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FCC 394

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

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	1. Community Unit Identification Number:
9/7/2016	MD0452

2. Application for: [ ] Assignment of Franchise [X] Transfer of Control

3. Franchising Authority:	Montgomery County, MD
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:	Montgomery County, Unincorporated Area
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	August 26, 2010
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as closing conditions are satisfied

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

Exhibit No. 1

PART I - TRANSFEROR/ASSIGNOR

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

Legal name of Transferor/Assignor (if individual, list last name first)			
Yankee Cable Partners, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
650 College Road East, Suite 3100			
City	State	ZIP Code	Telephone No. (include area code)
Princeton	NJ	08540	609-452-8197

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

Exhibit No. 2

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee? [X] Yes [ ] No

If No, explain in an Exhibit.

Exhibit No. N/A

PART II - TRANSFEREE/ASSIGNEE

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

Legal name of Transferee/Assignee (if individual, list last name first)			
Radiate Holdings, L.P.			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box c/o TPG Capital, L.P., 301 Commerce Street, Suite 3300			
City Fort Worth	State TX	ZIP Code 76102	Telephone No. (include area code) 817-871-4000

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

Name of contact person (list last name first)			
Seth A. Davidson			
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.			
Mailing street address or P.O. Box 701 Pennsylvania Avenue, NW, Suite 900			
City Washington	State DC	ZIP Code 20004	Telephone No. (include area code) 202-434-7447

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any. Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address		
650 College Road East, Suite 3100		
City Princeton	State NJ	ZIP Code 08540

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought. Exhibit No. 3

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

[ ]	Corporation	a. Jurisdiction of incorporation: b. Date of incorporation: c. For profit or not-for-profit:	d. Name and address of registered agent in jurisdiction:
[X]	Limited Partnership	a. Jurisdiction in which formed: Delaware b. Date of formation: 08/09/2016	c. Name and address of registered agent in jurisdiction: c/o Maples Fiduciary Services (Delaware) Inc. Suite 302, 4001 Kennett Pike, Wilmington, Delaware 19807
[ ]	General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
[ ]	Individual		
[ ]	Other. Describe in an Exhibit.		Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

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

(a)	See Exhibit 4		
(b)			
(c)			
(d)			
(e)			
(f)			

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates? [ ] Yes [X] No

If the answer is No, explain in an Exhibit. Exhibit No. 5

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority? [ ] Yes [X] No

If the answer is Yes, describe circumstances in an Exhibit. Exhibit No. N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination? [ ] Yes [X] No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding. Exhibit No. N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)? [ ] Yes [X] No

If Yes, provide particulars in an Exhibit. Exhibit No. N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained? [X] Yes [ ] No

If No, attach as an Exhibit a full explanation. Exhibit No. N/A

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

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months. [X] Yes [ ] No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law. Exhibit Nos. 6

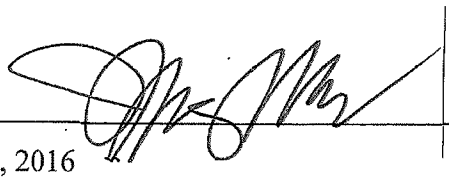
SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated. Exhibit No. 7

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

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

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date September 7, 2016 Print full name Jeffrey B. Kramp, EVP, Secretary and General Counsel, Yankee Cable Partners LLC
Check appropriate classification: [ ] Individual [ ] General Partner [X] Corporate Officer (Indicate Title) [ ] Other. Explain:	

Part II - Transferee/Assignee

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

The transferee/assignee certifies that he/she:

(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date September 7, 2016 Print full name Michael LaGatta, Vice President, Radiate Holdings GP, LLC
Check appropriate classification: [ ] Individual [ ] General Partner [X] Corporate Officer (Indicate Title) [ ] Other. Explain:	

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

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

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WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date: September 7, 2016 Print full name: Jeffrey B. Kramp, EVP, Secretary and General Counsel, Yankee Cable Partners LLC
Check appropriate classification: [ ] Individual [ ] General Partner [X] Corporate Officer (Indicate Title) [ ] Other. Explain:	

Part II - Transferee/Assignee

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

The transferee/assignee certifies that he/she:

(a) Has a current copy of the FCC's Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature: 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date: September 7, 2016 Print full name: Michael LaGatta, Vice President, Radiate Holdings GP, LLC
Check appropriate classification: [ ] Individual [ ] General Partner [X] Corporate Officer (Indicate Title) [ ] Other. Explain:	

EXHIBIT 1

September 7, 2016

EXHIBIT 1

Additional Information Required by Montgomery County, Maryland

ATTACHMENT A

Certification and Affidavit

CERTIFICATION AND AFFIDAVIT

I, Michael LaGatta, hereby certify that:

(a) I am Vice President of Radiate Holdings GP, LLC.

