

ASSET PURCHASE AGREEMENT

between

SPECTRUM NORTHEAST, LLC

and

CABLE COMMUNICATIONS OF WILLSBORO, INC.

Dated as of May 27, 2021

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), is made as of May 27, 2021, by and among CABLE COMMUNICATIONS OF WILLSBORO, INC., a New York corporation (“Seller”), and SPECTRUM NORTHEAST, LLC, a Delaware limited liability company (“Buyer”). Buyer and Seller are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller is engaged in the business of operating a cable television System (as defined below, and as listed in Schedule A, by headend, franchise, CUID and PSID) that provides customers with multichannel video programming services and high-speed data services in and around the communities (each a “Community” and collectively, the “Communities”) listed in Schedule A; and

WHEREAS, Buyer is engaged in the business of operating cable television systems that provide customers with multichannel video programming services, high-speed data services and VoIP services throughout the United States of America under the brand name “Spectrum” formerly “Charter Communications”; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the assets comprising the System, other than the Excluded Assets (as defined below) on the terms and subject to the conditions set forth in this Agreement; and

AGREEMENT

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this Agreement, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. As used in this Agreement, the following definitions will apply:

“Active Customer” means a customer of the applicable service provided by the Business, but excluding (i) any customer who has a past due balance in excess of \$10 in the aggregate for more than 60 days from the first day of the billing period to which a bill relates, (ii) any video customer who has not paid at least one full month’s payment for services in an amount at least equal to the standard rate for Basic Services (i.e. \$69.95) in the applicable Community, or a reduced rate obtained through a promotion approved in writing by Buyer or as set forth on Schedule 6.1(h) , (iii) any customer of any other service provided by the Business who has not paid at least one full month’s payment for said services in the applicable Community, (iv) any customer, with respect to a service, which service is pending disconnection for any reason, and (v) any customer who was obtained after the date of this Agreement by offers, promotions or marketing practices other than as approved in writing by Buyer or as set forth on Schedule 6.1(h).

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Assets” mean all property, privileges, rights and claim, tangible or intangible, real, personal or mixed, owned or leased, used or otherwise held by Seller or hereafter acquired prior to the Closing Date and used or held for use principally in the conduct of the Business, including the elements of the fiber optic network, System Contracts, Easements, Equipment, Governmental Authorizations, Intangibles, all accounts receivable and prepaid expenses relating exclusively to the Assets or the operation of the System and the Records, but not including the Excluded Assets.

“Basic Services” means the lowest tier of cable television programming sold to subscribers as a package, including broadcast and satellite service programming for which a subscriber pays a fixed monthly fee to Seller, but not including Pay TV, and other than through HSI Services.

“Basic Subscriber” means, as of any date and for each System, an Active Customer of Basic Services of such System who is individually billed for Basic Services. For purposes of this Agreement, the number of Basic Subscribers will be counted on a per capita basis, except in respect to the calculation of an EBU, and will exclude “second connects” and “additional outlets.”

“Business” means the cable television, high-speed Internet and other revenue-generating businesses that are conducted by Seller or any of its Affiliates (including through a third party) through the System, and operations relating to the System.

“Business Day” means any day that is not a Saturday, Sunday or national holiday on which commercial banks are closed in St. Louis, Missouri.

“Cable Act” means Title VI of the Communications Act and the rules and regulations thereunder, each as in effect as of the date of this Agreement and as amended from time to time.

“Cable Video Services” means the provision of cable television programming through the System, including Basic Services, Expanded Basic Services, a la carte tiers, premium services, digital services, HDTV, and DVR, Pay TV, and any new video product tiers, other than through HSI Services.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act, and any similar or conforming legislation in any U.S. jurisdiction, and any subsequent legislation relating to COVID-19.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., and the rules and regulations thereunder, each as in effect as of the date of this Agreement and as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as in effect as of the date of this Agreement and as amended from time to time.

“Communications Act” means the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act of 1934, and the rules and regulations and published decisions of the FCC under each of the foregoing, each as in effect as of the date of this Agreement and as amended from time to time.

“Copyright Act” means the Copyright Act of 1976 and the rules and regulations thereunder, each as in effect as of the date of this Agreement and as amended from time to time.

“COVID-19” means the pandemic declared by the World Health Organization on March 11, 2020, caused by the coronavirus 2 (SARS-CoV-2) or any disease or infections resulting therefrom, including COVID-19 and any variations or mutations thereof.

“COVID-19 Actions” means any commercially reasonable actions that Seller reasonably determines are necessary in connection with (a) mitigating the adverse effects of COVID-19 on the Business, including in response to third-party supply or service disruptions caused by COVID-19, and (b) protecting the health and safety of customers, employees and other business relationships to ensure compliance with the COVID-19 Measures.

“COVID-19 Measures” means any quarantine, “shelter in place”, “stay at home”, social distancing, shut down, closure, sequester or other laws, orders, directives, guidelines or recommendations by any Governmental Entity in connection with, or in response to, COVID-19.

“EBUs” (or Equivalent Basic Units) means, as of any date and for each System, the number derived by dividing (a) the total monthly billings for sales of Basic Services by the System during the most recent month ended prior to the date of calculation to commercial bulk billed Active Customers of the System that do not take Expanded Basic Services and other such Active Customer accounts of the System that do not take Expanded Basic Services not billed by individual units, whether on a discounted or undiscounted basis (but excluding billings in excess of a single month’s charges for any account), by (b) the standard monthly rate (without discount of any kind) charged by the System to single family households for Basic Services sold by the System then in effect; and adding to such quotient the number derived by dividing (c) the total monthly billings for sales of Basic Services plus Expanded Basic Services by the System during the most recent month ended prior to the date of calculation to commercial bulk billed Active Customers that take Expanded Basic Services and other such Active Customer accounts of the System that take Expanded Basic Services not billed by individual units, whether on a discounted or undiscounted basis (but excluding billings in excess of a single month’s charges for any account), by (d) the standard monthly rate (without discount of any kind) charged by the System to single family households for Basic Services plus Expanded Basic Services sold by the

System then in effect. For purposes of the foregoing, excluded are that portion of the billings to each bulk billed account representing an installation or other non-recurring charge, a charge for equipment or for any additional outlet, a charge for any tiered service (whether or not included with Pay TV), or a pass-through charge for sales taxes, line-itemized franchise fees and charges and the like.

“Employee Benefit Plans” means all of the employee benefit plans of the Seller and its ERISA Affiliates as defined in Section 3(3) of ERISA, including but not limited to any employee pension benefit plan as defined in Section 3(2) of ERISA and any employee welfare benefit plan as defined in Section 3(1) of ERISA in which current or former employees of Seller or its ERISA Affiliates or the spouses or dependents thereof are eligible to participate.

“Employee Programs” means, other than Employee Benefit Plans, all of the payroll practices, personnel policies, contracts, plans and arrangements, if any, of the Seller and its ERISA Affiliates providing for bonuses, deferred compensation, retirement payments, profit sharing, incentive pay, commissions, vacation pay or other benefits in which any current or former employee of Seller or its ERISA Affiliates or any such employee’s spouse or dependents participate, and all employment, severance, change-in-control or other agreements with any current or former employees of Seller or its ERISA Affiliates.

“Employees” means all individuals employed by Seller primarily involved in the operation of the Business.

“Encumbrance” means any lien, charge, claim, commitment, conditional sale or other title retention agreement, demand, easement, encroachment, lease, limitation, mortgage, pledge restriction, security interest, restriction on transfer, right of first refusal, title defect or other encumbrance of any kind or nature whatsoever.

“Environmental Laws” means all present federal, state and local Legal Requirements and Licenses concerning public health, safety, welfare or the environment, including CERCLA, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., the Toxic Substances and Control Act, 15 U.S.C. §§ 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f et. seq., and the rules and regulations under each of the foregoing, each as in effect as of the date of this Agreement and as amended from time to time.

“Equipment” means all fixed and tangible personal property, physical assets and equipment, including machinery, electronic devices, trunk and distribution coaxial and optical fiber cable, headend amplifiers, line amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, towers (other than towers on Owned Real Property that are fixtures on and a part of such Owned Real Property), tower equipment, distribution System, microwave equipment, subscribers’ devices (including converters, cable modems, encoders, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system), all test equipment, vehicles, office equipment, computers and billing equipment, furniture, fixtures, supplies, inventory and other tangible

personal property owned or leased by Seller or any of its Affiliates and located in the System as of the date of this Agreement or as of the Closing, or used or held for use principally in the conduct of the Business.

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

“ERISA Affiliates” means any corporation or trade or business (whether or not incorporated) under common control or treated as single employer with Seller within the meaning of Section 414(b), 414(c), 414(m) or 414(o) of the Code.

“Excluded Assets” means all:

- (i) All programming agreements and retransmission consent agreements;
- (ii) Employee Benefit Plans and any cash, reserve, trust or funding arrangement held or set aside for the payment of benefits under such Employee Benefit Plans;
- (iii) insurance policies and rights and claims under insurance policies;
- (iv) bonds, letters of credit, surety instruments, obligations for borrowed money, and other similar items, and any stocks, bonds, certificates of deposit and similar investments of Seller;
- (v) notes receivable and intercompany receivables;
- (vi) trademarks, trade names, service marks, service names, logos, patents, copyrights, URLs, domain names, and other intellectual property or proprietary rights of Seller or any of its Affiliates;
- (vii) advertising insertion equipment owned by third parties and advertising sales agency or representation System Contracts providing any third party the right to sell available advertising time for the System;
- (viii) assets, rights and properties of Seller or its Affiliates not located in the System and used or held for use other than principally in the conduct of the Business
- (ix) except (a) accounts receivable and (b) any other claim, right or interest to the extent reflected in the adjustments to the Purchase Price described in Section 3.3(a), all claims, rights and interests in and to any refunds of, or amounts credited against, Taxes or fees of any nature, including franchise and copyright fees, or any other claims against third parties, relating to the conduct of the Business prior to the Closing;
- (x) all Business documents and records not included in the Records;
- (xi) proprietary software of Seller or its Affiliates and licenses relating to third party software and maintenance agreements with respect thereto, except proprietary software and licenses relating to third party software installed on Equipment included in the Assets or as set forth in the Transition Services Agreement;

(xii) cash and cash equivalents, other than petty cash held in System offices as of the Closing; and

(xiii) the assets specifically set forth on Schedule 1(a).

“Excluded Contract” means any contract which is an Excluded Asset.

“Expanded Basic Services” means an optional tier of video services offered by each System to its customers other than Basic Services, a la carte tiers, premium services, digital services, HDTV, DVR, Pay TV and any new video product tiers, other than through HSI Services.

“FCC” means the United States Federal Communications Commission.

“Franchise” means all franchise agreements and similar governing agreements, instruments and resolutions and franchise-related Legal Requirements or acknowledgements of Governmental Entities, whether written or oral, that are necessary or required in order to operate the System and Business and to provide the services provided by Seller through the System.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authorizations” means, collectively, all Franchises, Licenses and other authorizations, approvals, agreements, Easements, leases, permits, qualifications, registrations, variances and similar rights for and with respect to the conduct of the Business, including the construction and operation of the System, issued by or otherwise obtained from Governmental Entities.

“Governmental Entity” means any federal, state, local or foreign government, court, administrative agency, board or commission, political subdivision, or other governmental authority or instrumentality.

“Hazardous Substances” means any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in any Environmental Law, as well as words of similar purport or meaning referred to in any other Legal Requirements, including radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where on Legal Requirement defines any of these terms more broadly than another, the broader definition will apply.

“HSI Services” means Internet access and other Internet data services offered by the System to Seller’s customers.

“HSI Subscriber” means, as of any date and for each System, an Active Customer of HSI Services of such System.

“Intangibles” means all intangible assets, including customer lists, accounts receivables, claims (excluding any claims relating to Excluded Assets) and goodwill of the Business as a going concern, if any, owned, used or held by Seller and used exclusively in the Business, but

excluding all trademarks, trade names, service marks, service names, logos, patents, copyrights, URLs, domain names and other intellectual property of Seller or any of its Affiliates.

“Knowledge” means, with respect to Seller, a particular fact or other matter that Herb S. Longware has actual, constructive or imputed knowledge or such that such person should reasonably be aware of such fact following a reasonable investigation under the circumstances.

“Legal Requirement” means any statute, ordinance, code or other law (including the common law), rule, regulation, award, decree, injunction, judgment, order, writ, notice, standard procedure, tariff or other requirement, applied, issued, entered or otherwise adopted or enacted by any Governmental Entity, including judicial decisions applying or interpreting any such Legal Requirement, and including any COVID-19 Measures.

“License” means any license, permit or other authorization or approval (other than a Franchise) issued by a Governmental Entity, including to the FCC, used in the operation of the Assets, the Business or the System.

“Losses” means all actions, charges, claims, complaints, costs, damages, decrees, demands, dues, expenses, fees, fines, hearings, injunctions, investigations, liabilities, losses, orders, proceedings, settlement amounts, suits, Taxes and Encumbrances, including all litigation costs and reasonable attorneys’ fees and expenses.

“Lower RGU Limit” means, as of any date, ■■■ multiplied by the RGU Target as of such date.

“Material Adverse Effect” means any change or effect that is materially adverse to the Business, the operations, properties, condition (financial or otherwise) or results of the operations of the Business taken as a whole, or the ability of Seller to perform its obligations under this Agreement, or the validity, binding effect or enforceability of this Agreement, but does not include any such change or effect that is attributable to (i) changes in conditions (including economic conditions, changes in FCC regulations, or federal, state or local governmental actions, legislation or regulations) that are applicable on a national, regional or state basis, as a whole, to the economy or, to the cable television, internet or telecommunication industries, and (ii) any changes in technology generally affecting the cable television, internet or telecommunication industries, (iii) any changes in competition affecting the Business, (iv) any public announcement or disclosure of this Agreement or the transactions contemplated by this Agreement, whether or not such public announcement or disclosure is made in accordance with the terms of this Agreement.

“Pay TV” means video programming selected by and sold to customers of the System on a per channel or per program basis for monthly or transactional fees in addition to Basic Services or Expanded Basic Services.

“Permitted Encumbrances” means:

(i) all Encumbrances for Taxes or assessments, special or otherwise, either not due and payable or being contested in good faith and fully accrued or adequately reserved or otherwise provided for;

(ii) all Encumbrances representing inchoate mechanics', materialmen's, carriers', warehousemen's, landlords' and other statutory or similar liens arising in the ordinary course of business and not yet due and payable; and

(iii) with respect to Real Property, any current commitment, easement or claim of easement, encroachment, limitation, restriction or other exception to title or title defect (other than liens) that does not individually or in the aggregate materially impair the current use, value, or operation of individual piece of the Real Property to which it relates, and that is reflected in the public records or would be disclosed by a correct survey and inspection of the Real Property.

“Person” means any individual, association, company, corporation, joint venture, limited liability company, partnership, trust or other entity, including any Governmental Entity.

“Pole Attachment Agreement” means a System Contract relating to the use of any public utility facilities, including pole line, joint pole and master contracts for pole attachment rights and the use of conduits.

