration of a Preferred Holder's sale of its Preferred Units to Purchaser pursuant to a Preferred Payment Letter, subject to the terms and conditions of this Agreement and such Preferred Payment Letter, upon the Closing such Preferred Holder shall receive, in respect of each Preferred Unit held by such Preferred Holder, an amount in cash equal to the Preferred Unit Payoff Amount with respect to all Preferred Units held by such holder as of immediately prior to the Closing as provided in Section 2.8(a). Each Preferred Payment Letter shall provide an acknowledgement and agreement on the part of the Preferred Holder party thereto that upon receipt by such Preferred Holder of the Preferred Unit Payoff Amount in respect of the Preferred Units held by such Preferred Holder, such Preferred Holder shall have no further rights to any payments or any other economic benefits from the Company under the LLC Agreement or otherwise or payment from C3 in respect of such Preferred Units as provided in Section 2.8(a) including, without limitation, with respect to any expenses related to the transactions contemplated by this Agreement or the Preferred Payment Letter.

(c) At the Closing, the Company shall redeem each outstanding Preferred Unit held by a Preferred Holder that has not properly executed and delivered a Preferred Payment Letter to Purchaser and the Company prior to such time (any such Preferred Holder, a "Non-Selling Preferred Holder", and such redemption, the "Preferred Unit Redemption"). In connection with the Preferred Unit Redemption, each Preferred Unit that is held by a Non-Selling Preferred Holder shall be redeemed for an amount equal to the Preferred Unit Payoff Amount.

2.3 Sale and Purchase of Purchased Interests.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing each Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase from each such Seller, each such Seller's Purchased Interest, free and clear of all Liens.

(b) In consideration of a Seller's sale of its Purchased Interest to Purchaser, subject to the terms and conditions of this Agreement, upon the Closing such Seller shall be entitled to receive an amount in cash equal to the Per Common Unit Consideration with respect to all Common Units beneficially owned by such Seller as provided in Section 2.8(d); provided that, if the Financing Sellers are to receive the Seller Financing Consideration pursuant hereto, the Financing Sellers shall receive (i) the Seller Financing Consideration in lieu of a portion of the cash otherwise payable to the Financing Sellers in an amount equal to the principal amount of the Seller Financing plus (ii) the cash portion of the Seller Financing Consideration (both to be allocated pro rata among the Financing Sellers in accordance with the Common Units being sold directly or indirectly by them). Each Seller, by executing this Agreement, hereby acknowledges and agrees that upon receipt by such Seller of the Per Common Unit Consideration in respect of the Common Units held by such Seller, such Seller shall have no further rights to any payments or any other economic benefits from the Company under the LLC Agreement or otherwise or payment from C3 in respect of such Common Units including, without limitation, any payment

for any amounts of Transaction Expenses of such Seller that are not provided to the Company at least three (3) Business Days prior the Closing Date.

2.4 Suddenlink Options and Restricted Units.

(a) **Suddenlink Options.** Promptly following the date hereof, the Company shall mail to each holder of Suddenlink Options a Suddenlink Option Exercise and Sale Letter. Pursuant to the terms of this Agreement and the applicable Suddenlink Option Exercise and Sale Letter, (i) immediately prior to, and subject to, the Closing, the Company shall issue to such Suddenlink Option holder, with respect to each Suddenlink Option held by a Suddenlink Option holder who has duly executed and delivered to the Company a Suddenlink Option Exercise and Sale Letter, on an uncertificated basis, the number of Common Units equal to all of the Suddenlink Options of such holder (such Common Units, the "Suddenlink Option Units", and such holder, a "Suddenlink Option Unit Seller"), and (ii) upon the Closing, such Suddenlink Option Unit Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase from such Suddenlink Option Unit Seller, such Suddenlink Option Unit Seller's Suddenlink Option Units, free and clear of all Liens. In consideration of a Suddenlink Option Unit Seller's sale of his or her Suddenlink Option Units to Purchaser pursuant to a Suddenlink Option Exercise and Sale Letter, subject to the terms and conditions of this Agreement and such Suddenlink Option Exercise and Sale Letter, upon the Closing such Suddenlink Option Unit Seller shall receive, in respect of the Suddenlink Option Units held by such Suddenlink Option Unit Seller, an amount in cash equal to the Suddenlink Per Option Consideration with respect to the Suddenlink Option Units held by such Suddenlink Option Unit Seller as provided in Section 2.8(e). Each Suddenlink Option Exercise and Sale Letter shall provide an acknowledgement and agreement on the part of the Suddenlink Option Unit Seller party thereto that upon receipt by such Suddenlink Option Unit Seller of any Bonus Amount, if applicable, and the Suddenlink Per Option Consideration in respect of the Suddenlink Option Units held by such Suddenlink Option Unit Seller, such Suddenlink Option Unit Seller shall have no further rights to any payments or any other economic benefits from the Company under the LLC Agreement, the Suddenlink Option Plan or otherwise or payment from C3 or any other Person in respect of such Suddenlink Option Units (or the Suddenlink Options relating to such Suddenlink Option Units), and following such payments, such Suddenlink Options will cease to represent Common Units or the right to acquire Common Units of the Company. In the event that a Suddenlink Option holder fails to execute and deliver a Suddenlink Option Exercise and Sale Letter prior to the Closing, all Suddenlink Options held by such holder, whether or not then exercisable or vested, shall immediately upon the consummation of the Merger, in accordance with Section 7.1(b), be converted, in full settlement and cancellation thereof, into the right to receive, an amount in cash equal to the Suddenlink Per Option Consideration with respect to the Suddenlink Options held by such holder as provided in Section 2.8(e). Following the Merger, such Suddenlink Options will cease to represent the right to acquire Common Units of the Company.

(b) **Restricted Units.** Promptly following the date hereof, the Company shall mail to each holder of Restricted Units (each a "Suddenlink Restricted Unit Seller") a Suddenlink RSU Payment Letter. Pursuant to the terms of this Agreement and the applicable Suddenlink RSU Payment Letter, (i) immediately prior to, and subject to the Closing, the Company shall issue on an uncertificated basis the number of Common Units equal to the number of Restricted Units held by the Suddenlink Restricted Unit Seller and (ii) upon the

Closing, such Suddenlink Restricted Unit Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase from such Suddenlink Restricted Unit Seller, the Common Units issued to the Suddenlink Restricted Unit Seller, free and clear of all Liens. In consideration of a Suddenlink Restricted Unit Seller's sale of his or her Common Units to Purchaser pursuant to a Suddenlink RSU Payment Letter, subject to the terms and conditions of this Agreement and such Suddenlink RSU Payment Letter, upon the Closing such Suddenlink Restricted Unit Seller shall receive, an amount in cash equal to the Per Common Unit Consideration with respect to the Common Units held by such Suddenlink Restricted Unit Seller as provided in Section 2.8(g). Each Suddenlink RSU Payment Letter shall provide an acknowledgement and agreement on the part of the Suddenlink Restricted Unit Seller party thereto that upon receipt by such Suddenlink Restricted Unit Seller of any Bonus Amount, if applicable, and the Per Common Unit Consideration in respect of the Common Units held by such Suddenlink Restricted Unit Seller, such Suddenlink Restricted Unit Seller shall have no further rights to any payments or any other economic benefits from the Company under the LLC Agreement or otherwise or payment from C3 or any other Person in respect of such Common Units. In the event that a holder of Restricted Units fails to execute and deliver a Suddenlink RSU Payment Letter prior to the Closing, all Restricted Units held by such holder shall, subject to and immediately upon the consummation of the Merger, in accordance with Section 7.1(b), become fully vested and shall be converted, in full settlement and cancellation thereof, into the right to receive an amount in cash equal to the Per Common Unit Consideration with respect to the Restricted Units held by such holder as provided in Section 2.8(g).

2.5 C3 Options. Promptly following the date hereof, the Company shall mail to each C3 Option holder who is an employee of Suddenlink a C3 Option Payment Letter. Upon and subject to the Closing, each C3 Option held by a C3 Option holder who is an employee of Suddenlink and who has duly executed and delivered to the Company a C3 Option Payment Letter shall be automatically cancelled, with no further action required on the part of such holder or any other Person, and shall be converted into the right to receive an amount in cash equal to the C3 Per Option Consideration with respect to the C3 Options held by such holder as of immediately prior to the Closing. Each C3 Option Payment Letter will provide an acknowledgement and agreement on the part of the C3 Option holder that, upon such C3 Option holder's receipt of any Bonus Amount, if applicable, and the C3 Per Option Consideration in respect of the C3 Options held by such C3 Option holder, such C3 Option shall be cancelled and such holder shall have no further rights to any payments or any other economic benefits from the Company, C3 or any other Person with respect to such C3 Options, and following such payments, such C3 Options will cease to represent the right to acquire C3 Units. In the event that a C3 Option holder who is an employee of Suddenlink fails to execute and deliver a C3 Option Payment Letter prior to the Closing, such C3 Option holder shall not be entitled to receive the C3 Per Option Consideration with respect to the C3 Options held by such holder unless and until such C3 Option holder has executed and delivered to the Company the C3 Option Payment Letter; provided that such payment will be forfeited and the holder will have no further rights thereto if the C3 Option Payment Letter has not been executed and delivered to the Company by March 15 of the calendar year immediately following the calendar year in which the Closing occurs. The parties hereto agree that, for U.S. federal and all other applicable Tax purposes, the Aggregate C3 Option Amount shall be treated as having been paid to C3 as a portion of its Carried Interest Total (as defined in the LLC Agreement) and then paid by C3 to each C3 Option holder.

2.6 Deferred Management Fees Amount, Carried Interest Total, and Incentive Amount. In consideration of the transactions contemplated hereby, subject to the terms and conditions of this Agreement, upon the Closing C3 shall be entitled to receive a portion of the Purchase Price equal to (a) an amount in cash equal to the Deferred Management Fees Amount as provided in Section 2.8(b)(i), (b) an amount in cash equal to the Carried Interest Total, provided that C3 will authorize the Company to deduct the Aggregate C3 Options Amount from such Carried Interest Total for the Company to pay directly the Aggregate C3 Options Amount as provided in Section 2.8(f) and Section 2.9, and such remaining amount of the Carried Interest Total will be paid to C3 as the Carried Interest Amount as provided in Section 2.8(b)(ii) and (c) an amount in cash equal to the Incentive Amount as provided in Section 2.8(b)(iii). C3, by executing this Agreement, hereby acknowledges and agrees that upon receipt by C3 of the payments described in the immediately preceding sentence in respect of the Deferred Management Fees Amount, Carried Interest Amount, and Incentive Amount, C3 shall have no further rights to any payments or any other economic benefits from the Company under the LLC Agreement or otherwise in respect of such Deferred Management Fees Amount, Carried Interest Amount or Incentive Amount with respect to the period through and including the Closing Date and specifically excluding any accrued and unpaid payment obligations with respect to the Management Agreement, which obligations will continue as provided in the Management Agreement.

2.7 Closing Deliveries.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Company will deliver, or cause to be delivered, to Purchaser the following:

(i) copies of the Amended Management Agreement, in each case duly executed by the Company;

(ii) [Redacted];

(iii) copies of any Suddenlink Option Exercise and Sale Letters, the C3 Option Payment Letters, and the Suddenlink RSU Payment Letters that have been duly executed and delivered to the Company by any of the Suddenlink Option holders, C3 Option holders who are employees of Suddenlink, and the Suddenlink Restricted Units Sellers, respectively, as of the Closing (or other evidence, reasonably acceptable to Purchaser, of the cancellation and/or termination of all Suddenlink Options, C3 Options and Suddenlink Restricted Units) (each such document in form and substance reasonably satisfactory to Purchaser);

(iv) the Drag-Along Documents provided by the Drag-Along Sellers (in form and substance reasonably satisfactory to Purchaser);

(v) copies of the Preferred Payment Letters that have been duly executed by Preferred Holders and the Company (in form and substance reasonably satisfactory to Purchaser);

(vi) a certification, consistent with the requirements of Treasury Regulation Section 1.1445-11T(d)(2)(i), stating under penalties of perjury, that fifty percent (50%) or more of the value of the Company's gross assets does not consist of U.S. real property

interests or ninety percent (90%) or more of the value of the Company's gross assets does not consist of U.S. real property interests and cash or cash equivalents (as determined under Sections 897 and 1445 of the Code);

(vii) a duly executed copy of a certificate, dated as of the Closing Date, setting forth the amount of Leakage that has occurred (or stating that no Leakage has occurred) (in form and substance reasonably satisfactory to Purchaser, the "Leakage Certificate");

(viii) a duly executed certificate, dated as of the Closing Date, stating that the conditions specified in Sections 8.1(a) and 8.1(b), as they relate to the Company, have been satisfied (in form and substance reasonably satisfactory to Purchaser); and

(ix) If the Debt Financing, the Purchaser Financing or the Seller Financing is funded or otherwise provided, as applicable, the Company shall, or shall cause the Company Subsidiaries to, use the net proceeds of such Debt Financing, Purchaser Financing or Seller Financing, to the extent applicable, plus cash on hand to the extent necessary to fund the discounts, commissions, fees and expenses payable in connection with the Debt Financing, the Purchaser Financing or the Seller Financing, as applicable, in satisfaction of the Debt Consideration.

(b) On the terms and subject to the conditions set forth in this Agreement, at the Closing, each of the Sellers will deliver, or cause to be delivered, to Purchaser the following:

(i) certificates representing the Common Units included in the Purchased Interest of such Seller (if any), duly endorsed for transfer or accompanied by duly executed unit powers, or, in the event that such Seller cannot locate such documents, a duly executed affidavit of loss in form and substance reasonably satisfactory to Purchaser and the Company (which affidavit, at the request of Purchaser or the Company, may contain an indemnity in favor of each or either of them);

(ii) if such Seller is a Blocker Corp Seller, (x) the certificates, notes or other documents evidencing such Seller's ownership of Certificated Blocker Owner Interests, in each case duly endorsed for transfer or accompanied by duly executed stock, unit or similar powers, or, in the event that such Seller cannot locate such documents, a duly executed affidavit of loss in form and substance reasonably satisfactory to Purchaser (which affidavit, at the request of Purchaser, may contain an indemnity in favor of it), (y) if such Blocker Corp has any Uncertificated Blocker Owner Interests, an assignment and assumption agreement, in the form attached hereto as Exhibit G, transferring such Uncertificated Blocker Owner Interests to Purchaser at the Closing (an "Uncertificated Interest Assignment Agreement"), duly executed by such Seller and (z) (1) a notice to the Internal Revenue Service, in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2), in substantially the form attached as Exhibit H, dated as of the Closing Date and executed by the Blocker Corp, and (2) an affidavit, under penalties of perjury, stating that the Blocker Corp is not and has not been a United States real property holding corporation, in accordance with the requirements of Treasury Regulation Section 1.897-2(h) and in substantially the form attached as Exhibit I, dated as of the Closing Date and executed by the Blocker Corp; and

REDACTED - EXHIBIT G

(iii) copies of the Affiliate Contract Terminations relating to the Affiliate Contracts (if any) to which such Seller or any of such Seller's Affiliates is a party (in form and substance reasonably satisfactory to Purchaser).

(c) On the terms and subject to the conditions set forth in this Agreement, at the Closing, C3 will deliver, or cause to be delivered, to Purchaser and the Company, copies of the Amended Management Agreement, in each case duly executed by C3.

(d) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will deliver, or cause to be delivered, the following:

(i) to the Company, in consideration of the transactions contemplated hereby, for distribution as set forth in Section 2.8, the Equity Consideration in cash by wire transfer of immediately available funds to an account or accounts designated in writing by the Company;

(ii) to the Company, copies of the Preferred Payment Letters that have been executed by Purchaser; and

(iii) to the Sellers, a duly executed certificate, dated as of the Closing Date, stating that the conditions specified in Sections 8.2(a) and 8.2(b) have been satisfied (in form and substance reasonably satisfactory to a Majority-In-Interest of the Sellers).

2.8 Payments by the Company. On or as promptly as practicable following the Closing Date (and in any event no earlier than the Company's receipt of the Purchase Price and subject to Section 2.10, no later than one Business Day following the Closing Date), the Company will pay, or cause to be paid, the following amounts in cash by wire transfer of immediately available funds:

(a) to (i) the Preferred Holders who execute and deliver the Preferred Payment Letter in accordance with this Agreement, an amount equal to the Aggregate Preferred Payoff Amount, which will be allocated and paid to each Preferred Holder as set forth in Exhibit C-1 to the Allocation Exhibit, pursuant to wire instructions delivered to the Company at least three (3) Business Days prior to the Closing (which wire instructions may be set forth in a Preferred Payment Letter) and (ii) the Preferred Holders who do not execute and deliver the Preferred Payment Letter in accordance with this Agreement, the amounts contemplated by Section 2.2(c);

(b) to C3, (i) an amount equal to the Deferred Management Fees Amount, (ii) an amount equal to the Carried Interest Amount and (iii) an amount equal to the Incentive Amount pursuant to wire instructions delivered to the Company at least three (3) Business Days prior to the Closing;

(c) to each Person to whom Transaction Expenses are owed, the amount of Transaction Expenses owing to such Person, as set forth in Exhibit C-2 to the Allocation Exhibit pursuant to invoices indicating that all Transactions Expenses owing to such Person will be satisfied in full and wire instructions delivered to the Company at least three (3) Business Days prior to the Closing;

(d) to the Sellers, an amount equal to the Aggregate Common Unit Amount, which will be allocated and paid to each Seller as set forth in Exhibit C-3 to the Allocation Exhibit pursuant to wire instructions delivered to the Company at least three (3) Business Days prior to the Closing;

(e) to the holders of Suddenlink Options, an amount equal to the Aggregate Suddenlink Options Amount, which will be allocated to each holder of Suddenlink Options as set forth in Exhibit C-4 to the Allocation Exhibit subject to withholding amounts as provided in Section 2.10 and paid to each Suddenlink Option Unit Seller that has executed and delivered to the Company a Suddenlink Option Exercise and Sale Letter;

(f) to the holders of C3 Options who are employees of Suddenlink an amount equal to the Aggregate C3 Options Amount, which will be allocated to each holder of C3 Options who is an employee of Suddenlink as set forth in Exhibit C-5 to the Allocation Exhibit subject to withholding amounts as provided in Section 2.10 and paid to each holder of C3 Options who is an employee of Suddenlink who has executed and delivered to the Company a C3 Option Payment Letter;

(g) to the holders of Restricted Units, the Aggregate RSU Amount, which will be allocated to each holder of Restricted Units as set forth in Exhibit C-6 to the Allocation Exhibit subject to withholding amounts as provided in Section 2.10 and paid to each Suddenlink Restricted Unit Seller who has signed a Suddenlink RSU Payment Letter; and

(h) to the holders of Suddenlink Options, the holders of C3 Options who are employees of Suddenlink, and the holders of Restricted Units who have been approved to receive a Bonus Amount payable by the Company, the Aggregate Bonus Amount, which will be allocated to each recipient in the amounts set forth in Exhibit C-7 to the Allocation Exhibit subject to withholding amounts as provided in Section 2.10 and payable to such holders who have, prior to the Closing, executed and delivered to the Company a Suddenlink Option Exercise and Sale Letter, C3 Option Payment Letter, or Suddenlink RSU Payment Letter, as applicable, in an amount equal to the Bonus Amount that the Company has approved to pay each of such eligible holders.

2.9 Post-Closing Delivery of Joinders. Subject to Section 7.1(b), the parties hereto acknowledge and agree that no Common Holder shall be entitled to receive any payments under this Agreement in respect of his, her or its Common Units unless and until such Common Holder becomes a party to this Agreement as a Seller, either by executing and delivering this Agreement on the date hereof or executing and delivering a Joinder following the date hereof. Subject to Section 7.1(b), following the Closing, the Company shall retain any amounts that a Common Holder who has not become a Seller but would otherwise be entitled to if such Common Holder were a Seller, until such time that the applicable holder delivers a Joinder. Promptly following such proper delivery by any such Person, the Company shall (subject to Section 2.10) pay, by wire transfer of immediately available funds to an account or accounts designated in writing by such Person, the amounts that would be payable to him, her or it had such Person delivered the proper documents prior to the Closing.

2.10 Payments to Employees; Withholding Rights.

(a) Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that any amounts payable under this Agreement to an employee of the Company or any of the Company Subsidiaries with respect to which the Company has a Tax withholding obligation shall be paid by the Company to such employee through payroll (i) on the Closing Date with respect to amounts payable on the Closing Date to the holders of Suddenlink Options, C3 Options and Restricted Units, and (ii) with respect to all other such amounts, on the next administratively practicable payroll date following the date that such payment becomes payable under the terms hereof.

(b) Notwithstanding anything herein to the contrary, Purchaser or the Company, as the case may be, shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any Person (other than (i) amounts payable to (x) any Seller in respect of Common Units being directly sold by such Seller and (y) any Preferred Holder in respect of Preferred Units being sold by such Preferred Holder, in each case in the event that the Company has delivered the certificate required to be delivered to Purchaser pursuant to Section 2.7(a)(vi) and (ii) amounts payable to any Seller in respect of any Blocker Corp being indirectly sold by such Seller in the event that such Seller has delivered the certificate required to be delivered to Purchaser pursuant to Section 2.7(b)(ii) (z)(2)) such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any provision of state or local Tax law. To the extent that any amounts are so withheld by Purchaser or the Company and paid over to the applicable taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the employee in respect of which such deduction and withholding was made.

2.11 Leakage.

(a) Notwithstanding anything to the contrary set forth in this Agreement, in allocating the Purchase Price among the Leakage Parties, the Company shall withhold an amount equal to any Leakage set forth in the Leakage Certificate or otherwise identified by Purchaser to the Company prior to the Closing [Redacted].

(b) In the event of any Leakage, the Leakage Indemnitors shall, on demand, pay to Purchaser or its designee (to the extent of any Leakage identified prior to the Closing, by way of reduction in the Equity Consideration) on a dollar for dollar basis an amount equal to the Leakage; [Redacted]. Notwithstanding the foregoing, to the extent that there is any Additional Leakage [Redacted], then each Leakage Indemnitor shall be obligated to pay to Purchaser or its designee an amount equal to [Redacted] such Additional Leakage. The indemnification obligations under this Section 2.11 shall expire, and be of no further force or effect, on the date that is [Redacted] following the Closing Date (the period from the Closing Date up to and including such [Redacted] anniversary thereof being referred to herein as the "Leakage Indemnification Period"); provided that if a claim is submitted in writing to a Leakage Indemnitor prior to the expiration of the Leakage Indemnification Period alleging that Additional Leakage has occurred, or may reasonably be expected to occur, such notice setting forth in reasonable detail a description of the claim and a reasonable estimate of the alleged amount of Additional Leakage, then such claim shall survive until the time that it is fully and finally resolved by Purchaser and the applicable Leakage Indemnitor(s).