(b) I am authorized to make this declaration on behalf of Transferee Radiate Holdings, L.P.

(c) A copy of this application has been served on all existing franchisees.

(d) No person controlling the transferee or any officer or majority stockholder of the transferee has been judged bankrupt, had a cable franchise revoked, or been found by a court or administrative agency to have violated antitrust law or convicted of a felony or any crime involving moral turpitude.

(e) The application includes the information required by Chapter 8A of the Montgomery County Code.

(f) The statements in the foregoing application are true and accurate to the best of my knowledge, the commitments in this application are enforceable, and the proposal meets all applicable federal and state requirements.

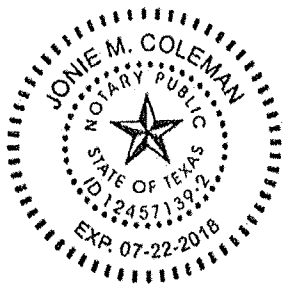
I declare under penalty of perjury that the foregoing is true and correct. Executed this ___day of September, 2016.

Michael LaGatta
Vice President, Radiate Holdings GP, LLC

Signed and sworn to before me on (date) 09-07-2016,
at Tarrant County, Texas (state).

Notary Public.

Commission expires: July 22, 2018.



ATTACHMENT B

Financial Statement Showing the Position of the Montgomery County, MD System Prior to the Transaction

CONFIDENTIAL

RCN
Starpower Communications LLC
Income Statement
For the Twelve Months Ended December 31, 2015
(in thousands)
Unaudited

	Twleve Months Ended December 31, 2015
Revenues	$ 63,859
Costs and expenses:	
Direct expenses	25,663
Selling, general and administrative	25,504
Depreciation and amortization	5,429
Operating income	7,263
Investment income	(14)
Loss on sale of fixed assets	38
Net Income	$ 7,239

RCN
Starpower Communications LLC
Balance Sheet
As Of December 31, 2015
(in thousands)
Unaudited

	December 31,2015
ASSETS	
Current Assets:	
Cash and cash equivalents	$ -
Accounts receivable, net of allowance for doubtful accounts of $181	7,274
Prepayments and other current assets	846
Total current assets	8,120
Property, plant and equipment, net of accumulated depreciation $21,384	18,166
Intercompany receivable	12,817
Goodwill	1,756
Intangible assets, net of accumulated amortization of $400	1,359
Deferred charges and other assets	1,458
Total assets	$ 43,676
LIABILITIES AND MEMBERS' EQUITY	
Current Liabilities:	
Accounts Payable	$ 1,510
Advanced billings and customer deposits	3,170
Accrued expenses and other	4,362
Accrued employee compensation and related expenses	711
Total current liabilities	9,753
Other long-term liabilities	463
Total liabilities	10,216
Members' Equity	
Accumulated Surplus	33,460
Total members' equity	33,460
Total liabilities and members' equity	$ 43,676

RCN
Starpower Communications LLC
Capital Expenditures
For the Twelve Months Ended December 31, 2015
(in thousands)
Unaudited

	Twleve Months Ended December 31, 2015
Capital Expenditures	$ 8,040

ATTACHMENT C

Additional Financial Statement Showing the Position of the Montgomery County, MD System Following the Transaction

CONFIDENTIAL

TPG Partners VII, L.P. and Affiliated Partnerships

Combined
Financial Statements
(with Independent Auditors' Report Theron)
December 31, 2015

TPG
CAPITAL

KPMG LLP
900 Wells Fargo Tower
201 Main Street
Fort Worth, TX 76102-3105

Independent Auditors' Report

The Partners
TPG Partners VII, L.P. and Affiliated Partnerships:

We have audited the accompanying combined financial statements of TPG Partners VII, L.P. and Affiliated Partnerships, which comprise the combined statements of assets, liabilities and partners' capital, including the combined statement of investments, as of December 31, 2015, and the related combined statement of operations, changes in partners' capital, and cash flows for the period January 27, 2015 (effective date of the partnerships) through December 31, 2015, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of TPG Partners VII, L.P. and Affiliated Partnerships as of December 31, 2015, and the results of their operations, changes in their partners' capital, and their cash flows for the period January 27, 2015 (effective date of the partnerships) through December 31, 2015, in accordance with U.S. generally accepted accounting principles.

