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Exhibit J

Purchase Agreement and Disclosure Schedules

CONFIDENTIAL

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PURCHASE AND SALE AGREEMENT

BY AND AMONG

CEQUEL CORPORATION,

ALTICE US HOLDING I S.A R.L.,

ALTICE US HOLDING II S.A R.L.,

ALTICE S.A.,

the Sellers parties hereto

and

CEQUEL III, LLC

May 19, 2015

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EXHIBITS

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Exhibit B	The Conversion Formula
Exhibit C	Allocation Exhibit
Exhibit D	Description of Vendor Financing
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Exhibit O	[Redacted]
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Exhibit S	Transition Services Term Sheet

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”), dated as of May 19, 2015, is made by and among Cequel Corporation, a Delaware corporation (the “Company”), Altice S.A., a public limited liability company (*société anonyme*), incorporated and existing under the laws of the Grand Duchy of Luxembourg (“Parent”), Altice US Holding I S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and organized under the laws of the Grand Duchy of Luxembourg (“Altice US Holding I” and, together with BidCo US, the “Purchasers”), Altice US Holding II S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and organized under the laws of the Grand Duchy of Luxembourg (“Altice US Holding II”), BC European Capital IX - G1 Suddenlink LP, a Guernsey limited partnership (“BCP-1”), BC European Capital IX - G2 Suddenlink LP, a Guernsey limited partnership (“BCP-2”), BC European Capital IX - G3 Suddenlink LP, a Guernsey limited partnership (“BCP-3”), BC European Capital IX - G4 Suddenlink LP, a Guernsey limited partnership (“BCP-4”), BC European Capital IX - G5 Suddenlink LP, a Guernsey limited partnership (“BCP-5”), BC European Capital IX - G6 Suddenlink LP, a Guernsey limited partnership (“BCP-6”), BC European Capital IX - G7 Suddenlink LP, a Guernsey limited partnership (“BCP-7”), BC European Capital IX - G8 Suddenlink LP, a Guernsey limited partnership (“BCP-8”), BC European Capital IX - G9 Suddenlink LP, a Guernsey limited partnership (“BCP-9”), BC European Capital IX - G10 Suddenlink LP, a Guernsey limited partnership (“BCP-10”), BC European Capital IX - G11 Suddenlink LP, a Guernsey limited partnership (“BCP-11”), BC European Capital - Suddenlink Co-Investment G1 LP, a Guernsey limited partnership (“BCPCI-1”), BC European Capital - Suddenlink Co-Investment G2 LP, a Guernsey limited partnership (“BCPCI-2”), BC European Capital - Suddenlink Co-Investment G3 LP, a Guernsey limited partnership (“BCPCI-3”), BC European Capital - Suddenlink Co-Investment G4 LP, a Guernsey limited partnership (“BCPCI-4”), BC European Capital - Suddenlink Co-Investment G5 LP, a Guernsey limited partnership (“BCPCI-5”), BC European Capital IX Limited, a Maltese company (“BCP IX” and, together with BCP-1, BCP-2, BCP-3, BCP-4, BCP-5, BCP-6, BCP-7, BCP-8, BCP-9, BCP-10, BCP-11, BCPCI-1, BCPCI-2, BCPCI-3, BCPCI-4 and BCPCI-5, the “BCP Sellers”), CPPIB-Suddenlink LP, a Delaware limited partnership (“CPPIB Seller” and, together with the BCP Sellers, the “Sponsor Sellers”), BC European Capital - Suddenlink GP LP, a Guernsey limited partnership (“BCP GP Seller”), IW4MK Carry Partnership LP, a Delaware limited partnership (“Management Holder Seller” and, together with the Sponsor Sellers and the BCP GP Seller following the Seller Reorganization, each a “Seller” and collectively the “Sellers”), BC Partners Limited, a company organized under the laws of the United Kingdom (“BC Partners”), CPPIB Equity Investments Inc., a Canadian corporation (“CPPIB Equity” and, together with BC Partners, the “Sponsors”), and Cequel III, LLC, a Delaware limited liability company (“C3”). Capitalized terms used and not otherwise defined herein have the meanings set forth in ARTICLE I below.

WHEREAS, Management Holder Seller owns [Redacted] shares (the “Management Holder Class A Shares”) of the Company’s Class A Common Stock, par value \$0.01 per share (“Class A Common Stock”);

WHEREAS, the Sponsor Sellers collectively own [Redacted] shares of Class A Common Stock (“Sponsors Class A Shares”) and [Redacted] shares of the Company’s Class B Common Stock (“Class B Common Stock” and, together with the Class A Common Stock, the

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Subject to General Order 66-C and Public Utilities Code § 583

“Common Stock”), par value \$0.01 per share (such shares of Class B Common Stock, the “Sponsors Class B Shares” and, together with the Sponsors Class A Shares the “Sponsors Common Shares” and, together with the Management Holder Class A Shares, the “Common Shares”);

WHEREAS, as of the date hereof, Sponsor Sellers and Management Holder Seller own all of the issued and outstanding Common Stock of the Company;

WHEREAS, certain employees, consultants and advisors of the Company are participants in the carried interest plans of the Sponsor Sellers (the “Management Participants”);

WHEREAS, in connection with the transactions contemplated hereby, the interests in the carried interest plans by the Management Participants shall be cashed out (the “Carry Interest Cash Out”);

WHEREAS, in connection with the Carry Interest Cash Out, immediately prior to the Closing, each BCP Seller shall redeem all of the Class B Interests in the BCP Seller held by BCP GP (a) for that number of shares of Common Stock of the Company currently held by such BCP Seller as calculated in accordance with Exhibit B (such shares, “GP Shares”, and such redemptions, the “Seller Reorganization”) and (b) pursuant to redemption agreements in substantially the form attached hereto as Exhibit P;

WHEREAS, Parent will undertake, or cause to be undertaken, the transactions set forth on Exhibit N (the “Purchaser Reorganization”);

WHEREAS, in connection with, and pursuant to, the Purchaser Reorganization, after the date hereof and prior to the Closing, Parent will form, or cause to be formed, a Delaware corporation wholly owned by Altice US Holding II (“BidCo US” and, together with Altice US Holding I, the “Purchasers”);

WHEREAS, in connection with, and pursuant to, the Purchaser Reorganization, after the date hereof and prior to the Closing, Parent will form, or cause to be formed, two Delaware corporations initially wholly owned by Altice US Holding II (“Altice US Finance I” and “Altice US Finance II”);

WHEREAS, in connection with, and pursuant to, the Purchaser Reorganization, immediately prior to the Closing, Parent shall cause each of BidCo US, Altice US Holding I, Altice US Holding II, Altice US Finance I and Altice US Finance II to be capitalized as set forth on Exhibit N;

WHEREAS, in connection with, and pursuant to, the Purchaser Reorganization, immediately prior to the Closing, Altice US Holding II will cause all of the equity interests in each of Altice US Finance I and Altice US Finance II to be contributed to BidCo US;

WHEREAS, subject to the terms and conditions set forth herein, the Sponsor Sellers desire to sell, and Altice US Holding I desires to purchase, for cash and the Senior Notes, an aggregate number of shares of Common Stock set forth on the Ownership Exhibit opposite such

Sponsor Seller's name under the heading "Altice US Holding I Purchased Shares" (collectively, the "Altice US Holding I Purchased Shares");

WHEREAS, subject to the terms and conditions set forth herein, the Management Holder Seller and the BCP GP Seller desire to sell, and Parent desires BidCo US to purchase, for cash, 100% of the shares of Common Stock held by the Management Holder Seller and the BCP GP Seller (the "Management BidCo US Shares");

WHEREAS, subject to the terms and conditions set forth herein, the Sponsor Sellers desire to sell, and Parent desires BidCo US to purchase, for cash an aggregate number of shares of Common Stock set forth on the Ownership Exhibit opposite such Sponsor Seller's name under the heading "BidCo US Purchased Shares" (collectively with the Management BidCo US Shares, the "BidCo US Purchased Shares");

WHEREAS, subject to the terms and conditions set forth herein, the Sponsor Sellers desire to sell and transfer to the Company, and the Company desires to purchase from the Sponsor Sellers, for cash (to be paid to the Sponsor Sellers on the Closing Date in connection with step 11 of the Purchaser Reorganization) an aggregate number of shares of Common Stock set forth on the Ownership Exhibit opposite such Sponsor Seller's name under the heading "Company Repurchased Shares" (collectively, the "Company Repurchased Shares");

WHEREAS, immediately following the purchase of the Company Repurchased Shares, BidCo US shall be merged with and into the Company with the Company as the surviving entity (the "Downstream Merger");

WHEREAS, immediately following the Downstream Merger, Parent and the Company shall consummate, or cause to be consummated, steps 9 through 11 of the Purchaser Reorganization, including the payment to the Sponsor Sellers by the Company of the cash owed to the Sponsor Sellers for the Company Repurchased Shares; and

WHEREAS, immediately following the Downstream Merger, each of the Sponsor Sellers, Altice US Holding I and Altice US Holding II shall hold that percentage of the issued and outstanding Common Shares of the Company set forth opposite such Person's name on Exhibit H (the "Post-Closing Ownership Exhibit").

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

ARTICLE I

DEFINITIONS

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

“2015 Company Budget” means the monthly budget of the Company for the year ended December 31, 2015 as delivered to the Purchaser Parties on or prior to the date hereof.

“2016 Company Budget” means the monthly budget of the Company for the year ended December 31, 2016 to be prepared by the Company on a basis consistent with the preparation of the 2015 Company Budget.

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

“Affiliate” means, with respect to a Person, subject to the last sentence of this definition, (a) any other Person controlling, controlled by, or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise and (b) (i) such Person’s spouse, (ii) a lineal descendant of such Person or such Person’s parents, the spouse of any such descendant or a lineal descendant of any such spouse, (iii) a charitable institution controlled (whether by funding or otherwise) by such Person and/or the Persons set forth in clauses (i) and (ii) above, (iv) a trustee of a trust (whether inter vivos or testamentary), all of the current beneficiaries and presumptive remaindermen of which are such Person and/or one or more of the Persons described in clauses (i) through (ii) above, (v) a corporation, limited liability company, trust, cooperative, or partnership or any other entity of which all of the outstanding shares of capital stock or interests therein are owned by such Person and/or Persons described in clauses (i) and (ii) of this definition, (vi) an individual covered by a qualified domestic relations order with such Person or any Person described in clauses (i) and (ii) above or (vii) a legal or personal representative of such Person or any Person described in clauses (i), (ii), or (vi) above in the event of any such Person’s death or disability. For purposes of this Agreement, (A) any portfolio company of a private equity fund or investment manager shall not be deemed an “Affiliate” of such private equity fund or investment manager or any Affiliate thereof, (B) any portfolio companies of BC Partners, Inc., BC Partners Limited and Canada Pension Plan Investment Board (or any of their respective Affiliates) shall not be deemed “Affiliates” of any Seller, the Company or any Company Subsidiary, (C) neither the controlling shareholder of Parent as of the date hereof, nor any portfolio companies of such controlling shareholder, other than Parent, shall be deemed “Affiliates” of Parent, Purchasers and Altice Holding II other than with respect to Sections 7.5 and 7.8 and (D) any unrelated business owned, operated, and/or managed by C3 separate and apart from the Company and the Company Subsidiaries will not be deemed to be an “Affiliate” of any Seller, the Company or any Company Subsidiary other than with respect to Sections 3.18(a)(xiv), 3.21 and 6.1(b)(xiv).

“Aggregate Bonus Amount” means an aggregate amount of cash sufficient to permit the Company to make payment of the Bonus Amounts [Redacted].

“Aggregate Common Share Cash Amount” means the total portion of the Purchase Price paid to the Sellers in cash as set forth in the Allocation Exhibit.

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

“Balance Sheet Date” means December 31, 2014.

“Basic Operating Covenants” means the covenants and agreements set forth in Sections 6.1(b)(iii), (iv), (v) (but not with respect to Indebtedness for borrowed money), (vii) through (ix), (xi) (clause (y) only), (xii) through (xiv), (xvi), (xvii), (xxii), (xxiv), (xxvi) and (xxvii) (but in the case of (xxvii) only with respect to the foregoing clauses).

“BCP Management Agreement” means the Advisory Agreement, dated as of November 15, 2012 and as amended from time to time, by and between the Company and BC Partners Limited.

“Bonus Amount” means a [Redacted] cash bonus payable to each Bonus Eligible Employee by the Company in connection with the Closing.

“Bonus Eligible Employee” means [Redacted].

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

“Bylaws” means the Bylaws of the Company as in effect on the date hereof, and as further amended from time to time after the date hereof.

“Cash Consideration” means an amount equal to [Redacted] less (a) the amount of any Leakage identified in the Allocation Exhibit prior to the Closing, including Leakage set forth in the Leakage Certificate, less (b) Seller Attributable Transaction Expenses and less (c) the Aggregate Bonus Amount; provided that the reduction for the Aggregate Bonus Amount shall only reduce the portion of the Cash Consideration to be received by the Sponsor Sellers and Management Holder Seller in accordance with such Sponsor Seller’s and Management Holder Seller’s allocated contribution to the Aggregate Bonus Amount as set forth in the Allocation Exhibit.

“Cash Purchase Price” means the Cash Consideration less the Repurchase Price.

“CCH” means Cequel Communications Holdings, LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company.

“CCH I” means Cequel Communications Holdings I, LLC, a Delaware limited liability company and a wholly-owned indirect Subsidiary of the Company.

“CCH II” means Cequel Communications Holdings II, LLC, a Delaware limited liability company and a wholly-owned indirect Subsidiary of the Company.

“Cequel Capital” means Cequel Capital Corporation, a Delaware corporation and wholly-owned indirect subsidiary of the Company.

“Cequel Communications” means Cequel Communications, LLC, a Delaware corporation and wholly-owned indirect subsidiary of the Company.

“Certificate of Incorporation” means the certificate of incorporation of the Company filed with the Secretary of State of the State of Delaware on July 3, 2012, and any and all amendments thereto and restatements thereof filed with the Secretary of State of the State of Delaware.

“CFIUS” means the Committee on Foreign Investment in the United States.

“CFIUS Approval” shall mean that: (a) a written notice shall have been issued by CFIUS that it has determined that there are no unresolved national security concerns with respect to the transactions contemplated by this Agreement, or (b) if CFIUS has sent a report to the President of the United States requesting the President’s decision with respect to the transactions contemplated by this Agreement, then (x) the President shall have announced a decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement or (y) having received a report from CFIUS requesting the President’s decision, the President shall not have taken any action after fifteen (15) days from the date the President received such report from CFIUS.

“Closing Date Payments” means (a) the payment in full of the Aggregate Common Share Cash Amount, (b) the payment in full of all Funded Debt pursuant to its terms and (c) the payment of all costs, fees and expenses in connection with such payment of Funded Debt (including the Debt Financing Expenses).

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Share Consideration” means the consideration to be received by each Seller at Closing for its Common Shares of the Company as set forth in the Allocation Exhibit.

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

“Company Attributable Transaction Expenses” means, subject to the reimbursement obligations of the Purchaser Parties contained in the last sentence of Section 10.5 (which amounts shall not be considered Company Attributable Transaction Expenses), all Transfer Taxes, [Redacted], HSR Filing Fees, Debt Financing Expenses, Debt Payment Expenses and all other Transaction Expenses that are not Seller Attributable Transaction Expenses.

“Company Benefit Plans” means every material “employee benefit plan” (as defined in Section 3(3) of ERISA) and other plan, fund, Contract, program and arrangement which is sponsored, maintained or contributed to by the Company or any Company Subsidiary, or with respect to which the Company or any Company Subsidiary has any obligation or liability, whether actual or contingent, for the benefit of present or former employees, officers, directors

or consultants of the Company and/or any Company Subsidiary, including, without limitation, those intended to provide: (i) medical, surgical, health care, hospitalization, dental, vision, life insurance, death, disability, legal services, severance, sickness, accident or other welfare benefits (whether or not defined in Section 3(1) of ERISA), (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified and whether or not defined in Section 3(2) of ERISA), (iii) employment, retention, bonus, incentive compensation, option, stock appreciation right, phantom stock, stock purchase or other equity-based benefits or (iv) salary continuation, supplemental unemployment, termination pay, vacation or holiday benefits (whether or not defined in Section 3(3) of ERISA).

“Company Bonus Payments” means: [Redacted].

“Company Budget” means, as applicable, the 2015 Company Budget or the 2016 Company Budget.

“Company Incentive Plan” means, as applicable, the Suddenlink Communications Incentive Compensation Plan for calendar year 2015, as in effect on the date hereof, or the Suddenlink Communications Incentive Compensation Plan for calendar year 2016 provided that Parent has provided its prior written consent to such Company Incentive Plan for calendar year 2016.

“Company Subsidiary” means a Subsidiary of the Company.

“Confidentiality Agreement” means that certain confidentiality agreement among Cequel Corporation and Parent [Redacted].

“[Redacted]”

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

“Copyrights” means all copyrights and other rights, whether registered or unregistered, in any works of authorship of any type, in any media or medium, now known or hereinafter developed, and whether or not completed, published, or used, all termination rights, moral rights, rights of publicity, author rights and all other rights associated therewith, and all registrations and applications therefor and all extensions, restorations and renewals of any of the foregoing, and all rights and priorities afforded under any Law with respect to any of the foregoing.

“CPPIB Management Agreement” means the Advisory Agreement, dated as of November 15, 2012 and as amended from time to time, by and between the Company and CPPIB Equity Investments Inc.

“Credit Agreement” means the Credit and Guaranty Agreement, dated as of February 14, 2012, as amended as of April 12, 2013, by and among Cequel Communications, certain Subsidiaries thereof and CCH II as guarantors, Credit Suisse AG, as administrative agent and collateral agent, the other agents named therein, and the lenders party thereto, as amended, restated, supplemented, modified and/or amended and restated from time to time.

“Damages” means any liabilities, losses, claims, damages, penalties, fines, deficiencies, assessments, judgments, costs or expenses (including reasonable attorneys’ fees and expenses), in each case that are suffered or incurred (but excluding any special, indirect, consequential, exemplary or punitive Damages or any Damages associated with any lost profits or lost opportunities of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity or any Damages that are based on any multiple of any of the foregoing or any multiple of earnings or other financial metric except for any such Damages awarded to a third party as part of any third party claim).

“Debt Agreements” means the Credit Agreement and the Indenture.

“Debt Commitment Letter” means a debt commitment letter from one or more Financing Sources [Redacted].

“[Redacted]”

“Debt Financing Expenses” means all costs, fees and expenses payable by the Company in connection with the Debt Financing [Redacted].

“Debt Payment Expenses” means all costs, fees, expenses, prepayment penalties, breakage fees and other exit fees payable in connection with the payment of Funded Debt.

“DGCL” means the General Corporation Law of the State of Delaware.

“Disclosure Schedules” means the Company Disclosure Schedule and the Seller Disclosure Schedule.

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

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

“[Redacted]”

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

“FCC” means the Federal Communications Commission.

“Financing Source” means each entity that is party to, and agrees to provide or arrange all or any portion of the Debt Financing pursuant to, any Debt Commitment Letter and/or any additional or replacement lender, arranger, bookrunner, syndication agent or other entity acting in a similar capacity for the Debt Financing or any Alternate Financing (but excluding, for the avoidance of doubt, the Purchaser Parties or any Sponsor Seller).

“Fixtures and Equipment” means all furniture, furnishings, vehicles, equipment, computers, tools, electronic devices, towers, trunk and distribution cable, decoders and spare

decoders for scrambled satellite signals, amplifiers, power supplies, conduits, vaults and pedestals, grounding and pole hardware, installed subscriber devices (including drop lines, converters, encoders, transformers behind television sets and fittings), headends and hubs (origination, transmission and distribution systems) hardware and closed circuit devices and other tangible personal property (other than inventory) held by the Company or any of the Company Subsidiaries, wherever located.

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

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

“Funded Debt” means all liabilities and obligations of the Company and its Subsidiaries for borrowed money pursuant to the Debt Agreements outstanding immediately prior to the Closing, together with all accrued but unpaid interest thereon immediately prior to the Closing, and all prepayment penalties, breakage fees and other exit fees paid or payable in the event that such indebtedness is to be repaid as of the Closing ([Redacted]); provided that Funded Debt shall not include any Surviving Debt.

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

“GAAS” means generally accepted auditing standards in the United States as of the relevant date.

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

“Governmental Authorization” means permits, certificates, licenses, approvals, registrations and authorizations required to be held by the Company and the Company Subsidiaries under all federal, state and local Laws in connection with the conduct of its business as conducted as of the date of this Agreement, but excluding Franchises.

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

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

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

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

“Indenture” means, collectively, the (i) Indenture, dated as of October 25, 2012, among CCH I (as successor by merger with Cequel Communications Escrow I, LLC), Cequel Capital (as successor by merger with Cequel Communications Escrow Capital Corporation) and U.S. Bank National Association, as trustee, (ii) Indenture, dated as of May 16, 2013, among CCH I, Cequel Capital and U.S. Bank National Association, as trustee, and (iii) Indenture, dated as of September 9, 2014, among CCH I, Cequel Capital, and U.S. Bank National Association, as trustee, and in each case including all amendments, restatements, amendments and restatements, supplements, supplemental indentures, or other modifications thereto.

“Intellectual Property” means all U.S. or foreign intellectual property and proprietary rights of any kind or nature, whether protected, created or arising under any Law, including all: (a) Patents, (b) Trademarks, (c) Know-How, (d) Internet domain names, (e) social media handles and other identifiers, (f) Copyrights, (g) Trade Secrets, (h) software, databases, rights in databases, rights in compilations of data (including personally identifiable information), (i) registered designs, (j) rights in proprietary information and confidential information in any form,

whether or not specifically listed herein and all rights to limit the use or disclosure of any of the foregoing, and all documentation relating to any of the foregoing, (k) corresponding recordings, licenses and similar agreements relating to any of the foregoing, (l) registrations, issuance, grants and applications therefor and all renewals, restorations and extensions thereof, (m) rights to bring an action for past, present and future infringement, dilution, misappropriation or other impairment or violation of rights and to receive damages, proceeds or other legal or equitable protections and remedies with respect to any of the foregoing, (n) similar or equivalent rights to any of the foregoing, and (o) rights and priorities afforded under any Law with respect to any of the foregoing.

“IRS” means the United States Internal Revenue Service.

“Know-How” means all existing and available technical information, know-how and data, including inventions (whether patentable or not), patent and invention disclosures, improvements, technology, processes, processing methods, manufacturing techniques, formulae, schematics, work-flow diagrams, technical data and all other proprietary and confidential information and business and marketing plans, discoveries, specifications, instructions, processes and formulae.

“knowledge of the Company” or “Company’s knowledge” means the actual knowledge, after reasonable investigation, of [Redacted]; it being understood and agreed that the obligation to conduct a “reasonable investigation” will be deemed satisfied if such Persons inquire of their respective “direct report” employees of the Company or Company Subsidiary who are primarily responsible for the matter in question.

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

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

“Leakage Indemnitor” means [Redacted]

“Leakage Party” means any Seller and each of their respective Affiliates (including C3); provided that none of the Company or any of the Company Subsidiaries shall be a Leakage Party.

“Liens” means any lien, statutory or otherwise, security interest, mortgage, deed of trust, priority, pledge, charge, right to purchase, option, restriction on transfer, right of first refusal or other encumbrance or similar right of others.

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

“Management Agreement” means the Second Amended and Restated Cequel Communications Management Agreement, dated as of November 15, 2012, by and between CCH and C3 and as further amended from time to time.

“[Redacted]”

“Management Sellers” means the Management Holder Seller and BCP GP Seller.

“Material Adverse Effect” means any event, change, effect, occurrence, circumstance or development having an effect that, individually or in the aggregate with any other event, change, effect, occurrence, circumstance or development, is materially adverse to the business, assets, liabilities, financial condition, results of operations or business operations of the Company and the Company Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed either alone or in combination with one another to constitute a Material Adverse Effect: (i) general international, national, regional, local or industry-wide economic, political, business, financial or market conditions, (ii) any adverse effect to the extent arising from any action taken by the Company as required by this Agreement or taken at the written request of the Purchaser Parties, (iii) any adverse effect to the extent generally affecting the cable or telecommunications industry, (iv) any adverse effect to the extent relating to any failure to obtain the consent or similar Order or determination of a Governmental Body [Redacted], (v) any failure by the Company or the Company Subsidiaries to meet any internal or external projection (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect), (vi) the announcement of the execution, or the pendency, of this Agreement, (vii) any changes in applicable Law or GAAP, GAAS or any other accounting standards (or the interpretation thereof) after the date of this Agreement, or (viii) acts of God, national disasters, an outbreak or escalation of hostilities involving the United States or any other country, or the occurrence of any military or terrorist attack upon the United States; except, in the case of clauses (i), (iii), (vii) and (viii), to the extent that such event, change, effect, occurrence, circumstance or development has a disproportionate impact, individually or together, on the Company and the Company Subsidiaries (taken as a whole) relative to the other businesses operating in the industry in which the Company and the Company Subsidiaries operate.

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

“Material Owned Real Property” means those parcels of real property owned by the Company or a Company Subsidiary set forth on Section 1.1(b) of the Company Disclosure Schedule.

“New Stockholders Agreement” means the Stockholders Agreement to be entered into by the Company, Parent and the Sponsor Sellers following the Closing in substantially the form set forth on Exhibit E attached hereto.

“Order” means any order, writ, judgment, injunction, decree, ruling, assessment, stipulation, determination or award entered by or with any court or other Governmental Body or arbitrator.

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

“Outside Date” means [Redacted].

“Ownership Exhibit” shall mean the Ownership Exhibit attached hereto as Exhibit A as the same may be updated from time to time by the Sponsor Sellers to (a) reflect GP Shares that are transferred to BCP GP Seller in connection with the Seller Reorganization and (b) provide that the number of BidCo US Purchased Shares and/or the number of the Repurchased Shares to be sold by the Sponsor Sellers should be modified to reflect the Purchaser Reorganization (and the actual amount of balance sheet cash at the Company and Debt Financing obtained by the Purchaser Parties).

“Parent Acquisition Transaction” means the entry into a definitive agreement by any Purchaser Party or its Affiliates, with respect to the investment in, or acquisition of, the equity or assets of, any business, company, partnership, organization, proprietorship or other entity that participates in any manner in the cable system operator business and/or any similar or related business, including the provision of video, phone and internet services, whether provided by fixed line, wireless or cellular in the territory of the United States of America.

“Patents” means all (i) issued patents and patent applications (and any patents that issue as a result of those patent applications), (ii) renewals, restorations, reissues, reexaminations or other post-grant proceedings, extensions, continuations, continuations-in-part, divisions, revisions, certificates of invention, supplemental protection certificates and substitutions relating to any of the issued patents and patent applications, and (iii) rights and priorities afforded under any Law with respect to any of the foregoing.

“Permitted Leakage” means: [Redacted]

“Permitted Liens” means, with respect to the Company and the Company Subsidiaries (i) Liens for taxes, assessments and other governmental charges not yet due and payable, or being contested in good faith by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP, (ii) Liens imposed or promulgated by Law or any Governmental Body with respect to real property, including zoning, building, environmental or similar restrictions, (iii) easements, licenses, covenants, conditions, minor title defects, rights-of-way and other similar restrictions and encumbrances; provided the same would not, individually or in the aggregate, materially impair the occupancy or use of the Material Owned Real Property or Material Leased Real Property for the purposes for which it is currently used in connection with business of the Company and the Company Subsidiaries, (iv) mechanic’s, materialmen’s, warehousemen’s, carriers’, workers’ or repairmen’s and similar Liens incurred in the Ordinary Course of Business, (v) leases, subleases and other occupancy agreements, granting to any party or parties the right of use or occupancy of any portion of the Company Real Property, except as would have, or would reasonably be expected to have, a material and adverse impact on the

Company and the Company Subsidiaries, taken as a whole, (vi) landlord's liens for amounts not yet due and payable or that are being contested in good faith, (vii) Liens incurred in the Ordinary Course of Business in connection with workers' compensation and unemployment insurance or similar Laws, (viii) Liens pursuant to, or permitted under, the Debt Agreements or any other ancillary agreements, documents or instruments entered into in connection with the Debt Agreements, (ix) Liens listed in Section 1.1(c) of the Company Disclosure Schedule, (x) rights reserved to any Governmental Body to regulate the affected property that do not materially affect the operation of the property subject thereto, (xi) any severed mineral or oil and gas estates, or mineral or oil and gas leasehold estates, or rights of a proprietor or a vein or lode to extract or remove such proprietor's ore and (xii) Liens that would not, individually or in the aggregate, reasonably be expected to materially interfere with the use of the affected property in the operation of the business of the Company and the Company Subsidiaries.

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

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

"Purchase Price" means an amount equal to the Cash Consideration plus the aggregate principal amount of the Senior Notes.

"Purchased Shares" means the shares of Common Stock set forth on the Ownership Exhibit opposite each Seller's name under the headings "BidCo US Purchased Shares" and "Altice US Holding I Purchased Shares", (a) which shall include, and for which the Ownership Exhibit shall be updated, any GP Shares transferred to the BCP GP Seller in connection with the Seller Reorganization, in each case to be sold by such Seller pursuant to this Agreement and (b) provided that the number of BidCo US Purchased Shares and/or the number of Repurchased Shares to be sold by the Sponsor Sellers shall be modified to reflect the Purchaser Reorganization (and the actual amount of Debt Financing obtained by the Purchaser Parties).

"Purchaser Attributable Transaction Expenses" means all fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses, and travel, lodging, entertainment and associated expenses) incurred by the Purchaser Parties or any of their respective Affiliates in connection with the negotiation of this Agreement and the other agreements contemplated by this Agreement, the performance of this Agreement and the other agreements contemplated by this Agreement, and the consummation of the transactions contemplated by this Agreement but shall not include any Seller Attributable Transaction Expenses or Company Attributable Transaction Expenses.

"Purchaser Parties" means Parent, Altice US Holding I, Altice US Holding II and BidCo US.

“Repurchase Price” means an amount initially equal to [Redacted]; provided, however, that such amount shall be modified to reflect the Purchaser Reorganization (and the actual amount of balance sheet cash at the Company and Debt Financing obtained by the Purchaser Parties). For the avoidance of doubt, the sum of the amounts required to be paid to each Sponsor Seller pursuant to Sections 2.2(b)(ii), 2.2(b)(iii), and 2.2(c) shall not be less than each Sponsor Seller’s allocable portion of the Cash Consideration as set forth on the Allocation Exhibit.

“Repurchased Shares” means the shares of Common Stock set forth on the Ownership Exhibit opposite each Sponsor Seller’s name under the heading “Repurchased Shares”.

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

“Seller Attributable Transaction Expenses” means the [Redacted] and all fees, costs and expenses of legal counsel, investment bankers, brokers or other third party representatives and consultants incurred by the Sponsor Sellers, Management Holder Seller, the Company or any of their respective Affiliates prior to the Closing in connection with the transactions contemplated by this Agreement but shall not include the Debt Financing Expenses, the Debt Payment Expenses, the Purchaser Attributable Transaction Expenses or the Company Attributable Transaction Expenses; provided, that as among the Sellers, no Seller Attributable Transaction Expenses shall be allocated to the BCP GP Seller in the Allocation Exhibit, as long as such Seller Attributable Transaction Expenses are reflected in the calculation of the consideration paid to the Management Participants in the Carry Interest Cash Out.

“Senior Note Agreement” means an indenture incorporating the terms set forth in the Description of Vendor Financing set forth in Exhibit D attached hereto, which indenture shall reflect such description of securities in the manner consistent with bank arranged private placements of high yield securities in reliance on Rule 144A under the Securities Act and substantially similar, mutatis mutandis, to the indenture governing the bonds to be issued by Affiliates of Parent in connection with the transactions contemplated by this Agreement.

“Senior Notes” means the senior notes, issued pursuant to the Senior Note Agreement, in an aggregate principal amount of [Redacted] to be issued by Altice US Holding I to the Sponsor Sellers on the Closing Date.

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

legal, equitable, secured or unsecured or (ii) right to any equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Stockholders Agreement” means the Stockholders Agreement, dated as of November 15, 2012 and as amended from time to time, by and among the Company, the Sponsor Sellers, Management Holder Seller and the other parties thereto.

“Subsidiary” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association, limited liability company or other business entity of which a majority of the partnership, membership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association, limited liability company or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association, limited liability company or other business entity or is or controls the managing director, general partner or managers of such partnership, association, limited liability company or other business entity. [Redacted].

“Surviving Debt” means all liabilities and obligations of the Company and its Subsidiaries for borrowed money pursuant to a given Debt Agreement, if any, for which and to the extent that the Purchaser Parties deliver to the Sellers a duly executed certificate at least fifteen (15) Business Days prior to the Closing Date stating that, with respect to such Debt Agreement, the required agents, lenders, trustees and/or security holders, as applicable, of the obligations thereunder have agreed, by way of consent, waiver or otherwise, to amend or otherwise modify the applicable Debt Agreement or to enter into a transaction, in any such case as a result of which such Debt Agreement and all or any portion of the obligations thereunder are permitted to remain outstanding on the Closing Date after giving effect to the transactions contemplated by this Agreement without causing a default thereunder or requiring an offer to purchase the obligations thereunder (to be determined based on the assumption that a ratings downgrade will have occurred on the Closing Date), and such certificate shall specify the principal amount of all obligations outstanding under the applicable Debt Agreement and the principal amount thereof that constitutes Surviving Debt.

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

“Tax” or “Taxes” means (i) any federal, state, local or foreign income, gross receipts, capital stock, franchise, profits, license, payroll, social security, employment, unemployment, disability, real property, ad valorem/personal property, stamp, severance, excise, production, occupation, sales, use, transfer, registration, value added, windfall profits, alternative or add-on minimum, or other tax, charge, fee, levy, custom tariff, impost, duty, or assessment imposed by any Governmental Body (other than a Franchise Authority), including any interest, penalty or

addition attributable to such items (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period or otherwise through operation of Law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

“Tax Returns” means any return, declaration, claims for refund, report, statement, information return or other document filed or required to be filed with any Governmental Body in connection with the determination, assessment or collection of any Tax, and any schedules or attachments thereto and amendments or supplements thereof.

“Team Telecom” means, collectively, the U.S. government agencies participating in any national security review of an FCC notified transaction involving potential foreign ownership of U.S. telecommunications assets, including the Department of Justice, Federal Bureau of Investigation, Department of Homeland Security, and Department of Defense.

“Trade Secrets” means trade secrets and Know-How meeting the definition of a trade secret under the Uniform Trade Secrets Act.

“Trademarks” means all (i) trademarks, service marks, trade dress, logos, slogans, brand names, trade names, corporate names and all other identifiers of source, quality or origin, whether registered or unregistered, together with any registrations and applications for registration thereof and all extensions and renewals of any of the foregoing and all goodwill associated with or symbolized by any of the foregoing, (ii) URL and domain name registrations, and (iii) rights and priorities afforded under any Law with respect to any of the foregoing.

“Transaction Expenses” means all fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers and other representatives and consultants and associated expenses) incurred by the Sponsor Sellers, Management Holder Seller, the Company or any of their respective Affiliates prior to the Closing in connection with the transactions contemplated by this Agreement; provided that the Purchaser Attributable Transaction Expenses shall not be Transaction Expenses hereunder.

“Transfer Taxes” means all transfer, documentary, sales, use, stamp, recording, registration, conveyance and other similar Taxes applicable to, or resulting from, the transactions contemplated by this Agreement.

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

“[Redacted] LLCs” means [Redacted].

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

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

Term	Section Number
Acquisition Transaction	7.4
Affiliate Contracts	7.3
Affiliate Contract Terminations	3.21
Agreement	Preamble
Alternate Financing	7.5(e)(ii)
Alternate Financing Commitment	7.5(e)(ii)
Alternate Financing Commitment Letter	7.5(e)(ii)
Altice US Finance I	Recitals
Altice US Finance II	Recitals
Altice US Holding I	Preamble
Altice US Holding I Purchased Shares	Recitals
Altice US Holding II	Preamble
Antitrust Division	7.5(b)
Applicable Anti-corruption Laws	3.25
BC Partners	Preamble
BCP-1	Preamble
BCP-2	Preamble
BCP-3	Preamble
BCP-4	Preamble
BCP-5	Preamble
BCP-6	Preamble
BCP-7	Preamble
BCP-8	Preamble
BCP-9	Preamble
BCP-10	Preamble
BCP-11	Preamble
BCPCI-1	Preamble
BCPCI-2	Preamble
BCPCI-3	Preamble

Term	Section Number
BCPCI-4	Preamble
BCPCI-5	Preamble
BCP IX	Preamble
BCP GP	Preamble
BCP GP Seller	Preamble
BCP Sellers	Preamble
BidCo US Purchased Shares	Recitals
BidCo US	Recitals
C3	Preamble
C3 Service Agreements	7.17
Carry Interest Cash Out	Recitals
Company Repurchased Shares	Recitals
CPPIB Equity	Preamble
CPPIB GP	Preamble
CPPIB Seller	Preamble
Claim	7.9(b)
Class A Common Stock	Recitals
Class B Common Stock	Recitals
Closing	2.1
Closing Date	2.1
Common Shares	Recitals
Common Stock	Recitals
[Redacted]	[Redacted]
Company	Preamble
Company Confidential Information	7.13(b)
Company Disclosure Schedule	ARTICLE III
Company Governmental Approvals	3.4(b)
Company Incurred Financing Expenses	6.2
Company Leased Property	3.15
Company Owned Property	3.15
Company Real Property	3.15

Term	Section Number
Conduct of Business Response	6.1(a)
[Redacted]	[Redacted]
Consent	7.5(d)
[Redacted]	[Redacted]
Debt Financing	5.4
Downstream Merger	Recitals
Enforceability Exception	3.15
Equity Financing	5.4
FCPA	3.25
First Extended Outside Date	1.1
Franchise Authority	7.5(d)
FTC	7.5(b)
GP Shares	Recitals
HSR Filing Fees	7.5(b)
Indemnatee	7.9(a)
[Redacted]	[Redacted]
Insurance Policies	3.20
IT Assets	3.19(d)
Latham	2.1
Leakage Certificate	2.5(a)(iii)
Leakage Indemnification Period	2.8(b)
[Redacted]	[Redacted]
[Redacted]	[Redacted]
Management Holder Seller	Recitals
Management Holder Class A Shares	Recitals
Management Participant	Recitals
Material Contracts	3.18(a)
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Term	Section Number
Other Company Leased Property	3.15
Other Company Owned Property	3.15
Ownership Exhibit	Preamble
Parent	Preamble
Pay-off Letter	2.10
Permitted Leakage Schedule	1.1
Pole Attachment Agreements	3.18(a)(ii)
Post-Closing Ownership Exhibit	Recitals
Profit Sharing Terms	7.10
Purchased Shares	Recitals
Purchaser Reorganization	Recitals
Purchasers	Recitals
Purchasers' Representatives	7.1
Repurchase	Recitals
Related Agreements	7.15
Report	3.27
Representatives	7.4
Restricted Period	7.8
Second Extended Outside Date	1.1
Second Requests	7.5(b)
Seller Reorganization	Recitals
Sellers	Preamble
Seller Disclosure Schedule	ARTICLE IV
Share Acquisitions	2.2(c)
Specified Employee	7.7
Sponsor Sellers	Preamble
Sponsors	Preamble
Sponsors Class A Shares	Recitals
Sponsors Class B Shares	Recitals
Sponsors Common Shares	Recitals
Terminated Affiliate Contracts	7.3

Term	Section Number
Term Sheet Profit Sharing Terms	7.10
Third Extended Outside Date	9.1(c)
Transition Services Agreement	7.18
Unaudited Financial Statements	3.5
Waived Benefit	7.14

ARTICLE II

PURCHASE AND SALE

2.1 The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Latham & Watkins LLP (“Latham”), 885 Third Avenue, New York, New York 10022 at 10:00 a.m. Eastern Time on the fifth Business Day following full satisfaction or due waiver of all of the closing conditions set forth in ARTICLE VIII hereof (other than those to be satisfied at the Closing) or on such other date as is mutually agreed to by the Parent and the Sponsor Sellers. The date of the Closing is referred to herein as the “Closing Date.” The Closing shall become effective upon the consummation of the Share Acquisitions and the time when the Certificate of Merger with respect to the Downstream Merger has been duly filed with and accepted by the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties and specified in the Certificate of Merger.

2.2 Sale and Purchase of Purchased Shares; Repurchase of Repurchased Shares.

(a) Prior to the Closing Date, (i) Parent shall form (or cause to be formed) BidCo US and Parent shall assign to BidCo US its rights and obligations under this Agreement relating to BidCo US, provided that no such assignment shall relieve Parent from any of its obligations or liabilities under this Agreement, and (ii) Parent shall consummate (or cause to be consummated) steps 1 through 4 contemplated by the Purchaser Reorganization.

(b) On the terms and subject to the conditions set forth in this Agreement, at the Closing each Seller will sell, assign, transfer and deliver to the applicable Purchaser, and Parent will purchase or cause the applicable Purchaser to purchase from each such Seller, each such Seller’s Purchased Shares free and clear of all Liens as follows:

(i) In consideration of each Management Seller’s sale of its Management BidCo US Shares to BidCo US, subject to the terms and conditions of this Agreement, upon the Closing Parent shall pay or cause BidCo US to pay (or cause to be paid) to such Management Seller, by wire transfer of immediately available funds to the account or accounts designated by such Management Seller, an amount in cash equal to that portion of the Aggregate Common Share Cash Amount payable for such Purchased Shares which will be allocated and paid to such Management Seller in accordance with the Allocation Exhibit, subject to any adjustments made pursuant to Section 2.8.

(ii) Next, in consideration of each Sponsor Seller's sale of its BidCo US Purchased Shares to BidCo US, subject to the terms and conditions of this Agreement, upon the Closing Parent shall pay or shall cause BidCo US to pay (or cause to be paid) to such Sponsor Seller, by wire transfer of immediately available funds to the account or accounts designated by such Sponsor Seller, an amount in cash equal to that portion of the Aggregate Common Share Cash Amount payable for such Purchased Shares which will be allocated and paid to each Sponsor Seller in accordance with the Allocation Exhibit that is attributable to the BidCo US Purchased Shares being sold by such Sponsor Seller, subject to any adjustments made pursuant to Section 2.8.

(iii) Next, in consideration of each Sponsor Seller's sale of its Altice US Holding I Purchased Shares to Altice US Holding I, subject to the terms and conditions of this Agreement, upon the Closing Altice US Holding I shall pay (or cause to be paid) to such Sponsor Seller, by wire transfer of immediately available funds to the account or accounts designated by such Sponsor Seller, an amount in cash equal to that portion of the Aggregate Common Share Cash Amount payable for such Purchased Shares which will be allocated and paid to each Sponsor Seller in accordance with the Allocation Exhibit that is attributable to such Altice US Holding I Purchased Shares, subject to any adjustments made pursuant to Section 2.8.

(iv) Next, in consideration of each Sponsor Seller's sale of its Altice US Holding I Purchased Shares to Altice US Holding I, subject to the terms and conditions of this Agreement, upon the Closing Altice US Holding I shall issue (or cause to be issued) to such Sponsor Seller, such Sponsor Seller's pro rata portion of the Senior Notes which will be allocated and issued to each Sponsor Seller in accordance with the Allocation Exhibit that is attributable to such Altice US Holding I Purchased Shares, subject to any adjustments made pursuant to Section 2.8.

(c) On the terms and subject to the conditions set forth in this Agreement, at the Closing each Sponsor Seller will sell, assign, transfer and deliver to the Company, and the Company will repurchase from each such Sponsor Seller, each such Seller's Repurchased Shares free and clear of all Liens, in consideration for the payment of the Repurchase Price by the Company immediately following the consummation of the transactions contemplated by Section 2.3(b), which will be allocated and paid to each Sponsor Seller in accordance with the Allocation Exhibit, subject to any adjustments made pursuant to Section 2.8 (the transactions set forth in Sections 2.2(b)(i) - (iv) and 2.2(c), the "Share Acquisitions").

(d) Each Seller, by executing this Agreement, hereby acknowledges and agrees that upon receipt by such Seller of the Common Share Consideration in respect of the Purchased Shares and the Repurchased Shares held by such Seller (including, for the avoidance of doubt, the receipt of the Repurchase Price pursuant to Section 2.6(a)), such Seller shall have no further rights to any payments or any other economic benefits from the Company, except with respect to the Management Holder Seller, any indemnification rights of the Management Holder Seller pursuant to Section 7.3 of the Contribution Agreement, dated November 15, 2012, by and among the Company, the Management Holder Seller and Excell Communications, Inc.