(c) The Company shall promptly upon discovery notify Purchaser of any payment, transaction, commitment or agreement that has occurred which constitutes Leakage or any payment, transaction, commitment or agreement that has occurred that may reasonably constitute Leakage.

(d) Notwithstanding the generality of Section 2.11(a), the Company shall have the right, at any time during the Leakage Indemnification Period, to retain and set aside from the monies that the Company is holding on behalf of any Leakage Party (and shall direct such monies to Purchaser or as Purchaser shall require) in an amount equal to any Additional Leakage [Redacted]; provided that the Company delivers notice of such retention to such Leakage Party, as applicable, during the Leakage Indemnification Period which notice provides in reasonable detail a description of the claim and a reasonable estimate of the alleged amount of Additional Leakage [Redacted]. To the extent such Leakage Party is also a Leakage Indemnitor, any amounts so retained from payments owing to such Leakage Indemnitor or its Affiliates shall be in satisfaction of the indemnification obligation of such Leakage Indemnitor under this Section 2.11 solely with respect to the amount so withheld.

(e) The provisions of this Section 2.11 shall provide the sole and exclusive remedy of Purchaser, the Company and any of their respective Affiliates for any Leakage.

(f) Any payment made by a Leakage Indemnitor and actually received by Purchaser and/or its designee pursuant to this Section 2.11 (or any amounts retained by the Company in accordance with this Section 2.11) shall be treated as an adjustment to the amounts payable to such person pursuant to Section 2.8 for all Tax purposes, except as otherwise required by applicable Law.

2.12 Additional Cash Payment. [Redacted]. The Additional Cash Payment shall be (x) calculated and, determined, in each case reasonably, and paid by the Company within ten (10) Business Days following the completion of the calendar quarter in which the Closing shall occur and (y) upon payment by the Company as provided herein, such payment shall be deemed accepted, final and binding by all recipients thereof in all respects. The Company's calculation and determination of the Additional Cash Payment shall be accompanied by reasonably detailed calculation of such amount and its components. Prior to the Closing, a Majority-in-Interest of the Sellers shall provide a notice to the Company instructing the Company as to the allocation of the Additional Cash Payment amount to and among the Persons receiving payments pursuant to Sections 2.8(d), 2.8(e), 2.8(f), and 2.8(g) and, to the extent applicable, Sections 2.9 and/or 7.1(b). Notwithstanding the foregoing, the Company shall not be required to make any Additional Cash Payment for so long as such payment is prohibited or restricted by any applicable agreements governing the Company's or any Company Subsidiary's Indebtedness (it being understood and agreed that following the Closing the Company shall not make any dividend or other distribution to its direct or indirect member(s) (in their respective capacities as such or otherwise on account of their equity interests) for so long as any such agreement prohibits or restricts the payment, when due and owing, of any Additional Cash Payment). Any payment made by the Company pursuant to this Section 2.12 shall be treated as an adjustment to the amounts payable to such person pursuant to Section 2.8 for all Tax purposes, except as otherwise required by applicable Law.

2.13 Allocation Exhibit.

(a) The Allocation Exhibit may be modified by the Company at any time prior to and as of the Closing upon the consent of a Majority-in-Interest of the Sellers and such modified Allocation Exhibit will be attached to this Agreement and replace and supersede any prior version of such Allocation Exhibit; all references in this Agreement to the Allocation Exhibit shall be deemed to be references to such Exhibit as amended from time to time as hereinabove described. The Sellers will cause the Company to deliver to Purchaser the final Allocation Exhibit that is acceptable to a Majority-in-Interest of the Sellers no later than five (5) Business Days prior to the Closing. If the Company does not deliver the final Allocation Exhibit pursuant to the immediately preceding sentence, a Majority-in-Interest of the Sellers shall deliver such exhibit to Purchaser prior to the Closing. Each Seller agrees that such final Allocation Exhibit delivered pursuant to either of the two immediately preceding sentences will be final and binding on each Seller.

(b) The parties agree and acknowledge that the Allocation Exhibit is being prepared solely by the Company and the Sellers in their sole discretion and the Additional Cash Payment is being allocated and distributed in accordance with Section 2.12, and that Purchaser has no responsibility or duties, in either case, in connection therewith to any Person. The parties further agree and acknowledge that Purchaser (and, following the Closing, the Company and the Company Subsidiaries) shall have no liability whatsoever in connection with the Allocation Exhibit or the allocation of the Additional Cash Payment and the Sellers shall, severally and not jointly, indemnify and hold harmless Purchaser, its Affiliates and its and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents from and against any and all losses, liabilities, damages, claims, costs, causes of action, fines, judgments, awards or expenses (including reasonable legal fees and expenses) suffered or incurred by any of them in connection with the Allocation Exhibit and the allocation and distribution of the Additional Cash Payment, including, without limitation, any third-party claims from any Person in connection with amounts paid, allocated, or omitted to be paid, in connection with the Allocation Exhibit or the Additional Cash Payment, whether occurring pre-Closing or post-Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the schedules (the "Company Disclosure Schedule") (other than in the case of Section 3.7(b), which is not qualified in any respect by the Company Disclosure Schedule) delivered to Purchaser by the Company prior to the execution of this Agreement, the Company represents and warrants to Purchaser as follows:

3.1 Organization and Power. The Company and each Company Subsidiary is a corporation, partnership, limited liability company or other legal entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate, partnership, limited liability company or other organizational power and authority to own, lease and operate its properties and

to carry on its business as it is now being conducted. The Company and each Company Subsidiary is duly qualified or licensed to do business 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 where the failure to be so qualified or licensed has not had, and would not reasonably be expected to have, a Material Adverse Effect. Section 3.1 of the Company Disclosure Schedule sets forth the name of each Company Subsidiary, its capitalization, and the state of jurisdiction of its organization. The Company and each Company Subsidiary has made available to Purchaser, and is not in violation in any material respect of, the LLC Agreement, the Certificate of Formation, or the certificate of incorporation, bylaws or other equivalent organizational documents of any of the Company Subsidiaries.

3.2 Capitalization.

(a) Section 3.2(a) of the Company Disclosure Schedule sets forth all of the issued and outstanding Common Units and Preferred Units, the names of each record owner thereof and the number of such Common Units and Preferred Units owned by each such record owner, in each case, without giving effect to the Blocker Reorganizations. All issued and outstanding Common Units and Preferred Units are duly authorized, validly issued, fully paid and nonassessable, and were issued in compliance in all material respects with applicable Law. Prior to the Closing, the Company shall be permitted to update Section 3.2(a) of the Company Disclosure Schedule to reflect (i) the consummation of the Blocker Reorganizations and (ii) any transfer of Common Units by a Seller permitted by the LLC Agreement and effected in compliance with Section 10.10(c), and in each case such update shall not constitute a breach of the first sentence of the representations and warranties set forth in this Section 3.2(a).

(b) Section 3.2(b) of the Company Disclosure Schedule sets forth the number of, exercise price (if applicable), vesting date or dates and expiration date (if applicable) of each outstanding Restricted Unit, each Suddenlink Option and each C3 Option held by an employee of Suddenlink. Except as set forth on Section 3.2(b) of the Company Disclosure Schedule or as expressly required by this Agreement, there are no issued and outstanding or authorized options, warrants, calls, rights, purchase rights, deferred compensation rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which the Company or any Company Subsidiary is a party or by which any of them is bound (i) obligating the Company or any Company Subsidiary to issue, deliver, sell, transfer or otherwise dispose or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity interests in, the Company or any Company Subsidiary, any additional shares of capital stock of, or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity interest in, the Company or any Company Subsidiary, (ii) obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking or (iii) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, the Company or any Company Subsidiary.

(c) Except as set forth in the LLC Agreement, there are no preemptive or similar rights in favor of any holder of any class of securities of the Company or any Company Subsidiary.

(d) Except as set forth in Section 3.2(d) of the Company Disclosure Schedule, there are not any voting trusts or other agreements or understandings to which the Company is a party or is bound with respect to the voting of Common Units of the Company. Neither the Company nor any Company Subsidiary has any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the equityholders of the Company or any Company Subsidiary on any matter submitted to equityholders or any class thereof

3.3 Authority; Binding Effect. The Company has full limited liability company power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite limited liability company action on behalf of the Company. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement and all agreements contemplated hereby to which the Company is a party constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

3.4 No Violations.

(a) The execution and delivery of this Agreement by the Company and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party do not, and the performance by the Company of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, will not, (i) conflict with or violate the LLC Agreement, the Certificate of Formation, or the certificate of incorporation, bylaws or other equivalent organizational documents of any of the Company Subsidiaries, (ii) assuming the receipt of the approvals referred to in Section 3.4(b), conflict with or violate any Law applicable to the Company or any of the Company Subsidiaries, (iii) [Redacted], conflict with, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, give to others any right of termination, amendment, acceleration, payment, repurchase or cancellation of, any Material Contract or any lease relating to the Material Leased Real Property to which the Company or any of the Company Subsidiaries is a party or (iv) result in the creation or imposition of any Lien (other than a Permitted Lien) upon any of the property or assets of the Company or any of the Company Subsidiaries, except, in the case of clauses (ii),

(iii) and (iv), as has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(b) The execution and delivery of this Agreement by the Company and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party do not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party and the consummation of the transactions contemplated hereby and thereby by the Company will not, require any material consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body except for (i) the approvals from the Governmental Bodies set forth in (A) Section 3.4(b) of the Company Disclosure Schedule (the "Company Governmental Approvals") and (B) Section 3.4(a) of the Company Disclosure Schedule, (ii) such other items as may be required solely by reason of the business or identity of Purchaser or its owners and (iii) such other consents, approvals, authorizations, permits, filings or notifications the failure of which to be filed, obtained or sent would not have, or would not reasonably be expected to have, a Material Adverse Effect.

3.5 Financial Statements. The consolidated financial statements of CCH I for the fiscal years ended December 31, 2011, December 31, 2010 and December 31, 2009 (including the related notes thereto) and the consolidated financial statements of CCH I for the three-month period ended March 31, 2012 (the "Unaudited Financial Statements") (i) have been prepared from, and are in accordance with, the books and records of the Company and the Company Subsidiaries; and (ii) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved and fairly present in all material respects the consolidated financial position and the consolidated results of operations and cash flows of the Company and the consolidated Company Subsidiaries as at the dates thereof and for the periods presented therein (except in each case as may be indicated in the notes thereto and subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments which shall not be significant and the absence of footnotes).

3.6 Absence of Liabilities. Except as set forth on Section 3.6 of the Company Disclosure Schedule, the Company and the Company Subsidiaries do not have any liabilities or obligations that would be required to be reflected on the consolidated balance sheets of the Company and the Company Subsidiaries in accordance with GAAP, except (i) liabilities and obligations in the respective amounts reflected on or reserved against in the Unaudited Financial Statements, (ii) liabilities and obligations incurred in the Ordinary Course of Business since the Balance Sheet Date, (iii) liabilities and obligations under Contracts to which the Company or any Company Subsidiary is a party or by which their assets are bound, (iv) liabilities and obligations that, individually or in the aggregate, have not had, or would not reasonably be expected to have, a Material Adverse Effect and (v) liabilities that are Transaction Expenses.

3.7 Absence of Changes.

(a) Except as set forth on Section 3.7(a) of the Company Disclosure Schedule, since December 31, 2011 and until the date hereof, the Company and the Company Subsidiaries have conducted their business in all material respects in the Ordinary Course of Business.

(b) Since December 31, 2011, there has not been any event, change, effect, occurrence, circumstance or development that has had, or would reasonably be expected to have, a Material Adverse Effect.

3.8 Compliance with Laws. Each of the Company and the Company Subsidiaries has, since January 1, 2010, been in compliance in all material respects with all material applicable Laws and, to the Company's knowledge, is not under investigation by a Governmental Body with respect to, and has not been threatened to be charged by a Governmental Body with or given written notice from a Governmental Body of, any material violation of any material Law, except with respect to such matters affecting all or substantial portions of the cable industry generally or except with respect to such matters as have been resolved prior to the date hereof. Since January 1, 2010, to the Company's knowledge, no material compliance inquiry has been received by the Company or any Company Subsidiary from any Governmental Body, and no material compliance investigation or similar inquiry by a Governmental Body has been threatened in writing, in each case that has not been resolved prior to the date hereof. Nothing in this Section 3.8 addresses or shall be deemed to address any compliance issue that is addressed by any other representation or warranty contained herein. In furtherance and not in limitation of the preceding sentence, Section 3.9 contains the Company's sole representations and warranties regarding compliance with permits, certificates, licenses, approvals, registrations, authorizations, rules, regulations and Laws referred to therein; Section 3.10 contains the Company's sole representations and warranties regarding franchise matters; Section 3.11 contains the Company's sole representations and warranties regarding environmental matters; Section 3.12 contains the Company's sole representations and warranties regarding ERISA and employee benefit plan matters; and Section 3.17 contains the Company's sole representations and warranties regarding Taxes; and Section 3.25 contains the Company's sole representations and warranties regarding anti-corruption law compliance.

3.9 Permits and Approvals; Regulatory Compliance. Except as set forth on Section 3.9 of the Company Disclosure Schedule, each of the Company and the Company Subsidiaries holds all Governmental Authorizations, except where the failure to so hold has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company has made available to Purchaser true and complete copies of all material Governmental Authorizations held by the Company or the Company Subsidiaries. Except as set forth on Section 3.9 of the Company Disclosure Schedule, all Governmental Authorizations held by the Company and the Company Subsidiaries are validly held by the Company and the Company Subsidiaries, and are in full force and effect (subject to expiration thereof in accordance with their respective terms and except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies), and the Company and the Company Subsidiaries are in compliance with all such Governmental Authorizations, except where the failure to so hold, be in full force and effect or be in compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect. With respect to all Governmental Authorizations held by the Company and the Company Subsidiaries, a valid application for renewal has been duly and timely filed where the filing of such an application is necessary to maintain such Governmental Authorizations, except as has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company and the Company Subsidiaries are, and their business has been operated, in compliance with the Cable Act and the

rules of the FCC, and all applicable state Law and PUC rules and regulations, applicable to the Company and the Company Subsidiaries, except where failure to be in compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company and the Company Subsidiaries have timely and validly made all filings and payments, and given all notices, required under the Cable Act, the rules of the FCC, applicable state Law, and the rules and regulations of any PUC, except where failure to have made such filings or payments, or given such notices has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company and the Company Subsidiaries have charged rates for the services provided by the Systems in a manner consistent with the rules of the FCC and applicable state and local Law and the Franchises, except where the failure to do so has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company and the Company Subsidiaries have filed with the U.S. Copyright Office all required statements of account with respect to its business in accordance with the Copyright Act of 1976, as amended, and the regulations thereunder, required to have been filed since July 1, 2009, and have paid all royalty fees required for the periods thereunder, except where the failure to have made such filings or paid such fees has not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.10 Franchise Matters; Subscribers; Programming.

(a) The Company has made available to Purchaser true and complete copies of all Franchises. Except as set forth on Section 3.10(a) of the Company Disclosure Schedule, the Franchises are in full force and effect and are binding and enforceable obligations of the Company or Company Subsidiary party thereto, subject to the expiration thereof in accordance with their respective terms (provided that no more than 35,000 basic subscribers are covered by Franchises that are expired as of the date hereof) and except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies. Except as set forth on Section 3.10(a) of the Company Disclosure Schedule, or as has not had, and would not reasonably be expected to have, a Material Adverse Effect, (i) the Company and the Company Subsidiaries have timely filed valid requests for renewal under Section 626 of the Cable Act with the proper Governmental Body with respect to all Franchises that are expired or that will expire within thirty (30) months after the date of this Agreement, (ii) as of the date of this Agreement, neither the Company nor any Company Subsidiary has received notice from any Governmental Body that any Franchise will not be renewed or that the applicable Governmental Body has challenged or raised any objection to or otherwise questioned in any material respect the Company's or applicable Company Subsidiary's request for renewal under Section 626 of the Cable Act, (iii) the Company and the Company Subsidiaries have duly and timely complied with any and all material inquiries and demands by any and all Governmental Bodies made with respect to such requests for renewal, (iv) the Company and the Company Subsidiaries are in compliance with the terms and requirements of the Franchises, and (v) the Franchises held by the Company and the Company Subsidiaries comprise all of the franchises (as defined in the Cable Act) necessary to operate the business of the Company and the Company Subsidiaries as currently conducted. The Franchises and all amendments thereto, and applicable Law, contain all of the material commitments of the Company and the Company Subsidiaries to the Governmental Bodies granting such Franchises with respect to the ownership, operation and construction of the Systems.

(b) Based upon subscriber reports internally generated by the billing system of the Company and the Company Subsidiaries, as of June 30, 2012, the number of (i) basic subscribers, (ii) digital subscribers, (iii) residential high speed internet subscribers and (iv) residential telephone subscribers, in each case, of the Company and the Company Subsidiaries is set forth on Section 3.10(b) of the Company Disclosure Schedule.

(c) The Company has made available to Purchaser a true, complete and correct listing of the channel line-up for each System as in effect on the date of this Agreement. Section 3.10(c) of the Company Disclosure Schedule lists the broadcast stations that have elected must-carry or retransmission consent status with respect to the Systems as of the date of this Agreement. Each station carried by the Systems is carried pursuant to a retransmission consent agreement, must-carry election (including default must-carry elections, where no election was made) or other programming agreement or arrangement.

(d) Except as set forth on Section 3.10(d) of the Company Disclosure Schedule, there is no pending, nor to the Company's knowledge threatened, audit with respect to payment of fees or other matters under Pole Attachment Agreements to which the Company or the Company Subsidiaries are party, nor any unresolved dispute with respect thereto, and the Company and the Company Subsidiaries have paid, timely and in full, all fees due under Pole Attachment Agreements to which they are party, except where any such audit, dispute or failure to pay has not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.11 Environmental Laws. Except as set forth on Section 3.11 of the Company Disclosure Schedule:

(a) As of the date of this Agreement, the operation of the business of the Company and Company Subsidiaries is in compliance with all applicable Environmental Laws, except as has not had, and would not reasonably be expected to have, a Material Adverse Effect;

(b) As of the date of this Agreement, the Company has not received any written notice of any violation or alleged violation of, or any liability under, any Environmental Law relating to the operation of the Systems, or any properties currently or formerly owned, leased, or used by the Company or the Company Subsidiaries that has had, and would not reasonably be expected to have, a Material Adverse Effect; and

(c) Neither the Company nor the Company Subsidiaries have used the Company Real Property or any other real property for the manufacture, transportation, treatment, storage or disposal of Hazardous Substances and there has been no release of Hazardous Substances in connection with the operation of the Systems by the Company or the Company Subsidiaries at any property owned, leased, or used by the Company or the Company Subsidiaries, except, in either case, as has not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.12 Company Benefit Plans and Related Matters; ERISA.

(a) Section 3.12(a) of the Company Disclosure Schedule contains a true and complete list of all of the Company Benefit Plans. With respect to each such Company Benefit Plan, the Company has previously delivered or made available to Purchaser a complete and

correct copy of such Company Benefit Plan. Except as set forth on Section 3.12(a) of the Company Disclosure Schedule, no Company Benefit Plan is (i) maintained for the benefit of employees whose employment is outside the United States, (ii) a "multiple employer plan" for purposes of Sections 4063 or 4064 ERISA, (iii) a "multi-employer plan" within the meaning of Section 4001(a)(3) of ERISA or (iv) subject to Section 412 of the Code or Section 302 of Title IV of ERISA.

(b) Each Company Benefit Plan intended to be qualified under section 401(a) of the Code (or the prototype plan to which it relates), and the trust (if any) forming a part thereof, has received a favorable determination letter from the IRS as to its qualification under the Code and to the effect that each such trust is exempt from taxation under Section 501(a) of the Code, and, to the knowledge of the Company, nothing has occurred since the date of such determination letter that could reasonably be expected to adversely affect such qualification or tax-exempt status. All amendments and actions required to bring each Company Benefit Plan into material conformity with the applicable provisions of ERISA, the Code and other applicable Law have been made or taken, except to the extent such amendments or actions are not required by Law to be made or taken until after the Closing Date. Except as set forth on Section 3.12(b) of the Company Disclosure Schedule, each Company Benefit Plan has been operated in all material respects in accordance with applicable Law.

(c) Except as set forth on Section 3.12(c) of the Company Disclosure Schedule, there are no material pending or, to the knowledge of the Company, threatened audits, actions, suits or claims by or on behalf of any Company Benefit Plan, any current or former employee, officer, director, shareholder or contract worker or otherwise involving any such Company Benefit Plan or the assets of any Company Benefit Plan (other than routine claims for benefits).

(d) Except as set forth on Section 3.12(d) of the Company Disclosure Schedule, there is no contract, agreement, plan or arrangement to which the Company or any of the Company Subsidiaries is a party covering any employee, former employee, officer, director, shareholder or contract worker of the Company or any of the Company Subsidiaries, which, individually or collectively, would (either alone or in combination with other events) give rise to the payment of any amount, including by way of accelerated vesting, that would not be deductible pursuant to Section 280G of the Code as a result of or in connection with the entering into, or the consummation of the transactions contemplated by, this Agreement, and neither the Company nor any of the Company Subsidiaries has any obligation (including, indirectly, by way of indemnification) to make any Tax gross-up payments, as a result of the interest and penalty provisions of Section 4999 of the Code, to any individual. Except as provided in Section 3.12(d) of the Company Disclosure Schedule, the entering into, or the consummation of the transactions contemplated by, this Agreement will not result in any material increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee, officer or director of the Company or any of the Company Subsidiaries.

(e) Except as set forth on Section 3.12(e) of the Company Disclosure Schedule, no current or former employee or officer of the Company or of any of the Company Subsidiaries is or will become entitled to post-employment benefits of any kind from the

Company or any Company Subsidiary by reason of employment with the Company, including death or medical benefits (whether or not insured), other than coverage mandated by Section 4980B of the Code.