“Price Per RGU” means [REDACTED] divided by RGU Target.

“Real Property” means the Assets owned or leased by Seller or any of its Affiliates and used or useful in the Business consisting of realty, including appurtenances, improvements (including towers, headend storage buildings and earth stations) and fixtures located on such realty, and any other interests in real property, including fee interests, rights to minerals, oil, gas and other hydrocarbons, water rights, leasehold interests and easements, rights of access, licenses, rights of entry and wire crossing permits (but not including interests in real property granted in System Contracts in connection with services provided by Seller to the residents or occupants of such real property, including access and service System Contracts with the owners of multiple dwelling unit complexes), options, and rights of first refusal.

“Records” means all written records and original documents that pertain to and are utilized by Seller to administer, evidence, monitor, record or reflect information regarding the Business or the conduct of Seller's operation of the System other than Excluded Assets.

“Required Consents” means all authorizations, approvals and consents required under or in connection with any Legal Requirement or under any Assets, Franchises, Licenses, Real Property or System Contracts for (i) Seller to transfer the Assets and the Business to Buyer, (ii) Buyer to conduct the Business in accordance with applicable Legal Requirements and to own, lease, use and operate the Assets and the System at the places and in the manner in which the Business is conducted and the System are operated as of the date of this Agreement and at all times prior to the Closing Date and (iii) Buyer to assume and perform the System Contracts and Governmental Authorizations included in the Assets.

“Required Regulatory Approval” means any Required Consent of any Governmental Entity.

“RGU Target” [REDACTED].

“RGUs” means the sum of Basic Subscribers, EBUs and HSI Subscribers.

“System” means, individually and collectively, the cable television and high-speed data reception and distribution system or systems owned, operated or used by Seller in the conduct of the cable television and high-speed Internet businesses, and all of the activities and operations ancillary to such businesses, including advertising services and other income generating businesses, conducted or carried on in the Communities.

“System Contract” means any crossing agreement, easement, lease, license, multiple dwelling, bulk billing or commercial service agreement, pole line agreement, underground conduit agreement, interconnection, switching maintenance or installation support or other contract or agreement (other than a Governmental Authorization) held for use or used in connection with, or relating to the operation of, a System or all or a portion of the Business and to which Seller is a party or that is otherwise binding on Seller or a System and is in effect on the date of this Agreement or is entered into between the date of this Agreement and the Closing Date in compliance with this Agreement.

“Tax” means any federal, state, local, territorial, foreign or other tax, impost, levy, assessment or other charge, including income, franchise, gains, capital, real property, goods and services, transfer, value added, gross receipts, windfall profits, severance, ad valorem, personal property, production, sales, use, license, stamp, documentary stamp, recording, excise, environmental, employment, payroll, social security, unemployment, disability, estimated or withholding tax, and any customs or import duty, together with any interest, addition, fine or penalty with respect thereto.

“Tax Return” means any return, report, declaration, claim for refund, information return, schedule or statement relating to Taxes, including any schedule, attachment or amendment thereto.

ARTICLE 2 SALE OF ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

2.1 Sale of Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Seller will sell, transfer, assign and deliver to Buyer, and Buyer will purchase and accept from Seller, the Assets, free and clear of all Encumbrances other than Permitted Encumbrances. Except as otherwise specifically provided in this Agreement or otherwise agreed in writing by the Parties, all the Assets are intended to be transferred to Buyer, whether or not described in the Schedules and whether or not all Required Consents are obtained.

2.2 Assumed Liabilities; Excluded Liabilities. On the terms and subject to the conditions of this Agreement, at the Closing, Buyer will assume, and will thereafter pay, perform and discharge in a timely manner, the following liabilities and obligations (the “Assumed Liabilities”):

(a) liabilities and obligations of Seller under any Governmental Authorizations, System Contracts and any other agreements and instruments to the extent assumed by Buyer and accruing on or after the Closing Date;

(b) liabilities and obligations of Seller to the extent there is a reduction in the Purchase Price pursuant to Section 3.3(a) with respect to such liabilities and obligations; and

(c) liabilities and obligations arising out of Buyer's ownership or operation of the System on or after the Closing Date, except to the extent that any such liability or obligation relates to any of the Excluded Assets.

All other obligations and liabilities of Seller, contingent, fixed or otherwise, not expressly assumed by Buyer hereunder, including without limitation (i) obligations with respect to the Excluded Assets, (ii) liabilities and obligations accruing under any Governmental Authorizations, System Contracts and other agreements or instruments prior to the Closing Date (including those arising from any breach thereof prior to the Closing Date), (iii) claims, litigation or proceedings relating to the ownership or operation of the Assets, the Business or the System prior to the Closing Date (including monetary obligations and liabilities secured by Permitted Encumbrances), (iv) all Taxes arising from or with respect to the Assets or the operation of the Business that are incurred in or attributable to any period, or any portion of any period, ending prior to the Closing Date (a "Pre-Closing Tax Period") (except as otherwise provided in this Agreement); (v) any liability not expressly assumed by Buyer and arising in respect of or relating to any Employee or Employee Benefit Plan; (vi) any indebtedness of Seller or its Affiliates for borrowed money or guarantees thereof, including any liability in connection with the Paycheck Protection Program under the CARES Act; (vii) any liability or obligation arising under any Environmental Law with respect to any act, omission, release, or condition relating to the Business that existed prior to the Closing Date; and (viii) any liability arising in connection with any Pole Attachment Agreement for unpaid attachments, safety violations, or other failures to comply in all respects with such Pole Attachment Agreement occurring or existing prior to the Closing Date (collectively, the "Excluded Liabilities") will remain the responsibility of Seller.

ARTICLE 3 CLOSING AND PURCHASE PRICE

3.1 Purchase Price.

(a) At the Closing, as the purchase price for the Assets, Buyer will pay, by wire transfer or delivery of other immediately available funds, the sum of [REDACTED] (as adjusted, the "Purchase Price"); provided that a portion of the Purchase Price equal to [REDACTED] (the "Holdback"), will be retained by Buyer at the Closing and applied as described in Section 9.5.

(b) [REDACTED]

3.2 Manner and Time of Closing and Payment. Assuming that the closing conditions set forth in this Agreement are satisfied or waived, the closing of the transactions contemplated by this Agreement (the "Closing") will take place at 9:00 a.m. ET, on the first day of the calendar month immediately following the month in which such conditions are satisfied or waived (other than those to be satisfied at Closing), or as the Parties may otherwise mutually agree (such date on which the Closing actually occurs being the "Closing Date"). Closing will be effective at 12:01

a.m. (local time with respect to the System). At the Closing, and upon receipt by Buyer of Seller's deliveries under Section 7.13, Buyer will deliver to Seller the Purchase Price (as adjusted under Section 3.3(c)), less the Holdback, in immediately available funds by wire, inter-bank or intra-bank transfer, in accordance with Seller's written instructions.

3.3 Adjustment to Purchase Price.

(a) The Purchase Price will be subject to adjustment, as of 12:01 a.m. (local time with respect to the System) on the Closing Date, to reflect the principle that all revenues and refunds, and all costs, expenses and liabilities, attributable to the operation of the System for any period prior to the Closing Date are for the account of Seller, and all revenues and refunds, and all costs, expenses and liabilities attributable to the operation of the System on or following the Closing Date are for the account of Buyer. The adjustments to be made to the Purchase Price pursuant to this Section 3.3(a) will consist of the following:

(i) All prepaid expenses (other than inventory), accrued expenses (including real and personal property taxes), copyright fees, FCC regulatory fees, and franchise or license fees or charges, prepaid income, subscriber prepayments and deposits and other amounts due with respect to Assumed Liabilities will be credited to Seller and become property of Buyer. Further, Purchase Price will be increased by (A) 100% of Active Customer accounts receivable, no portion of which is more than 30 days past due from the billing date as of the Closing Date and (B) 90% of Active Customer accounts receivable that are more than 30 days and no portion of which is 60 days past due from the billing date as of the Closing Date; and provided that Seller will receive no credit for any customer accounts receivable, any portion of which is more than 60 days past due from the billing date, or that do not relate to Active Customers.

(ii) All advance payments to, or funds of third parties on deposit with, Seller as of the Closing and relating to the Business, including advance payments and deposits (including any accrued interest on such deposits) by customers served by the Business for converters, encoders, decoders, modems, cable television, telephone and high-speed data service and related sales, will be assumed by and credited to the account of Buyer.

(iii) There will be credited to Buyer the economic value of accrued vacation time that Buyer credits after the Closing to all Employees that Buyer hires, where economic value is the amount equal to the cash compensation that would be payable to each such employee at his or her level of compensation immediately preceding the Closing Date for a period equal to such excess credited accrued vacation, in accordance with Buyer's vacation policies.

(iv) All deposits relating to the Business and operations of the System that are held by third parties as of the Closing for the account of Seller and that relate to the System or as security for Seller's performance of its obligations, including deposits on leases and deposits for utilities, and all petty cash located at the System offices as of the Closing will be credited to the account of Seller in their full amounts and will become the property of Buyer.

(v) The adjustments provided for in this Section 3.3(a) will be made without duplication. In addition, none of the adjustments provided for in this Section 3.3 (a) will be made with respect to any Excluded Asset or with respect to any item of income or expense related to an Excluded Asset.

(b) If, as of the Closing Date, the number of RGUs are less than the Lower RGU Limit, then the Purchase Price will be decreased by an amount equal to the difference between such number of RGUs and the RGU Target, multiplied by Price Per RGU.

(c) Seller will deliver to Buyer, not less than five Business Days prior to the Closing Date, a notice (the “Pre-Closing Adjustment Notice”) that will specify Seller’s good faith estimate of the adjustments to the Purchase Price required under Section 3.3(a) and Section 3.3(b), calculated as of the Closing and prepared in a manner consistent with GAAP and the Financial Statements. The Pre-Closing Adjustment Notice will be accompanied by reasonably detailed documentation supporting the calculations set forth in the Pre-Closing Adjustment Notice. Buyer may challenge the contents of the Pre-Closing Adjustment Notice at any time prior to Closing if Buyer believes, in good faith, that the Pre-Closing Adjustment Notice is in error. Buyer and Seller will use good faith efforts to resolve any disputes with respect to the Pre-Closing Adjustment Notice prior to Closing. If, and to the extent, any such dispute is not resolved prior to Closing, the amount of the Purchase Price paid to Seller at Closing will be based on the adjustments to the Purchase Price set forth in the Pre-Closing Adjustment Notice.

(d) Within 90 days after the Closing Date, Buyer will deliver to Seller a notice (the “Post-Closing Adjustment Notice”), that will set forth Buyer’s final adjustments to the Purchase Price to be made pursuant to Section 3.3(a) and Section 3.3(b), together with such documentation as may be reasonably necessary to support Buyer’s determination thereof. If Seller wishes to dispute the final adjustments to the Purchase Price to be made pursuant to Section 3.3(a) and Section 3.3(b), as reflected in the Post-Closing Adjustment Notice, Seller will, within 30 days after its receipt of the Post-Closing Adjustment Notice, serve Buyer with a written description of the disputed items together with such documentation as Buyer may reasonably request (“Seller’s Disputed Items Notice”). If Seller notifies Buyer of its acceptance of the amounts set forth in the Post-Closing Adjustment Notice, or if Seller fails to deliver a Seller’s Disputed Items Notice within the 30-day period specified in the preceding sentence, the amounts set forth in the Post-Closing Adjustment Notice will be conclusive, final and binding on Seller and Buyer as of the last day of such 30-day period. If Seller and Buyer cannot resolve any dispute within 30 days after Buyer’s receipt of Seller’s Disputed Items Notice, either Party may, following expiration of such 30-day period, appoint a mutually agreed upon accounting firm (the “Independent Accounting Firm”) to resolve the dispute no later than 12 months after the Closing Date. The Independent Accounting Firm will report its determination in writing to Seller and Buyer, and such determination will be conclusive and binding on Seller and Buyer and will not be subject to further dispute or review. The cost of retaining the Independent Accounting Firm will be borne one-half by Seller and one-half by Buyer; provided that (i) if the dispute is conclusively resolved in accordance with this Section 3.3(d) as a result of any Party failing to reasonably cooperate with the Independent Accounting Firm or provide supporting information requested by the Independent Accounting Firm, such Party will bear the full costs of retaining the Independent Accounting Firm, or (ii) if the Independent Accounting Firm determines that the

Pre-Closing Adjustment Notice overstated the Purchase Price by greater than 5%, the Seller will bear the full costs of retaining the Independent Accounting Firm.

(e) If, as a result of any resolution reached by Buyer and Seller, or any determination made by the Independent Accounting Firm, in either case pursuant to Section 3.3(d), Buyer is finally determined to owe any amount to Seller, or Seller is finally determined to owe any amount to Buyer, the obligor will pay such amount to the other Party within three Business Days of such determination to an account or accounts specified in writing by the obligee. Notwithstanding the foregoing, Buyer will pay to Seller or Seller will pay to Buyer, as the case may be, in immediately available funds, the amount due such other Party with respect to any item that is not in dispute within three Business Days of the date on which a dispute no longer exists to an account or accounts specified in writing by the obligee.

3.4 Sales, Transfer and Other Taxes. All state and local sales, use, transfer, recording, or documentary transfer Taxes or fees or any other charge imposed by any Governmental Entity (other than any of Seller's income, franchise, gross receipts, corporation, excess profits, rental, devolution, or payroll tax by whatsoever authority imposed or howsoever designated) arising from or payable by reason of the sale, transfer or conveyance of the Assets ("Transfer Taxes") will be paid by Buyer.

3.5 Purchase Price Allocation. Seller and Buyer agree to allocate the Purchase Price and Assumed Liabilities, as necessary, among the Assets for all purposes (including tax and financial accounting) (the "Allocation Schedule"). The Allocation Schedule will be prepared in accordance with Section 1060 of the Code. Seller will deliver a proposed Allocation Schedule no later than 30 days following the Closing Date. The Allocation Schedule will become final and binding on the parties hereto 30 days after Seller provides such schedule to Buyer, unless Buyer objects in writing to Seller, specifying the basis for the objections of Buyer and preparing an alternative allocation. If Buyer does object, Seller and Buyer will attempt in good faith to resolve the dispute within 30 days of written notice to Seller of Buyer's objection. Each of the parties agrees to (a) prepare and timely file all Tax Returns or similar filings, including Form 8594 and any forms or reports required to be filed pursuant to Section 1060 of the IRC (and all supplements thereto) (the "1060 Documents") in a manner consistent with the Allocation Schedule as finalized and (b) act in accordance with the Allocation Schedule for all Tax purposes. The parties will revise the Allocation Schedule to the extent necessary to reflect any Post-Closing Adjustment payment made pursuant to or in connection with this Agreement. In the case of any payment referred to in the preceding sentence, Seller will propose a revised Allocation Schedule, and the parties will follow the procedures outlined above with respect to review, dispute and resolution in respect of such revision. If the parties fail to reach agreement on the Allocation Schedule within 180 days after the Closing Date, each party shall file its respective 1060 Documents reflecting the final allocation proposed by such party.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1 Corporate Existence and Powers. Seller is a corporation, validly existing and in good standing under the laws of the State of New York and has all requisite power and authority to conduct the operations of the Business as currently conducted.