2.3 Downstream Merger; Post-Closing Purchaser Reorganization.

(a) On the terms and subject to the conditions set forth in this Agreement, immediately following the consummation of the transactions contemplated by Section 2.2, in accordance with the DGCL and pursuant to the Plan of Merger substantially in the form attached hereto as Exhibit M, BidCo US shall be merged with and into the Company, whereupon the separate existence of BidCo US will cease, with the Company surviving the merger.

(b) Immediately following the Downstream Merger, Parent shall consummate (or cause to be consummated) steps 9 and 10 contemplated by the Purchaser Reorganization.

(c) Immediately following the consummation of the transactions contemplated by Section 2.3(b), each of the Sponsor Sellers, Altice US Holding I and Altice US Holding II shall hold that percentage of the issued and outstanding common shares of the Company set forth opposite such Persons name on the Post-Closing Ownership Exhibit; provided further, Altice US Holding I shall not be able to transfer or otherwise dispose of the Altice US Holding I Purchased Shares prior to the date that is two (2) days following the Closing.

2.4 Management Agreement. [Redacted]

2.5 Closing Deliveries.

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

(i) [Redacted];

(ii) (A) a duly executed certification, dated not more than 30 days before the Closing Date, prepared in accordance with Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3), stating under penalties of perjury, that the Company is not, and has not been at any time during the period described in section 897(c)(1)(A)(ii) of the Code and the Treasury Regulations promulgated thereunder, a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code and the Treasury Regulations promulgated thereunder, and no interest in the Company constitutes a “United States real property interest” within the meaning of Section 897(c) of the Code and the Treasury Regulations promulgated thereunder, and (B) a duplicate original of the notice required to be delivered by the Company to the IRS in accordance with Treasury Regulation Section 1.897-2(h)(2);

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

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

(v) the certificate of formation, certificate of incorporation or other similar organizational document, as applicable, of each of the Company and the Company Subsidiaries, in each case, certified as of a recent date by the Secretary of State of the State of Delaware or by a similar authority of the applicable state or country of organization;

(vi) a certificate of good standing of each of the Company and the Company Subsidiaries, certified as of a recent date by the Secretary of State of the State of Delaware or, to the extent that similar certificates are able to be obtained in such jurisdictions, by a similar authority in the applicable state or country of organization where such Company is organized or formed;

(vii) a certificate of a secretary or assistant secretary, or equivalent officer, of the Company certifying to the incumbency of the officers executing this Agreement;

(viii) resignations effective as of the Closing Date from such officers and directors of the Company and the Company Subsidiaries as the Purchaser Parties shall have requested in writing and delivered to the Company and the Sponsors not less than five days prior to the Closing Date; and

(ix) solely to the extent required in accordance with the provisions of Section 2.10, the Pay-off Letter.

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

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

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

(iii) a certificate of the general partner, or other authorized Person, of such Seller certifying to the incumbency of the general partner or other authorized Persons executing this Agreement; and

(iv) copies of the Affiliate Contract Terminations relating to the Affiliate Contracts (if any) (in form and substance reasonably satisfactory to the Purchaser Parties).

(c) On the terms and subject to the conditions set forth in this Agreement, at the Closing, each of the Sponsor Sellers will deliver, or cause to be delivered, to the Company certificates representing the Common Shares included in the Repurchased Shares of such Sponsor Seller (if any), duly endorsed for transfer or accompanied by duly executed stock powers, or, in the event that such Sponsor Seller cannot locate such documents, a duly executed affidavit of loss in form and substance reasonably satisfactory to the Purchaser Parties and the Company (which affidavit, at the request of the Purchaser Parties or the Company, may contain an indemnity in favor of each or either of them).

(d) On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sponsors will deliver, or cause to be delivered, to the Purchaser Parties and the Company, a copy of the New Stockholders Agreement duly executed by the Sponsor Sellers.

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

(i) to the Sellers, in consideration of the transactions contemplated hereby, in accordance with Section 2.2, the Cash Purchase Price in cash by wire transfer of immediately available funds to an account or accounts designated in writing by the Company and the Sellers;

(ii) to the Sellers, a duly executed certificate from the Purchaser Parties, dated as of the Closing Date, stating that the conditions specified in Sections 8.2(a) and 8.2(b) have been satisfied (in form and substance reasonably satisfactory to the Sponsors and the Management Holder Seller);

(iii) to the Sponsor Sellers, a copy of the New Stockholders Agreement duly executed by Parent and the Company;

(iv) a certificate of a secretary or assistant secretary, or equivalent officer, of such Purchaser Party certifying to the incumbency of the officers executing this Agreement;

(v) to the Sponsor Sellers, a legal opinion from counsel to Altice US Holding I with respect to the issuance of the Senior Notes in form and substance reasonably satisfactory to the Sponsor Sellers; and

(vi) to the Company, in consideration of the transactions contemplated hereby, an amount in cash equal to that amount that the Company is required to pay pursuant to Section 2.6.

(f) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Altice US Holding I will deliver, or cause to be delivered, to each of the Sponsor Sellers a duly executed Senior Note Agreement and the respective Senior Notes, dated as of the Closing Date in accordance with Section 2.2.

(g) On the terms and subject to the conditions set forth in this Agreement, as promptly as reasonably practicable following the Closing Date, the BCP GP Seller, CPPIB Seller and Management Holder Seller will distribute all or a portion, as applicable, of the proceeds received by the BCP GP Seller, Management Holder Seller or CPPIB Seller, as applicable, to the Management Participants to satisfy all obligations in respect of the Carry Interest Cash Out.

2.6 Payments by the Company.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing (and subject to Section 2.7), the Company will pay, and Parent shall cause the Company to pay, or cause to be paid, to the Sponsor Sellers, in consideration of the transactions contemplated hereby, in accordance with Section 2.2(c), the Repurchase Price in cash by wire transfer of immediately available funds to an account or accounts designated in writing by the Sponsor Sellers.

(b) On or as promptly as practicable following the Closing Date (and subject to Section 2.7), the Company will pay, or cause to be paid, the following amounts in cash by wire transfer of immediately available funds:

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

(ii) the Bonus Amounts to each Bonus Eligible Employee.

2.7 Payments to Employees; Withholding Rights.

(a) Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that any amounts payable under this Agreement to an employee of the Company or any of the Company Subsidiaries with respect to which the Company has a Tax withholding obligation shall be paid by the Company to such employee through payroll on the next administratively practicable payroll date following the date that such payment becomes payable under the terms hereof.

(b) Notwithstanding anything herein to the contrary, the Purchaser Parties or the Company, as the case may be, shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any Person (other than amounts withholdable under Section 1445 of the Code, provided that the Company has delivered the certificate and duplicate original of the notice required to be delivered to the Purchaser Parties pursuant to Section 2.5(a)(ii)) such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any applicable provision of state or local Tax Law; provided, that the Purchaser Parties and/or the Company shall give the applicable Seller(s) at least five (5) Business Days' notice of any intent to deduct or withhold from any amounts payable under this Agreement to such Seller(s) and shall cooperate with the applicable Seller(s) in good faith in order to reduce or eliminate any

such deduction or withholding. To the extent that any amounts are so withheld by the Purchaser Parties or the Company and paid over to the applicable taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

2.8 Leakage.

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

(b) In the event of any Leakage discovered after the Closing, that was not so accounted for under Section 2.8(a), the Leakage Indemnitors shall, on demand, pay to the Purchaser Parties or their designee on a dollar for dollar basis an amount equal to the Leakage; [Redacted]. [Redacted]. The indemnification obligations under this Section 2.8 shall expire, and be of no further force or effect, on the date that is [Redacted] following the Closing Date (the period from the Closing Date up to and including such [Redacted] following the Closing Date being referred to herein as the “Leakage Indemnification Period”); provided that if a claim is submitted in writing to a Leakage Indemnitor prior to the expiration of the Leakage Indemnification Period alleging that Additional Leakage has occurred, or may reasonably be expected to occur (a “Leakage Claim”), such notice setting forth in reasonable detail a description of the claim and a reasonable estimate of the alleged amount of Additional Leakage, then such Leakage Claim shall survive until the time that it is fully and finally resolved by the Purchaser Parties and the applicable Leakage Indemnitor(s). Notwithstanding anything to the contrary in this Section 2.8(b), to the extent that (x) any Leakage Indemnitor [Redacted] shall have failed to pay in full to the Purchaser Parties or their designees an amount corresponding to the Leakage identified in any Leakage Claim at the expiry of a thirty (30) day period after such Leakage Claim is made or, in the event the Leakage Claim is disputed by the Leakage Indemnitor concerned, at the expiry of a thirty (30) day period after such dispute is fully and finally resolved, and (y) the Leakage concerned has not been retained by the Company pursuant to Section 2.8(d) below, then such Leakage (including interest accrued thereon as from the Closing Date) shall [Redacted].

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

(d) Notwithstanding the generality of Section 2.8(a), the Company shall have the right, at any time during the Leakage Indemnification Period, to retain and set aside from the monies that the Company is holding on behalf of any Leakage Party (and shall direct such monies to the Purchaser Parties or as the Purchaser Parties shall require) in an amount equal to any Additional Leakage [Redacted]; provided that the Company delivers notice of such retention to such [Redacted]. To the extent such Leakage Party is also a Leakage Indemnitor, any amounts so retained from payments owing to such Leakage Indemnitor or its Affiliates shall be in

satisfaction of the indemnification obligation of such Leakage Indemnitor under this Section 2.8 solely with respect to the amount so withheld.

(e) The provisions of this Section 2.8 shall provide the sole and exclusive remedy of the Purchaser Parties, the Company and any of their respective Affiliates for any Leakage.

(f) Any payment made by a Leakage Indemnitor and actually received by the Purchaser Parties and/or its designee pursuant to this Section 2.8 (or any amounts retained by the Company in accordance with this Section 2.8) shall be treated as an adjustment to the amounts payable to such Person pursuant to Section 2.6 for all Tax purposes, except as otherwise required by applicable Law.

2.9 Allocation Exhibit.

(a) The Allocation Exhibit may be modified by the Sponsors at any time prior to the Closing upon the consent of the Management Holder Seller; provided that the consent of the Management Holder Seller shall only be required if such modification (i) disproportionately and adversely affects the Management Holder Seller in relation to the Sponsor Sellers or (ii) adversely affects the payments under the carry interest plans [Redacted], in each case except for any adverse changes specifically contemplated by the terms hereof, and such modified Allocation Exhibit will be attached to this Agreement and replace and supersede any prior version of such Allocation Exhibit; all references in this Agreement to the Allocation Exhibit shall be deemed to be references to such Exhibit as amended from time to time as hereinabove described. In the event the Sponsor Sellers modify the Allocation Exhibit as provided herein, at least five (5) Business Days prior to the Closing, the Sponsors will cause the Company to deliver to the Purchaser Parties a modified Allocation Exhibit setting forth their good faith estimate of the allocation of the Purchase Price to the Sellers. The Sponsors will deliver, or cause the Company to deliver, to the Purchaser Parties the final Allocation Exhibit that is acceptable to the Sponsors and Management Holder Seller no later than three (3) Business Days prior to the Closing, which Allocation Exhibit shall include the BCP GP Seller. Each Seller agrees that such final Allocation Exhibit delivered pursuant to the immediately preceding sentence will be final and binding on each Seller. For the avoidance of doubt, no modification to the Allocation Exhibit pursuant to this Section 2.9 shall increase the Purchase Price to be paid by the Purchaser Parties.

(b) The parties agree and acknowledge that the Allocation Exhibit is being prepared solely by the Company, the Sponsors and the Management Holder Seller in their sole discretion, and that the Purchaser Parties have no responsibility or duties, in either case, in connection therewith to any Person. The parties further agree and acknowledge that the Purchaser Parties (and, following the Closing, the Company and the Company Subsidiaries) shall have no liability whatsoever in connection with the Allocation Exhibit and the Sellers (i) shall severally, and not jointly, indemnify and hold harmless the Purchaser Parties, their Affiliates (including the Company and the Company Subsidiaries) and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents from and against any and all losses, liabilities, damages, claims, costs, causes of action, fines, judgments, awards or expenses (including reasonable legal fees and expenses) suffered or incurred by any of them in connection

with the Allocation Exhibit, including, without limitation, any third-party claims from any Person and (ii) hereby irrevocably waive any and all claims against the Purchaser Parties, their Affiliates (including the Company and the Company Subsidiaries) and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents, in each case of clauses (i) and (ii) above, in connection with amounts paid, allocated, or omitted to be paid, in accordance with the Allocation Exhibit, whether occurring pre-Closing or post-Closing.

2.10 Payment of Funded Debt. At the Closing, and subject to the other terms and conditions set forth in this Agreement, (a) the Parent or Purchasers shall make available to the Company, or pay directly, an amount in cash sufficient to pay the aggregate outstanding Funded Debt together with all Debt Payment Expenses, (b) the Company, if such amount is not paid directly by the Parent or Purchasers and is made available to the Company in accordance with the foregoing clause (a), shall apply such cash to pay the Funded Debt and the Debt Payment Expenses, if any, and (c) solely to the extent that all outstanding obligations under the Credit Agreement on the Closing Date constitute Funded Debt (other than any indemnity obligation for unasserted claims that by its terms survives the termination of the Credit Agreement, and excluding that portion of the obligations under the Credit Agreement, if any, that constitutes Surviving Debt (including as a result of any assignment to a consenting lender, “cashless roll” or other transaction pursuant to which such obligations are assigned, novated, reconstituted or otherwise survive under the Credit Agreement or another agreement)), the Company shall cause the administrative and collateral agents under the Credit Agreement to deliver to the Purchaser Parties a pay-off letter (the “Pay-off Letter”), in form and substance reasonably satisfactory to the Purchaser Parties, evidencing the satisfaction of all liabilities under the Credit Agreements (other than any indemnity obligation for unasserted claims that by its terms survives the termination of the Credit Agreement and excluding such portion of the obligations under the Credit Agreement that constitute Surviving Debt) upon receipt of the amounts set forth in such pay-off letter and a release in customary form of all Liens with respect to the capital stock, property and assets of the Company and the Company Subsidiaries securing the obligations under the Credit Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

3.1 Organization and Power.

(a) The Company is a corporation duly incorporated or organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company is duly qualified or licensed to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to

be so qualified or licensed has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company has made available to the Purchaser Parties, and is not in violation in any material respect of, the Bylaws or the Certificate of Incorporation. The Bylaws and Certificate of Incorporation are in full force and effect.

(b) Each Company Subsidiary is a corporation, partnership, limited liability company or other legal entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate, partnership, limited liability company or other organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each Company Subsidiary is duly qualified or licensed to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified or licensed has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. Each Company Subsidiary has made available to the Purchaser Parties, and is not in violation in any material respect of, the limited liability company agreement, certificate of formation, certificate of incorporation, bylaws or other equivalent organizational documents of any of the Company Subsidiaries. The organizational documents of each Company Subsidiary are in full force and effect.

3.2 Capitalization.

(a) Section 3.2(a) of the Company Disclosure Schedule sets forth all of the issued and outstanding Common Shares, the names of each record owner thereof and the number of such Common Shares owned by each such record owner. All issued and outstanding Common Shares are duly authorized, validly issued, fully paid and nonassessable, and were issued in compliance in all material respects with applicable Law. Except as set forth on Section 3.2(a) of the Company Disclosure Schedule, there are no shares of capital stock or other equity securities of the Company issued, reserved for issuance or outstanding. Prior to the Closing, the Company shall be permitted to update Section 3.2(a) of the Company Disclosure Schedule to reflect any transfer of Common Shares by a Seller in connection with the Seller Reorganization, and such update shall not constitute a breach of the first sentence of the representations and warranties set forth in this Section 3.2(a). As of the date of this Agreement, the Sponsor Sellers and Management Holder Seller own all of the issued and outstanding Common Stock of the Company. As of immediately prior to the Closing, the Sponsor Sellers and the Management Sellers will own all of the issued and outstanding Common Stock of the Company.

(b) Except as set forth on Section 3.2(b) of the Company Disclosure Schedule or as expressly required by this Agreement, there are no issued and outstanding or authorized options, warrants, calls, rights, purchase rights, deferred compensation rights, convertible or exchangeable securities, “phantom” stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which the Company or any Company Subsidiary is a party or by which any of them is bound (i) obligating the Company or any Company Subsidiary to issue, deliver, sell, transfer or otherwise

dispose or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity interests in, the Company or any Company Subsidiary, any additional shares of capital stock of, or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity interest in, the Company or any Company Subsidiary, (ii) obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking or (iii) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, the Company or any Company Subsidiary.

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

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

(e) Section 3.2(e) of the Company Disclosure Schedule sets forth a list, as of the date hereof, of (i) each Company Subsidiary and (ii) for each Company Subsidiary, the state of jurisdiction of its organization and the number of shares of capital stock issued and outstanding (or, if such Company Subsidiary is not a corporation, the number of issued and outstanding equity interests thereof). As of the date of this Agreement, no equity interests in any Company Subsidiary are reserved for issuance. Except as set forth in Section 3.2(e) of the Disclosure Schedules, the Company does not presently own, directly or indirectly, any equity interest, or rights or obligations to acquire the same, in any other Person. Except as set forth in Section 3.2(e) of the Company Disclosure Schedule, all issued and outstanding equity interests in the Company Subsidiaries are directly or indirectly owned beneficially and of record by the Company, free and clear of all Liens, other than Permitted Liens, and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock, other voting securities or ownership interests). All issued and outstanding equity interests of each Company Subsidiary have been duly authorized and validly issued, and are fully paid and non-assessable and free of preemptive rights.

3.3 Authority; Binding Effect. The Company has full corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party, and the consummation of the transactions contemplated hereby and thereby, have been

duly and validly authorized by all requisite corporate action on behalf of the Company. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement and all agreements contemplated hereby to which the Company is a party constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

3.4 No Violations.

(a) The execution and delivery of this Agreement by the Company and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party do not, and the performance by the Company of this Agreement and any other agreements to be entered into as contemplated by this Agreement to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, will not, (i) conflict with or violate the Bylaws or Certificate of Incorporation, or the limited liability company agreement, certificate of formation, certificate of incorporation, bylaws or other equivalent organizational documents of any of the Company Subsidiaries, (ii) assuming the receipt of the approvals referred to in Section 3.4(b), conflict with or violate in any material respect any material Law applicable to the Company or any of the Company Subsidiaries, (iii) assuming receipt of the approvals set forth on Section 3.4(a) of the Company Disclosure Schedule, conflict with, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, give to others any right of termination, amendment, acceleration, payment, repurchase or cancellation of, any Material Contract or any lease relating to the Material Leased Real Property to which the Company or any of the Company Subsidiaries is a party or (iv) result in the creation or imposition of any Lien upon any of the material property or assets of the Company or any of the Company Subsidiaries, except, in the case of clause (iii), (A) as has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole and (B) as has not had, and would not reasonably be expected to have, a material adverse effect on the ability of the Company to (1) consummate the transactions contemplated hereby or (2) perform its obligations under this Agreement.

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

have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole and (B) would not have, or would not reasonably be expected to have, a material adverse effect on the ability of the Company to (1) consummate the transactions contemplated hereby or (2) perform its obligations under this Agreement.

3.5 Financial Statements. The audited consolidated financial statements of the Company for the fiscal years ended December 31, 2014 and December 31, 2013 (including the related notes thereto) and the unaudited consolidated financial statements of the Company for the three-month period ended March 31, 2015 (the “Unaudited Financial Statements”) (i) have been prepared from, and are in accordance with, the books and records of the Company and the Company Subsidiaries; and (ii) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved and fairly present in all material respects the consolidated financial position and the consolidated results of operations and cash flows of the Company and the consolidated Company Subsidiaries as at the dates thereof and for the periods presented therein (except in each case as may be indicated in the notes thereto and subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments which shall not be significant and the absence of footnotes).

3.6 Absence of Liabilities. Except as set forth on Section 3.6 of the Company Disclosure Schedule, the Company and the Company Subsidiaries do not have any liabilities or obligations that would be required to be reflected on the consolidated balance sheets of the Company and the Company Subsidiaries in accordance with GAAP, except (i) liabilities and obligations in the respective amounts reflected on or reserved against in the Unaudited Financial Statements, (ii) liabilities and obligations incurred in the Ordinary Course of Business since March 31, 2015, (iii) liabilities and obligations incurred since March 31, 2015 that do not exceed [Redacted] individually or [Redacted] in the aggregate, (iv) liabilities that are Transaction Expenses, Permitted Leakage or Leakage that reduces the Purchase Price and (v) liabilities that may be incurred in connection with the Debt Financing and/or the Senior Notes.

3.7 Absence of Changes.

(a) Except as set forth on Section 3.7(a) of the Company Disclosure Schedule, since December 31, 2014 and until the date hereof, the Company and the Company Subsidiaries have conducted their business in all material respects in the Ordinary Course of Business.

(b) Since December 31, 2014 and until the date hereof, there has not been any event, change, effect, occurrence, circumstance or development that has had, or would reasonably be expected to have, a Material Adverse Effect.

3.8 Compliance with Laws. Each of the Company and the Company Subsidiaries has, since January 1, 2014, been in compliance in all material respects with all material applicable Laws and, to the Company’s knowledge, is not under investigation by a Governmental Body with respect to, and has not been threatened to be charged by a Governmental Body with or given written notice from a Governmental Body of, any material violation of any material Law, except with respect to such matters affecting all or substantial portions of the cable industry generally or except with respect to such matters identified in Section 3.8 of the Company Disclosure Schedule. Since January 1, 2014, (a) no material written

compliance inquiry has been received by the Company or any Company Subsidiary from any Governmental Body, and (b) neither the Company nor any Company Subsidiary has received any material compliance investigation or similar inquiry by a Governmental Body that has been threatened in writing, and in the case of each of clauses (a) and (b), except with respect to such matters identified in Section 3.8 of the Company Disclosure Schedule. Nothing in this Section 3.8 addresses or shall be deemed to address any compliance issue that is specifically addressed by any other representation or warranty contained herein. In furtherance and not in limitation of the preceding sentence, Section 3.9 contains the Company's sole representations and warranties regarding compliance with permits, certificates, licenses, approvals, registrations, authorizations, rules, regulations and Laws referred to therein; Section 3.10 contains the Company's sole representations and warranties regarding franchise matters; Section 3.11 contains the Company's sole representations and warranties regarding environmental matters; Section 3.12 contains the Company's sole representations and warranties regarding ERISA and employee benefit plan matters; and Sections 3.12 and 3.17 contain the Company's sole representations and warranties regarding Taxes; and Section 3.25 contains the Company's sole representations and warranties regarding anti-corruption law compliance.

3.9 Permits and Approvals; Regulatory Compliance. Except as set forth on Section 3.9 of the Company Disclosure Schedule, each of the Company and the Company Subsidiaries holds all Governmental Authorizations, except where the failure to so hold has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company has made available to the Purchaser Parties true and complete copies of all material Governmental Authorizations held by the Company or the Company Subsidiaries. Except as set forth on Section 3.9 of the Company Disclosure Schedule, all Governmental Authorizations held by the Company and the Company Subsidiaries are validly held by the Company and the Company Subsidiaries, and are in full force and effect (subject to expiration thereof in accordance with their respective terms and except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies), and the Company and the Company Subsidiaries are in compliance with all such Governmental Authorizations, except where the failure to so hold has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. Since January 1, 2014 neither the Company nor any of the Company Subsidiaries has received written notice to the effect that a Governmental Body was considering the amendment in any material respect, termination, revocation or cancellation of any material Governmental Authorization. Assuming the receipt of the approvals referred to in Section 3.4(b), none of the material Governmental Authorizations will be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated hereby. With respect to all Governmental Authorizations held by the Company and the Company Subsidiaries, a valid application for renewal has been duly and timely filed where the filing of such an application is necessary to maintain such Governmental Authorizations, except as has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company and the Company Subsidiaries are, and their business has been operated, in compliance with the Communications Act and the rules of the FCC, and applicable state Law and PUC rules and regulations, applicable to the Company and the Company Subsidiaries,

except where the failure to be in compliance has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company and the Company Subsidiaries have timely and validly made all filings and payments, and given all notices, required under the Communications Act, the rules of the FCC, applicable state Law, and the rules and regulations of any PUC and the Federal Universal Service Fund or any state equivalent thereto, except where the failure to have made such filings or payments, or given such notices has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company and the Company Subsidiaries have charged rates for the services provided by the Systems in a manner consistent in all material respects with the rules of the FCC and applicable state and local Law and the Franchises. The Company and the Company Subsidiaries have filed with the U.S. Copyright Office all required statements of account with respect to its business in accordance with the Copyright Act of 1976, as amended, and the regulations thereunder, required to have been filed since July 1, 2012, and have paid all royalty fees required for the periods thereunder, except where the failure to have made such filings or paid such fees has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole.

3.10 Franchise Matters; Subscribers; Programming; System.

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

commitments of the Company and the Company Subsidiaries to the Governmental Bodies granting such Franchises with respect to the ownership, operation and construction of the Systems.

(b) Based upon subscriber reports internally generated by the billing system of the Company and the Company Subsidiaries, as of April 30, 2015, the number of (i) basic subscribers, (ii) digital subscribers, (iii) residential high speed internet subscribers, (iv) residential telephone subscribers and (v) unique customer relationships, in each case, of the Company and the Company Subsidiaries is set forth on Section 3.10(b) of the Company Disclosure Schedule.

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

(d) Except as set forth on Section 3.10(d) of the Company Disclosure Schedule or except with respect to such matters as have been resolved prior to the date hereof, there is no pending, and neither the Company nor any Company Subsidiary has received any written notice of imminent, material audit with respect to payment of fees or other matters under Pole Attachment Agreements to which the Company or the Company Subsidiaries are party, nor any material unresolved dispute with respect thereto, and the Company and the Company Subsidiaries have paid, timely and in full, all material fees due under Pole Attachment Agreements to which they are party.

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

(a) As of the date of this Agreement, the operation of the business of the Company and Company Subsidiaries is in compliance with all applicable Environmental Laws, except as has not had, and would not reasonably be expected to have a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole;

(b) As of the date of this Agreement, the Company has not received any written notice of any material violation or alleged material violation of, or any liability under, any Environmental Law relating to the operation of the Systems, or any properties currently or formerly owned, leased, or used by the Company or the Company Subsidiaries; and

(c) Neither the Company nor the Company Subsidiaries have used the Company Real Property or any other real property for the manufacture, transportation, treatment, storage or disposal of Hazardous Substances and there has been no release of Hazardous Substances in connection with the operation of the Systems by the Company or the Company Subsidiaries at any property owned, leased, or used by the Company or the Company

Subsidiaries, except as has not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole.

3.12 Company Benefit Plans and Related Matters; ERISA.

(a) Section 3.12(a) of the Company Disclosure Schedule contains a true and complete list of all of the Company Benefit Plans. With respect to each such Company Benefit Plan, the Company has previously delivered or made available to the Purchaser Parties a complete and correct copy of such Company Benefit Plan. Except as set forth on Section 3.12(a) of the Company Disclosure Schedule, no Company Benefit Plan is (i) maintained for the benefit of employees whose employment is outside the United States, (ii) a “multi-employer plan” within the meaning of Section 4001(a)(3) of ERISA or (iii) subject to Section 412 of the Code or Section 302 of Title IV of ERISA.

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

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

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

forth in this Section 3.12(d). Except as provided in Section 3.12(d) of the Company Disclosure Schedule, the entering into, or the consummation of the transactions contemplated by, this Agreement will not result in any material increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee, officer or director of the Company or any of the Company Subsidiaries.

(e) Except as set forth on Section 3.12(e) of the Company Disclosure Schedule, no current or former employee or officer of the Company or of any of the Company Subsidiaries is or will become entitled to post-employment welfare benefits coverage of any kind from the Company or any Company Subsidiary by reason of employment with the Company, including death or medical benefits (whether or not insured), other than coverage mandated by Section 4980B of the Code, coverage during an applicable severance period or coverage for the remainder of the month in which termination occurs.

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

(g) Prior to the Closing Date, the Company shall have made all material contributions required to be made to or with respect to each Company Benefit Plan as of the Closing Date and paid or accrued all material liabilities on account of any Company Benefit Plan in existence on or before the Closing Date. All material contributions that are due have been made within the time periods, if any, prescribed by ERISA and the Code, and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such plan or accrued in accordance with the past custom and practice of the Company and any applicable accounting requirements.

(h) With respect to each Company Benefit Plan, to the Company’s knowledge, (i) no “prohibited transaction,” within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred that would result in a material liability to the Company under Section 406 of ERISA or Section 4975 of the Code and (ii) no fiduciary (within the meaning of Section 3(21) of ERISA), has breached his or her fiduciary duty or otherwise has any liability in connection with any acts taken (or failed to be taken) with respect to the administration or investment of the assets of any Company Benefit Plan.

(i) For each Company Benefit Plan, to the extent applicable, the Company has made available to Purchaser’s counsel a true, complete and correct copy of (i) the summary plan description (if required) and any other summaries or material employee communications, (ii) the annual reports on Forms 5500 for the last three plan years to the extent required under applicable Law, (iii) any final actuarial valuations, (iv) material contracts including trust agreements, insurance contracts, and administrative services agreements, (v) the most recent determination or opinion letters for any plan intended to be qualified under section 401(a) of the

Code, and (vi) any non-routine correspondence with the Department of Labor, Internal Revenue Service, or any other governmental entity regarding an Company Benefit Plan.

3.13 Employees and Labor Matters.

(a) Neither the Company nor any of the Company Subsidiaries is a party to, or is in negotiation to become party to, any collective bargaining agreement. As of the Closing Date, any and all notices to, or filings or registrations with, any labor organizations, works counsel or any similar entity, counsel or organization, required to be made prior to the Closing by the Company Subsidiaries in connection with the execution of this Agreement will have been timely given or made. Since January 1, 2014 there has not occurred nor, to the knowledge of the Company, has there been threatened any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity or organizing campaign with respect to any employees of the Company or any of the Company Subsidiaries. There are no material labor disputes currently subject to any grievance procedure, arbitration or litigation, and there is no material representation petition pending or, to the knowledge of the Company, threatened with respect to any current or former employee, officer, director or contract worker of the Company or any of the Company Subsidiaries. The Company and each of the Company Subsidiaries have complied with all Laws pertaining to the employment or termination of employment of their respective employees, including all such Laws relating to labor relations, equal employment, fair employment practices, prohibited discrimination or distinction and other similar employment practices or acts, except for any failure to comply that have not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole.

(b) The Company has made available to Purchaser a schedule that separately sets forth all of the Company's and the Company Subsidiaries' employees ("Service Providers") as of May 12, 2015, including for each such Service Provider, as applicable: name, job title, Fair Labor Standards Act designation, work location (identified by street address), current compensation paid or payable and visa and greencard application status. Each current and former Service Provider is bound by the Company's employee handbook that is or was in effect during the Service Provider's employment with the Company or any of the Company Subsidiaries.

(c) Except as would not result in material liability to the Company and Company Subsidiaries, in the three (3) year period prior to the date hereof, the Company and Company Subsidiaries have properly classified, pursuant to the Code and any other applicable Laws, all independent contractors, consultants, freelancers, and other independent services providers used by the Company or Company Subsidiaries at any point during such period.

3.14 Litigation. Except (a) for those suits, actions, proceedings, claims, reviews and investigations affecting all or substantial portions of the cable industry generally or (b) as set forth on Section 3.14 of the Company Disclosure Schedule, there is no material suit, action, proceeding, claim, review or investigation (whether at law or in equity, before or by any Governmental Body or before any arbitrator) pending or, to the Company's knowledge, threatened in writing against the Company or any of the Company Subsidiaries, and there have been none initiated since January 1, 2014. There is no Order outstanding against the Company

or any Company Subsidiary or by which any of their respective properties or assets are bound that has had or would reasonably be expected to have a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole.

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

would constitute a default or breach by the Company or any of the Company Subsidiaries, nor, to the Company's knowledge, any other party to any lease of the Company Leased Property, under any lease of Company Leased Property, except for any such breaches or defaults that have not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company Owned Property is not subject to any Liens, except for Permitted Liens. To the Company's knowledge, there are no Liens, other than Permitted Liens, on the Company's leasehold interests in the Company Leased Property. There is no condemnation by any Governmental Body pending or, to the Company's knowledge, threatened, in each case with respect to any Material Owned Real Property or, to the Company's knowledge, any Material Leased Real Property. There is no condemnation by any Governmental Body pending or, to the knowledge of the Company, threatened, in each case with respect to any Other Company Owned Property or, to the knowledge of the Company, Other Company Leased Property, except that has not had and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. The Company Real Property comprises all owned and leased real property reasonably necessary to operate the business of the Company and the Company Subsidiaries as currently conducted.

3.16 Tangible Personal Property. All material items of Fixtures and Equipment are, in the aggregate (and with due consideration for reasonable wear and tear and the age of each specific item of Fixtures and Equipment), in reasonably sufficient operating condition and repair. Each of the Company and each Company Subsidiary (a) that owns any material item of Fixtures and Equipment, has good and valid title or adequate use rights thereto, free and clear of all Liens except for Permitted Liens, and (b) that leases any material item of Fixtures and Equipment, has a valid leasehold interest therein (subject to expiration of any applicable Contract in accordance with its terms), free and clear of all Liens other than Permitted Liens.

3.17 Tax Matters.

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

(a) All federal, state, local, or foreign income Tax Returns and all other material Tax Returns required to be filed by or with respect to the Company and the Company Subsidiaries have been properly prepared and timely filed, and all such Tax Returns are true, correct and complete in all material respects, and all material Taxes for which the Company and/or the Company Subsidiaries are liable and which are due and payable (whether or not shown as due on such Tax Returns) have been paid. All material amounts of Tax required to be withheld by the Company and the Company Subsidiaries have been timely withheld and, to the extent required, paid over to the appropriate Tax authority.

(b) Except as has not had and would not reasonably be expected to have a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole, there is no material claim or assessment pending or, to the knowledge of the Company, threatened in writing against the Company or any of the Company Subsidiaries for any alleged material deficiency in Taxes, and neither the Company nor any of the Company Subsidiaries knows of any audit or investigation with respect to any material liability of the Company or any of the Company Subsidiaries for Taxes.

(c) With respect to the Company and each Company Subsidiary, no statute of limitations has been waived in respect of Taxes and no extension of time has been agreed to with respect to a Tax assessment or deficiency, in each case, which has not since expired.

(d) No written claim has been made within the past six (6) years by any Governmental Body in a jurisdiction in which the Company or any of the Company Subsidiaries does not file a Tax Return that such entity is or may be subject to taxation by that jurisdiction.

(e) None of the Company, the Company Subsidiaries, or any of their predecessors by merger or consolidation has within the past two (2) years constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code or under so much of Section 356 of the Code as relates to Section 355 of the Code.

(f) There are no material Tax indemnification, Tax allocation, Tax sharing agreements or similar material agreements under which the Company or the Company Subsidiaries would be liable after the Closing for the Tax liability of an entity that is not one of the Company or the Company Subsidiaries.

(g) Neither the Company nor the Company Subsidiaries has been a party to any “reportable transaction” as defined in Section 6707A(c)(1) of the Code and Treasury Regulations section 1.6011-4(b)(2), (3), (4) or (6).

(h) Neither the Company nor the Company Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in, or improper, method of accounting for a taxable period ending on or prior to the Closing Date; (ii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date; (iii) installment sale or open transaction disposition made on or prior to the Closing Date; or (iv) election under Section 108(i) of the Code.

(i) Neither the Company nor the Company Subsidiaries has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company or a Company Subsidiary).

(j) The Company is not, and for the past five (5) years has not been, a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

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

(l) The representations and warranties made in Section 3.12 and this Section 3.17 represent the sole and exclusive representations and warranties of the Company regarding tax matters.

3.18 Material Contracts.

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

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

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

(iii) any employment or severance agreement to which the Company or any Company Subsidiary is a party that is not terminable at will or that contains any severance or termination pay or other compensatory obligations other than accrued payment obligations for services rendered prior to the termination date;

(iv) any Contract that contains any provision expressly requiring the Company or any of the Subsidiaries to purchase goods or services exclusively from another Person;

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

(vi) any fiber lease, indefeasible right of use, or other similar agreement of the Company or any Company Subsidiary to utilize fiber in its business, and pursuant to which the Company or any Company Subsidiary will spend, in the aggregate, more than [Redacted] during 2015;

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

(viii) any Contract requiring payments by the Company or any Company Subsidiary, or pursuant to which third parties are required to pay to the Company or any Company Subsidiary (in each case, including, without limitation, any Contracts to which C3 or its Affiliates are the contracting party in their capacity as manager of the Company), individually or in the aggregate with respect to such Contract, in excess of [Redacted] annually for either 2015 or 2016, other than programming agreements and any Contracts that are terminable by the Company or any Company Subsidiary on ninety (90) days’ notice or less without obligation to make any material payment;

(ix) [Redacted];

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

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

(xii) any Contract (A) under which the Company or any Company Subsidiary has created, incurred, assumed or guaranteed any Indebtedness, except any such Contract (1) with an aggregate outstanding principal amount not exceeding [Redacted] and (2) between or among the Company and its Affiliates, or (B) under which any other Person has assumed or guaranteed any Indebtedness of the Company or any Company Subsidiary;

(xiii) any Contract relating to the acquisition or disposition of any business of the Company or any Company Subsidiary (whether by merger, consolidation or other business combination, sale of securities, sale of assets or otherwise) that since July 1, 2010, has involved payments, or that would reasonably be expected to involve payments after the Balance Sheet Date, in each case, by the Company or the Company Subsidiaries in excess of [Redacted], individually or in the aggregate;

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

(xv) the Management Agreement;

(xvi) any other Contract not already listed in Section 3.18(a) of the Company Disclosure Schedule pursuant to the foregoing clauses (i) through (xv) or clause (xvii), the loss or termination of which would have, or would reasonably be expected to have, a material and adverse impact on the operations of the Company and the Company's Subsidiaries, taken as a whole, as reasonably determined by the Company; and

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

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

(c) Except as set forth on Section 3.18(a) to the Company Disclosure Schedule, each Material Contract is valid and binding on the Company or the applicable Company Subsidiary (or C3 or its Affiliates, in the case of those cable and broadcast programming agreements referred to in Exhibit S that are Material Contracts), as the case may be, and is in full force and effect and is enforceable against the Company or the applicable Company Subsidiary, as the case may be, except (i) insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies and (ii) to the extent that any Pole Attachment Agreement has expired in accordance with its terms. Neither the Company nor any of the Company Subsidiaries, nor to the knowledge of the Company, any other party to any of the Material Contracts, is in breach of or default under any Material Contract except, in each case, for any such breaches or defaults that have not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. To the Company's knowledge, except as set forth on Section 3.18(c) to the Company Disclosure Schedule, no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach by the Company or any of the Company Subsidiaries under any Material Contract, except, in each case, for any such breaches or defaults that have not had, and would not reasonably be expected to have, a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole. Prior to the date of this Agreement, to the Company's knowledge, there does not exist any default or breach, and no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach, under any Material Contract by any party thereto other than the Company or any of the Company Subsidiaries, except for any such breaches or defaults that have not had, and would not reasonably be expected to have a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole.

3.19 Intellectual Property.

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

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

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

(d) The computers, servers, workstations, routers, hubs, switches, circuits, networks, data communications lines and all other information technology equipment of the Company and the Company Subsidiaries (collectively, the "IT Assets") are, in the aggregate, in reasonably sufficient operating condition (with due consideration for normal wear and tear and the age of each specific item) and are, in the aggregate, sufficient for the conduct of the business of the Company and the Company Subsidiaries as currently conducted. The Company and the Company Subsidiaries take commercially reasonable steps to protect the confidentiality, integrity and security of the IT Assets and software of the Company and Company Subsidiaries against any unauthorized use, access, interruption, modification or corruption.

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

Company and the Company Subsidiaries have complied in all material respects with the terms and provisions of the Insurance Policies. There are no pending material claims against the Insurance Policies by the Company or any of the Company Subsidiaries as to which any insurer has denied liability in writing.

3.21 Related Party Transactions. Except as set forth on Section 3.21 of the Company Disclosure Schedule, there are no Contracts (in each case, other than those that have expired, have been terminated or that have been fully performed, in each case with no continuing liabilities or obligations other than customary post-closing indemnity or other obligations related to any investments, acquisitions or dispositions) entered into between the Company or any Company Subsidiary, on the one hand, and C3, the Sellers or any Affiliate (other than the Company or the Company Subsidiaries) of C3 or the Sellers, on the other hand, except for such Contracts involving payment or receipt of less than [Redacted] individually or [Redacted] in the aggregate (the “Affiliate Contracts”).

3.22 Indebtedness. Section 3.22 of the Company Disclosure Schedule sets forth, (a) as of April 30, 2015, the aggregate amount of outstanding Indebtedness of the Company and the Company Subsidiaries required to be reported on a balance sheet prepared on a basis consistent with the Unaudited Financial Statements and (b) as of March 31, 2015 all intercompany indebtedness between the Company and any Company Subsidiary, or between any Company Subsidiary and another Company Subsidiary. As of the date hereof, there is no outstanding indebtedness for borrowed money of the Company and the Company Subsidiaries other than pursuant (x) to the Debt Agreements and (y) any intercompany indebtedness between the Company and any Company Subsidiary, or between any Company Subsidiary and another Company Subsidiary.

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

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

3.25 Anti-Corruption Compliance. In the past five (5) years, none of the Company, the Company Subsidiaries, or, to the Company’s knowledge, any director, officer, employee, representative or other Person acting on behalf of the Company or the Company Subsidiaries, has made or offered to make, any payment, bribe, payoff, kickback or any other fraudulent or improper payment (including any improper contribution, loan or gift made for any purpose in clauses (i) through (iv) of this Section 3.25), or offered, promised, or authorized the giving or paying of anything of value to any Government Official, corruptly, for the purpose, in whole or in part, of: (i) influencing any act or decision of such Government Official; (ii) inducing such Government Official to do or omit to do an act in violation of a lawful duty; (iii) securing any improper advantage; or (iv) inducing such Government Official to influence any act or decision of a Governmental Authority or state-owned enterprise, or otherwise in violation of 18 U.S.C. § 201 or any comparable State Law (collectively with the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), “Applicable Anti-corruption Laws”). In the past five (5) years, the

Company and each Company Subsidiary has not had any operation in any country outside of the United States, so as to be subject to the U.S. Foreign Corrupt Practices Act (the “FCPA”) or non-U.S. laws dealing with corruption. Except as set forth on Section 3.25 of the Company Disclosure Schedule, neither the Company nor any of the Company Subsidiaries has made any disclosure of any actual or possible violation of any Applicable Anti-corruption Laws to any Government Authority or received any written notice from any Government Authority regarding any actual or possible violation of or failure to comply with any Applicable Anti-corruption Laws. To the Company’s knowledge, there have been no operations that would implicate that the FCPA be extended to Persons acting on behalf of the Company or any Company Subsidiary.

3.26 [Redacted] LLCs.

(a) Except as set forth on Section 3.26(a) of the Company Disclosure Schedule, none of the [Redacted] LLCs has:

- (i) any assets;
- (ii) any liabilities or ongoing obligations towards third parties;
- (iii) any employees;
- (iv) any legal proceedings pending or, to the knowledge of the Company, threatened against it;
- (v) any Contracts;
- (vi) had any commercial activity whatsoever since the Company or any Company Subsidiary acquired an interest in such [Redacted] LLC; and
- (vii) to the knowledge of the Company, failed to comply in any material respect with any applicable material Laws since the Company or any Company Subsidiary acquired an interest in such [Redacted] LLC.

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

3.27 Full Disclosure. The Cequel Communications Holdings I, LLC Annual Report as of December 31, 2014 (the “Report”) as supplemented by the Cequel Communications Holdings I LLC-Quarterly Report as March 31, 2015, in each case, made available on the Company’s website at www.suddenlink.com, as further supplemented by (i) the Unaudited Financial Statements, (ii) the representations and warranties made by the Company in this Agreement, (iii) the information provided in the Company Disclosure Schedule and (iv) the information provided or made available to the Purchaser Parties by the Company or its representatives, does not, as of the date of this Agreement, contain any untrue statement of material fact or, to the knowledge of the Company, omit to state a material fact necessary to

make the statements made by the Company in the Report, in light of the circumstances in which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

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

4.2 No Violation.

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

defaults or other occurrences that have not had and would not reasonably be expected to have a material adverse effect on the ability of such Seller to (A) consummate the transactions contemplated hereby and (B) perform its obligations under this Agreement.