(f) Each Company Benefit Plan which is a "nonqualified deferred compensation plan" (as such term is defined in Section 409A(d)(1) of the Code) has at all times been administered in compliance in all material respects with the requirements of Section 409A of the Code and applicable guidance issued thereunder. Neither the Company nor any of the Company Subsidiaries has any obligation (including, indirectly, by way of indemnification) to make any Tax gross-up payments, as a result of the interest and penalty provisions of Section 409A of the Code, to any individual.

3.13 Employees and Labor Matters. Neither the Company nor any of the Company Subsidiaries is a party to, or is in negotiation to become party to, any collective bargaining agreement. As of the Closing Date, any and all notices to, or filings or registrations with, any labor organizations, works counsel or any similar entity, counsel or organization, required to be made prior to the Closing by the Company Subsidiaries in connection with the execution of this Agreement will have been timely given or made. Since January 1, 2011 there has not occurred nor, to the knowledge of the Company, has there been threatened any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity or organizing campaign with respect to any employees of the Company or any of the Company Subsidiaries. There are no labor disputes currently subject to any grievance procedure, arbitration or litigation, and there is no representation petition pending or, to the knowledge of the Company, threatened with respect to any current or former employee, officer, director or contract worker of the Company or any of the Company Subsidiaries, except for such disputes or petitions that have not had, and would not reasonably be expected to have, a Material Adverse Effect. The Company and each of the Company Subsidiaries have complied with all Laws pertaining to the employment or termination of employment of their respective employees, including all such Laws relating to labor relations, equal employment, fair employment practices, prohibited discrimination or distinction and other similar employment practices or acts, except for any failures to comply that have not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.14 Litigation. Other than those suits, actions, proceedings, claims, reviews and investigations affecting all or substantial portions of the cable industry generally, there is no suit, action, proceeding, claim, review or investigation (whether at law or in equity, before or by any Governmental Body or before any arbitrator) pending or, to the Company's knowledge, threatened in writing against the Company or any of the Company Subsidiaries, and there have been none initiated since January 1, 2009, in each case, that has had or would reasonably be expected to have a Material Adverse Effect. There is no Order outstanding against the Company or any Company Subsidiary that has had or would reasonably be expected to have a Material Adverse Effect.

3.15 Real Property. Each of the Company and the Company Subsidiaries has good, valid and marketable title to each parcel of Material Owned Real Property and a valid and existing leasehold interest (subject to expiration of the applicable Contract in accordance with its terms) in each parcel of Material Leased Real Property. Each of the Company and the Company

Subsidiaries has good, valid and marketable title to each other parcel of real property owned in fee by it not included in the Material Owned Real Property (together with the Material Owned Real Property, the "Company Owned Property") and a valid and existing leasehold interest (subject to expiration of the applicable Contract in accordance with its terms) in each other parcel of real property leased by it not included in the Material Leased Real Property (together with the Material Leased Real Property, the "Company Leased Property" and together with the Company Owned Property, the "Company Real Property"), except for any failure to so hold such title or interest that has not had, and would not reasonably be expected to have, a Material Adverse Effect. There are no leases, subleases, licenses, concessions or other agreements granting to any party or parties the right of use or occupancy of any portion of such parcel of Company Owned Property, except as would not have, or would not reasonably be expected to have, a Material Adverse Effect. All material improvements located on the Company Owned Property are, in the aggregate, in reasonably sufficient condition and repair (and with due consideration for normal wear and tear and the age of each specific item). The Company or one of the Company Subsidiaries has the right to use and occupy each of the Company Leased Properties for the full term of the lease relating thereto, except for any failure that has not had, and would not reasonably be expected to have, a Material Adverse Effect. Each lease relating to the Material Leased Real Property is a legal, valid and binding agreement of the Company or the applicable Company Subsidiary, enforceable against the Company or the applicable Company Subsidiary in accordance with its terms (subject to expiration of the applicable lease in accordance with its terms and except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies). Neither the Company nor any of the Company Subsidiaries is in breach of or default under any lease of Company Leased Property and no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach by the Company or any of the Company Subsidiaries under any lease of Company Leased Property, except for any such breaches or defaults that have not had, and would not reasonably be expected to have, a Material Adverse Effect. The Material Owned Real Property is not subject to any Liens, except for Permitted Liens. To the Company's knowledge, there are no Liens, other than Permitted Liens, on the Company's leasehold interests in the Material Leased Real Property.

3.16 Tangible Personal Property. All material items of Fixtures and Equipment are, in the aggregate (and with due consideration for reasonable wear and tear and the age of each specific item of Fixtures and Equipment), in reasonably sufficient operating condition and repair. Except as has not had, and would not reasonably be expected to have, a Material Adverse Effect, each of the Company and each Company Subsidiary (i) that owns any material item of Fixtures and Equipment, has good and valid title or adequate use rights thereto, free and clear of all Liens except for Permitted Liens, and (ii) that leases any material item of Fixtures and Equipment, has a valid leasehold interest therein (subject to expiration of any applicable Contract in accordance with its terms), free and clear of all Liens other than Permitted Liens.

3.17 Tax Matters.

Except as set forth on Section 3.17 of the Company Disclosure Schedule:

(a) All federal income Tax Returns and all other material Tax Returns required to be filed by the Company and the Company Subsidiaries have been filed, all such Tax Returns are true, correct and complete in all material respects, and all material Taxes for which the Company and/or the Company Subsidiaries are liable and which are due and payable (whether or not shown as due on such Tax Returns) have been paid.

(b) To the knowledge of the Company, there is no withholding applicable to the sale of any of the Common Units pursuant to this Agreement.

(c) The Company would not have been treated as a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) at any point during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code if the Company were actually treated as a corporation for U.S. federal income tax purposes during such period.

(d) The entity classification for U.S. federal income tax purposes of the Company and each of the Company Subsidiaries is set forth on Section 3.17 of the Company Disclosure Schedule.

(e) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) there is no claim or assessment pending or, to the knowledge of the Company, threatened in writing against the Company or any of the Company Subsidiaries for any alleged material deficiency in Taxes, and neither the Company nor any of the Company Subsidiaries knows of any audit or investigation with respect to any material liability of the Company or any of the Company Subsidiaries for Taxes; (ii) there are no agreements in effect to waive or extend the period of limitations for the assessment or collection of any Tax for which the Company or any of the Company Subsidiaries may be liable and (iii) neither the Company nor any of the Company Subsidiaries has received written notice from any Governmental Body in a jurisdiction in which such entity does not file a Tax Return stating that such entity is or may be subject to taxation by that jurisdiction that would be the subject of such a Tax Return.

(f) None of the Company Subsidiaries, any of their Affiliates or any of their predecessors by merger or consolidation has within the past two (2) years been a party to a transaction intended to qualify under Section 355 of the Code or under so much of Section 356 of the Code as relates to Section 355 of the Code.

(g) The representations and warranties made in this Section 3.17 represent the sole and exclusive representations and warranties of the Company regarding tax matters.

3.18 Material Contracts.

(a) Section 3.18(a) of the Company Disclosure Schedule lists all of the following Contracts to which the Company or any Company Subsidiary is a party (including, without limitation, any Contracts to which C3 or its Affiliates are the contracting party in their capacity as manager of the Company) or by which it or its property or assets is bound as of the date hereof, excluding the Company Benefit Plans, any lease relating to Company Leased Property and Franchises (collectively referred to herein as the "Material Contracts"):

(i) any Contract that restricts, in any material respect, the Company or any Company Subsidiary from competing in any line of business or any geographic area;

(ii) any Contract relating to the use of any public utility facilities, including material pole line, joint pole and master Contracts for pole attachment rights and the use of conduits ("Pole Attachment Agreements") which contemplate payments by the Company or any Company Subsidiary in an amount exceeding [Redacted] annually;

(iii) any Contract relating to the use of any microwave or satellite transmission facilities;

(iv) any fiber lease, indefeasible right of use, or other similar agreement of the Company or any Company Subsidiary to utilize fiber in its business and pursuant to which the Company or any Company Subsidiary will spend, in the aggregate, more than [Redacted] during 2012;

(v) any Contract for the purchase or sale of real property or any option to purchase or sell real property, in either case providing for aggregate payments by the Company or the Company Subsidiary following the date hereof in an amount exceeding [Redacted];

(vi) any Contract requiring payments by the Company or any Company Subsidiary, or pursuant to which third parties are required to pay to the Company or any Company Subsidiary (in each case, including, without limitation, any Contracts to which C3 or its Affiliates are the contracting party in their capacity as manager of the Company), individually or in the aggregate with respect to such Contract, in excess of [Redacted] annually for either 2012 or 2013, other than programming agreements and any Contracts that are terminable by the Company or any Company Subsidiary on ninety (90) days' notice or less without obligation to make any material payment;

(vii) [Redacted];

(viii) any partnership, joint venture or similar Contract relating to any Person that is not wholly owned by the Company or any of the Company Subsidiaries and that is material to the operation of the business of the Company and the Company Subsidiaries, taken as a whole;

(ix) any Contract that relates to any material settlement or consent decree other than settlements (1) with employees of the Company or any Company Subsidiary not exceeding [Redacted] individually, (2) with respect to litigation or claims covered by insurance entered into in the Ordinary Course of Business, and (3) that have been entered into more than one year prior to the date of this Agreement under which neither the Company nor any Company Subsidiary has any continuing material obligations, liabilities or rights (excluding releases);

(x) any Contract (A) under which the Company or any Company Subsidiary has created, incurred, assumed or guaranteed any Indebtedness, except any such Contract (1) with an aggregate outstanding principal amount not exceeding [Redacted] and (2)

between or among the Company and its Affiliates, or (B) under which any other person has assumed or guaranteed any Indebtedness of the Company or any Company Subsidiary;

(xi) any Contract relating to the acquisition or disposition of any business of the Company or any Company Subsidiary (whether by merger, consolidation or other business combination, sale of securities, sale of assets or otherwise) that since July 1, 2007, has involved payments, or that would reasonably be expected to involve payments after the Balance Sheet Date, in each case, by the Company or the Company Subsidiaries in excess of [Redacted], individually or in the aggregate;

(xii) (A) any Contract under which the Company or any Company Subsidiary has advanced or loaned any amount that is outstanding as of the date hereof to any of its Affiliates or, other than in the Ordinary Course of Business, employees of the Company and the Company Subsidiaries or persons who are currently executives of the Company or a Company Subsidiary and are active employees of C3 and (B) each other Contract required to be listed on Section 3.21 of the Company Disclosure Schedule;

(xiii) the Management Agreement;

(xiv) any Contract the loss or termination of which would have a material adverse effect on the operations of the Company and the Company's Subsidiaries, taken as a whole, as reasonably determined by the Company; and

(xv) all agreements granting a power of attorney, revocable or irrevocable, to any person for any purpose whatsoever, other than those entered into in the Ordinary Course of Business.

(b) A true, complete and correct list of the Material Contracts is set forth in Section 3.18(a) of the Company Disclosure Schedule. Except as set forth in Section 3.18(a) of the Company Disclosure Schedule, the Company has made available to Purchaser true, complete and correct copies of all of the Material Contracts, including any material amendments thereto.

(c) Each Material Contract is valid and binding on the Company or the applicable Company Subsidiary, as the case may be, and is in full force and effect and is enforceable against the Company or the applicable Company Subsidiary, as the case may be, except (i) insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies and (ii) to the extent that any such Material Contract has expired in accordance with its terms. Neither the Company nor any of the Company Subsidiaries is in breach of or default under any Material Contract and, to the Company's knowledge, no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach by the Company or any of the Company Subsidiaries under any Material Contract, except, in each case, for any such breaches or defaults that have not had, and would not reasonably be expected to have, a Material Adverse Effect. Prior to the date of this Agreement, to the Company's knowledge, there does not exist any default or breach, and no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach, under any Material Contract by any party thereto

other than the Company or any of the Company Subsidiaries, except for any such breaches or defaults that have not had, and would not reasonably be expected to have a Material Adverse Effect.

3.19 Intellectual Property.

(a) Section 3.19 to the Company Disclosure Schedule sets forth a complete and accurate list of all domestic and foreign (i) patents and patent applications, (ii) trademark and service mark registrations and applications for registration thereof, (iii) copyright registrations and applications for registrations thereof, and (iv) internet domain name registrations, in each case that are owned by the Company or the Company Subsidiaries. Each such item of Intellectual Property set forth on Section 3.19 to the Company Disclosure Schedule, is subsisting, has not been abandoned or cancelled and remains in full force and effect. No action is pending or, to the Company's knowledge, is threatened, that challenges the validity, enforceability, registration, scope, ownership or use of any such item of Intellectual Property set forth on Section 3.19 to the Company Disclosure Schedule.

(b) Except as has not had, and would not reasonably be expected to have, a Material Adverse Effect, (i) the Company and the Company Subsidiaries own or have valid right to use all Intellectual Property used to conduct the operation of the business of the Company and the Company Subsidiaries as currently conducted and (ii) the execution and delivery of this Agreement and the other agreements contemplated hereby to which the Company is a party, and the consummation of the transactions contemplated hereby and thereby, will not result in the loss, forfeiture, cancellation, suspension, limitation, termination or other impairment of, or give rise to any right of any Person to cancel, suspend, limit, terminate or otherwise impair the right of the Company or any of the Company Subsidiaries to own or use or otherwise exercise any other rights that the Company or any of the Company Subsidiaries currently has with respect to, any Intellectual Property.

(c) Except as set forth in Section 3.19(c) to the Company Disclosure Schedule, (i) to the Company's knowledge, neither the Company nor any Company Subsidiary nor the operation of their respective businesses infringes the Intellectual Property of any other Person, and (ii) there is no suit, action, or proceeding pending against the Company or any Company Subsidiary, and during the past three (3) years (or earlier, if presently not resolved) neither the Company nor any Company Subsidiary has received in writing any charge, complaint, claim, demand or notice alleging that the Company or any Company Subsidiary has infringed, misappropriated, diluted or otherwise violated the Intellectual Property of any other Person, other than those suits, actions or proceedings affecting all or some portion of the cable industry generally. To the Company's knowledge, as of the date of this Agreement, no Person is infringing in any material respect the Intellectual Property owned by the Company or any Company Subsidiary.

(d) The computers, servers, workstations, routers, hubs, switches, circuits, networks, data communications lines and all other information technology equipment of the Company and the Company Subsidiaries (collectively, the "IT Assets") are, in the aggregate, in reasonably sufficient operating condition (with due consideration for normal wear and tear and the age of each specific item) and are, in the aggregate, sufficient for the conduct of the business

of the Company and the Company Subsidiaries as currently conducted. The Company and the Company Subsidiaries take commercially reasonable steps to protect the confidentiality, integrity and security of the IT Assets and software of the Company and Company Subsidiaries against any unauthorized use, access, interruption, modification or corruption.

3.20 Insurance. Section 3.20 of the Company Disclosure Schedule sets forth, as of the date hereof, a list of each material insurance policy carried by or covering the Company and the Company Subsidiaries with respect to their business, assets and properties (the "Insurance Policies"). All Insurance Policies are in full force and effect, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies, and, as of the date hereof, no written notice of cancellation has been received by the Company or any of the Company Subsidiaries other than in connection with ordinary renewals with respect to any Insurance Policy that has not been cured by the payment of premiums that are due, all premiums due on the Insurance Policies have been paid in a timely manner and the Company and the Company Subsidiaries have complied in all material respects with the terms and provisions of the Insurance Policies.

3.21 Related Party Transactions. Except as set forth on Section 3.21 of the Company Disclosure Schedule, there are no Contracts (in each case, other than those that have expired or have been terminated) entered into between the Company or any Company Subsidiary, on the one hand, and any (a) present or former officer, director or employee of the Company or any Company Subsidiary or any of their immediate family members (including their spouses), (b) record or beneficial owner of equity interests of the Company and any of their respective Affiliates, or (c) Affiliate of any such officer, director, employee, family member or beneficial owner, on the other hand, except, in the case of each of clauses (a), (b) and (c), for such Contracts involving payment or receipt of less than [Redacted].

3.22 Indebtedness. Section 3.22 of the Company Disclosure Schedule sets forth, as of the Balance Sheet Date, the aggregate amount of outstanding Indebtedness of the Company and the Company Subsidiaries required to be reported in the Unaudited Financial Statements.

3.23 Solvency. The Company and the Company Subsidiaries, taken together, are Solvent.

3.24 Brokers. Except as set forth on Section 3.24 of the Company Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of the Company.

3.25 Anti-Corruption Compliance. In the past five (5) years, none of the Company, the Company Subsidiaries, or, to the Company's knowledge, any director, officer, employee, representative or other person acting on behalf of the Company or the Company Subsidiaries, has made or offered to make, any payment, bribe, payoff, kickback or any other fraudulent or improper payment (including any improper contribution, loan or gift made for any purpose in clauses (i) through (iv) of this Section 3.25), or offered, promised, or authorized the giving or paying of anything of value to any Government Official, corruptly, for the purpose, in whole or

in part, of: (i) influencing any act or decision of such Government Official; (ii) inducing such Government Official to do or omit to do an act in violation of a lawful duty; (iii) securing any improper advantage; or (iv) inducing such Government Official to influence any act or decision of a Governmental Authority or state-owned enterprise, or otherwise in violation of 18 U.S.C. § 201 or any comparable State law (collectively with the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), "Applicable Anti-corruption Laws"). In the past five (5) years, the Company and each Company Subsidiary has not had any operation in any country outside of the United States, so as to be subject to the U.S. Foreign Corrupt Practices Act (the "FCPA") or non-U.S. laws dealing with corruption. Except as set forth on Section 3.25 of the Company Disclosure Schedule, neither the Company nor any of the Company Subsidiaries has made any disclosure of any actual or possible violation of any Applicable Anti-corruption Laws to any Government Authority or received any written notice from any Government Authority regarding any actual or possible violation of or failure to comply with any Applicable Anti-corruption Laws. To the Company's knowledge, there have been no operations that would implicate that the FCPA be extended to Persons acting on behalf of the Company or any Company Subsidiary.

3.26 [Redacted] LLCs.

(a) Neither of the [Redacted] LLCs has:

(i) any material assets other than the right to sell certain advertising availabilities, accounts receivable generated by the sale of the advertising availabilities and cash generated by payment of accounts receivable;

(ii) any material liabilities other than the obligation to distribute cash collected to the member entitled to the same and no material default exists with respect to the obligation to make such distribution;

(iii) any employees;

(iv) any legal proceedings pending or, to the knowledge of the Company, threatened against it; or

(v) any Material Contracts.

(b) Each [Redacted] LLC is a limited liability company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. A copy of the limited liability company operating agreement of each [Redacted] LLC has been made available to Purchaser.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the schedules (the "Seller Disclosure Schedule") delivered to Purchaser by the Sellers prior to the execution of this Agreement (as they may be updated following the date hereof in connection with the execution and delivery of Joinders by Sellers), each of the Sellers, severally and not jointly, represents and warrants as follows:

4.1 Authority; Binding Effect. If such Seller is not a natural person, such Seller has full corporate, limited liability company, partnership or other power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party, and to consummate the transactions contemplated hereby and thereby. If such Seller is a natural person, such Seller has full legal capacity, right and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder or under any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party, and to consummate the transactions contemplated hereby and thereby. If such Seller is not a natural person, the execution, delivery and performance by such Seller of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate, limited liability company, partnership or other action on behalf of such Seller. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement and all agreements contemplated hereby to which such Seller is a party constitute valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

4.2 No Violation.

(a) The execution and delivery of this Agreement by such Seller and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party do not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby by such Seller will not, (i) conflict with or violate the certificate of incorporation, bylaws or other equivalent organizational documents of such Seller (if such Seller is not a natural person), (ii) assuming the receipt of the approvals referred to in Section 4.2(b), conflict with or violate any Law applicable to such Seller, or (iii) conflict with, result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, give to others any right of termination, amendment, acceleration, payment or cancellation of, or result in the creation of any Lien or other encumbrance on any property of such Seller under any Contract to which such Seller is a party, except in the case of clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences that have not had and would not reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement by such Seller and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party does not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party, and the consummation of the contemplated hereby and thereby by such Seller will not, require any material consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body except for (i) the approvals from the Governmental Bodies referred to in Section 3.4(b), (ii) such other items as may be required solely by reason of the business or identity of Purchaser or its owners

and (iii) such other consents, approvals, authorizations, permits, filings or notifications the failure of which to be filed, obtained or sent would not reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby.

4.3 Title. Such Seller is the record and beneficial owner of, and has good and valid title to, its Purchased Interest, free and clear of any Lien, except for such Liens that will be released prior to the Closing, and will transfer and deliver to Purchaser at the Closing valid title to such Purchased Interest free and clear of any Lien. Such Seller is not a party to any options, warrants, calls, purchase right or other contract or commitment that could require such Seller to sell, transfer, or otherwise dispose of any of its Purchased Interest.

4.4 Litigation. As of the date of this Agreement, there is no suit, action, proceeding, claim, review or investigation (whether at law or in equity, before or by any Governmental Body or before any arbitrator) pending or, to the knowledge of such Seller, threatened in writing against such Seller, or any Blocker Owner, Blocker Corp or any Intermediate Entity thereof, that in any manner seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.5 Blocker Owner and Blocker Corp. If such Seller is the owner of a Blocker Owner and Blocker Corp as of the Closing Date:

(a) Organization and Power. Each such Blocker Owner and Blocker Corp (and any Intermediate Entity thereof) is a corporation, partnership, limited liability company or other legal entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each such Blocker Owner and Blocker Corp (and any Intermediate Entity thereof) is duly qualified or licensed to do business 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 where the failure to be so qualified or licensed has not had and would not reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby.

(b) Capitalization. Such Seller's Purchased Interest includes all issued and outstanding Blocker Owner Membership Interests and other equity interests of and all outstanding Indebtedness of, such Blocker Owner.

(c) No Violation.

(i) The execution and delivery of this Agreement by such Seller and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party, do not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby by such Seller will not, (x) conflict with or violate the certificate of incorporation, bylaws or other equivalent organizational documents of such Blocker Owner or Blocker Corp (or any Intermediate Entity thereof), (y) assuming the receipt of the approvals referred to in Section 4.2(b), conflict with or violate any Law applicable

to such Blocker Owner or Blocker Corp (or any Intermediate Entity thereof), or (z) conflict with, result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, give to others any right of termination, amendment, acceleration, payment or cancellation of, or result in the creation of any Lien on any property of such Blocker Owner or Blocker Corp (or any Intermediate Entity thereof) under, any Contract to which such Blocker Owner or Blocker Corp (or any Intermediate Entity thereof) is a party, except in the case of clauses (y) and (z), for any such conflicts, violations, breaches, defaults or other occurrences that has not had and would not reasonably be expected to have a material adverse effect on the ability of the applicable Blocker Corp Seller to consummate the transactions contemplated hereby.