4.2 Authority. Seller has all requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated by this Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the “Related Agreements”) to which it is a party. Seller has duly authorized the execution, delivery and performance of this Agreement and the Related Agreements to which it is a party. This Agreement has been duly executed and delivered by Seller. Subject to the due execution and delivery of the same by Buyer, this Agreement is, and each of the Related Agreements to which Seller is a party will be, the valid and binding obligation of Seller and enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally or by general equitable principles.

4.3 No Conflicts. Subject to obtaining the Required Consents, all of which are disclosed on Schedule 4.3, the execution and delivery by Seller of, the performance of Seller under, and the consummation of the transactions contemplated by, this Agreement and the Related Agreements to which Seller is a party do not and will not (a) violate or conflict with any provision of the articles of incorporation or by-laws of Seller, (b) violate any Legal Requirement in any material respect, (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Governmental Entity or other Person, or (d) conflict in any material respect with or constitute a material violation or material breach of or a material default under (without regard to requirements of notice, lapse of time or elections of other Persons or any combination thereof), permit or result in the termination, suspension or material modification of, result in the acceleration of (or give any Person the right to accelerate) the performance of Seller under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) under, any System Contract, Governmental Authorization or any other instrument evidencing any of the Assets or any instrument or agreement by which any of the Assets are bound or affected.

4.4 Financial Statements. Seller has furnished to Buyer true, correct and complete copies of the reviewed balance sheets and statements of income and cash flow of the Business for the fiscal years ended February 28, 2019, and February 29, 2020 (collectively, the “Financial Statements” being referred to as the “Most Recent Financial Statements”). The Financial Statements have been prepared from the books and records of Seller in accordance with GAAP applied on a consistent basis. The Financial Statements present fairly in all material respects the financial position, results of operations, income and cash flows of Seller and the Business as of such dates and for the periods then ended, and reflect the fully allocated costs of operating the System and the Business, including all employee costs associated with operating the System.

4.5 Absence of Certain Changes. Since the date of the Most Recent Financial Statements and except as otherwise indicated on Schedule 4.5:

(a) no event or events have occurred, and no circumstance has occurred, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(b) Seller has not sold, transferred or otherwise disposed of any material Assets, except for dispositions in the ordinary course of business, and has not suffered any theft, damage, removal, destruction or casualty loss of any material Assets not covered by insurance;

(c) Seller has not changed in any material respect any of its accounting methods, principles or practices;

(d) Seller has operated the System only in the usual, regular and ordinary course and in compliance with all applicable Legal Requirements;

(e) Seller has not entered into any settlement of pending or threatened litigation other than any settlement that is not reasonably likely to have a Material Adverse Effect;

(f) Seller has not, other than in the ordinary course, adopted, amended or entered into any employment, consulting, retention, change-in-control, collective bargaining, bonus or other cash incentive compensation, deferred compensation, stock option or other equity incentive compensation, health or other welfare benefit, pension, profit sharing, retirement, severance, vacation or other employment or compensation plan, policy, agreement, arrangement or trust for the benefit of any director, officer, employee, agent, consultant or Affiliate of Seller; and

(g) Seller has not mortgaged, pledged or otherwise subjected to any Encumbrance any of the Assets, whether tangible or intangible, except for Permitted Encumbrances in the ordinary course of business.

4.6 Assets.

(a) Seller is in possession of and has exclusive, good and marketable title to or a valid leasehold interest in (or other rights of a lessee or licensee to use and hold for use) the Assets (other than Real Property, which is separately addressed in Section 4.7), free and clear of all Encumbrances (other than Permitted Encumbrances and those Encumbrances disclosed on Schedule 4.6(a), all of which Seller will cause to be released prior to Closing).

(b) Except for the Excluded Assets, the Assets constitute all the assets necessary to permit Buyer to (i) conduct the Business and operate the System substantially as both are being conducted and operated on the date of this Agreement and in compliance with all Legal Requirements, System Contracts, and Governmental Authorizations and (ii) perform all the Assumed Liabilities. The Assets include inventory of a sufficient quantity to enable Buyer to conduct the Business, as it is conducted by Seller as of the date of this Agreement and as of the Closing Date, for at least a 30-day period following the Closing Date.

(c) All the Equipment is listed on Schedule 4.6(c). Except as otherwise indicated on Schedule 4.6(a) and Schedule 4.6(c), all the Equipment is owned by Seller free and clear of all Encumbrances (other than Permitted Encumbrances), is in good operating condition and repair, except for ordinary wear and tear and routine repairs, and is suitable for the operation of the System, as it is operated as of the date of this Agreement and as of the Closing Date.

4.7 Owned and Leased Real Property.

(a) Schedule 4.7(a) lists all Real Property owned by Seller (the “Owned Real Property”) except the Excluded Assets. Seller has delivered to Buyer as to all Owned Real Property true, correct and complete copies of all vesting deeds, title policies, title commitments, title exception documents, surveys and environmental reports in Seller’s possession or control and all leases or licenses encumbering the Owned Real Property or encumbering a fixture on Owned Real Property, and all amendments, renewals, assignments of lessee’s or lessor’s interest, memoranda of leases and notes and correspondence to or from the lessee or lessor or licensee or licensor. Except as set forth on Schedule 4.7(a):

(i) Except as set forth on Schedule 4.7(a), Seller has good, marketable, insurable, and indefeasible fee simple title to all of the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances;

(ii) There are no leases or other use or occupancy agreements granting to any Person a right to occupy or otherwise use any part of the Owned Real Property;

(iii) There are no outstanding options, rights of first offer, rights of first refusal or other agreements granting to any Person a right to purchase the Owned Real Property or any part thereof or interest therein;

(iv) There are no arrangements or commitments of any kind pursuant to which the Owned Real Property (or any part thereof or interest therein) will become subject to any Encumbrances other than Permitted Encumbrances;

(v) There are no Persons other than Seller in possession of any Owned Real Property or any part of any Owned Real Property;

(vi) Seller has received no notice in writing or by publication of any appropriation, condemnation or like proceeding or of any violation of any applicable zoning-related Legal Requirement relating to or affecting any of the Owned Real Property, and Seller has no knowledge of any such proceedings or violations.

(b) Schedule 4.7(b) lists (i) all Assets consisting of real property leases pursuant to which any real property is leased by Seller (the “Real Property Leases”) and (ii) all Assets consisting of other interests in real property that are not Owned Real Property, including easements, Licenses, rights to access, rights-of-way and other real property interests that are used in the operation of the System (collectively, the “Easements”). Seller has delivered to Buyer true, correct and complete copies of all Real Property Leases and Easements and true, correct and complete copies of subleases, licenses licensing an interest in Real Property or a fixture on Real Property, amendments, renewals, assignments of lessee’s or lessor’s interest, memoranda of

leases and notes and correspondence to or from the lessee or lessor or licensee or licensor. Each Real Property Lease and Easement is legal, valid, binding and enforceable against Seller and, to Seller's Knowledge, against each other party thereto in accordance with its terms. Seller has not received any notice of any violation or breach of, or any default under, any Real Property Lease or Easement and there are presently no uncured breaches or defaults under any Real Property Lease or Easement. To Seller's Knowledge, no event has occurred that, with notice or passage of time or both, would constitute a violation or breach of, or default under, any Real Property Lease or Easement by Seller or any other party thereto.

(c) Each parcel of Owned Real Property and real property covered by a Real Property Lease ("Leased Real Property"), including any improvements constructed thereon and the current use thereof, conform to all applicable Legal Requirements and any restrictive covenants or other Encumbrances affecting all or any part of such Real Property. There are no material physical, structural, or mechanical defects on the Owned Real Property and Leased Real Property, and all of the fixtures and improvements, including leasehold improvements, to the Owned Real Property and Leased Real Property are in good condition and repair, except for ordinary wear and tear and routine repairs, are operating, and are sufficient to enable the Owned Real Property and Leased Real Property to be used in all material respects in the manner in which it is currently being used and operated by Seller. Each parcel of Owned Real Property and Leased Real Property has access, ingress and egress, or a valid, perpetual easement to a public right-of-way providing access, ingress and egress adequate for their current use.

4.8 Contracts.

(a) Schedule 4.8, combined with Schedule 4.12, sets forth a complete list of all the System Contracts (other than Real Property Leases and Easements that are listed in Schedule 4.7(b) and the Excluded Contracts) and a written summary that is accurate and complete in all material respects of each oral System Contract (if any). Except as set forth in Schedule 4.8, Seller has performed or is performing, in all material respects, all obligations required to be performed by it pursuant to the terms of the System Contracts that are included in the Assets. Seller is not in material default under any System Contract that is included in the Assets and, to Seller's Knowledge, no other party is in default thereunder. Each System Contract that is included in the Assets is legally valid and binding and enforceable against Seller and, to Seller's Knowledge, against each other party thereto. True, correct and complete copies of all the System Contracts have been made available to Buyer.

(b) The Pole Attachment Agreements disclosed on Schedule 4.8 represent all contracts, permits, privileges and other authorizations necessary to permit Seller to install, maintain, operate and use utility poles and conduits and such other facilities as are currently used in the System or are necessary for the operation of the System and the Assets in accordance with the Franchises and applicable Legal Requirements. Except as set forth on Schedule 4.8, there are no pending or unresolved or, to the Knowledge of the Seller, threatened audits against Seller under any Pole Attachment Agreement or with respect to any utility attachment or conduit usage relating to the System. For the avoidance of doubt, for purposes of the representations and warranties set forth in this Section 4.8, all of Seller's liabilities and obligations under any Pole Attachment Agreement for unpaid attachments, safety violations, and other failures to comply in with such Pole Attachment Agreement will be aggregated in determining whether a material

breach of such Pole Attachment Agreement has occurred, regardless of whether any individual violation is a material breach of such Pole Attachment Agreement.

4.9 Employees and Employee Benefit Plans.

(a) Seller has provided to Buyer a schedule dated as of a recent date (the “Employee Schedule”), setting forth a complete and accurate list of all Employees by work location as of a recent date, showing the original hire date, the current position and rate of compensation, the compensation rate type (hourly or salary) and the scheduled hours per week of each Employee.

(b) Schedule 4.9 lists all Employee Benefit Plans, Employee Programs and employee contracts. The Employee Benefit Plans and Employee Programs conform in all material respects to all applicable Legal Requirements and each has been administered in all material respects in accordance with its terms. There is no new Employee Benefit Plan, Employee Program, or employee contract or any amendment to an existing Employee Benefit Plan, Employee Program or employee contract that will affect the benefits of an Employee or former Employee and that is to become effective after the date of this Agreement and prior to Closing.

(c) With respect to Employee Benefits Plans and Employee Programs listed on Schedule 4.9, to Seller’s Knowledge, Seller has not participated in any conduct that could result in the imposition on Seller of any excise Tax under Sections 4971 through 4980B of the Code or any civil liability under Section 502(i) of ERISA. To Seller’s Knowledge, the requirements of Part 6 of Subtitle I of ERISA and Section 4980B of the Code and the regulations promulgated thereunder (“COBRA”), including COBRA’s notice and disclosure obligations to eligible employees, have been met in all material respects with respect to each Employee Benefit Plan to the extent COBRA is applicable to such Employee Benefit Plan.

(d) With respect to Employee Benefit Plans and Employee Programs listed on Schedule 4.9, to Seller’s Knowledge, the requirements of Sections 701 and 702 of ERISA (“HIPAA”), including HIPAA’s notice and disclosure obligations to eligible employees, has been met in all material respects with respect to each Employee Benefit Plan and Employee Program.

(e) Neither Seller nor any ERISA Affiliates of Seller are, or within the six calendar year period preceding the Closing Date, ever have been a participating employer in, or been obligated to contribute to, or has incurred any liability to, a multiemployer plan, or to an “employee pension benefit plan” (within the meaning set forth in Section 3(2) of ERISA) that is subject to the requirements of Section 412 of the Code or Title IV of ERISA.

4.10 Labor Matters. Seller is not a party to or bound by any collective bargaining agreements and has not committed any unfair labor practices that would have a Material Adverse Effect. There have not been any material work stoppages, strikes or other labor disputes at or pertaining to Seller during the past three years prior to the date of this Agreement, and to Seller’s Knowledge, as of the date of this Agreement, no such work stoppage, strike or labor dispute is threatened. Except with respect to ongoing disputes of a routine nature or involving immaterial

amounts, Seller has paid in full to all Employees all wages, salaries, commissions, bonuses and other compensation due and payable to such Employees.

4.11 Legal Proceedings. There are no actions, claims, inquiries, investigations, suits or proceedings pending before any Governmental Entity, arbitrator or mediator or, to Seller's Knowledge, any written threat of such against Seller that, if adversely determined, would give rise to a material liability to Buyer or materially adversely affect Buyer's right to own or operate the System or conduct the Business following the Closing. There exists no judgment requiring Seller to take any action of any kind with respect to the Assets or the operation of the Business or to which Seller, the System, the Business or the Assets are specifically subject or by which they are specifically bound or otherwise affected.

4.12 Governmental Authorizations.

(a) Schedule 4.12(a) is a list of the Governmental Authorizations held by Seller. True, complete and correct copies of all the Governmental Authorizations listed on Schedule 4.12(a) have been made available to Buyer. Except as noted on Schedule 4.12(a), the Governmental Authorizations are currently in full force and effect, are not in default and are valid under all applicable Legal Requirements according to their terms. Seller has not received written notice of any legal action, governmental proceeding or investigation that is pending against it, and to Seller's Knowledge, no such action, proceeding or investigation is threatened, to terminate, suspend or modify any Governmental Authorization, and Seller is in material compliance with the terms and conditions of all the Governmental Authorizations and with other applicable requirements of all Governmental Entities (including the FCC and the Register of Copyrights) relating to the Governmental Authorizations, including all requirements for notification, filing, reporting, posting and maintenance of logs and records.

(b) The Governmental Authorizations contain all of the commitments and obligations of Seller to the applicable Governmental Entities under any Franchise issued by a Governmental Entity with respect to the construction, ownership and operation of the System. The Franchises and Licenses included in the Governmental Authorizations represent all the Franchises and Licenses necessary to operate and provide Cable Video Services and HSI Services in the Communities. Schedule 4.12(b) includes those areas in which Seller validly operates without a written Franchise or Governmental Authorization.

(c) The expiration date of each Franchise covered under a Franchise agreement is accurately set forth and described on Schedule 4.12(b).