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

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

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

4.5 Brokers. Except as set forth on Section 4.5 of the Seller Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of such Seller.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER PARTIES

The Purchaser Parties hereby represent and warrant to the Sellers as follows:

5.1 Authority; Binding Effect. Such Purchaser Party has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and any other agreements to be entered into as contemplated by this Agreement to which such Purchaser Party is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by such Purchaser Party of this Agreement have been duly

and validly authorized by all requisite corporate action on behalf of such Purchaser Party. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement and all agreements contemplated hereby to which such Purchaser Party is a party constitute valid and legally binding obligations of such Purchaser Party, enforceable against such Purchaser Party in accordance with their respective terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

5.2 No Violation.

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

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

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

5.4 Financing. The Purchaser Parties have delivered to the Company and/or the Sponsors and Management Holder Seller true, complete and correct copies of an executed Debt Commitment Letter from J.P. Morgan Chase Bank, N.A. and BNP Paribas Securities Corp., pursuant to which J.P. Morgan Chase Bank, N.A. and BNP Paribas Securities Corp. has

committed, on the terms and subject to the conditions set forth therein, to lend Altice US Finance S.A., Altice US Finance I and Altice US Finance II the respective amount set forth therein (the “Debt Financing”) for the purpose of funding a portion of the transactions contemplated by this Agreement. The equity financing in the amount of [Redacted] to be provided by the Parent (the “Equity Financing”), together with the amount of funding to be provided by the Debt Commitment Letter, if funded in accordance with their respective terms, will be contributed to the equity capital of BidCo US and/or loaned to BidCo US at Closing in accordance with the Purchaser Reorganization and, together with cash on hand at the Company and Company Subsidiaries, is sufficient to pay the Closing Date Payments. As of the date hereof, the Debt Commitment Letter is in full force and effect and has not been withdrawn or terminated or otherwise amended or modified in any respect. Other than in respect of interest rate or other financing cost caps, none of the Purchaser Parties or any of their Affiliates have entered into any agreement, side letter or other arrangement relating to the financing of the Closing Date Payments or transactions contemplated by this Agreement, other than as set forth in the Debt Commitment Letter and the fee letter related thereto, which fee letter will contain terms relating to fees to be paid in connection with such financing (including fee and structure flex terms) and will contain no other terms. The Debt Commitment Letter, in the form so delivered, constitutes a valid and legally binding obligation of Altice US Holding II and, to the knowledge of the Purchaser Parties, each other party thereto, enforceable against Altice US Holding II and, to the knowledge of the Purchaser Parties, each other party thereto, in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies. As of the date hereof, no event has occurred, to the knowledge of the Purchaser Parties or as a result of any action taken by the Purchaser Parties, which, with or without notice, lapse of time or both, would constitute a default or breach under any term or condition of the Debt Commitment Letter. Except for the payment of fees and expenses set forth in any fee or engagement letters satisfying the requirements of this Section 5.4 and delivered in connection with the Debt Financing, to the Purchaser Parties’ knowledge, there are no conditions precedent to or other contingencies related to the funding of the full amount of the Debt Financing, other than as expressly set forth in the Debt Commitment Letter. There are no conditions precedent or other contingencies related to the financing of the full amount of the Equity Financing. As of the date hereof, Altice US Holding II has fully paid any and all commitment fees or other fees required by the Debt Commitment Letter to be paid by it on or prior to the date of this Agreement. The Purchaser Parties have no reason to believe as of the date hereof that Altice US Holding II or any other party to the Debt Commitment Letter will be unable to satisfy on a timely basis any of the terms or conditions to funding contained in the Debt Commitment Letter required to be performed by Altice US Holding II or such party under the Debt Commitment Letter or hereunder. As of and on the Closing, Parent has and will have available cash on hand and other available sources of financing sufficient to fund in full the Equity Financing. Parent’s and Purchasers’ obligations under this Agreement are not contingent upon obtaining financing from any Person.

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

contemplated by this Agreement, the Purchaser Parties and their Subsidiaries, taken together, will be Solvent.

5.6 Acknowledgement

(a) Each Purchaser acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company and the Company Subsidiaries, and, in making its determination to proceed with the transactions contemplated by this Agreement, such Purchaser has relied solely on the results of its own independent investigation and verification and the representations and warranties of (i) the Company expressly and specifically set forth in ARTICLE III, as qualified by the Company Disclosure Schedule, and (ii) the Sellers expressly and specifically set forth in ARTICLE IV, as qualified by the Seller Disclosure Schedule. The representations and warranties by (i) the Company expressly and specifically set forth in ARTICLE III and (ii) the Sellers expressly and specifically set forth in ARTICLE IV, constitute the sole and exclusive representations, warranties, and statements of any kind of the Company or any of the Sellers to each Purchaser in connection with the transactions contemplated by this Agreement, and each Purchaser understands, acknowledges and agrees that all other representations, warranties, and statements of any kind or nature expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or any of the Company Subsidiaries) are specifically disclaimed by the Company and the Sellers.

(b) Each Purchaser acknowledges and agrees that none of the Company, C3 or the Sellers, nor any shareholder, officer, director, manager, member, employee or agent of any of them, whether in an individual, corporate or any other capacity, will have or be subject to any liability or indemnification obligation to such Purchaser or any other Person resulting from (nor shall such Purchaser have any claim with respect to) the distribution to such Purchaser, or such Purchaser's use of, or reliance on, any information, documents, projections, forecasts or other material made available to such Purchaser in anticipation or expectation of, or in connection with, the transactions contemplated by this Agreement, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise.

(c) In connection with the investigation by each Purchaser of the Company and the Company Subsidiaries, such Purchaser has received or may receive from the Company and/or the Company Subsidiaries certain projections, forward-looking statements and other forecasts and certain business plan information. Each Purchaser acknowledges and agrees that there are uncertainties inherent in attempting to make such estimates, projections, forward looking statements and other forecasts and plans, that such Purchaser is familiar with such uncertainties, that such Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forward looking statements and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forward looking statements, forecasts or plans), and that such Purchaser shall have no claim against anyone with respect thereto. Accordingly, each Purchaser acknowledges and agrees that none of the Company, C3 or any Seller nor any

shareholder, officer, director, manager, member, employee or agent of any of them, whether in an individual, corporate or any other capacity, makes any representation, warranty, or other statement with respect to, and such Purchaser is not relying on, such estimates, projections, forward looking statements and other forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forward looking statements and other forecasts or plans).

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

5.8 No Other Assets or Liabilities. Each Purchaser Party (other than Parent) was formed solely for the purposes of consummating the transactions contemplated by this Agreement. Each Purchaser Party (other than Parent) has not conducted any business prior to the date hereof and has, and prior to the Closing will have, no assets, liabilities or obligations of any nature other than in connection with the Purchaser Reorganization or those incident to its formation and pursuant to this Agreement and the transactions contemplated by this Agreement, including the Debt Commitment Letter and the Debt Financing.

ARTICLE VI

COVENANTS OF THE COMPANY

6.1 Conduct of the Business.

(a) Without prejudice or limitation to Section 2.8, from the date hereof until the Closing, unless the Purchaser Parties shall otherwise consent as provided herein (such consent not to be unreasonably delayed; provided that if the Purchaser Parties have not sent a Conduct of Business Response (as defined below) within [Redacted] of receiving such request in accordance with this Section 6.1, the Purchaser Parties shall be deemed to have consented to such request) or except as expressly set forth on Section 6.1 of the Company Disclosure Schedule, or as otherwise required by applicable Laws or expressly required by this Agreement (including Section 6.2), the Company shall, and shall cause each of the Company Subsidiaries to, conduct their business in the Ordinary Course of Business and use their commercially reasonable efforts to preserve intact the Company's and the Company Subsidiaries' business organization, goodwill and relationships with customers and suppliers, employees, distributors, lessors, agents and others with whom they deal, in each case, in the Ordinary Course of Business. For purposes of this Section 6.1, the Company shall submit any request for consent to the Purchaser Parties by email to each of the four (4) individuals identified, together with their email address, as set forth on Section 6.1(a) of the Company Disclosure Schedule. Any response to such email request shall be by reply email to the person who sent the request on behalf of the Company (such response, a "Conduct of Business Response"). A Conduct of Business Response by any of the four (4) individuals shall be deemed to be the response of the Purchaser Parties. The Purchaser Parties may change any of said four (4) individuals by notice to Company in accordance with Section 10.6 hereof.

(b) Without limiting the generality of the foregoing, except as expressly set forth in Section 6.1 of the Company Disclosure Schedule or as otherwise required by applicable Laws or expressly required by this Agreement (including Section 6.2), from the date hereof until the Closing, unless the Purchaser Parties shall otherwise consent (such consent not to be unreasonably withheld or delayed; provided that if the Purchaser Parties have not sent a Conduct of Business Response within [Redacted] of receiving such request in accordance with this Section 6.1, the Purchaser Parties shall be deemed to have consented to such request), the Company shall not and shall cause each of the Company Subsidiaries to not:

(i) amend or modify the Bylaws or Certificate of Incorporation, each as in effect on the date hereof, or the certificate of incorporation, bylaws or other equivalent organizational documents of the Company Subsidiaries;

(ii) (x) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any of its capital stock (other than dividends or distributions declared, set aside, made or paid by any Company Subsidiary to the Company or to another Company Subsidiary) or (y) create, authorize for issuance, issue, deliver, sell, redeem, purchase, grant, pledge, or otherwise encumber or subject to any Lien any of its capital stock or other equity interests or any options, warrants, calls, rights, or any securities convertible into, or exchangeable for, any rights, warrants or options to acquire any such capital stock or other equity interests, “phantom” stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind with respect to the Company or the Company Subsidiaries’ capital stock or equity interests other than issuances by a Company Subsidiary of capital stock to the Company or to another Company Subsidiary; provided that in no event shall any Leakage that has been paid to the Purchaser Parties pursuant to Section 2.8 constitute a breach or violation of the covenant in this clause (ii);

(iii) sell, lease, license, abandon, permit to lapse, subject to a Lien (other than a Permitted Lien) or otherwise sell, surrender, relinquish, transfer, lease, license or otherwise dispose of any assets, property or rights of the Company or any Company Subsidiary except (w) to the Company or a Company Subsidiary, (x) pursuant to Contracts existing on the date hereof or Contracts entered into after the date hereof provided that the entrance into such Contract did not violate this Agreement, (y) as regards those assets or property rights the value of which does not exceed [Redacted] in the aggregate, or (z) for the sale or lease of the Company’s products or equipment to its customers in the Ordinary Course of Business;

(iv) make any loans, advances or capital contributions to, or investments in, any other Person other than (x) by the Company or any Company Subsidiary to or in the Company or any Company Subsidiary, (y) advancement and payment of reimbursable travel expenses in the Ordinary Course of Business or (z) advances to contractors or vendors with respect to expenses in the Ordinary Course of Business and consistent with the Company Budget;

(v) (x) incur or assume any Indebtedness (other than any items identified in clause (v) of the definition of Indebtedness) or guarantee, indemnify or endorse, or otherwise as an accommodation become responsible for, any Indebtedness (other than any items

identified in clause (v) of the definition of Indebtedness) of any Person, in each case other than (1) any guarantee, surety, indemnity, letter of comfort or any similar commitment for the benefit of any third party which may result in the Company or the Company Subsidiaries disbursing in the aggregate an amount not to exceed [Redacted], (2) any letters of credit entered into in the Ordinary Course of Business or (3) as may be necessary to fund Company Incurred Financing Expenses in the event such expenses cannot be covered by existing cash on hand in excess of reasonable reserves, or (y) make any capital expenditures except as consistent with the Company Budget;

(vi) amend or otherwise modify benefits under any Company Benefit Plan, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Company Benefit Plan as currently in effect on the date hereof, fail to make any required contribution to any Company Benefit Plan, or terminate or establish any Company Benefit Plan, in each case except as required by an existing agreement, plan or applicable Law or as may be imposed by a third party benefit provider or contemplated by this Agreement;

(vii) [Redacted];

(viii) (x) terminate the employment or engagement of any of the Persons set forth in Section 6.1(b)(viii) of the Company Disclosure Schedule ([Redacted]), or alter the terms of employment or engagement of any of the Persons set forth in Section 6.1(b)(viii) of the Company Disclosure Schedule, (y) [Redacted];

(ix) commence, settle, compromise or discontinue any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy involving claims, liabilities or obligations of the Company and the Company Subsidiaries in excess of [Redacted] or that are otherwise material to the Company and the Company Subsidiaries taken as a whole, excluding claims covered by insurance;

(x) make, change or revoke any Tax election other than any local or county Tax election, change any method of Tax accounting, settle any Tax claim or assessment for a material amount of Taxes relating to the Company or any of the Company Subsidiaries, surrender any right to claim a refund of a material amount of Taxes or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company or any of the Company Subsidiaries, file any material amended Tax Return or enter into any closing agreement as described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. income Tax law) with any Tax authority;

(xi) [Redacted];

(xii) [Redacted];

(xiii) [Redacted];

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

(xv) change an annual accounting period or adopt or change any of its accounting methods, principles or practices (including with respect to reserves), except as required by applicable Law or GAAP, fail to pay any creditor any material amount owed to such creditor when due or grant any extensions of credit or extend payment terms or cancel or waive any receivables other than in the Ordinary Course of Business or as may otherwise be contested in good faith;

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

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

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

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

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

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

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

(xxiii) [Redacted];

(xxiv) [Redacted];

(xxv) relocate or close-down any place of business, branch office, representative office or permanent establishment except in the Ordinary Course of Business, or, except as consistent with the Company Budget, open any place of business, branch office,

representative office or permanent establishment, except, in each case, for any lease or sublease that individually or in the aggregate requires annual payments by the Company or any Company Subsidiary in excess of [Redacted];

(xxvi) fail to make any required contributions to the federal Universal Service Fund or any state equivalent thereto in a manner consistent with past practice; or

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

6.2 Company Obligations in Respect of the Debt Financing. From the date hereof until the earlier of the Closing Date and the date that this Agreement is terminated in accordance with its terms, in connection with the Debt Financing the Company agrees to use its commercially reasonable efforts to, and to use its commercially reasonable efforts to cause the respective officers, employees and advisors of the Company and the Company Subsidiaries to, at the Company's cost and expense and at reasonable times and based upon the reasonable request of the Purchaser Parties, (i) participate (including by way of causing management to so participate) in diligence sessions, road shows, drafting sessions, conference calls and meetings with the Financing Sources, rating agencies and prospective lenders/investors/equity co-investors reasonably necessary for any Debt Financing, (ii) furnish the Purchaser Parties and the Financing Sources with all information, including financial statements, regarding the Company as would be customary in a bank information memorandum and/or an offering in which the initial purchasers will rely on Rule 144A of the Securities Act or a private placement of such Debt Financing, (iii) assist the Purchaser Parties in the preparation of offering documents (including a preliminary offering document, pricing and other supplements and a final offering document) that is suitable for use in a customary "high-yield road show" for a private placement under Rule 144A of the Securities Act and reasonably compliant with the terms and conditions of, the Debt Commitment Letter or any applicable Alternate Financing Commitment Letter, (iv) obtain customary accountants' comfort letters and accountants' consents from the auditors of the Company or the Company Subsidiaries, as applicable, in form and substance reasonably satisfactory to the Financing Sources for use in a private placement under Rule 144A of the Securities Act, (v) facilitate the execution and delivery at the Closing of definitive and ancillary documents required in connection with or reasonably related to the Debt Financing, including by requesting that the appropriate members of the board of directors (or other governing body with similar function) of applicable subsidiaries of the Company and the appropriate officers of such subsidiaries be available upon reasonable notice to Parent and its counsel to sign resolutions, certificates, definitive and ancillary documentation for the Debt Financing (in each case to be held in escrow pending the Closing) in connection with the authorization of the Debt Financing and the execution and delivery of the definitive and ancillary documentation for the Debt Financing in anticipation of the Closing (provided that all such authorization, execution and delivery shall be deemed to become effective only if and when the Closing occurs and shall be derived exclusively from the authority of Parent as controlling stockholder and of the board of directors (or other governing body with similar function) of the applicable subsidiaries as constituted after giving effect to the Closing), (vi) provide customary authorization letters to the Financing Sources authorizing the distribution of information to prospective lenders, containing a customary "10b-5" representation and a representation that any public-side version of such information does not include material nonpublic information, (vii) provide to the Purchaser

Parties monthly financial statements of CCH I substantially consistent with the monthly information that is currently provided to the Company's Board of Directors with respect to CCH I, (viii) provide to the Purchaser Parties unaudited consolidated quarterly financial statements of CCH I within forty-five (45) days of the end of each fiscal quarter of the Company (it being understood that such quarterly financial statements shall be prepared in a manner consistent with the quarterly financial statements prepared by management of the Company and the Company Subsidiaries, and shall be required only for the first three fiscal quarters of 2015 and only to the extent such quarter has ended at least 45 days prior to the Closing Date), (ix) take such further action as the Purchaser Parties may reasonably request to fulfill the conditions precedent of the Company and the Company Subsidiaries to the availability of the Debt Financing, other than actions contemplated to be taken by the Purchaser Parties (including funding of the Equity Financing), (x) furnish the Purchaser Parties and the Financing Sources promptly upon request therefor with all documentation and other information required by any Governmental Body with respect to any Debt Financing under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, and in any event at least five (5) days prior to the Closing Date to the extent requested at least ten (10) days prior to the Closing Date, (xi) [Redacted]; and (xii) take such further action as the Purchaser Parties may reasonably request to consummate on the Closing Date the issuance or incurrence of the Debt Financing; provided, that nothing herein shall require any such action to the extent it would (a) unreasonably interfere with the business or operations of the Company or the Company Subsidiaries or require the Company or the Company Subsidiaries to agree to pay any fees, reimburse any expenses or give any indemnities, in any case prior to the Closing, for which the Purchaser Parties do not promptly reimburse or indemnify it, as the case may be, under this Agreement or (b) except as set forth in clause (v) above and in the [Redacted], require C3, the Company, any of the Company's Subsidiaries or their respective directors, officers, managers or employees to execute, deliver or enter into, or perform any agreement, document or instrument, including any commitment letter, with respect to any Debt Financing prior to the Closing, and the Company's Board of Directors shall not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which any Debt Financing is obtained prior to the Closing; provided, further, that (A) the Company's obligations under this Section 6.2 shall be subject to the Financing Sources and their Affiliates being bound by confidentiality agreements in accordance with customary market practice, (B) none of the Company or any of the Company Subsidiaries shall be required to provide any information to the extent it would result in the waiver of an attorney-client privilege or violate any applicable confidentiality obligation of the Company or any such Company Subsidiary and (C) if this Agreement is terminated or the Closing does not otherwise occur, other than as a result of the breach by the Company of its covenants and agreements in Section 6.1 that results in the condition set forth in Section 8.1(b) not to be satisfied, the Purchaser Parties or Parent shall promptly reimburse the Company for any and all reasonable and documented Debt Financing Expenses incurred by the Company or any Company Subsidiary (the "Company Incurred Financing Expenses").

ARTICLE VII

CERTAIN COVENANTS AND AGREEMENTS OF THE PARTIES

7.1 Access to Books and Records.

(a) From the date hereof until the Closing or the earlier termination of this Agreement, C3, Sellers, and the Company shall, and the Company shall cause the Company Subsidiaries and each of their respective representatives to, provide the Purchaser Parties and their Affiliates and its and their respective partners, members, directors, officers, employees, agents, attorneys, accountants and other advisers (the “Purchasers’ Representatives”) with reasonable access, at Purchaser’s cost with respect to the reasonable and documented third party costs incurred by the Company in connection with such access, during normal business hours upon reasonable advance notice, to the offices, properties, books and records of the Company, the Company Subsidiaries and C3 (solely to the extent reasonably related to operations of the Company and the Company Subsidiaries) in order for the Purchaser Parties to have the opportunity to make such investigation as it shall reasonably desire to make of the affairs of the Company, the Company Subsidiaries and C3 (solely with respect to its obligations as the manager of the Company and the Company Subsidiaries); provided that (i) such access does not unreasonably interfere with the normal operations of C3, the Company or any of the Company Subsidiaries and (ii) neither C3 nor the Company shall be required to take any action which would constitute a waiver of the attorney-client or other privilege or would violate any Law (provided that the Company shall use its reasonable efforts to allow for such access or disclosure in a manner that does not result in a breach of such Law or such privilege, including using commercially reasonable efforts to obtain any required consent or through the use of a “clean team”); provided, further, that all requests for access shall be directed to such employees of the Company, Sellers and C3 as the Company, Sellers and C3, respectively, may designate in writing to the Purchaser Parties, or such other Person as the Company, Sellers or C3, respectively, may designate from time to time. The information provided pursuant to this Section 7.1(a) will be used solely for the purpose of effecting the transactions contemplated by this Agreement, and will be governed by all the terms and conditions of the Confidentiality Agreement and prior to the Closing, the Purchaser Parties shall maintain all subscriber information (as hereinafter defined) that was obtained prior to the Closing from the Company, the Company Subsidiaries or any Affiliate of any of the foregoing in connection with the transactions contemplated by this Agreement only in compliance with Sections 222 and 631 of the Communications Act and all other Laws governing the use, collection, disclosure and storage of such information. For purposes hereof, “subscriber information” means personally identifiable information pertaining to customers, including names, telephone numbers, e-mail and billing addresses, credit card numbers and expiration dates and bank account numbers and routing numbers.

(b) From and after the Closing and until any applicable statute of limitations has run, Parent shall, and shall cause the Company to, provide each of the Sellers and their agents with reasonable access (for the purpose of examining), at such Seller’s cost with respect to the reasonable and documented third party costs incurred by the Company in connection with such access, during normal business hours, and upon reasonable advance notice, to those books and records of the Company and the Company Subsidiaries that such Seller may reasonably require for purposes of preparing financial statements, for purposes of preparing Tax Returns [Redacted], in each case with respect to periods or occurrences prior to the Closing Date and with respect to the Company and the Company Subsidiaries, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees of the Company, and its Affiliates for purposes of locating and better understanding such books and records; provided that (i) such access does not unreasonably interfere with the normal operations of the Company

or any of the Company Subsidiaries and (ii) neither the Company nor any Company Subsidiary shall be required to take any action which would constitute a waiver of the attorney-client or other privilege or would violate any Law (provided that Parent shall use its reasonable efforts to allow for such access or disclosure in a manner that does not result in a breach of such Law or such privilege, including using commercially reasonable efforts to obtain any required consent or through the use of a “clean team”); provided, further, that all requests for access shall be directed to such employees of the Company as Parent may designate from time to time. Unless otherwise consented to in writing by each of the Sellers, neither Parent nor the Company shall, for a period of seven years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of the Company or any Company Subsidiary for any period prior to the Closing Date without first offering to surrender such books and records or any portion thereof which Parent, the Company or such Company Subsidiary may intend to destroy or dispose of to each of the Sellers; provided that the Company or such Company Subsidiary, as applicable, may offer a Seller copies of such books and records in lieu of originals.

7.2 Contact with Business Relations. Each Purchaser Party hereby agrees that neither it nor its Affiliates are authorized to, and none of them shall (and none of them shall permit any of its employees, agents, representatives or Affiliates to) contact any officer, director, manager, employee, franchisee, customer, supplier, distributor or other material business relation of the Company or any of the Company Subsidiaries (other than those directors, officers and employees of the Company set forth on Exhibit I) prior to the Closing without the prior written consent of the Company for each such contact, such consent not to be unreasonably withheld or delayed, except, in all such circumstances, in such Purchaser Party’s ordinary course of business unrelated to the transactions contemplated by this Agreement.

7.3 Affiliate Contract Terminations. Effective upon the Closing, the Company, the Sellers and C3, as applicable, shall terminate the Affiliate Contracts set forth on Exhibit J (the “Terminated Affiliate Contracts”) at no cost or expense to the Company (other than payments owed as of the Closing Date which shall be made in accordance with such Terminated Affiliate Contracts to the extent they are not termination payments), and shall provide the Purchaser Parties with evidence reasonably satisfactory to Purchaser Parties of such termination and following the Closing the Company and the counterparties thereto will be fully released from any and all liabilities and obligations other than with respect to indemnification obligations (collectively, the “Affiliate Contract Terminations”).

7.4 No Shop/Exclusivity. From the date of this Agreement until the Closing Date or the earlier termination of this Agreement, the Company, C3, the Sponsors and each of the Sponsor Sellers and Management Holder Seller shall, and shall cause their respective Affiliates and each of their and their Affiliates’ respective directors, officers, employees, representatives or agents (collectively, the “Representatives”) to, (a) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person conducted heretofore by the Company, the Sponsor Sellers, the Sponsors, Management Holder Seller, C3 or any of their respective Representatives with respect to any Acquisition Transaction, (b) not solicit, encourage, initiate, endorse, cooperate with or otherwise knowingly encourage or facilitate (including by way of furnishing non-public information or data) any inquiry, proposal or offer with respect to, or the making or completion of, any merger, consolidation or business

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

7.5 Efforts; Filings.

(a) Subject to the other provisions of this Agreement (including the other provisions of this Section 7.5) and in accordance with applicable Law, each of the Purchaser Parties, the Company and the Sellers shall use, and the Purchaser Parties and the Company shall cause each of the Company Subsidiaries and the Purchaser Party Subsidiaries to use, commercially reasonable efforts to (i) consummate the transactions contemplated by this Agreement, (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement, and (iii) cause the Closing to occur. Without limiting the generality of the foregoing, subject to the other provisions of this Agreement (including the other provisions of this Section 7.5), each of the Purchaser Parties, the Company and the Sellers shall use, and the Company shall cause each of the Company Subsidiaries to use, commercially reasonable efforts to obtain any consents from third parties (including Governmental Bodies) required to be obtained in connection with the transactions contemplated hereby, and each of the Purchaser Parties, the Company and the Sellers shall (A) make or cause to be made all filings and submissions under any material Laws or regulations applicable to such party for the consummation of the transactions contemplated by this Agreement, (B) coordinate and cooperate with the other parties hereto in exchanging such information and providing such assistance as such other parties hereto may reasonably request in connection with all of the foregoing, and (C) (1) supply as promptly as reasonably practicable an appropriate response to any additional requests for information and documentary material they may receive from any Governmental Body in connection with such filings, (2) make any further filings and submissions pursuant thereto that may be necessary, proper, or advisable in connection therewith, and (3) use commercially reasonable efforts to obtain all required consents as promptly as reasonably practicable. Notwithstanding the foregoing, except as otherwise

expressly set forth in this Agreement, none of the Purchaser Parties, the Company, any of the Company Subsidiaries or Sellers shall be required to pay any consideration or make any other payment to any third party whose consent is required for the transactions contemplated hereby (excluding, for the avoidance of doubt, customary filing fees).

(b) In furtherance and not in limitation of the other covenants contained in this Section 7.5, the Company and the Purchaser Parties each shall, as promptly as practicable and before the expiration of any relevant legal deadline, but in no event later than fifteen (15) Business Days following the execution and delivery of this Agreement, make an appropriate filing with the United States Federal Trade Commission (the “FTC”) and the Antitrust Division of the United States Department of Justice (the “Antitrust Division”) of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, which forms shall specifically request early termination of the waiting period prescribed by the HSR Act, and, subsequent to such filings, provide any supplemental information and documents that may be requested by either the FTC or the Antitrust Division in connection therewith pursuant to the HSR Act. Each of the Purchaser Parties, the Company and the Sellers shall, and the Purchaser Parties and the Company shall cause each of the Company Subsidiaries and the Purchaser Party Subsidiaries to, furnish to each of the Purchaser Parties’ and the Company’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act. Subject to Section 10.5, the filing fees payable in connection with such filings (the “HSR Filing Fees”) shall be borne by the Company as Company Attributable Transaction Expenses hereunder. Each of the Purchaser Parties, the Company and the Sellers shall, and the Purchaser Parties and the Company shall cause each of the Company Subsidiaries and the Purchaser Party Subsidiaries to, use their commercially reasonable efforts to promptly obtain termination or expiration of any waiting periods required under the HSR Act for the consummation of the transactions contemplated by this Agreement and shall keep each other apprised of the status of any communications with, and any formal and informal inquiries or requests for additional information or documents from any Governmental Body and shall comply promptly with any such inquiry or request. Without limiting the foregoing, each of the Purchaser Parties and Company shall (i) promptly notify each other of any material communications from and to personnel of the reviewing Governmental Bodies; (ii) confer with each other regarding appropriate contacts with and response to personnel of such Governmental Bodies and the content of any such contacts or presentations; (iii) not agree to participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation, or other inquiry without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion (which, at the request of either the Purchaser Parties (together) or the Company, shall be limited to counsel only); (iv) confer regarding the content of any presentations, white papers or other substantive written materials to be submitted to any Governmental Body in advance of any such submission; (v) respond as promptly as practicable to any formal or informal requests (both voluntary and compulsory) received from any Governmental Body in connection with antitrust matters, including certifying substantial compliance with any Requests for Additional Information and Documentary Material (“Second Requests”) as promptly as practicable; and (vi) take all reasonable actions necessary to assert,

defend and support its certification of substantial compliance with any Second Request. [Redacted].

(c) In the event that the Sellers or the Company or any of their respective employees, agents, advisors or Affiliates shall become aware of any actual or threatened claim by any shareholder or creditor or its agents or advisors in connection with the transactions contemplated in connection herewith that would reasonably be viewed by the Company as material, the Company shall advise the Purchaser Parties thereof as soon as reasonably practicable, and all material communications with respect to such actual or threatened claim to or with such shareholder or creditor or their agents or advisors shall be subject to the prior review of, comment by and approval of the Purchaser Parties, such approval not to be unreasonably withheld.

(d) In furtherance and not in limitation of the other covenants contained in this Section 7.5, as soon as practicable after the date hereof, but in any event no later than ten (10) Business Days after the date hereof, the Company and the Purchaser Parties shall prepare and file or deliver, or cause to be prepared and filed or delivered, all applications and requests required to be filed with or delivered to (i) the FCC, (ii) any PUC, or (iii) any Governmental Body issuing a Franchise (a “Franchise Authority”), in each case that are necessary to obtain the consent of the FCC, such PUC or such Franchise Authority in connection with the transactions contemplated hereby (each a “Consent”) and each of the Purchaser Parties [Redacted], and the Company and the Sellers shall, and the Company shall cause each of the Company Subsidiaries to, use their commercially reasonable efforts, to promptly obtain each Consent and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information or documents from any Governmental Body regarding any Consent and shall comply promptly with any such inquiry or request. [Redacted]. [Redacted]. [Redacted] in no event shall the Company or any other party hereto be required to pay any fees and expenses of counsel, accountants, agents and other representatives of the FCC or any Franchise Authority related thereto. Each of the parties shall make its representatives available to participate in any meeting requested by any Governmental Body in connection with obtaining the Consents, unless the parties agree otherwise. Subject to the terms of the Confidentiality Agreement, the parties will co-operate with each other in exchanging such information and providing such assistance as may be reasonably requested by the other parties in connection with the process of obtaining the Consents.

(e) In furtherance and not in limitation of the other covenants contained in this Section 7.5, the Purchaser Parties and the Company shall each submit or cause to be submitted, (i) promptly after the date of this Agreement, all materials requested by Team Telecom in connection with its review of the transactions contemplated hereby; (ii) as soon as possible after the date of this Agreement, a joint draft notice and other appropriate documents to CFIUS within the meaning of 31 C.F.R. §800.401(f), (iii) as soon as possible after the joint draft notice referenced in clause (ii) has been submitted to CFIUS, a formal voluntary notice of the transaction to CFIUS within the meaning of 31 C.F.R. §800.402, and (iv) as soon as possible (and in any event in accordance with pertinent regulatory requirements) any other submissions that are formally requested by Team Telecom or CFIUS to be made, or which the Purchaser Parties and the Company mutually agree should be made, in each case in connection with this

Agreement and the transactions contemplated hereby. Purchaser Parties and the Company further agree that they shall keep each other apprised of communications with, and requests for additional information from, Team Telecom and CFIUS with respect to the transactions contemplated hereby, and to the extent practicable, provide each other with the opportunity to review and approve any written submission to Team Telecom and CFIUS, which review and approval shall not be unreasonably withheld. Parent and the Purchaser Parties shall take, or cause to be taken, all actions that are customarily undertaken to obtain Team Telecom's consent to the transactions contemplated hereby and CFIUS Approval so as to enable the Closing, including providing all such assurances as may be customarily necessary to address national security (including entering into a mitigation agreement, letter of assurance, national security agreement, or other similar arrangement or agreement), law enforcement, and public safety interests in relation to any services offered by Company or facilities owned by the Company, provided however that Parent and Purchasers shall not be required as a condition to obtaining Team Telecom's consent or CFIUS Approval to agree to sell, divest or dispose of any assets or businesses. The Company shall use commercially reasonable efforts to assist the Purchaser Parties in obtaining Team Telecom's consent to the transactions contemplated hereby and CFIUS Approval.

(f) In furtherance and not in limitation of the other covenants contained in this Section 7.5, and subject to the rights contained in Section 9.1, (i) at the request of the Company, the Purchaser Parties and their Affiliates shall be obligated to, or (ii) at the request of the Purchaser Parties, the Company and the Sellers shall, and the Company shall cause each of the Company Subsidiaries to, in each case, cooperate in all material respects with each other and use their respective commercially reasonable efforts to defend or contest, whether judicial or administrative, any ruling, Order, or other action of any Governmental Body or any other Person challenging this Agreement or the consummation of the transactions contemplated by this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Body vacated or reversed, or otherwise respecting the transactions contemplated by this Agreement.

(g) Subject to their obligations under this Section 7.5 and all other provisions of this Agreement, the Purchaser Parties shall, on behalf of the parties, control and lead all communications, strategy, engagements, and decisions, including, without limitation, decisions regarding the timing for any filing or submission relating to any review, investigation, or proceeding by any Governmental Body of, and to direct the defense of any litigation challenging, or the negotiation of any approvals with respect to, the transactions contemplated by this Agreement, subject to good faith consultations with the Company and the Sellers and their respective representatives. Neither the Company nor the Sellers nor any of their respective Affiliates or representatives shall make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Body with respect to any proposed settlement, consent decree, commitment or remedy (it being acknowledged that the timing and substance of any such negotiations or discussions and the content of any such offers are to be determined by the Purchaser Parties), or, in the event of litigation, discovery, admissibility of evidence, timing or scheduling, except as specifically requested by or agreed with the Purchaser Parties. The Company, the Sellers, and their respective Affiliates and representatives shall use commercially reasonable efforts to provide support of the Purchaser Parties in all material

respects in all such negotiations and discussions to the extent reasonably requested by the Purchaser Parties.

7.6 Certain Obligations in Respect of the Financings.

(a) Each Purchaser Party (i) acknowledges and agrees that none of C3, the Company, the Company Subsidiaries, any other Affiliates of C3 or the Company or any of their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents shall have any responsibility for (other than the Company with respect to its respective covenants under this Agreement), or incur any liability to, such Purchaser Party in connection with the Debt Financing or any discharge of the Debt Agreements, except in the case of the Company or any Company Subsidiary, on or after (and conditioned upon the consummation of) the Closing Date, (ii) agrees to use commercially reasonable efforts to cause the officers, employees and advisors of such Purchaser Party and its Affiliates to coordinate and cooperate with the other parties hereto as they may reasonably request in connection with the Debt Financing and (iii) shall indemnify and hold harmless C3, the Company, their Affiliates and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the [Redacted] and the arrangement of the Debt Financing, except in the event that any such liabilities, losses, damages, claims, costs or expenses described in the foregoing clause (i), arose out of the willful misconduct or gross negligence of any such Person or the breach of this Agreement by any such Person or arose out of historical information that contains an untrue statement of material fact or omission to state a material fact necessary to make a statement not misleading, [Redacted]. Notwithstanding the foregoing, if the Closing shall be consummated, all of the Purchaser Parties' fees, cost and expense obligations specified in this Section 7.6(a) and relating to the Debt Financing and the discharge of the Debt Agreements shall be deemed fees, costs and expenses of the Company.

(b) The Purchaser Parties shall take (or cause to be taken) all actions and do (or cause to be done) all things necessary, proper or advisable to cause the Equity Financing to be funded to the Purchasers on or prior to the Closing.

(c) The Purchaser Parties shall not agree to any amendment or modification to, or any waiver of any provision under any Debt Commitment Letter without the consent of the Sponsors, other than any amendment, modification or waiver that would not (i) reduce the amount of the Debt Financing, (ii) add a condition, or make more onerous any existing condition, to the availability of the Debt Financing or (iii) otherwise reasonably be expected to prevent, or materially delay or impair, the availability of the Debt Financing or the consummation of the transactions contemplated by this Agreement.

(d) Each of the Purchaser Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable in connection with the Debt Financing on the terms and conditions described in each Debt Commitment Letter. Without limiting the generality of the foregoing, each of the Purchaser Parties shall use its commercially reasonable efforts to (i) maintain in effect each Debt Commitment Letter, (ii) satisfy on a timely basis all conditions (to the extent within its control) to obtaining the Debt Financing, (iii) negotiate and enter into definitive agreements with respect

thereto on terms and conditions contained in each Debt Commitment Letter, including with respect to conditionality, and otherwise on terms subject to the approval of the Purchaser Parties, not to be unreasonably withheld or delayed, (iv) consummate the Debt Financing in accordance with the terms and conditions of the Debt Commitment Letter and the definitive agreements with respect thereto at or prior to the Closing and (v) enforce all of its rights and remedies under each Debt Commitment Letter to cause the Financing Sources party thereto that are providing the Debt Financing to fund the Debt Financing in order to consummate the transactions contemplated by this Agreement on the terms hereof (including, without limitation, by commencing litigation against any such Financing Sources in order to cause the Debt Financing to be funded in accordance with the terms of such Debt Commitment Letter). Notwithstanding the foregoing, neither the Debt Financing nor the Senior Notes shall be consummated prior to the Closing Date without the prior written consent of the Sponsors.

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

(ii) If, at any time prior to the termination of this Agreement without the Closing occurring, all or any portion of the Debt Financing shall become unavailable on the terms and conditions contemplated by the Debt Commitment Letter or shall expire or terminate for any reason, then (x) the Purchaser Parties shall promptly notify the Company and the Sponsors and (y) the Purchaser Parties shall use commercially reasonable efforts to promptly arrange and obtain, and, if obtained, will promptly (and in any event, no later than one (1) Business Day following the execution of the same) provide the Company and the Sponsors with a copy of, a new financing commitment that has been approved by the Sponsors (such approval not to be unreasonably withheld or delayed) and that provides for an amount of debt financing sufficient to consummate the transactions contemplated by this Agreement and contains terms and conditions no less favorable in the aggregate to the Purchaser Parties and the Company and the Sponsor Sellers (in their capacity as holders of the Senior Notes) than those contained in the

Debt Commitment Letter as originally issued, as promptly as practicable following the occurrence of such event (an “Alternate Financing Commitment”; and the financing thereunder, the “Alternate Financing”). Any Alternate Financing Commitment may be made by some or all of the Financing Sources that are parties to the Debt Commitment Letter as originally issued or another bona fide lender or lenders of national reputation acceptable to the Purchaser Parties and reasonably capable of fulfilling their obligations under such Alternate Financing Commitment. If, at any time prior to the termination of this Agreement without Closing occurring, any portion of the Debt Financing in a Debt Commitment Letter issued in respect of an Alternate Financing (an “Alternate Financing Commitment Letter”) shall become unavailable on the terms and conditions contemplated by the Alternate Debt Commitment Letter or shall expire or terminate for any reason, then the Purchaser Parties shall continue to follow the steps set forth in subsections (ii)(x) and (y) above with respect to a new Alternate Financing Commitment Letter and Alternate Financing until such time that all of the conditions set forth in Sections 8.1 and 8.3 have been satisfied or validly waived.

(iii) The term “Alternate Financing” will be deemed a “Debt Financing” as such term is used in this Agreement.

7.7 Non-Solicit; Non-Hire. Each Sponsor Seller agrees that, for a period of [Redacted] following the Closing Date (the “Restricted Period”), other than with the written consent of Parent, such Sponsor Seller shall not, and shall not permit any of its Affiliates to, (i) hire any individual who is or was, at any time during the Restricted Period, employed or otherwise engaged by the Company, any of the Company Subsidiaries, C3 or any Subsidiary of C3 with a title of vice president or a title indicating a greater level of responsibility than vice president (each such individual, a “Specified Employee”), or (ii) encourage, induce, attempt to induce, solicit or attempt to solicit any Specified Employee to leave his or her employment with the Company, any of the Company Subsidiaries, C3 or any Subsidiary of C3. Notwithstanding anything to the contrary in this Agreement, none of the Sponsor Sellers nor any of their Affiliates shall be prohibited from engaging in any general public solicitations or hiring any Specified Employee who may respond to such solicitations, so long as any such solicitation is indirect, general in nature and does not specifically target all or any subset of the Specified Employees.

7.8 Non-Competition. [Redacted].

7.9 Director and Officer Liability and Indemnification.

(a) From and after the Closing, Parent shall cause the Company to (i) indemnify and hold harmless each present and former director, officer, manager, equityholder, employee or representative (and their respective Affiliates) of the Company or any Company Subsidiary (each, an “Indemnatee” and, collectively, the “Indemnitees”), with respect to all claims, liabilities, losses, damages, judgments, fines, penalties, costs (including amounts paid in settlement or compromise) and reasonable expenses (including reasonable fees and expenses of legal counsel) in connection with any claim, suit, action, proceeding or investigation (whether civil, criminal, administrative or investigative), whenever asserted, based on or arising out of, in whole or in part, the fact that an Indemnatee was a director, manager, officer, equityholder, employee or representative of the Company or a Company Subsidiary at, or at any time prior to, the Closing, to the fullest extent permitted under applicable Law, and (ii) assume all obligations

of the Company and such Company Subsidiaries to the Indemnitees in respect of indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing as provided in the Certificate of Incorporation and Bylaws and in the certificate of incorporation, by-laws or other organizational documents of such Company Subsidiaries as currently in effect as of the date of this Agreement. Without limiting the foregoing, Parent, from and after the Closing, shall cause the Certificate of Incorporation and Bylaws (and any amendments or restatements thereof) to contain provisions no less favorable to the Indemnitees prior to the Closing with respect to limitation of liabilities and indemnification rights than are set forth as of the date of this Agreement in the Certificate of Incorporation and Bylaws which provisions shall not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the Indemnitees. In addition, from and after the Closing, Parent shall, and shall cause the Company to, pay any reasonable expenses (including reasonable fees and expenses of legal counsel) of any Indemnitee under this Section 7.9 (including in connection with enforcing the indemnity and other obligations referred to in this Section 7.9) as incurred to the fullest extent permitted under applicable Law, provided that the Person to whom expenses are advanced provides an undertaking to repay such advances to the extent required by applicable Law. Notwithstanding anything to the contrary in this Agreement, to the extent any Seller is required to indemnify any Purchaser Party pursuant to this Agreement, such Seller may not seek indemnification from the Company pursuant to this Section 7.9(a) in respect of any such indemnification obligation.

(b) An Indemnitee shall have the right, but not the obligation, to assume and control the defense of any litigation, claim or proceeding relating to any acts or omissions covered under this Section 7.9 (each, a “Claim”) with counsel selected by the Indemnitee, which counsel shall be reasonably acceptable to the Parent; provided, however, that Parent shall be permitted to participate in the defense of such Claim at its own expense and Parent shall have no liability whatsoever for any settlement affected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Each of Parent, the Company and the Indemnitees shall reasonably cooperate in the defense of any Claim. Any Indemnitee wishing to claim indemnification under this Section 7.9, upon learning of any such threatened or actual Claim, shall promptly (and in any event no later than ten (10) Business Days before any applicable deadline to take action in respect of any such Claim) notify the Company and Parent in writing; provided that failure to give such notification will not affect the indemnification provided hereunder except to the extent Parent will have been materially prejudiced as a result of such failure.

(c) The provisions of this Section 7.9 are (i) intended to be for the benefit of, and shall be enforceable by, each Indemnitee, his or her heirs and his or her representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise. The obligations of Parent and the Company under this Section 7.9 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnitee to whom this Section 7.9 applies unless (x) such termination or modification is required by applicable Law or (y) the affected Indemnitee shall have consented in writing to such termination or modification (it being expressly agreed that the Indemnitees to whom this Section 7.9 applies shall be third party beneficiaries of this Section 7.9).

(d) In the event that Parent, the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent and the Company shall assume all of the obligations thereof set forth in this Section 7.9.