(ii) The execution and delivery of this Agreement by such Seller and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party do not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby by such Seller will not, require any material consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body except for (x) the approvals from the Governmental Bodies referred to in Section 3.4(b), (y) such other items as may be required solely by reason of the business or identity of Purchaser or its owners and (z) such other consents, approvals, authorizations, permits, filings or notifications the failure of which to be filed, obtained or sent has not had and would not reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby.

(d) Business. Neither such Blocker Owner nor such Blocker Corp or any Intermediate Entity thereof has (i) had or otherwise incurred any liabilities other than, (w) in the case of the Blocker Corp, tax liabilities in the ordinary course of business, (x) ancillary corporate and administrative expenses in the ordinary course of business, (y) liabilities and obligations under the certificate of incorporation, bylaws or other organizational documents of such Blocker Owner, Blocker Corp or Intermediate Entity, and, (z) in the case of the Blocker Corp, liabilities pursuant to Indebtedness issued to and held by its applicable Blocker Owner, or (ii) engaged in any business other than beneficially owning Common Units and ancillary administrative activities incidental to such ownership.

(e) Compliance with Laws. Each such Blocker Owner and Blocker Corp (and any Intermediate Entity) has, since January 1, 2010, been in compliance in all material respects with all applicable Laws and, to such Seller's knowledge, is not under investigation with respect to, and has not since January 1, 2010, been threatened to be charged with or given written notice of, any material violation of any Law applicable to such Blocker Owner or Blocker Corp that is material to such Blocker Owner or Blocker Corp. Notwithstanding any other provision of this Agreement, Section 4.5(g) contains the sole representations and warranties regarding Taxes of such Blocker Owner or Blocker Corp and any Intermediate Entity thereof.

(f) Ownership of Membership Interests and Common Units. Such Blocker Owner is the record owner of all of the outstanding equity and debt securities, if any, of its Blocker Corp (except that with respect to [Redacted], which is owned by three Blocker Owners, each applicable Seller represents and warrants that such Blocker Owners are the record owners

of all of the outstanding equity and debt securities, if any, of [Redacted]), and its Blocker Corp is the record owner of the Common Units set forth opposite its name on Exhibit A under the heading "Common Units", free and clear of all Liens other than Liens that will be released prior to the Closing.

(g) Tax Matters. Such Blocker Corp and any Intermediate Entity thereof (i) has filed all material Tax Returns required to be filed by it, (ii) has paid all Taxes shown due on such Tax Returns and (iii) has not made any payments of interest on or with respect to any debt securities of such Blocker Corp. Each Seller of a Blocker Corp represents severally that to its Knowledge there has not been a Code Section 382 ownership change of the Blocker Corp it is selling since such Blocker Corp's acquisition of an interest in the Company. The representations and warranties set forth in this Section 4.5(g) are the sole representations and warranties of such Blocker Corp and any Intermediate Entity thereof as to Tax matters.

(h) Representations Made as of the Closing Date. For the avoidance of doubt, the representations and warranties set forth in this Section 4.5 are made only as of the Closing Date and not as of any other date.

4.6 Brokers. Except as set forth on Section 4.6 of the Seller Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of such Seller, any Blocker Owner, or any Blocker Corp owned by such Seller (or any Intermediate Entity thereof).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Sellers as follows:

5.1 Authority; Binding Effect. Purchaser has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and any other agreements to be entered into as contemplated by this Agreement to which Purchaser is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement have been duly and validly authorized by all requisite corporate action on behalf of Purchaser. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement and all agreements contemplated hereby to which Purchaser is a party constitute valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

5.2 No Violation.

(a) The execution and delivery of this Agreement by Purchaser and any other agreements to be entered into as contemplated by this Agreement to which Purchaser is a party, do not, and the performance of this Agreement and any other agreements to be entered into as

contemplated by this Agreement to which Purchaser is a party and the consummation of the transactions contemplated hereby by Purchaser will not, (i) conflict with or violate the certificate of incorporation, bylaws or other equivalent organizational documents of Purchaser, (ii) assuming the receipt of the approvals referred to in Section 5.2(b), conflict with or violate any Law applicable to Purchaser, or (iii) conflict with, result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, give to others any right of termination, amendment, acceleration, payment or cancellation of, or result in the creation of a lien or other encumbrance on any property of Purchaser under, any Contract to which Purchaser is a party, except in the case of clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences that have not had and would not reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement and any agreements to be entered into as contemplated by this Agreement to which Purchaser is a party do not, and the performance of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which Purchaser is a party, and the consummation of the transactions contemplated hereby and thereby by Purchaser will not, require any material consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body which is required solely by reason of the business or identity of Purchaser or its owners.

5.3 Litigation. As of the date hereof, there is no suit, action, proceeding, claim, review or investigation (whether at law or in equity, before or by any Governmental Body or before any arbitrator) pending or, to the knowledge of Purchaser, threatened in writing against Purchaser that in any manner seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

5.4 Financing. Purchaser has delivered to the Company and/or the Sellers true, complete and correct copies of (a) (i) the executed Purchaser Equity Commitment Letter from CIE Management IX Limited (for and on behalf BC European Capital IX – 1 to 11) and Canada Pension Plan Investment Board (each a "Sponsor", and together, the "Sponsors") and (ii) the executed Management Equity Commitment Letter from Jerald L. Kent, Mary E. Meduski and Thomas P. McMillin (each of whom shall also be deemed a Sponsor for purposes of this Section 5.4), pursuant to which each Sponsor has committed to provide Purchaser with equity financing in the amount set forth in its respective several commitment under the respective Equity Commitment Letters (the equity financings to be provided under all such commitments, the "Equity Financing"), and (b) an executed Debt Commitment Letter delivered by the Company to Purchaser (the Debt Commitment Letter together with the Equity Commitment Letters, the "Commitment Letters") from CS, pursuant to which CS has committed, on the terms and subject to the conditions set forth therein, to lend Super Holdco or CCH I, as applicable, the amount set forth therein (the "Debt Financing" and, together with the Equity Financing, the "Financings") for the purpose of funding the transactions contemplated by this Agreement. The amount of funding to be provided in the Purchaser Equity Commitment Letter, together with the amount of funding to be provided by the Debt Commitment Letter (or the Purchaser Financing or Seller Financing, as applicable) and the Management Equity Commitment Letter, if funded in accordance with their respective terms, is sufficient to pay the Purchase Price and all related fees and expenses. As of the date hereof, the Commitment Letters are in full force and effect and

have not been withdrawn or terminated or otherwise amended or modified in any respect. The Equity Commitment Letters, in the form so delivered, constitute a valid and legally binding obligation of Purchaser and each Sponsor, enforceable against Purchaser and each Sponsor in accordance with their terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The terms of any arrangements among the parties to the Equity Commitment Letters that are not expressly included in the Equity Commitment Letters do not amend, alter or waive, or agree to amend, alter or waive (in any case whether by action or inaction) the Equity Commitment Letters in a manner that would reduce the amount of the funding available under the Equity Commitment Letters, would increase the conditionality with respect to the funding available thereunder or that could otherwise reasonably be expected to delay or impede the Closing. As of the date hereof, no event has occurred, to the knowledge of Purchaser or as a result of any action taken by Purchaser, which, with or without notice, lapse of time or both, would constitute a default or breach under any term or condition of the Commitment Letters. Except for the payment of fees and expenses set forth in any fee or engagement letters satisfying the requirements of this Section 5.4 and delivered in connection with the Debt Financing, to Purchaser's knowledge, there are no conditions precedent to or other contingencies related to the funding of the full amount of the Debt Financings, other than as expressly set forth in the Debt Commitment Letter. There are no conditions precedent or other contingencies related to the financing of the full amount of the Equity Financing other than as expressly set forth in the Equity Commitment Letters. As of the date hereof, Purchaser or the Company (subject to Section 7.8(a)) has fully paid any and all commitment fees or other fees required by the Commitment Letters to be paid by it on or prior to the date of this Agreement. Purchaser has no reason to believe as of the date hereof that Purchaser will be unable to satisfy on a timely basis any of the terms or conditions to funding contained in the Commitment Letters required to be performed by Purchaser under the Commitment Letters or hereunder.

5.5 Solvency. Assuming the truth and accuracy of the representations and warranties set forth in ARTICLE III in a manner that would satisfy the condition set forth in Section 8.1(a) (or the waiver of such condition by Purchaser) and the performance by the Company of its obligations hereunder, as of the Closing, and after giving effect to all of the transactions contemplated by this Agreement, Purchaser and its Subsidiaries, taken together, will be Solvent.

5.6 Acknowledgement.

(a) Purchaser acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company, the Company Subsidiaries, the Blocker Corps and the Intermediate Entities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its own independent investigation and verification and the representations and warranties of (i) the Company expressly and specifically set forth in ARTICLE III, as qualified by the Company Disclosure Schedule, and (ii) the Sellers (including representations and warranties with respect to the Blocker Owners, Blocker Corps and the Intermediate Entities) expressly and specifically set forth in ARTICLE IV, as qualified by the Seller Disclosure Schedule. The representations and warranties by (i) the Company expressly and specifically set forth in ARTICLE III and (ii) the

Sellers (including representations and warranties with respect to the Blocker Owners, the Blocker Corps and the Intermediate Entities) expressly and specifically set forth in ARTICLE IV, constitute the sole and exclusive representations, warranties, and statements of any kind of the Company or any of the Sellers to Purchaser in connection with the transactions contemplated by this Agreement, and Purchaser understands, acknowledges and agrees that all other representations, warranties, and statements of any kind or nature expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company, any of the Company Subsidiaries, any of the Blocker Owners, any of the Blocker Corps or any of the Intermediate Entities) are specifically disclaimed by the Company and the Sellers. None of the Company nor any of the Sellers makes or provides, and Purchaser hereby waives, any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose or condition of the assets of the Company, any Company Subsidiary, any Blocker Corp or any Intermediate Entity or any part thereof.

(b) Purchaser acknowledges and agrees that neither the Company, C3 or the Sellers, nor any shareholder, officer, director, manager, member, employee or agent of any of them, whether in an individual, corporate or any other capacity, will have or be subject to any liability or indemnification obligation to Purchaser or any other Person resulting from (nor shall Purchaser have any claim with respect to) the distribution to Purchaser, or Purchaser's use of, or reliance on, any information, documents, projections, forecasts or other material made available to Purchaser in anticipation or expectation of, or in connection with, the transactions contemplated by this Agreement, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise.

(c) In connection with the investigation by Purchaser of the Company and the Company Subsidiaries, Purchaser has received or may receive from the Company and/or the Company Subsidiaries certain projections, forward-looking statements and other forecasts and certain business plan information. Purchaser acknowledges and agrees that there are uncertainties inherent in attempting to make such estimates, projections, forward looking statements and other forecasts and plans, that Purchaser is familiar with such uncertainties, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forward looking statements and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forward looking statements, forecasts or plans), and that Purchaser shall have no claim against anyone with respect thereto. Accordingly, Purchaser acknowledges and agrees that neither the Company, C3 or any Seller nor any shareholder, officer, director, manager, member, employee or agent of any of them, whether in an individual, corporate or any other capacity, makes any representation, warranty, or other statement with respect to, and Purchaser is not relying on, such estimates, projections, forward looking statements and other forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forward looking statements and other forecasts or plans).

5.7 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of Purchaser.

ARTICLE VI

COVENANTS OF THE COMPANY

6.1 Conduct of the Business.

(a) Without prejudice or limitation to Section 2.11, from the date hereof until the Closing, unless Purchaser shall otherwise consent as provided herein (such consent not to be unreasonably delayed; provided that if Purchaser has not sent a Conduct of Business Response (as defined below) within [Redacted] of receiving such request in accordance with this Section 6.1, Purchaser shall be deemed to have consented to such request) or except as expressly set forth on Section 6.1 of the Company Disclosure Schedule, or as otherwise required by applicable Laws or expressly required by this Agreement, the Company shall, and shall cause each of the Company Subsidiaries to, conduct their business in the Ordinary Course of Business and use their commercially reasonable efforts to preserve intact the Company's and the Company Subsidiaries' business organization, goodwill and relationships with customers and suppliers, employees, distributors, lessors, agents and others with whom they deal, in each case, in the Ordinary Course of Business. For purposes of this Section 6.1, the Company shall submit any request for consent to Purchaser by email to each of the four (4) individuals identified, together with their email address, as set forth on Section 6.1(a) of the Company Disclosure Schedule. Any response to such email request shall be by reply email to the person who sent the request on behalf of the Company (such response, a "Conduct of Business Response"). A Conduct of Business Response by any of the four (4) individuals shall be deemed to be the response of Purchaser. Purchaser may change any of said four (4) individuals by notice to Company in accordance with Section 10.6 hereof.

(b) Without limiting the generality of the foregoing, except as expressly set forth in Section 6.1 of the Company Disclosure Schedule or as otherwise required by applicable Laws or expressly required by this Agreement, from the date hereof until the Closing, unless Purchaser shall otherwise consent (such consent not to be unreasonably delayed; provided that if Purchaser has not sent a Conduct of Business Response within [Redacted] of receiving such request in accordance with this Section 6.1, Purchaser shall be deemed to have consented to such request), the Company shall not and shall cause each of the Company Subsidiaries to not:

(i) except as contemplated by Section 7.11, amend or modify the LLC Agreement or Certificate of Formation, each as in effect on the date hereof, or the certificate of incorporation, bylaws or other equivalent organizational documents of the Company Subsidiaries;

(ii) (x) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any of its capital stock (other than dividends or distributions declared, set aside, made or paid by any Company Subsidiary to the Company or to another Company Subsidiary) or (y) create, authorize for issuance, issue, deliver, sell, redeem, purchase, grant, pledge, or otherwise encumber or subject to any Lien any of its capital stock or other equity interests or any options, warrants, calls, rights, or any securities convertible into, or exchangeable for, any rights, warrants or options to acquire any such capital stock or other equity interests, "phantom" stock rights, stock appreciation rights,

stock-based performance units, commitments, contracts, arrangements or undertakings of any kind with respect to the Company or the Company Subsidiaries' capital stock or equity interests other than (A) pursuant to the exercise of existing grants of options under the C3 Option Plan or Suddenlink Option Plan in accordance with its present terms and as set forth on Section 3.2(b) of the Company Disclosure Schedule, (B) issuances by a Company Subsidiary of capital stock to the Company or to another Company Subsidiary or (C) issuance of Common Units upon the vesting of any Restricted Units as set forth on Section 3.2(b) of the Company Disclosure Schedule; provided that in no event shall any Leakage that has been paid to Purchaser pursuant to Section 2.11 constitute a breach or violation of the covenant in this clause (ii);

(iii) sell, lease, license, abandon, permit to lapse, subject to a Lien (other than a Permitted Lien) or otherwise sell, surrender, relinquish, transfer, lease, license or otherwise dispose of any assets, property or rights of the Company or any Company Subsidiary except (x) to the Company or a Company Subsidiary, (y) pursuant to Contracts existing on the date hereof or (z) in the Ordinary Course of Business;

(iv) make any loans, advances or capital contributions to, or investments in, any other Person other than (x) by the Company or any Company Subsidiary to or in the Company or any Company Subsidiary or (y) otherwise in the Ordinary Course of Business;

(v) (x) incur or assume any Indebtedness for borrowed money or guarantee, indemnify or endorse, or otherwise as an accommodation become responsible for, any Indebtedness of any Person or (y) [Redacted];

(vi) amend or otherwise modify benefits under any Company Benefit Plan, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Company Benefit Plan as currently in effect on the date hereof, fail to make any required contribution to any Company Benefit Plan, or terminate or establish any Company Benefit Plan, in each case except as required by an existing agreement, plan, applicable Law or in the Ordinary Course of Business;

(vii) [Redacted];

(viii) terminate the employment or engagement of any of the Persons set forth in Section 6.1(b)(viii) of the Company Disclosure Schedule (other than for cause, except with respect to [Redacted]), appoint any new senior vice president or above or materially alter the terms of employment or engagement of any of the Persons set forth in Section 6.1(b)(viii) of the Company Disclosure Schedule, other than in the Ordinary Course of Business (it being understood and agreed that, to the extent Purchaser consents to any engagement by the Company of a person as a senior vice president or above from and after the date hereof, such person shall be deemed to be included on Section 6.1(b)(viii) of the Company Disclosure Schedule for all purposes of this clause (viii));

(ix) commence, settle, compromise or discontinue any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy involving claims, liabilities or obligations of the Company and the Company Subsidiaries in excess of [Redacted]

or that are otherwise material to the Company and the Company Subsidiaries taken as a whole, excluding claims covered by insurance and Intellectual Property litigation pending or threatened as of the date hereof;

(x) make, change or revoke any material Tax election except in the Ordinary Course of Business, change any method of Tax accounting, file any amended Tax Return or enter into any closing agreement with any Tax authority that either (a) involves claims, liabilities or obligations of the Company and the Company Subsidiaries in excess of [Redacted] or (b) would reasonably be expected to have an adverse impact on Purchaser, the Company or any Company Subsidiary following the Closing;

(xi) (x) modify, renew, suspend, abrogate or amend in any respect, or reject, repudiate or terminate (in whole or in part), the Management Agreement; (y) modify, renew, suspend, abrogate or amend in any materially adverse respect, in the aggregate, or reject, repudiate or terminate, the Contract set forth on Section 6.1(b)(xi)) of the Company Disclosure Schedule or (z) modify, renew, suspend, abrogate or amend any other Material Contract other than in the Ordinary Course of Business;

(xii) enter into any new Contract that would have been considered a Material Contract if it were entered into at or prior to the date hereof, other than in the Ordinary Course of Business;

(xiii) reject, repudiate or terminate any Material Contract or any Contract that would be a Material Contract if in effect on the date of this Agreement, other than in the Ordinary Course of Business;

(xiv) enter into any material transactions, Contracts or understandings by and between the Company or any Company Subsidiary, on the one hand, and the Sellers or C3 or any of their respective Affiliates, and any of their respective employees, officers, advisers and agents, on the other hand; [Redacted];

(xv) make any material change in its accounting methods, principles or practices (including with respect to reserves), other than in a manner consistent with applicable Law or GAAP, fail to pay any creditor any material amount owed to such creditor when due or grant any extensions of credit other than in the Ordinary Course of Business or as may otherwise be contested in good faith;

(xvi) terminate, cancel or amend any Insurance Policies maintained by it covering the Company or the Company Subsidiaries or their respective properties which is not replaced by a comparable or greater amount of insurance coverage, or fail to use commercially reasonable efforts to maintain in full force and effect any material Insurance Policies in a form and amount consistent with past practice; provided that the Company may agree to any increases or decreases in deductibles, policy amounts or coverage amounts in its reasonable discretion;

(xvii) fail to make payments in accordance with past practices under the applicable terms of, or prematurely repay or prepay, any material loans, borrowings or other financial facilities or assistance made available to it;

(xviii) acquire (by merger or stock or asset purchase or otherwise) any corporation, partnership, other business organization or any business or division thereof or adopt or approve a plan of complete or partial liquidation, dissolution, winding-up, merger, consolidation, restructuring, recapitalization, bankruptcy suspension or payments or other reorganization;

(xix) enter into any new unrelated line of business;

(xx) form or otherwise organize a new direct or indirect Subsidiary of the Company;

(xxi) amend or modify in any materially adverse respect, in the aggregate, any material Franchise or any material permit, certificate, license, approval, registration or authorization issued by any Governmental Body and held by the Company or the Company Subsidiaries;

(xxii) fail to maintain all material Franchises and all material permits, certificates, licenses, approvals, registrations and authorizations issued by Governmental Bodies and held by the Company or the Company Subsidiaries in full force and effect, except for such failure as would not have, and would not reasonably be expected to have, a Material Adverse Effect; or

(xxiii) agree or commit to do any of the foregoing.

Notwithstanding the foregoing, nothing in this Section 6.1 shall prohibit or otherwise restrict the Company or any of the Company Subsidiaries, at any time during the period from the date hereof to the Closing Date, from (x) entering into any Contract providing for the purchase, acquisition, sale, lease, disposition or other transfer of, any Person, business or assets, provided that the aggregate consideration in respect of all such Contracts entered into during the period from the date hereof to the Closing Date does not exceed [Redacted], or (y) consummating any such transaction in accordance with the terms of such Contract.

6.2 Company Obligations in Respect of the Financing. The Company agrees to use its commercially reasonable efforts to, and to use its commercially reasonable efforts to cause the respective officers, employees and advisors of the Company and the Company Subsidiaries to, at Purchaser's cost and expense and at reasonable times and based upon the reasonable request of Purchaser, (i) participate (including by way of causing management to so participate) in diligence sessions, road shows, drafting sessions and meetings with the Financing Sources, rating agencies and prospective lenders/investors/equity co-investors reasonably necessary for any Debt Financing, including the issuance of any Senior Unsecured Notes (as defined in the Original Debt Commitment Letter), (ii) furnish Purchaser and the Financing Sources with all information, including financial statements, regarding the Company as would be customary in a bank information memorandum and/or an offering in which the initial purchasers will rely on Rule 144A of the Securities Act or a private placement of such Debt Financing, (iii) prepare an Offering Document compliant with the terms and conditions of, the Original Debt Commitment Letter or any applicable Alternate Financing Commitment Letter, (iv) obtain customary accountants' comfort letters and accountants' consents from the auditors of the

Company or the Company Subsidiaries, as applicable, for use in a private placement under Rule 144A of the Securities Act, (v) execute and deliver, as of and on the Closing Date (but subject to the occurrence of the Closing), such definitive financing and ancillary documents (including any credit agreements, purchase agreements and indentures), or other certificates or documents, as may be reasonably requested by Purchaser in connection with the Debt Financing (including any borrowing base or solvency certificate as of the Closing Date) or any Senior Unsecured Notes, (vi) in connection with the Debt Financing, provide customary authorization letters to the Financing Sources authorizing the distribution of information to prospective lenders, containing a customary "10b-5" representation and a representation that any public-side version of such information does not include material nonpublic information; (vii) provide to Purchaser monthly financial statements of CCH I substantially consistent with the monthly information that is currently provided to the Company's Board of Directors, (viii) provide to Purchaser unaudited consolidated quarterly financial statements of CCH I within forty-five (45) days of the end of each fiscal quarter of CCH I (it being understood that such quarterly financial statements shall be prepared in a manner consistent with the quarterly financial statements prepared by management of the Company and the Company Subsidiaries), (viii) take such further action as Purchaser shall reasonably request to fulfill the conditions precedent of the Company and the Company Subsidiaries to the availability of the Debt Financing, other than actions contemplated to be taken by Purchaser, including funding of the Equity Financing, (ix) furnish Purchaser and the Financing Sources promptly with all documentation and other information required by any Governmental Body with respect to any Debt Financing under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, and in any event at least five (5) days prior to the Closing Date, and (x) take such further action as Purchaser shall reasonably request to consummate on the Closing Date the issuance of Senior Unsecured Notes; provided, that nothing herein shall require any such action to the extent it would unreasonably interfere with the business or operations of the Company or the Company Subsidiaries or require the Company or the Company Subsidiaries to agree to pay any fees, reimburse any expenses or give any indemnities, in any case prior to the Closing, for which Purchaser does not promptly reimburse or indemnify it, as the case may be, under this Agreement; provided, further, that the Company's obligations under this Section 6.2 shall be subject to the Financing Sources and their Affiliates being bound by confidentiality agreements in accordance with customary market practice; and provided, further, that none of the Company or any of the Company Subsidiaries shall be required to provide any information to the extent it would result in the waiver of an attorney-client privilege or violate any applicable confidentiality obligation of the Company or any such Company Subsidiary.