(d) Seller has timely filed valid requests for renewal under Section 626 of the Cable Act with the proper Governmental Entity with respect to all Franchises that have expired as of the date of this Agreement or will expire within 33 months after any date between the date of this Agreement and the Closing Date. Seller is in compliance with all rules and regulations promulgated by the FCC with respect to the procedures for seeking franchise renewals. Seller has received no notice from any party that the Franchises will not be renewed or that the applicable Governmental Entity has challenged or raised any objection to or otherwise questioned Seller's request for renewal under Section 626 of the Cable Act, and Seller has duly and timely complied with any and all inquiries and demands by any and all Governmental

Entities made with respect to Seller's requests for renewal and will continue to do so with respect to any renewal request filed prior to Closing. True, complete and correct copies of all correspondence between Seller and any and all Governmental Entities concerning the renewal of any Franchise have been made available to Buyer.

(e) No Governmental Entity has exercised any purchase option or right of first refusal under any Franchise, and to Seller's Knowledge, no Governmental Entity has the intent to do so.

4.13 Compliance with Laws. The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the operation of the System as currently operated, do not violate or infringe in any material respect upon any Legal Requirements currently in effect. Seller has not received any notice of, and Seller has no Knowledge of, any basis for the allegation of any such violation or infringement.

4.14 Retransmission Consent and Must-Carry; Rate Regulation; Copyright Compliance.

(a) Set forth in Schedule 4.14 is a list of the stations carried by each System that have elected "must-carry" or retransmission consent status pursuant to the Cable Act. Except as set forth on Schedule 4.14, to Seller's Knowledge, each station carried by the System is carried pursuant to a retransmission consent agreement, "must-carry" election or other programming agreement.

(b) Other than with respect to those stations that have elected must-carry status identified on Schedule 4.14, no written notices or demands have been received from the FCC or from any television station or from any other Person or Governmental Entity (i) challenging the right of any System to carry any television broadcast station or deliver the same or (ii) claiming that any System failed to carry a television broadcast station required to be carried pursuant to the Communications Act or has failed to carry a television broadcast station on a channel designated by such station consistent with the requirements of the Communications Act.

(c) Each System is in compliance in all material respects with the provisions of the Cable Act as such Legal Requirements relate to the rates and other fees charged to subscribers of the System. Seller has established rates charged to subscribers that are allowable under the Cable Act and any authoritative interpretation thereof, to the extent such rates are subject to regulation by any Governmental Entity, including any local franchising authority and the FCC. Seller has made available or will make available within five Business Days after the date of this Agreement, to Buyer true, complete and correct copies of all FCC rate forms and other information reasonably requested by Buyer relating to rate regulation generally or specific rates charged to subscribers with respect to each System. Neither Seller nor any Affiliate of Seller has entered into or is subject to any so-called social contract or proposed resolution with the FCC with respect to rates charged for cable television services in any System that would be applicable to such System following Closing and none is currently negotiating or anticipating entering into or being subject to the same. Except as set forth in Schedule 4.14, (i) there are no outstanding or unresolved proceedings or investigations (other than those affecting the cable

industry generally) dealing with or otherwise affecting the rates that any System can charge (whether for programming, equipment, installation, service or otherwise), (ii) no System is subject to any currently effective order issued by a Governmental Entity that reduced the rates that it may charge (whether for programming, equipment, installation, service or otherwise (including late fees)), and (iii) no local franchising authority has been certified by the FCC as a rate regulating authority with respect to any System.

(d) Except as stated on Schedule 4.14, Seller has complied in all material respects, and each System is in compliance in all material respects with the specifications set forth in Part 76, Subpart K of the rules and regulations of the FCC, Section 111 of the Copyright Act and the rules and regulations of the U.S. Copyright Office, the Register of Copyrights and the Copyright Royalty Tribunal and the Cable Act.

(e) Seller has complied in all material respects with the must carry, retransmission consent, and commercial leased access provisions of the Cable Act.

(f) Except as provided in a Franchise or as promulgated by the New York State Department of Public Service, neither Seller nor any of its Affiliates or contractors has received any notice from any Governmental Entity with respect to an intention to enforce customer service standards pursuant to the Cable Act or New York Department of Public Service cable rules and Seller has not agreed with any Governmental Entity to establish customer service standards that exceed the standards in the Cable Act or New York Department of Public Service cable rules. Seller has not made any election with respect to any cost of service proceeding conducted in accordance with Part 76.922 of Title 47 of the Code of Federal Regulations or any similar proceeding with respect to any System.

(g) Schedule 4.14 provides the FCC required 854R registration number, if any, with respect to each antenna structure owned by Seller relating to the System. True, complete and correct copies of all FCC Forms 854R have been, or will be within ten Business Days after the date of this Agreement, made available by Seller to Buyer.

(h) Seller has filed with the U.S. Copyright Office all statements of account and other documents and instruments and has paid all royalties, supplemental royalties, fees and other sums to the U.S. Copyright Office under the Copyright Act with respect to each System as are required to obtain, hold and maintain the compulsory copyright license for cable television System prescribed in Section 111 of the Copyright Act for the last six filing periods. Except as stated on Schedule 4.14, Seller has not been notified or otherwise advised of any inquiry, claim, action or demand pending before the U.S. Copyright Office or any other Person that questions the copyright filings or payments made by Seller with respect to the System. Except as stated on Schedule 4.14, Seller has made all requisite filings and payments with the Register of Copyrights and is otherwise in compliance with all applicable rules and regulations of the U.S. Copyright Office. Seller has made available to Buyer true, complete and correct copies of all current reports and filings for the last six semi-annual reporting periods made or filed pursuant to copyright rules and regulations with respect to each System.

(i) Seller is in compliance with all laws and regulations related to the Emergency Broadband Benefit (EBB) Program.

(j) Seller is in compliance with all laws and regulations related to the New NY Broadband Program, including specifically that Grant Disbursement Agreement between Seller and New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) (capitalized terms as defined in said Grant Agreement) with an ESD Approval Date of May 25, 2017. Seller represents that the Project was completed in a timely manner and that all project milestones and key indicators have been met by Seller as required by the Grant Agreement through the date of this Agreement. Seller is not in default under the Grant Agreement and, to Seller’s Knowledge, ESD is not in default thereunder. The Grant Agreement is legally valid and binding and enforceable against Seller and, to Seller’s Knowledge, against ESD. True, correct and complete copies of all document related to the Grant Agreement have been made available to Buyer.

4.15 Tax Matters. Seller represents and warrants:

(a) All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, member or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller.

(d) All deficiencies asserted, or assessments made, including penalties and interest, against Seller as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not party to any claim, action, demand, inquiry, audit, notice of violation, proceeding, citation, subpoena, or investigation of any nature (whether civil, criminal, administrative or otherwise) by any taxing authority. There are no such pending or threatened claims, actions, demands, inquiries, audits, notices, proceedings, citations, subpoenas or investigations by any taxing authority.

(f) There are no Encumbrances for Taxes upon any of the Assets nor, to the Knowledge of Seller, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Assets (other than for current Taxes not yet due and payable).

(g) Seller is not, and has not been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(h) None of the Assets is property that Seller is required to treat as being owned by any other Person pursuant to the so-called “safe harbor lease” provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended.

(i) None of the Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

(j) Seller is not the subject of any ruling issued by any taxing authority that could affect the future Tax treatment of any of the Assets.

4.16 Environmental Matters

(a) Seller has, at all times, occupied, used and operated the Real Property in compliance with all Environmental Laws.

(b) Seller has not received any written notice of any alleged violation of any Environmental Law with respect to the Real Property and has not been ordered by any Governmental Entity to undertake any cleanup of any of the Real Property.

(c) There is no civil, criminal or administrative claim, demand, hearing, investigation, notice, suit, proceeding or other action with respect to the Real Property pending or, to Seller's Knowledge, threatened against Seller relating to any Environmental Laws.

(d) There are no facts, circumstances, conditions or occurrences regarding Seller that could reasonably be expected to form the basis of a claim of violation or liability against Seller under any Environmental Law or result in any violation by Seller of any Environmental Law with respect to the Real Property.

(e) There are no underground or above ground storage tanks, active, inactive or abandoned on the Real Property and, to Seller's Knowledge, have not been on the Real Property in the past, and none of the Real Property has been used at any time as a dry cleaning facility, gasoline service station or a facility for storing, pumping, dispensing or producing gasoline or any other petroleum products (other than such storage, pumping and dispensing of fuels and lubricants as is incidental to operation of the System) or Hazardous Substances.

(f) All chemicals, chemical compounds and mixtures that are included among the assets of Seller are integral to and used for the conduct of its business, have not been and are not intended to be discarded or abandoned, and are not waste or waste materials.

(g) Seller has made available to Buyer true, complete and correct copies of all analyses, audits, correspondence, investigations, reviews, reports and studies on environmental matters relating to the Real Property that are in the possession or control of Seller.

4.17 Intellectual Property. Seller owns all right, title and interest in and to, or has a valid and enforceable license or other right to use, all the intellectual property used by it in connection with the Business, which constitutes all intellectual property rights necessary for it to operate the System as currently operated, and no Person is challenging or, to Seller's Knowledge, infringing or otherwise violating any intellectual property owned by Seller. The operation of the System as currently operated does not infringe or violate the intellectual property rights of any other Person, and Seller has not received any notice of any claim of any such infringement or violation.

4.18 Finders. Except for Michael W. Drake, President, Milestone Communications, Inc. 17422 Radcliffe Place Drive Wildwood, MO 63021, E-mail: mdrake@milestonecomminc.com, the fees of which will be paid by Seller, neither Seller nor any Person acting on its behalf has engaged or entered into any arrangement with any finder or broker in connection with the transactions contemplated by this Agreement or taken action that reasonably could give rise to a valid claim against Buyer for a brokerage commission, finder's fee or other like payment.

4.19 Transactions with Affiliates. Seller represents and warrants that there are no Seller's Affiliates.

4.20 Insurance. Seller is covered by fire and casualty, general liability, professional liability, workers compensation, theft and automobile insurance in scope and amount customary and reasonable for the business in which it is engaged.

4.21 Bonds; Letters of Credit. Schedule 4.21 lists all franchise, construction, fidelity, performance and other bonds, guaranties in lieu of bonds and letters of credit posted by Seller in connection with the Business.

4.22 Accounts Receivable. All accounts receivable reflected on the Most Recent Financial Statements were generated in the ordinary course of business and reflect bona fide obligations for the payment for goods or services provided by Seller.

4.23 System Information.

(a) Schedule 4.23(a) sets forth a true and accurate statement of the following information with respect to each System, as of the date or dates set forth therein:

(i) the approximate number of aerial miles of plant included in the System and the approximate number of underground miles of plant included in the System, listed by headend;

(ii) the approximate number of single family homes, residential multiple dwelling units and businesses passed by the System;

(iii) the approximate number of miles of plant operating at the applicable megahertz capacity and channel capacity, listed by headend;

(iv) as of the most recent month ended prior to the execution of this Agreement, the number of subscribers to Basic Services, Expanded Basic Services, premium and digital cable service, HDTV, DVR and Internet service, respectively, in each case showing for residential and commercial customers, served by the System by subscriber type;

(v) the megahertz capacity and channel capacity; and

(vi) inventories of customer premises equipment and cable modems, consumed, sold or used in the Business.

(b) Schedule 4.23(b) sets forth a materially true and accurate description of the following information relating to each System as of the date of this Agreement:

(i) a rate card describing the services available from the System, and the rates charged by Seller therefor, including all rates, tariffs, and other charges for cable television, high-speed data and other services provided by the System; and

(ii) a channel lineup that includes the stations and signals carried by the System and the channel position of each such signal and station. The System is capable of providing all channels, stations and signals reflected as being carried on the System on Schedule 4.23(b).

4.24 Overbuilds. Except as set forth on Schedule 4.24, to Seller's Knowledge (i) no Person, other than Seller, Buyer, or their respective Affiliates, is providing Cable Video Services or HSI Services within the Communities, (ii) no Person, other than Seller, Buyer, or their respective Affiliates, has applied for a franchise to provide cable television service within the Communities, and (iii) no Person, other than Seller, Buyer, or their respective Affiliates, has publicly announced an intention to provide Cable Video Services or HSI Services within the Communities.

4.25 COVID-19.

(a) Except as set forth on Schedule 4.25, Seller has (i) not deferred the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, (ii) not deferred any payroll tax obligations pursuant to any U.S. presidential memorandum, executive order or similar pronouncement permitting or requiring the deferral of any payroll Taxes (including those imposed by Section 3101(a) and 3201 of the Code), (iii) to the extent applicable, properly complied with all requirements of applicable Tax Law and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Act and Section 2301 of the CARES Act, and (iv) no liability in connection with the Paycheck Protection Program under the CARES Act.

(b) Seller has not entered into (or been granted) any extension, amendment, waiver or other accommodation in connection with the economic conditions relating to COVID-19 that would have the result of decreasing, delaying or otherwise modifying its payment obligations with respect to the Leased Real Property.

(c) Seller has implemented all health and safety policies and procedures and emergency preparedness procedures as required by all applicable COVID-19 Measures. With respect to each occupational health and safety issue related to COVID-19, Seller has taken prompt corrective action that is reasonably calculated to prevent spread of COVID-19 within the workplace. Seller has provided Buyer with a description of the COVID-19 procedures taken.

(d) The System is in good working condition and sufficient for the operation of the Business as currently conducted, including having sufficient capacity to comply with any applicable Laws or Orders, including all COVID-19 Measures, that require remote work by some or all Employees or contractors. There has been no error, breakdown, failure or other material substandard performance of the System which has caused any material disruption or damage to

Seller or that was, is or will be reportable to any Governmental Entity. There have been no unauthorized intrusions or breaches of the security of the System owned or controlled by Seller.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1 Corporate Existence and Powers. Buyer is a limited liability company, validly existing and in good standing under the laws of Delaware. Buyer has the requisite power and authority to conduct its business as now conducted.

5.2 Authority. Buyer has all requisite limited liability company power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated by this Agreement and the Related Agreements to which Buyer is a party. Buyer has duly authorized the execution, delivery and performance of this Agreement and the Related Agreements to which it is a party. This Agreement has been duly executed and delivered by Buyer. Subject to the due execution and delivery of the same by Seller, this Agreement is, and each of the Related Agreements to which Buyer is a party will be, the valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally or by general equitable principles.

5.3 No Conflicts. Subject to the receipt of any consent, and subject to receipt of the Required Consents and authorizations, the execution and delivery by Buyer of, the performance of Buyer under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Related Agreements to which Buyer is a party do not and will not (a) violate or conflict with any provision of the operating agreement of Buyer, (b) violate any Legal Requirement in any material respect, (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Governmental Entity or other Person, or (d) conflict in any material respect with or constitute a material violation or material breach of or a material default under (without regard to requirements of notice, lapse of time or elections of other Persons or any combination thereof), permit or result in the termination, suspension or material modification of, result in the acceleration of (or give any Person the right to accelerate) the performance of Buyer or any instrument or other agreement to which Buyer is a party or by which any of its assets are bound or affected, except for purposes of this clause (d) any violations, conflicts, breaches, defaults, terminations, suspensions, modifications and accelerations that would not, individually or in the aggregate have a material adverse effect on the validity, binding effect, or enforceability of this Agreement.