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

7.10 Carry Partnership Amendments. Effective upon Closing, the Sponsor Sellers agree that Parent shall, share in the profits of the Sponsor Sellers arising from their ownership in the Company on the terms reflected in the section of the Summary of Terms, dated May 4, 2015 among Parent, Canadian Pension Plan Investment Board and BC Partners, Inc. entitled “Profit Sharing” (the “Term Sheet Profit Sharing Terms”). From and after the Closing, the Sponsor Sellers shall cause Parent to share in the profits of the Sponsor Sellers arising from their ownership in the Company in accordance with the Term Sheet Profit Sharing Terms; provided that Parent, Sponsor Sellers, BCP GP and CPPIB GP shall work together in good faith to cause the actions, transactions and documentation contemplated by Exhibit G attached hereto (the “Profit Sharing Terms”) to occur and become effective at or immediately following Closing (provided that no such action, transaction or documentation shall adversely affect the Management Participants or the Carry Interest Cash Out) and at such time as the Profit Sharing Terms are reflected in legally binding obligations of the parties, such legally binding obligations shall be the only rights and obligations of the parties regarding Parent’s right to share in the profits of the Sponsor Sellers arising from their ownership in the Company.

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

7.12 Disclosure Schedule Updating.

(a) From time to time following the date hereof and until the Closing Date, the Company may deliver to the Purchaser Parties an updated Company Disclosure Schedule with additional disclosures which, if existing or occurring as of the date hereof, would have been required to be set forth or described in the Company Disclosure Schedule. Notwithstanding the foregoing, (i) the delivery of such updated Company Disclosure Schedule shall have no impact on, and shall not be taken into account in connection with, any breach of any representation or warranty which may have occurred as of the date of this Agreement or the Closing Date and

(ii) no such amended or supplemental information will constitute any waiver of any action the Purchaser Parties may be permitted to take based on a Material Adverse Effect, in each case, except with respect to updates to Sections 3.2 and 3.12(d) of the Company Disclosure Schedule as permitted by Sections 3.2 and 3.12(d) respectively hereof.

(b) The Company shall give the Purchaser Parties prompt notice of the (i) material breach of any representation or warranty of the Company of which the Company has knowledge, that if occurring or continuing to occur as of the Closing Date, would cause the conditions set forth in Section 8.1(a) not to be satisfied and (ii) material breach of any covenant or agreement of the Company of which the Company has knowledge, that if occurring or continuing to occur as of the Closing Date, would cause the condition set forth in Section 8.1(b) not to be satisfied. Each Seller shall give the Purchaser Parties prompt notice of the (i) material breach of any representation or warranty of such Seller of which such Seller has knowledge, that if occurring or continuing to occur as of the Closing Date, would cause the conditions set forth in Section 8.1(a) not to be satisfied and (ii) material breach of any covenant or agreement of such Seller of which such Seller has knowledge, that if occurring or continuing to occur as of the Closing Date, would cause the condition set forth in Section 8.1(b) not to be satisfied. The Purchaser Parties shall give the Company, the Sponsor Sellers and Management Holder Seller prompt notice of the (i) material breach of any representation or warranty of the Purchaser Parties of which they have knowledge that if occurring or continuing to occur as of the Closing Date, would cause the conditions set forth in Section 8.2(a) not to be satisfied and (ii) material breach of any covenant or agreement of the Purchaser Parties of which the Purchaser Parties have knowledge, that if occurring or continuing to occur as of the Closing Date, would cause the condition set forth in Section 8.2(b) not to be satisfied.

7.13 Confidentiality.

(a) Each party acknowledges that the information being provided to it or its Representatives in connection with the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate and be of no further force and effect.

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

(i) The Company Confidential Information shall not include information (x) that is or becomes known to the public in general other than by reason of a breach by the Management Holder Seller or the BCP GP Seller or their respective Affiliates or Representatives of this Section 7.13 or (y) with respect to the Management Holder Seller or the BCP GP Seller, that is or has been disclosed to the Management Holder Seller or BCP GP Seller by a third party without a breach of any confidentiality obligation of such third party and that such Seller has knowledge of after due inquiry.

(ii) The Management Holder Seller and the BCP GP Seller shall have the right hereunder to disclose Company Confidential Information to their Representatives who owe the Management Holder Seller or the BCP GP Seller a legally binding confidentiality obligation; provided that the Management Holder Seller or the BCP GP Seller informs such Representatives that such information is confidential and directs such Representative to maintain the confidentiality of such information; and

(iii) In the event that the Management Holder Seller or the BCP GP Seller or any of their respective Representatives is required by a Governmental Body to disclose any Company Confidential Information for legal or regulatory reasons, prior to making such disclosure, the Management Holder Seller or the BCP GP Seller will promptly notify in writing the Company and the Purchaser Parties, unless prohibited by Law, to permit the Company, at its sole expense, to seek a protective order or to take other appropriate action. The Management Holder Seller and the BCP GP Seller will also, and will direct their respective Representatives to, cooperate as reasonably requested by the Company in connection with the Company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded such information (at the Company's expense). If, in the absence of a protective order or other remedy or the receipt or waiver by the Company, the Management Holder Seller or the BCP GP Seller or any of their respective Representatives become, based on advice of counsel, legally compelled to disclose Company Confidential Information to such Governmental Body or else stand liable for contempt or suffer other censure or penalty, the Management Holder Seller or the BCP GP Seller or their respective Representatives, as the case may be, may disclose only the part of the Company Confidential Information which counsel advises is legally required to be disclosed. It is hereby understood that banking regulatory authorities with jurisdiction over the Management Holder Seller or the BCP GP Seller or their respective Representatives may conduct ordinary course examinations of books and records of the Management Holder Seller or the BCP GP Seller or their respective Representatives, and that disclosure of Company Confidential Information in such circumstances solely for the purposes of examination may occur without prior written notice or consent of the Company or the Purchaser Parties or compliance with the provisions of this Section 7.13(b); provided, that in the event such examination is not in the ordinary course, or is targeted at the transactions contemplated by this Agreement, the Company, the Company Subsidiaries, the Purchaser Parties or any of their respective Affiliates or Representatives, the Management Holder Seller or the BCP GP Seller or their respective Representative shall be required to give the Company and the Purchaser Parties notice and otherwise comply with the provisions of this Section 7.13(b).

(c) The Management Holder Seller and the BCP GP Seller shall be responsible for any breach of this Section 7.13 by its Affiliates or Representatives or any other Person to whom the Management Holder Seller or the BCP GP Seller discloses Company Confidential Information and to undertake commercially reasonable precautions to safeguard and protect the confidentiality of the Company Confidential Information.

7.14 Section 280G Matters. The Company shall use its commercially reasonable efforts prior to the Closing (but in no event later than the fifth Business Day immediately prior to the Closing Date), to obtain from each person to whom any payment or benefit is required or proposed to be made that could constitute a "parachute payment" (as defined in Section

280G(b)(2) of the Code) a written agreement waiving such person's right to receive some or all of such payment or benefit (the "Waived Benefit") so that all remaining payment or benefit applicable to such person shall not be deemed to be a parachute payment that would not be deductible under Section 280G of the Code, and to accept in substitution for the Waived Benefit the right to receive such remaining payment or benefit only if approved by the stockholders of the Company in a manner that complies with Section 280G(b)(5)(B) of the Code. Each such waiver shall identify the specific Waived Benefit and shall provide that if such stockholder approval is not obtained, such payments shall not be made and such persons shall have no right or entitlement with respect thereto. As soon as practicable thereafter, but in any event prior to the Closing Date, the Company shall seek stockholder approval in a manner that complies with Section 280G(b)(5)(B) of the Code of all such payments that have been conditioned on the receipt of such approval. The determination of which payments may be deemed to constitute parachute payments, the form of each such waiver, and the disclosure and other circumstances of any such stockholder approval shall be provided to the Purchaser Parties for Purchaser Parties' advance review and comment. Unless it is contractually required to do so, Company shall not pay any amount that could be characterized as a Waived Benefit to the extent that it is unable to (a) obtain the consent of a recipient described in this Section 7.14 or (b) is unable to obtain the shareholder approval described in this Section 7.14.

7.15 Related Agreements. The Company and/or the Sellers, as applicable, shall prepare and deliver to the Purchaser Parties prior to the date that is five (5) Business Days before the Closing Date forms of each of the following: (i) a certificate consistent with the requirements of Treasury Regulation Section 1.897-2(h) together with a duplicate original of the notice required to be delivered by the Company to the IRS in accordance with Treasury Regulation Section 1.897-2(h)(2) and (ii) the Leakage Certificate, each in form and substance reasonably acceptable to the Purchaser Parties (collectively, the "Related Agreements").

7.16 Downstream Merger. The Parent, the Purchasers, Sponsor Sellers, Management Holder Seller, the BCP GP Seller and the Company shall (a) vote in favor, contingent upon the Closing, of the Downstream Merger to the extent such party's vote is required in accordance with the DGCL and (b) take all actions necessary to effect the Downstream Merger immediately following the Closing.

7.17 Guaranty. The Parent unconditionally and irrevocably agrees to take any and all actions necessary to cause the other Purchaser Parties to perform their respective obligations under this Agreement pursuant to the Guaranty entered into as of the date hereof and attached hereto as Exhibit Q.

7.18 Transition Services and Related Matters. Prior to the Closing, each of the Company, C3, and Parent shall act in good faith to negotiate and agree on a transition services agreement (the "Transition Services Agreement") in accordance with the terms set forth on Exhibit S attached hereto and with such other terms as mutually agreed among the parties.

7.19 Company Bonus Payments. At the Closing, the Company shall, and the Parent shall cause the Company to, pay the Company Bonus Payments referenced in subsection (c) of the definition of "Company Bonus Payments". After the Closing, (x) if the Closing occurs in 2015, the Company shall, and Parent shall cause the Company to, honor the terms of the

Company Incentive Plan set forth in subsection (a) of the definition of the “Company Bonus Payments”, when and as such payments are due in accordance with the Company Incentive Plan and to timely pay all Company Bonus Payments set forth in subsection (b) of the definition of the “Company Bonus Payments” when and as such payments are due in accordance with past practices or (y) if the Closing occurs in 2016, the Company shall, and Parent shall cause the Company to, honor the terms of the Company Incentive Plan set forth in subsection (d) of the definition of the “Company Bonus Payments”, when and as such payments are due in accordance with the Company Incentive Plan and to timely pay all Company Bonus Payments set forth in subsection (e) of the definition of the “Company Bonus Payments” when and as such payments are due in accordance with past practices.

7.20 Tax Matters.

(a) Parent will, or will cause the Company to, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes and, if required by applicable Law, the applicable non-filing parties will join in the execution of any such Tax Returns and other documentation after having a reasonable opportunity to review any such Tax Returns.

(b) Within ninety (90) days (or as soon as reasonably practicable thereafter) following the end of (i) each taxable year prior to the year in which the Closing occurs, (ii) the taxable year in which the Closing occurs, the Company shall, and Parent shall cause the Company to, at the Company’s cost, cause the Company’s accountants to prepare any U.S. federal Tax Return required to be filed by Management Holder Seller, Suddenlink Management GP LP, BCP GP Seller and CPPIB GP with respect to each such taxable year along with all applicable IRS Schedule K-1 forms or Schedule K-1 equivalents, as applicable, for such entities and the Management Participants (or any successor or substitute schedule or form) in a manner consistent with prior practice and accounting methods, except to the extent otherwise required by applicable Laws and (iii) provide such Tax Returns and forms to the Management Holder Seller, Suddenlink Management GP LP, BCP GP Seller or CPPIB GP (as applicable) for filing and/or distribution and such additional information as may be reasonably requested by the Management Holder Seller, Suddenlink Management GP LP, BCP GP Seller or CPPIB GP to facilitate such filing and/or distribution. Management Holder Seller and BCP GP Seller hereby irrevocably waive any and all claims against the Company in connection with the preparation of any federal Tax Return, IRS Schedule K-1 forms or Schedule K-1 equivalents by the Company pursuant to this Section 7.20(b).

(c) The Sponsor Sellers, the Company and the Purchaser Parties intend the repurchase of the Repurchased Shares to be treated as a sale of stock under Section 302(b) of the Code and not as a distribution to which Section 301 of the Code applies, and each of the Sponsor Sellers, the Company and the Purchaser Parties shall file all Tax Returns required to be filed by them consistently with this intended tax treatment.

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Conditions to the Obligations of the Purchaser Parties. The obligations of the Purchaser Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing (any or all of which may be waived by the Purchaser Parties in their sole discretion to the extent permitted by applicable Law):

(a) The representations and warranties set forth in Sections 3.1, 3.2, 3.3, 4.1 and 4.3 shall be true and correct in all respects as of the Closing, except for representations and warranties that speak as of a specific date, which only need to be true and correct as of such date, and except with respect to the representations and warranties set forth in Section 3.2 and the penultimate sentence of Section 3.1, such inaccuracies that would have a de minimis effect on the Purchaser Parties. The representation and warranty set forth in Section 3.7(b) shall be true and correct in all respects as of the date of the Agreement. The other representations and warranties set forth in ARTICLES III and IV shall have been true and correct in all respects as of the Closing (except for representations and warranties that speak as of a specific date, which only need to be true and correct as of such date) except for such inaccuracies (without regard to all qualifications regarding materiality, material and adverse impact, Material Adverse Effect or other similar qualifier) as would not, and would not reasonably be expected to, individually or in the aggregate, result in a decrease in the enterprise value of the Company in an amount greater than [Redacted];

(b) The Company and the Sellers shall have performed or complied (i) in all material respects with all of the covenants and agreements (other than the Basic Operating Covenants) required to be performed or complied with by them under this Agreement at or prior to the Closing and (ii) with all Basic Operating Covenants except for any such failures to perform or comply that would not have a material and adverse impact on the Company and the Company Subsidiaries, taken as a whole;

(c) [Redacted]; and

(d) From and after the date hereof to the Closing, there shall not have been any event, change, effect, occurrence, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

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

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

individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement; and

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

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

- (a) [Redacted];
- (b) The applicable waiting periods under the HSR Act shall have expired or been terminated;
- (c) [Redacted];
- (d) The CFIUS Approval shall have been obtained; and
- (e) This Agreement shall not have been validly terminated in accordance with Section 9.1.

ARTICLE IX

TERMINATION

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

(a) by mutual written consent of the Purchaser Parties and the Sponsor Sellers;

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

(c) at the election of the Sponsor Sellers or the Purchaser Parties, on or after the applicable Outside Date; provided, that no termination may be made under this Section 9.1(c) by a party seeking termination hereunder if the failure to close by the applicable Outside Date was caused by a material breach of this Agreement by such party;

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

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

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, this Agreement shall become void and have no effect without any liability or obligation on the part of any party hereto or any of their respective directors, officers, employees, partners, members, stockholders or other Affiliates, except (a) that no such termination shall relieve any party hereto for any liability for damages resulting from any breach by such party of this Agreement that arose prior to such termination or for claims based on intentional misrepresentation or fraud by such party and (b) that all rights and obligations of any party hereto shall cease, except for the rights and obligations set forth in the provisions of Sections 3.24, 4.5, and 5.7 relating to brokers' fees, Section 6.2 related to the reimbursement of the Company by the Purchaser Parties or Parent of any expenses incurred by the Company in connection with the Debt Financing and the Debt Financing Expenses, Section 10.3 relating to public announcements, Section 10.5 relating to the parties' expenses, Section 10.6 relating to notices, Section 10.14 relating to governing law, Section 10.15 relating to submission to jurisdiction, Section 10.17 relating to no personal liability of directors, officer, owners, etc. and this Section 9.2, which shall survive the termination hereof.

ARTICLE X

MISCELLANEOUS

10.1 Survival. None of the representations or warranties set forth in this Agreement shall survive the Closing, except that the Fundamental Representations shall survive until the expiration of the applicable statute of limitations. The covenants and agreements set forth in this Agreement that are to be performed prior to the Closing shall terminate at and not survive the

Closing. Each of the covenants and agreements set forth in this Agreement that is to be performed at or after the Closing shall survive until the end of the statute of limitations applicable to such covenant or agreement. Notwithstanding the foregoing, if a claim is submitted in writing by the party hereto alleging a breach of a representation, warranty, covenant or agreement herein to the party hereto that is alleged to have committed such breach, setting forth in reasonable detail a description of the claim, the amount thereof and the basis thereof, prior to the expiration of the survival period for such representation, warranty, covenant or agreement otherwise set forth herein, then such claim shall survive until the time that it is fully and finally resolved. Subject to the terms and conditions hereof, the Sellers shall hold harmless and indemnify each of the Purchaser Parties from and against, and shall compensate and reimburse each of the Purchaser Parties for, any Damages which are suffered or incurred by any of the Purchaser Parties or to which any of the Purchaser Parties may otherwise become subject and which arise from or as a result of, or are connected with any breach of any Fundamental Representations of the Company or the Sellers set forth in this Agreement. The Sellers shall be severally, but not jointly, liable for any breach of a Fundamental Representation of the Company set forth in this Agreement on a pro rata basis. Each Seller shall be liable for a breach of a Fundamental Representation of such Seller set forth in this Agreement and any liability with respect to any breach of a Fundamental Representation of a Seller shall be allocated solely to the Seller that is responsible for such breach. The aggregate liability for any Seller for its breach of a Fundamental Representation of the Company or the Sellers set forth in this Agreement (a) shall not exceed an amount equal to the Purchase Price received by such Seller and (b) will be payable in cash and, as applicable, a reduction in the aggregate principal amount of the Senior Note held by such Sponsor Seller (if applicable), on a pro rata basis, as set forth in the Senior Note Agreement. Notwithstanding anything to the contrary in this Section 10.1, to the extent that (x) any Sponsor Seller shall have failed to pay in cash to the Purchaser Parties the amount corresponding to its pro rata portion of the Damage concerned (provided such pro rata portion has not been deducted from the Cash Consideration) at the expiry of a thirty (30) day period after the existence and quantum of such Damage are agreed upon between such Sponsor Seller and the Purchaser Parties or, if the existence or quantum of the Damage is disputed, at the expiry of a thirty (30) day period after such dispute is fully and finally resolved, then such unpaid portion of the Damage shall be deducted from the aggregate principal amount of the Senior Notes on a dollar for dollar basis, as set forth in the Senior Note Agreement, and the Sponsor Sellers shall be entirely and solely responsible for recovering any such amount from the relevant other Sponsor Sellers. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall restrict a party from making a claim based on intentional misrepresentation or fraud.

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

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

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

10.5 Expenses. Whether or not the Closing takes place, except as otherwise expressly set forth herein, each party to this Agreement shall bear its own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses, and travel, lodging, entertainment and associated expenses) incurred in connection with the negotiation of this Agreement and the other agreements contemplated by this Agreement, the performance of this Agreement and the other agreements contemplated by this Agreement, and the consummation of the transactions contemplated by this Agreement; provided that the Company shall bear the fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses, and travel, lodging, entertainment and associated expenses) incurred by the Company, the Sponsor Sellers and Management Holder Seller in connection with the negotiation of this Agreement and the other agreements contemplated by this Agreement (other than agreements related to the Debt Financing), the performance of this Agreement and the other agreements contemplated by this Agreement (other than agreements related to the Debt Financing), and the consummation of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing,

each of the parties hereto acknowledges that (a) the Purchaser Parties shall pay the Purchaser Attributable Transaction Expenses and (b) Seller Attributable Transaction Expenses shall be subtracted from the Cash Consideration. Notwithstanding anything herein to the contrary, if this Agreement is terminated or the Closing does not occur, Parent and the Purchasers shall reimburse the Company (a) for all Company Incurred Financing Expenses to the extent required by Section 6.2 and (b) [Redacted].

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

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

c/o Altice S.A.
3, boulevard Royal
L-2449 Luxembourg (Grand Duchy of Luxembourg)
Attention: Dexter Goei, Jérémie Bonnin, and Alexandre Marque
Facsimile: +352 24 611 094
Email: dexter.goei@altice.net, jeremie.bonnin@altice.net and
alexandre.marque@altice.net

with a copy to:

Franklin
26, Avenue Kleber
75116 Paris (France)
Attention: Magali Masson
Facsimile: +331 4502 7901
Email: mmasson@franklin-paris.com

Notices to any BCP Seller, BCP GP or BC Partners Limited:

c/o BC Partners, Inc.
667 Madison Avenue
11th Floor
New York, NY 10065

Attention: Raymond Svider
[Redacted]

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4834
Attention: Raymond Lin and John Giouroukakis
Facsimile: (212) 751-4864
Email: raymond.lin@lw.com and john.giouroukakis@lw.com

Notice to CPPIB Seller, CPPIB Seller, CPPIB GP and CPPIB Equity Investments Inc.

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

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022-4834
Attention: Raymond Lin and John Giouroukakis
Facsimile: (212) 751-4864
Email: raymond.lin@lw.com and john.giouroukakis@lw.com

Notices to Management Holder Seller and C3:

Cequel III, LLC
520 Maryville Centre Drive Suite 300
St. Louis, Missouri 63141
Attention: General Counsel
Facsimile: (314) 965-0500
Email: Wendy.Knudsen@cequel3.com

with a copy to:

Paul Hastings LLP
75 East 55th Street
New York, New York 10022
Attention: Barry Brooks and Luke P. Iovine, III

Facsimile: (212) 230-7777

Email: barrybrooks@paulhastings.com and lukeiovine@paulhastings.com

Notices to the Company:

Cequel Corporation

520 Maryville Centre Drive Suite 300

St. Louis, Missouri 63141

Attention: Wendy Knudsen and Craig Rosenthal

Facsimile: (314) 965-0500 and (314) 315-8325

Email: Wendy.Knudsen@cequel3.com and Craig.Rosenthal@suddenlink.com

with copies to:

Paul Hastings LLP

75 East 55th Street

New York, New York 10022

Attention: Barry Brooks and Luke P. Iovine, III

Facsimile: (212) 230-7777

Email: barrybrooks@paulhastings.com and lukeiovine@paulhastings.com

Seyfarth Shaw LLP

620 Eight Avenue

New York, New York 10018

Attention: Stanley E. Bloch and Andrew Lucano

Facsimile: (212) 218-5526

Email: sbloch@seyfarth.com and alucano@seyfarth.com

10.7 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that, other than as otherwise contemplated by Section 2.2(a), neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either (a) Parent, the Purchasers or Altice US Holding II without the consent of the Sponsors; provided that Parent, the Purchasers and Altice US Holding II may assign this Agreement or their respective rights, interests or obligations hereunder to an Affiliate without the consent of the Sponsors; provided further that (i) Parent may only assign its rights, interests or obligations hereunder to an Affiliate that succeeds to all of the assets and liabilities of Parent; (ii) no such assignment shall negatively impact the credit support in respect of the Senior Notes; and (iii) Altice US Holding I may assign its right to purchase the Altice US Holding I Purchased Shares hereunder only if it (I) assigns such right in its entirety, (II) assigns such right to a single assignee and (III) assigns its right and obligation to issue the Senior Notes in its entirety to such single assignee; (b) the Company without the consent of the Purchasers and the Sponsors; (c) any Seller without the consent of the Purchaser Parties and the Sponsors; or (d) C3 without the consent of the Purchaser Parties and the Sponsors; provided, however, in all cases hereunder, that no such assignment shall relieve such party from any of its respective obligations or

liabilities under this Agreement. Any attempted assignment in violation of this Section 10.7 shall be null and void and of no force and effect.

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

10.9 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party hereto shall be entitled to seek specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Delaware State or federal court (this being in addition to any other remedy to which such party is entitled at law or in equity). Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at Law would be adequate and (ii) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

10.10 Amendment and Waiver. Subject to applicable Law, except as provided herein, any provision of this Agreement or the Disclosure Schedules or exhibits hereto may be amended, supplemented or changed only by an instrument in writing signed by the Purchaser Parties, the Company, the Sponsor Sellers and Management Holder Seller; provided, that the observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver; provided, further, that the consent of the Management Holder Seller shall not be required to the extent that any such amendment, supplement or change does not (i) disproportionately and adversely affect the Management Holder Seller in relation to the Sponsor Sellers or (ii) adversely affect the payments under the carry interest plans [Redacted], in each case except for any adverse changes specifically contemplated by the terms hereof. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

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

10.12 Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except that (a) each of the Indemnitees shall be an express third party beneficiary of the provisions of Section 7.9 and (b) each of the Financing Sources shall be an express third party beneficiary of Section 10.15 and Section 10.17(c) (and without whose consent such Sections may not be amended in any way adverse to the Financing Sources), in each case, with

the right to pursue claims for damages and other relief (including specific performance or other equitable relief) solely in the event of any breach thereof.

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

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

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

10.16 Concerning the Sellers’ Counsel. Each of the Purchaser Parties and the Sellers, on behalf of themselves and their respective Affiliates, acknowledges and agrees that Latham and Paul Hastings LLP have acted as counsel for certain of the Sellers in connection with this

Agreement and the transactions contemplated hereby, have acted as counsel for certain of the Sellers for several years, and that, in the event of any disputes between the Sellers and Parent following the Closing, the Sellers reasonably anticipate that Latham or Paul Hastings LLP may represent them in such matters. Accordingly, each of Parent and each Seller hereby consents to Latham's and Paul Hastings LLP's representation of any or all of the Sellers who elect such representation in any post-Closing matter in which the interests of Parent and any of the Sellers are adverse, whether or not such matter is one in which Latham or Paul Hastings LLP, as applicable, may have previously advised the Sellers or the Company or any of their respective Affiliates, and consent to the disclosure by Latham and Paul Hastings LLP to the Sellers or any of their respective Affiliates of any information learned by Latham and Paul Hastings LLP in the course of its representation of the Sellers or any of their respective Affiliates, whether or not such information is subject to attorney client privilege or Latham's or Paul Hastings LLP's duty of confidentiality except that no such disclosure will be permitted with respect to attorney-client privileged information of the Company or any of its Subsidiaries.

10.17 No Personal Liability of Directors, Officers, Owners etc.; No Liability of Financing Sources. (a) Without limiting the rights of such Purchaser or its Affiliates under and to the extent provided in this Section 10.17, each Purchaser acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to, in each case with respect to damages of such Purchaser or its Affiliates, any of the former, current or future directors, officers, employees, agents, stockholders, affiliates or assignees of the Sellers (other than the Sellers to the extent provided in this Agreement), through the Sellers or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Sellers against any such Person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. C3 shall not have any liability or obligation in respect of any liability or obligation of the Company or any Seller.

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

(c) [Redacted]

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

document or instrument contemplated by this Agreement, this Agreement shall govern and control.

10.19 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. Section, article, clause, schedule and exhibit references contained in this Agreement are references to sections, articles, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. References in the singular or to “him,” “her,” “it,” “itself,” or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be. Accounting or auditing terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP or GAAS as applicable. To the extent that the definition of an accounting or auditing term defined in this Agreement is not inconsistent with the meaning of such term under GAAP or GAAS, the definition set forth in this Agreement will control. The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” has the inclusive meaning frequently identified with the phrase “but not limited to.” All references in this Agreement to \$ or dollars shall be to United States dollars unless otherwise specified. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, and no party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedules or exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the Ordinary Course of Business for purposes of this Agreement. The parties hereto agree that the Disclosure Schedules are not intended to constitute, and shall not be construed as constituting, representations and warranties of the Company except to the extent expressly provided in this Agreement. The inclusion of any fact or item referenced in one section or sub-section of any of the Disclosure Schedules shall be considered disclosed in each and every other section or sub-section of the Disclosure Schedules (whether or not an explicit cross-reference appears) if the applicability of such matter to the other section or sub-section is reasonably apparent on the face of the Disclosure Schedules. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for information purposes only and do not necessarily include other matters of a similar nature. The information contained in this Agreement, in the Disclosure Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an

admission by any party hereto to any third-party of any matter whatsoever (including any violation of Law or breach of contract). For the avoidance of doubt, disclosure of a particular matter in the Company Disclosure Schedule shall not, solely by reason of such disclosure, be construed to mean that such matter is material or has had or would reasonably be expected to have a Material Adverse Effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

the Company:

CEQUEL CORPORATION

By: _____
Its: _____

Altice US Holding I:

**ALTICE US HOLDING I S.A.
R.L.**

By: _____
Its: _____

Altice US Holding II:

**ALTICE US HOLDING II S.A.
R.L.**

By: _____
Its: _____

Parent:

ALTICE S.A.

By: _____

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary
Subject to General Order 66-C and Public Utilities Code § 583

Its: _____

C3:

CEQUEL III, LLC

By: _____

Its: _____

the Sponsor Sellers:
G1

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____

Name:

Title:

G2

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____

Name:

Title:

G3

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

G4

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

G6

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

G7

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

G8

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

G9

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

G10

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

G11

**BC EUROPEAN CAPITAL IX –
SUDDENLINK LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

INVESTMENT G1

**BC EUROPEAN CAPITAL –
SUDDENLINK CO-
LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

INVESTMENT G2

**BC EUROPEAN CAPITAL –
SUDDENLINK CO-
LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

INVESTMENT G3

**BC EUROPEAN CAPITAL –
SUDDENLINK CO-
LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

INVESTMENT G4

**BC EUROPEAN CAPITAL –
SUDDENLINK CO-
LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

INVESTMENT G5

**BC EUROPEAN CAPITAL –
SUDDENLINK CO-
LP**

By: BC European Capital –
Suddenlink GP LP, its general
partner

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

**BC EUROPEAN CAPITAL IX
LIMITED**

By: _____
Name:
Title:

CPPIB-SUDDENLINK LP

By: CPPIB-Suddenlink GP LP, its
general partner

By: CPPIB US Private Holdings Inc.
II, its general partner

By: _____
Name:
Title:

Management Holder Seller:
LP

IW4MK CARRY PARTNERSHIP

By: Suddenlink Management GPLP
Limited Partnership, its general
partner

By: Cequel III, its general partner

By: _____
Name:
Title:

the BCP GP Seller:

**BC EUROPEAN CAPITAL –
SUDDENLINK GP LP**

By: CIE Management IX Limited, its
general partner

By: _____
Name:
Title:

[Signature Page to Purchase and Sale Agreement]

Confidential & Proprietary

Subject to General Order 66-C and Public Utilities Code § 583

DISCLOSURE SCHEDULES

TO

PURCHASE AND SALE AGREEMENT (the “Agreement”)

BY AND AMONG

CEQUEL CORPORATION,

ALTICE US HOLDING I S.A.R.L.,

ALTICE US HOLDING II S.A.R.L.,

ALTICE S.A.,

the Sellers parties hereto

and

CEQUEL III, LLC

May 19, 2015

THE INFORMATION CONTAINED IN THESE DISCLOSURE SCHEDULES IS DISCLOSED SOLELY FOR PURPOSES OF THE AGREEMENT. THE SECTION HEADINGS OF THESE DISCLOSURE SCHEDULE ARE INSERTED FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CREATE A DIFFERENT STANDARD FOR DISCLOSURE THAN CONTEMPLATED BY THE AGREEMENT. THESE DISCLOSURE SCHEDULES AND THE INFORMATION AND DISCLOSURES CONTAINED HEREIN SHALL NOT BE DEEMED TO EXPAND IN ANY WAY THE SCOPE OR EFFECT OF ANY OF THE COMPANY'S OR THE SELLERS' REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT NOR TO IMPLY THE EXISTENCE OF ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING BY THE SELLERS, THE COMPANY AND COMPANY SUBSIDIARIES NOT EXPRESSLY PROVIDED IN THE AGREEMENT. IN DISCLOSING THE INFORMATION PROVIDED IN THESE DISCLOSURE SCHEDULES, THE SELLERS, THE COMPANY AND COMPANY SUBSIDIARIES EXPRESSLY DO NOT WAIVE ANY ATTORNEY-CLIENT PRIVILEGE ASSOCIATED WITH SUCH INFORMATION OR ANY PROTECTION AFFORDED BY THE WORK-PRODUCT DOCTRINE WITH RESPECT TO ANY OF THE MATTERS DISCLOSED OR DISCUSSED HEREIN. CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT. SECTION 10.19 OF THE AGREEMENT IS INCORPORATED HEREIN BY REFERENCE.

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Section 3.25	Anti-Corruption Compliance
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Seller Disclosure Schedule

Section 4.5 Brokers

Section 1.1(a)
Material Leased Real Property

1. [Redacted].
2. [Redacted].

Section 1.1(b)
Material Owned Real Property

1. 1820 SW Loop 323, Tyler, TX
2. 6151 Paluxy Drive, Bldgs. C, Tyler, TX
3. 6013 63rd Street, Lubbock, TX
4. 980 Altman Ave, Parkersburg, WV
5. 102 North Woodbine, St. Joseph, MO
6. 2100 College Dr., Lake Havasu City, AZ
7. 322 North Glenwood Blvd, Tyler, TX
8. 3 Eagle Drive, South Charleston, WV
9. 211 Swan Lane, St. Albans, WV
10. 6710 Hartford Ave, Lubbock TX

Section 1.1(c)
Permitted Liens

None.

Section 3.2(a) Capitalization – Common Shares

RECORD OWNER	# COMMON SHARES CLASS A	#COMMON SHARES CLASS B
IW4MK Carry Partnership LP	[Redacted]	-
BC European Capital IX - G1 Suddenlink LP	[Redacted]	-
BC European Capital IX - G2 Suddenlink LP	[Redacted]	-
BC European Capital IX - G3 Suddenlink LP	[Redacted]	-
BC European Capital IX - G4 Suddenlink LP	[Redacted]	-
BC European Capital IX - G5 Suddenlink LP	[Redacted]	-
BC European Capital IX - G6 Suddenlink LP	[Redacted]	-
BC European Capital IX - G7 Suddenlink LP	[Redacted]	-
BC European Capital IX - G8 Suddenlink LP	[Redacted]	-
BC European Capital IX - G9 Suddenlink LP	[Redacted]	-
BC European Capital IX - G10 Suddenlink LP	[Redacted]	-
BC European Capital IX - G11 Suddenlink LP	[Redacted]	-
BC European Capital IX Limited	[Redacted]	-
BC European Capital - Suddenlink Co-Investment G1 LP	[Redacted]	-
BC European Capital - Suddenlink Co-Investment G2 LP	[Redacted]	-
BC European Capital - Suddenlink Co-Investment G3LP	[Redacted]	-
BC European Capital - Suddenlink Co-Investment G4 LP	[Redacted]	-
BC European Capital - Suddenlink Co-Investment G5 LP	[Redacted]	-
CPPIB-Suddenlink LP	[Redacted]	[Redacted]
TOTAL ISSUED AND OUTSTANDING	[Redacted]	[Redacted]

Section 3.2(b)

Capitalization – Certain Rights

1. Stockholders Agreement.
2. Voting Agreement by and between CIE Managment IX Limited and CPP Investment Board (USRE II) Inc., dated November 15, 2012.
3. The agreements, including the terms set forth therein, to effect the Carry Interest Cash Out.
4. The rights and obligations of any Person related to, arising from, or in connection with the agreements related to the carried interest plans of the general partners of the Sellers.

Section 3.2(d)

Capitalization – Voting Trusts or Other Agreements

1. Stockholders Agreement
2. Pledge and Security Agreement by and between Cequel Communications Holdings II, LLC and Credit Suisse AG, dated February 14, 2012.
3. Pledge and Security Agreement by and between Cequel Communications, LLC , each of the Grantor Parties thereto and Credit Suisse AG, dated February 14, 2012.
4. Voting Agreement by and between CIE Managment IX Limited and CPP Investment Board (USRE II) Inc., dated November 15, 2012.

Section 3.2(e) Company Subsidiaries

Legal Name, Capitalization and State of Jurisdiction of Organization

*Not owned 100% by the Company

Name of Company Subsidiary	Capitalization	State of Jurisdiction of Organization
Appalachian Communications, LLC	Cebridge Connections, Inc., as the sole member	Delaware
A R H, Ltd.	1,000 shares of Class A Common Stock, no par value per share issued to Cebridge Connections, Inc.	Colorado
Cable Systems, Inc.	100 shares of Common Stock, \$10.00 par value per share issued to Cebridge Connections, Inc.	Kansas
Cebridge Acquisition, LLC	Cequeel Communications III, LLC, as the sole member	Delaware
Cebridge Acquisition, L.P.	Cebridge General, LLC as the sole general partner Cebridge Limited, LLC as the sole limited partner	Delaware
Cebridge Connections, Inc.	1 share of Common Stock, \$.01 par value per share issued to Cebridge Corporation	Delaware
Cebridge Connections Equipment Sales, LLC	Cebridge Connections, Inc., as the sole member	Delaware
Cebridge Connections Finance Corp.	1 share of Common Stock, \$.01 par value per share issued to Cequeel Communications, LLC	Delaware
Cebridge Corporation	1 share of Common Stock, \$.01 par value per share issued to Cebridge Connections Finance Corp.	Delaware
Cebridge General, LLC	Cequeel Communications, LLC, as the sole member	Delaware
Cebridge Limited, LLC	Cequeel Communications, LLC, as the sole member	Delaware
Cebridge Telecom CA, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom General, LLC	Cequeel Communications, LLC, as the sole member	Delaware
Cebridge Telecom ID, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom IN, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom KS, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom KY, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom LA, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom Limited, LLC	Cequeel Communications, LLC, as the sole member	Delaware
Cebridge Telecom MS, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom MO, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware

Name of Company Subsidiary	Capitalization	State of Jurisdiction of Organization
Cebridge Telecom NC, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom NM, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom OH, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom OK, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom TX, L.P.	Cebridge Telecom Limited, LLC, as the sole limited partner Cebridge Telecom General, LLC, as the sole general partner	Delaware
Cebridge Telecom VA, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cebridge Telecom WV, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Cequel III Communications I, LLC	Kingwood Holdings LLC, as the sole member	Delaware
Cequel III Communications II, LLC	Appalachian Communications, LLC, as the sole member	Delaware
Cequel Capital Corporation	100 shares of Common Stock, \$.01 par value per share issued to Cequel Communications Holdings I, LLC	Delaware
Cequel Communications, LLC	Cequel Communications Holdings II, LLC, as the sole member	Delaware
Cequel Communications II, LLC	Cebridge Acquisition, L.P., as the sole member	Delaware
Cequel Communications III, LLC	Cequel Communications, LLC, as the sole member	Delaware
Cequel Communications IV, LLC	Cequel Communications, LLC, as the sole member	Delaware
Cequel Communications Holdco, LLC	Cequel Communications Holdings, LLC, as the sole member	Delaware
Cequel Communications Holdings, LLC	Cequel Corporation, as the sole member	Delaware
Cequel Communications Holdings I, LLC	Cequel Communications Holdings, LLC, as the sole member	Delaware
Cequel Communications Holdings II, LLC	Cequel Communications Holdings I, LLC, as the sole member	Delaware
Cequel Communications Access Services, LLC	Cebridge Telecom Limited, LLC, as the sole member	Delaware
Classic Cable, Inc.	1,000 shares of Common Stock, \$.01 par value per share issued to Classic Communications, Inc.	Delaware
Classic Cable of Louisiana, L.L.C.	Friendship Cable of Arkansas, Inc., as a member with membership interests representing 12.63% Friendship Cable of Texas, Inc., as a member with membership interests representing 87.37%	Louisiana
Classic Cable of Oklahoma, Inc.	1,000 shares of Common Stock, \$.01 par value per share issued to Universal Cable Holdings, Inc.	Delaware
Classic Communications, Inc.	64,823 shares of Preferred Stock, \$.01 par value per share issued to Cebridge Connections, Inc. 1,026,261 shares of Common Stock, \$.01 par value per	Delaware

Name of Company Subsidiary	Capitalization	State of Jurisdiction of Organization
	share issued to Cebridge Connections, Inc.	
Excell Communications, Inc.	1,000 shares of Common Stock, \$10.00 par value per share issued to Cequel Communications, LLC	Alabama
Friendship Cable of Arkansas, Inc.	1,000 shares of Common Stock, \$.01 par value per share issued to Universal Cable Holdings, Inc.	Texas
Friendship Cable of Texas, Inc.	1,000 shares of Common Stock, \$.01 par value per share issued to Universal Cable Holdings, Inc.	Texas
Hornell Television Service, Inc.	139.29 shares of Common Stock, no par value per share issued to Cebridge Connections, Inc.	New York
Kingwood Holdings LLC	Cebridge Connections, Inc., as the sole member	Delaware
Kingwood Security Services, LLC	Cequele III Communications I, LLC, as the sole member	Delaware
Mercury Voice and Data, LLC	Cequele Communications, LLC, as the sole member	Delaware
NPG Cable, LLC	Cequele Communications, LLC, as the sole member	Delaware
NPG Digital Phone, LLC	NPG Cable, LLC, as the sole member	Delaware
ORBIS 1, L.L.C.	Cequele Communications Access Services, LLC, as the sole member	Louisiana
[Redacted]*	Cequele Communications, LLC, as a member with membership interests representing [Redacted] owner	Delaware
TCA Communications, L.L.C.	Cebridge Telecom Limited, LLC, as the sole member	Texas
Universal Cable Holdings, Inc.	500 shares of Preferred Stock, \$.10 par value per share issued to Classic Cable, Inc. 1,000 shares of Common Stock, \$.10 par value per share issued to Classic Cable, Inc.	Delaware
W.K. Communications, Inc.	1,000 shares of Common Stock, \$.01 par value per share issued to Universal Cable Holdings, Inc.	Kansas
[Redacted] *	Cebridge Acquisition, L.P. DBA Cebridge Connections, as the [Redacted]	Delaware
[Redacted] *	Cebridge Acquisition, LLC, as [Redacted]	Delaware

Cequele Communications Holdco, LLC owns [Redacted] shares of [Redacted] and has the rights and obligations set forth in the following agreements:

1. [Redacted].
2. [Redacted].
3. [Redacted].
4. [Redacted].

Cebridge Acquisition, L.P. is [Redacted] in the following Delaware limited liability companies:

1. [Redacted], LLC
2. [Redacted] LLC
3. [Redacted], LLC

Section 3.4(a)

Approvals

1. [Redacted].
2. [Redacted].
3. [Redacted].

The following Material Contracts require the consent of, or notice to, the counterparty in connection with a change of control:

1. [Redacted].
2. [Redacted].
3. [Redacted].
4. [Redacted].
5. [Redacted].

Section 3.4(b)

Company Governmental Approvals

I. United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice

II. Committee on Foreign Investment in the United States

III. PUC Approvals

<u>State</u>	<u>Licensee/CPCN Holder</u>
Arizona (only notice required)	Mercury Voice and Data, LLC
California	Cebridge Telecom CA, LLC
Kansas (only notice required)	Cebridge Telecom KS, LLC
Kentucky (only notice required)	Cebridge Telecom KY, LLC
Louisiana	Cebridge Telecom LA, LLC; and Orbis1, LLC
Mississippi	Cebridge Telecom MS, LLC
Nevada (only notice required)	Mercury Voice and Data, LLC
New Mexico (only notice required)	Cebridge Telecom NM, LLC
North Carolina (only notice required)	Cebridge Telecom NC, LLC
Ohio	Cebridge Telecom OH, LLC
Texas	Cebridge Telecom TX, LLC
Virginia	Cebridge Telecom VA, LLC
West Virginia	Cebridge Telecom WV, LLC

IV. FCC Approvals

FCC Licenses

CABLE TELEVISION RELAY SERVICE (CARS) – Prior approval required

Call Sign	City	State	Expiration Date	Entity
WLY-228	Teakean Butte	ID	09/01/15	Cequel III Communications I, LLC
WLY-733	Sedona	AZ	10/01/15	NPG, LLC
WLY-736	Mingus Mountain (Sedona)	AZ	10/01/15	NPG, LLC
WLY-910	Camp Verde	AZ	12/01/15	NPG, LLC
WLY-911	Cottonwood	AZ	12/01/15	NPG, LLC

WLY-912	Lake Montezuma	AZ	12/01/15	NPG, LLC
WHZ-401	Truckee	CA	01/01/16	Cequel III Communications I, LLC
WLY-856	Fort Ord	CA	02/01/16	Cequel III Communications I, LLC
WLY-268	Mammoth Lakes	CA	02/01/16	NPG, LLC
WLY-534	Blythe	CA	04/01/16	NPG, LLC
WLY-862	Ward Peak	CA	05/01/16	Cequel III Communications I, LLC
WLY-867	Bishop	CA	06/01/16	Cequel III Communications I, LLC
WLY-868	Cottonwood Butte	ID	08/01/16	Cequel III Communications I, LLC
WLY-869	Ringgold	OH	09/01/16	Cebridge Acquisition, LLC
WHA-63	Meyersville	TX	11/01/16	Cebridge Acquisition, L.P.
WLY-567	Healdton	OK	12/01/16	Classic Cable of Oklahoma, Inc.
WBC-783	Eureka	CA	04/01/17	Cebridge Acquisition, L.P.
WLY-352	LeCompte	LA	04/01/17	Friendship Cable of Texas, Inc.
WGZ-440	Purcell	OK	06/01/17	Classic Cable of Oklahoma, Inc.
WLY-884	Alpine Meadows	CA	08/01/17	Cequel III Communications I, LLC
WLY-605	Meadow Lakes	CA	09/01/17	Cequel III Communications I, LLC
WHZ-690	Apline Meadows	CA	05/01/18	Cequel III Communications I, LLC
WGV-973	Cerro Gordo Peak	CA	05/01/18	Cequel III Communications I, LLC
WGV-972	Lone Pine	CA	05/01/18	Cequel III Communications I, LLC
WGZ-480	Poverty Hills	CA	07/01/18	Cequel III Communications I, LLC
WLY-810	Fairhaven	CA	11/01/18	Cebridge Acquisition, L.P.
WHZ-951	Moreauville	LA	05/01/20	Friendship Cable of Texas, Inc.