ARTICLE VII

CERTAIN COVENANTS AND AGREEMENTS OF THE PARTIES

7.1 Company Equity Interests.

(a) Promptly after the date hereof, the Sellers that are parties to this Agreement on the date hereof shall exercise their drag-along rights pursuant to Section 12.9(c) of the LLC Agreement (the "Drag-Along Rights"). The Sellers shall use commercially reasonable efforts to cause all of the Common Holders who hold Common Units and are subject to the exercise of the Drag-Along Rights (each, a "Drag-Along Seller") to deliver duly executed

transfers(s) of the Common Units held by such Drag-Along Seller in favor of Purchaser, the share certificates for such Common Units and a joinder to this Agreement in the form attached hereto as Exhibit J (such documents, collectively, the "Drag-Along Documents") at the Closing.

(b) If upon the Closing, all direct equity interests of the Company have not been acquired at the Closing directly or indirectly by Purchaser ("Unacquired Interests"), then Purchaser may elect to effect a merger after the Closing, in form and substance satisfactory to Purchaser in its sole discretion, subject to applicable Law (the "Merger"), involving the Company and a merger subsidiary formed by Purchaser to extinguish such Unacquired Interests for a payment in the amount allocated for such Unacquired Interests in the Allocation Exhibit and received by the Company under Section 2.7(d)(i). The Sellers and the Company agree that Purchaser may use the portion of the Purchase Price allocated to the Unacquired Interests as consideration for the Unacquired Interests in the the Merger. C3 hereby agrees and covenants to vote in favor of the Merger and shall take, or cause to be taken, all such further or other actions as Purchaser may reasonably deem necessary or desirable to evidence and effectuate the Merger; provided that the Carried Interest Total has been paid to C3 pursuant to Section 2.6 hereof.

7.2 Access to Books and Records.

(a) From the date hereof until the Closing or the earlier termination of this Agreement, C3 shall, and shall cause the Company and the Company Subsidiaries, and the Company shall cause the Company and the Company Subsidiaries and each of their respective representatives to, provide Purchaser and its Affiliates and its and their respective partners, members, directors, officers, employees, agents, attorneys, accountants and other advisers (the "Purchaser's Representatives") with reasonable access, during normal business hours upon reasonable advance notice, to the offices, properties, books and records of the Company, the Company Subsidiaries and C3 (solely to the extent reasonably related to operations of the Company and the Company Subsidiaries) in order for Purchaser to have the opportunity to make such investigation as it shall reasonably desire to make of the affairs of the Company, the Company Subsidiaries and C3 (solely with respect to its obligations as the manager of the Company and the Company Subsidiaries); provided that (i) such access does not unreasonably interfere with the normal operations of C3, the Company or any of the Company Subsidiaries and (ii) neither C3 nor the Company shall be required to take any action which would constitute a waiver of the attorney-client or other privilege or would violate any Law; provided, further, that all requests for access shall be directed to such employees of the Company and C3 as the Company and C3, respectively, may designate in writing to Purchaser, or such other person as the Company may designate from time to time. The information provided pursuant to this Section 7.2(a) will be used solely for the purpose of effecting the transactions contemplated by this Agreement, and will be governed by all the terms and conditions of the Confidentiality Agreement and prior to the Closing, Purchaser shall maintain all subscriber information (as hereinafter defined) that was obtained prior to the Closing from the Company, the Company Subsidiaries or any Affiliate of any of the foregoing in connection with the transactions contemplated by this Agreement only in compliance with Sections 222 and 631 of the Cable 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.

(b) From the date hereof until the Closing or the earlier termination of this Agreement, each Blocker Corp Seller shall provide Purchaser and Purchaser's Representatives with reasonable access during normal business hours upon reasonable advance notice to the books and records of its Blocker Owner and Blocker Corp (and any Intermediate Entity thereof, if not yet liquidated or dissolved pursuant to Section 7.18) in order for Purchaser to have the opportunity to make such investigation as it shall reasonably desire to make of the affairs and business of such Blocker Owner and Blocker Corp (and any Intermediate Entity thereof, if not yet liquidated or dissolved pursuant to Section 7.18); provided that (i) such access does not unreasonably interfere with the normal operations of such Seller; (ii) such Seller shall not be required to take any action which would constitute a waiver of the attorney-client or other privilege or would violate any Law. The information provided pursuant to this Section 7.2(b) will be used solely for the purpose of effecting the transactions contemplated by this Agreement, and will be governed by all the terms and conditions of the Confidentiality Agreement.

(c) From and after the Closing and until any applicable statute of limitations has run, Purchaser shall, and shall cause the Company to, provide each of the Sellers and their agents with reasonable access (for the purpose of examining), during normal business hours, and upon reasonable advance notice, to those books and records of the Company and the Company Subsidiaries, any Blocker Owner owned by such Seller prior to the Closing and sold to Purchaser pursuant to the terms of this Agreement (a "Purchased Blocker Owner"), that such Seller may reasonably require for purposes of preparing financial statements, for purposes of preparing Tax Returns [Redacted], in each case with respect to periods or occurrences prior to the Closing Date and with respect to the Company and the Company Subsidiaries, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees of Purchaser, the Company, and their Affiliates for purposes of locating and better understanding such books and records; provided that (i) such access does not unreasonably interfere with the normal operations of the Company or any of the Company Subsidiaries and (ii) neither the Company nor any Company Subsidiary shall be required to take any action which would constitute a waiver of the attorney-client or other privilege or would violate any Law; provided, further, that all requests for access shall be directed to such employees of the Company as Purchaser may designate from time to time. Unless otherwise consented to in writing by each of the Sellers, neither Purchaser nor the Company shall, and Purchaser shall cause the Purchased Blocker Owners not to, for a period of seven years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of the Company, any Company Subsidiary, any Purchased Blocker Owner or Blocker Corp (including any books and records of any Intermediate Entity thereof that was dissolved pursuant to Section 7.18) for any period prior to the Closing Date without first offering to surrender such books and records or any portion thereof which Purchaser, the Company, such Company Subsidiary, Purchased Blocker Owner, Blocker Corp or any Intermediate Entity thereof may intend to destroy or dispose of to (i) each of the Sellers (with respect to books and records of the Company or any Company Subsidiary) or (ii) the applicable Blocker Corp Seller (with respect to books and records of a Blocker Owner or a Blocker Corp); provided that the Company, such Company Subsidiary, such Purchased Blocker Owner or such Blocker Corp, as applicable, may offer a Seller copies of such books and records in lieu of originals.

7.3 Conduct of Blocker Corp Business. From the date hereof until the Closing or the earlier termination of this Agreement, unless Purchaser shall otherwise consent in writing, each Blocker Corp Seller shall cause the Blocker Owner, if applicable, and Blocker Corp (and

any Intermediate Entity thereof not yet dissolved pursuant to Section 7.18) that it now owns or shall own prior to the Closing to not (a) incur any liabilities other than (i) tax liabilities in the ordinary course of business, (ii) ancillary corporate and administrative expenses in the ordinary course of business that will be paid in full prior to the Closing, (iii) liabilities and obligations under the certificate of incorporation, bylaws or other organizational documents of such Blocker Owner, if applicable, Blocker Corp or Intermediate Entity not yet dissolved pursuant to Section 7.18, or any indemnification agreements of such Blocker Owner, Blocker Corp or Intermediate Entity, providing for indemnification and/or advancement of expenses for directors and officers of such Blocker Owner, Blocker Corp or Intermediate Entity not yet dissolved pursuant to Section 7.18 that will be paid in full prior to Closing or other Persons in respect of their service by or on behalf of such Blocker Owner, Blocker Corp or Intermediate Entity not yet dissolved pursuant to Section 7.18 and (iv) liabilities pursuant to Indebtedness that was issued to such Blocker Corp Seller prior to the date hereof which will be acquired directly or indirectly by Purchaser or discharged in the Closing, or (b) engage in any business other than directly or indirectly owning Common Units, Blocker Owner Membership Interests, if applicable, and ancillary administrative activities incidental to such ownership.

7.4 Contact with Business Relations. Purchaser hereby agrees that neither it nor its Affiliates are authorized to, and none of them shall (and none of them shall permit any of its employees, agents, representatives or Affiliates to) contact any officer, director, manager, employee, franchisee, customer, supplier, distributor or other material business relation of the Company or any of the Company Subsidiaries (other than those directors, officers and employees of the Company set forth on Exhibit K) prior to the Closing without the prior written consent of the Company for each such contact, such consent to be at the reasonable discretion of the Company, except, in all such circumstances, in Purchaser's ordinary course of business unrelated to the transactions contemplated by this Agreement.

7.5 Affiliate Contract Terminations. Effective upon the Closing, the Company, on the one hand, and each of the Sellers that are parties to the Contracts set forth on Exhibit L (the "Affiliate Contracts") (or who have Affiliates that are parties to such Contracts), on the other hand, shall terminate the Affiliate Contracts that it (or any applicable Affiliate) is party to, and shall provide Purchaser with evidence, reasonably satisfactory to it, of such terminations (collectively, the "Affiliate Contract Terminations").

7.6 No Shop/Exclusivity. From the date of this Agreement until the Closing Date or the earlier termination of this Agreement, the Company, C3 and each of the Sellers shall, and shall cause their respective Affiliates and each of their and their Affiliates' respective directors, officers, employees, representatives or agents (collectively, the "Representatives") to, (a) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person conducted heretofore by the Company, the Sellers, C3 or any of their respective Representatives with respect to any Acquisition Transaction, (b) not solicit, encourage, initiate, endorse, cooperate with or otherwise knowingly encourage or facilitate (including by way of furnishing non-public information or data) any inquiry, proposal or offer with respect to, or the making or completion of, any merger, consolidation or business combination involving the Company or the Company Subsidiaries, or transaction involving the purchase of all or substantially all of the assets of the Company and the Company Subsidiaries taken as a whole or the equity interests of the Company, in each case, other than the transactions

contemplated by this Agreement (an "Acquisition Transaction"), or any inquiry, proposal or offer that could reasonably be expected to lead to any Acquisition Transaction, (c) not conduct any discussions, enter into any negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (d) not provide any non-public financial or other confidential or proprietary information regarding the Company (including this Agreement and any other materials containing Purchaser's proposed terms and any other financial information, projections or proposals regarding the Company and/or the Company Subsidiaries) to any Person (other than the parties hereto and their Representatives), or not provide access to any Person to the properties, assets, officers or employees of the Company, the Company Subsidiaries or C3, in each case in connection with an Acquisition Transaction or (e) not approve or recommend any Acquisition Transaction (except the transactions contemplated by this Agreement). If any of the Company, a Company Subsidiary, C3 or the Sellers receives an unsolicited inquiry, proposal or offer by any Person (other than Purchaser and its Representatives) with respect to or relating to an Acquisition Transaction, the Company, the Company Subsidiary, C3 or such Seller shall notify Purchaser promptly of such inquiry, proposal or offer and shall provide Purchaser with a copy of such inquiry, proposal or offer.

7.7 Efforts; Filings.

(a) Subject to the other provisions of this Agreement (including the other provisions of this Section 7.7) and in accordance with applicable Law, each of Purchaser, the Company, C3 and the Sellers shall use, the Company shall cause each of the Company Subsidiaries to use, and each Blocker Corp Seller shall cause its Blocker Owner, if applicable, Blocker Corp (and any Intermediate Entity thereof) to use, commercially reasonable efforts to (i) consummate the transactions contemplated by this Agreement, (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement, and (iii) cause the Closing to occur. Without limiting the generality of the foregoing, subject to the other provisions of this Agreement (including the other provisions of this Section 7.7), each of Purchaser, the Company, C3 and the Sellers shall use, the Company shall cause each of the Company Subsidiaries to use, and each Blocker Corp Seller shall cause its Blocker Owner, if applicable, and Blocker Corp (and any Intermediate Entity thereof) to use, commercially reasonable efforts to obtain any consents from third parties required to be obtained in connection with the transactions contemplated hereby, and each of Purchaser, the Company, C3 and the Sellers shall (A) make or cause to be made all filings and submissions under any material Laws or regulations applicable to such party for the consummation of the transactions contemplated by this Agreement, (B) coordinate and cooperate with the other parties hereto in exchanging such information and providing such assistance as such other parties hereto may reasonably request in connection with all of the foregoing, and (C) (1) supply promptly any additional information and documentary material that may be requested in connection with such filings, (2) make any further filings pursuant thereto that may be necessary, proper, or advisable in connection therewith, and (3) use commercially reasonable efforts to obtain all required consents. Notwithstanding the foregoing, except as otherwise expressly set forth in this Agreement, none of Purchaser, the Company, C3, the Blocker Owners, the Blocker Corps, any of the Intermediate Entities, any of the Company Subsidiaries or Sellers shall be required to pay any consideration or make any other payment to any third party whose consent is required for the transactions contemplated hereby (excluding, for the avoidance of doubt, customary filing fees).

(b) In furtherance and not in limitation of the other covenants contained in this Section 7.7, the Company and Purchaser shall, as promptly as practicable and before the expiration of any relevant legal deadline, but in no event later than ten (10) Business Days following the execution and delivery of this Agreement, file with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice, the notification and report form required for the transactions contemplated by this Agreement and any supplemental information requested in connection therewith pursuant to the HSR Act, which forms shall specifically request early termination of the waiting period prescribed by the HSR Act. Each of Purchaser, the Company, C3 and the Sellers shall, the Company shall cause each of the Company Subsidiaries to, and each Blocker Corp Seller shall cause its Blocker Seller and Blocker Corp (and any Intermediate Entity thereof) to, furnish to each of Purchaser's and the Company's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act. 50% of the filing fees payable in connection with such filings (the "HSR Filing Fees") shall be borne by Purchaser and 50% of the HSR Filing Fees shall be borne by Sellers as Transaction Expenses hereunder. Each of Purchaser, the Company, C3 and the Sellers shall, the Company shall cause each of the Company Subsidiaries to, and each Blocker Corp Seller shall cause its Blocker Owner, if applicable, Blocker Corp (and any Intermediate Entity thereof) to, use their commercially reasonable efforts to promptly obtain any clearance required under the HSR Act for the consummation of the transactions contemplated by this Agreement and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from any Governmental Body and shall comply promptly with any such inquiry or request. Without limiting the foregoing, each of Purchaser and Company shall (i) promptly notify each other of any material communications from and to personnel of the reviewing Governmental Bodies; (ii) confer with each other regarding appropriate contacts with and response to personnel of such Governmental Bodies and the content of any such contacts or presentations; (iii) not agree to participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation, or other inquiry without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Purchaser or the Company, shall be limited to counsel only); and (iv) approve in the content of any presentations, white papers or other substantive written materials to be submitted to any Governmental Body in advance of any such submission. In the event that the Sellers or the Company or any of their respective employees, agents, advisors or Affiliates shall become aware of any actual or threatened claim by any shareholder or creditor or its agents or advisors in connection with the transactions contemplated in connection herewith that would reasonably be viewed by the Company as material, the Company shall advise Purchaser thereof as soon as reasonably practicable, and all material communications with respect to such actual or threatened claim to or with such shareholder or creditor or their agents or advisors shall be subject to the prior review of, comment by and approval of Purchaser, such approval not to be unreasonably withheld.

(c) In furtherance and not in limitation of the other covenants contained in this Section 7.7, as soon as practicable after the date hereof, but in any event no later than ten (10) days after the date hereof, the Company and Purchaser shall prepare and file or deliver, or cause to be prepared and filed or delivered, all applications and requests required to be filed with or delivered to the FCC, any PUC, or any Governmental Body issuing a Franchise (a "Franchise

Authority"), in each case that are necessary to obtain the consent of the FCC, such PUC or such Franchise Authority in connection with the transactions contemplated hereby (each a "Consent"). [Redacted]. [Redacted] in no event shall either the Company or Purchaser or any other party hereto be required to pay any fees and expenses of counsel, accountants, agents and other representatives of the FCC or any Franchise Authority related thereto. Each of the parties shall make its representatives available to participate in any meeting requested by any Governmental Body in connection with obtaining the Consents, unless the parties agree otherwise. Subject to the terms of the Confidentiality Agreement, the parties will co-operate with each other in exchanging such information and providing such assistance as may be reasonably requested by the other parties in connection with the process of obtaining the Consents.

(d) In furtherance and not in limitation of the other covenants contained in this Section 7.7, Purchaser and the Company shall each submit or cause to be submitted, (i) promptly (but in any event within thirty (30) days) after the date of this Agreement, a joint draft notice and other appropriate documents to CFIUS within the meaning of 31 C.F.R. §800.401(f), (ii) as soon as possible (but no sooner than five (5) Business Days) after the joint draft notice referenced in clause (i) has been submitted to CFIUS, a formal voluntary notice of the transaction to CFIUS within the meaning of 31 C.F.R. §800.402, and (iii) as soon as possible (and in any event in accordance with pertinent regulatory requirements) any other submissions under Exon-Florio that are formally requested by CFIUS to be made, or which Purchaser and the Company mutually agree should be made, in each case in connection with this Agreement and the transactions contemplated hereby. Purchaser and the Company further agree that no oral or written submission, communication, or disclosure shall be made to CFIUS, or to a third party relating to CFIUS and the transactions contemplated by this Agreement, without the prior written review and approval by both parties, which review shall be provided promptly and approval shall not be unreasonably withheld.

(e) In furtherance and not in limitation of the other covenants contained in this Section 7.7, (i) at the request of the Company, Purchaser and its Affiliates shall be obligated to, or (ii) at the request of Purchaser, the Company, C3 and the Sellers shall, the Company shall cause each of the Company Subsidiaries to, and each Blocker Corp Seller shall cause its Blocker Owner or Blocker Corp (and any Intermediate Entity thereof) to, in each case, defend or contest, whether judicial or administrative, any ruling, Order, or other action of any Governmental Body or any other Person challenging this Agreement or the consummation of the transactions contemplated by this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Body vacated or reversed, or otherwise respecting the transactions contemplated by this Agreement.

(f) Purchaser will file all necessary Tax Returns and other documentation with respect to all Transfer Taxes and, if required by applicable Law, the applicable non-filing parties will join in the execution of any such Tax Returns and other documentation after having a reasonable opportunity to review and comment on any such Tax Returns. Any such comments shall be considered by the parties in good faith.

7.8 Certain Obligations in Respect of the Financings.

(a) Purchaser (i) acknowledges and agrees that Purchaser shall be obligated to pay all reasonable, documented third party fees and expenses payable in respect of or pursuant to Financings and the Commitment Letters (including, without limitation, any fees and expenses payable pursuant to a fee letter or an engagement letter in respect of a Debt Financing and in connection with the Consent Solicitation, but excluding any "Alternate Transaction" (as defined in the Original Debt Commitment Letter) or similar fee in the event the Closing does not occur) whether or not the transactions contemplated hereby and thereby are consummated, to the extent invoiced and payable prior to the Closing, (ii) shall promptly, upon request by the Company, reimburse the Company for all reasonable and documented out-of-pocket fees, costs and expenses (including reasonable attorneys' fees and accountants' fees and any fees and expenses payable pursuant to a fee letter or an engagement letter or otherwise) in respect of a Debt Financing and in connection with the Consent Solicitation incurred by C3, the Company or any of their Affiliates, whether or not the transactions contemplated hereby and thereby are consummated, (iii) acknowledges and agrees that none of C3, the Company, the Company Subsidiaries, any other Affiliates of C3 or the Company or any of their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents shall have any responsibility for (other than the Company with respect to its respective covenants under this Agreement), or incur any liability to, Purchaser in connection with a Debt Financing, except in the case of the Company or any Company Subsidiary, on or after the Closing Date, (iv) agrees to use commercially reasonable efforts to cause the officers, employees and advisors of Purchaser to coordinate and cooperate with the other parties hereto as they may reasonably request in connection with the Debt Financing and (v) shall indemnify and hold harmless C3, the Company, their Affiliates and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the arrangement of any Debt Financing (other than any "Alternate Transaction" or similar fee in the event the Closing does not occur), except in the event that any such liabilities, losses, damages, claims, costs or expenses described in the foregoing clauses (i), (ii) and (iii) arose out of the willful misconduct or gross negligence of any such Person or the breach of this Agreement by any such Person or arose out of historical information that contains an untrue statement of material fact or omission to state a material fact necessary to make a statement not misleading, relating to the Company and its Subsidiaries provided by the Company in writing specifically for inclusion in an offering document for a Senior Unsecured Notes Offering. Notwithstanding the foregoing, if the Closing shall be consummated, all of Purchaser's fees, cost and expense obligations specified in this Section 7.8(a) and relating to the Debt Financing and the Consent Solicitation shall be deemed fees, costs and expenses of the Company.