5.4 Legal Proceedings. There are no actions, claims, inquiries, investigations or proceedings pending before any Governmental Entity, arbitrator or mediator or, to Buyer's knowledge, any written threat against Buyer that, if adversely determined, would restrain or enjoin the consummation of the transactions contemplated by this Agreement.

5.5 Finders. Buyer has not engaged or entered into any arrangement with any finder or broker in connection with the transactions contemplated by this Agreement and has taken no

action that reasonably could give rise to a valid claim against Seller for a brokerage commission, finder's fee or other similar payment.

5.6 Buyer Consents. No authorization, or other action of or filing with any Governmental Entity or any other Person on the part of Buyer is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement, except for such authorization, or other action that, if not made or obtained, could not reasonably be expected to have a material adverse effect on the validity, binding effect, or enforceability of this Agreement.

ARTICLE 6 COVENANTS

6.1 Conduct of Business. Except as otherwise required by any Legal Requirement or any Governmental Entity or as contemplated by this Agreement, until the Closing, Seller will operate the Business in the ordinary course in accordance with its past practices, including performing disconnect audits, and will not engage in any material transactions other than making payments as such payments are due and taking actions and engaging in transactions in the ordinary course of business as previously conducted. To the extent consistent with its past practices, Seller will use commercially reasonable efforts to (i) preserve the Business intact, including preserving existing relationships with franchising authorities, suppliers, customers and others having business dealings with Seller relating to the System, maintaining the Assets in good operating condition and repair, replacing obsolete Assets, and maintaining service quality at a level consistent with past practices; (ii) keep available the services of the Employees and pay all compensation and employment taxes as and when due; (iii) file with the appropriate Governmental Entities all reports required to be filed under the Governmental Authorizations and applicable Legal Requirements; (iv) implement planned rate increases; (v) make capital expenditures in the ordinary course of business, consistent with past practice and budget, including expenditures for line extensions and installations; (vi) continue to carry insurance with respect to the Business in such amounts and with respect to such risks as has been historically carried; and (vii) comply in all material respects with all applicable Legal Requirements with respect to the System or the Business. Seller will not take actions or engage in transactions outside the ordinary course of business without first consulting with Buyer. Without limiting the foregoing, except as otherwise required by any Legal Requirement or any Governmental Entity or as permitted by this Agreement, until the Closing, Seller will not, without the prior written consent of Buyer:

(a) make any sale, assignment, transfer, conveyance, abandonment or other disposition of any of the Assets, except for dispositions of inventory or worn-out or obsolete equipment for fair or reasonable value in the ordinary course of business consistent with past practices;

(b) subject any of the Assets, or any part thereof, to any Encumbrance except Permitted Encumbrances;

(c) (i) enter into any contract or agreement or series of related contracts or agreements (other than contracts or agreements that are not material to the Business and are

terminable on no more than 30 days prior notice), (ii) make any commitment, whether directly or indirectly by way of guarantee or otherwise, for an expenditure relating to any System that is not in the ordinary course of business, (iii) renew or extend any System Contract other than in the ordinary course of business, (iv) renew or extend any Governmental Authorization, or (v) amend, modify, suspend performance under, or terminate any System Contract or Governmental Authorization;

(d) fail to timely file valid requests for renewal under Section 626 of the Cable Act with the proper Governmental Entity with respect to all Franchises that will expire within 33 months after any date between the date of this Agreement and the Closing Date;

(e) fail to use commercially reasonable efforts in accordance with past practice to maintain the Assets in good condition and repair, reasonable wear and tear excepted, including failing to perform all reasonable maintenance when scheduled or otherwise appropriate, or fail to maintain inventory for each System at levels appropriate to operate the Business;

(f) fail to maintain its Records in the usual, regular and ordinary manner consistent with past practices or materially change (with respect to the Business, as a whole, or the components of the Business, individually) its accounting practices or policies or its application thereof, except as required by GAAP, accounting or financial reporting rules and regulations, provided that, in the event of any such required change, Seller will promptly notify Buyer thereof in writing;

(g) increase Employee compensation and benefits, except as may be required by applicable Legal Requirements and normal increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits or compensation expense to Seller with respect to the Employees (other than those that Seller will retain upon the Closing);

(h) engage in any marketing or promotional activities other than those listed on Schedule 6.1(h);

(i) fail to implement procedures for disconnection and discontinuance of service to subscribers whose accounts are at least 60 days' delinquent;

(j) reduce the rates charged for Cable Video Services or HSI Services or add, delete, retier or repackage any analog or digital programming services;

(k) except in the ordinary course of business consistent with past practices, sell, transfer or lease any of the Assets to, pay, loan or advance any amount to, or enter into any agreement or arrangement relating to the Business with, any of its Affiliates;

(l) implement or modify any COVID-19 Actions unless required, recommended or modified by any Governmental Entity; or

(m) commit to do any of the foregoing.

6.2 Investigation by Buyer; Records.

(a) Until the Closing, Seller will (a) allow Buyer and its authorized representatives reasonable access, upon reasonable prior notice to Seller, during regular business hours and consistent with the normal operation of Seller, to the assets of Seller and the Records and to officers, employees and agents of Seller for purposes of providing Buyer with information regarding Seller's operations, and (b) furnish Buyer with such financial and operating data and other information with respect to Seller as Buyer may reasonably request, except to the extent that furnishing such information would violate any applicable Legal Requirements.

(b) As soon as practicable, but in no event later than 30 Business Days after the Closing, Seller will deliver to Buyer originals or copies of all material Records in its possession. To the extent any such Records are used in connection with any of Seller's businesses relating solely to a System other than the System being purchased hereunder, Seller may deliver photocopies or other reproductions from which information concerning solely such other System has been deleted.

6.3 Fulfillment of Conditions. Subject to the terms of this Agreement Seller and Buyer will do all such acts and things as may be required or reasonably necessary to satisfy the covenants and obligations under this Agreement and to consummate and complete the transactions contemplated by this Agreement as soon as practicable.

6.4 Notification to Buyer of Changes; Additional Information.

(a) Seller will give Buyer prompt written notice of any event, condition or fact that would cause any of its representations or warranties in this Agreement to be untrue when made, or would be untrue if made at any time after the date of this Agreement.

(b) Seller will from time to time prior to the Closing promptly supplement or amend the Schedules relating to ARTICLE 4 with respect to any matter (i) that existed as of the date of this Agreement and should have been set forth or described in such Schedules or (ii) arising after the date of this Agreement that, if existing as of the date of this Agreement, would have been required to be set forth or described in such Schedules in order to make any representation or warranty set forth in ARTICLE 4 true and correct as of such date. No disclosure by Seller pursuant to this Section 6.4(b), however, will be deemed to amend or supplement such Schedules or to have qualified the representations and warranties contained in this Agreement, unless Buyer expressly consents to such supplement in writing. If the effect of any such updates to Schedules is to disclose any one or more additional properties, privileges, rights, interests or claims as Assets, then Buyer, by notice to Seller, will have the right (to be exercised by written notice to Seller) to cause any one or more of such items to be designated as and deemed to constitute Excluded Assets for all purposes under this Agreement.

(c) By the 10th of each calendar month, and also not less than five days prior to the Closing Date, Seller will deliver to Buyer a report (the "Headend Report") containing:

(i) a true and accurate statement of the information required to be set forth on Schedule 4.23(a) with respect to clause (iv) of Section 4.23, but as of the first day of such calendar month or a date no greater than ten days prior the Closing Date, as the case may

be, with all information calculated and presented consistently with the information on Schedule 4.23(a); and

(ii) correct and complete copies of monthly balance sheet and profit and loss statement.

6.5 Capital Leases; Evidence of Terminations. Prior to the Closing, Seller will pay the remaining balances on any capital or vehicle lease under which it leases any of the Assets and will deliver such Assets to Buyer at Closing free and clear of any Encumbrances (other than Permitted Encumbrances). Seller will provide to Buyer at the Closing evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated.

6.6 Required Consents.

(a) Subject to Section 6.6(b), as soon as reasonably practicable after the date of this Agreement, each Party will prepare and make all filings applicable to obtain all Required Regulatory Approvals. Each Party will promptly file any additional information requested by any Governmental Entity as soon as practicable after receipt of a request for additional information. The Parties will cooperate fully with each other in all reasonable respects in promptly seeking to obtain the Required Regulatory Approvals. Each Party will have the right to review and approve in advance, with such approvals not to be unreasonably withheld or delayed, all filings with Governmental Entities to be made by the other Party in connection with the transactions contemplated by this Agreement. Each Party will coordinate and cooperate with one another in exchanging such information and providing such reasonable assistance as may be requested in connection with such filings, but Buyer will not be required to agree to any changes in, or the imposition of any condition to the transfer to Buyer of, any Governmental Authorizations as a condition to obtaining any Required Regulatory Approval. Each Party will promptly supply the other with copies of all non-confidential correspondence, filings or communications (or memoranda setting forth the substance thereof) between such Party or its representatives and any Governmental Entity or members of their respective staffs with respect to this Agreement or the transactions contemplated hereby. No Party will take in bad faith any action that would have the effect of delaying, impairing or impeding the receipt of any Required Regulatory Approvals.

(b) Seller and Buyer will prepare and file, or cause to be prepared and filed within 15 Business Days after the date of this Agreement, all FCC Forms 394 that the Parties agree are necessary or appropriate. Without the prior consent of Buyer, Seller will not agree with any Governmental Entity to extend or to toll the time limits applicable to such Governmental Entity's consideration of any FCC Form 394 filed with such Governmental Entity.

(c) Seller will employ commercially reasonable efforts to promptly request and obtain each Required Consent, and Buyer will cooperate with Seller in all commercially reasonable respects to obtain each Required Consent. Seller will promptly notify Buyer if, in connection with obtaining any Required Consent, a Governmental Entity or other Person seeks to impose any condition on or change to any Governmental Authorization or System Contract (any such condition or change being referred to as a "Consent Condition"). Without Buyer's prior

written consent, which may be withheld in Buyer's sole discretion, Seller will not agree to any Consent Conditions other than monetary Consent Conditions that Seller will satisfy prior to the Closing and non-monetary Consent Conditions that are not material to the applicable System Contract.

(d) Seller will deliver with each FCC Form 394 a proposed Franchise transfer resolution substantially in the form of **Exhibit A**. In addition, Seller will use commercially reasonable efforts to obtain a renewal or extension of any Franchise (for a period expiring no earlier than three years after the Closing Date) for which a valid notice of renewal pursuant to the formal renewal procedures established by Section 626 of the Communications Act has not been timely delivered to the appropriate Governmental Entity. Seller will request all other Required Consents by letter substantially in the form of **Exhibit B**.

(e) Each month prior to Closing, Seller will deliver to Buyer, a schedule indicating the then current status of each of the Required Consents and Required Regulatory Approvals and what action has been taken by Seller with respect to obtaining such Required Consents and Required Regulatory Approvals. Beginning 60 days after the date of this Agreement, Seller will provide weekly updates (by telephone, electronic mail or in writing) to Buyer regarding the status of such Required Consents and Required Regulatory Approvals.

(f) If, notwithstanding the exercise of their commercially reasonable efforts and compliance with this Section 6.6, Seller is unable to obtain one or more of the Required Consents or Required Regulatory Approvals: (i) if agreed by the Parties, at the Closing, Seller will transfer the affected Asset to Buyer notwithstanding the absence of any such Required Consent or Required Regulatory Approval and (ii) Seller will continue to exercise its commercially reasonable efforts to obtaining each such Required Consent and Required Regulatory Approval for a period of 12 months following the Closing.

6.7 Employee Matters.

(a) Within 30 Business Days following the execution and delivery of this Agreement, Seller will provide to Buyer an updated Employee Schedule and notify Buyer which of the Employees, if any, listed on the Employee Schedule that Seller intends to retain as its employees. Buyer may make offers of employment to any or all Employees disclosed on the Employee Schedule, other than those Employees that Seller indicates it intends to retain. All offers of employment by Buyer will provide for the same salary and work location with respect to each Employee as described on such list and will not be subject to any preconditions other than Buyer's usual and customary hiring procedures that are in conformance with all applicable Legal Requirements. Except as otherwise provided in this Section 6.7, Seller will retain liability for all obligations and liabilities of the Employees who Buyer does not hire at the Closing Date.

(b) Buyer will provide any Employees that Buyer hires with the ability to participate in employee benefit plans, programs, policies and arrangements of Buyer (the "Buyer Plans") and to receive substantially the same benefits under the Buyer Plans as are provided to similarly situated employees of Buyer. Subject to applicable Legal Requirements, Buyer will assume accruals prior to the applicable hire date for unused vacation to the maximum extent permitted under Buyer's vacation policy, but will not assume any sick leave, paid time off, short-

term disability salary continuation payment obligations, or long-term disability payment obligations for any Employee who is receiving long-term disability payments from Seller at the time of the Closing. The Employees hired by Buyer will receive credit for all periods of employment with Seller or its Affiliates prior to the Closing Date for purposes of eligibility and vesting (but not for benefit accrual, except for accrual of vacation benefits under Buyer's relevant plans and policies). Buyer also shall not subject any hired employee to any limitations on benefits for pre-existing conditions under its employee benefit plans, including any group health and disability plans. Notwithstanding any of the foregoing, to the extent that pre-Closing accruals for unused vacation cannot be assumed by Buyer under applicable Legal Requirements or under Buyer's vacation policy, Buyer will have no obligation to assume such accruals and Seller will pay the Employees for such accruals at the Closing.

(c) Seller will make the Employees reasonably available to Buyer prior to the Closing for a reasonable amount of training on Buyer's System, at a mutually agreed upon time and a location reasonably designated by Buyer.

(d) Seller will have full responsibility and liability for offering and providing "continuation coverage" to any "covered employee" who is an Employee, and to any "qualified beneficiary" of such Employee, and who is in each case covered by a "group health plan" sponsored or contributed to by Seller to the extent that such continuation coverage is required to be provided by Seller under Section 4980B of the Code and regulations promulgated thereunder as a result of a "qualifying event" experienced by such covered employee or qualified beneficiary with respect to or in connection with the transactions contemplated by this Agreement. "Continuation coverage," "covered employee," "qualified beneficiary," "qualifying event" and "group health plan" all will have the meanings given such terms under the Section 4980B of the Code and Section 601 et seq. of ERISA.

(e) Seller will be responsible for the maintenance and distribution of benefits accrued up to the Closing Date under Seller's Employee Benefit Plans and Employee Programs, including any 401(k) plan maintained by the Seller, pursuant to the provisions of such plans and programs and any applicable Legal Requirement. Except as provided in Section 6.7(b), Buyer will not assume any obligation or liability for any such accrued benefits or any fiduciary or administrative responsibility to account for or dispose of any such accrued benefits under any Employee Benefit Plan or Employee Program.

(f) Seller has delivered to Buyer descriptions of Seller's vacation and sick leave policies. No later than five days prior to the Closing Date, Seller will provide to Buyer a list of the accrued vacation as of the Closing Date for each Employee to be hired by Buyer.