Microwave Industrial/Business Pool – Prior approval required

CALL LETTERS	LOCATION	State	EXPIRATION DATE	Entity
WQHJ681	Bishop	CA	08/15/17	NPG, LLC
WQHK363	Mammoth Lakes	CA	08/21/17	NPG, LLC
WQHK362	Toms Place	Ca	08/21/17	NPG, LLC
WQJH315	Hugo	OK	09/09/18	CCO
WQJH316	Paris	TX	09/09/18	CCO
WQKL825	Brenham	TX	07/08/19	C3C1
WQKL824	Navasota	TX	07/08/19	C3C1
WQLN550	Vernon TW, TX Electra TW, TX	TX	03/16/20	FCT
WQLN556	Quanah TW, TX Vernon TW, TX	TX	03/16/20	FCT
WQLN557	Electra TW, TX Vernon TW, TX	TX	03/16/20	FCT
WQLN547	Vernon TW, TX Quanah TW, TX	TX	03/16/20	FCT
WQLY442	Sallisaw, OK	OK	05/25/20	CCO
WQLY651	Poteau, OK	OK	05/27/20	CCO
WQNY468	Idabel, Oklahoma	OK	07/07/21	CCO
WQTT821	Monahans	TX	04/10/24	UCH
WQTT822	Kermit	TX	04/10/24	UCH

WQNY469	Clarksville, TX	TX	7/72021	CCO
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Industrial/Business Pool, Conventional – Prior approval required

Call Sign	City	State	Expiration Date	Licensee
WQDI918	Pikeville, Kentucky	KY	09/08/15	Cequel III Communications II, LLC

Millimeter Wave - Prior approval required

Call Sign	City	State	Expiration Date	Licensee
WQJJ655	Nationwide	--	10/02/2018	NPG Cable LLC

214 Authorization

International	ITC-21420051216-00526 ITC-21420060330-00173	Cebridge Telecom Limited, LLC Cebridge Telecom TX, L.P. (f/k/a Cox Texas Telcom, LP)
Domestic	Pursuant to 47 CFR 63.01(a)	Authorizations held by various subsidiaries to Cequel Communications Holdings, LLC

FCC Authorizations – Notice-Only

Receive-only Earth Station Authorizations

Antenna Structure Registrations

Community Unit Registrations

V. Franchise Agreements Requiring Prior Approval

STATE	FRANCHISE	Headend	CUID
AR	Morrilton - Conway County	Russellville	AR0218
AR	Morrilton, City of	Russellville	AR0218
AR	Dardanelle, City of	Russellville	AR0257
AR	Pine Bluff, City of	White Hall	AR0411
AR	Franklin County	Ozark	AR0696

STATE	FRANCHISE	Headend	CUID
AZ	Flagstaff	Flagstaff	AZ0013
AZ	Lake Havasu	Lake Havasu	AZ0031
AZ	Star Valley	Payson	AZ0256
AZ	Colorado River Indian Tribe	Parker	AZ0102
AZ	Coconino	Flagstaff	AZ0187
AZ	Sedona	Sedona	AZ0107; AZ0108; AZ0335; AZ0174; AZ167; AZ0186; AZ0187
AZ	Kingman	Kingman	AZ0118
CA	Lake of the Pines HOA	Auburn	CA1239
CA	Fort Ord./Presidio of Monterrey	Marina/Ft. Ord	CA0862
ID	Cottonwood	Teaken Butte	ID0036
ID	Kamiah	Teaken Butte	ID0068
ID	Kellogg	Silver Valley	ID0026
ID	St. Maries	St.Maries	ID0085
KY	Pike County S Pike County	Pikeville	KY0845 KY1176
KY	Grayson	Grayson	KY0198
LA	Vernon Parish	Leesville	LA0019
LA	Winnfield	Winnfield	LA0032
NC	Rocky Mount, City of	Rocky Mount	NC0120
NC	Tarboro, Town of	Rocky Mount	NC0121
NM	Cannon AFB	Clovis	NM0014
OK	Fort Sill	Fort Sill	OK0205
TX	Goodfellow AFB	San Angelo	TX0354
TX	Houston, City of	Kingwood	TX0229
TX	Dyess AFB	Abilene	TX1580
WV	Paden, City of	Parkersburg	WV0123
WV	Ravenswood, Town of	Pomeroy/Pt. Pleasant	WV0388
WV	Rhodell, Town of	Beckley	WV0734
WV	Ripley, Town of	Pomeroy/Pt. Pleasant	WV0404

STATE	FRANCHISE	Headend	CUID
WV	Rupert, City of	Beckley	WV0554
WV	Sophia, Town of Sophia	Beckley	WV0812 WV0801
WV	Sylvester, Town of	Charleston/St. Albans	WV0344
WV	Whitesville, Town of	Charleston/St. Albans	WV0028
WV	Williamson, City of	Kermit, WV	WV0120
WV	Alderson City of	Beckley	WV0879 WV0177
WV	Athens, Town of	Beckley	WV0589
WV	Barboursville, City of	Charleston/St. Albans	WV1182
WV	Belle, Town of	Charleston/St. Albans	WV0094
WV	Belmont, City	Parkersburg	WV0015
WV	Beverly, Town of	Beverly/Elkins	WV0532
WV	Boone County	Charleston/St. Albans	WV0480WV0302WV0334WV0369 WV0867WV1250WV1251WV1252
WV	Boone County	Kermit, WV	WV1148 WV0612
WV	Buckhannon, City of	Buckhannon	WV0077
WV	Cabell County Fort Gay Wayne	Charleston/St. Albans	WV0428 WV1220 WV1222
WV	Cedar Grove, Town of	Charleston/St. Albans	WV0239
WV	Chapmanville, City of	Kermit, WV	WV0215
WV	Chesapeake, Town of	Charleston/St. Albans	WV0095
WV	Clay County Independent Mountain Clay Vaughn Indore Bickmore	Charleston/St. Albans	WV0865 WV0866 WV0948 WV1131 WV1254 WV1264

STATE	FRANCHISE	Headend	CUID
	Maysell		
WV	Clendenin, Town of	Charleston/St. Albans	WV0134
WV	Danville, Town of	Charleston/St. Albans	WV0481
WV	Dunbar, City of	Charleston/St. Albans	WV0105
WV	East Bank, Town of	Charleston/St. Albans	WV0300
WV	Elizabeth, Town of	Parkersburg	WV0504
WV	Elkins, City of	Beverly/Elkins	WV0186
WV	Farmington, Town of	Shinnston	WV0178
WV	Fayette County	Beckley	WV0163 WV0164 WV0083 WV1165 WV0045 WV0244 WV0868 WV0255 WV1017
WV	Fayette County Gauley Bridge	Charleston/St. Albans	WV0050
WV	Flemington, Town of	Shinnston	WV0079
WV	Fort Gay, Town of	Charleston/St. Albans	WV0906
WV	Glasgow, Town of	Charleston/St. Albans	WV0299
WV	Greenbrier, County of	Beckley	WV0528WV0989WV0880WV0881
WV	Handley, Town of	Charleston/St. Albans	WV0243
WV	Harrison County Lewis Acres McWhorter	Buckhannon	WV0714 WV1082 WV1229
WV	Hartford (Gallipolis), Town of	Pomeroy/Pt. Pleasant	WV0527

STATE	FRANCHISE	Headend	CUID
WV	Henderson, Town of	Parkersburg	WV0493
WV	Hinton, City of	Beckley	WV0133
WV	Hurricane, City of	Charleston/St. Albans	WV0264
WV	Huttonsville, Town of	Beverly/Elkins	WV0536
WV	Jackson, County of	Parkersburg	WV1163
WV	Kermit/Grey	Kermit, WV	WV0904
WV	Lester, Town of	Beckley	WV0418
WV	Lewis County	Buckhannon	WV1183 WV1230
WV	Lewisburg, City of	Beckley	WV0124
WV	Logan County Blair, Sharples Clothier, Mudfork,	Kermit, WV	WV0013 WV0610, WV0611, WV0862
WV	Logan, City of	Kermit, WV	WV0009
WV	Lost Creek, Town of	Buckhannon	WV0151
WV	Lumberport, Town of	Shinnston	WV0118
WV	Mabscott, Town of	Beckley	WV0026
WV	Madison, Town of	Charleston/St. Albans	WV0081
WV	Man, Town of	Kermit, WV	WV0010
WV	Marion County Comm Adamsville Boothsville Four States Idamay	Shinnston	WV0445 WV0713 WV0377 WV0376 WV0375 WV0374
WV	Marmet, Town of	Charleston/St. Albans	WV0097
WV	Mason County of Mt. Alto	Pomeroy/Pt. Pleasant	WV0372WV1274
WV	Mason, Town of	Pomeroy/Pt. Pleasant	WV0492
WV	Mill Creek, City of	Beverly/Elkins	WV0537 WV1240

STATE	FRANCHISE	Headend	CUID
WV	Milton, City of	Charleston/St. Albans	WV0429
WV	Mitchell Heights, Town	Kermit, WV	WV0011
WV	Monroe (County)	Beckley	WV0936
WV	Montgomery Heights, City of	Charleston/St. Albans	WV0296 WV0060
WV	Montrose, City of	Beverly/Elkins	WV1219
WV	New Haven, Town of	Pomeroy/Pt. Pleasant	WV0364
WV	New Martinsville, City of	Parkersburg	WV0122
WV	North Hills, Town of	Parkersburg	WV0751
WV	Parkersburg, City of	Parkersburg	WV0114
WV	Point Pleasant, City of	Pomeroy/Pt. Pleasant	WV0366
WV	Pratt, Town of	Charleston/St. Albans	WV0451
WV	Princeton, City of	Beckley	WV0027
WV	Putnam County - Nitro	Charleston/St. Albans	WV0427 WV0667
WV	Quinwood, Town of	Beckley	WV0618
WV	Rainelle, Town of	Beckley	WV0171
WV	Raleigh County (Central) Dorothy, Bradley, Sophia, Colcord, Ameagle, Raleigh Arnett	Beckley	WV0024 WV0270, WV0490, WV0750, WV0801, WV1145, WV1275, WV1276
WV	Randolph County Hazelwood Dailey East Dailey Valley Bend	Beverly/Elkins	WV0941 WV0533 WV0534 WV0535 WV0538
WV	Shinnston, City of	Shinnston	WV0086
WV	Sistersville, City of	Parkersburg	WV0168
WV	Smithers/ Longacre Town of	Charleston/St. Albans	WV1152

STATE	FRANCHISE	Headend	CUID
WV	South Charleston, City of	Charleston/St. Albans	WV0107
WV	St. Marys, City of	Parkersburg	WV0017
WV	Summers County Alderson, Lerona, Nimitz, Pipestem, Jumping Branch	Beckley	WV1153 WV0878, WV1063, WV1064, WV1065, WV1066
WV	Taylor County Lake Ridge Raintree Acres Rosemont Simpson	Shinnston	WV0692 WV1184 WV0704 WV0702 WV1226 WV1227
WV	Tyler County	Parkersburg	WV0998
WV	Upshur County Comm Adrian Hodgesville Loreniz Rock Cave	Buckhannon	WV0487 WV1232 WV0775 WV1239 WV1231
WV	Vienna, City of	Parkersburg	WV0115
WV	Wayne County Wayne Crabtree East Lynn Echo Lavalette Mill Creek New Comb Creek	Charleston/St. Albans	WV0982 WV0854 WV0915 WV0855 WV0356 WV1134 WV0934 WV1221 WV0850, WV0902, WV0903, WV0555
WV	Wayne, Town of	Charleston/St. Albans	WV0352
WV	West Logan	Kermit, WV	WV0014
WV	West Milford, Town of	Buckhannon	WV0408
WV	Wetzel County	Parkersburg	WV0999
WV	White Sulphur Springs, City of	Beckley	WV0093
WV	Williamstown, City of	Parkersburg	WV0018
WV	Wirt	Parkersburg	WV0973
WV	Wood County	Parkersburg	WV0440 WV0778

STATE	FRANCHISE	Headend	CUID
			WV0016
WV	Wyoming County Stephenson Wyco	Kermit, WV	WV0434 WV1277 WV0738
WV	Fayetteville, Town of	Beckley	WV0159
WV	Matoaka, Town of Mercer County Speedway	Beckley	WV0360 WV0225 WV0586 WV0937 WV1062
WV	Roane County	Pomeroy/Pt. Pleasant	WV1278
WV	Peterstown, Town of	Beckley	WV0431
WV	Mingo County Nolan, Middleburning Creek, Myrtle, Marrowbono Creek, Naugatuck, East Kermit, Steptown, Bias, Mountain Springs, Rawl, Lick Creek, Merrimac, Lenore, Belo, Maher, Laurel Creek, Jennies Creek, Millers Creek, Elk Creek, Twenty-Seven	Kermit, WV	WV0810 WV0218, WV0558, WV0556, WV0557, WV1243, WV0559, WV0560, WV0561, WV0562, WV0563, WV0564, WV0565, WV0568, WV0569, WV0571, WV0810, WV0849, WV0905, WV0907, WV0908, WV0909, WV0912, WV1237, WV1241, WV0558, WV0456
WV	Nitro, City of	Charleston/St. Albans	WV0136
WV	St. Albans, City of	Charleston/St. Albans	WV0137
WV	Mercer	Beckley	
WV	Nicholas County	Charleston/St. Albans	WV0870
WV	Beckley, City of	Beckley	WV0025
WV	Charleston, City of	Charleston/St. Albans	WV0104
WV	Lincoln (Alkol) Morrisvale	Charleston/St. Albans	WV0887 WV0888
WV	Barbour County, WV	Shinnston	

STATE	FRANCHISE	Headend	CUID
WV	Lincoln County, WV	Charleston/St. Albans	WV0890
WV	Unincorporated Harrison County Allied Bethlehem Enterprise Erie Gypsy Haywood Hepzibah Meadowbrook Owens Spelter Lake Ridge	Shinnston	WV0543 WV0709 WV0711 WV0712 WV0710 WV0749 WV0748 WV0232 WV0234 WV0708 WV0233 WV0705
WV- KY	Pike County (Slaters Branch) Aflex, South Williamson, Burnwell, Toler, Goody, Lecieville, Hatfield, Huddy, Pond Creek, McAndrews, Sharondale, Stone, Forest Hills, Hardy	Kermit, WV	KY0241 KY0089, KY0090, KY0318, KY0477, KY0479, KY0480, KY0766, KY0797, KY0798, KY0799, KY0800, KY0810, KY0191, KY0192
WV- VA	Giles County Pearisburg	Beckley	VA0353 VA0192
WV- VA	Glenlyn, Town of	Beckley	VA0406
WV- VA	Narrows, Town of	Beckley	VA0190
WV- VA	Pearisburg, City of	Beckley	VA0189
WV- VA	Rich Creek, Town of	Beckley	VA0082

VI. State Issued Franchise Agreements that Require Post Closing Notice

FRANCHISE	Headend	CUID	STATE	Notice
Altus, Town of	Ozark	AR0696	AR	Post-Closing Notice
Arkadelphia, City of	Arkadelphia	AR0108	AR	Post-Closing Notice
Bay, City of	Jonesboro	AR0236	AR	Post-Closing Notice
Booneville, City of	Booneville	AR0010	AR	Post-Closing Notice
Clarksville City of (includes unincorporated outside city limits)	Russellville	AR0011 AR0657	AR	Post-Closing Notice
El Dorado, City of	El Dorado	AR0047	AR	Post-Closing Notice
Heber Springs, City of Eden Isle	Heber Springs	AR0324 AR0530	AR	Post-Closing Notice
Jonesboro, Town of	Jonesboro	AR0056	AR	Post-Closing Notice
Lakeview unincorp	Mt. Home	AR0364	AR	Post-Closing Notice
Lexa, City of	Helena	AR0702	AR	Post-Closing Notice
Malvern City of ,(includes unincorporated Malvern)	Malvern	AR0085 AR0216	AR	Post-Closing Notice
Newport, City of	Newport	AR0022	AR	Post-Closing Notice
Paris, City of	Paris	AR0012	AR	Post-Closing Notice
Rockport	Malvern	AR0217	AR	Post-Closing Notice
Arkansas County	Stuttgart		AR	Post-Closing Notice
Austin, City of	Cabot	AR0035	AR	Post-Closing Notice
Horseshoe Lake, Town of	Huges	AR0446	AR	Post-Closing Notice
City of Bishop	Bishop	CA0594	CA	Post-Closing Notice
Del Rey Oaks, City of	Marina/Ft. Ord	CA1795	CA	Post-Closing Notice
El Dorado County	Truckee		CA	Post-Closing Notice
FORESTHILL - part of Placer County fran agreement (service areas Tahoe City, Meadow Vista, Christian Valley, Foresthill,	Foresthill	CA1271	CA	Post-Closing Notice

(Forest Hill service area being sold in Green System) Auburn Valley Country Club communities)				
Fresno County	Shaver Lake	CA1307	CA	Post-Closing Notice
Inyo County	Bishop	CA0647	CA	Post-Closing Notice
Marina, City of	Marina/Ft. Ord	CA1796	CA	Post-Closing Notice
Monterey, City of	Marina/Ft. Ord	CA1794	CA	Post-Closing Notice
Monterey, County of	Marina/Ft. Ord	CA1793	CA	Post-Closing Notice
Placer County (service areas Tahoe City, Meadow Vista, Christian Valley, Foresthill,)	Truckee	CA0703 CA1273 CA1381 CA1271	CA	Post-Closing Notice
Seaside, City of	Marina/Ft. Ord	CA1792	CA	Post-Closing Notice
Truckee, Town of	Truckee	CA0730	CA	Post-Closing Notice
Blythe, City	Blythe	CA00067	CA	Post-Closing Notice
Mammoth Lakes	Mammoth Lakes	CA0788; CA1465	CA	Post-Closing Notice
Mono County	Mammoth Lakes		CA	Post-Closing Notice
Riverside, County of	Blythe	CA1150	CA	Post-Closing Notice
San Bernadino County	Parker	CA0803	CA	Post-Closing Notice
Arcata	Eureka	CA0119	CA	Post-Closing Notice
Blue Lake	Eureka	CA0671	CA	Post-Closing Notice
Eureka	Eureka	CA0587	CA	Post-Closing Notice
Ferndale	Eureka	CA0633	CA	Post-Closing Notice
Fortuna	Eureka	CA0391	CA	Post-Closing Notice
Humbolt County	Eureka	CA0432	CA	Post-Closing Notice
Rio Dell	Eureka	CA0390	CA	Post-Closing Notice
Trinidad	Eureka	CA1286	CA	Post-Closing Notice
Wardner (ICOMS -included in Kellogg)	Silver Valley	ID0074	ID	Post-Closing Notice
Benewah County (St. Maries Unincorp)	St. Maries	ID0085	ID	Post-Closing Notice

Clearwater County (Orofino Unincorp)	Orofino	ID0050	ID	Post-Closing Notice
Idaho County (Kamiah unincorp and Cottonwood unincorp)	Teaken Butte	ID0068	ID	Post-Closing Notice
Kootenai County (Twin Lakes unincorp)	Twin Lakes	ID0213	ID	Post-Closing Notice
Shoshone County (Elizabeth Park uninc & Big Creek uninc)	Silver Valley	ID0224 ID0037	ID	Post-Closing Notice
Spirit Lake	Twin Lakes	ID0149	ID	Post-Closing Notice
Spring Hill	Paola	KS0272	KS	Post-Closing Notice
Anthony	Anthony	KS0158	KS	Post-Closing Notice
Johnson County	Paola	KS0518	KS	Post-Closing Notice
Miami County & City of Paola	Paola	KS0562 KS0103	KS	Post-Closing Notice
Osawatomie	Paola	KS0074	KS	Post-Closing Notice
Paola, City of	Paola	KS0103	KS	Post-Closing Notice
Alexandria, City of	Alexandria	LA0007	LA	Post-Closing Notice
Anacoco, Village of	Leesville	LA0128	LA	Post-Closing Notice
Avoyelles (Cottonport) Parish unincorp Belledeau unincorp Bordonville unincorp Echo unincorp	Moreauville	LA0264 LA0354 LA0425 LA0356	LA	Post-Closing Notice
Barksdale AFB	Bossier City	LA0179	LA	Post-Closing Notice
Bastrop, City of	Bastrop	LA0025	LA	Post-Closing Notice
Beauregard Parish unincorp	Deridder	LA0096	LA	Post-Closing Notice
Benton, Town of	Bossier		LA	Post-Closing Notice
Bienville Parish	Sibley		LA	Post-Closing Notice
Bossier City	Bossier City	LA0042	LA	Post-Closing Notice
Bossier Parish (Lake Bistineau) unincorp	Sibley	LA0535	LA	Post-Closing Notice

Bossier Parish (unincorporated Bossier City) Fillmore unincorp Princeton unincorp	Bossier City	LA0173 LA0405 LA0406	LA	Post-Closing Notice
Boyce, Town of Hot Wells unincorp	Boyce	LA0262 LA0263	LA	Post-Closing Notice
Calcasieu, Parish of unincorp (Encompasses outside city limits of Lake Charles, Westlake, Sulphur, and Vinton)	Lake Charles	LA0036 LA0475	LA	Post-Closing Notice
Carlyss	Lake Charles		LA	Post-Closing Notice
Cheneyville, Town of	LeCompte	LA0312	LA	Post-Closing Notice
Cottonport, Town of	Moreauville	LA0264	LA	Post-Closing Notice
Doyline, Village of	Sibley	LA0285	LA	Post-Closing Notice
East Hodge, Village of	Jonesboro	LA0038	LA	Post-Closing Notice
Evangeline Parish unincorp	Ville Platte	LA0144	LA	Post-Closing Notice
Fisher, Village	Leesville	LA0122	LA	Post-Closing Notice
Florien, Village of	Leesville	LA0121	LA	Post-Closing Notice
Fort Polk	Leesville	LA0129	LA	Post-Closing Notice
Glenmora, Town of	LeCompte	LA0410	LA	Post-Closing Notice
Grambling, City of	Ruston	LA0407	LA	Post-Closing Notice
Haughton, Town of	Bossier City	LA0343	LA	Post-Closing Notice
Heflin, Village of	Sibley	LA0583	LA	Post-Closing Notice
Hornbeck, Village of Hornbeck, Town of	Leesville	LA0564 LA0127	LA	Post-Closing Notice
Iberia Parish unincorp Iberia (S) Parish unincorp	New Lydia/New Iberia	LA0378 LA0555	LA	Post-Closing Notice
Jackson Parish unincorp	Jonesboro	LA0040	LA	Post-Closing Notice
Jonesboro, Town of	Jonesboro	LA0016	LA	Post-Closing Notice
Lecompte, Town of	LeCompte	LA0308	LA	Post-Closing Notice

Leesville, Town of	Leesville	LA0020	LA	Post-Closing Notice
Lincoln unincorp	Ruston	LA0383	LA	Post-Closing Notice
Mamou, Town of	Ville Platte	LA0142	LA	Post-Closing Notice
Many/Pendleton, Town of (unincorp Pendleton) Negreet Township, Luciana Hills -privately owned, Aimwell, unincor, Toledo Lake Township	Pendelton	LA0028 LA0582 LA0586 LA0579 LA0430 LA0123 LA0581	LA	Post-Closing Notice
McNary, Village of	LeCompte	LA0411	LA	Post-Closing Notice
Mer Rouge, Village of	Bastrop	LA0386	LA	Post-Closing Notice
Minden, City of	Minden	LA0110	LA	Post-Closing Notice
Moreauville, Village of	Moreauville	LA0316	LA	Post-Closing Notice
Natchitoches Parish unincorp	Natchitoches	LA0108	LA	Post-Closing Notice
Natchitoches, City of	Natchitoches	LA0031	LA	Post-Closing Notice
New Llano, City of unincorp	Leesville	LA0021	LA	Post-Closing Notice
North Hodge, Village of	Jonesboro	LA0039	LA	Post-Closing Notice
Pineville, City of	Alexandria	LA0051	LA	Post-Closing Notice
Plaucheville, Village of	Moreauville	LA0277	LA	Post-Closing Notice
Pollock, Town of	Alexandria	LA0431	LA	Post-Closing Notice
Quitman unincorp	Jonesboro	LA0342	LA	Post-Closing Notice
Rapides Parish Police Jury unincorp	Alexandria	LA0104	LA	Post-Closing Notice
Rapides Parish unincorp	LeCompte	LA0309	LA	Post-Closing Notice
Ringgold, Town of	Sibley	LA0280	LA	Post-Closing Notice
Ruston, City of	Ruston	LA0024	LA	Post-Closing Notice
Sabine County Parish (Chactaw-Apache Tribe, Florian, Zwollee)	Leesville		LA	Post-Closing Notice
Sibley, Town of	Sibley	LA0278	LA	Post-Closing Notice
Simmesport, Village of	Moreauville	LA0281	LA	Post-Closing Notice
Simsboro, Village of	Ruston	LA0382	LA	Post-Closing Notice
St. Joseph, Town of	St. Joseph	LA0257	LA	Post-Closing Notice
Tensas Parish (unincorporated service area Lake Bruin and St. Joseph)	St. Joseph	LA0256 LA0394	LA	Post-Closing Notice

Vernon Parish unincorp	DeRidder	LA0202	LA	Post-Closing Notice
Vernon Parish unincorp (Many)	Pendelton	LA0565	LA	Post-Closing Notice
Vienna, Town of	Ruston	LA0381	LA	Post-Closing Notice
Ville Platte, Town of	Ville Platte	LA0143	LA	Post-Closing Notice
Vinton, Town of	Lake Charles		LA	Post-Closing Notice
Webster Parish	Sibley		LA	Post-Closing Notice
Westlake, City of	Lake Charles		LA	Post-Closing Notice
Winn Parish	Winnfield	LA0094	LA	Post-Closing Notice
Woodworth, Village of	LeCompte	LA0363	LA	Post-Closing Notice
Calcasieu Parish	Lake Charles		LA	Post-Closing Notice
Calcasieu, Parish of	Lake Charles		LA	Post-Closing Notice
Iowa, Town of	Lake Charles		LA	Post-Closing Notice
Iowa, Town of (Ioway)	Lake Charles		LA	Post-Closing Notice
Jefferson Davis Parish	Lake Charles		LA	Post-Closing Notice
Boonville, City	Boonville	MO0002	MO	Post-Closing Notice
Branson, City	Branson	MO0048	MO	Post-Closing Notice
Greene County	Nixa		MO	Post-Closing Notice
Kimberling City	Nixa		MO	Post-Closing Notice
Merriam Woods,	Branson	MO0785	MO	Post-Closing Notice
Rockaway Beach, City	Branson	MO0784	MO	Post-Closing Notice
Agency (Village)	St. Joseph	MO0766	MO	Post-Closing Notice
Andrew, County	St. Joseph		MO	Post-Closing Notice
Barry County Unincorporated Monett	Aurora		MO	Post-Closing Notice
Barton County Unincorporated	Lamar		MO	Post-Closing Notice
Branson West, City of	Nixa		MO	Post-Closing Notice
Brookfield, City of	Brookfield	MO0012	MO	Post-Closing Notice
Brooklyn Heights, Village of	Carthage	MO0992	MO	Post-Closing Notice
Buchanan, County	St. Joseph		MO	Post-Closing Notice

Bull Creek, Village of	Branson	MO1064	MO	Post-Closing Notice
Carthage, City of	Carthage	MO0015	MO	Post-Closing Notice
Christian County, MO (Christian County served by Nixa HE and Branson HE-one franchise agreement)	Branson	MO1054	MO	Post-Closing Notice
Cooper County unincorporated	Boonville	MO1053	MO	Post-Closing Notice
Country Club (Village)	St. Joseph	MO0408	MO	Post-Closing Notice
Fidelity, Town of	Carthage	MO1049	MO	Post-Closing Notice
Fremont Hills, City of	Nixa		MO	Post-Closing Notice
Hollister, City of	Branson	MO0229	MO	Post-Closing Notice
Jasper County Uninc.	Carthage	MO0993	MO	Post-Closing Notice
Lamar Heights, Village of	Lamar	MO0991	MO	Post-Closing Notice
Lamar, City of	Lamar	MO0201	MO	Post-Closing Notice
Lawrence County Unincorporated Monett (Aurora)	Aurora	MO0994 MO0995 MO0996	MO	Post-Closing Notice
Lexington, City of	Lexington	MO0076	MO	Post-Closing Notice
Linn County unincorporated	Brookfield	MO0280	MO	Post-Closing Notice
Marionville, City	Aurora	MO0436	MO	Post-Closing Notice
Maryville, City of	Maryville	MO0006	MO	Post-Closing Notice
Monett, City of	Aurora	MO0382	MO	Post-Closing Notice
Napoleon, City of	Lexington	MO0998	MO	Post-Closing Notice
Neosho, City of (Newton)	Neosho	MO0041	MO	Post-Closing Notice
Newton County (Neosho)	Neosho	MO1060	MO	Post-Closing Notice
Nixa, City of	Nixa	MO0349	MO	Post-Closing Notice
Nodaway County unincorporated	Maryville	MO0396	MO	Post-Closing Notice
Ozark, City of	Nixa	MO0348	MO	Post-Closing Notice
Pierce City, City of	Aurora	MO0494	MO	Post-Closing Notice
Reeds Spring, Town of	Nixa	MO0798	MO	Post-Closing Notice
Savannah, City of	St. Joseph	MO0175	MO	Post-Closing Notice
St. Joseph, City of	St. Joseph	MO0046	MO	Post-Closing Notice

Stone County Unincorporated service areas Highway DD, Lakeview, Joe Bald, Aunts Creek, (Nixa)	Branson	MO0908 MO0909 MO0906 MO0907	MO	Post-Closing Notice
Trenton, City of Grundy County unincorp	Trenton	MO0049 MO0453	MO	Post-Closing Notice
Village of Venice unincorp	Branson	MO0786	MO	Post-Closing Notice
Wellington, City of	Lexington	MO0471	MO	Post-Closing Notice
Craven, County of unincorp	New Bern	NC0180	NC	Post-Closing Notice
Gifton, Town of	Greenville		NC	Post-Closing Notice
Red Oak, Town of (privately owned)	Rocky Mount	NC1046	NC	Post-Closing Notice
Simpson, Town of	Greenville	NC1027	NC	Post-Closing Notice
Ayden, Town of	Greenville	NC0183	NC	Post-Closing Notice
Beaufort, County of unincorp	Greenville	NC0185	NC	Post-Closing Notice
Bethel, Town of	Parmelee	NC0424	NC	Post-Closing Notice
Bridgeton, City of	New Bern	NC0383	NC	Post-Closing Notice
Chocowinity, Town of		NC0465	NC	Post-Closing Notice
Enfield, Town of	Scotland Neck	NC0660	NC	Post-Closing Notice
Greenville, City of	Greenville	NC0135	NC	Post-Closing Notice
Halifax (Central), County of unincorp	Scotland Neck	NC0849	NC	Post-Closing Notice
Halifax (SE), County of unincorp	Scotland Neck	NC0850	NC	Post-Closing Notice
Kinston, City of	Kinston	NC0184	NC	Post-Closing Notice
LaGrange, City of	Kinston	NC0412	NC	Post-Closing Notice
Lenoir, County of unincorp	Kinston	NC0413	NC	Post-Closing Notice
Martin, County of unincorp	Permelee	NC0425 NC0612	NC	Post-Closing Notice
Nash, County of unincorp	Rocky Mount	NC0188	NC	Post-Closing Notice
Nashville, Town of	Rocky Mount	NC0461	NC	Post-Closing Notice
New Bern, City of	New Bern	NC0134	NC	Post-Closing Notice
Parmelee, Town of	Parmelee	NC0467	NC	Post-Closing Notice

Pitt County of unincorp Pitt County (NE) unincorp	Greenville	NC0182 NC0932	NC	Post-Closing Notice
River Bend, City of	New Bern	NC0382	NC	Post-Closing Notice
Robersonville, Town of	Parmelee	NC0342	NC	Post-Closing Notice
Scotland Neck, Town of	Scotland Neck	NC0659	NC	Post-Closing Notice
Sharpsburg, City of (Nash County) Sharpsburg, City of (Edge County) Sharpsburg, City of (Wilson County)	Rocky Mount	NC0439 NC0440 NC0441	NC	Post-Closing Notice
Trent Woods, Town of	New Bern	NC0138	NC	Post-Closing Notice
Vanceboro, Town of	New Bern	NC0456	NC	Post-Closing Notice
Walnut Creek, City of	Kinston	NC0414	NC	Post-Closing Notice
Washington Park, Town of	Greenville	NC0187	NC	Post-Closing Notice
Washington, City	Greenville	NC0186	NC	Post-Closing Notice
Wayne, County of unincorp	Kinston	NC0415	NC	Post-Closing Notice
Williamston, Town of	Permelee	NC0111	NC	Post-Closing Notice
Winterville, Town of	Greenville	NC0181	NC	Post-Closing Notice
Laughlin	Laughlin (Will be moved to Bullhead, AZ)		NV	Post-Closing Notice
Pahrump	Pahrump		NV	Post-Closing Notice
Bainbridge	Nelson		OH	Post-Closing Notice
Braceville, Township of	Nelson	OH2324	OH	Post-Closing Notice
Buffalo unincorp (Part of Wood County Franchise)	Senecaville	OH0130	OH	Post-Closing Notice
Byesville, Village of	Senecaville	OH0020	OH	Post-Closing Notice
Center, Township of	Senecaville	OH1798	OH	Post-Closing Notice
Derwent unincorp	Senecaville	OH1156	OH	Post-Closing Notice
Farmington, Township of	Nelson	OH1962	OH	Post-Closing Notice
Freedom, Township of (requires 2 notices)	Nelson	OH2079	OH	Post-Closing Notice
Lore City, Village of	Senecaville	OH1155	OH	Post-Closing Notice

Millwood, Township of	Senecaville	OH1800	OH	Post-Closing Notice
Nelson, Township (requires 2 notices)	Nelson	OH2082	OH	Post-Closing Notice
Newbury, Township of	Nelson	OH1965	OH	Post-Closing Notice
Newton Township	Nelson	OH1667	OH	Post-Closing Notice
Old Washington, Village of	Senecaville	OH1795	OH	Post-Closing Notice
Palmyra, Township of	Nelson	OH2313	OH	Post-Closing Notice
Paris Township	Nelson	OH1821	OH	Post-Closing Notice
Parkman, Township of	Nelson	OH2080	OH	Post-Closing Notice
Pleasant City, Village of	Senecaville	OH0132	OH	Post-Closing Notice
Quaker City, Village of	Senecaville	OH0133	OH	Post-Closing Notice
Richland, Township of	Senecaville	OH0651	OH	Post-Closing Notice
Salesville, Village of	Senecaville	OH1796	OH	Post-Closing Notice
Shalersville, Village of	Nelson		OH	Post-Closing Notice
Troy, Township of	Nelson	OH2513	OH	Post-Closing Notice
Valley, Township of	Senecaville	OH1357	OH	Post-Closing Notice
Wills, Township of	Senecaville	OH1801	OH	Post-Closing Notice
Windham, Township of	Nelson	OH2078	OH	Post-Closing Notice
Belpre, City of (Pomeroy OH hub Parkersburg WV headend) Reno (Washington County unincorp)	Parkersburg	OH0150 OH0094	OH	Post-Closing Notice
Marietta, City of (Pomeroy OH hub Parkersburg WV headend)	Parkersburg	OH0093	OH	Post-Closing Notice
Middleport, Village (Pomeroy OH hub Parkersburg WV headend)	Pomeroy/Pt. Pleasant	OH0219	OH	Post-Closing Notice
Pomeroy Village of	Pomeroy/Pt.	OH0246	OH	Post-Closing Notice

(Pomeroy OH hub Parkersburg WV headend)	Pleasant			
Syracuse, Village of (Pomeroy OH hub Parkersburg WV headend)	Pomeroy/Pt. Pleasant	OH0592	OH	Post-Closing Notice
Amarillo, City of	Amarillo	TX0152	TX	Post-Closing Notice
Anderson, County of	Tyler		TX	Post-Closing Notice
Appleby, Village of	Nacogdoches	TX2333	TX	Post-Closing Notice
Arp	Tyler		TX	Post-Closing Notice
Berryville, Town of	Tyler		TX	Post-Closing Notice
Bryan, City of	Bryan/College Station	TX0043	TX	Post-Closing Notice
Bullard, City of	Tyler		TX	Post-Closing Notice
Burkburnett, City of	Burkburnett	TX0597	TX	Post-Closing Notice
Caney, City of	Athens		TX	Post-Closing Notice
Chandler, City of	Tyler		TX	Post-Closing Notice
Clarendon, City of	Clarendon	TX0203	TX	Post-Closing Notice
College Station, City of	Bryan/College Station	TX0044	TX	Post-Closing Notice
Dimmitt, City of	Dimmitt	TX0432	TX	Post-Closing Notice
Electra, City of	Electra	TX0212	TX	Post-Closing Notice
Enchanted Oaks, Town of	Athens		TX	Post-Closing Notice
Eustace	Athens		TX	Post-Closing Notice
Frankston, City of	Tyler		TX	Post-Closing Notice
Gatesville, City of Gatesville unincorp	Gatesville	TX0365 TX0893	TX	Post-Closing Notice
Gun Barrel, City of	Athens		TX	Post-Closing Notice
Hamlin, City of	Hamlin	TX0020	TX	Post-Closing Notice
Jacksonville, City of	Jacksonville	TX0143	TX	Post-Closing Notice
Kaufman, City of	Kaufman		TX	Post-Closing Notice
Log Cabin, City of	Athens		TX	Post-Closing Notice
Mabank, Town of	Athens		TX	Post-Closing Notice
Malakoff, City of	Athens		TX	Post-Closing Notice

Melissa, Town of	Pilot Point	TX1019	TX	Post-Closing Notice
New Chapel Hill, City of	Tyler		TX	Post-Closing Notice
Noonday, City of	Tyler		TX	Post-Closing Notice
Oak Grove, Town of	Kaufman		TX	Post-Closing Notice
Old River Winfree, City of	Mont Belvieu	TX1450	TX	Post-Closing Notice
Overton, TX	Henderson		TX	Post-Closing Notice
Paducah, Town of	Paducah	TX0145	TX	Post-Closing Notice
Patton Village, City of	Kingwood		TX	Post-Closing Notice
Payne Springs, Town of	Athens		TX	Post-Closing Notice
Plainview, City of	Plainview	TX0111	TX	Post-Closing Notice
Quitman, City of	Mineola	TX0113	TX	Post-Closing Notice
Roman Forest	Kingwood		TX	Post-Closing Notice
Rotan, City of	Rotan	TX0025	TX	Post-Closing Notice
Rusk, Town of	Rusk	TX0060	TX	Post-Closing Notice
San Saba, Town of	San Saba	TX0118	TX	Post-Closing Notice
Sanger, Town of	Pilot Point	TX0659	TX	Post-Closing Notice
Seven Points, City of	Athens		TX	Post-Closing Notice
Seymour, City of	Seymour	TX0344	TX	Post-Closing Notice
Splendora, Town of	Kingwood		TX	Post-Closing Notice
Star Habor, City of	Athens		TX	Post-Closing Notice
Toco, Town of	Paris	TX1632	TX	Post-Closing Notice
Tool, City of	Athens		TX	Post-Closing Notice
Trinidad, City of	Athens		TX	Post-Closing Notice
Trinity, City of	Trinity	TX0330	TX	Post-Closing Notice
Troup	Tyler		TX	Post-Closing Notice
Van	Mineola		TX	Post-Closing Notice

Victoria, City of	Victoria	TX0147	TX	Post-Closing Notice
Woodbranch Village	Kingwood		TX	Post-Closing Notice
Abilene, City of	Abilene	TX0139	TX	Post-Closing Notice
Albany, Town of	Albany	TX0007	TX	Post-Closing Notice
Andrews County unincorp, Howard County unincorp, Midland County unincorp	Midland	TX2057 TX0119 TX0526	TX	Post-Closing Notice
Andrews, City of	Midland	TX0218	TX	Post-Closing Notice
Angelina County unincorp Fuller Springs	Lufkin	TX0820 TX0945	TX	Post-Closing Notice
Anna, Town of	Pilot Point	TX1077	TX	Post-Closing Notice
Athens, City of	Athens	TX0297	TX	Post-Closing Notice
Aubrey, Town of	Pilot Point	TX0969	TX	Post-Closing Notice
Bastrop County uninc	Lost Pines	TX2001	TX	Post-Closing Notice
Baytown, Town of	Mont Belvieu	TX2090	TX	Post-Closing Notice
Big Sandy, Town of	Hawkins	TX0983	TX	Post-Closing Notice
Big Spring, City of	Midland	TX0012	TX	Post-Closing Notice
Bogata, Town of	Clarksville	TX0383	TX	Post-Closing Notice
Brady, City of	Brady	TX0162	TX	Post-Closing Notice
Brazos County unincorp (Bryan/College Station)	Bryan/College Station	TX1627	TX	Post-Closing Notice
Breckenridge, City of	Breckenridge	TX0014	TX	Post-Closing Notice
Caldwell, City of	Caldwell	TX0921	TX	Post-Closing Notice
Camp County unincorp, Franklin County unincorp, Titus County unincorp	Mt. Pleasant	TX1373 TX1374 TX0428	TX	Post-Closing Notice
Canadian, City of	Canadian	TX0123	TX	Post-Closing Notice
Canyon, City of	Amarillo	TX0371	TX	Post-Closing Notice
Cass County, Morris County, Titus County uninc	Daingerfield	TX2121 TX2092 TX2124	TX	Post-Closing Notice
Celina, Town of	Pilot Point	TX1022	TX	Post-Closing Notice

Center, City of	Center	TX0032	TX	Post-Closing Notice
Chambers County, Liberty County, Harris County uninc	Mont Belvieu	TX1453 TX1614 TX1454	TX	Post-Closing Notice
Cherokee County unincorp	Rusk	TX0947	TX	Post-Closing Notice
Cherokee County unincorp	Jacksonville	TX2172	TX	Post-Closing Notice
Childress County, Collingsworth County, uninc.	Wellington	TX0814 TX0816	TX	Post-Closing Notice
Childress, City of	Wellington	TX0018	TX	Post-Closing Notice
Cisco, City of	Eastland	TX0130	TX	Post-Closing Notice
Clarksville City of	Clarksville	TX0140	TX	Post-Closing Notice
Coahoma, City of	Midland	TX0040	TX	Post-Closing Notice
Coldspring, City of	Lake Livingston	TX1932	TX	Post-Closing Notice
Collin County uninc (Forest Grove)	Terrell	TX1106	TX	Post-Closing Notice
Collin County uninc (unincorp Collin County in Anna, Melissa, Celina, Prosper)	Pilot Point		TX	Post-Closing Notice
Conroe, City of	Conroe	TX0141 TX0321	TX	Post-Closing Notice
Cooke County unincorp	Gainesville	TX1630	TX	Post-Closing Notice
Coryell County	Gatesville	TX0893	TX	Post-Closing Notice
Crane County uninc	Crane	TX2185	TX	Post-Closing Notice
Crane, City of	Crane	TX0414	TX	Post-Closing Notice
Daingerfield, Town of	Daingerfield	TX0566	TX	Post-Closing Notice
Dallas County (uninc)	Terrell	TX1545	TX	Post-Closing Notice
Diboll, City of	Lufkin	TX0142	TX	Post-Closing Notice
Eastland County uninc Olden	Eastland	TX0702 TX2481	TX	Post-Closing Notice
Eastland, City of	Eastland	TX0131	TX	Post-Closing Notice
Fairview, Town of	Terrell	TX1018	TX	Post-Closing Notice
Farwell, City of	Clovis	TX0005	TX	Post-Closing Notice
Fate, Town of	Terrell	TX1143	TX	Post-Closing Notice
Floydada, City of	Floydada	TX0447	TX	Post-Closing Notice