KPMG LLP

Fort Worth, Texas
January 29, 2016

TPG Partners VII, L.P.
and Affiliated Partnerships

COMBINED STATEMENT OF ASSETS, LIABILITIES AND PARTNERS' CAPITAL

(Dollars in Thousands)

	December 31, 2015
ASSETS	
Investments, at Fair Value (cost of $1,719,725)	$ 1,719,725
Cash and Cash Equivalents	50,038
Receivable from Affiliates	27,911
Other Assets	10,194
	$ 1,807,868
LIABILITIES AND PARTNERS' CAPITAL	
Liabilities	
Secured Revolving Credit Facility	$ 1,671,600
[redacted]	[redacted]
	1,743,564
Partners' Capital	
[redacted]	[redacted]
	$ 1,807,868

See accompanying notes to Combined Financial Statements

TPG Partners VII, L.P.
and Affiliated Partnerships
COMBINED STATEMENT OF INVESTMENTS
(Dollars in Thousands, Except Share Data)

December 31, 2015

Portfolio Investments	Fair Value Hierarchy	Type of Investment	Description	Cost	Fair Value
North America					
[redacted]					
Total - North America					
Western Europe					
[redacted]					
Total - Western Europe					
Total Investments					

Valuation may include amounts held in deal structure
Securities may be held directly or indirectly
See accompanying notes to Combined Financial Statements

TPG Partners VII, L.P.
and Affiliated Partnerships
COMBINED STATEMENT OF OPERATIONS
(Dollars in Thousands)

	Period January 27, 2015 (effective date of the partnerships) through December 31, 2015
EXPENSES	
Management Fees, Net	$ [redacted]
Professional Fees	[redacted]
Interest Expense	[redacted]
Organization Costs	[redacted]
Other	[redacted]
Total Expenses	[redacted]
Net Income (Loss)	$ (104,096)

See accompanying notes to Combined Financial Statements

TPG Partners VII, L.P.
and Affiliated Partnerships
COMBINED STATEMENT OF CHANGES IN PARTNERS' CAPITAL

(Dollars in Thousands)

	General Partners	Limited Partners	Total
Balance at January 27, 2015 (effective date of the Partnerships)	$ -	$ -	$ -
Contributions from Partners	[redacted]	[redacted]	168,400
Net Income (Loss)	[redacted]	[redacted]	(104,096)
Balance at December 31, 2015	$ [redacted]	[redacted]	$ 64,304

See accompanying notes to Combined Financial Statements

TPG Partners VII, L.P.
and Affiliated Partnerships
COMBINED STATEMENT OF CASH FLOWS

(Dollars in Thousands)

	Period January 27, 2015 (effective date of the partnerships) through December 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	$ (104,096)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by (Used in) Operating Activities:	
[redacted]	[redacted]
Net Cash Provided by (Used in) Operating Activities	(1,829,616)
CASH FLOWS FROM FINANCING ACTIVITIES	
Contributions from Partners	168,400
Borrowings on Secured Revolving Credit Facility	1,867,600
Payments on Secured Revolving Credit Facility	(196,000)
Special Contributions included in Payable to Affiliates	39,654
Net Cash Provided by (Used in) Financing Activities	1,879,654
Net Change in Cash and Cash Equivalents	50,038
Cash and Cash Equivalents at Beginning of Period	-
Cash and Cash Equivalents at End of Period	$ 50,038
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
[redacted]	$ [redacted]

See accompanying notes to Combined Financial Statements

(1) Organization and Business Description

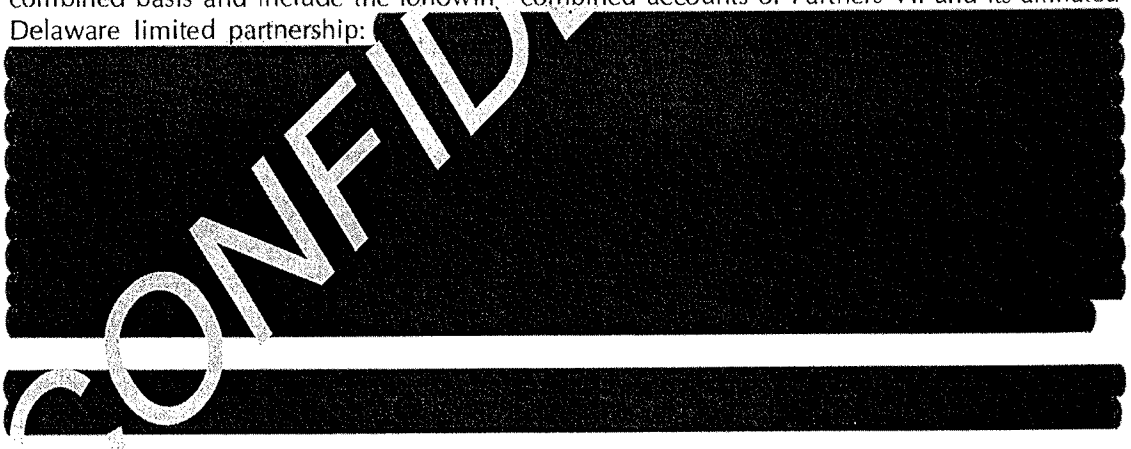
TPG Partners VII, L.P. ("Partners VII") was organized as a Delaware limited partnership with an effective date of January 27, 2015, for the purpose of investing in companies through acquisitions and restructurings. The term of Partners VII commenced on January 27, 2015, and will expire on December 31, 2025, but may be extended for up to two consecutive one-year periods or dissolved or terminated prior to expiration in accordance with the partnership agreement of Partners VII. The general partner of Partners VII is TPG GenPar VII, L.P.

Capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the partnership agreement of Partners VII.

(2) Summary of Significant Accounting Policies

Basis of Presentation

Partners VII is an investment company and applies the specialized accounting and reporting guidance in the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 946. The financial statements presented have been prepared on a combined basis and include the followin combined accounts of Partners VII and its affiliated Delaware limited partnership:



Separate accounts are maintained for Partners VII and each of its affiliated partnerships; however, the General Partners have concluded that presenting the financial statements on a combined basis provides for a more meaningful presentation than the stand alone financial statements of Partners VII and each of its affiliated partnerships. The financial statements report the financial position, results of operations, changes in partners' capital and cash flows of the Partnerships on a combined basis (the "Combined Financial Statements"). Any material interpartnership transactions and balances were eliminated in combination.

(2) **Summary of Significant Accounting Policies – continued**

Basis of Accounting
The Combined Financial Statements have been presented on the accrual basis of accounting in conformity with U.S. generally accepted accounting principles (U.S. GAAP).

Cash and Cash Equivalents
Cash and Cash Equivalents include cash on deposit with banks, money market funds and other short-term investments of sufficient credit quality with an initial maturity of 90 days or less. The Partnerships maintain their cash accounts with highly rated commercial banks, the balance of which may at times exceed legally insured limits. The money market funds invest primarily in government securities and other short-term, highly liquid instruments with a low risk of loss. We continually monitor the funds' performance in order to manage any risk associated with these investments.

Management Estimates
The preparation of Combined Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Combined Financial Statements and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates.

Income Recognition
Purchases and sales of investments are recorded on a trade-date basis. Interest is recorded as investment income when earned by the Partnerships. Dividend income is recorded when declared by a Portfolio Company and earned by the Partnerships. Returns of capital are recognized when received as a reduction of the investment in the related Portfolio Company.

Investments, at Fair Value
Investments are recorded at fair value, as determined by the General Partners, in accordance with FASB, ASC 820, *Fair Value Measurement ("ASC 820")*, which defines fair value, sets a framework for measuring fair value and requires certain disclosures about fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., exit price). Investments are reflected on the Combined Statements of Assets, Liabilities and Partners' Capital at fair value, with changes in unrealized gains and losses resulting from changes in fair value, including foreign currency gains and losses, reflected on the Combined Statements of Operations as Change in Unrealized Gain (Loss) on Investments, Net.

Investments in publicly-traded securities are generally valued at quoted market prices based upon the last sale price on the measurement date. Discounts are applied, where appropriate, to reflect restrictions on the marketability of the investment or other contractual discounts.

(2) **Summary of Significant Accounting Policies – continued**

Investments, at Fair Value – continued

Investments denominated in currencies other than the U.S. dollar are valued based on the spot rate of the respective currency at the end of the reporting period with changes related to exchange rate movements reflected as a component of Net Gain (Loss) on Investments included in the Combined Statements of Operations.

When observable prices are not available for the Partnerships' investments, the General Partners primarily use the market and income approaches to determine fair value. The market approach consists of utilizing observable market data (e.g., current trading and/or acquisition multiples) of comparable companies and applying it to a key financial metric (e.g., EBITDA) of the investee company. The comparability (as measured by size, growth profile, and geographic concentration, among other factors) of the identified set of comparable companies to the investee company is considered in the application of the market approach.

The General Partners, depending on the type of investment or stage of the investee company's lifecycle, may also utilize a discounted cash flow analysis, which is a variation of the income approach, in combination with the market approach in determining fair value of the Partnerships' investments. The income approach involves discounting projected cash flows of the investee company or security at a rate commensurate with the level of risk associated with those cash flows. In accordance with ASC 820, market participant assumptions are used in the determination of the discount rate.

In applying valuation techniques used in the determination of fair value, the General Partners assume a reasonable period of time for liquidation of the investment and take into consideration the financial condition and operating results of the underlying portfolio company, the nature of the investment, restrictions on marketability, market conditions, foreign currency exposures, and other factors. In determining the fair value of investments, the General Partners exercise significant judgment and use the best information available as of the measurement date. Due to the inherent uncertainty of valuations, the fair values reflected in the Combined Financial Statements may differ materially from values that would have been used had a readily available market existed for such investments and may differ materially from the values that may ultimately be realized.