(g) All claims and obligations under, pursuant to or in connection with any welfare, medical, insurance, disability or other Employee Benefit Plan of Seller or arising under any legal requirement affecting Employees of Seller incurred through and including the Closing Date or resulting from or arising from events or occurrences occurring or commencing through and including the Closing Date will remain the responsibility of Seller. Buyer will not have nor assume any obligation or liability under or in connection with any such Employee Benefit Plan maintained by the Seller.

(h) Nothing in this Section 6.7 or elsewhere in this Agreement will be deemed to make any Employee, or any other employee of Seller or any Affiliate of Seller, a third party beneficiary of this Agreement.

6.8 Environmental Assessments. Seller acknowledges and agrees that, within 20 Business Days of the execution and delivery of this Agreement, Buyer may commission, at Buyer's sole cost and expense, a Phase I environmental site assessment of the Real Property (a "Phase I Assessment"). If Buyer, in its sole discretion, determines based on the Phase I Assessment or any other information known to Buyer (including information disclosed in connection with the negotiation of this Agreement or described in the Schedules hereto) further assessment (including collection and analysis of environmental media) or other additional testing or analysis of the Real Property (a "Phase II Assessment") is advisable, Buyer may conduct or caused to be conducted such testing and analysis at Buyer's sole cost and expense. Seller will comply with any reasonable request for information made by Buyer or its agents in connection with any such investigation, but in no event will Seller be required under this Section 6.9 to disclose any materials constituting attorney-client privilege communications. Upon request by Buyer, Seller will afford Buyer and its agents or representatives access to the Real Property at reasonable times and in a reasonable manner in connection with any such investigation provided that Buyer shall not unreasonably interfere with Seller's use and operation of the Real Property. Should Buyer commission such an investigation, such investigation will have no effect upon the representations and warranties made by Seller to Buyer under this Agreement, except that if any Phase I Assessment or Phase II Assessment documents an environmental condition that would reasonably be construed to be a breach of Seller's representations or warranties herein and such breach is capable of being cured, Seller will be deemed not to have breached such representation or warranty if Seller cures such breach, at no cost to Buyer, in accordance with the provisions of this Agreement.

6.9 Tax Matters.

(a) Each of Buyer and Seller will cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation will include the retention and, upon the other Party's request, the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and Seller will (i) retain all books and records with respect to Tax matters pertinent to the Assets relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Buyer or Seller, any extensions thereof) of the respective taxable periods, (ii) abide by all record retention agreements entered into with any taxing authority, and (iii) give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other Party so requests, allow the other Party to take possession of such books and records.

(b) Buyer and Seller, upon request, will use their commercially reasonable efforts to obtain (or cause their respective Affiliates to obtain) any certificate or other document from any authority or any other Person as may be necessary to mitigate, reduce or eliminate any

Tax that could be imposed (including with respect to the transactions contemplated hereby). Seller will further obtain, prior to Closing, a tax clearance certificate from the State of New York.

(c) Tax Returns required to be filed in respect of Transfer Taxes will be prepared and filed by the Party that has the primary responsibility under applicable Legal Requirements for filing such Tax Returns, or if neither Party has primary responsibility for filing any such Tax Return, by Seller.

(d) Seller will provide written notice to Buyer of, and will allow Buyer to participate in (at Buyer's own expense), any audit by any Governmental Entity that could affect the Tax treatment with respect to the Business or any Assets.

6.10 Use of Seller Marks. For a period of up to 9 months following Closing, Buyer will have the non-exclusive right to use and operate the System using all of the trademarks, trade names, service marks, service names, logos and similar proprietary rights, which are or have been used by Seller with respect to the Business or the System (collectively, the "Seller Marks"); provided that, notwithstanding the foregoing, Buyer will not be required to remove or discontinue using any Seller Marks affixed to converters or other items in or to be used in customer premises or as are otherwise used in a fashion making such removal or discontinuation commercially impracticable for Buyer.

6.11 Transition Services. Seller will provide to Buyer in connection with the System, transition services for a period of up to 9 months following Closing and will cause necessary third parties to cooperate in the provision of, certain transition services following the Closing, which may include the conversion of existing call centers, billing system, telephone services, HSI services, support services, including access to and the right to use its billing system, billing call center, Internet addresses, software, Internet back bone connection, e-mail servers and related fixed assets, and other services requested by Buyer, pursuant to a transition services agreement to be negotiated in good faith by the Parties within 60 days after the date of this Agreement (the "Transition Services Agreement"), a form of which has been provided to Seller. The Transition Services Agreement will contain among other provisions the condition that Seller provide the transition services to Buyer at the Seller's actual and reasonable third-party out of pocket cost. Under no circumstances will Buyer be responsible for Seller's salaries, overhead allocations, internal charges, or amounts payable by Seller to its Affiliates in connection with the provision of the transition services; provided that Seller shall be reimbursed for the cost of services provided by its personnel (to include salary but not bonus or profit sharing contributions). The Transition Services Agreement will contain a sample invoice setting forth the estimated monthly costs for transition services.

6.12 Cooperation with Respect to Third Party Services.

(a) Seller will execute and deliver such documents as may be reasonably requested by Buyer (including notices of termination of all programming agreements and retransmission consent agreements that are Excluded Assets) to comply with the requirements of Buyer's programming contracts and channel line-up requirements with respect to acquisitions of cable television systems. Buyer will not be required to provide specific programming or

channels or to assume any liability with respect to or in connection with the programming agreements of Seller or any of its Affiliates. Neither Party will be required to make any payments to the other's programmers in the fulfillment of its obligations under this Section 6.12.

(b) Unless otherwise restricted or prohibited by any Governmental Entity or applicable Legal Requirement, Seller will, if requested by Buyer at least 30 days in advance, delete at the Closing any distant broadcast signals that Buyer determines will result in unacceptable liability on the part of Buyer for copyright payments with respect to continued carriage of such signals after the Closing, including specifically the broadcast signals for those channels listed on Schedule 6.12(b).

6.13 No Solicitation. Seller (and its directors, officers, employees, representatives and agents) will not, prior to the Closing Date or the date this Agreement is terminated in accordance with its terms, directly or indirectly, (i) offer the Assets, the System or the Business for sale, (ii) solicit, encourage or entertain offers for such Assets, System or Business, (iii) initiate negotiations or discussions for the sale of such Assets, System or Business or (iv) make information about such Assets, System or Business available to any third party in connection with the possible sale of such Assets, System or Business.

6.14 Covenant Not to Compete.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

ARTICLE 7
CONDITIONS TO OBLIGATIONS OF BUYER

Subject to the provisions of Section 7.15, the obligations of Buyer to proceed with the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

7.1 Representations and Warranties of Seller. Each representation and warranty made by Seller will be true and correct in all material respects, or if qualified by materiality, in all respects, when first made and on and as of the Closing, except (i) for changes, if any, permitted or contemplated by this Agreement and (ii) for a representation and warranty that expressly speaks only as of a specific date or time, which need only be true and correct as of such date or time.

7.2 Performance of Seller's Obligations. Seller will have performed in all material respects all covenants, agreements and other obligations to be performed by it on or before the Closing Date pursuant to this Agreement.

7.3 Required Regulatory Approvals. All Required Regulatory Approvals will have been obtained and be in effect as of the Closing Date, will be final and non-appealable, and will be in form and substance reasonably acceptable to Buyer (or, with respect to a Required Regulatory Approval for the transfer of a Franchise, any applicable waiting period has expired to the satisfaction of Buyer or, at the election of Buyer, such Franchise has been terminated), and Buyer will have received copies of all such Required Regulatory Approvals.

7.4 Third Party Consents. All Required Consents (other than Required Regulatory Approvals) will have been obtained, in form and substance reasonably satisfactory to Buyer, and Buyer will have received copies of all such Required Consents.

7.5 Litigation. As of the Closing Date, there will not be in effect any order, decree or injunction of a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and no action will have been taken or threatened by a Governmental Entity, and no Legal Requirement will have been adopted or enacted by any Governmental Entity, that would prevent the consummation of such transactions, or materially impair the ability of Buyer to realize the benefits of the transactions contemplated by this Agreement or result in a Material Adverse Effect.

7.6 No Material Adverse Effect. Since the date of this Agreement, there will not have occurred any event, condition or circumstance that, individually or in the aggregate, has had a Material Adverse Effect that has not been cured by Seller or waived by Buyer in accordance with this Agreement.

7.7 RGUs. As of the most recent Headend Report, the aggregate number of RGUs for all System shall not be less than ██████ of the RGU Target.

7.8 Terms of Cable Franchises. As of the Closing Date, each Franchise will have a remaining term of no less than 36 months.

7.9 No Encumbrances. Buyer shall have evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated, released or waived, as appropriate.

7.10 Liabilities. Seller shall have (i) terminated System Contracts and Governmental Authorizations as requested by Buyer (including all programming agreements and retransmission consent agreements that are Excluded Assets), (ii) provided notice with respect to System Contracts and Governmental Authorizations as requested by Buyer and (iii) taken all other actions reasonably requested by Buyer to limit Buyer's risk with respect to liabilities not included in the Assumed Liabilities; in each case at Seller's sole cost and expense.

7.11 Deletion of Certain Broadcast Signals. At Closing, Seller will have delivered evidence reasonably satisfactory to Buyer that Seller has deleted the broadcast signals listed on Schedule 6.12(b), if any.

7.12 Officer's Certificate. Seller will have delivered to Buyer a certificate, dated as of the Closing Date and signed by one of its duly authorized officers, stating that the conditions set forth in Sections 7.1 and 7.2 have been satisfied.

7.13 Seller's Closing Deliveries. Seller will have executed and delivered, or cause to be executed and delivered, to Buyer the following:

(a) A Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale"), in substantially the form included in **Exhibit C**;

(b) The Transition Services Agreement;

(c) The Noncompetition Covenant for Seller and Herb S. Longware;

(d) An affidavit of Seller, as described in Section 1445(b)(2) of the Code, that Seller is not a "foreign person" (as defined in the Foreign Investment in Real Property Tax Act and applicable regulations) and that Buyer is not required to withhold any portion of the consideration payable under this Agreement under the provisions of such act;

(e) Motor vehicle title certificates, separate bills of sale for specific Assets as required by any applicable Legal Requirement, and all other documents as are reasonably necessary to transfer title to the Assets to Buyer; and

7.14 Additional Conditions.

(a) Buyer will have sought and obtained, if necessary, a permit with the Department of Transportation, and approval thereof from the Adirondack Park Agency and Department of Environmental Conservation.

(b) Seller shall deliver a fully executed copy of the Wire Crossing Agreement, along with any required consent needed from Hudson Railway Company, Inc. d/b/a Canadian Pacific to the assignment of such agreement to Buyer at Closing.

(c) Seller will have performed to Buyer's satisfaction on or before the Closing Date those covenants in Section 6.16.

7.15 Waiver of Conditions. Buyer may waive in writing any or all of the conditions to its obligations under this Agreement, provided that the waiver of any condition to Closing by Buyer will in no way limit Buyer's right to be indemnified by Seller pursuant to ARTICLE 9.

ARTICLE 8 CONDITIONS TO OBLIGATIONS OF SELLER

Subject to the provisions of Section 8.6, the obligations of Seller to proceed with the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

8.1 Representations and Warranties of Buyer. Each representation and warranty made by Buyer will be true and correct in all material respects, or if qualified by materiality, in all respects, when first made and on and as of the Closing, except (i) for changes, if any, permitted or contemplated by this Agreement and (ii) for a representation and warranty that expressly speaks only as of a specific date or time, which need only be true and correct as of such date or time.

8.2 Performance of Buyer's Obligations. Buyer will have performed in all material respects all covenants, agreements and other obligations to be performed by it on or before the Closing Date under this Agreement.

8.3 Litigation. As of the Closing Date, there will not be in effect any order, decree or injunction of a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and no action will have been taken or threatened by a Governmental Entity, and no Legal Requirement will have been adopted or enacted by any Governmental Entity, that would prevent the consummation of such transactions, or materially impair the ability of Seller to realize the benefits of the transactions contemplated by this Agreement or result in a Material Adverse Effect.

8.4 Officer's Certificate. Buyer will have delivered to Seller a certificate, dated as of the Closing Date and signed by one of its duly authorized officers, stating that the conditions set forth in Sections 8.1 and 8.2 have been satisfied.

8.5 Buyer's Closing Deliveries. Buyer will have executed and delivered, or cause to be executed and delivered, to Seller the following:

- (a) The Purchase Price, less the Holdback;
- (b) The Personal Consideration to Herb S. Longware;
- (c) The Bill of Sale;
- (d) The Transition Services Agreement; and

(e) All other documents as are reasonably necessary to evidence the assumption of the Assumed Liabilities by Buyer.

8.6 Waiver of Conditions. Seller may waive in writing any or all of the conditions to its obligations under this Agreement, provided that the waiver of any condition to closing by Seller will in no way limit Seller's right to be indemnified by Buyer pursuant to ARTICLE 9.

ARTICLE 9 INDEMNIFICATION; SURVIVAL PERIOD

9.1 Time Limitations. A claim for indemnification pursuant to Section 9.3(b) must be made in writing to Seller on or before the date that is 18 months following the Closing Date, other than with respect to claims based on a breach of the representations and warranties relating to ERISA, Taxes, Environmental Laws, or Hazardous Substances, which must be made in writing to Seller prior to the expiration of the applicable statute of limitations relating to the matters covered by such representations and warranties. A claim for indemnification pursuant to Section 9.4(b) must be made in writing to Buyer on or before the date that is 18 months following the Closing Date. Notwithstanding the foregoing or any other provision to the contrary contained herein, there will be no time limitation regarding claims (a) based on a breach of the representations and warranties regarding Seller's title to the Assets or either Party's corporate power and authority or (b) for indemnification brought pursuant to Sections 9.3(a), 9.3(c), 9.3(d), 9.3(e), 9.3(f), 9.3(g), 9.4(a) or 9.4(c).

9.2 Amount Limitations. No indemnification claim may be asserted by either Party pursuant to Sections 9.3(b) or 9.4(b) until such Party has suffered Losses in excess of an aggregate deductible equal to \$50,000.00 after which, such Party will be entitled to indemnification from and against all such Losses, including the first \$50,000.00, provided that such deductible amount will not apply to breaches of the representations and warranties relating to ERISA, Taxes, Environmental Laws, Hazardous Substances, Seller's title to the Assets or either Party's corporate power and authority ("Fundamental Representations"). Each Party's obligation to indemnify the other pursuant to Sections 9.3(b) or 9.4(b) will be limited to, and capped at the Purchase Price (after which, such Party will have no obligation to indemnify from and against any further such Losses), provided that such aggregate limitation will not apply to breaches of the representations and warranties relating to the Fundamental Representations.