Forney, Town of	Terrell	TX0718	TX	Post-Closing Notice
Gainesville, City of	Gainesville	TX0031	TX	Post-Closing Notice
Georgetown, City of (Sun City - Part of Georgetown, TX)	Georgetown	TX0283	TX	Post-Closing Notice
Gladewater, City of	Gladewater	TX0301	TX	Post-Closing Notice
Grand Saline, City of	Mineola	TX0198	TX	Post-Closing Notice
Grapeland, City of	Grapeland	TX0236	TX	Post-Closing Notice
Grayson County (uninc) (Whitesboro)	Gainesville	TX2136	TX	Post-Closing Notice
Grayson County unincorp	Pilot Point	TX1016 TX1102	TX	Post-Closing Notice
Gregg County unincorp	Hawkins	TX1821	TX	Post-Closing Notice
Gregg County unincorp, Liberty City unincorp Gregg county)	Gladwater	TX0726 TX1353	TX	Post-Closing Notice
Grimes County			TX	Post-Closing Notice
Gunter, Town of	Pilot Point	TX1102	TX	Post-Closing Notice
Hale County unincorp	Plainview	TX0516	TX	Post-Closing Notice
Happy Country Homes, n/k/a Rockwall City	Terrell	TX1104	TX	Post-Closing Notice
Harris County unincorp (Forest Cove)	Kingwood	TX0788	TX	Post-Closing Notice
Hawkins, Town of	Hawkins	TX0984	TX	Post-Closing Notice
Hearne, City of	Hearne	TX0072	TX	Post-Closing Notice
Heath, City of	Terrell	TX1064 TX1065	TX	Post-Closing Notice
Hemphill County	Canadian	TX2184	TX	Post-Closing Notice
Henderson County unincorp	Athens	TX0374	TX	Post-Closing Notice
Henderson, City of	Henderson	TX0073	TX	Post-Closing Notice
Henrietta, Town of	Henrietta	TX0481	TX	Post-Closing Notice
Hideaway, City of	Mineola	TX2385	TX	Post-Closing Notice
Hopkins County unincorp	Sulpher Springs	TX0407	TX	Post-Closing Notice
Houston County	Grapeland		TX	Post-Closing Notice
Hudson, City of	Lufkin	TX0941	TX	Post-Closing Notice
Hughes Springs, Town of	Daingerfield	TX0563	TX	Post-Closing Notice
Ingram, City of	Ingram	TX0077	TX	Post-Closing Notice

Iowa Park, Town of	Burkburnett	TX0477	TX	Post-Closing Notice
Jarrell	Georgetown	TX1585	TX	Post-Closing Notice
Jones County uninc	Hamlin	TX2145	TX	Post-Closing Notice
Jones County uninc	Anson	TX2146	TX	Post-Closing Notice
Junction, City of	Junction	TX0078	TX	Post-Closing Notice
Kaufman County (uninc Terrell)	Terrell	TX1548	TX	Post-Closing Notice
Kermit, City of	Kermit	TX0220	TX	Post-Closing Notice
Kerr County, uninc	Ingram	TX0075	TX	Post-Closing Notice
Krugerville, Town of	Pilot Point	TX0970	TX	Post-Closing Notice
Krum, City of	Pilot Point	TX1108	TX	Post-Closing Notice
Lake Tanglewood, Town of	Amarillo	TX0897	TX	Post-Closing Notice
Lakewood Village, Town of	Pilot Point		TX	Post-Closing Notice
Lamar County uninc	Clarksville	TX0846	TX	Post-Closing Notice
Lamar County unincorp	Paris	TX1628	TX	Post-Closing Notice
Lampasas County uninc	Lampasas	TX0813	TX	Post-Closing Notice
Lampasas, City of	Lampasas	TX0022	TX	Post-Closing Notice
Latexo, Town of	Grapeland	TX2016	TX	Post-Closing Notice
Leander, City of	Georgetown	TX1275	TX	Post-Closing Notice
Lindale, Town of (unincorp Lindale Smith County)	Mineola	TX0088 TX0728	TX	Post-Closing Notice
Little Elm, Town of	Pilot Point	TX1058	TX	Post-Closing Notice
Lone Star, Town of	Daingerfield	TX0564	TX	Post-Closing Notice
Lowry Crossing, City of	Terrell	TX1865	TX	Post-Closing Notice
Lubbock County unincorp (Lubbock/Woodrow)	Lubbock	TX2280 TX2279	TX	Post-Closing Notice
Lubbock, City of	Lubbock	TX0004	TX	Post-Closing Notice
Lucas, Town of	Terrell	TX1020	TX	Post-Closing Notice
McCulloch County	Brady		TX	Post-Closing Notice
McLendon-Chisholm, City of	Terrell		TX	Post-Closing Notice
Mineola, City of	Mineola	TX0099	TX	Post-Closing Notice
Mineral Wells, City of	Mineral Wells	TX0002	TX	Post-Closing Notice

Mobile City, Town of	Terrell	TX2141	TX	Post-Closing Notice
Monahans, City of	Monahans	TX0219	TX	Post-Closing Notice
Mont Belvieu, City of	Mont Belvieu	TX1451	TX	Post-Closing Notice
Montgomery County uninc (Lake Conroe East) April Sound uninc (Montgomery County)	Lake Conroe	TX1362 TX0368	TX	Post-Closing Notice
Montgomery County unincorp (Porter)	Kingwood	TX0789 TX1902	TX	Post-Closing Notice
Montgomery, City of	Lake Conroe	TX1931	TX	Post-Closing Notice
Mount Vernon, City of	Mt. Pleasant	TX0100	TX	Post-Closing Notice
Mt. Pleasant, City of	Mt. Pleasant	TX0101	TX	Post-Closing Notice
Nacogdoches County unincorp	Nacogdoches	TX0379	TX	Post-Closing Notice
Nacogdoches, City of	Nacogdoches	TX0103	TX	Post-Closing Notice
Navasota, City of	Navasota	TX0054	TX	Post-Closing Notice
New Hope, Town of	Terrell	TX2236	TX	Post-Closing Notice
Nocona, City of	Nocona	TX0295	TX	Post-Closing Notice
Nolan County unincorp	Abilene	TX2147	TX	Post-Closing Notice
Oak Point, City of	Pilot Point	TX2237	TX	Post-Closing Notice
Oak Ridge, Town of	Gainesville	TX1616	TX	Post-Closing Notice
Oak Ridge, Town of	Terrell	TX1700	TX	Post-Closing Notice
Olney, City of	Olney	TX0253	TX	Post-Closing Notice
Onalaska, City of	Lake Livingston	TX0421	TX	Post-Closing Notice
Palo Pinto County unincorp	Mineral Wells	TX2218	TX	Post-Closing Notice
Paris, City of	Paris	TX0098	TX	Post-Closing Notice
Pecos, City of	Pecos	TX0049	TX	Post-Closing Notice
Pflugerville, City of	Georgetown	TX0934	TX	Post-Closing Notice
Pilot Point, City of	Pilot Point	TX0964	TX	Post-Closing Notice
Pittsburg, City of	Mt. Pleasant	TX0105	TX	Post-Closing Notice

Polk County, San Jacinto County, Trinity County uninc	Lake Livingston	TX0422 TX0261 TX2217	TX	Post-Closing Notice
Post, City of	Post	TX0039	TX	Post-Closing Notice
Potter County unincorp, Robertson County unincorp, Randall County unincorp	Amarillo	TX1336 TX1337	TX	Post-Closing Notice
Prairie View, City of	Prairie View	TX1099	TX	Post-Closing Notice
Quanah, City of	Quanah	TX0112	TX	Post-Closing Notice
Ranger, TX	Eastland	TX0132	TX	Post-Closing Notice
Reagan County	Big Lake		TX	Post-Closing Notice
Red River County (Includes Bagwell, Texas)	Clarksville		TX	Post-Closing Notice
Reeves County uninc	Pecos	TX1375	TX	Post-Closing Notice
Reno, City of	Paris	TX1631	TX	Post-Closing Notice
Robertson County unincorp	Hearne	TX2083	TX	Post-Closing Notice
Rockdale, City of	Rockdale	TX0248	TX	Post-Closing Notice
Rockwall County uninc (includes Lake Hubbard)	Terrell	TX1138	TX	Post-Closing Notice
Roxton, Town of	Paris	TX1606	TX	Post-Closing Notice
Royse City, Town of (Collin County)	Terrell	TX1139	TX	Post-Closing Notice
Rusk County unincorp	Rusk	TX0060	TX	Post-Closing Notice
Rusk County unincorp	Henderson	TX0404	TX	Post-Closing Notice
San Angelo, City of	San Angelo	TX0224	TX	Post-Closing Notice
San Augustine, TX	Center	TX0117	TX	Post-Closing Notice
San Saba County	San Saba		TX	Post-Closing Notice
Scurry County unincorp	Abilene/Snyder	TX0439	TX	Post-Closing Notice
Seagoville, Town of	Terrell	TX0662	TX	Post-Closing Notice
Shamrock, City of	Shamrock	TX0126	TX	Post-Closing Notice
Smith County uninc	Tyler	TX0437	TX	Post-Closing Notice
Smith County unincorp (Gladewater)	Hawkins	TX1831	TX	Post-Closing Notice
Smith County unincorp (Owenton)	Hawkins	TX1726	TX	Post-Closing Notice
Snyder, City of	Abilene/Sn	TX0129	TX	Post-Closing Notice

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Sonora, City of	Sonora	TX0058 TX0057	TX	Post-Closing Notice
Stephens County	Breckenridge		TX	Post-Closing Notice
Sulphur Springs, City of	Sulphur Springs	TX0135	TX	Post-Closing Notice
Sutton County	Sonora		TX	Post-Closing Notice
Sweetwater, City of	Abilene	TX0136	TX	Post-Closing Notice
Taylor County	Abilene		TX	Post-Closing Notice
Terrell, City of	Terrell	TX0716	TX	Post-Closing Notice
Thortonville	Monahans	TX1368	TX	Post-Closing Notice
Tioga, Town of	Pilot Point	TX1016	TX	Post-Closing Notice
Tom Green County, unincorp (Harvest Acres and San Angelo unincorp)	San Angelo	TX1367 TX0332	TX	Post-Closing Notice
Travis County, unincorporated Pflugerville (Pflugerville - Out)	Georgetown		TX	Post-Closing Notice
Trinity County	Lake Livingston	TX2217	TX	Post-Closing Notice
Tulia, City of	Tulia	TX0155	TX	Post-Closing Notice
Tye, City of	Abilene	TX0799	TX	Post-Closing Notice
Tyler, City of	Tyler	TX0146	TX	Post-Closing Notice
Union Grove, City of	Gladewater	TX1354	TX	Post-Closing Notice
Upshur County	Hawkins		TX	Post-Closing Notice
Van Zandt County	Mineola		TX	Post-Closing Notice
Vernon, City of	Vernon	TX0319	TX	Post-Closing Notice
Victoria County unincorp	Victoria	TX1607	TX	Post-Closing Notice
Walker County unincorp	Huntsville	TX0405	TX	Post-Closing Notice
Ward County, Ward TX and Ward County, Thortonville TX uninc	Monahans	TX1369	TX	Post-Closing Notice
Warren City, Town of	Gladewater	TX1155	TX	Post-Closing Notice
Washington County uninc	Brenham	TX1412	TX	Post-Closing Notice
Wellington, City of	Wellington	TX0027	TX	Post-Closing Notice
White Oak, Town of	Gladewater	TX0727	TX	Post-Closing Notice

Whitehouse, City of	Tyler	TX0606	TX	Post-Closing Notice
Whitesboro, Town of	Gainesville	TX0148	TX	Post-Closing Notice
Williamson County unincorp (Georgetown - Out)	Georgetown	TX0283	TX	Post-Closing Notice
Willis, City of	Conroe	TX0343	TX	Post-Closing Notice
Winkler County uninc TX	Kermit	TX1370	TX	Post-Closing Notice
Winona, Town of	Hawkins	TX1727	TX	Post-Closing Notice
Wolfforth, City of	Lubbock	TX2278	TX	Post-Closing Notice
Wood County uninc	Hawkins	TX0985	TX	Post-Closing Notice
Wood County unincorp, Smith County unincorp,	Mineola	TX0378 TX0728 TX2385	TX	Post-Closing Notice
Young County uninc	Olney	TX1411	TX	Post-Closing Notice

Section 3.6

Absence of Liabilities

None.

Section 3.7(a)

Absence of Changes

1. Investment in [Redacted].
2. Formation of [Redacted], a non-wholly owned Company Subsidiary.
3. [Redacted].
4. [Redacted].
5. [Redacted].

Section 3.8

Compliance with Laws

1. On November 29, 2012 the California Public Utilities Commission (“CPUC”) approved the indirect transfer of control of Cebridge Telecom CA, LLC to Nespresso Acquisition Corporation. However because applicants consummated the transfer of control prior to receiving the CPUC’s approval, the CPUC ordered that Application 12-07-021 remain open to consider whether it should impose penalties for alleged violation of Public Utilities Code Section 854(a) for the early consummation of the transaction. Cebridge Telecom CA, LLC was fined \$130,000 and this matter is resolved.

2. The following OSHA communication items:

Date	Inspection Number	Description
7/22/2014	898942	Employee complaint; Princeton, WV (fall from pole)
8/5/2014	901308	Employee complaint; Jonesboro, AR (mold)
10/28/2014	999035	Employee hospitalization; Eureka, CA (fall from pole)
1/21/2015	317945889	Employee complaint; Greenville, NC (fall protection)

3. [Redacted].

4. The following Office of Federal Contract Compliance Program audits:

Audit Letter Date	Audit Closed	Location	Finding
2/25/2014	9/11/2014	3015 South Southeast Loop 323, Tyler, TX 75701-7320	No violations identified
6/17/2014	12/23/2014	4103 West Lake Houston Parkway, Kingwood, Texas 77339-5205	No violations identified
7/30/2014	10/29/2014	124444 Powerscourt Drive, St. Louis, Missouri 63131-3632; subsequently corrected to 520 Maryville Centre Drive #300, St. Louis, Missouri 63141	No violations identified
11/25/2014	5/4/2015	6151 Paluxy Drive, Tyler, Texas 75703	No violations identified

5. [Redacted].

6. [Redacted].

Section 3.9

Governmental Authorizations

None.

Section 3.10(a)

Franchise Matters

[Redacted]

Section 3.10(b)

Subscribers

	As of April 30, 2015
(i) Basic Subscribers	[Redacted]
(ii) Digital Subscribers	[Redacted]
(iii) Residential High Speed Internet Subscribers	[Redacted]
(iv) Residential Telephone Subscribers	[Redacted]
(v) Unique Customer Relationships	[Redacted]

Section 3.10(c) Programming

Must Carry/Retransmission Consent Elections

Broadcast Station	Type
1 K04RA-LP Clarksville, AR	Must Carry
2 K07XL-IND Mountain Home, AR	Must Carry
3 K15AA-PBS Hugo, OK	Must Carry
4 K30AL-PBS Iola, KS	Must Carry
5 K44FI(KERA)-PBS Wichita Falls, TX	Must Carry
6 KABB-FOX San Antonio, TX (s-T)	RTC
7 KABC-ABC Los Angeles, CA	RTC
8 KABC-HD-ABC Los Angeles, CA	RTC
9 KACV-DT V-Me Amarillo, TX	Must Carry
10 KACV-HD-PBS Amarillo, TX	Must Carry
11 KACV-PBS Amarillo, TX	Must Carry
12 KACV-PBS Amarillo, TX (s-T)	Must Carry
13 KADN-FOX Lafayette, LA	RTC
14 KADN-HD-FOX Lafayette, LA	RTC
15 KAEF-ABC Arcata, CA	RTC
16 KAEF-DT Live Well Network Arcata, CA	RTC
17 KAEF-DT Me TV Arcata, CA	RTC
18 KAEF-HD-ABC Arcata, CA	RTC
19 KAET-HD-PBS Phoenix, AZ	Must Carry
20 KAET-PBS Phoenix, AZ	Must Carry
21 KAFT-DT AETN3 Plus Fayetteville, AR	Must Carry
22 KAFT-DT Create Fayetteville, AR	Must Carry
23 KAFT-HD PBS Fayetteville, AR	Must Carry
24 KAFT-PBS Fayetteville, AR	Must Carry
25 KAGS-DT ME TV Temple, TX	RTC
26 KAGS-DT MYTX Temple, TX	RTC
27 KAGS-HD-NBC Temple, TX	RTC
28 KAGS-LP NBC Temple, TX	RTC
29 KAIT-ABC Jonesboro, AR	RTC
30 KAIT-DT NBC HD Jonesboro, AR	RTC
31 KAIT-DT NBC Jonesboro, AR	RTC
32 KAIT-HD-ABC Jonesboro, AR	RTC
33 KAJB - UniMas Calipatria, CA	RTC
34 KAKE-ABC Wichita, KS	RTC
35 KAKW-HD Univision Killeen, TX	RTC
36 KAKW-Univision Killeen, TX	RTC
37 KALB- HD-NBC Alexandria, LA	RTC
38 KALB-DT-CBS Alexandria, LA	RTC
39 KALB-HD-CBS 5.2 Alexandria, LA	RTC
40 KALB-NBC Alexandria, LA	RTC
41 KAMC-ABC Lubbock, TX	RTC
42 KAMC-HD-ABC Lubbock, TX	RTC
43 KAME-MNT Reno, NV	RTC

44	KAMR-HD NBC Amarillo, TX	RTC
45	KAMR-HD NBC Amarillo, TX (s-T)	RTC
46	KAMR-NBC Amarillo, TX	RTC
47	KAMR-NBC Amarillo, TX (s-T)	RTC
48	KAMU-HD-PBS College Station, TX	Must Carry
49	KAMU-PBS College Station, TX	Must Carry
50	KANG-CA UniMAS 41 San Angelo, TX	RTC
51	KAQY-ABC Columbia, LA	RTC
52	KAQY-HD ABC Columbia, LA	RTC
53	KARD-FOX West Monroe, LA	RTC
54	KARD-HD FOX West Monroe, LA	RTC
55	KARK-HD-NBC Little Rock, AR	RTC
56	KARK-NBC Little Rock, AR	RTC
57	KARZ-HD-MNT Little Rock, AR	RTC
58	KARZ-MNT Little Rock, AR	RTC
59	KASN-CW Pine Bluff, AR	RTC
60	KASN-HD-CW Pine Bluff, AR	RTC
61	KASW-CW Phoenix, AZ	RTC
62	KASW-HD-CW Phoenix, AZ	RTC
63	KATC-ABC Lafayette, LA	RTC
64	KATC-DT-CW Lafayette, LA	RTC
65	KATC-HD-ABC Lafayette, LA	RTC
66	KATV-ABC Little Rock, AR	RTC
67	KATV-DT Grit TV	RTC
68	KATV-DT Retro Television	RTC
69	KATV-HD-ABC Little Rock, AR	RTC
70	KAUT-DT This TV Oklahoma City, OK	RTC
71	KAUT-HD IND Oklahoma City, OK	RTC
72	KAUT-IND Oklahoma City, OK	RTC
73	KAUZ - DT - CW Wichita Falls, TX	RTC
74	KAUZ-CBS Wichita Falls, TX	RTC
75	KAUZ-HD-CBS Wichita Falls, TX	RTC
76	KAVU-ABC Victoria, TX	RTC
77	KAVU-DT-News Center 25 Now Victoria, TX	RTC
78	KAVU-HD ABC Victoria, TX	RTC
79	KAYU-FOX Spokane, WA (s-C)	RTC
80	KAYU-HD-FOX Spokane, WA	RTC
81	KAZD-TV Azteca Dallas, TX	Must Carry
82	KAZT DT Me TV Phoenix, AZ	RTC
83	KAZT-HD IND Phoenix, AZ	RTC
84	KAZT-IND Phoenix, AZ	RTC
85	KBCA-CW Alexandria, LA	Must Carry
86	KBCA-HD CW Alexandria, LA	Must Carry
87	KBLR Exitos	RTC
88	KBLR SOI	RTC
89	KBLR-HD-Telemundo Las Vegas	RTC
90	KBLR-Telemundo Las Vegas	RTC
91	KBMT-ABC Beaumont, TX	RTC
92	KBMT-HD NBC Beaumont, TX	RTC
93	KBMT-HD-ABC Beaumont, TX	RTC

94	KBNS-CA(Vacation Channel) Branson, MO	Must Carry
95	KBTX-CBS Bryan, TX	RTC
96	KBTX-DT-CW Bryan, TX	RTC
97	KBTX-DT-CW HD Bryan, TX	RTC
98	KBTX-HD-CBS Bryan, TX	RTC
99	KBVO-HD MNT Austin, TX	RTC
100	KBVO-MNT Austin, TX	RTC
101	KBVU DT This TV	RTC
102	KBVU-FOX Eureka, CA	RTC
103	KBVU-HD-FOX Eureka, CA	RTC
104	KBZO-HD (UNV) Lubbock, TX	RTC
105	KBZO-LP (UNV) Lubbock, TX	RTC
106	KCAL-HD-IND Los Angeles, CA	RTC
107	KCAL-IND Los Angeles, CA	RTC
108	KCBA-FOX Salinas, CA	RTC
109	KCBA-HD-FOX Salinas, CA	RTC
110	KCBD-DT-This TV	RTC
111	KCBD-HD-NBC Lubbock, TX	RTC
112	KCBD-NBC Lubbock, TX	RTC
113	KCBS-CBS Los Angeles, CA	RTC
114	KCBS-HD-CBS Los Angeles, CA	RTC
115	KCDH-LP IND Winnfield, LA	Must Carry
116	KCEB-DT COZI TV Longview, TX	RTC
117	KCEB-DT Mundo Fox Longview, TX	RTC
118	KCEN-NBC Temple, TX	RTC
119	KCIB-LP El Dorado, AR	Must Carry
120	KCIT-FOX Amarillo, TX	RTC
121	KCIT-FOX Amarillo, TX (s-T)	RTC
122	KCIT-HD Fox Amarillo, TX	RTC
123	KCIT-HD FOX Amarillo, TX (s-T)	RTC
124	KCLG-TBN Neosho, MO	Must Carry
125	KCPN-LP MNT Amarillo, TX	RTC
126	KCPT 2 Kansas City, MO	Must Carry
127	KCPT 3 Create Kansas City, MO	Must Carry
128	KCPT-HD-PBS Kansas City, MO	Must Carry
129	KCPT-PBS Kansas City, MO	Must Carry
130	KCRA-HD-NBC Sacramento, CA	RTC
131	KCRA-NBC Sacramento, CA	RTC
132	KCRA-NBC Sacramento, CA (s-T)	RTC
133	KCTL-LP Livingston, TX	Must Carry
134	KCTV-CBS Kansas City, MO	RTC
135	KCTV-HD-CBS Kansas City, MO	RTC
136	KCWE-CW Kansas City, MO	RTC
137	KCWE-DT This TV Kansas City, MO	RTC
138	KCWE-HD-CW Kansas City, MO	RTC
139	KCWX-MNT Fredericksburg, TX	Must Carry
140	KCZ-DT-CW Springfield, MO(KSPR)	RTC
141	KCZ-HD CW Springfield, MO	RTC
142	KDAF-CW Dallas, TX	RTC
143	KDAF-DT Antenna TV Dallas, TX	RTC

144	KDAF-DT This TV Dallas, TX	RTC
145	KDAF-HD CW Dallas, TX	RTC
146	KDCG-LP Opelousas, LA	Must Carry
147	KDCU-DT (UNV) Derby, KS	RTC
148	KDFI-DT MOVIES! Dallas, TX	RTC
149	KDFI-HD MNT Dallas, TX	RTC
150	KDFI-MNT Dallas, TX	RTC
151	KDFW-FOX Dallas, TX	RTC
152	KDFW-HD-FOX Dallas, TX	RTC
153	KDKA-CBS Pittsburgh, PA	RTC
154	KDOR-TV (TBN) Bartlesville, OK	Must Carry
155	KDTN-Daystar Denton, TX	Must Carry
156	KDTN-HD Daystar Denton, TX	Must Carry
157	KDTX-TBN Dallas, TX	Must Carry
158	KECY-TV FOX El Centro, CA	Must Carry
159	KEET DT Create	Must Carry
160	KEET DT FNX	Must Carry
161	KEET-HD-PBS Eureka, CA	Must Carry
162	KEET-PBS Eureka, CA	Must Carry
163	KEETWORLD PBS	Must Carry
164	KEMV-DT AETN3 Plus Little Rock, AR	Must Carry
165	KEMV-DT Create Little Rock, AR	Must Carry
166	KEMV-HD-PBS Mountain View, AR	Must Carry
167	KEMV-PBS Mountain View, AR	Must Carry
168	KEMY-LP MNT Eureka, CA	RTC
169	KENS-CBS San Antonio, TX	RTC
170	KENS-CBS San Antonio, TX (s-T)	RTC
171	KENS-HD CBS San Antonio, TX	RTC
172	KENW-PBS Portales, NM	Must Carry
173	KERA-DT PBS World Dallas, TX	Must Carry
174	KERA-HD-PBS Dallas, TX	Must Carry
175	KERA-PBS Dallas, TX	Must Carry
176	KETA-DT Oklahoma Oklahoma City, OK	Must Carry
177	KETA-HD-PBS Oklahoma City, OK	Must Carry
178	KETA-PBS Oklahoma City, OK	Must Carry
179	KETG-DT AETN3 Plus Arkadelphia, AR	Must Carry
180	KETG-DT Create Arkadelphia, AR	Must Carry
181	KETG-HD PBS Arkadelphia, AR	Must Carry
182	KETG-PBS Arkadelphia, AR	Must Carry
183	KETH-TBN Houston, TX	Must Carry
184	KETK-DT Estrella Jacksonville, TX	RTC
185	KETK-HD-NBC Jacksonville, TX	RTC
186	KETK-LP (NBC) Lufkin, TX	RTC
187	KETK-NBC Jacksonville, TX	RTC
188	KETK-NBC Jacksonville, TX (s-T)	RTC
189	KETS-DT AETN Plus Little Rock, AR	Must Carry
190	KETS-DT Create Little Rock, AR	Must Carry
191	KETS-HD PBS Little Rock, AR	Must Carry
192	KETS-PBS Little Rock, AR	Must Carry
193	KETZ-DT AETN3 Plus El Dorado, AR	Must Carry

194	KETZ-DT Create El Dorado, AR	Must Carry
195	KETZ-HD PBS El Dorado, AR	Must Carry
196	KETZ-PBS El Dorado, AR	Must Carry
197	KEUS-LP Univision San Angelo, TX	RTC
198	KEUV - LP Univision Eureka, CA	RTC
199	KEYE-CBS Austin, TX	RTC
200	KEYE-DT Telemundo	RTC
201	KEYE-HD-CBS Austin, TX	RTC
202	KEYU-HD Telemundo Amarillo, TX	RTC
203	KEYU-Telemundo Amarillo, TX	RTC
204	KFAM-LP (IND) Lake Charles, LA	RTC
205	KFDA-CBS Amarillo, TX	RTC
206	KFDA-CBS Amarillo, TX (s-T)	RTC
207	KFDA-DT 10.2 KZBZ-LP Canyon, TX	RTC
208	KFDA-DT WX Amarillo, TX	RTC
209	KFDA-HD 10.2 - KZBZ Canyon, TX	RTC
210	KFDA-HD CBS Amarillo, TX (s-T)	RTC
211	KFDA-HD-CBS Amarillo, TX	RTC
212	KFDM-CBS Beaumont, TX	RTC
213	KFDX-HD-NBC Wichita Falls, TX	RTC
214	KFDX-NBC Wichita Falls, TX	RTC
215	KFJX-FOX Pittsburg, KS	RTC
216	KFJX-HD-FOX Pittsburg, KS	RTC
217	KFOR-DT Antenna TV Oklahoma City, OK	RTC
218	KFOR-HD-NBC Oklahoma City, OK	RTC
219	KFOR-NBC Oklahoma City, OK	RTC
220	KFPH UniMAS Flagstaff, AZ	RTC
221	KFRE-CW Sanger, CA (s-T)	RTC
222	KFSM-CBS Fort Smith, AR	RTC
223	KFSM-HD CBS Ft. Smith, AR	RTC
224	KFSN-ABC Fresno, CA (s-T)	RTC
225	KFTA-FOX Fort Smith, AR	RTC
226	KFTA-HD Fox Fort Smith, AR	RTC
227	KFTH-HD UniMAS Alvin, TX	RTC
228	KFTH-TV UniMAS Alvin, TX	RTC
229	KFWD-HD-Mundo Fox Fort Worth, TX	Must Carry
230	KFWD-Mundo Fox Fort Worth, TX	Must Carry
231	KFXK-FOX Longview, TX	RTC
232	KFXK-FOX Longview, TX (s-T)	RTC
233	KFXK-HD Fox Lufkin, TX	RTC
234	KFXK-HD-FOX Longview, TX	RTC
235	KFXK-LP (Fox) Lufkin, TX	RTC
236	KGEB-HD IND Tulsa, OK	Must Carry
237	KGEB-IND Tulsa, OK	Must Carry
238	KGLR-LP Lubbock, TX	Must Carry
239	KGPE-CBS Fresno, CA (s-T)	RTC
240	KHBS-ABC Fort Smith, AR	RTC
241	KHBS-CW Fort Smith, AR	RTC
242	KHBS-HD ABC Ft. Smith, AR	RTC
243	KHBS-HD CW Fort Smith, AR	RTC

244	KHMP LP Pahrump, NV	Must Carry
245	KHOU-CBS Houston, TX	RTC
246	KHOU-DT Bounce TV Houston, TX	RTC
247	KHOU-DT The Justice Network Houston, TX	RTC
248	KHOU-HD-CBS Houston, TX	RTC
249	KHQ-DT SWX Spokane, WA	RTC
250	KHQ-HD-NBC Spokane, WA	RTC
251	KHQ-NBC Spokane, WA (s-C)	RTC
252	KHTM-The Church Channel Lufkin, TX	Must Carry
253	KHTX-LP (IND) Huntsville, TX	Must Carry
254	KHXL-LP Huntsville, TX	Must Carry
255	KIAH-CW Houston, TX	RTC
256	KIAH-DT Antenna TV	RTC
257	KIAH-HD CW Houston, TX	RTC
258	KIBN-TBN Lufkin, TX	Must Carry
259	KIDY-DT My TV	RTC
260	KIDY-FOX San Angelo, TX	RTC
261	KIDY-FOX San Angelo, TX (s-T)	RTC
262	KIDY-HD Fox San Angelo, TX	RTC
263	KIDY-HD-FOX San Angelo, TX (s-T)	RTC
264	KIDZ-LP MNT Abilene, TX	RTC
265	KIEM-HD-NBC Eureka, CA	RTC
266	KIEM-NBC Eureka, CA	RTC
267	KINC LATV	RTC
268	KINC-HD-Univision Las Vegas	RTC
269	KINC-Univision Las Vegas	RTC
270	KION DT 2 CW Monterey, CA	RTC
271	KION-CBS Monterey, CA	RTC
272	KION-HD-CBS Monterey, CA	RTC
273	KIVY-LP Crockett, TX	Must Carry
274	KJBO-LP MNT Wichita Falls, TX	RTC
275	KJEP- Family Net LP Nashville, AR	Must Carry
276	KJPX-LP Joplin, MO	Must Carry
277	KJRH-HD-NBC Tulsa, OK	RTC
278	KJRH-NBC Tulsa, OK	RTC
279	KJRH-NBC Tulsa, OK (s-T)	RTC
280	KJTL-FOX Wichita Falls, TX	RTC
281	KJTL-HD-FOX Wichita Falls, TX	RTC
282	KJTV DT Movies Lubbock, TX	RTC
283	KJTV-DT Fox News Now	RTC
284	KJTV-DT Fox News Now HD Lubbock, TX	RTC
285	KJTV-FOX Lubbock, TX	RTC
286	KJTV-HD FOX Lubbock, TX	RTC
287	KKAP-ETV Little Rock, AR	Must Carry
288	KKAX-LP (America One) Kingman, AZ	Must Carry
289	KKYK RTN Little Rock, AR	RTC
290	KLAF-LP MNT Lafayette, LA	RTC
291	KLAS ME TV	RTC
292	KLAS-CBS Las Vegas	RTC
293	KLAS-CBS Las Vegas(s-T)	RTC

294	KLAS-HD-CBS Las Vegas	RTC
295	KLAX-ABC Alexandria, LA	RTC
296	KLAX-HD ABC Alexandria, LA	RTC
297	KLAX-ME TV Alexandria, LA	RTC
298	KLBB-DT Me TV Lubbock, TX	RTC
299	KLBC IND Laughlin, NV	Must Carry
300	KLBC TV 2 Retro TV	Must Carry
301	KLBK-CBS Lubbock, TX	RTC
302	KLBK-HD-CBS Lubbock, TX	RTC
303	KLCW-CW Wolfforth, TX	RTC
304	KLCW-HD CW Wolfforth, TX	RTC
305	KLEW-CBS Lewiston, ID	RTC
306	KLFY-CBS Lafayette, LA	RTC
307	KLFY-HD-CBS Lafayette, LA	RTC
308	KLHU-CA (IND) Lake Havasu City, AZ	Must Carry
309	KLMB-LP El Dorado, AR	Must Carry
310	KLNM-LP Lufkin, TX	Must Carry
311	KLPA-DT-LPB2	Must Carry
312	KLPA-DT-LPB3	Must Carry
313	KLPA-HD-PBS Alexandria, LA	Must Carry
314	KLPA-PBS Alexandria, LA	Must Carry
315	KLPB-PBS Lafayette, LA	Must Carry
316	KLPN-LP MNT Longview, TX	RTC
317	KLRA-HD Univision Little Rock, AR	RTC
318	KLRA-LP (UNI) Little Rock, AR	RTC
319	KLRN-HD PBS San Antonio, TX	Must Carry
320	KLRN-PBS San Antonio, TX	Must Carry
321	KLRN-PBS San Antonio, TX (s-T)	Must Carry
322	KLRT-FOX Little Rock, AR	RTC
323	KLRT-HD-Fox Little Rock, AR	RTC
324	KLRU-HD-PBS Austin, TX	Must Carry
325	KLRU-PBS Austin, TX	Must Carry
326	KLRU-PBS Austin, TX (s-T)	Must Carry
327	KLST-CBS San Angelo, TX	RTC
328	KLST-CBS San Angelo, TX (s-T)	RTC
329	KLST-HD-CBS San Angelo, TX	RTC
330	KLST-HD-CBS San Angelo, TX (s-T)	RTC
331	KLTJ-(ETV) Galveston, TX	Must Carry
332	KLTL-DT-LPB2	Must Carry
333	KLTL-DT-LPB3	Must Carry
334	KLTL-HD-PBS Lake Charles, LA	Must Carry
335	KLTL-PBS Lake Charles, LA	Must Carry
336	KLTM-DT LPB2 Monroe, LA	Must Carry
337	KLTM-DT LPB3 Monroe, LA	Must Carry
338	KLTM-HD PBS Monroe, LA	Must Carry
339	KLTM-PBS Monroe, LA	Must Carry
340	KLTS-DT LPB2	Must Carry
341	KLTS-DT LPB3	Must Carry
342	KLTS-HD-PBS Shreveport, LA	Must Carry
343	KLTS-PBS Shreveport, LA	Must Carry

344	KLTV-ABC Tyler, TX	RTC
345	KLTV-ABC Tyler, TX (s-T)	RTC
346	KLTV-DT (TMO) Tyler, TX	RTC
347	KLTV-DT Bounce Tyler, TX	RTC
348	KLTV-HD-ABC Tyler, TX	RTC
349	KLVX Create	Must Carry
350	KLVX V Me	Must Carry
351	KLVX-HD-PBS Las Vegas	Must Carry
352	KLVX-PBS Las Vegas	Must Carry
353	KLWB-IND New Iberia, LA	Must Carry
354	KMAX-CW Sacramento, CA	RTC
355	KMAX-CW Sacramento, CA (s-T)	RTC
356	KMAX-HD CW Sacramento, CA	RTC
357	KMBC-ABC Kansas City, MO	RTC
358	KMBC-DT MeTV Kansas City, MO	RTC
359	KMBC-HD ABC Kansas City, MO	RTC
360	KMCI-DT Live Well Kansas City, MO	RTC
361	KMCI-HD-IND Lawrence, KS	RTC
362	KMCI-IND Lawrence, KS	RTC
363	KMCT-HD MNT West Monroe, LA	Must Carry
364	KMCT-MNT West Monroe, LA	Must Carry
365	KMDF-DT Mundo Fox	RTC
366	KMEX- UNI Los Angeles, CA	RTC
367	KMEX-HD-Univision Los Angeles, CA	RTC
368	KMID-ABC Midland, TX	RTC
369	KMID-ABC Midland, TX (s-T)	RTC
370	KMID-HD ABC Midland, TX	RTC
371	KMID-HD-ABC Midland, TX (s-T)	RTC
372	KMIZ-ABC Columbia, MO	RTC
373	KMIZ-DT-Stormtrack Weather Columbia, MO	RTC
374	KMIZ-HD ABC Columbia, MO	RTC
375	KMLM-IND Odessa, TX	Must Carry
376	KMOH- Mundo/Fox Kingman, AZ	Must Carry
377	KMOL-DT Movies! Victoria, TX	RTC
378	KMOL-HD-NBC Victoria, TX	RTC
379	KMOL-LP NBC Victoria, TX	RTC
380	KMOS-HD PBS Sedalia, MO	Must Carry
381	KMOS-PBS Sedalia, MO	Must Carry
382	KMPH-FOX Visalia, CA (s-T)	RTC
383	KMPL-LP Mount Pleasant, TX	Must Carry
384	KMPX-Estrella TV Decatur, TX	RTC
385	KMPX-HD Estrella TV Decatur, TX	RTC
386	KMSS-FOX Shreveport, LA	RTC
387	KMSS-HD-FOX Shreveport, LA	RTC
388	KMTW-MNT Hutchinson, KS	RTC
389	KMUV-LP TMO Monterey, CA	RTC
390	KMYA-Me TV Camden, AR	Must Carry
391	KMYL-HD MNT Lubbock, TX	RTC
392	KMYL-LP MNT Lubbock, TX	RTC
393	KMYS-CW Kerrville, TX	RTC

394	KMYT-DT GetTV Tulsa, OK	RTC
395	KMYT-DT Grit TV Tulsa, OK	RTC
396	KMYT-HD MNT Tulsa, OK	RTC
397	KMYT-MNT Tulsa, OK	RTC
398	KNBC-HD-NBC Los Angeles, CA	RTC
399	KNCT-PBS Belton, TX	Must Carry
400	KNLJ-IND Jefferson City, MO	Must Carry
401	KNOE-CBS Monroe, LA	RTC
402	KNOE-DT CW Monroe, LA	RTC
403	KNOE-HD-CBS Monroe, LA	RTC
404	KNPB-HD-PBS Reno, NV	Must Carry
405	KNPB-PBS Reno, NV	Must Carry
406	KNPN-DT HD Telemundo St. Joseph, MO	RTC
407	KNPN-DT Telemundo St. Joseph, MO	RTC
408	KNPN-Fox St. Joseph, MO	RTC
409	KNPN-HD Fox St. Joseph, MO	RTC
410	KNSO-TMO Merced, CA (s-T)	RTC
411	KNTS-IND Natchitoches, LA	Must Carry
412	KNVA-CW Austin, TX	RTC
413	KNVA-HD CW Austin, TX	RTC
414	KNWA-DT NBC Rogers, AR	RTC
415	KNXT-ETV Visalia, CA (s-T)	Must Carry
416	KNXV-ABC Phoenix, AZ	RTC
417	KNXV-HD-ABC Phoenix, AZ	RTC
418	KOAM-CBS Pittsburg, KS	RTC
419	KOAM-HD-CBS Pittsburg, KS	RTC
420	KOBR-NBC Roswell, NM	RTC
421	KOCB-CW Oklahoma City, OK	RTC
422	KOCB-DT GetTV Oklahoma City, OK	RTC
423	KOCB-HD CW Oklahoma City, OK	RTC
424	KOCE-HD-PBS Los Angeles, CA	Must Carry
425	KOCE-PBS Los Angeles, CA	Must Carry
426	KOCM-IND Norman, OK	Must Carry
427	KOCO-ABC Oklahoma City, OK	RTC
428	KOCO-DT Me TV Oklahoma City, OK	RTC
429	KOCO-HD-ABC Oklahoma City, OK	RTC
430	KODE-ABC Joplin, MO	RTC
431	KODE-HD-ABC Joplin, MO	RTC
432	KOED-HD PBS Tulsa, OK	Must Carry
433	KOED-PBS Tulsa, OK	Must Carry
434	KOET-PBS Eufaula, OK	Must Carry
435	KOKH-DT Grit TV Oklahoma City, OK	RTC
436	KOKH-DT Weather Nation Oklahoma City, OK	RTC
437	KOKH-FOX Oklahoma City, OK	RTC
438	KOKH-HD-Fox Oklahoma City, OK	RTC
439	KOKI-DT Escape Tulsa, OK	RTC
440	KOKI-DT MeTV Tulsa, OK	RTC
441	KOKI-FOX Tulsa, OK	RTC
442	KOKI-HD-FOX Tulsa, OK	RTC
443	KOLO-ABC Reno, NV	RTC

444	KOLO-HD-ABC Reno, NV	RTC
445	KOLR-CBS Springfield, MO	RTC
446	KOLR-HD-CBS Springfield, MO	RTC
447	KOMI-LP ION Woodward, OK	RTC
448	KOMU DT CW Columbia, MO	RTC
449	KOMU-HD NBC Columbia, MO	RTC
450	KOMU-NBC Columbia, MO	RTC
451	KOPX-HD ION Oklahoma City, OK	Must Carry
452	KOPX-ION Oklahoma City, OK	Must Carry
453	KOSA-CBS Odessa, TX	RTC
454	KOSA-CBS Odessa, TX (s-T)	RTC
455	KOSA-DT MNT Odessa, TX	RTC
456	KOSA-HD-CBS Odessa, TX	RTC
457	KOSA-HD-CBS Odessa, TX (s-T)	RTC
458	KOTV-CBS Tulsa, OK	RTC
459	KOTV-DT CW Tulsa, OK	RTC
460	KOTV-DT News on 6 Now	RTC
461	KOTV-HD-CBS Tulsa, OK	RTC
462	KOVR-CBS Sacramento, CA	RTC
463	KOVR-CBS Sacramento, CA (s-T)	RTC
464	KOVR-HD-CBS Stockton, CA	RTC
465	KOZJ-HD PBS Joplin, MO	Must Carry
466	KOZJ-PBS Joplin, MO	Must Carry
467	KOZK-HD-PBS Springfield, MO	Must Carry
468	KOZK-PBS Springfield, MO	Must Carry
469	KOZL-HD MNT Springfield, MO	RTC
470	KOZL-MNT Springfield, MO	RTC
471	KPBT-HD-PBS Odessa, TX	Must Carry
472	KPBT-PBS Odessa, TX	Must Carry
473	KPBT-PBS Odessa, TX (s-T)	Must Carry
474	KPCB-IND Snyder, TX	Must Carry
475	KPEJ-DT Estrella TV	RTC
476	KPEJ-FOX Odessa, TX	RTC
477	KPEJ-FOX Odessa, TX (s-T)	RTC
478	KPEJ-HD-FOX Odessa, TX	RTC
479	KPEJ-HD-FOX Odessa, TX (s-T)	RTC
480	KPHO-CBS Phoenix, AZ	RTC
481	KPHO-HD-CBS Phoenix, AZ	RTC
482	KPIX-CBS San Francisco, CA	RTC
483	KPLC-DT Bounce TV	RTC
484	KPLC-DT This TV	RTC
485	KPLC-HD-NBC Lake Charles, LA	RTC
486	KPLC-NBC Lake Charles, LA	RTC
487	KPNX-HD-NBC Phoenix, AZ	RTC
488	KPNX-NBC Phoenix, AZ	RTC
489	KPRC-DT-This TV Houston, TX	RTC
490	KPRC-HD-NBC Houston, TX	RTC
491	KPRC-NBC Houston, TX	RTC
492	KPTB-IND Lubbock, TX	Must Carry
493	KPTF-IND Farwell, TX	Must Carry