Fair Value Measurements

ASC 820 establishes a fair value hierarchy that prioritizes and ranks the level of observability of inputs used to measure investments at fair value. The observability of inputs is impacted by a number of factors, including the type of investment, characteristics specific to the investment, market conditions and other factors. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level I measurements) and the lowest priority to unobservable inputs (Level III measurements). Investments with readily available quoted prices or for which fair value can be measured from quoted prices in active markets will typically have a higher degree of input observability and a lesser degree of judgment applied in determining fair value.

(2) **Summary of Significant Accounting Policies – continued**

Fair Value Measurements – continued

The three levels of the fair value hierarchy under ASC 820 are as follows:

Level I – Quoted prices (unadjusted) in active markets for identical investments at the measurement date are used. The types of investments generally included in Level I are publicly-traded securities. The quoted prices for Level I investments are not adjusted.

Level II – Pricing inputs are those that are other than quoted prices included within Level I that are observable for the investment, either directly or indirectly. Level II pricing inputs include quoted prices for similar investments in active markets, quoted prices for identical or similar investments in markets that are not active, inputs other than quoted prices that are observable for the investment, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. The types of investments generally included in Level II are restricted securities listed in active markets, corporate bonds and certain loans.

Level III – Pricing inputs are unobservable and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require significant judgment and estimation. The types of investments generally included in Level III are privately held debt and equity securities.

In some cases, the inputs used to measure fair value might fall within different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the investment is categorized in its entirety is determined based on the lowest level input that is significant to the investment. Assessing the significance of a particular input to the valuation of an investment in its entirety requires judgment and considers factors specific to the investment. The categorization of an investment within the hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the perceived risk of that investment.

In certain instances, an investment that is measured and reported at fair value may be transferred into or out of Level I, II, or III of the fair value hierarchy. The transfers are accounted for as if they occurred at the beginning of the annual reporting period.

Level II investments consist primarily of publicly-traded equity and debt securities, some of which have option-like conversion features. The degree of relationship between the publicly available price and the exercise price of the conversion feature of such securities plays a significant role in determining the valuation methodology. The conversion feature is typically valued through the use of a pricing model. Key model inputs, among others, are the publicly available prices, exercise price and expected volatility. The key input into these models that requires judgment is expected volatility, which is largely based on the historical volatility of the underlying security.

(2) **Summary of Significant Accounting Policies – continued**

Fair Value Measurements – continued

All of the Partnerships' investments have been classified within Level III as they had significant unobservable inputs. Level III investments may include common and preferred equity securities, corporate debt, and other privately issued securities.

Level III investments are valued on a quarterly basis, taking into consideration any changes in key inputs such as comparable market transactions, discount rates, cash flow projections, and/or liquidity, credit and market risk factors. The relevant valuation models are updated to reflect these changes. The valuation methodology underlying the investment is reviewed and approved quarterly by a valuation committee which is led by management and includes professionals in charge of capital markets, legal and finance. In connection with the valuation process, management has engaged an independent third-party valuation firm to perform certain limited procedures that management identified and requested them to perform. As of December 31, 2015, the independent third-party valuation firm performed its limited procedures on a majority of the Level III investments and, upon completion of such limited procedures, the third-party valuation firm determined that the fair value, as determined by management, of those investments subjected to their limited procedures was reasonable. Valuations of the investments are reviewed and approved quarterly by a valuation committee, as described above.

Income Taxes

The Partnerships apply the provisions of ASC 740, *Income Taxes*, which clarifies the accounting and disclosure for uncertainty in tax positions. The Partnerships analyzed their tax filing positions in the federal, state and foreign tax jurisdictions where they are required to file income tax returns as for all open tax years. Based on this review, no liabilities for uncertain income tax positions were required to have been recorded pursuant to ASC 740.

Accrued interest and penalties related to any uncertain tax positions are included in Income Tax Expense in the Combined Statements of Operations, which is consistent with the recognition of these items in prior reporting periods. As of December 31, 2015, the Partnerships did not have a liability recorded for payment of interest and penalties associated with uncertain tax positions.

(2) **Summary of Significant Accounting Policies – continued**

Income Taxes – continued

The Partnerships file their tax returns as prescribed by the tax laws of the jurisdictions in which they operate. In the normal course of business, the Partnerships are subject to examination by federal and certain state, local and foreign tax regulators. As of December 31, 2015, the Partnerships' U.S. federal income tax returns and state and local returns are open from the initial year forward. The Partnerships are required to determine whether its tax positions are "more-likely-than-not" to be sustained upon examination by the applicable tax authority, based on the technical merits of the position. Tax positions not deemed to meet a "more-likely-than-not" threshold would be recorded as a tax expense in the current year. The Partnerships do not believe that they have any tax positions for which it is reasonably possible that they will be required to record significant amounts of unrecognized tax expense or benefits within the next twelve months.