9.3 Indemnification by Seller. Subject to the limitations provided in Sections 9.1 and 9.2, Seller will indemnify, defend and hold harmless Buyer and its Affiliates (and their current and future officers, directors, employees, agents, shareholders, members, partners, contractors, subcontractors, licensees, invitees, attorneys and all of their heirs and representatives) and its successors and assigns from and against any Losses (determined without reference to any qualifications based on materiality) caused by or arising out of:

(a) Any breach or default in the performance by Seller of any covenant or agreement of Seller contained in this Agreement or any Related Agreement to which it is a party;

(b) Any breach of any representation or warranty made by Seller in this Agreement, in any Related Agreement to which it is a party or in any schedule, exhibit,

certificate or other instrument delivered by or on behalf of Seller pursuant this Agreement or any Related Agreement;

(c) Any liability (other than an Assumed Liability) arising out of or relating to Seller's ownership or operation of the Assets, Business or System prior to the Closing (without regard to whether a claim is asserted before or after the Closing);

(d) Any claim that the transactions contemplated by this Agreement violate the Worker Adjustment and Retraining Notification Act ("WARN") or any similar state or local law or any bulk transfer or fraudulent conveyance laws of any jurisdiction;

(e) Any rate refund ordered by a Governmental Entity for periods prior to the Closing Date;

(f) The presence, generation, removal or transportation of a Hazardous Substance on or from any of the Real Property prior to the Closing Date, including the costs of removal and clean-up of such Hazardous Substance and other compliance with provisions of Environmental Laws (without regard to whether a claim is asserted before or after the Closing); and

(g) Any failure of Seller to perform its obligations in respect of the Excluded Liabilities.

9.4 Indemnification by Buyer. Subject to the limitations provided in Sections 9.1 and 9.2, Buyer will indemnify and hold harmless Seller (and its former, present and future officers, directors, employees, agents, shareholders, contractors, subcontractors, licensees, invitees, attorneys and all of their heirs and representatives) and its successors and assigns from and against any Losses (determined without reference to any qualifications based on materiality) caused by or arising out of:

(a) Any breach or default in the performance by Buyer of any covenant or agreement of Buyer contained in this Agreement or any Related Agreement to which it is a party;

(b) Any breach of any representation or warranty made by Buyer in this Agreement, in any Related Agreement to which it is a party or in any schedule, exhibit, certificate or other instrument delivered by or on behalf of Buyer pursuant this Agreement or any Related Agreement; or

(c) Any failure of Buyer to perform its obligations in respect of the Assumed Liabilities.

9.5 Holdback. To provide a fund for Seller's potential indemnification obligations under this ARTICLE 9, the Holdback will be retained by Buyer, to be held after the Closing Date. On the first Business Day following the date that is 18 months following the Closing Date, the remaining amount of the Holdback, decreased by any Losses for which Buyer and its Affiliates (and their current and future officers, directors, employees, agents, shareholders, members, partners, contractors, subcontractors, licensees, invitees, attorneys and all of their heirs and representatives) and its successor and assigns are entitled to be indemnified pursuant to

Section 9.3 be paid by Buyer to Seller, Buyer's claims for indemnification will not be limited to the Holdback or the unreleased portion of the same.

9.6 Indemnification Procedures. Any Person that is or may be entitled to indemnification under any provision of this Agreement (the "Indemnitee") will promptly notify the Party who is or may be obligated to provide such indemnification (the "Indemnitor") in writing of any matter that relates or may relate to a claim for indemnification under this Agreement.

(a) Third Party Claims. The Indemnitor may contest and defend in good faith any claim of third parties covered by this Section 9.6, provided that (a) such contest is made without cost or prejudice to the Indemnitee and (b) within 10 Business Days after the Indemnitor's receipt of notice of such claim, the Indemnitor notifies the Indemnitee of its desire to defend and contest such claim. The other Party will reasonably cooperate with the Party assuming the defense in its investigation and response to any third party claim. If the Indemnitor does not notify the Indemnitee of its desire to contest the claim, (y) the Indemnitor will nonetheless be entitled to participate in any proceeding regarding a third party claim for which the Indemnitor may have indemnification obligations hereunder, and (z) the Indemnitor will reimburse the Indemnitee on demand for any payment actually made by the Indemnitee at any time on or after the Closing Date with respect to any Losses to which the obligation of indemnity relates and to which the Indemnitor has been duly notified in a timely manner under this Section 9.6 (subject to the limitations on indemnification obligations set forth in Section 9.1 and Section 9.2). If the Indemnitor assumes the defense, the Indemnitee will have the right, at the Indemnitee's expense, to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the claim. No Indemnitor will settle or compromise any third party claim in which any relief other than the payment of money damages is sought against any Indemnitee or, in the case of any claim relating to an Indemnitee's liability for any Tax, if the effect of such settlement or compromise would be to increase the Indemnitee's liability for the payment of any Tax for any period on or after the Closing Date, unless the Indemnitee consents in writing to such settlement or compromise.

(b) Direct Claims. Any Action by an Indemnitee on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnitee giving the Indemnitor reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnitee becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnitor of its indemnification obligations, except and only to the extent that the Indemnitor forfeits rights or defenses by reason of such failure. Such notice by the Indemnitee shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnitee. The Indemnitor shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnitee shall allow the Indemnitor and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnitee shall assist the Indemnitor's investigation by giving such information and assistance (including access to the Indemnitee's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnitor or any of its professional advisors may reasonably request. If the

Indemnitor does not so respond within such 30 day period, the Indemnitor shall be deemed to have rejected such claim (a “Disputed Claim”), in which case the Indemnitee shall be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions of this Agreement. If Indemnitor responds within such 30 day period disputing such claim (“Dispute Notice”) and Indemnitor and Indemnitee cannot mutually resolve the dispute within 30 days after the receipt of the Dispute Notice, then either party shall be free to pursue such remedies as may be available on the terms and subject to the provisions of this Agreement or at law or in equity, including through litigation, in order to resolve the Disputed Claim.

9.7 Other Indemnification Provisions. The Parties will make appropriate adjustments for proceeds actually received pursuant to insurance and third-party indemnification in determining Losses for purposes of this ARTICLE 9. All indemnification payments under this ARTICLE 9 will be deemed adjustments to the Purchase Price.

9.8 Exclusive Remedy. In the absence of fraud, if Closing occurs, the right of the Parties to assert indemnification claims and receive indemnity payments under this Agreement is the sole and exclusive right and remedy exercisable by the Parties with respect to any Losses arising out of any breach by any Party of any representation, warranty, covenant or agreement of such Party set forth in this Agreement or otherwise relating to this Agreement and the transactions contemplated hereby. No Party will have any other remedy (statutory, equitable, common law or otherwise) against any other Party with respect to such matters, and all such other remedies are hereby waived. Without limiting the foregoing, each of the Parties acknowledges that it will not have any remedy after the Closing for any breach of any representation, warranty, covenant or agreement set forth in this Agreement, except as expressly provided in this ARTICLE 9.

ARTICLE 10 TERMINATION

10.1 Termination. The Parties may terminate this Agreement prior to the Closing as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing in the event (i) Seller breaches, in any material respect, any representation, warranty or covenant contained in this Agreement or if either Party receives a denial of any Required Regulatory Approval, (ii) Buyer has notified Seller of the breach (specifying in reasonable detail such breach) or denial, and (iii) the breach or denial has continued without cure or written waiver by Buyer for a period of 30 days after Buyer’s delivery of such notice of breach;

(c) Buyer or Seller may terminate this Agreement by giving written notice to the other at any time prior to the Closing if the Closing does not occur on or before the date that is nine (9) months after the date of this Agreement, other than by reason of a breach or default by

the Party seeking to terminate this Agreement under this Section 10.1(c) of any of the covenants or agreements contained in this Agreement;

(d) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing in the event (i) Buyer breaches, in any material respect, any representation, warranty or covenant contained in this Agreement, (ii) Seller has notified Buyer of the breach (specifying in reasonable detail such breach), and (iii) the breach has continued without cure or written waiver by Seller for a period of 30 days after Seller's delivery of such notice of breach;

(e) Either Party may terminate this Agreement in the event that any Legal Requirement becomes effective and continues in effect for 90 days restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement;

(f) Buyer may terminate this Agreement pursuant to Section 11.14.

10.2 Effect of Termination. Upon termination pursuant to Section 10.1, this Agreement will become void and of no further force and effect, except that Sections 11.2, 11.8, and 11.9 will survive indefinitely, and except that, if either Party commits a breach of this Agreement prior to such termination, the other Party will be entitled to the remedy of specific performance in addition to any and all other available legal or equitable remedies (including damages).

ARTICLE 11 OTHER MATTERS

11.1 Further Assurances. From time to time after the Closing, each Party, upon the request of the other Party and without further consideration, will execute, deliver and acknowledge all such instruments of transfer and conveyance and do and perform all such other acts and things as either Party may reasonably require to carry out the intent of this Agreement.

11.2 Governing Law. The validity, interpretation and performance of this Agreement will be determined in accordance with the laws of the state of Delaware applicable to contracts made and to be performed wholly within that state.

11.3 Counterparts; Exhibits and Schedules. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The Exhibits and the Schedules attached to this Agreement are hereby incorporated in this Agreement by this reference.

11.4 Successors and Assigns.

(a) This Agreement will be binding upon Seller and Buyer and their respective successors and assigns. No right, benefit or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party, except that Buyer will have the right, without the consent of Seller and without being released from any of its obligations hereunder, (i) to transfer, pledge or assign this Agreement as security for any

financing or (ii) transfer or assign this Agreement, in whole or in part, to any Affiliate of Buyer. In the event of an assignment by Buyer to an Affiliate, such assignee will execute and deliver to Seller an agreement containing the assumption by such assignee of the performance and observance of each covenant and condition of this Agreement to be performed or observed by Buyer.

(b) In addition, either Party (the “Exchanging Party”) may assign its rights under this Agreement (but not obligations) to a qualified intermediary within the meaning of Code Section 1.1031(k)-1(g)(4)(iii) (“Qualified Intermediary”) and the other Party will cooperate with the Exchanging Party as may be reasonably necessary in connection with such assignment and the deferred tax-free exchange to be accomplished in connection therewith, including acknowledging the execution of a written agreement between the Exchanging Party and the Qualified Intermediary. Notwithstanding the foregoing, the Exchanging Party’s attempt at any such an exchange, and the other Party’s obligation to cooperate with such exchange, will not extend to any act or omission that may have the effect of (i) impairing the other Party’s rights and remedies under this Agreement (including its rights to indemnification, to the assurances provided by the Exchanging Party’s representations and warranties, and to close the transaction contemplated by the Agreement within the time and in the manner specified), (ii) increasing other Party’s obligations or liability under this Agreement or resulting in any additional cost, expense or liability to the other Party, or (iii) preventing or delaying the Closing beyond the date set forth in the Agreement. In no event will the Exchanging Party’s attempt to effect a tax deferred exchange be a condition to the Closing, and the Exchanging Party will, and hereby agrees to, indemnify, defend and hold the other Party harmless from and against any and all Losses threatened against, suffered or incurred by such other Party by reason of its cooperation or the Exchanging Party’s attempt at exchange treatment. Further, and with respect to any transaction in which Seller is the Exchanging Party, Seller may not undertake any assignment or other action contemplated by this Section 11.4(b) that would impair the title to the Assets, and Buyer will not be required to take title to any property other than the Assets. Buyer may demand reasonable assurances from Seller to such effect prior to entering into any agreement or consenting to any assignment of Seller’s rights or obligations hereunder.

11.5 Entire Agreement. This Agreement, the Related Agreements and the non-disclosure agreement of September 18, 2020, between the Parties (the “Non-Disclosure Agreement”) contain the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior negotiations, discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter of this Agreement, the Related Agreements and the Confidentiality Agreement. There are no representations, warranties, covenants or agreements between the Parties with respect to the subject matter of this Agreement other than those expressly set forth in this Agreement, the Related Agreements or the Confidentiality Agreement.

11.6 Construction and Interpretation. The table of contents and the headings of the Articles, Sections and subsections are for convenience only and will not affect the meaning of this Agreement. Unless the context of this Agreement or the Exhibits or the Schedules hereto clearly requires otherwise, (a) the words “includes” and “including” are used without limitation, and (b) the word “or” will have the inclusive meaning represented by the phrase “and/or.” No

presumption will apply in favor of any Party in the interpretation of this Agreement or the resolution of any ambiguity in any provision of this Agreement.

11.7 Expenses. Regardless of whether the transactions contemplated hereby are consummated, each of the Parties will pay, except as otherwise provided herein, its own expenses, income and other Taxes, and costs (including the fees, disbursements and expenses of its attorneys, accountants, consultants and financial advisors) incurred by it in negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated by this Agreement.

11.8 Public Announcements and Releases. Except as otherwise required by applicable Legal Requirements or any applicable stock exchange rules, neither Party will make nor cause to be made any public announcement or release concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, and both Parties will keep this Agreement and its terms confidential.

11.9 Notices. All notices or other communications regarding this Agreement that either Party may be required or desire to give to the other Party will be in writing and will be deemed to have been duly given only (a) when given by personal service upon actual receipt, (b) three Business Days after being sent and properly delivered by registered or certified mail, return receipt requested, postage prepaid, or (c) one Business Day after being sent and properly delivered by overnight courier, to the Persons and at the addresses specified below, or to such other Person at such other address as may be substituted by notice given as provided herein. Notice delivered in accordance with the forgoing methods may be accompanied by email notice which shall be deemed a courtesy copy.

If to Seller: CABLE COMMUNICATIONS OF WILLSBORO, INC.
PO Box 556
Willsboro, NY 12996
Attention: Herb S. Longware
e-mail: herb@willex.com

with a copies to: Cinnamon Mueller
1714 Deer Tracks Trail-Suite 230
St Louis, MO 63131
Attention: Bruce Beard
e-mail: bbeard@cinnamonmueller.com

If to Buyer: SPECTRUM NORTHEAST, LLC
c/o Charter Communications, Inc.
400 Atlantic Street
Stamford, Connecticut 06901
Attention: Scott Schwartz, GVP, Corporate Finance and Treasurer
email: scott.schwartz@charter.com

with copies to: Charter Communications, Inc.
12405 Powerscourt Drive

St. Louis, Missouri 63131
Attention: Constance C. Kovach, VP, Associate General Counsel
- Corporate
Email: connie.kovach@charter.com

Either Party may change the address to which notices are to be addressed by giving the other Party notice in the manner herein set forth.

11.10 Waivers. Except as otherwise provided herein, Seller or Buyer may waive in writing compliance by the other Party hereto (to the extent such compliance is for the benefit of the Party giving such waiver) with any of the terms, covenants or conditions contained in this Agreement (except such as may be imposed by any applicable Legal Requirement). Any waiver by any Party of any violation or breach of or default under any provision of this Agreement by the other Party will not be construed as, or deemed to constitute, a continuing waiver of such provision or the waiver of any other violation or breach of or default under any other provision of this Agreement. The waiver of any condition to Closing by a Party who has knowledge of a breach by the other Party will not be deemed a waiver of any rights and remedies with respect to such breach under this Agreement.

11.11 Amendments. No amendment of any provision of this Agreement will be valid unless the same is in writing and signed by each of the Parties.