(b) Purchaser shall take (or cause to be taken) all actions and do (or cause to be done) all things necessary, proper or advisable to (i) obtain the Equity Financings contemplated by the Equity Commitment Letters, (ii) maintain in effect at all times the Equity Commitment Letters, (iii) satisfy on a timely basis all conditions applicable to Purchaser set forth in the Equity Commitment Letters that are within its control and (iv) consummate the Equity Financings contemplated by the Equity Commitment Letters at or prior to the Closing. Purchaser shall not amend, alter or waive, or agree to amend, alter or waive (in any case whether by action or inaction), any term of either of the Equity Commitment Letters in a manner that would reduce the amount of the funding available thereunder, would increase the conditionality with respect to the funding available thereunder or that could otherwise reasonably be expected

to delay or impede the Closing without the prior written consent of a Majority-in-Interest of the Sellers. Purchaser shall use its commercially reasonable efforts to keep the Company informed with respect to all material activity concerning the status of the Equity Financings contemplated by the Equity Commitment Letters and shall give the Company prompt notice of: (A) any breach of any material provisions of either Equity Commitment Letter or any definitive document related to the Equity Financings by any party to either Equity Commitment Letter or definitive document related to the Equity Financings of which it has actual knowledge; (B) the receipt by it of any written notice or other written communication from any Sponsor for the Equity Financings with respect to any (x) actual or potential breach, default, termination or repudiation by any party to either Equity Commitment Letter or any definitive document related to the Equity Financings of any material provisions of either Equity Commitment Letter or any definitive document related to the Equity Financings or (y) material dispute or disagreement between or among any parties to either Equity Commitment Letter or any definitive document related to the Equity Financings; and (C) the occurrence of an event or development that Purchaser believes would reasonably be expected to have a material and adverse impact on the ability of Purchaser to obtain all or any portion of the Equity Financings contemplated by either Equity Commitment Letter on the terms, in the manner or from the sources contemplated by the Equity Commitment Letters or the definitive documents related to the Equity Financings. As soon as reasonably practicable, Purchaser shall provide any information reasonably requested by the Company or by a Majority-in-Interest of the Sellers relating to any circumstance referred to in the immediately preceding sentence.

(c) The Company shall not, and shall not permit Super Holdco to, agree to any amendment or modification to, or any waiver of any provision under any Debt Commitment Letter without the consent of Purchaser (such consent not to be unreasonably witheld, delayed or conditioned). The Company shall not, and shall not permit Super Holdco to, agree to any amendment or modification to, or any waiver of any provision under any Debt Commitment Letter without the consent of a Majority-in-Interest of the Sellers, other than any amendment, modification or waiver that would not (i) reduce the amount of the Debt Financing, (ii) add a condition, or make more onerous any existing condition, to the availability of the Debt Financing or (iii) otherwise reasonably be expected to prevent, or materially delay or impair, the availability of the Debt Financing or the consummation of the transactions contemplated by this Agreement. Subject to the immediately preceding sentence, the Company shall, and shall cause Super Holdco, to amend the Debt Commitment Letter in any manner requested by Purchaser and consented to by the Company (such consent not to be unreasonably withheld, delayed or conditioned) and the Financing Sources.

(d) The Company shall, and shall cause Super Holdco to, use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable in connection with the Debt Financing on the terms and conditions described in each Debt Commitment Letter. Without limiting the generality of the foregoing, the Company shall, and shall cause Super Holdco to, use its commercially reasonable efforts to (i) maintain in effect each Debt Commitment Letter, (ii) satisfy on a timely basis all conditions (to the extent within its control) to obtaining the Debt Financing, (iii) negotiate and enter into definitive agreements with respect thereto on terms and conditions contained in each Debt Commitment Letter, including with respect to conditionality, and otherwise on terms subject to the approval of Purchaser, not to be unreasonably withheld or delayed, (iv)

consummate the Debt Financing in accordance with the terms and conditions of the Debt Commitment Letter and the definitive agreements with respect thereto at or prior to the Closing and (v) enforce all of its rights and remedies under each Debt Commitment Letter to cause the Financing Sources party thereto that are providing the Debt Financing to fund the Debt Financing in order to consummate the transactions contemplated by this Agreement on the terms hereof (including, without limitation, by commencing litigation against any such Financing Sources in order to cause the Debt Financing to be funded in accordance with the terms of such Debt Commitment Letter). Notwithstanding the foregoing, neither the Debt Financing nor the issuance of the Senior Unsecured Notes shall be consummated prior to the Closing Date without the prior written consent of the Purchaser, the Company and a Majority-in-Interest of the Sellers.

(e) (i) The Company shall use its commercially reasonable efforts to keep Purchaser informed with respect to all material activity concerning the status of the Debt Financing contemplated by each Debt Commitment Letter (including, for avoidance of doubt, the Original Debt Commitment Letter) and shall give Purchaser prompt notice of: (A) any breach of any material provisions of any Debt Commitment Letter or any definitive document related to a Debt Financing by any party to any Debt Commitment Letter or definitive document related to a Debt Financing of which it has actual knowledge; (B) the receipt by it of any written notice or other written communication from a Financing Source for a Debt Financing with respect to any (x) actual or potential breach, default, termination or repudiation by any party to any Debt Commitment Letter or any definitive document related to a Debt Financing of any material provisions of any Debt Commitment Letter or any definitive document related to a Debt Financing or (y) material dispute or disagreement between or among any parties to any Debt Commitment Letter or any definitive document related to a Debt Financing; and (C) the occurrence of an event or development that the Company believes would reasonably be expected to have a material and adverse impact on the ability of Super Holdco or CCH I, as applicable, to obtain all or any portion of a Debt Financing contemplated by any Debt Commitment Letter on the terms, in the manner or from the sources contemplated by any Debt Commitment Letter or the definitive documents related to a Debt Financing. As soon as reasonably practicable, the Company shall provide any information reasonably requested by Purchaser or a Majority-in-Interest of the Sellers relating to any circumstance referred to in the immediately preceding sentence.

(ii) If, at any time prior to the termination of this Agreement without the Closing occurring, as the same may be extended pursuant to Section 2.1, any portion of the Debt Financing shall become unavailable on the terms and conditions contemplated by the Original Debt Commitment Letter or shall expire or terminate for any reason, then (x) the Company shall promptly notify Purchaser and (y) Purchaser shall use commercially reasonable efforts to promptly arrange and obtain, and, if obtained, will promptly (and in any event, no later than one (1) Business Day following the execution of the same) provide the Company and the Sellers with a copy of, a new financing commitment (other than the Seller Financing or Purchaser Financing) that has been approved by the Company (such approval not to be unreasonably withheld or delayed) and that provides for an amount of debt financing sufficient to consummate the transactions contemplated by this Agreement and contains terms and conditions no less favorable in the aggregate to Purchaser and the Company than those contained in the Original Debt Commitment Letter as originally issued, as promptly as practicable following the occurrence of such event (an "Alternate Financing Commitment"; and the financing thereunder,

the "Alternate Financing"). Any Alternate Financing Commitment may be made by some or all of the Financing Sources that are parties to the Original Debt Commitment Letter as originally issued or another bona fide lender or lenders of national reputation acceptable to Purchaser and reasonably capable of fulfilling their obligations under such Alternate Financing Commitment. If, at any time prior to the termination of this Agreement without Closing occurring, as the same may be extended pursuant to Section 2.1, any portion of the Debt Financing in a Debt Commitment Letter issued in respect of an Alternate Financing (an "Alternate Financing Commitment Letter") shall become unavailable on the terms and conditions contemplated by the Alternate Debt Commitment Letter or shall expire or terminate for any reason, then Purchaser shall continue to follow the steps set forth in subsections (ii)(x) and (y) above with respect to a new Alternate Financing Commitment Letter and Alternate Financing until such time that all of the conditions set forth in Sections 8.1 and 8.3 have been satisfied or validly waived. In the event that Purchaser delivers to the Company a new financing commitment that provides for an amount of debt financing sufficient to consummate the transactions contemplated by this Agreement in accordance with subsections (ii)(x) and (y) above, whether or not the terms thereof are no less favorable to Purchaser and the Company than those contained in the Original Debt Commitment Letter, and the Company declines to approve such financing commitment, then Purchaser shall thereafter be conclusively deemed to have complied with this Section 7.8 (e)(ii).

(iii) The term "Alternate Financing" will be deemed a "Debt Financing" as such term is used in this Agreement (but, for the avoidance of doubt, excludes any Purchaser Financing or Seller Financing).

(f) In the event that (i) all of the conditions set forth in Sections 8.1 and 8.3 have been satisfied or validly waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and Purchaser fails to complete the Closing by the date the Closing is required to have occurred pursuant to this Agreement, including Section 2.1, (ii) a Majority-in-Interest of the Sellers has irrevocably confirmed in a written notice delivered to Purchaser that the Sellers stand ready, willing and able for the Closing to occur, (iii) one or more of the Financing Sources does not provide its respective portion of such Debt Financing (regardless of whether the terms and conditions to the Debt Financing set forth in the applicable Debt Commitment Letter have been satisfied) and (iv) after a written request by a Majority-in-Interest of the Financing Sellers (a "Seller Request for Purchaser Financing"), Purchaser does not deliver a Purchaser Financing Notice within five (5) days following such written request stating that it will provide the Purchaser Financing sufficient to cause the Closing to occur pursuant to Section 7.8(g), or if the Closing has not occurred within five (5) days following delivery of any such Purchaser Financing Notice, then a Majority-in-Interest of the Financing Sellers shall have the right (but not the obligation), in their sole discretion and at any time following the satisfaction of the conditions set forth in clauses (i) through (iv) above (including the expiration of the foregoing periods without the Closing occurring), to deliver to Purchaser and the Company a Seller Financing Notice. In the event that a Majority-in-Interest of the Financing Sellers so delivers a Seller Financing Notice, Purchaser and the Company shall as promptly as commercially practicable, and subject to the satisfaction or waiver of the conditions set forth in Section 8.2 and 8.3 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) accept the Seller Financing and the Company shall (or shall cause the applicable Company Subsidiaries to) execute and deliver the definitive agreements for the Seller Financing (drafts of which shall be prepared by counsel to Sellers and negotiated in good faith by

the Financing Sellers, Purchaser and the Company) and use the Seller Financing, together with the funds provided pursuant to the Debt Financing (if any) and the Equity Commitment Letters, to consummate the Closing and pay the Purchase Price and all related fees and expenses. Without limiting the generality of the foregoing, Purchaser and the Company shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to provide for the Seller Financing including, without limitation, as to the Company, executing and delivering to the Financing Sellers the definitive agreements for the Seller Financing as promptly as commercially practicable (but in any event within five (5) Business Days of the Financing Sellers delivering definitive drafts of the Seller Financing agreements that are described in the Seller Financing Notice and as otherwise provided in Section 7.8(f)). Nothing in this Section 7.8(f) shall prejudice any of the rights of the Sellers or the Company under any of the provisions of Section 7.8(a) through (e). In the event that the Financing Sellers deliver a Seller Financing Notice and provide the Seller Financing, Purchaser shall, or shall cause its designee to, fund in cash as additional Seller Financing (and on the same terms and conditions as the Seller Financing including fees as contemplated by clause (B) of the definition of Seller Financing Notice) an amount equal to the Debt Consideration less the sum of (i) the Seller Financing provided by the Sellers and (ii) the amount of any Debt funded by Financing Sources pursuant to a Debt Financing, but not in excess of [Redacted], to the borrower or borrowers under the Seller Financing.

(g) In the event that (i) the conditions set forth in Section 7.8(f)(i) through (iii) have been satisfied, then Purchaser shall have the right (but not the obligation), until five (5) days following the receipt by Purchaser of the Seller Request for Seller Financing, to elect to provide Purchaser Financing by delivering to the Company and Sellers a Purchaser Financing Notice. In the event that a Purchaser Financing Notice is so delivered, the Company shall as promptly as commercially practicable, and subject to the satisfaction or waiver of the conditions set forth in Sections 8.1 and 8.3 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), accept the Purchaser Financing, and Purchaser and the Company shall execute and deliver the definitive agreements for the Purchaser Financing (drafts of which shall be prepared by counsel to Purchaser and negotiated in good faith by Purchaser and the Company) subject only to the condition that such definitive agreements for Purchaser Financing shall contain the terms and conditions provided in the Purchaser Financing Notice, and solely to the extent not expressly provided in the Purchaser Financing Notice, on terms and conditions that are otherwise reasonably satisfactory to the Company and Purchaser, and Purchaser shall use the Purchaser Financing, together with the funds provided pursuant to the Equity Commitment Letters, to consummate the Closing and pay the Purchase Price and all related fees and expenses. Without limiting the generality of the foregoing, Purchaser and the Company shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Purchaser Financing on the terms and conditions provided in the Purchaser Financing Notice, and solely to the extent not expressly provided in the Purchaser Financing Notice, on terms and conditions that are otherwise reasonably satisfactory to the Company and Purchaser, including, without limitation, executing and delivering to Purchaser the definitive agreements for the Purchaser Financing. Nothing in this Section 7.8(g) shall prejudice any of the rights of the Sellers or the Company under any of the provisions Section 7.8(a) through (f).

7.9 Non-Solicit; Non-Hire.

(a) Each Restricted Holder agrees that, for a period of [Redacted] following the Closing Date (the "Restricted Period"), other than with the written consent of Purchaser, such Restricted Holder shall not, and shall not direct or encourage any of its Affiliates to, (i) hire any individual who is or was, at any time during the Restricted Period, employed or otherwise engaged by the Company, any of the Company Subsidiaries, C3, or any Subsidiary of C3 with a title of vice president or a title indicating a greater level of responsibility than vice president (each such individual, a "Specified Employee"), or (ii) encourage, induce, attempt to induce, solicit or attempt to solicit any Specified Employee to leave his or her employment with the Company, any of the Company Subsidiaries, C3 or any Subsidiary of C3. Notwithstanding anything to the contrary in this Agreement, (x) a Restricted Holder shall not be deemed to have violated this Section 7.9(a) by virtue of actions taken by any of such Restricted Holders' Affiliates unless such Restricted Holder directs such Affiliate to take such actions, and (y) none of the Restricted Holders nor any of their Affiliates shall be prohibited from engaging in any general public solicitations or hiring any Specified Employee who may respond to such solicitations, so long as any such solicitation is indirect, general in nature and does not specifically target any Specified Employee.

(b) From the date hereof to the Closing, the Company shall not, without the written consent of Purchaser, waive any of its rights under, or consent to an amendment or modification of, any of the terms of Section 1.4 of the Transfer and Termination Agreement.

7.10 Director and Officer Liability and Indemnification.

(a) From and after the Closing, Purchaser shall cause the Company to (i) indemnify and hold harmless each Person who, at any time prior to the Closing, is or was a Covered Person (as such term is defined in the LLC Agreement as in effect on the date hereof) or a director, manager or officer of any Company Subsidiary (each, an "Indemnitee" and, collectively, the "Indemnitees"), with respect to all claims, liabilities, losses, damages, judgments, fines, penalties, costs (including amounts paid in settlement or compromise) and reasonable expenses (including reasonable fees and expenses of legal counsel) in connection with any claim, suit, action, proceeding or investigation (whether civil, criminal, administrative or investigative), whenever asserted, based on or arising out of, in whole or in part, the fact that an Indemnitee was a Covered Person or a director, manager or officer of a Company Subsidiary at, or at any time prior to, the Closing, to the fullest extent permitted under applicable Law, and (ii) assume all obligations of the Company and such Company Subsidiaries to the Indemnitees in respect of indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing as provided in the LLC Agreement and in the certificate of incorporation, by-laws or other organizational documents of such Company Subsidiaries as currently in effect as of the date of this Agreement. Without limiting the foregoing, Purchaser, from and after the Closing, shall cause the New LLC Agreement (and any amendments or restatements thereof) to contain provisions no less favorable to the Indemnitees that were Covered Persons pior to the Closing with respect to limitation of liabilities and indemnification rights than are set forth as of the date of this Agreement in the LLC Agreement which provisions shall not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the Indemnitees that were Covered Persons. In addition, from and after the Closing, Purchaser

shall, and shall cause the Company to, pay any reasonable expenses (including reasonable fees and expenses of legal counsel) of any Indemnitee under this Section 7.10 (including in connection with enforcing the indemnity and other obligations referred to in this Section 7.10) as incurred to the fullest extent permitted under applicable Law, provided that the Person to whom expenses are advanced provides an undertaking to repay such advances to the extent required by applicable Law.

(b) An Indemnitee shall have the right, but not the obligation, to assume and control the defense of any litigation, claim or proceeding relating to any acts or omissions covered under this Section 7.10 (each, a "Claim") with counsel selected by the Indemnitee, which counsel shall be reasonably acceptable to Purchaser; provided, however, that Purchaser shall be permitted to participate in the defense of such Claim at its own expense and Purchaser shall have no liability whatsoever for any settlement affected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Each of Purchaser, the Company and the Indemnitees shall reasonably cooperate in the defense of any Claim. Any Indemnitee wishing to claim indemnification under this Section 7.10, upon learning of any such threatened or actual Claim, shall promptly (and in any event no later than ten (10) Business Days before any applicable deadline to take action in respect of any such Claim) notify the Company and Purchaser in writing; provided that failure to give such notification will not affect the indemnification provided hereunder except to the extent Purchaser will have been materially prejudiced as a result of such failure.

(c) The provisions of this Section 7.10 are (i) intended to be for the benefit of, and shall be enforceable by, each Indemnitee, his or her heirs and his or her representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise. The obligations of Purchaser and the Company under this Section 7.10 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnitee to whom this Section 7.10 applies unless (x) such termination or modification is required by applicable Law or (y) the affected Indemnitee shall have consented in writing to such termination or modification (it being expressly agreed that the Indemnitees to whom this Section 7.10 applies shall be third party beneficiaries of this Section 7.10).

(d) In the event that Purchaser, the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Purchaser and the Company shall assume all of the obligations thereof set forth in this Section 7.10.

(e) Prior to the Closing Date, the Company shall purchase a single tail insurance policy covering each Person currently covered (or covered as of immediately prior to the Closing) by the "directors and officers" insurance policies of the Company or any Company Subsidiary, in each case with respect to matters or circumstances occurring at or prior to the Closing Date, for a period of six years from the Closing Date.

7.11 LLC Agreement Amendment. By its execution of this Agreement, each of the Sellers (whether in its capacity as an owner of Common Units or Preferred Units) hereby approves and consents to the LLC Agreement Amendment. Purchaser hereby acknowledges that the LLC Agreement Amendment is being adopted at the request of Purchaser in order to effectuate the transactions and other matters contemplated hereby, including, without limitation, the exercise of the Drag-Along Rights by the Sellers and the contemplated structuring thereof hereunder, and that the Sellers are hereby approving and consenting to the LLC Agreement Amendment as an accommodation to Purchaser. In addition, effective at the time of the Closing, Purchaser, in its capacity as a member of the Company and the holder of the requisite outstanding Common Units and/or outstanding Preferred Units at such time, hereby ratifies, confirms, consents to, approves and adopts the LLC Agreement Amendment. Promptly after the date hereof, the Sellers shall request that the board of directors of the Company approve the LLC Agreement Amendment, and such approval of the board of directors of the Company of the LLC Agreement Amendment shall be obtained prior to the Closing. The LLC Agreement Amendment shall, by its terms, be effective as of immediately prior to the Closing; provided, however, that should the Closing not occur then the LLC Agreement Amendment shall be null and void and of no force or effect.

7.12 Tax Matters.

(a) The Company has made or shall make a valid election under Section 754 of the Code to adjust the basis of its assets in accordance with Section 743(b) of the Code for the Company's taxable year that ends on (or includes) the Closing Date.

(b) Purchaser shall have the right to prepare the U.S. federal income Tax Return of the Company for the taxable year that ends on (or includes) the Closing Date. Within one hundred and twenty (120) days of the Closing, Purchaser shall provide to the Sellers (at the addresses for each Seller set forth in the notice provisions of Section 10.6 of this Agreement) a proposed allocation of the Flow-Through Purchase Price (plus a proportionate amount of any assumed liabilities, to the extent properly taken into account for U.S. federal income tax purposes) among the assets of the Company for purposes of computing special basis adjustments under Section 743 of the Code and Treasury Regulation Section 1.743-1, for purposes of Section 755 of the Code and the Treasury Regulations thereunder, for purposes of applying Section 751 of the Code and Treasury Regulation Section 1.751-1, and for any other Tax purposes (the "Proposed Allocation"). A Majority-in-Interest of the Sellers shall consent to the Proposed Allocation, or raise any objection to the Proposed Allocation, in writing within thirty (30) days of the delivery of the Proposed Allocation. If a Majority-in-Interest of the Sellers presents an objection to any part of the Proposed Allocation within such time period, Purchaser and a Majority-in-Interest of the Sellers shall negotiate in good faith to resolve any such objection within twenty (20) days after delivery of any such objection by a Majority-in-Interest of the Sellers. If Purchaser and a Majority-in-Interest of the Sellers cannot resolve any objection raised by a Majority-in-Interest of the Sellers with respect to the Proposed Allocation, the parties shall promptly submit such dispute to a nationally-recognized independent accounting firm to be agreed upon by the parties (the "Independent Accountant") for resolution. Promptly, but no later than twenty (20) days after submission of the dispute to the Independent Accountant, the Independent Accountant shall determine, based solely on written submissions by Purchaser and a Majority-in-Interest of the Sellers, and not by independent review, only those issues in dispute

and shall render a written report as to the resolution of the dispute. The fees, costs and expenses of the Independent Accountant shall be borne fifty percent (50%) by Purchaser and fifty percent (50%) by those Sellers that receive any portion of the Flow-Through Purchase Price pro rata based on the number of Common Units held by such Sellers as of immediately prior to the Closing. The Proposed Allocation, as amended by the final resolution of the Independent Accountant, shall be binding upon Purchaser and the Sellers and their Affiliates and shall be the final allocation (the "Allocation"). Purchaser, Sellers and the other parties hereto shall (i) file all Tax Returns consistently with the Allocation and (ii) not take any action inconsistent with such allocation except as otherwise required by Law; provided that nothing in this clause (ii) shall prevent Purchaser, any Seller or any other party hereto from entering into any settlement or other agreement with any applicable Tax authority. If Purchaser, any Seller or any other party hereto makes any change with respect to the Allocation in accordance with the preceding sentence, such party shall promptly notify, in writing, the Company of such change or inconsistent position and the Company shall notify the other parties at the addresses that the Company has in its records for such parties (or, with respect to any Seller, the address described in Section 10.6) as of the Closing Date, unless the Company has received written notice from any party of a change of address for notices. A Majority-in-Interest of the Sellers, Purchaser and the Company shall, and shall cause their respective representatives to, reasonably cooperate and assist in the preparation of the Proposed Allocation and in the conduct of the review of the Proposed Allocation referred to in this Section 7.12, including the making available to the extent necessary of books, records, work papers and personnel.