(3) **Allocation of Partnership Net Income or Loss**

Net Income or Loss is allocated between the General and limited partners' capital accounts in accordance with the partnership agreements of the Partnerships (the "Partnership Agreements"). The Partnership Agreements generally provide, subject to a priority return to all partners, other adjustments and timing issues, that disposition proceeds and other investment income (loss), pursuant to the Partnership Agreements, are allocated [redacted] to all partners on a pro rata basis and [redacted] to the General Partners. Until such time as the priority return has been met, investment proceeds are allocated to all of the partners based on their respective sharing percentages. Losses are generally allocated to all of the partners based on their respective sharing percentages.

(4) **Fair Value Measurements**

The detail of the Partnerships' fair value measurements within the fair value hierarchy is as follows:

	December 31, 2015			
	[redacted]	[redacted]	[redacted]	Total
Investments, at Fair Value				
Equity Investments	[redacted]	[redacted]	[redacted]	$ 1,719,725
Total Investments, at Fair Value	$ -	[redacted]	[redacted]	$ 1,719,725

[redacted]

(4) Fair Value Measurements – continued

The changes in fair value measurements for which the Partnerships have used [redacted] inputs to determine fair value are as follows:

	December 31, 2015 Equity Investme
Beginning Balance at January 27, 2015	$ -
Purchases of investments	1,7[illegible]1,72
[redacted]	
Ending Balance	719,725

The following tables provide quantitative information about investments categorized in [redacted] the fair value hierarchy as of December 31, 201[illegible]. In addition to the techniques and inputs noted in the tables below, in accordance with the Partnerships' valuation policy, other valuation techniques and methodologies may be used when determining fair value measurements. The below tables are not intended to be all-inclusive, but rather provide information on the significant [redacted] inputs as they relate to the Partnerships' fair value measurements.

	Fair Value December 31, 20[illegible]	Valuation Technique(s)	Unobservable Input(s) [1]	Range (Weighted Average) [2]	Impact to Valuation from an Increase in Input [3]
Equity Securities	$ [redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Total	$ 1,719,725				

[1] In determining certain of these inputs, management evaluates a variety of factors including economic conditions, industry and market developments, market valuations of comparable companies and company-specific developments including exit strategies and realization opportunities. Management has determined that market participants would take these inputs into account when valuing the investments. LTM means Last Twelve Months and EBITDA means Earnings Before Interest Taxes Depreciation and Amortization.

[2] Inputs weighted based on fair value of investments in range.

[3] Unless otherwise noted, this column represents the directional change in the fair value of [redacted] investments that would result from an increase to the corresponding unobservable input. A decrease to the unobservable input would have the opposite effect. Significant increases and decreases in these inputs in isolation could result in significantly higher or lower fair value measurements.

(5) Related Party Transactions

Receivable from/Payable to Affiliates
The Partnerships consider its existing partners, portfolio companies and other related entities to be affiliates. Included within payable from affiliates are [redacted] as specified, along with the related payment terms, in paragraph 2.07(d) of the Partnership Agreement. All other balances included within affiliate receivables and payables historically have been settled in the normal course of business without formal payment terms.

Management Fees, Net
The Partnerships have entered into management agreements with TPG VII Management, LLC (the "Management Company") to undertake the responsibility of managing the day-to-day operations of the Partnerships. The management agreements provide for all or a portion of the management fees to be paid to the Management Company or an affiliate of the Management Company. In accordance with the management agreements, the management fees are calculated and payable in advance on or after the first day of each January and the first day of each July.

[redacted]

For the period January 27, 2015 to December 31, 2015, the Partnerships incurred management fees of approximately [redacted] which is net of the Partnerships' share of certain fee income received by the Management Company from the Partnerships' portfolio companies of approximately [redacted] as specified by the management agreements.

(6) Financial Highlights

Certain private investment companies, including the Partnerships, are required to calculate and present internal rate of return since inception ("IRR") for the limited partners which is net of all fees and profit allocations (Carried Interest) to the General Partners, and the Expense and Income (Loss) before Net Gain (Loss) on Investments ratios for the limited partners. The IRR is not considered a relevant measure for the Partnership for the period ended December 31, 2015, due to the short time frame between due dates of the limited partner's initial contributions and December 31, 2015.

	[redacted]
Period January 27, 2015 through December 31, 2015	
IRR since inception	NM
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Average limited partners' capital was determined by averaging the limited partners' capital balances for each quarter in the period presented. The ratio of Expenses and General Partners Carried Interest to Average Capital reflects the effect of the allocation of Carried Interest on reported Expenses as if such allocation was structured as a fee instead of an allocation of profits. The ratio of Income (Loss) before Net Gain (Loss) on Investments to Average Capital does not reflect the effect of the Carried Interest allocation. An individual investor's ratios may vary from these ratios based on participation in certain investments, different fee arrangements, and the timing of capital transactions. Ratios for periods less than a year have been annualized.