494	KPTS-PBS Wichita, KS	Must Carry
495	KPVM-IND Pahrump, NV	Must Carry
496	KPVT LP Pahrump, NV	Must Carry
497	KPXB-HD ION Conroe, TX	Must Carry
498	KPXB-ION Conroe, TX	Must Carry
499	KPXD-HD ION Arlington, TX	Must Carry
500	KPXD-ION Arlington, TX	Must Carry
501	KPXE-HD-ION Kansas City, MO	Must Carry
502	KPXE-ION Kansas City, MO	Must Carry
503	KPXJ-CW Minden, LA	RTC
504	KPXJ-DT Antenna TV Minden, LA	RTC
505	KPXJ-DT Movies! Minden, LA	RTC
506	KPXJ-DT-Me TV Minden, LA	RTC
507	KPXJ-HD CW Minden, LA	RTC
508	KPXL-ION Uvalde, TX	Must Carry
509	KQCA-HD MNT Sacramento, CA	RTC
510	KQCA-MNT Sacramento, CA	RTC
511	KQCA-MNT Sacramento, CA (s-T)	RTC
512	KQCW-CW Muskogee, OK	RTC
513	KQCW-DT This TV Muskogee, OK	RTC
514	KQCW-HD CW Muskogee, OK	RTC
515	KQED Plus-PBS San Jose, CA	Must Carry
516	KQED-HD-PBS San Francisco, CA	Must Carry
517	KQED-PBS San Francisco, CA	Must Carry
518	KQFX-FOX Columbia, MO	RTC
519	KQFX-HD FOX Columbia, MO	RTC
520	KQTV-ABC St. Joseph, MO	RTC
521	KQTV-HD-ABC St Joseph, MO	RTC
522	KQUP-IND Spokane, WA	Must Carry
523	KRBC-HD-NBC Abilene, TX	RTC
524	KRBC-NBC Abilene, TX	RTC
525	KRBK-DT ME TV Osage Beach, Mo	RTC
526	KRBK-DT Movies! Osage Beach, MO	RTC
527	KRBK-Fox/MNT Osage Beach, MO	RTC
528	KRBK-HD-FOX/MNT Osage Beach, MO	RTC
529	KRCG-CBS Jefferson City, MO	RTC
530	KRCG-HD CBS Jefferson City, MO	RTC
531	KREM-CBS Spokane, WA (s-C)	RTC
532	KREM-DT Live Well Spokane, WA	RTC
533	KREM-HD-CBS Spokane, WA	RTC
534	KREN-HD-Univision Reno, NV	RTC
535	KREN-Univision Reno, NV	RTC
536	KRHD-HD-ABC Bryan, TX	RTC
537	KRHD-LP (ABC) Bryan, TX	RTC
538	KRIV-FOX Houston, TX	RTC
539	KRIV-HD-FOX Houston, TX	RTC
540	KRMA-PBS Denver, CO (s-R)	Must Carry
541	KRNS-CW Reno, NV	RTC
542	KRNV-HD-NBC Reno, NV	RTC
543	KRNV-NBC Reno, NV	RTC

544	KRSC-TV (ETV) Claremore, OK	Must Carry
545	KRXI-FOX Reno, NV	RTC
546	KRXI-HD-FOX Reno, NV	RTC
547	KSAN-HD-NBC San Angelo, TX	RTC
548	KSAN-HD-NBC San Angelo, TX (s-T)	RTC
549	KSAN-NBC San Angelo, TX	RTC
550	KSAN-NBC San Angelo, TX (s-T)	RTC
551	KSAS-FOX Wichita, KS	RTC
552	KSAT-ABC San Antonio, TX (s-T)	RTC
553	KSAZ-FOX Phoenix, AZ	RTC
554	KSAZ-HD-FOX Phoenix, AZ	RTC
555	KSBI-HD-MNT Oklahoma City, OK	RTC
556	KSBI-MNT Oklahoma City, OK	RTC
557	KSBW-DT-ABC Central Coast ABC Salinas, CA	RTC
558	KSBW-HD NBC Salinas, CA	RTC
559	KSBW-HD-ABC Salinas, CA	RTC
560	KSBW-NBC Salinas, CA	RTC
561	KSCW-CW Wichita, KS	RTC
562	KSEE-NBC Fresno, CA (s-T)	RTC
563	KSHB-DT Cozi TV Kansas City, MO	RTC
564	KSHB-HD NBC Kansas City, MO	RTC
565	KSHB-NBC Kansas City, MO	RTC
566	KSHV-HD MNT Shreveport, LA	RTC
567	KSHV-MNT Shreveport, LA	RTC
568	KSLA -DT Bounce	RTC
569	KSLA-CBS Shreveport, LA	RTC
570	KSLA-DT This TV	RTC
571	KSLA-HD-CBS Shreveport, LA	RTC
572	KSMO-HD-MNT Kansas City, MO	RTC
573	KSMO-MNT Kansas City, MO	RTC
574	KSMS-Univision Monterey, CA	RTC
575	KSNF-HD-NBC Joplin, MO	RTC
576	KSNF-NBC Joplin, MO	RTC
577	KSNV Antenna TV	RTC
578	KSNV-HD-NBC Las Vegas	RTC
579	KSNV-NBC Las Vegas	RTC
580	KSNV-NBC Las Vegas(s-T)	RTC
581	KSNW-NBC Wichita, KS	RTC
582	KSPR-ABC Springfield, MO	RTC
583	KSPR-DT Antenna TV Springfield, MO	RTC
584	KSPR-HD-ABC Springfield, MO	RTC
585	KSPS-HD-PBS Spokane, WA	Must Carry
586	KSPS-PBS Spokane, WA (s-C)	Must Carry
587	KSPX-ION Sacramento, CA	Must Carry
588	KSRW - LP Mammoth Lakes, CA	Must Carry
589	KSST	Must Carry
590	KSTR-HD UniMAS Irving, TX	RTC
591	KSTR-TV UniMAS Irving, TX	RTC
592	KSWO DT 11.3 Live Well Lawton, OK	RTC
593	KSWO DT 2 TMO Lawton, OK	RTC

594	KSWO-ABC Lawton, OK	RTC
595	KSWO-HD-ABC Lawton, OK	RTC
596	KTAB-CBS Abilene, TX	RTC
597	KTAB-DT-TMO Abilene, TX	RTC
598	KTAB-HD-CBS Abilene, TX	RTC
599	KTAJ-TBN St. Joseph, MO	Must Carry
600	KTAL-HD-NBC Shreveport, LA	RTC
601	KTAL-NBC Shreveport, LA	RTC
602	KTAZ DT Exitos TV Phoenix, AZ	RTC
603	KTAZ Telemundo Phoenix, AZ	RTC
604	KTAZ-HD-Telemundo Phoenix, AZ	RTC
605	KTBC-DT MOVIES Austin, TX	RTC
606	KTBC-FOX Austin, TX	RTC
607	KTBC-HD-Fox Austin, TX	RTC
608	KTBO-TBN Oklahoma City, OK	Must Carry
609	KTBS 24 Hour News	RTC
610	KTBS Mega 3 Radar	RTC
611	KTBS-ABC Shreveport, LA	RTC
612	KTBS-HD-ABC Shreveport, LA	RTC
613	KTBU-Mega TV Conroe, TX	Must Carry
614	KTEJ-DT AETN3 Plus Jonesboro, AR	Must Carry
615	KTEJ-DT Create Jonesboro, AR	Must Carry
616	KTEJ-HD-PBS Jonesboro, AR	Must Carry
617	KTEJ-PBS Jonesboro, AR	Must Carry
618	KTEN-ABC Ada, OK	RTC
619	KTEN-DT-CW Ada, OK	RTC
620	KTEN-HD ABC Ada, OK	RTC
621	KTEN-HD NBC Ada, OK	RTC
622	KTEN-NBC Ada, OK	RTC
623	KTEW-LP Oklahoma City, OK	Must Carry
624	KTFK-UniMAS Stockton, CA	RTC
625	KTFK-UniMAS Stockton, CA (s-T)	RTC
626	KTFO-UniMas Austin, TX	RTC
627	KTHV-CBS Little Rock, AR	RTC
628	KTHV-DT The Justice Network Little Rock, AR	RTC
629	KTHV-HD-CBS Little Rock, AR	RTC
630	KTLA-CW Los Angeles, CA	RTC
631	KTLA-HD-CW Los Angeles, CA	RTC
632	KTLE-LP (Telemundo) 20 Odessa, TX	RTC
633	KTLE-LP (Telemundo) Odessa, TX (s-T)	RTC
634	KTMD-DT Exitos TV Galveston, TX	RTC
635	KTMD-HD TMO Galveston, TX	RTC
636	KTMD-TMO Galveston, TX	RTC
637	KTNV Live Well	RTC
638	KTNV MX	RTC
639	KTNV-ABC Las Vegas	RTC
640	KTNV-HD-ABC Las Vegas	RTC
641	KTPX-ION HD Okmulgee, OK	Must Carry
642	KTPX-ION Okmulgee, OK	Must Carry
643	KTRE-ABC Lufkin, TX	RTC

644	KTRE-DT Telemundo Lufkin, TX	RTC
645	KTRE-HD-ABC Lufkin, TX	RTC
646	KTRK-ABC Houston, TX	RTC
647	KTRK-DT LAFF-TV Houston, TX	RTC
648	KTRK-DT Live Well HD Houston, TX	RTC
649	KTRK-HD-ABC Houston, TX	RTC
650	KTSS-LP-ION Hope, AR	Must Carry
651	KTTV-FOX Los Angeles, CA	RTC
652	KTTV-HD-FOX Los Angeles, CA	RTC
653	KTTZ DT Create	Must Carry
654	KTTZ-HD-PBS Lubbock, TX	Must Carry
655	KTTZ-PBS Lubbock, TX	Must Carry
656	KTUL-ABC Tulsa, OK	RTC
657	KTUL-ABC Tulsa, OK (s-T)	RTC
658	KTUL-HD-ABC Tulsa, OK	RTC
659	KTUZ-HD Telemundo Shawnee, OK	Must Carry
660	KTUZ-TV (TMO) Shawnee, OK	Must Carry
661	KTVE-HD NBC El Dorado, AR	RTC
662	KTVE-NBC El Dorado, AR	RTC
663	KTVK-HD-IND Phoenix, AZ	RTC
664	KTVK-IND Phoenix, AZ	RTC
665	KTVN-CBS Reno, NV	RTC
666	KTVN-HD-CBS Reno, NV	RTC
667	KTVO-ABC Kirksville, MO	RTC
668	KTVT-CBS Fort Worth, TX	RTC
669	KTVT-DT Decades Fort Worth, TX	RTC
670	KTVT-HD-CBS Fort Worth, TX	RTC
671	KTVW-HD-Univision Phoenix, AZ	RTC
672	KTVW-Univision Phoenix, AZ	RTC
673	KTWU-2 Mhz World View Topeka, KS	Must Carry
674	KTWU-HD-PBS Topeka, KS	Must Carry
675	KTWU-PBS Topeka, KS	Must Carry
676	KTXA-HD IND Fort Worth, TX	RTC
677	KTXA-IND Fort Worth, TX	RTC
678	KTXD-DT IND Greenville, TX	Must Carry
679	KTXD-HD IND Greenville, TX	Must Carry
680	KTXE-HD ABC San Angelo, TX	RTC
681	KTXE-LP ABC San Angelo, TX	RTC
682	KTXH-DT MOVIES! Houston, TX	RTC
683	KTXH-HD MNT Houston, TX	RTC
684	KTXH-MNT Houston, TX	RTC
685	KTXL DT Antenna TV	RTC
686	KTXL-FOX Sacramento, CA	RTC
687	KTXL-FOX Sacramento, CA (s-T)	RTC
688	KTXL-HD-FOX Sacramento, CA	RTC
689	KTXS-ABC Sweetwater, TX	RTC
690	KTXS-ABC Sweetwater, TX (s-T)	RTC
691	KTXS-DT Me TV Abilene, TX	RTC
692	KTXS-DT Radar Sweetwater, TX	RTC
693	KTXS-DT-CW Sweetwater, TX	RTC

694	KTXS-HD ABC Sweetwater, TX	RTC
695	KTXS-HD-ABC Sweetwater, TX (s-T)	RTC
696	KUBE-IND Baytown, TX	Must Carry
697	KUHT-DT PBS Create Houston, TX	Must Carry
698	KUHT-DT PBS VME Houston, TX	Must Carry
699	KUHT-HD-PBS Houston, TX	Must Carry
700	KUHT-PBS Houston, TX	Must Carry
701	KUID-PBS Moscow, ID	Must Carry
702	KUNU-LP Univision Victoria, TX	RTC
703	KUPB-(UNV) Midland, TX	RTC
704	KUPB-(UNV) Midland, TX (s-T)	RTC
705	KUPB-HD Univision Midland TX	RTC
706	KUTP DT Movies Phoenix, AZ	RTC
707	KUTP-HD-MNT Phoenix, AZ	RTC
708	KUTP-MNT Phoenix, AZ	RTC
709	KUVN-HD UNIV Garland, TX	RTC
710	KUVN-TV (UNV) Garland, TX	RTC
711	KUVS-Univision Modesto, CA	RTC
712	KUVS-Univision Modesto, CA (s-T)	RTC
713	KUVU-LP CW Eureka, CA	RTC
714	KVCT-DT-This TV Victoria, TX	RTC
715	KVCT-FOX Victoria, TX	RTC
716	KVCT-HD-Fox Victoria, TX	RTC
717	KVCW This TV	RTC
718	KVCW ZUUS	RTC
719	KVCW-CW Las Vegas	RTC
720	KVCW-CW Las Vegas(s-T)	RTC
721	KVCW-HD-CW Las Vegas	RTC
722	KVEA-TMO Corona, CA	RTC
723	KVHC-LP Kerrville, TX	Must Carry
724	KVHP-DT CW Lake Charles, LA	RTC
725	KVHP-DT HD CW Lake Charles, LA	RTC
726	KVHP-FOX Lake Charles, LA	RTC
727	KVHP-HD-Fox Lake Charles, LA	RTC
728	KVIE-HD PBS Sacramento, CA	Must Carry
729	KVIE-PBS Sacramento, CA	Must Carry
730	KVIE-PBS Sacramento, CA (s-T)	Must Carry
731	KVIH-ABC Clovis, NM	RTC
732	KVIH-DT-Grit TV Clovis, NM	RTC
733	KVII-ABC Amarillo, TX	RTC
734	KVII-ABC Amarillo, TX (s-T)	RTC
735	KVII-DT-CW Amarillo, TX	RTC
736	KVII-DT-Grit TV Amarillo, TX	RTC
737	KVII-HD ABC Amarillo, TX	RTC
738	KVII-HD ABC Amarillo, TX (s-T)	RTC
739	KVIQ-CBS Eureka, CA	RTC
740	KVIQ-HD-CBS Eureka, CA	RTC
741	KVMY-HD-My TV Las Vegas	RTC
742	KVMY-My TV Las Vegas	RTC
743	KVMY-My TV Las Vegas(s-T)	RTC

744	KVPT-PBS Fresno, CA (s-T)	Must Carry
745	KVTH-IND Hot Springs, AR	Must Carry
746	KVTJ-IND Jonesboro, AR	Must Carry
747	KVTN-IND Pine Bluff, AR	Must Carry
748	KVTX-LP Victoria, TX	RTC
749	KVUE-ABC Austin, TX	RTC
750	KVUE-DT-Estrella	RTC
751	KVUE-HD-ABC Austin, TX	RTC
752	KVVU WX Plus	RTC
753	KVVU-Fox Las Vegas	RTC
754	KVVU-HD-Fox Las Vegas	RTC
755	KWBM DT Daystar Harrison, AR	Must Carry
756	KWCH-CBS Hutchinson, KS	RTC
757	KWEM-LP (IND) Stillwater, OK	Must Carry
758	KWES-DT CW	RTC
759	KWES-HD NBC Odessa, TX	RTC
760	KWES-HD-NBC Odessa, TX (s-T)	RTC
761	KWES-NBC Odessa, TX	RTC
762	KWES-NBC Odessa, TX (s-T)	RTC
763	KWET-PBS Cheyenne, OK	Must Carry
764	KWHB-IND Tulsa, OK	Must Carry
765	KWKT-FOX Waco, TX	RTC
766	KWMS-LP West Monroe, LA	RTC
767	KWTV-CBS Oklahoma City, OK	RTC
768	KWTV-DT News 9 Now Oklahoma City, OK	RTC
769	KWTV-HD-CBS Oklahoma City, OK	RTC
770	KWTX-CBS Waco, TX	RTC
771	KWTX-DT-CW Waco, TX	RTC
772	KWWT-DT TeleRomantica Odessa, TX	RTC
773	KWWT-DT-Movies! Odessa, TX	RTC
774	KWWT-ME TV Odessa, TX	RTC
775	KXAN-HD-NBC Austin, TX	RTC
776	KXAN-NBC Austin, TX	RTC
777	KXAS-DT Cozi TV Ft. Worth, TX	RTC
778	KXAS-HD-NBC Ft. Worth, TX	RTC
779	KXAS-NBC Fort Worth, TX	RTC
780	KXII-CBS Sherman, TX	RTC
781	KXII-HD CBS Sherman, TX	RTC
782	KXIP-CBS Paris, TX	RTC
783	KXLN-HD Univision Rosenberg, TX	RTC
784	KXLN-TV (UNV) Rosenberg, TX	RTC
785	KXLY-ABC Spokane, WA (s-C)	RTC
786	KXLY-DT Me TV Spokane, WA	RTC
787	KXLY-HD-ABC Spokane, WA	RTC
788	KXNW-DT My Network Ft. Smith, AR	RTC
789	KXNW-HD My Network Ft. Smith, AR	RTC
790	KXOK-LP Enid, OK	Must Carry
791	KXTQ-CA (TMO) Lubbock, TX	RTC
792	KXTQ-HD (TMO) Lubbock, TX	RTC
793	KXTS-CBS Victoria, TX	RTC

794	KXTS-DT Antenna TV Victoria, TX	RTC
795	KXTS-HD CBS Victoria, TX	RTC
796	KXTV-ABC Sacramento, CA	RTC
797	KXTV-ABC Sacramento, CA (s-T)	RTC
798	KXTV-HD-ABC Sacramento, CA	RTC
799	KXTX-DT Exitos TV Dallas, TX	RTC
800	KXTX-HD Telemundo Dallas, TX	RTC
801	KXTX-TV (TMO) Dallas, TX	RTC
802	KXVA-FOX Abilene, TX	RTC
803	KXVA-HD-FOX Abilene, TX	RTC
804	KXXV-ABC Waco, TX	RTC
805	KXXV-DT (TMO) Waco, TX	RTC
806	KXXV-HD Telemundo Waco, TX	RTC
807	KY 3 Branson Visitor TV	RTC
808	KY 3 Weather Plus	RTC
809	KYAZ TV Azteca Katy, TX	Must Carry
810	KYLE-DT Estrella	RTC
811	KYLE-FOX/MNT Bryan, TX	RTC
812	KYLE-HD Fox Bryan, TX	RTC
813	KYTV-DT Cozi TV Springfield, MO	RTC
814	KYTV-HD-NBC Springfield, MO	RTC
815	KYTV-NBC Springfield, MO	RTC
816	KYTX-CBS Nacogdoches, TX	RTC
817	KYTX-CBS Nacogdoches, TX (s-T)	RTC
818	KYTX-DT2-CW Nacogdoches, TX	RTC
819	KYTX-HD-CBS Nacogdoches, TX	RTC
820	KYTX-ME TV Nacogdoches, TX	RTC
821	KZJL-Estrella TV Houston, TX	RTC
822	KZJL-HD Estrella TV Houston, TX	RTC
823	KZOU-HD-MNT Columbia, MO	RTC
824	KZOU-MNT Columbia, MO	RTC
825	LVTV ESTRELLA (KVMY)	RTC
826	UNC-TV EX (SD) (WUNC)	Must Carry
827	UNC-TV Kids (SD) (WUNC)	Must Carry
828	WABG-ABC Greenwood, MS	RTC
829	WABG-DT2 Delta Fox Greenwood, MS	RTC
830	WABG-HD ABC Greenwood, MS	RTC
831	WABG-HD-FOX Greenwood, MS	RTC
832	WBCB-DT-CW Youngstown, OH(WFMJ)	RTC
833	WBCB-HD-CW Youngstown, OH	RTC
834	WBKO-ABC Bowling Green, KY	RTC
835	WBNS-CBS Columbus, OH	RTC
836	WBNS-CBS Columbus, OH (s-T)	RTC
837	WBNX-CW Cleveland, OH	Must Carry
838	WBNX-HD-CW Cleveland, OH	Must Carry
839	WBOY-DT-ABC Clarksburg, WV	RTC
840	WBOY-HD-ABC Clarksburg, WV	RTC
841	WBOY-HD-NBC Clarksburg, WV	RTC
842	WBOY-NBC Clarksburg, WV	RTC
843	WBRA-HD-PBS Roanoke, VA	Must Carry

844	WBRA-PBS Roanoke, VA	Must Carry
845	WBUY-TBN Holly Springs, MS	Must Carry
846	WCHS-ABC Charleston, WV	RTC
847	WCHS-DT Get TV Charleston, WV	RTC
848	WCHS-DT-Grit TV Charleston, WV	RTC
849	WCHS-HD-ABC Charleston, WV	RTC
850	WCTI-ABC New Bern, NC	RTC
851	WCTI-DT MOVIES New Bern, NC	RTC
852	WCTI-HD-ABC New Bern, NC	RTC
853	WDAF-DT Antenna TV Kansas City, MO	RTC
854	WDAF-FOX Kansas City, MO	RTC
855	WDAF-HD-FOX Kansas City, MO	RTC
856	WDBJ-CBS Roanoke, VA	RTC
857	WDBJ-DT (My TV) Roanoke, VA	RTC
858	WDBJ-HD-CBS Roanoke, VA	RTC
859	WDLI-TBN Canton, OH	Must Carry
860	WDTV Weather	RTC
861	WDTV-CBS Weston, WV	RTC
862	WDTV-HD-CBS Weston, WV	RTC
863	Weather Plus(KYTV-Springfield)	RTC
864	WEPX-HD ION Greenville, NC	Must Carry
865	WEPX-ION Greenville, NC	Must Carry
866	WEWS-ABC Cleveland, OH	RTC
867	WEWS-HD-ABC Cleveland, OH	RTC
868	WFAA-ABC 8 Dallas, TX	RTC
869	WFAA-DT Local AccuWeather Dallas, TX	RTC
870	WFAA-DT The Justice Network Dallas, TX	RTC
871	WFAA-HD-ABC Dallas, TX	RTC
872	WFMJ-HD-NBC Youngstown, OH	RTC
873	WFMJ-NBC Youngstown, OH	RTC
874	WFXI-DT Bounce TV Greenville, NC	RTC
875	WFXI-FOX Greenville, NC	RTC
876	WFXI-HD-FOX Greenville, NC	RTC
877	WFXR-DT-CW Roanoke, VA	Must Carry
878	WFXR-FOX Roanoke, VA	Must Carry
879	WFXR-HD-FOX Roanoke, VA	Must Carry
880	WHBQ-DT MOVIES! Memphis, TN	RTC
881	WHBQ-FOX HD Memphis, TN	RTC
882	WHBQ-FOX Memphis, TN	RTC
883	WHCQ-MNT Cleveland, MS	Must Carry
884	WHIG-LP Rocky Mount, NC	Must Carry
885	WHIZ-HD-NBC Zanesville, OH	RTC
886	WHIZ-NBC Zanesville, OH	RTC
887	WITN DT Me TV Washington NC	RTC
888	WITN DT My TV Eastern Carolina	RTC
889	WITN-HD-NBC Washington, NC	RTC
890	WITN-NBC Washington, NC	RTC
891	WIYE CBS Marietta, OH	RTC
892	WIYE-DT2-MNT	RTC
893	WIYE-HD-CBS Marietta, OH	RTC

894	WJOS-LP Pomeroy, OH	Must Carry
895	WJTV-CBS Jackson, MS	RTC
896	WJW-DT Antenna TV Cleveland, OH	RTC
897	WJW-FOX Cleveland, OH	RTC
898	WJW-HD-FOX Cleveland, OH	RTC
899	WKBN-CBS Youngstown, OH	RTC
900	WKBN-HD-CBS Youngstown, OH	RTC
901	WKLE-PBS Lexington, KY	Must Carry
902	WKMR-PBS Morehead, KY	Must Carry
903	WKNO-PBS Memphis, TN	Must Carry
904	WKPI-PBS Pikeville, KY	Must Carry
905	WKRN-ABC Nashville, TN	RTC
906	WKRN-HD-ABC Nashville, TN	RTC
907	WKYC-HD-NBC Cleveland, OH	RTC
908	WKYC-NBC Cleveland, OH	RTC
909	WKYT-CBS Lexington, KY (s-T)	RTC
910	WKYU-PBS Bowling Green, KY	Must Carry
911	WLBT-HD NBC Jackson, MS	RTC
912	WLBT-NBC Jackson, MS	RTC
913	WLFB-IND Bluefield, WV	Must Carry
914	WLFG-IND Grundy, VA	Must Carry
915	WLFL-CW Raleigh, NC	RTC
916	WLMT-CW Memphis, TN	RTC
917	WLPX-HD-ION Charleston, WV	Must Carry
918	WLPX-ION Charleston, WV	Must Carry
919	WMAO-HD PBS Greenwood, MS	Must Carry
920	WMAO-PBS Greenwood, MS	Must Carry
921	WMC-DT Bounce TV Memphis, TN	RTC
922	WMC-DT Grit TV Memphis, TN	RTC
923	WMC-HD-NBC Memphis, TN	RTC
924	WMC-NBC Memphis, TN	RTC
925	WNAB-CW Nashville, TN	RTC
926	WNAB-HD-CW Nashville, TN	RTC
927	WNBD-HD NBC Grenada, MS	RTC
928	WNBD-NBC Grenada, MS	RTC
929	WNCN Antenna TV Goldboro, NC	RTC
930	WNCN-HD-NBC Goldboro, NC	RTC
931	WNCN-NBC Goldsboro, NC	RTC
932	WNCR-LP Tarboro, NC	Must Carry
933	WNCT-CBS Greenville, NC	RTC
934	WNCT-DT-CW Greenville, NC	RTC
935	WNCT-HD-CBS Greenville, NC	RTC
936	WNEO-ETV Alliance, OH	Must Carry
937	WNPB-HD PBS Morgantown, WV	Must Carry
938	WNPB-PBS Morgantown, WV	Must Carry
939	WNPT-HD PBS Nashville, TN	Must Carry
940	WNPT-PBS Nashville, TN	Must Carry
941	WNPX-HD-ION Cookeville, TN	Must Carry
942	WNPX-ION Cookeville, TN	Must Carry
943	WNTZ-FOX/MNT 48 Natchez, MS	RTC

944	WNTZ-HD-Fox Natchez, MS	RTC
945	WOAI-TV NBC San Antonio, TX (s-T)	RTC
946	WOAY-ABC Oak Hill, WV	RTC
947	WOAY-ABC-HD Oak Hill, WV	RTC
948	WOIO-CBS Cleveland, OH	RTC
949	WOIO-HD-CBS Cleveland, OH	RTC
950	WOUB-HD-PBS Athens, OH	Must Carry
951	WOUB-PBS Athens, OH	Must Carry
952	WOUC-PBS Cambridge, OH	Must Carry
953	WOVA TV-FOX	RTC
954	WOVA-HD-FOX Parkersburg, WV	RTC
955	WOWK-CBS Huntington, WV	RTC
956	WOWK-HD-CBS Huntington, WV	RTC
957	WPBY 2 TV-PBS Huntington, WV	Must Carry
958	WPBY TV-PBS Huntington, WV	Must Carry
959	WPBY-HD-PBS Huntington, WV	Must Carry
960	WPGD-IND Hendersonville, TN	Must Carry
961	WPGH-FOX Pittsburgh, PA	RTC
962	WPRQ-LP Clarksdale, MS	Must Carry
963	WPTY-ABC HD Memphis, TN	RTC
964	WPTY-ABC Memphis, TN	RTC
965	WPXR-HD-ION Roanoke, VA	Must Carry
966	WPXR-ION Roanoke, VA	Must Carry
967	WPXX-HD ION Memphis, TN	Must Carry
968	WPXX-ION Memphis, TN	Must Carry
969	WQCW-CW Portsmouth, OH	RTC
970	WQCW-HD-CW Portsmouth, OH	RTC
971	WQHS-Univision Cleveland, OH	RTC
972	WRAL DT This TV (SD)	RTC
973	WRAL-CBS Raleigh, NC	RTC
974	WRAL-HD-CBS Raleigh, NC	RTC
975	WRAY-IND Wilson, NC	Must Carry
976	WRAZ Digital RTN	RTC
977	WRAZ DT (SD)	RTC
978	WRAZ-FOX Raleigh, NC	RTC
979	WRAZ-HD-FOX Raleigh, NC	RTC
980	WRDC-MNT Durham, NC	RTC
981	WREG-CBS Memphis, TN	RTC
982	WREG-DT Antenna TV Memphis, TN	RTC
983	WREG-DT News Channel 3 Anytime Memphis, TN	RTC
984	WREG-HD-CBS Memphis, TN	RTC
985	WRLM-IND Canton, OH	Must Carry
986	WRPX-HD ION Rocky Mt, NC	Must Carry
987	WRPX-ION Rocky Mount, NC	Must Carry
988	WSAZ-DT-(MyZ) Huntington, WV	RTC
989	WSAZ-HD-NBC Huntington, WV	RTC
990	WSAZ-NBC Huntington, WV	RTC
991	WSET-ABC Lynchburg, VA	RTC
992	WSET-HD-ABC Lynchburg, VA	RTC
993	WSLS-DT Me TV Roanoke, WV	RTC

994	WSLS-HD-NBC Roanoke, VA	RTC
995	WSLS-NBC Roanoke, VA	RTC
996	WSMV-DT Heartland Nashville, TN	RTC
997	WSMV-HD NBC Nashville, TN	RTC
998	WSMV-NBC Nashville, TN	RTC
999	WSWP-PBS Grandview, WV	Must Carry
1000	WSWP-PBS-HD Grandview, WV	Must Carry
1001	WSYX-ABC Columbus, OH	RTC
1002	WSYX-ABC Columbus, OH (s-T)	RTC
1003	WTAE-ABC Pittsburgh, PA	RTC
1004	WTAP-DT2-Pinpoint Weather	RTC
1005	WTAP-HD-NBC Parkersburg, WV	RTC
1006	WTAP-NBC Parkersburg, WV	RTC
1007	WTMH LP-HD-IND Kinston, NC	Must Carry
1008	WTMH-DT Antenna TV Kinston, NC	Must Carry
1009	WTMH-IND Kinston, NC	Must Carry
1010	WTOV DT Fox Steubenville, OH	RTC
1011	WTOV HD FOX Steubenville, OH	RTC
1012	WTOV Me TV Steubenville, OH	RTC
1013	WTOV-HD NBC Steubenville, OH	RTC
1014	WTOV-NBC Steubenville, OH	RTC
1015	WTRF-CBS Wheeling, WV	RTC
1016	WTRF-DT My TV Wheeling, WV	RTC
1017	WTRF-DT-ABC Wheeling, WV	RTC
1018	WTRF-HD CBS Wheeling, WV	RTC
1019	WTSF-IND Ashland, KY	Must Carry
1020	WTTE-FOX Columbus, OH (s-T)	RTC
1021	WTV-D HD Live Well	RTC
1022	WTV-D SD Live Well	RTC
1023	WTV-D-ABC Durham, NC	RTC
1024	WTV-D-HD-ABC Durham, NC	RTC
1025	WTVF-CBS Nashville, TN	RTC
1026	WTVF-HD CBS Nashville, TN	RTC
1027	WTVV-DT IND(ETV) Memphis, TX	Must Carry
1028	WUAB-MNT Cleveland, OH	RTC
1029	WUNC-HD-PBS Chapel Hill, NC	Must Carry
1030	WUNK-PBS Greenville, NC	Must Carry
1031	WUXP-MNT Nashville, TN	RTC
1032	WVAH - Country Network Charleston WV	RTC
1033	WVAH-FOX Charleston, WV	RTC
1034	WVAH-HD-FOX Charleston, WV	RTC
1035	WVFX-DT-CW Clarksburg, WV	RTC
1036	WVFX-FOX Clarksburg, WV	RTC
1037	WVFX-HD-FOX Clarksburg, WV	RTC
1038	WVIZ-ETV Cleveland, OH	Must Carry
1039	WVIZ-HD-PBS Cleveland, OH	Must Carry
1040	WVLA-NBC 33 Baton Rouge, LA	RTC
1041	WVLA-NBC-HD Baton Rouge, LA	RTC
1042	WVNS-CBS Lewisburg, WV	RTC
1043	WVNS-CBS-HD Lewisburg, WV	RTC

1044	WVNS-DT-FOX Lewisburg, WV	RTC
1045	WVNS-HD-FOX Lewisburg, WV	RTC
1046	WVPX-HD-ION Akron, OH	Must Carry
1047	WVPX-ION Akron, OH	Must Carry
1048	WVVA-DT CW Bluefield, WV	RTC
1049	WVVA-DT Me TV Bluefield, WV	RTC
1050	WVVA-HD CW Bluefield, WV	RTC
1051	WVVA-NBC Bluefield, WV	RTC
1052	WVVA-NBC-HD Bluefield, WV	RTC
1053	WXVT-CBS Greenville, MS	RTC
1054	WXVT-HD-CBS Greenville, MS	RTC
1055	WYDO-DT Bounce TV Greenville, NC	RTC
1056	WYDO-FOX Greenville, NC	RTC
1057	WYDO-HD Fox Greenville, NC	RTC
1058	WYFX-HD-Fox Youngstown, OH	RTC
1059	WYFX-LP Fox Youngstown, OH	RTC
1060	WYMT- HD This TV Hazard, KY	RTC
1061	WYMT-CBS Hazard, KY	RTC
1062	WYTV-ABC Youngstown, OH	RTC
1063	WYTV-DT Bounce TV Youngstown, OH	RTC
1064	WYTV-HD-ABC Youngstown, OH	RTC
1065	WZTV-FOX Nashville, TN	RTC
1066	WZTV-HD FOX Nashville, TN	RTC

Section 3.10(d)
Pole Attachment Agreement Matters

[Redacted]

Section 3.11

Environmental Laws

None.

Section 3.12(a)

Company Benefit Plans

1. Suddenlink Management GPLP Limited Partnership Carry Unit Plan and agreements related thereto
2. CPPIB-Suddenlink GP LP Carry Unit Plan and agreements related thereto
3. BC European Capital – Suddenlink GP LP Carry Unit Plan and agreements related thereto
4. Employee Incentive Compensation Plans and Commission Plans
5. Independent Members of the Board of Directors hold Profits Interest Units. The Independent Members also receive travel and expense reimbursement for Board Meeting attendance.
6. Cequel III 401(k) Plan
7. Suddenlink Communications Healthcare Plan
8. Suddenlink Communications Dental Plan
9. Suddenlink Communications Vision Plan
10. Suddenlink Communications Group Life, AD&D and STD/LTD Plan
11. Suddenlink Communications Cafeteria Plans
12. Suddenlink Communications Flexible Benefits Plan
13. Suddenlink Communications Employee Assistance Program
14. Universal Cable Holdings, Inc. d/b/a Suddenlink Communications Employer Participation Agreement (with Express Scripts, Inc.)
15. Universal Cable Holdings, Inc. Employee Safety Program Benefit Plan
16. Paid Time-Off Program (See Employee Handbook)
17. Paid Leave Programs (See Employee Handbook)
18. Miscellaneous benefits as described in the employee handbook

Section 3.12(b)

Company Benefit Plans and Related Matters - Compliance

1. [Redacted]
2. Until the 2011 plan year, the Cequel III and Suddenlink Communications employee groups were tested on a disaggregated basis under the Cequel III 401(k) Plan. Beginning in 2011, testing under the Cequel III 401(k) Plan has been conducted on an aggregated basis pursuant to the affiliated service group rules.
3. In 2012, the Company discovered that it had failed to file Form 5500s for the Universal Cable Holdings, Inc. d/b/a Suddenlink Communications Employee Safety Program Benefit Plan for certain periods prior to 2012. The Company entered into a voluntary compliance program with the U.S. Department of Labor.

Section 3.12(c)
Company Benefit Plans and Related Matters – Claims

[Redacted]

Section 3.12(d)
Company Benefit Plans and Related Matters – Payments

Based on a preliminary review, the Company anticipates that the following individuals will receive an excess parachute payment subject to Section 7.15 of the Agreement: [Redacted]

The above list is subject to revision following review of compensation information in effect shortly before Closing.

Section 3.12(e)
Company Benefit Plans and Related Matters
Post-Employment

1. Post-employment benefits pursuant to the Cequel III 401(k) Plan.
2. Post-employment exercise rights pursuant to the Suddenlink Management GPLP Limited Partnership Carry Unit Plan and agreements related thereto.
3. Post-employment exercise rights pursuant to the CPPIB-Suddenlink GP LP Carry Unit Plan and agreements related thereto.
4. Post-employment exercise rights pursuant to the BC European Capital – Suddenlink GP LP Carry Unit Plan and agreements related thereto.
5. Post-employment benefits pursuant to the Suddenlink Communications Group Life, AD&D and STD/LTD Plan.
6. The Company is a party to Severance and Release Agreements with certain former employees, such agreements require the Company to provide post-employment salary and benefits for designated periods. None of such agreements, individually or in the aggregate, are material.

Section 3.14 Litigation

Outstanding Employment Litigation Matters:

Claimant/Plaintiff	Date Filed	Location	Description of Allegations	Status
[Redacted]	1/22/2014	U.S. District Court, Northern District of California	Discrimination based on age; breach of contract; negligence; intentional infliction of emotional distress; negligent infliction of emotional distress; wrongful termination in violation of public policy	Charges filed with CA Dept. of Fair Employment and Housing and EEOC were dismissed in 2013; suit filed in 2014. Motion for summary judgment is pending. Trial set for July 2015.
[Redacted]	9/10/2014	Circuit Court of Mercer County, West Virginia	Discrimination based on age and disability	Currently conducting discovery
[Redacted]	9/24/2014	Circuit Court of Putman County, West Virginia	Retaliation for filing a workers' compensation claim	Currently conducting discovery
[Redacted]	12/26/2014	U.S. District Court, Western District of Louisiana	Discrimination based on race; retaliation	Two charges filed with EEOC in 2011 were dismissed in 2014; suit filed thereafter. Partial motion to dismiss is pending.

Insurance Claims: There are a number of claims pending against the Company or the Company Subsidiaries, which are covered under the Company's insurance policies, including with respect to workers compensation and auto liability.

Intellectual Property Matters - The disclosures contained on Section 3.19(c) of the Company Disclosure Schedule are incorporated herein.

Section 3.17 Tax Matters

(c)

Entity	Tax Jurisdiction	Tax Type	Waiver Period
Cebridge Acquisition, L.P.	Beauregard Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Lincoln Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Morehouse Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Natchitoches Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Sabine Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Webster Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Winn Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	St Mary's Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	Vernon Parish	Sales	2011 thru YE 2015
Cebridge Acquisition, L.P.	City of Monroe	Sales	2011 thru YE 2015
Cebridge Acquisition, LLC	West Virginia	Sales	2011 thru YE 2015
Ceque III Communications I, LLC	West Virginia	Sales	2011 thru YE 2015
Ceque III Communications II, LLC	West Virginia	Sales	2011 thru YE 2015
Kingwood Security Services, LLC	West Virginia	Sales	2011 thru YE 2015
Cebridge Telecom WV, LLC	West Virginia	Sales	2011 thru YE 2015
NPG Digital Phone, LLC	Missouri	Sales	2011 thru YE 2015
NPG Cable, LLC	Missouri	Sales	2011 thru YE 2015

Section 3.17(k) Tax Matters - Entity Classification

Entity Classifications for U.S. Federal Income Tax Purposes

Entity	Classification for U.S. Federal Income Tax Purposes
Appalachian Communications, LLC	Disregarded
A R H, Ltd.	Corporation
Cable Systems, Inc.	Corporation
Cebridge Acquisition, LLC	Disregarded
Cebridge Acquisition, L.P.	Disregarded
Cebridge Connections, Inc.	Corporation
Cebridge Connections Equipment Sales, LLC	Disregarded
Cebridge Connections Finance Corp.	Corporation
Cebridge Corporation	Corporation
Cebridge General, LLC	Disregarded
Cebridge Limited, LLC	Disregarded
Cebridge Telecom CA, LLC	Disregarded
Cebridge Telecom General, LLC	Disregarded
Cebridge Telecom ID, LLC	Disregarded
Cebridge Telecom IN, LLC	Disregarded
Cebridge Telecom KS, LLC	Disregarded
Cebridge Telecom KY, LLC	Disregarded
Cebridge Telecom LA, LLC	Disregarded
Cebridge Telecom Limited, LLC	Disregarded
Cebridge Telecom MS, LLC	Disregarded
Cebridge Telecom MO, LLC	Disregarded

Entity	Classification for U.S. Federal Income Tax Purposes
Cebridge Telecom NC, LLC	Disregarded
Cebridge Telecom NM, LLC	Disregarded
Cebridge Telecom OH, LLC	Disregarded
Cebridge Telecom OK, LLC	Disregarded
Cebridge Telecom TX, L.P.	Disregarded
Cebridge Telecom VA, LLC	Disregarded
Cebridge Telecom WV, LLC	Disregarded
Cequel III Communications I, LLC	Disregarded
Cequel III Communications II, LLC	Disregarded
Cequel Capital Corporation ¹	Corporation
Cequel Communications, LLC	Disregarded
Cequel Communications II, LLC	Disregarded
Cequel Communications III, LLC	Disregarded
Cequel Communications IV, LLC	Disregarded
Cequel Communications Holdco, LLC	Disregarded
Cequel Communications Holdings, LLC	Disregarded
Cequel Communications Holdings I, LLC	Disregarded
Cequel Communications Holdings II, LLC	Disregarded
Cequel Communications Access Services, LLC	Disregarded
Cequel Corporation	Corporation
Classic Cable, Inc.	Corporation
Classic Cable of Louisiana, L.L.C.	Partnership
Classic Cable of Oklahoma, Inc.	Corporation

¹ Entity inactive since formation

Entity	Classification for U.S. Federal Income Tax Purposes
Classic Communications, Inc.	Corporation
Excell Communications, Inc.	Corporation
Friendship Cable of Arkansas, Inc.	Corporation
Friendship Cable of Texas, Inc.	Corporation
Hornell Television Service, Inc.	Corporation
Kingwood Holdings LLC	Disregarded
Kingwood Security Services, LLC	Disregarded
NPG Cable, LLC	Disregarded
Mercury Voice and Data, LLC	Disregarded
NPG Digital Phone, LLC	Disregarded
ORBIS 1, L.L.C.	Disregarded
Universal Cable Holdings, Inc.	Corporation
TCA Communications, L.L.C.	Disregarded
W.K. Communications, Inc.	Corporation
[Redacted], LLC	Partnership
[Redacted], LLC	Partnership
[Redacted], LLC	Partnership

Section 3.18(a)

Material Contracts

(i)

1. Master Service Agreement by and between, [Redacted], dated December 30, 2014.
2. Asset Purchase Agreement by and between Cequel Communications, LLC and Telecommunications Managment, LLC, dated October 3, 2012.

(ii)

The Pole Attachment Agreements with the following companies:

AEP Texas North Company
AEP Texas Central Company
Oncor Electric Delivery Company
Entegy Corp. (+)
Cleco Power LLC
Bellsouth Telecommunications, Inc.
South Central Bell Telephone Company
Pacific Bell
Pacific Bell Telephone Company
Southwestern Bell Telephone Company, L.P. d/b/a AT&T Texas, AT&T Missouri, AT&T Arkansas and/or AT&T Oklahoma
Southwestern Bell Telephone Company
Southwestern Bell Telephone and Telegraph Company
Frontier West Virginia, Inc.
Citizens Telecommunications Company of West Virginia
Citizens Communications (+)
North Arkansas Electric Cooperative, Inc.
City of College Station, Texas
First Electric Cooperative Corporation (+)
White River Valley Electric Cooperative (+)

(iii)

1. Employment Offer Letter to [Redacted] dated January 2, 2014.

2. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated April 29, 2015.
3. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated December 16, 2014.
4. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated May 7, 2015.
5. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated June 30, 2014.
6. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated March 2, 2015.
7. Severance Agreement and Release of all Claims by and between [Redacted] and Universal Cable Holdings, Inc. d/b/a Suddenlink Communications, dated November 21, 2014.
8. Release and Settlement of All Claims by and between Cequel Communications, LLC d/b/a Suddenlink Communications and its Released Parties (as defined therein), on the one hand, and [Redacted], on the other hand, dated December 2, 2014.

(iv)

1. Purchase Agreement between [Redacted] and Cequel Communications, LLC, dated January 1, 2014.
2. Master Service Agreement by and between, [Redacted], dated December 30, 2014.

(v)

1. Dedicated Internet Agreement by and between J&R Electronics, Inc. and Suddenlink, dated September 7, 2011. (+)[Redacted]
2. Internet Service Agreement by and between First Step Internet and Suddenlink Communications, dated August 27, 2013. (+)
3. Internet Service Agreement by and between First Step Internet and Suddenlink Communications, dated August 6, 2013. (+)

(vi)

1. [Redacted].
2. [Redacted].

3. [Redacted].
4. [Redacted].
5. [Redacted].
6. [Redacted].
7. [Redacted].
8. [Redacted].
9. [Redacted].
10. [Redacted].
11. [Redacted].
12. [Redacted].
13. [Redacted].
14. [Redacted].
15. [Redacted].
16. [Redacted].
17. [Redacted].
18. [Redacted].
19. [Redacted].
20. [Redacted].
21. [Redacted].
22. [Redacted].
23. [Redacted].
24. [Redacted].
25. [Redacted].