(c) Purchaser, Sellers and the Preferred Holders shall give effect to the transfer of the Purchased Interests as of the Closing Date and the Company shall allocate pursuant to Section 706 of the Code between Purchaser and Sellers and the Preferred Holders based on a closing of the books as of the Closing Date all items of income, gain, loss, deduction and credit attributable to the Purchased Interests for the applicable taxable year of the Company in which the Closing Date occurs.

(d) Within ninety (90) days following the end of the calendar year in which the Closing Date occurs, the Company shall use its reasonable best efforts to send to each Person that was a member of the Company during the period prior to the Closing with respect to such calendar year an IRS Schedule K-1 (or any successor schedule or form) together with such additional information as may be necessary for such Person to file his, her or its U.S. federal income Tax Returns.

(e) Purchaser agrees that it shall not, and shall not cause its Affiliates to, make any election under Treasury Regulation Section 301.7701-3 (or any analogous provisions of state, local or foreign Tax law) that would be effective for any period prior to or including the Closing Date to treat any Blocker Owner as an association taxable as a corporation.

(f) Not later than three Business Days prior to the Closing Date, the Company shall deliver to each Blocker Corp Seller an affidavit reasonably acceptable to the Blocker Corp Sellers, signed by an appropriate officer of the Company, certifying that (i) to such officer's knowledge and belief, as of the date of the delivery of such affidavit (A) Cebridge Connections Finance Corp. ("CCFC") would not have been treated as a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) at any time during the applicable

period specified in Section 897(c)(1)(A)(ii) of the Code and (B) the Company would not have been treated as a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) at any time during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code if the Company were actually treated as a corporation for U.S. federal income tax purposes during such period, with such determination being made without taking into account the ownership by the Company of CCFC, and (ii) the Company acknowledges that such Blocker Corp Seller is relying on such affidavit for purposes of complying with its obligations under Section 2.7(b)(ii)(z).

7.13 Further Assurances. From time to time, as and when requested by any party hereto, any other party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement, including, without limitation, executing and delivering to such other party such assignments, deeds, bills of sale, consequences, powers of attorneys, consents and other instruments as such other party or its counsel may reasonably request as necessary or desirable for such purpose.

7.14 Disclosure Schedule Updating.

(a) From time to time following the date hereof and until the Closing Date, the Company may deliver to Purchaser an updated Company Disclosure Schedule with additional disclosures which, if existing or occurring as of the date hereof, would have been required to be set forth or described in the Company Disclosure Schedule. Notwithstanding the foregoing, (a) the delivery of such updated Company Disclosure Schedule shall have no impact on, and shall not be taken into account in connection with, any breach of any representation or warranty which may have occurred as of the date of this Agreement or the Closing Date and (b) no such amended or supplemental information will constitute any waiver of any action Purchaser may be permitted to take based on a Material Adverse Effect, in each case, except with respect to updates to Section 3.2 of the Company Disclosure Schedule as permitted by Section 3.2 hereof.

(b) The Company and the Sellers shall give Purchaser prompt notice of the material breach of any representation or warranty of the Company or any of the Sellers of which the Company or any of the Sellers, as applicable, becomes aware that if occurring or continuing to occur as of the Closing Date, would cause the conditions set forth in Section 8.1 not to be satisfied. Purchaser shall give the Company and the Sellers prompt notice of the material breach of any representation or warranty of Purchaser of which it becomes aware that if occurring or continuing to occur as of the Closing Date, would cause the conditions set forth in Section 8.2 not to be satisfied.

7.15 Confidentiality.

(a) Each party acknowledges that the information being provided to it or its Representatives in connection with the transactions contemplated hereby is subject to the terms

of the Confidentiality Agreement, the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate and be of no further force and effect.

(b) From and after the Closing Date, each Seller shall, and shall cause his, her or its respective Affiliates and representatives to, not disclose to any Person information concerning the Company or the Company Subsidiaries, or any information in connection with the assets, business and operations of the foregoing ("Company Confidential Information"); provided, that:

(i) The Company Confidential Information shall not include information (x) that is or becomes known to the public in general other than by reason of a breach by any Seller or his, her or its respective Affiliates or Representatives of this Section 7.15 or (y) with respect to a Seller, that is or has been disclosed to such Seller by a third party without a breach of any confidentiality obligation that such third party has to the Company, the Company Subsidiaries or any of their respect Representatives and that such Seller has knowledge of after due inquiry.

(ii) Except as may be agreed to separately in writing by Purchaser with regard to the confidentiality obligations of a board observer, each Seller shall have the right hereunder to disclose Company Confidential Information to its Representatives who owe such Seller a legally binding confidentiality obligation; provided that such Seller informs such Representatives that such information is confidential and directs such Representative to maintain the confidentiality of such information; and

(iii) In the event that any Seller or any of its Representatives is required by a Governmental Body to disclose any Company Confidential Information for legal or regulatory reasons, prior to making such disclosure, such Seller will promptly notify in writing the Company and Purchaser, unless prohibited by Law, to permit the Company, at its sole expense, to seek a protective order or to take other appropriate action. Such Seller will also, and will direct its Representatives to, cooperate as reasonably requested by the Company in connection with the Company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded such information (at the Company's expense). If, in the absence of a protective order or other remedy or the receipt or waiver by the Company, such Seller or any of its Representatives become, based on advice of counsel, legally compelled to disclose Company Confidential Information to such Governmental Body or else stand liable for contempt or suffer other censure or penalty, such Seller or its Representative, as the case may be, may disclose only the part of the Company Confidential Information which counsel advises is legally required to be disclosed. It is hereby understood that banking regulatory authorities with jurisdiction over a Seller or its Representatives may conduct ordinary course examinations of books and records of a Seller or its Representatives, and that disclosure of Company Confidential Information in such circumstances solely for the purposes of examination may occur without prior written notice or consent of the Company or Purchaser or compliance with the provisions of this Section 7.15(b); provided, that in the event such examination is not in the ordinary course, or is targeted at the transactions contemplated by this Agreement, the Company, the Company Subsidiaries, Purchaser or any of their respective Affiliates or Representatives, such Seller or

Representative shall be required to give the Company and Purchaser notice and otherwise comply with the provisions of this Section 7.15(b).

(c) Each Seller shall be responsible for any breach of this Section 7.15 by its Affiliates or Representatives or any other Person to whom such Seller discloses Company Confidential Information and to undertake commercially reasonably precautions to safeguard and protect the confidentiality of the Company Confidential Information.

7.16 Certain Financing Matters.

(a) Promptly following the date of this Agreement, the Company or the Company Subsidiaries shall prepare the financial statements for Super Holdco required by the Debt Commitment Letter (the "Company Financial Statements") and shall cause the Company Financial Statements to be completed and delivered to Purchaser on or prior to the date that is ten (10) Business Days prior to the date that is the Closing Date or such earlier date as would be required so as to permit Super Holdco to comply with its obligations under the Debt Commitment Letter. Notwithstanding the foregoing, the requirements of this Section 7.16(a) (except for the last sentence hereof) shall terminate and be of no further force and effect if (i) CCH I is the issuer or borrower under any Debt Financing or other financing the primary purpose of which is to fund a portion of the Purchase Price hereunder (including, without limitation the financing contemplated by a Debt Commitment Letter or any notes offering) (a "Purchase Price Financing") and (ii) Super Holdco is not an issuer or borrower in respect of any such Purchase Price Financing. In addition, promptly following the date of this Agreement, the Company shall prepare Unaudited Financial Statements for the Company, which shall include a balance sheet, profit and loss statement and statement of cash flows, without footnotes, for the fiscal year ended December 31, 2011 and the three-month period ended March 31, 2012, in each case, prepared in accordance with the books and records of the Company and GAAP (applied on a consistent basis), and deliver the same to Purchaser on or prior to the Closing.

(b) [Redacted]

7.17 Section 280G Matters. The Company shall use its commercially reasonable efforts as soon as practicable after the date hereof (but in no event later than the fifth Business Day immediately prior to the Closing Date), to obtain from each person to whom any payment or benefit is required or proposed to be made that could constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code) a written agreement waiving such person's right to receive some or all of such payment or benefit (the "Waived Benefit") so that all remaining payment or benefit applicable to such person shall not be deemed to be a parachute payment that would not be deductible under Section 280G of the Code, and to accept in substitution for the Waived Benefit the right to receive such remaining payment or benefit only if approved by the stockholders of the Company in a manner that complies with Section 280G(b)(5)(B) of the Code. Each such waiver shall identify the specific Waived Benefit and shall provide that if such stockholder approval is not obtained, such payments shall not be made and such persons shall have no right or entitlement with respect thereto. As soon as practicable thereafter, but in any event prior to the Closing Date, the Company shall seek stockholder approval in a manner that complies with Section 280G(b)(5)(B) of the Code of all such payments that have been conditioned on the receipt of such approval. The determination of which payments may be

deemed to constitute parachute payments, the form of each such waiver, and the disclosure and other circumstances of any such stockholder approval shall be provided to Purchaser for Purchaser's advance review and comment.

7.18 Blocker Reorganization.

(a) Blocker Owner Formation and Contribution. Following the date of this Agreement and prior to the Closing, each Blocker Corp Seller shall effect the Blocker Reorganization by (i) forming a Blocker Owner by filing, or causing to be filed, a certificate of formation with the Secretary of State of the State of Delaware, substantially in the form attached as Exhibit M hereto, (ii) contributing, or causing to be contributed, (A) all of the outstanding equity owned by such Blocker Corp Seller and (B) the debt securities, if any, owned by such Blocker Corp Seller or its direct or indirect owners, in each case of the Blocker Corp partially or wholly owned by such Blocker Corp Seller, to such Blocker Owner in exchange for all of the membership interests of such Blocker Owner, and (iii) entering into a limited liability company agreement of such Blocker Owner, substantially in the form attached as Exhibit N hereto.

(b) Intermediate Entity Liquidation. Following the date of this Agreement and prior to the Closing, each Blocker Corp Seller shall effect an Intermediate Entity Liquidation with respect to any Intermediate Entity partially or wholly beneficially owned by such Blocker Corp Seller by causing such Intermediate Entity to (i) effect a dissolution of itself, in accordance with its governing documents and applicable Law, and (ii) in connection with such dissolution, distribute its assets to the Blocker Corp and the other owner(s) of such Intermediate Entity that own directly and of record all of its outstanding equity interests, such that the Common Units that are owned directly and of record by such Intermediate Entity as of the date hereof are owned directly and of record by such Blocker Corp or another owner of such Intermediate Entity, as applicable, immediately prior to the Closing.

(c) The parties hereto acknowledge and agree that the transactions contemplated by this Section 7.18 may take place on the Closing Date and immediately prior to the Closing.

7.19 Related Agreements. The Company and/or the Sellers, as applicable, shall prepare and deliver to Purchaser prior to the date that is five (5) Business Days before the Closing Date forms of each of the following: (i) the Suddenlink Option Exercise and Sale Letter, (ii) the C3 Option Payment Letter, (iii) the Suddenlink RSU Payment Letter, (iv) the Drag-Along Documents, (v) a certificate consistent with the requirements of Treasury Regulation Section 1.1445-11T(d)(2)(i), (vi) the Leakage Certificate and (vii) a Company closing certificate, each in form and substance reasonably acceptable to Purchaser (collectively, the "Related Agreements").

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Conditions to Purchaser's Obligations. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction of

the following conditions as of the Closing (any or all of which may be waived by Purchaser in its sole discretion to the extent permitted by applicable Law):

(a) The representations and warranties set forth in Sections 3.1, 3.2, 3.3, 4.1, 4.2, 4.3 and 4.5(a)-(b) shall be true and correct in all respects as of the Closing, except for representations and warranties that speak as of a specific date, which only need to be true and correct as of such date, and except with respect to the representations and warranties set forth in Section 3.2 and the penultimate sentence of Section 3.1, such inaccuracies that would have a de minimis effect on Purchaser. The other representations and warranties set forth in ARTICLES III and IV shall have been true and correct in all respects as of the Closing (except for representations and warranties that speak as of a specific date, which only need to be true and correct as of such date) except for such inaccuracies (without regard to all qualifications regarding materiality or Material Adverse Effect) as would not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) The Company and the Sellers shall have performed or complied in all material respects with all of the covenants and agreements required to be performed or complied with by them under this Agreement at or prior to the Closing;

(c) [Redacted]; and

(d) The Blocker Reorganization shall have been completed to the reasonable satisfaction of Purchaser.

(e) [Redacted];

(f) The Company, C3 and any other parties thereto shall have entered into the Amended Management Agreement and no Person has elected to terminate the Management Agreement.

8.2 Conditions to the Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing (any or all of which may be waived by a Majority-in-Interest of the Sellers in their sole discretion, to the extent permitted by applicable Law):

(a) The representations and warranties set forth in ARTICLE V of this Agreement shall have been true and correct as of the Closing Date (except for representations and warranties that speak as of a specific date, which only need to be true and correct as of such date) except for such inaccuracies (without regard to any qualifications regarding materiality or material adverse effect) as would not have nor would not be reasonably expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement;

(b) Purchaser shall have performed or complied in all material respects all of its covenants and agreements required to be performed or complied with by it under this Agreement at or prior to the Closing; and

(c) Simultaneous with the Closing, the Purchase Price shall have been delivered to the Company pursuant to the terms of this Agreement.

8.3 Conditions to All Parties' Obligations. The obligations of Purchaser and the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing (any or all of which may be waived by both of Purchaser in its sole discretion, on the one hand, and a Majority-in-Interest of the Sellers in their sole discretion, on the other hand, in each case to the extent permitted by applicable Law):

(a) [Redacted];

(b) The applicable waiting periods under the HSR Act shall have expired or been terminated;

(c) [Redacted];

(d) The CFIUS Approval shall have been obtained; and

(e) This Agreement shall not have been validly terminated in accordance with Section 9.1.

ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows and in no other manner:

(a) by mutual written consent of Purchaser and a Majority-in-Interest of the Sellers;

(b) at the election of a Majority-in-Interest of the Sellers or Purchaser, upon the issuance by any Governmental Body of an Order or their taking of any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, which Order or any other action shall have become final and non-appealable; provided, further, that no termination may be made under this Section 9.1(b) if the failure to close shall be caused by the action or inaction of the terminating party that, in each case, is a material breach of this Agreement;

(c) at the election of a Majority-in-Interest of the Sellers or Purchaser, on or after [Redacted] (the "Outside Date"), if the Closing shall not have then occurred by the close of business on such date; provided, however, that if on such date the conditions to Closing set forth in Sections 8.1(c), 8.3(b), 8.3(c) and/or 8.3(d) remain unsatisfied, but all other conditions to Closing have been satisfied or validly waived or are capable of being satisfied, such date may be extended from time to time for up to sixty (60) days by either of Purchaser or a Majority-in-Interest of the Sellers; provided that no termination may be made under this Section 9.1(c) if the

failure to close by such Outside Date shall be caused by a material breach of this Agreement by the terminating party;

(d) by Purchaser, upon a material breach of any covenant or agreement on the part of the Company or any of the Sellers set forth in this Agreement, or if any representation or warranty of the Company or any of the Sellers shall have become untrue, in either case such that if occurring or continuing to occur on the Closing Date, it would cause the conditions set forth in Sections 8.1(a) or 8.1(b) not to be satisfied and such breach is not waived or cured, or is incapable of being cured by the Company or the applicable Seller(s) within thirty (30) days (but no later than the Outside Date) after written notice thereof is given to the Company, C3 or the Sellers; provided, that no termination may be made under this Section 9.1(d) if (x) Purchaser is at such time in material breach of the Agreement so as to cause any of the conditions set forth in Sections 8.2 and 8.3 not to be satisfied [Redacted];

(e) by a Majority-in-Interest of the Sellers, upon a material breach of any covenant or agreement on the part of Purchaser set forth in this Agreement, or if any representation or warranty of Purchaser shall have become untrue, in either case such that if occurring or continuing to occur on the Closing Date, it would cause the conditions set forth in Sections 8.2(a) or 8.2(b) not to be satisfied and such breach is not waived or cured, or is incapable of being cured by Purchaser within thirty (30) days (but no later than the Outside Date) after written notice thereof is given to Purchaser; provided, that no termination may be made under this Section 9.1(e) if the Company, C3 or any Seller is at such time in material breach of this Agreement so as to cause any of the conditions set forth in Sections 8.1 and 8.3 not to be satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, this Agreement shall become void and have no effect without any liability or obligation on the part of any party hereto or any of their respective directors, officers, employees, partners, members, stockholders or other Affiliates, except (a) subject to the last sentence of this Section 9.2, that no such termination shall relieve any party hereto for any liability for damages resulting from any breach by such party of this Agreement that arose prior to such termination, (c) that all rights and obligations of any party hereto shall cease, except for the rights and obligations set forth in the provisions of Sections 3.24, 4.6, and 5.7 relating to brokers' fees, Section 10.3 relating to public announcements, Section 10.5 relating to the parties' expenses, Section 10.6 relating to notices, Section 10.14 relating to governing law, Section 10.15 relating to submission to jurisdiction, Section 10.17 relating to no personal liability of directors, officer, owners, etc. and this Section 9.2, which shall survive the termination hereof. Notwithstanding anything to the contrary contained in this Agreement, neither Purchaser nor its Affiliates nor any of their respective directors, officers, employees, partners, members, stockholders or other Affiliates shall have any liability for damages under this Agreement arising out of the breach of Purchaser's obligation to deliver any portion of the Purchase Price or consummate the Closing upon the satisfaction or waiver of the conditions set forth in Sections 8.1 and 8.3 if (1) one or more of the financing institutions fails to provide its respective portion of such Debt Financing and, (2) Purchaser is not otherwise in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement; provided that neither Purchaser nor its Affiliates nor any of their respective directors, officers, employees, partners, members, stockholders or other Affiliates shall be liable for damages hereunder unless and to the extent

that such damages are directly attributable to Purchaser's material breach of its representations, warranties or covenants.

ARTICLE X

MISCELLANEOUS

10.1 Survival. None of the representations or warranties set forth in this Agreement shall survive the Closing, except that (a) the Fundamental Representations shall survive until the expiration of the applicable statute of limitations, and (b) all representations and warranties set forth in ARTICLES IV and V (other than Fundamental Representations) shall survive until the date that is [Redacted] from the Closing Date. The covenants and agreements set forth in this Agreement that are to be performed prior to the Closing shall terminate at, and not survive, the Closing. Each of the covenants and agreements set forth in this Agreement that is to be performed at or after the Closing shall survive until the end of the statute of limitations applicable to such covenant or agreement. Notwithstanding the foregoing, if a claim is submitted in writing by the party hereto alleging a breach of a representation, warranty, covenant or agreement herein to the party hereto that is alleged to have committed such breach, setting forth in reasonable detail a description of the claim, the amount thereof and the basis thereof, prior to the expiration of the survival period for such representation, warranty, covenant or agreement otherwise set forth herein, then such claim shall survive until the time that it is fully and finally resolved.

10.2 Investigation. Any investigation or other examination that may be made at any time or on behalf of any party to which representations, warranties and covenants are made shall not limit, diminish or in any way affect the specific representations, warranties and covenants made to them in this Agreement and the parties may rely on the specific representations, warranties and covenants in this Agreement, irrespective of any information obtained or known by them by any investigation, examination or otherwise that any such representation or warranty is or may not be true and correct in any respect or that any covenant will not be performed in any respect.

10.3 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated by this Agreement shall be issued or made without the joint approval of Purchaser, the Company and a Majority-in-Interest of the Sellers, unless required by (i) Law (in the reasonable opinion of counsel), in which case, the non-disclosing parties shall, to the extent practicable, consult with the other parties with respect to timing and contents (ii) solely in the case of the Company, any obligation imposed on the Company under its Indenture, including its contractual obligation thereunder to make filings and disclosures as if it were a reporting company under the Exchange Act of 1934, which, in either case, Purchaser, the Company and a Majority-in-Interest of the Sellers shall have the right to review and comment on such press release or announcement prior to publication; provided that any Seller that is not a natural person shall be entitled to communicate with its and its Affiliates' investors relating to this Agreement and the transactions contemplated by this Agreement without the consent of any other party hereto, and provided further, that following the issuance of the initial press release issued in connection with the transactions contemplated by this Agreement, the Company may, without the approval of the Sellers, following reasonable prior

notice to and consultation with Purchaser, include providing Purchaser with a right to review and comment on any release, announcement or other communication, communicate with employees, customers and suppliers of the Company and the Company Subsidiaries regarding this Agreement and the transactions contemplated by this Agreement, and Purchaser will have the right to participate in any presentations or other discussions with such employees, customers and suppliers. The Company, the Sellers and Purchaser agree that the initial press release to be issued in connection with the transactions contemplated by this Agreement shall be in a form mutually agreed to by the Company, a Majority-in-Interest of the Sellers and Purchaser.

10.4 Attorney Fees. A party in breach of this Agreement shall, on demand, reimburse other parties for all reasonable and documented out-of-pocket expenses, including legal fees and expenses, incurred by such other parties by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other parties may be entitled.

10.5 Expenses. Whether or not the Closing takes place, except as otherwise expressly set forth herein, each party to this Agreement shall bear its own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses, and travel, lodging, entertainment and associated expenses) incurred in connection with the negotiation of this Agreement and the other agreements contemplated by this Agreement, the performance of this Agreement and the other agreements contemplated by this Agreement, and the consummation of the transactions contemplated by this Agreement. The Sellers shall pay the Seller Attributable Transaction Expenses, the Company shall pay the Company Attributable Transaction Expenses and Purchaser shall pay the Purchaser Attributable Transaction Expenses, in each case, as mutually agreed among Purchaser, the Company and a Majority-in-Interest of the Sellers (on behalf of all Sellers), and each Seller hereby agrees and acknowledges that the decision of a Majority-In-Interest of the Sellers shall be final and binding upon all of the Sellers. Without limiting the generality of the foregoing, each of the parties hereto acknowledges that Transaction Expenses shall be subtracted from the aggregate amount of cash proceeds resulting from the transactions contemplated hereby that will be distributed to the Sellers in accordance with the Governing Documents, as set forth herein.