(7) Partnership Commitments

At December 31, 2015, the Partnerships had commitments totaling $9.0 billion from their partners including [redacted] from the General Partners and their affiliates. As of December 31, 2015, $8.8 billion of commitments remain unfunded from the partners including [redacted] from the General Partners and their affiliates. The ratio of total contributed capital to total committed capital is 1.88%.

(8) Secured Revolving Credit Facility

On January 22, 2015, TPG Partners VII, L.P., together with TPG Partners VI, L.P. (collectively, the "Borrowers"), entered into a [redacted] revolving credit facility (the "Capital Platform Credit Facility") with [redacted] The Capital Platform Credit Facility is available for direct borrowings and letters of credit based on a percentage of the unused capital commitments of such Borrower and collateralized by the Partnerships' right to call capital commitments from the limited partners. The Capital Platform Credit Facility has a final maturity date o[redacted] On February 17, 2015 the revolving commitment amount was increased to [redacted] On April 13, 2015 four additional banks were added as lenders and the revolving commitment was increased to [redacted] On October 19, 2015, after a series of revolving commitment increases, the lenders agreed to further increase the revolving commitment amount to [redacted] At December 31, 2015, $1.8 billion of the Capital Platform Credit Facility was available fo[redacted] Partners VII. The obligations under the Capital Platform Credit Facility are specific liabilities to the Borrower responsible for each borrowing or letter of credit and are not cross-collateralized or cross-guaranteed. [redacted] The Partnerships were responsible for borrowings of $[redacted] and repayments of $[redacted] during the period from January 2[redacted] 2015 to December 31, 2015. For the period from January 27, 2015 to December 31, 2015, the Partnerships incurred interest on borrowings of [redacted] The average interest rate on borrowings during 2015 was [redacted] The carrying value of the Secured Revolving Credit Facility approximates its fair value.

(9) Investment Commitments

The Partnerships signed investment commitments with respect to private equity investments of approximatel[redacted] as of December 31, 2015.

(10) Subsequent Events

There have been no subsequent events through January 29, 2016, the date that the Partnerships' Combined Financial Statements were available to be issued, that require recognition or disclosure in such financial statements.

ATTACHMENT D

None of the entities identified on Exhibit 4 of this Form 394 has any other business affiliation and cable system ownership interests.

EXHIBIT 2

September 7, 2016

EXHIBIT 2

Attachment A to Exhibit 2 is a copy of the Membership Interest Purchase Agreement By and Among Yankee Cable Partners, LLC, Yankee Cable Parent, LLC, and Radiate HoldCo, LLC, dated as of August 12, 2016 (the "Purchase Agreement").

Pursuant to the Purchase Agreement, at the closing of the transactions contemplated thereby, Radiate HoldCo, LLC, an indirect subsidiary of Radiate Holdings, L.P., will acquire from Yankee Cable Partners, LLC all of the outstanding membership interests of Yankee Cable Parent, LLC. As a result of the transactions contemplated by the Purchase Agreement, Yankee Cable Parent, LLC will be a wholly owned, direct subsidiary of Radiate HoldCo, LLC.

Pursuant to Section I, Part I, 2(a) of the Form 394, certain exhibits and schedules to the above Purchase Agreement have been redacted, as they are not necessary in order to understand the terms of the Purchase Agreement, contain confidential trade, business, pricing or marketing data, and are not otherwise publicly available.

Additionally, certain pages in the attached have been marked confidential. Transferee asks that these pages be accorded confidential treatment to protect non-public business information.

Attachments B and C to Exhibit 1 are pre-and post-transaction corporate organizational charts.

ATTACHMENT A

Membership Purchase Agreement

August 12, 2016

Execution Version

MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

YANKEE CABLE PARTNERS, LLC,

YANKEE CABLE PARENT, LLC,

AND

RADIATE HOLDCO, LLC

DATED AS OF AUGUST 12, 2016

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SCHEDULES

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated as of August 12, 2016, is made by and among Yankee Cable Partners, LLC, a Delaware limited liability company ("Seller"), Yankee Cable Parent, LLC, a Delaware limited liability company (the "Company") and Radiate HoldCo, LLC, a Delaware limited liability company ("Buyer"). The Company, Seller and Buyer shall be referred to herein from time to time collectively as the "Parties". Capitalized terms used but not otherwise defined herein have the meanings set forth in Section 1.1.

WHEREAS, Seller owns 100% of the membership interests (the "Membership Interests") of the Company; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Membership Interests, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

"2016 Capital Expenditure Plan" means the management plan with respect to capital expenditures of the Group Companies for the 2016 fiscal year attached hereto as Schedule I, as adjusted to take into account any additional capital expenditures for the 2016 fiscal year approved by the board of directors of the Company or its direct or indirect parent after the date of this Agreement in accordance with Section 6.01(a).