11.12 No Third Party Beneficiaries. Except as provided in Sections 9.3 and 9.4, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

11.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

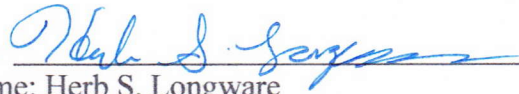
11.14 Risk of Loss. The risk of any loss or damage to the Assets resulting from fire, theft or any other casualty (except reasonable wear and tear) will be borne by Seller at all times prior to the Closing. In the event that any such loss or damage is sufficiently substantial so as to create a Material Adverse Effect, Seller will immediately notify Buyer, and Buyer may by written notice to Seller elect to either (a) proceed toward consummation of the transactions in accordance with the terms of this Agreement (which election will not be deemed a waiver of any of its remedies or Seller's representations, warranties or covenants under this Agreement) or (b) terminate this Agreement. If Buyer does not elect to terminate this Agreement notwithstanding such loss or damage, all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage will be delivered by Seller to Buyer, or the rights thereto will be assigned by Seller to Buyer, if not yet paid over to Seller, and Seller will pay to Buyer the amount of the deductibles with respect to the relevant insurance policies.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first above written.

SELLER:

**CABLE COMMUNICATIONS OF
WILLSBORO, INC.**

By: 
Name: Herb S. Longware
Title: President

BUYER:

SPECTRUM NORTHEAST, LLC
By: Charter Communications, Inc., its Manager

By: _____
Name: Scott Schwartz
Title: GVP, Corporate Finance and Treasurer

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first above written.

SELLER:

**CABLE COMMUNICATIONS OF
WILLSBORO, INC.**

By: _____
Name: Herb S. Longware
Title: President

BUYER:

SPECTRUM NORTHEAST, LLC
By: Charter Communications, Inc., its Manager

By:  _____
Name: Scott Schwartz
Title: GVP, Corporate Finance and Treasurer

SCHEDULES
in connection with the
ASSET PURCHASE AGREEMENT
between
CABLE COMMUNICATIONS OF WILLSBORO, INC.
and
SPECTRUM NORTHEAST, LLC (BUYER)

Dated as of May 27, 2021

These schedules (these “Schedules”) are the Schedules referred to and defined in the Asset Purchase Agreement identified above (the “Agreement”). All capitalized terms used in these Schedules and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

LIST OF SCHEDULES

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**Schedule A:
System and Communities**

PSID	Headend	Franchise/Community	CUID
012745	Willsboro	Town of Willsboro	NY1425
012745	Willsboro	Town of Essex	NY1490

**Schedule 4.3:
Required Consents**

- **Franchises**

- Cable Television Franchise between the Town of Willsboro and Cable Communications of Willsboro, Inc. EXECUTED May 14, 2014; ISSUED AND EFFECTIVE on February 11, 2015 by the State of New York Public Service Commissions.
- Memorandum of Understanding and Authority between the Town of Chesterfield and Cable Communications of Willsboro, Inc. effective date June 2, 2009.
- Franchise Agreement between the Town of Essex, Essex County, New York and Cable Communications of Willsboro, Inc., dated October 9, 2020; ISSUED AND EFFECTIVE on January 26, 2021 by the State of New York Public Service Commission.

█ [REDACTED]

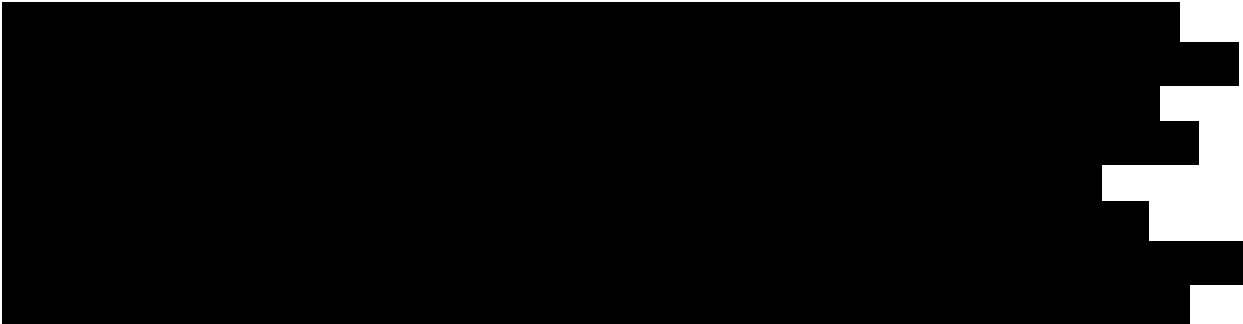
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Schedule 4.5:
Absence of Certain Changes

- Seller changed Pension Plan to a Profit-Sharing Plan January 1, 2021
- Seller received a Paycheck Protection Program Loan
- Areas were included in Rural Digital Opportunity Fund reverse auction and grants.
- Seller is participating in the Emergency Broadband Benefit Plan Program.
- Seller has filed a small system waiver regarding New York State Budget Bill S2506-C's requirement to offer broadband speeds to certain low-income customers beginning at \$15 per month.

**Schedule 4.6(a):
Encumbrances to be Released Prior to Closing**



**Schedule 4.7(a):
Owned Real Property**

[REDACTED]

[REDACTED]

[REDACTED]

**Schedule 4.8:
System Contracts**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

**Schedule 4.9:
Employee Benefit Plans and Employee Programs of Seller**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Schedule 4.12(a):
Governmental Authorizations**

FCC Registrations

PSID	Headend	Franchise	CUID
012745	Willsboro	Town of Willsboro	NY1425
012745	Willsboro	Town of Essex	NY1490

Other:

- New York State Broadband Program (Excluded Asset)

Earth Station Registration:

FCC - SESREG2018043000656 (Excluded Asset)

- **Franchises**
 - Cable Television Franchise between the Town of Willsboro and Cable Communications of Willsboro, Inc. EXECUTED May 14, 2014; ISSUED AND EFFECTIVE on February 11, 2015 by the State of New York Public Service Commissions.
 - Memorandum of Understanding and Authority between the Town of Chesterfield and Cable Communications of Willsboro, Inc. effective date June 2, 2009.
 - Franchise Agreement between the Town of Essex, Essex County, New York and Cable Communications of Willsboro, Inc., dated October 9, 2020; ISSUED AND EFFECTIVE on January 26, 2021 by the State of New York Public Service Commission.

**Schedule 4.12(b):
Franchise Matters**

PSID	Headend	Franchise	Franchise Expiration	CUID
012745	Willsboro	Town of Willsboro	February 11, 2025	NY1425
012745	Willsboro	Town of Essex	January 26, 2026	NY1490

**Schedule 4.14:
Retransmission Consent and Other Matters**

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

**Schedule 4.21:
Bonds; Letters of Credit**



**Schedule 4.23(a):
System Information**

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

**Schedule 4.23(b):
Rate Cards and Channel Lineups**

CableCom/Willex.com--- P.O. Box 625, Willsboro NY 12996 --- (518)-963-4116

**** Listing of Services and Prices****

Standard Installation: Cable TV Only= \$34.95

Standard Installation: Internet Only= \$49.95 +tax

Standard Installation: Internet & 2 TVs= \$49.95

+tax

During time of installation each additional TV over 2 is \$10.00 per TV +tax

Purchase of Arris Modem: \$60.00 +tax= \$64.80

In Fiber Areas: Standard Installation: \$395.00 + tax (Includes Arris modem)

**** Internet Monthly Service****

Residential Internet Service (CMR) A La Carte: \$59.95 ~ 25mbps down/ 4mbps

upResidential Internet Service w/TV: \$39.95 + \$69.95= \$109.90

Business Internet Service (CMB) A La Carte: \$99.95 ~ 40mbps down/ 5mbps up

Business Internet Service w/TV: \$79.95 + \$69.95= \$149.90

Internet Service (CMB Plus) A La Carte: \$114.95 ~ 50mbps down/ 5mbps up

Internet Service CMB Plus w/TV: \$94.95 + \$69.95= \$164.90

Internet 100 Service A La Carte: \$189.95 ~ 100mbps down/ 10mbps up

Internet 100 Service w/TV: \$169.95 + \$69.95= \$239.90

Internet 25/4 NYS Broadband Service: \$60.00 a month available in areas where service is through NYS Broadband grant funding. Please contact us regarding installation costs

**** Basic Cable TV Service****

1 TV is \$69.95 per month ~ each additional TV is \$2.00 more each

monthDigital Cable TV Packages also available

6 month min. on internet service - Must provide own wireless router Billing Practices

For consumer complaints that cannot be resolved with the company, you may contact the

New York Department of Public Service (DPS). Website: www.dps.ny.gov/complaints

Phone: DPS Helpline 1-800-342-3377 or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223

CHANNEL GUIDE

For questions or service call
518-963-4116

WACX/CBS.....	2
Local Information.....	3
WCAI-DT	3.11
Movies.....	3.12
Circle.....	3.13
Start.....	3.14
WVNY/ABC.....	4
WGNA.....	5
WPTZ-DT.....	5.1
ME TV.....	5.2
CKMI/GLOBAL.....	6
WCFE/PBS.....	7
WWOR/UPN.....	8
WPTZ/NBC.....	9
CFTM/TVA.....	10
ION.....	11
WFFF/FOX.....	12
WETK/ETV.....	13
C-SPAN.....	14
VH-1.....	15
CMT.....	16
ARTS & ENTERTAINMENT.....	18
CNN.....	19
CBMT/CBC.....	20
CFTO/CTV.....	21
CBFT/SRC.....	22
WVNY-DT.....	22.11

Laft.....	22.12
Grit.....	22.13
Quest.....	22.14
PARAMOUNT.....	23
DISCOVERY.....	24
USA NETWORK.....	25
City TV.....	26
ESPN CLASSIC.....	27
ESPN 2.....	28
ESPN.....	29
WTBS.....	30
TNT.....	31
BRIDGE CHANNEL.....	32
NICKELODEON.....	33
WETK-DT.....	33.1
World.....	33.2
Create.....	33.3
PBS Kids.....	33.4
AMERICAN MOVIE CLASSICS.....	34
QUALITY VALUE SERVICE.....	35
HISTORY.....	36
TV LAND.....	37
NATIONAL GEOGRAPHIC.....	38
TURNER CLASSIC.....	39
HOME & GARDEN.....	40
WEATHER CHANNEL.....	41
LIFETIME.....	42
MTV.....	43
ANIMAL PLANET.....	44
WFFF-DT.....	44.1
Court TV.....	44.2
Bounce.....	44.3
Antenna.....	44.4
LEARNING CHANNEL.....	45
DISNEY.....	46
ABC FAMILY.....	47
FOX NEWS.....	48
HALLMARK.....	49
FOOD NETWORK.....	50
SCI FI.....	51

CNBC.....	52
FX.....	53
BRAVO.....	54
CARTOON.....	55
COMEDY.....	56
WCFE-DT.....	57.1
NHK World.....	57.2
PBS Kids.....	57.3
EWTN.....	98
CICA/TVO.....	99

Cable Packages Available with Set Top Box Basic Plus and Premium Channel Offerings

Please note: All Packages listed below start with the “Set top Package” which includes an Electronic Program Guide with Program Information by Channel and Time. There is a rental fee of \$6.00 per month.

Basic Plus: \$12 per month

Channel

308	GSN- Game Show Network
320	National Geographic
326	OWN
328	Destination America
329	Discovery Family
330	American Hero Channel
331	Investigation Discovery
332	The Science Channel
340	FYI
341	VICE
342	BBC America
345	Ovation
360	Bravo

368	Hallmark Channel
369	Hallmark Movies and Mysteries
372	Lifetime Movie Network
380	WE (Women's Entertainment)
388	The Cooking Channel
390	Home Shopping Network
391	QVC
404	Disney XD
408	Nick Toons
410	Nick Jr.
418	ESPN Classic
429	Wild
430	RFD TV
441	ESPN News
445	Golf Channel
453	FXX
455	NBC Sports Network
457	Fox Sports 1
458	Discovery Life
466	MTV 2
467	NICM
468	BETJ
471	VH1 Classic Rock
472	BET Soul
476	CMTM
477	GAC
490	FXM
491	IFC- International Film Channel

Cinemax: \$9.95 per month

Channel

600 Cinema East

601	Cinema West
602	More Max East
603	More Max West
604	Action Max East
605	Thriller Max East

STARZ Superpack: \$11.95 per month

Channel

610	STZEN
611	SZENw
612	STZAC
613	STZAw
614	STZCL
615	SCZLw
616	STZSU
617	STZSw
618	STZBK
619	SZBKw
620	STZWS
621	STZWw
622	STZFM
670	STARZ
671	STRZw
672	STZE
673	STZEw
674	STZB
675	STZCI
676	STZK
677	STZC

HBO: \$16.95 per month

Channel

630	HBO East
631	HBO West
632	HBO Family East
633	HBO Family West
634	HBO 2 East
635	HBO 2 West
636	HBO Signature East
637	HBO Signature West
638	HBO Comedy East
639	HBO Zone East

Stingray Music: (included with guide)

Channels

- 900 Easy Listening
- 901 Gospel
- 902 Hit List
- 903 Holiday Hits
- 904 Pop Adult
- 905 Christian
- 906 Flashback 70's
- 907 Jukebox Oldies
- 908 Remember the 80's
- 909 Classic RnB & Soul
- 910 Hip Hop / R&B
- 911 Rock
- 912 Adult Alternative
- 913 Classic Rock
- 914 Rock Alternative
- 915 Alt-Country Americana
- 916 Country Classics
- 917 Hot Country
- 918 No Fences
- 919 Smooth Jazz
- 920 Jazz Masters
- 921 Romance Latino

922 Classic Masters
923 The Spa
924 The Chill Lounge

**Schedule 4.24:
Overbuilds**

RDOF Funding Awarded in System Census Blocks

DBS Providers

Wireless Service Providers

Cellular Service Providers

SLIC has transport fiber through a portion of the System.

**Schedule 4.25:
COVID-19**



**Schedule 6.1(h):
Marketing or Promotional Past Practices**

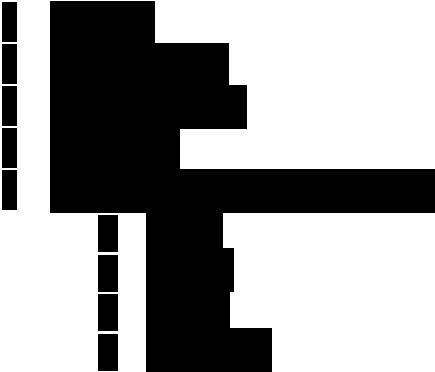
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Participation in FCC Emergency Broadband Program.

**Schedule 6.12(b):
Termination of Broadcast Signals**



**ANNEX A
EXCLUDED HEADEND INVENTORY**

Cable Communications of Willsboro

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[REDACTED]	[REDACTED]

**ANNEX B
HEADEND INVENTORY TO ASSUME**

Cable Communications of Willsboro

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