10.6 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below or transmitted by electronic mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day, then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth below, or at such other address as such party may specify by written notice to the other party hereto:

Notices to Purchaser, and, post Closing, also with copies of notices to the Company:

BC Partners, Inc.
667 Madison Avenue
11th Floor
New York, New York 10065
Attention: Raymond Svider
[Redacted]

and

Canada Pension Plan Investment Board
One Queen Street East
Suite 2600, P.O. Box 101
Toronto, Ontario M5C 2W5
Canada
Attention: Erik Levy
[Redacted]

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York NY 10022-4834
Attention: Raymond Lin and Taurie Zeitzer
Facsimile: (212) 751-4864
Email: raymond.lin@lw.com and taurie.zeitzer@lw.com

and with respect to notices to Purchaser under Section 7.8(e), with copies to:

GS Capital Partners V Fund, L.P.
200 West Street
New York, New York 10282
Attention: Bradley Gross and T.J. Carella
Facsimile: (212) 357-5505
Email: Bradley.gross@gs.com and tj.carella@gs.com

with a copy to:

GS Capital Partners V Fund, L.P.
200 West Street
New York, New York 10282
Attention: Mark Lucas
Facsimile: (212) 493-9078
Email: mark.lucas@gs.com

and

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Robert C. Schwenkel and Steven J. Steinman
Facsimile: (212) 859-4000
Email: robert.schwenkel@friedfrank.com and steven.steinman@friedfrank.com

Notices to any Seller:

To the address of such Seller set forth next to such Seller's name on the signature pages to this Agreement or as set forth in such Seller's Joinder

Notices to C3:

Cequel III, LLC
12444 Powerscourt Drive, Suite 450
St. Louis, Missouri 63131
Attention: Wendy Knudsen
Facsimile: (314) 965-0500
Email: Wendy.Knudsen@cequel3.com

with a copy to:

Paul Hastings LLP
75 East 55th Street
New York, New York 10022
Attention: Barry Brooks
Facsimile: (212) 230-7777
Email: barrybrooks@paulhastings.com

Notices to the Company:

Cequel Communications Holdings, LLC
12444 Powerscourt Drive, Suite 450
St. Louis, Missouri 63131
Attention: Wendy Knudsen and Craig Rosenthal
Facsimile: (314) 965-0500 and (314) 315-8325
Email: Wendy.Knudsen@cequel3.com and Craig.Rosenthal@suddenlink.com

with copies to:

Paul Hastings LLP
75 East 55th Street
New York, New York 10022
Attention: Barry Brooks

Facsimile: (212) 230-7777
Email: barrybrooks@paulhastings.com

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

GS Capital Partners V Fund, L.P.
200 West Street
New York, New York 10282
Attention: Bradley Gross and T.J. Carella
Facsimile: (212) 357-5505
Email: Bradley.gross@gs.com and tj.carella@gs.com

with a copy to:

GS Capital Partners V Fund, L.P.
200 West Street
New York, New York 10282
Attention: Mark Lucas
Facsimile: (212) 493-9078
Email: mark.lucas@gs.com

and

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Robert C. Schwenkel and Steven J. Steinman
Facsimile: (212) 859-4000
Email: robert.schwenkel@friedfrank.com and steven.steinman@friedfrank.com

10.7 **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either (a) Purchaser without the consent of a Majority-in-Interest of the Sellers; provided that Purchaser may assign this Agreement or its rights, interests or obligations hereunder to any Affiliate of Purchaser without the prior consent of any party; provided, further, that no such assignment shall limit or affect the assignor's obligations hereunder; (b) the Company without the consent of Purchaser and a Majority-in-Interest of the Sellers, (c) subject to Section 10.10(c), any Seller without the consent of Purchaser and a Majority-in-Interest of the Sellers and (d) C3 without the consent of Purchaser and a Majority-in-Interest of the Sellers. Any attempted assignment in violation of this Section 10.7 shall be null and void and of no force and effect.

10.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.9 Enforcement.

(a) 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, subject to Section 10.9(b), Purchaser and a Majority-in-Interest of the Sellers shall each be entitled to seek specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Delaware State or federal court (this being in addition to any other remedy to which such party is entitled at law or in equity). Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at Law would be adequate and (ii) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

(b) Notwithstanding anything in this Agreement to the contrary, it is acknowledged and agreed that a Majority-in-Interest of the Sellers shall be entitled to seek specific performance of Purchaser's obligations to cause the Equity Financing to be funded pursuant to Section 7.8(b) and to consummate the Closing only in the event that each of the following conditions has been satisfied: (i) all of the conditions set forth in Sections 8.1 and 8.3 have been satisfied or validly waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and Purchaser fails to complete the Closing by the date the Closing is required to have occurred pursuant to this Agreement, including Section 2.1, (ii) the Debt Financing and any Purchaser Financing or Seller Financing used to pay a portion of the Purchase Price in accordance with the terms hereof has been funded or will be funded at the Closing if the Equity Financing is funded at the Closing, and (iii) a Majority-in-Interest of the Sellers has irrevocably confirmed in a written notice delivered to Purchaser and the Financing Sources that if specific performance is granted and the (x) Equity Financing and (y) Debt Financing, Purchaser Financing and/or Seller Financing are funded, the Sellers stand ready, willing and able for the Closing to occur. For the avoidance of doubt, and in all respects subject to Section 9.2, the parties hereto hereby acknowledge and agree that, for all purposes of this Agreement, Purchaser shall be in material breach of this Agreement if the conditions set forth in clauses (i), (ii) and (iii) of the immediately preceding sentence are satisfied and Purchaser does not comply with its obligations to cause the Equity Financing to be funded pursuant to Section 7.8(b) and to consummate the Closing in accordance with Section 2.1.

10.10 Amendment and Waiver; Joinder.

(a) Subject to applicable Law, except as provided herein, any provision of this Agreement or the Disclosure Schedules or exhibits hereto may be amended, supplemented or changed only by an instrument in writing signed by Purchaser, the Company and a Majority-in-Interest of the Sellers; provided, that the observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such

waiver. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

(b) If any Common Holder is not a party to this Agreement as of the date hereof, such Common Holder may become a party to this Agreement following the date hereof by executing a joinder, in the form attached hereto as Exhibit J (a "Joinder"). Upon the execution and delivery of such Joinder to Purchaser, any such Common Holder shall be a Seller hereunder and shall be bound by all obligations of, and entitled to all rights of, a Seller under this Agreement. Any such Joinder shall form part of this Agreement for all purposes hereunder. After the execution and delivery of any Joinder, the parties hereto shall promptly amend the Ownership Exhibit and, if necessary, the Seller Disclosure Schedule to reflect the information included in such Joinder (including information regarding a Seller's Purchased Interest), and all references to the Ownership Exhibit and/or Seller Disclosure Schedule herein shall be references to the Ownership Exhibit and/or Seller Disclosure Schedules as so amended.

(c) Without limiting the generality of Section 10.10(b), the parties hereto acknowledge and agree that, subject to the terms of the LLC Agreement, notwithstanding anything to the contrary in this Agreement, any Seller may assign its rights and obligations under this Agreement to an Affiliate thereof (i) to which such Seller transfers Common Units or (ii) that owns directly and of record interests in a corporation that owns, directly and of record or beneficially through one or more intermediate entities, Common Units, provided that in each case such Affiliate executes a Joinder pursuant to which it agrees to assume the rights and obligations of such Seller hereunder. In the event of any such assignment, the parties hereto shall promptly amend the Ownership Exhibit and, if necessary, the Seller Disclosure Schedules to reflect the information included in such Joinder, and all references to the Ownership Exhibit and/or Seller Disclosure Schedule herein shall be references to the Ownership Exhibit and/or the Seller Disclosure Schedule as so amended. Notwithstanding anything to the contrary herein, no such assignment shall limit or affect the assignor's obligations hereunder. Any attempted assignment in violation of this Section 10.10 shall be null and void and of no force and effect.

10.11 Complete Agreement. This Agreement and the other agreements, instruments, and documents contemplated by this Agreement or executed in connection herewith (including the Confidentiality Agreement) contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

10.12 Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except that (a) each of the recipients of the Incentive Amount pursuant to Section 2.8(b)(iii) and each of the Indemnitees shall be an express third party beneficiary of the provisions of Section 7.10 and (b) each of the Financing Sources shall be an express third party beneficiary of Section 10.15 and Section 10.17(c) (and without whose consent such Sections may not be amended in any way adverse to the Financing Sources), in each case, with the right to pursue claims for damages and other relief (including specific performance or other equitable relief) solely in the event of any breach thereof.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.14 Governing Law and Waiver of Jury Trial. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto, and all claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to be sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDINGS OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT FINANCING OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10.15 Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in the Court of Chancery of the State of Delaware (or, if the Chancery Court determines that it does not have subject matter jurisdiction, in any appropriate Delaware State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated by this Agreement. Each party hereto agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in the State of Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in the State of Delaware as described herein. Notwithstanding the foregoing, each of the parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any lender or other financial institution party to the Debt Financing in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

10.16 Concerning the Sellers' Counsel. Each of Purchaser and the Sellers, on behalf of themselves and their respective Affiliates, acknowledges and agrees that Fried Frank has acted as counsel for certain of the Sellers in connection with this Agreement and the transactions contemplated hereby, has acted as counsel for certain of the Sellers for several years, and that, in the event of any disputes between the Sellers and Purchaser following the Closing, the Sellers reasonably anticipate that Fried Frank may represent them in such matters. Accordingly, each of Purchaser and each Seller hereby consents to Fried Frank's representation of any or all of the

Sellers who elect such representation in any post-Closing matter in which the interests of Purchaser and any of the Sellers are adverse, whether or not such matter is one in which Fried Frank may have previously advised the Sellers or the Company or any of their respective Affiliates, and consent to the disclosure by Fried Frank to the Sellers or any of their respective Affiliates of any information learned by Fried Frank in the course of its representation of the Sellers or any of their respective Affiliates, whether or not such information is subject to attorney client privilege or Fried Frank's duty of confidentiality except that no such disclosure will be permitted with respect to attorney-client privileged information of the Company or any of its Subsidiaries.

10.17 No Personal Liability of Directors, Officers, Owners etc; No Liability of Financing Sources. (a) Without limiting the rights of Purchaser or its Affiliates under and to the extent provided in this Section 10.17, Purchaser acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to, in each case with respect to damages of Purchaser or its Affiliates, any of the former, current or future directors, officers, employees, agents, stockholders, affiliates or assignees of the Sellers (other than the Sellers to the extent provided in this Agreement), through the Sellers or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Sellers against any such Person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise.

(b) Without limiting the rights of the Sellers and their respective Affiliates under and to the extent provided in this Section 10.17, the Sellers acknowledge and agree that they have no right of recovery against, and no personal liability shall attach to, in each case with respect to damages of the Sellers and their respective Affiliates, any of the former, current or future directors, officers, employees, agents, stockholders, Affiliates or assignees of Purchaser or its Affiliates (other than Purchaser to the extent provided in this Agreement and other than the parties to the Purchaser Equity Commitment Letter), through either Purchaser or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability veil, by or through a claim by or on behalf of either Purchaser or any other of its Affiliates against any such Person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise.

(c) [Redacted].

10.18 Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement, document or instrument contemplated by this Agreement, this Agreement shall govern and control.

10.19 Release and Waiver. Except as otherwise provided in this Agreement, from and after the Closing, (i) the Sellers release and forever discharge the Company and the Company Subsidiaries and their respective directors, officers, shareholders, employees, agents, representatives, Subsidiaries, Affiliates, successors and assigns and (ii) each Blocker Corp Seller releases and forever discharges its respective Blocker Corp, Blocker Owner and, to the extent applicable, any Intermediate Entity, and the respective directors, officers, shareholders,

employees, agents, representatives, Subsidiaries, Affiliates, successors and assigns, of and from any and all claims, demands, actions, causes of action, liabilities, damages, expenses and suits of every kind, character and description, known or unknown, at law or in equity, which the Sellers may have had at any time heretofore, may have now or may have at any time hereafter, arising from, relating to, resulting from or in any manner incidental to any and every matter, thing or event whatsoever occurring or failing to occur at any time in the past up to and including the date of this Agreement and, by receipt of the consideration to be received by the Sellers at the Closing, up to and including the Closing, relating to any ownership interest in the Company, the Company Subsidiaries, Blocker Corp and any Blocker Owner.

10.20 LLC Agreement.

(a) The Company and each Seller hereby acknowledges and agrees that there is no right of first offer pursuant to Section 12.9(a) of the LLC Agreement in connection with the transactions contemplated hereby.

(b) The Purchaser shall be admitted to the Company as a member of the Company with respect to the Common Units acquired by it upon such acquisition and following such admission, the applicable Common Holders shall cease to be members of the Company, and upon the payment of the Preferred Holders pursuant to Section 2.2, the Preferred Holders shall cease to be members of the Company.

10.21 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. Section, article, clause, schedule and exhibit references contained in this Agreement are references to sections, articles, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. References in the singular or to "him," "her," "it," "itself," or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is not inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control. The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" has the inclusive meaning frequently identified with the phrase "but not limited to." All references in this Agreement to $ or dollars shall be to United States dollars unless otherwise specified. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party shall use the fact of the setting of the amounts or the fact of the

inclusion of any item in this Agreement, the Disclosure Schedules or exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The parties hereto agree that the Disclosure Schedules are not intended to constitute, and shall not be construed as constituting, representations and warranties of the Company except to the extent expressly provided in this Agreement. The inclusion of any fact or item referenced in one section or sub-section of any of the Disclosure Schedules shall be considered disclosed in each and every other section or sub-section of the Disclosure Schedules (whether or not an explicit cross-reference appears) if the applicability of such matter to the other section or sub-section is reasonably apparent on the face of the Disclosure Schedules. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for information purposes only and do not necessarily include other matters of a similar nature. The information contained in this Agreement, in the Disclosure Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third-party of any matter whatsoever (including any violation of Law or breach of contract). For the avoidance of doubt, disclosure of a particular matter in the Company Disclosure Schedule shall not, solely by reason of such disclosure, be construed to mean that such matter is material or has had or would reasonably be expected to have a Material Adverse Effect. [Redacted].

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

the Company: **CEQUEL COMMUNICATIONS HOLDINGS, LLC**

_____
_____

By:_____
Its: _____

Purchaser: **NESPRESSO ACQUISITION CORPORATION**

_____
_____

By:_____
Its: _____

C3 (in its capacity as Manager of the Company): **CEQUEL III, LLC**

_____
_____

By:_____
Its: _____

the Sellers: [_____]

_____
_____

By:_____
Its: _____

Address:

[_____]
_____
_____

By:_____
Its: _____

Address:
[_____]
_____
_____

EXHIBIT H

CHART OF PRE- AND POST- TRANSACTION CORPORATE STRUCTURE OF CEBRIDGE TELECOM CA AND CEQUEL HOLDINGS

Exhibit H
Pre–Close Ownership Structure

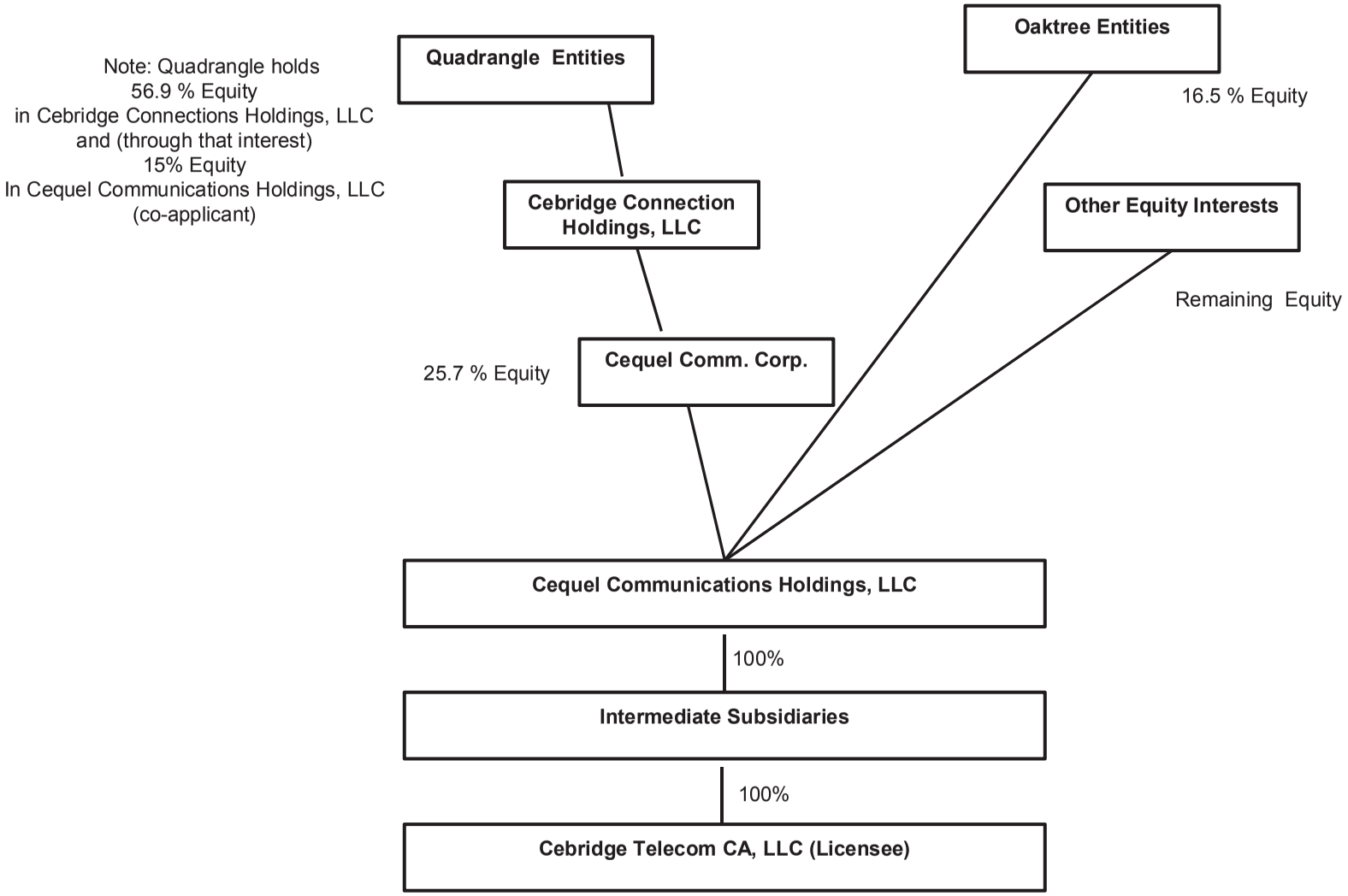
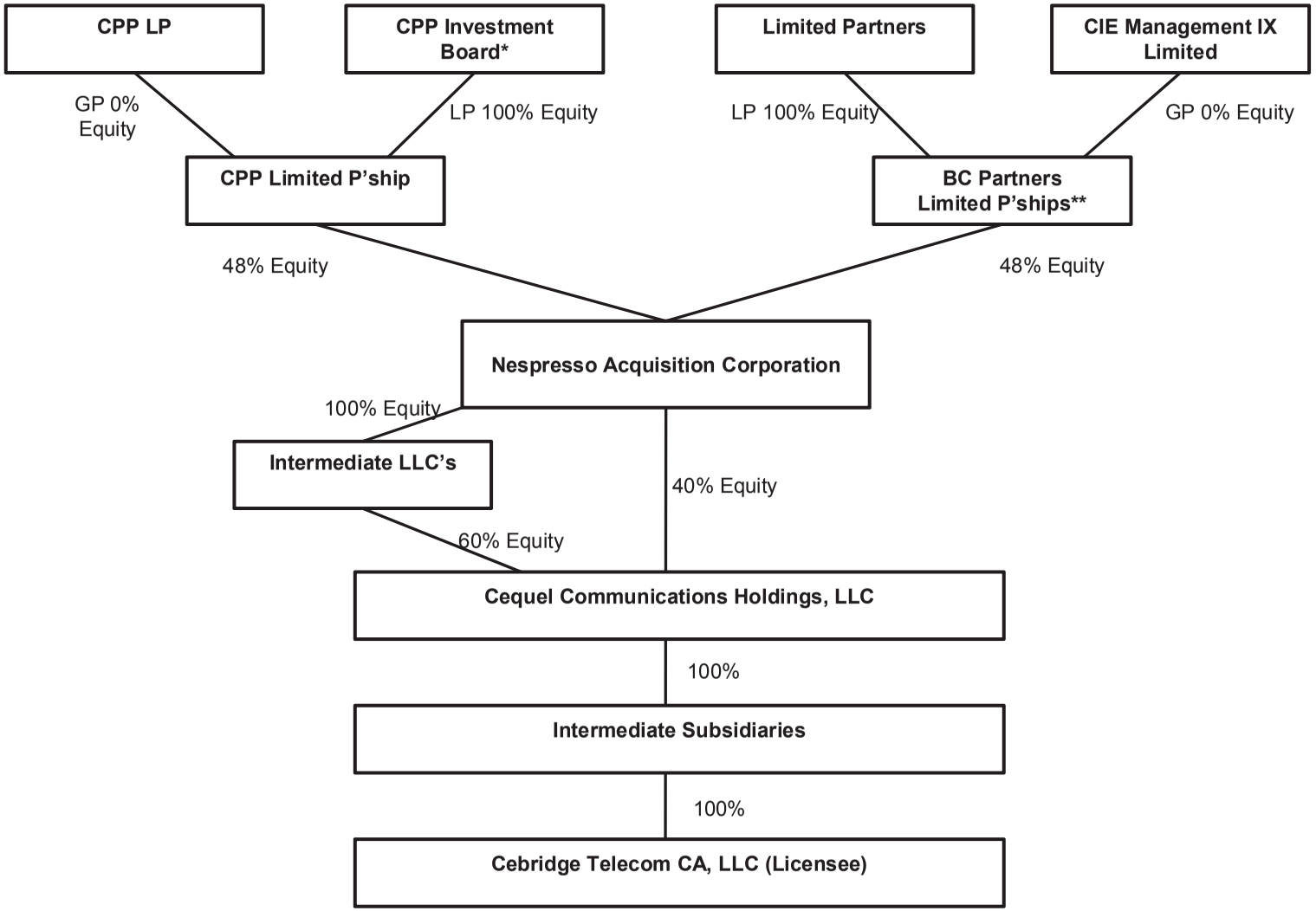


Exhibit H
Post–Close Ownership Structure



* CPP Investment Board is an investment management organization incorporated in Canada which invests the assets of the Canada Pension Plan

** Initially there will be 10-12 limited partnerships, none of which will hold more than 4.5% of the equity of Nespresso Acquisition Corporation. Prior to consummation of the transfer of control, some or all of the limited partners may syndicate a portion of their investments, in effect assigning such portions to one or more additional entities.