(vii) None.

(viii)

[Redacted]

(ix)

[Redacted]

(x)

1. Joint Venture and Limited Liability Company Operating Agreement dated as of December 30, 2014 of [Redacted], LLC and related Master Services Agreements:

- i) Master Services Agreement dated as of December 30, 2014 between [Redacted] LLC and [Redacted].
- ii) Master Services Agreement dated as of December 30, 2014 between [Redacted], LLC and [Redacted] LLC.

2. [Redacted], LLC Limited Liability Company Agreement, dated December 28, 2009 [Redacted].

3. [Redacted] LLC Limited Liability Company Agreement dated December 20, 2008 [Redacted]. (+)

4. [Redacted] LLC Limited Liability Company Agreement dated January 27, 2003, as amended [Redacted]

5. [Redacted] LLC Limited Liability Company Agreement dated May 5, 2006 and [Redacted].

6. [Redacted] LLC Limited Liability Company Agreement dated October 30, 2006 and [Redacted].

(xi)

1. Release and Settlement of All Claims by and between Cequel Communications, LLC d/b/a Suddenlink Communications and its Released Parties (as defined therein), on the one hand, and [Redacted], on the other hand, dated December 2, 2014.

(xii)

[Redacted]

(xiii)

1. Asset Purchase Agreement by and between Northland Cable Properties, Inc. And Northland Cable Ventures, LLC and Cequel Communications, LLC, dated October 2, 2013 and all ancillary documents related thereto.
2. Stock Purchase Agreement by and between News-Press & Gazette Company and Cequel Communications, LLC, dated November 24, 2010 and all ancillary documents related thereto.
3. Asset Purchase Agreement by and between Ultra Communications Group, LLC and NPG Cable, LLC, dated July 7, 2014 and all ancillary documents related thereto.
4. Asset Purchase Agreement by and between Windjammer Communications LLC and Cebridge Acquisition, L.P.

(xiv)

Intercompany Indebtedness (+):

Borrower	Payee	Amount
Universal Cable Holdings, Inc.	Classic Cable, Inc.	[Redacted]
Friendship Cable of Texas, Inc.	Universal Cable Holdings, Inc.	[Redacted]
Cequel III Communications I, LLC	Cebridge Connections, Inc.	[Redacted]

(xv) Management Agreement

(xvi)

[Redacted]

(xvii)

1. Credit Agreement and ancillary documents thereto.

[Redacted].

Section 3.18(b)
Material Contract - Not Made Available

1. [Redacted]

2. [Redacted]

3. [Redacted]

4. [Redacted]

5. [Redacted]

6. [Redacted]

7. [Redacted]

8. [Redacted]

9. Intercompany Indebtedness:

Borrower	Payee	Amount
Universal Cable Holdings, Inc.	Classic Cable, Inc.	[Redacted]
Friendship Cable of Texas, Inc.	Universal Cable Holdings, Inc.	[Redacted]
Cequel III Communications I, LLC	Cebridge Connections, Inc.	[Redacted]

10. The items notated with a * set forth on Section 3.21 herein

Section 3.18(c)
Material Contract Potential Breach

1. [Redacted].
2. The items set forth on Section 3.10(d) are incorporated herein by reference.

Section 3.19(a) Intellectual Property Matters

- (i) Patents and Patent Applications: None.
- (ii) Trademark and Service Mark Registrations and Applications:

Mark	Owner	Application #	Goods Description	Status	Reg. No.	Reg. Date
"EASY AS COUNTING TO ONE"	Cequel Communications, LLC, DBA Suddenlink Communications	77/594,970	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,713,173	11/17/2009
"THE WORLD'S EASIEST BUNDLE"	Cequel Communications, LLC, DBA Suddenlink Communications	77/595,913	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,713,176	11/17/2009
BOUNDLESS OFFICE	Cequel Communications, LLC, DBA Suddenlink Communications	85/945,915	009 - Computer software for computers and mobile devices, namely, smartphone and smartdevice applications, for providing integrated communication services	REGISTERED	4,708,861	3/24/2015
			038 - Telecommunications services, namely, local and long distance phone services, including single number access to multiple devices, voicemail, email notification, and electronic delivery of voicemail			
CONEXION UNICA	Cequel Communications, LLC, DBA Suddenlink Communications	78/899,274	038 - Communications and telecommunications services, namely, cable television transmission	REGISTERED	3,518,418	10/14/2008
GIGX	Cequel Communications, LLC, DBA Suddenlink Communications	86/565,217	037 Telecommunications network support services, namely, repair and maintenance; Repair services for telecommunications wiring and equipment; installing and maintaining telecommunications systems and equipment for others;			

		<p>telecommunications network support services, namely, repair and maintenance; maintenance of telecommunication networks</p> <p>038 Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services; Provision of telecommunication transmission of and access to video and audio content provided via video-on-demand, interactive television, pay per view and pay television subscription services; video-on-demand transmission services; interactive television broadcasting and transmission services providing access to information from third-party sources; Media services, namely, the transmission, broadcasting and delivery of audio, video and multimedia content through the internet, wireless communication networks, and computer networks; Voice mail services; auto-attendant services, namely, automated telephone answering and call transfer services, caller ID, home security and automation, and home networking services</p> <p>041 Entertainment services, namely, providing audio, video, and multimedia content, namely, television programs, clips, graphics and information relating to television programs in the fields of comedy, drama, action, variety, adventure, sports, musicals, current events and entertainment news, documentary and animation, by means of the internet, wireless communications networks, and computer networks; Digital video recording services</p> <p>042 Computer services, namely, providing a web-based system and online portal</p>			
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			featuring technology for enabling consumers to remotely manage, administer, modify and control their digital video recorders and DVR cable boxes; on-line system management services that allow users to remotely view, monitor, program, operate and control their digital video recorders and DVR cable boxes; Technical support services, namely, troubleshooting of problems with computer hardware and software that access a global computer network via telephone, electronic mail, fiber and coaxial cable; home security and automation, and home networking services, namely, providing a website featuring technology enabling users to remotely view, monitor, program, operate and control their home security system; home security and automation, and home networking services, namely, providing home electrical power automation systems comprising wireless and wired controllers, controlled devices, and software for appliances, lighting, HVAC, security and other home and office electrical power monitoring and control applications 045 home security monitoring using wireless and wired sensors for glass breakage, motion detectors, cameras and alarms			
G1GX	Cequel Communications, LLC, DBA Suddenlink Communications	86/565,227	037 Telecommunications network support services, namely, repair and maintenance; Repair services for telecommunications wiring and equipment; installing and maintaining telecommunications systems and equipment for others; telecommunications network support services, namely, repair and maintenance; maintenance of telecommunication	PENDING		



		<p>networks</p> <p>038 Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services; Provision of telecommunication transmission of and access to video and audio content provided via video-on-demand, interactive television, pay per view and pay television subscription services; video-on-demand transmission services; interactive television broadcasting and transmission services providing access to information from third-party sources; Media services, namely, the transmission, broadcasting and delivery of audio, video and multimedia content through the internet, wireless communication networks, and computer networks; Voice mail services; auto-attendant services, namely, automated telephone answering and call transfer services, caller ID, home security and automation, and home networking services</p> <p>041 Entertainment services, namely, providing audio, video, and multimedia content, namely, television programs, clips, graphics and information relating to television programs in the fields of comedy, drama, action, variety, adventure, sports, musicals, current events and entertainment news, documentary and animation, by means of the internet, wireless communications networks, and computer networks; Digital video recording services</p> <p>042 Computer services, namely, providing a web-based system and online portal featuring technology for enabling consumers to remotely manage, administer, modify and control their digital</p>		
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			video recorders and DVR cable boxes; on-line system management services that allow users to remotely view, monitor, program, operate and control their digital video recorders and DVR cable boxes; Technical support services, namely, troubleshooting of problems with computer hardware and software that access a global computer network via telephone, electronic mail, fiber and coaxial cable; home security and automation, and home networking services, namely, providing a website featuring technology enabling users to remotely view, monitor, program, operate and control their home security system; home security and automation, and home networking services, namely, providing home electrical power automation systems comprising wireless and wired controllers, controlled devices, and software for appliances, lighting, HVAC, security and other home and office electrical power monitoring and control applications 045 home security monitoring using wireless and wired sensors for glass breakage, motion detectors, cameras and alarms			
LIFE CONNECTED	Cequel Communications, LLC, DBA Suddenlink Communications	78/860,621	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,593,183	3/17/2009

MORE POWER TO YOU	Cequel Communications, LLC, DBA Suddenlink Communications	86/532,768	037 - Telecommunications network support services, namely, repair and maintenance; Repair services for telecommunications wiring and equipment; installing and maintaining telecommunications systems and equipment for others; telecommunications network support services, namely, repair and maintenance; maintenance of telecommunication networks	PENDING			
			038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services; Provision of telecommunication transmission of and access to video and audio content provided via video-on-demand, interactive television, pay per view and pay television subscription services; video-on-demand transmission services; interactive television broadcasting and transmission services providing access to information from third-party sources; Media services, namely, the transmission, broadcasting and delivery of audio, video and multimedia content through the internet, wireless communication networks, and computer networks; Voice mail services; auto-attendant services, namely, automated telephone answering and call transfer services, caller ID, home security and automation, and home networking services				

041 - Entertainment services, namely, providing audio, video, and multimedia content, namely, television programs, clips, graphics and information relating to television programs in the fields of comedy, drama, action, variety, adventure, sports, musicals, current events and entertainment news, documentary and animation, by means of the internet, wireless communications networks, and computer networks; Digital video recording services
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			<p>042 - Computer services, namely, providing a web-based system and online portal featuring technology for enabling consumers to remotely manage, administer, modify and control their digital video recorders and DVR cable boxes; on-line system management services that allow users to remotely view, monitor, program, operate and control their digital video recorders and DVR cable boxes; Technical support services, namely, troubleshooting of problems with computer hardware and software that access a global computer network via telephone, electronic mail, fiber and coaxial cable; home security and automation, and home networking services, namely, providing a website featuring technology enabling users to remotely view, monitor, program, operate and control their home security system; home security and automation, and home networking services, namely, providing home electrical power automation systems comprising wireless and wired controllers, controlled devices, and software for appliances, lighting, HVAC, security and other home and office electrical power monitoring and control applications</p> <p>045 - home security monitoring using wireless and wired sensors for glass breakage, motion detectors, cameras and alarms</p>			
NOW VOD	Cequel Communications, LLC, DBA Suddenlink Communications	77/772,697	038 - Provision of telecommunication transmission of and access to video and audio content provided via video-on-demand, interactive television, pay per view and pay television subscription services; video-on-demand transmission services;	REGISTERED	3,998,708	7/19/2011

			interactive television broadcasting and transmission services providing access to information from third-party sources			
NWV NETWORK WEST VIRGINIA & Design 	Cequel Communications, LLC, DBA Suddenlink Communications	85/513,245	035 - Providing a web site which features advertisements for the goods and services of others on a global computer network; providing a web site at which users can offer goods for sale and buy goods offered by others; providing a web site where users can post items for sale through on-line classified advertisements; providing online business directories for community businesses 038 - Video broadcasting services via the Internet; cable television broadcasting services 041 - Production of cable television news, entertainment and sports programs; providing a web site featuring community events and news	REGISTERED	4,330,276	5/7/2013
SUDDENLINK	Cequel Communications, LLC, DBA Suddenlink Communications	78/851,677	038 - Communications and telecommunications services, namely, cable television transmission, high speed Internet access, and telephone services	REGISTERED	3,514,227	10/7/2008
SUDDENLINK & Design 	Cequel Communications, LLC, DBA Suddenlink Communications	78/882,332	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,438,173	5/27/2008
SUDDENLINK COMMUNICATIONS	Cequel Communications, LLC, DBA Suddenlink Communications	78/851,595	038 - Communications and telecommunications services, namely, cable television transmission, high speed Internet	REGISTERED	3,518,352	10/14/2008

			access, and telephone services			
SUDDENLINK HOMESOURCE	Cequel Communications, LLC, DBA Suddenlink Communications	78/905,733	038 - Communications [and telecommunications] services, namely, cable television transmission [, high speed internet access, and telephone services]	REGISTERED	3420591	04/29/2008
SUDDENLINK HOMESOURCE & Design 	Cequel Communications, LLC, DBA Suddenlink Communications	78/908,283	038 - Communications [and telecommunications] services, namely, cable television transmission [, high speed internet access, and telephone services]	REGISTERED	3,438,249	5/27/2008
SUDDENLINK LIFE CONNECTED & Design 	Cequel Communications, LLC, DBA Suddenlink Communications	78/865,089	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,514,248	10/7/2008
SUDDENLINK TOTAL HOME	Cequel Communications, LLC, DBA Suddenlink Communications	86/126,588	037 - Telecommunications network support services, namely, repair and maintenance of telecommunications hardware and equipment; Repair services for telecommunications wiring and equipment; installing and maintaining telecommunications systems hardware and equipment for others; maintenance of telecommunication network hardware and equipment	ALLOWED		

038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services; Media services, namely, the transmission, broadcasting and delivery of audio, video and multimedia content through the internet, wireless communication networks, and computer networks; Provision of telecommunication transmission of and access to video and audio content provided via video-on-demand, interactive television, pay per view and pay television subscription services; video-on-demand transmission services; interactive television broadcasting and transmission services providing access to information from third-party sources; Telephone services, namely, local and long-distance domestic and international telephone services, voice over internet protocol communications services, local and long distance transmission of voice, sound, data, text, images and graphics; Voice mail services; auto-attendant services, namely, automated telephone answering and call transfer services, providing caller ID services

041 - Entertainment services, namely, providing audio, video, and multimedia content, namely, television programs, clips, graphics and information relating to television programs in the fields of comedy, drama, action, variety, adventure, sports, musicals, current events and entertainment news, documentary and animation, by means of the internet, wireless communications networks, and computer networks; Digital video recording services

			042 - Computer services, namely, providing a web-based system and online portal featuring technology for enabling consumers to remotely manage, administer, modify and control their digital video recorders and DVR cable boxes; on-line system management services that allow users to remotely view, monitor, program, operate and control their digital video recorders and DVR cable boxes; Technical support services, namely, troubleshooting of problems with computer hardware and software that access a global computer network via telephone, electronic mail, fiber and coaxial cable; home security and automation, and home networking services, namely providing a website featuring technology enabling users to remotely view, monitor, program, operate and control their home security system; home security and automation, and home networking services, namely providing home electrical power automation systems comprising wireless and wired controllers, controlled devices, and software for appliances, lighting, HVAC, security and other home and office electrical power monitoring and control applications			
SUDDENLINK YOU'RE CONNECTED	Cequel Communications, LLC, DBA Suddenlink Communications	77/595,121	038 - Communications and telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	4,158,099	6/12/2012
SUDDENLINK2GO	Cequel Communications, LLC, DBA Suddenlink Communications	85/339,558	038 - Media services, namely, the transmission, broadcasting and delivery of audio, video and multimedia content through the internet, wireless communication networks, and computer networks	REGISTERED	4,286,618	2/5/2013

			041 - Entertainment services, namely, providing audio, video, and multimedia content, namely, television programs, clips, graphics and information relating to television programs in the fields of comedy, drama, action, variety, adventure, sports, musicals, current events and entertainment news, documentary and animation, by means of the internet, wireless communications networks, and computer networks			
VIPPERKS	Cequel Communications, LLC, DBA Suddenlink Communications	77/655,683	035 - Arranging and conducting incentive reward programs for customers to promote the sale of telecommunications services, namely, cable television transmission, high speed internet access, and telephone services	REGISTERED	3,773,065	4/6/2010

STATE TRADEMARKS

Trademark/Image if any	Owner	State	Registration Number Registration Date	Status
SUDDENLINK COMMUNICATIONS VI	Cequel III Communications I, LLC	Louisiana	622469 3/25/2010	REGISTERED
CEBRIDGE CONNECTIONS LA	Cebridge Acquisition, L.P.	Louisiana	591033 4/12/2006	REGISTERED
SUDDENLINK COMMUNICATIONS	Cebridge Acquisition, L.P.	Louisiana	591299 5/3/2006	REGISTERED
SUDDENLINK MEDIA	Cebridge Acquisition, L.P.	Louisiana	591900 6/14/2006	REGISTERED
CEBRIDGE CONNECTIONS TELECOM	Cebridge Telecom LA, LLC	Louisiana	591036 4/12/2006	REGISTERED
SUDDENLINK COMMUNICATIONS LA	Cebridge Telecom LA, LLC	Louisiana	591300 5/3/2006	REGISTERED
CABLE NETWORK ADVERTISING	Classic Cable of Louisiana, L.L.C.	Louisiana	578557 6/30/2003	REGISTERED
CLASSIC CABLE	Classic Cable of Louisiana, L.L.C.	Louisiana	564032 9/9/1999	REGISTERED
CLASSIC COMMUNICATIONS	Classic Cable of Louisiana, L.L.C.	Louisiana	568493 11/13/2000	REGISTERED
CORRECTIONAL CABLE	Classic Cable of Louisiana, L.L.C.	Louisiana	578556 6/30/2003	REGISTERED
SUDDENLINK COMMUNICATIONS IV	Classic Cable of Louisiana, L.L.C.	Louisiana	591354 5/5/2006	REGISTERED
CORRECTIONAL CABLE	Friendship Cable of Texas, Inc.	North Dakota	29717800 8/29/2011	REGISTERED
SUDDENLINK COMMUNICATIONS I	Friendship Cable of Texas, Inc.	Louisiana	591352 5/5/2006	REGISTERED
SUDDENLINK COMMUNICATIONS V	Friendship Cable of Arkansas, Inc.	Louisiana	591355 5/5/2006	REGISTERED
CEBRIDGE CONNECTIONS	Friendship Cable of Texas, Inc., Friendship Cable of Arkansas, Inc. and Classic Cable of Louisiana, L.L.C.	Louisiana	579993 10/31/2003	REGISTERED
SUDDENLINK SECURITY	Kingwood Security Services, LLC	Louisiana	620941 11/6/2009	REGISTERED
CEBRIDGE CONNECTIONS	Universal Cable Holdings, Inc.	Nebraska	10051147 10/14/2003	REGISTERED
CLASSIC COMMUNICATIONS	Universal Cable Holdings, Inc.	Nebraska	10042858 2/21/2003	REGISTERED
CORRECTIONAL CABLE	Universal Cable Holdings, Inc.	Nebraska	10042857 2/21/2003	REGISTERED
SUDDENLINK COMMUNICATIONS	Universal Cable Holdings, Inc.	Nebraska	10085209 5/25/2006	REGISTERED
SUDDENLINK COMMUNICATIONS III	Universal Cable Holdings, Inc.	Louisiana	591353	REGISTERED

			5/5/2006	
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(iii) Copyright Registrations and Applications

Title	Owner	Type of Work	Reg. No.	Reg. Date
I Am Different :120, I.	Cequel Communications, LLC	Motion Picture	PA0001650802	11/18/2009
I Am Different :120, II.	Cequel Communications, LLC	Text	TX0006998644	11/18/2009
I Am Different :60, I.	Cequel Communications, LLC	Motion Picture	PA0001650797	11/18/2009
I Am Different :60, II.	Cequel Communications, LLC	Text	TX0006998641	11/18/2009

(iv) Internet Domain Names

	Domain Name	Auto Renew	Expiration Date
1	all4me.tv	On	02/20/16
2	all4metv.com	On	02/20/16
3	all4metv.net	On	02/20/16
4	allformetv.com	On	02/20/16
5	allformetv.net	On	02/20/16
6	antisuddenlink.biz	On	04/20/16
7	antisuddenlink.com	On	04/21/16
8	antisuddenlink.info	On	04/21/16
9	antisuddenlink.net	On	04/21/16
10	antisuddenlink.org	On	04/21/16
11	antisuddenlink.tv	On	04/25/16
12	antisuddenlink.us	On	04/20/16
13	boundlessoffice.com	On	05/03/16
14	cebridge.net	On	07/25/15
15	cebridgephone.com	On	09/20/15
16	cebridgephone.net	On	09/20/15
17	cebridgeusa.com	On	03/28/16
18	cequelcom.com	On	03/07/16
19	cequelcommunications.com	On	03/07/16
20	classic-cable.com	On	02/15/16
21	classicnet.net	On	01/05/16
22	correctionalcabletv.com	On	07/31/15
23	costreet.com	On	11/09/15

24	dishappointment.com	On	11/11/15
25	dropsuddenlink.com	On	01/05/16
26	dumpfrontier.com	On	01/05/16
27	umpsuddenlink.com	On	01/05/16
28	fucksuddenlink.com	On	06/07/15
29	fucksuddenlink.net	On	06/07/15
30	getofffrontier.com	On	01/05/16
31	getoffthefrontier.com	On	01/05/16
32	just4me.tv	On	02/20/16
33	just4metv.com	On	02/20/16
34	just4metv.net	On	02/20/16
35	justforme.tv	On	02/20/16
36	justformetv.com	On	02/20/16
37	justformetv.net	On	02/20/16
38	kilgore.net	On	10/19/15
39	kingwoodcable.com	On	07/03/15
40	kingwoodcable.net	On	07/03/15
41	kingwoodsecurity.com	On	10/08/15
42	mynetsecure.com	On	12/28/15
43	mysudden.biz	On	03/28/16
44	mysudden.com	On	03/28/16
45	mysudden.info	Off	04/08/15
46	mysudden.net	On	03/28/16
47	mysudden.tv	On	03/28/16
48	mysuddenlinkadvertising.com	On	01/19/16
49	mysuddenlinkblog.biz	On	04/20/16
50	mysuddenlinkblog.com	On	04/21/16
51	mysuddenlinkblog.info	On	04/21/16
52	mysuddenlinkblog.net	On	04/21/16
53	mysuddenlinkblog.org	On	04/21/16
54	mysuddenlinkblog.tv	On	04/25/16
55	mysuddenlinkblog.us	On	04/20/16
56	mysuddenlinkbusiness.com	On	06/15/15
57	mysuddenlinkbusiness.net	On	06/22/15
58	mysuddenlinkmedia.com	On	06/15/15
59	mysuddenlinksucks.biz	On	04/20/16
60	mysuddenlinksucks.com	On	04/21/16
61	mysuddenlinksucks.info	On	04/21/16
62	mysuddenlinksucks.net	On	04/21/16
63	mysuddenlinksucks.org	On	04/21/16
64	mysuddenlinksucks.tv	On	04/25/16
65	mysuddenlinksucks.us	On	04/20/16
66	npgcable.com	On	12/17/16

67	npgcable.net	On	12/17/16
68	ponyexpress.net	On	02/05/20
69	rethinkfrontier.com	On	05/15/16
70	sharethehappiness.com	On	11/30/15
71	sickofmysuddenlink.biz	On	04/20/16
72	sickofmysuddenlink.com	On	04/21/16
73	sickofmysuddenlink.info	On	04/21/16
74	sickofmysuddenlink.net	On	04/21/16
75	sickofmysuddenlink.org	On	04/21/16
76	sickofmysuddenlink.tv	On	04/25/16
77	sickofmysuddenlink.us	On	04/20/16
78	sickofsuddenlink.biz	On	04/20/16
79	sickofsuddenlink.com	On	04/21/16
80	sickofsuddenlink.info	On	04/21/16
81	sickofsuddenlink.net	On	04/21/16
82	sickofsuddenlink.org	On	04/21/16
83	sickofsuddenlink.tv	On	04/25/16
84	sickofsuddenlink.us	On	04/20/16
85	suddenadvertising.tv	On	07/10/15
86	suddenbs.tv	On	07/10/15
87	suddenlink-lab.com	On	02/27/16
88	suddenlink.biz	On	03/07/16
89	suddenlink.com	On	03/07/16
90	suddenlink.info	On	04/19/16
91	suddenlink.net	On	03/07/16
92	suddenlink.org	On	04/19/16
93	suddenlink.tv	On	03/07/16
94	suddenlink2go.com	On	05/25/16
95	suddenlink2go.info	On	05/25/16
96	suddenlink2go.net	On	05/25/16
97	suddenlink2go.org	On	05/25/16
98	suddenlinkads.com	On	06/15/15
99	suddenlinkads.net	On	06/22/15
100	suddenlinkadsales.com	On	06/15/15
101	suddenlinkadsales.net	On	06/22/15
102	suddenlinkbiz.com	On	05/17/16
103	suddenlinkbiz.info	On	05/17/16
104	suddenlinkbiz.net	On	05/17/16
105	suddenlinkbiz.org	On	05/17/16
106	suddenlinkbizoffers.com	On	05/17/16
107	suddenlinkbizoffers.info	On	05/17/16
108	suddenlinkbizoffers.net	On	05/17/16
109	suddenlinkbizoffers.org	On	05/17/16

110	suddenlinkbizservices.com	On	05/17/16
111	suddenlinkbizservices.info	On	05/17/16
112	suddenlinkbizservices.net	On	05/17/16
113	suddenlinkbizservices.org	On	05/17/16
114	suddenlinkblog.biz	On	04/20/16
115	suddenlinkblog.com	On	04/21/16
116	suddenlinkblog.info	On	04/21/16
117	suddenlinkblog.net	On	04/21/16
118	suddenlinkblog.org	On	04/21/16
119	suddenlinkblog.tv	On	04/25/16
120	suddenlinkblog.us	On	04/20/16
121	suddenlinkbroadband.com	On	05/17/16
122	suddenlinkbroadband.info	On	05/17/16
123	suddenlinkbroadband.net	On	05/17/16
124	suddenlinkbroadband.org	On	05/17/16
125	suddenlinkbroadband.tv	On	07/10/15
126	suddenlinkbs.tv	On	07/10/15
127	suddenlinkbusiness.com	On	04/24/16
128	suddenlinkbusiness.info	On	05/17/16
129	suddenlinkbusiness.net	On	05/17/16
130	suddenlinkbusiness.org	On	05/17/16
131	suddenlinkbusinessservices.com	On	05/17/16
132	suddenlinkbusinessservices.info	On	05/17/16
133	suddenlinkbusinessservices.net	On	05/17/16
134	suddenlinkbusinessservices.org	On	05/17/16
135	suddenlinkcablemodem.com	On	05/17/16
136	suddenlinkcablemodem.info	On	05/17/16
137	suddenlinkcablemodem.net	On	05/17/16
138	suddenlinkcablemodem.org	On	05/17/16
139	suddenlinkcablemodem.tv	On	07/10/15
140	suddenlinkcarrier.biz	On	02/22/16
141	suddenlinkcarrier.com	On	02/22/16
142	suddenlinkcarrier.net	On	02/22/16
143	suddenlinkcentrex.tv	On	07/10/15
144	suddenlinkclecservices.com	Off	04/22/15
145	suddenlinkcommercial.com	On	05/17/16
146	suddenlinkcommercial.info	On	05/17/16
147	suddenlinkcommercial.net	On	05/17/16
148	suddenlinkcommercial.org	On	05/17/16
149	suddenlinkcommercials.tv	On	07/10/15
150	suddenlinkconfirmation.com	On	01/07/16
151	suddenlinkconnected.com	On	05/17/16
152	suddenlinkconnected.info	On	05/17/16

153	suddenlinkconnected.net	On	05/17/16
154	suddenlinkconnected.org	On	05/17/16
155	suddenlinkconnected.tv	On	07/10/15
156	suddenlinkconnects.com	On	05/17/16
157	suddenlinkconnects.info	On	05/17/16
158	suddenlinkconnects.net	On	05/17/16
159	suddenlinkconnects.org	On	05/17/16
160	suddenlinkconnects.tv	On	07/10/15
161	suddenlinkcrap.tv	On	07/10/15
162	suddenlinkdelivers.com	On	05/17/16
163	suddenlinkdelivers.info	On	05/17/16
164	suddenlinkdelivers.net	On	05/17/16
165	suddenlinkdelivers.org	On	05/17/16
166	suddenlinkdelivers.tv	On	07/10/15
167	suddenlinkdeliversmore.com	On	05/17/16
168	suddenlinkdeliversmore.info	On	05/17/16
169	suddenlinkdeliversmore.net	On	05/17/16
170	suddenlinkdeliversmore.org	On	05/17/16
171	suddenlinkdeliversmore.tv	On	07/10/15
172	suddenlinkdirect.com	On	05/17/16
173	suddenlinkdirect.info	On	05/17/16
174	suddenlinkdirect.net	On	05/17/16
175	suddenlinkdirect.org	On	05/17/16
176	suddenlinkdirect.tv	On	07/10/15
177	suddenlinked.com	On	05/19/16
178	suddenlinked.info	On	05/19/16
179	suddenlinked.net	On	05/19/16
180	suddenlinked.org	On	05/19/16
181	suddenlinked.tv	On	07/10/15
182	suddenlinkevents.com	On	05/19/16
183	suddenlinkevents.info	On	05/19/16
184	suddenlinkevents.net	On	05/19/16
185	suddenlinkevents.org	On	05/19/16
186	suddenlinkevents.tv	On	07/10/15
187	suddenlinkfaq.com	On	05/19/16
188	suddenlinkfaq.info	On	05/19/16
189	suddenlinkfaq.net	On	05/19/16
190	suddenlinkfaq.org	On	05/19/16
191	suddenlinkfaq.tv	On	07/10/15
192	suddenlinkfiber.com	On	05/17/16
193	suddenlinkfiber.info	On	05/17/16
194	suddenlinkfiber.net	On	05/17/16
195	suddenlinkfiber.org	On	05/17/16

196	suddenlinkfiber.tv	On	07/10/15
197	suddenlinkglobal.tv	On	07/10/15
198	suddenlinkhotel.com	On	05/19/16
199	suddenlinkhotel.info	On	05/19/16
200	suddenlinkhotel.net	On	05/19/16
201	suddenlinkhotel.org	On	05/19/16
202	suddenlinkhotel.tv	On	07/10/15
203	suddenlinkinternet.com	On	05/17/16
204	suddenlinkinternet.info	On	05/17/16
205	suddenlinkinternet.net	On	05/17/16
206	suddenlinkinternet.org	On	05/17/16
207	suddenlinkinternet.tv	On	07/10/15
208	suddenlinklistens.tv	On	07/10/15
209	suddenlinkmail.com	On	05/19/16
210	suddenlinkmail.info	On	05/19/16
211	suddenlinkmail.net	On	05/19/16
212	suddenlinkmail.org	On	05/19/16
213	suddenlinkmail.tv	On	07/10/15
214	suddenlinkmdu.tv	On	07/10/15
215	suddenlinkmedia.com	On	07/12/15
216	suddenlinkmedia.info	On	05/17/16
217	suddenlinkmedia.net	On	05/17/16
218	suddenlinkmedia.org	On	05/17/16
219	suddenlinkmediaservice.com	On	05/19/16
220	suddenlinkmediaservice.info	On	05/19/16
221	suddenlinkmediaservice.net	On	05/19/16
222	suddenlinkmediaservice.org	On	05/19/16
223	suddenlinkmediaservice.tv	On	07/10/15
224	suddenlinkmediaservices.com	On	05/17/16
225	suddenlinkmediaservices.info	On	05/17/16
226	suddenlinkmediaservices.net	On	05/17/16
227	suddenlinkmediaservices.org	On	05/17/16
228	suddenlinknetworks.com	On	05/17/16
229	suddenlinknetworks.info	On	05/17/16
230	suddenlinknetworks.net	On	05/17/16
231	suddenlinknetworks.org	On	05/17/16
232	suddenlinknetworks.tv	On	07/10/15
233	suddenlinknow.com	On	05/17/16
234	suddenlinknow.info	On	05/17/16
235	suddenlinknow.net	On	05/17/16
236	suddenlinknow.org	On	05/17/16
237	suddenlinknow.tv	On	07/10/15
238	suddenlinkoffers.com	On	05/17/16

239	suddenlinkoffers.info	On	05/17/16
240	suddenlinkoffers.net	On	05/17/16
241	suddenlinkoffers.org	On	05/17/16
242	suddenlinkoffers.tv	On	07/10/15
243	suddenlinkoffice.com	On	06/15/15
244	suddenlinkoffice.net	On	06/22/15
245	suddenlinkoptical.com	On	05/17/16
246	suddenlinkoptical.info	On	05/17/16
247	suddenlinkoptical.net	On	05/17/16
248	suddenlinkoptical.org	On	05/17/16
249	suddenlinkoptics.com	On	05/19/16
250	suddenlinkoptics.info	On	05/19/16
251	suddenlinkoptics.net	On	05/19/16
252	suddenlinkoptics.org	On	05/19/16
253	suddenlinkoptics.tv	On	07/10/15
254	suddenlinkpatriot.com	On	03/20/16
255	suddenlinkphone.tv	On	07/10/15
256	suddenlinkpig.com	On	05/19/16
257	suddenlinkpig.info	On	05/19/16
258	suddenlinkpig.net	On	05/19/16
259	suddenlinkpig.org	On	05/19/16
260	suddenlinkpig.tv	On	07/10/15
261	suddenlinkrecruiting.com	On	08/04/15
262	suddenlinksales.com	On	05/17/16
263	suddenlinksales.info	On	05/17/16
264	suddenlinksales.net	On	05/17/16
265	suddenlinksales.org	On	05/17/16
266	suddenlinksales.tv	On	07/10/15
267	suddenlinkschool.tv	On	07/10/15
268	suddenlinksecurity.com	On	05/17/16
269	suddenlinksecurity.info	On	05/17/16
270	suddenlinksecurity.net	On	05/17/16
271	suddenlinksecurity.org	On	05/17/16
272	suddenlinksecurity.tv	On	07/10/15
273	suddenlinkservices.com	On	05/17/16
274	suddenlinkservices.info	On	05/17/16
275	suddenlinkservices.net	On	05/17/16
276	suddenlinkservices.org	On	05/17/16
277	suddenlinkservices.tv	On	07/10/15
278	suddenlinkspeaks.tv	On	07/10/15
279	suddenlinksports.com	On	09/14/15
280	suddenlinkstinks.tv	On	07/10/15
281	suddenlinkstudents.tv	On	07/10/15

282	suddenlinksucks.biz	On	04/20/16
283	suddenlinksucks.com	On	04/21/16
284	suddenlinksucks.info	On	04/21/16
285	suddenlinksucks.net	On	04/21/16
286	suddenlinksucks.org	On	04/21/16
287	suddenlinksucks.tv	On	04/25/16
288	suddenlinksucks.us	On	04/20/16
289	suddenlinksuite.com	On	05/17/16
290	suddenlinksuite.tv	On	07/10/15
291	suddenlinksupport.tv	On	07/10/15
292	suddenlinktransport.tv	On	07/10/15
293	suddenlinktxdir.com	On	06/12/15
294	suddenlinkusa.tv	On	07/10/15
295	suddenlinkvpn.tv	On	07/10/15
296	suddenlinkweb.tv	On	07/10/15
297	suddenlinkwebhosting.tv	On	07/10/15
298	suddenlinkwork.com	On	06/15/15
299	suddenlinkwork.net	On	06/22/15
300	suddenlinkworks.tv	On	07/10/15
301	suddenlinkworld.tv	On	07/10/15
302	suddenlylinked.tv	On	07/10/15
303	switch2suddenlink.com	On	08/03/15
304	switch2suddenlink.net	On	08/03/15
305	theclassic.net	On	01/05/16
306	thinksuddenlink.com	On	05/15/16
307	tyler.net	On	06/15/15
308	u-worse.com	On	04/30/16
309	unedspeed.net	Off	11/07/16
310	universalcableholdings.com	On	06/04/15
311	usamedia.tv	On	01/14/16
312	uworse.com	On	04/30/16
313	vote4hd.com	On	02/22/16
314	vote4hdtv.com	On	02/22/16
315	votehdtv.com	On	02/22/16

Section 3.19(c)

Intellectual Property – Suits, Actions or Proceedings

Pending Lawsuits:

1. FutureVision.com, LLC v. Time Warner Cable, Inc., Time Warner Cable, LLC, Cequel Communications, LLC d/b/a Suddenlink Communications, Comcast of Houston, LLC, Comcast Cable Communications, LLC and Charter Communications, LLC. Civil Action No. 6:12-CV-386. Complaint dated June 18, 2012.

Notices of Alleged Infringement:

1. [Redacted]
2. [Redacted]
3. [Redacted]
4. [Redacted]

Resolved Litigation and Assertions:

1. C-Cation Technologies, LLC v. Comcast Corporation, Charter Communications, Inc., Cequel Communications, LLC. d/b/a Suddenlink Communications, Cable One, Inc., Almega Cable Inc., Longview Cable Television Company, Inc. and Kilgore Video Inc. Case No. 2:11-cv-30. Complaint dated January 25, 2011.

2. Unified Messaging Solutions LLC v. Facebook, Inc., Atmos Energy Corp., Atmos Energy Services, LLC, Bank Of America Corporation, Bank Of America, N.A., Charter Communications, Inc., Comcast Corporation, Comerica Incorporated, Comerica Bank, EHarmony, Inc., E*Trade Financial Corporation, E*Trade Bank, LinkedIn Corporation, Match.com, Inc., Regions Financial Corporation, Regions Bank, Reliant Energy, Inc., Reliant Energy Retail Holdings, LLC, Research In Motion Corporation, Cequel Communications Holdings I, LLC, Cequel Communications, LLC d/b/a Suddenlink Communications, True Beginnings, LLC, T-Mobile USA, Inc., TXU Energy Retail Company LLC, Verizon Communications, Inc., and Windstream Corporation. Civil Action No. 6:11cv120. Complaint dated March 15, 2011.

3. GTZM Technology Ventures LTD., v. Atlantic Broadband Finance, LLC; Bright House Networks, LLC; Cable One, Inc.; Cequel Communications, LLC; Charter Communications Holding Company, LLC; Charter Communications, Inc.; Comcast Corporation; Cox Communications, Inc.; CSC Holdings LLC; Insight Communications Company, Inc.; Knology, Inc.; Mediacom Broadband LLC; RCN Telecom Services, LLC; Time Warner Cable Inc.; Vonage Holdings Corp.; Vonage America Inc.; and Vonage Marketing LLC. Civil Action No. 1:11cv790. Complaint dated September 8, 2011.

4. Cyberfone Systems, LLC, v. Atlantic Broadband Finance, LLC; Bright House Networks, LLC; Cable One, Inc.; Cequel Communications, LLC; Charter Communications Holding Company, LLC; Charter Communications, Inc.; Comcast Corporation; Cox Communications, Inc.; CSC Holdings LLC; Insight Communications Company, Inc.; Knology, Inc.; Mediacom Broadband LLC; RCN Telecom Services, LLC; and Time Warner Cable Inc. Civil Action No. 1:99-mc-09999. Complaint dated September 15, 2011, as amended by Cyberfone Systems, LLC (formerly known as LVL Patent Group, LLC) v. Atlantic Broadband Finance, LLC; Bright House Networks, LLC; Cable One, Inc.; Cequel Communications, LLC; Charter Communications Holding Company, LLC; Charter Communications, Inc.; Comcast Corporation; Cox Communications, Inc.; CSC Holdings LLC; Insight Communications Company, Inc.; Knology, Inc.; Mediacom Broadband LLC; RCN Telecom Services, LLC; and Time Warner Cable Inc. C.A. No. 11-828. Amended Complaint dated November 18, 2011.
5. Cyberfone Systems, LLC v. Cequel Communications, LLC. Case No. 1:99-mc-09999. Complaint dated January 30, 2012.
6. GlobaTecTrust LLC v Cequel Communications, LLC (C.A. No. 13-cv-1238-RGA). Complaint dated July 16, 2013.
7. Rates Technology Inc. v Cequel Communications, LLC d/b/a Suddenlink Communications (13-cv-0011). Amended Complaint dated April 12, 2013.
8. [Redacted].

Section 3.20 Insurance

Cequel Corporation and Company Subsidiaries (except Excell Communications which is listed below)

Coverages	Underwriter	Coverage Limits	Deductible	Policy Period	Policy Number
Automobile Liability	Travelers	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Commercial General Liability	Travelers	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Workers Compensation	Travelers	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Primary Employers Indemnity Policy (TX NS)	Great American Ins. Co.	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Primary Employers Indemnity Policy (Excess TX NS)	Essex Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Umbrella Lia (Primary)	C N A	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Umbrella Lia (Excess, 50% split)	Liberty International	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Umbrella Lia (Excess, 50% split)	Berkley Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Umbrella Lia (Add'l Excess)	The Ohio Casualty Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Property Coverage	Lexington Ins Co/AIG	[Redacted]	[Redacted]	2/28/15 – 2/28/16	[Redacted]
Employee Theft & Dishonesty Crime)	Berkley Asset Protection	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Kidnap & Ransom	HCC (Renaissance)	[Redacted]	[Redacted]	8/31/12 – 8/31/15	[Redacted]
Professional Liability - (Primary)	Travelers	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]

Professional Liability - (Excess)	Ironshore Indemnity Inc	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Professional Liability - (Add'l Excess)	CNA	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Directors & Officers Lia / EPL / Fiduciary (Primary)	Beazley Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Directors & Officers Lia / EPL / Fiduciary (Excess)	Chubb (Federal Ins. Co.)	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Directors & Officers Lia (Add'l Excess)	ACE American Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Directors & Officers Lia (Add'l Excess)	National Union Fire Insurance Company	[Redacted]	[Redacted]	8/31/14 – 8/31/15	[Redacted]
Pollution Liability	Navigators Specialty Insurance Company	[Redacted]	[Redacted]	8/31/12 – 8/31/15	[Redacted]

Excell Communications

Coverages	Underwriter	Coverage Limits	Deductible	Policy Period	Policy Number
Automobile Liability	American Fire & Casualty Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
General Liability	Tokio Marine Speciality Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
Workers Compensation (all states)	Carolina Casualty Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
Umbrella Lia (Primary)	Navigators Speciality Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
Umbrella Lia (Excess)	Note - the Cequel Corporation umbrella (\$[Redacted] coverage limit) sits over the Excell umbrella coverage	[Redacted]	[Redacted]	-	[Redacted]
Property / Commercial Package Coverage	Ohio Security Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
Inland Marine	AGCS Marine Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]
Professional Liability (includes engineering & architectural)	Beazley Insurance Company	[Redacted]	[Redacted]	3/17/2015 – 3/17/2016	[Redacted]

Section 3.21

Related Party Transactions

1. [Redacted].
2. [Redacted].
3. [Redacted].
4. [Redacted].
5. [Redacted].
6. [Redacted].
7. [Redacted].
8. [Redacted].
9. [Redacted].
10. [Redacted]
11. [Redacted].
12. [Redacted].
13. [Redacted].
14. [Redacted].
15. [Redacted].
16. [Redacted].
17. [Redacted].
18. [Redacted].
19. [Redacted].
20. [Redacted].
21. [Redacted].

22. [Redacted].
23. [Redacted].
24. [Redacted].
25. [Redacted].

Section 3.22 Indebtedness

- (a) Aggregate amount of outstanding Indebtedness: [Redacted]
- (b) Intercompany Indebtedness:

Borrower	Payee	Amount
Universal Cable Holdings, Inc.	Classic Cable, Inc.	[Redacted]
Friendship Cable of Texas, Inc.	Universal Cable Holdings, Inc.	[Redacted]
Cequel III Communications I, LLC	Cebridge Connections, Inc.	[Redacted]

Section 3.24

Brokers

1. LionTree Advisors LLC

Section 3.25

Anti-Corruption Compliance

None.

Section 3.26(a)
[Redacted] LLCs

[Redacted] LLCs:

(i) Assets: the rights set forth in the contracts set forth in item (iii) herein, including the rights to [Redacted], accounts receivable generated by [Redacted] and cash generated by payment of accounts receivable

(ii) Liabilities: the obligations set forth in the contracts set forth in item (iii) herein, including the obligation to distribute cash collected to the member entitled to the same and no material default exists with respect to the obligation to make such distribution

(iii) Material Contracts:

1. [Redacted], LLC Limited Liability Company Agreement dated May 5, 2006 and [Redacted].
2. [Redacted] LLC Limited Liability Company Agreement dated October 30, 2006 and [Redacted].

Section 6.1

Conduct of the Business

The Company and the Company Subsidiaries shall be permitted to:

1. Amend its Company Benefits Plans [Redacted].
2. Convert local franchise agreements to state issued franchises.
3. Renew the insurance policies of the Company or any Company Subsidiaries in August 2015.
4. [Redacted].
5. [Redacted].

Section 6.1(a)

Requests for Consent

1. Dexter Goei [Redacted]
2. Jérémie Bonnin [Redacted]
3. Burkhard Koep [Redacted]
4. Patrice Giami [Redacted]

Section 6.1(b)(viii)
Senior Officers

[Redacted]

Section 4.5

Brokers

LionTree Advisors LLC