"2017 Capital Expenditure Plan" means the capital expenditure plan of the Group Companies for the 2017 fiscal year as approved by the board of directors of the Company or its direct or indirect parent after the date of this Agreement, as adjusted to take into account any additional capital expenditures approved by the board of directors of the Company or its direct or indirect parent after the date of this Agreement with respect to the 2017 fiscal year, in each case, in accordance with Section 6.01(a).

"2016 Per Diem Amount" means the quotient equal to (i) the amount of capital expenditures of the Group Companies to be spent under the 2016 Capital Expenditure Plan, divided by (ii) 366.

"2017 Per Diem Amount" means the quotient equal to (i) the amount of capital expenditures of the Group Companies to be spent under the 2017 Capital Expenditure Plan, divided by (ii) 365.

"2020 Notes" means the outstanding $305,000,000 aggregate principal amount of 8.50% Senior Notes due 2020, issued by RCN Telecom Services, LLC and RCN Capital Corp. pursuant to the Indenture.

"Accounting Firm" has the meaning set forth in Section 2.4(b)(ii).

"Acquisition Transaction" has the meaning set forth in Section 6.8.

"Action" means any claim (including any cross-claim or counterclaim), action, suit, cause of action, charge, demand, litigation, order, proceeding (including any civil, commercial, criminal, administrative, investigative, informal or appellate proceeding), arbitral action, complaint, hearing, dispute resolution process, governmental audit, inquiry, criminal prosecution or investigation.

"Actual Capital Expenditures" means the aggregate amount of capital expenditures of the Group Companies paid in cash or accrued as a current liability in the calculation of Net Working Capital, in each case, under the 2016 Capital Expenditure Plan or the 2017 Capital Expenditure Plan, as applicable, during the Capex Measurement Period.

"Adjustment Time" means 12:01 a.m. New York, New York time on the Closing Date.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto. Notwithstanding the foregoing, in no event shall Buyer or any of its Subsidiaries be considered an Affiliate of any investment fund affiliated with the Sponsor or any portfolio company of the Sponsor or any investment fund affiliated with the Sponsor, nor shall any investment fund affiliated with the Sponsor or any portfolio company of the Sponsor or any investment fund affiliated with the Sponsor be considered an Affiliate of Buyer or any of its Subsidiaries.

"Affiliate Contracts" has the meaning set forth in Section 3.18.

"Agreement" has the meaning set forth in the introductory paragraph to this Agreement.

"Allocation Schedule" has the meaning set forth in Section 2.6(b).

"Ancillary Documents" has the meaning set forth in Section 3.3.

"Announcement" has the meaning set forth in Section 6.5.

"Basic Video Services" means the lowest tier of Cable Video Programming Service sold to subscribers of the Cable System in question as a package, and includes broadcast and satellite video programming retransmitted on the Cable System, for which a subscriber pays a fixed monthly fee to the Company or any of its Subsidiaries; provided, however, that Basic Video

Services excludes Premium Video Service, Expanded Basic Services, Digital Services, Telephony Services, any new product tier or High Speed Internet Services.

"Business" means the businesses of the Company and its Subsidiaries, taken together.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York are open for the general transaction of business.

"Buyer" has the meaning set forth in the introductory paragraph to this Agreement.

"Buyer Related Party" has the meaning set forth in Section 8.2(b).

"Cable Act" means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sections 521 et seq., all other provisions of the Cable Communications Policy Act of 1984 and the provisions of the Cable Television Consumer Protection and Competition Act of 1992, and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act of 1934 (in each case, including the FCC Rules), in each case as amended and in effect from time to time.

"Cable Regulatory Authorities" means the state agency with franchising authority or local franchising authority with jurisdiction over the Cable System in question, and the FCC with respect to the provision of Cable Video Programming Services.

"Cable System" shall have the meaning ascribed to it at 47 U.S.C. § 522.

"Cable Video Programming Service" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

"Capex Deficiency" means the amount (if any) by which the Actual Capital Expenditures for the Capex Measurement Period are less than the Target Capital Expenditures for the Capex Measurement Period.

"Capex Measurement Period" means the period commencing on and including January 1, 2016 and ending on and including the last day immediately prior to the Closing Date.

"Cash and Cash Equivalents" means with respect to any Person as of any time, the aggregate amount of such Person's cash, cash equivalents and marketable securities as of such time, including the amounts of any received but uncleared checks, drafts and wires issued prior to such time; provided that "Cash and Cash Equivalents" (A) shall not include (x) Restricted Cash, (y) deposits in escrow with third parties or (z) cash, cash equivalents or marketable securities securing letters of credit or other payment obligations; and (B) shall be calculated net of outstanding checks, drafts or transfers as of such time.

"Cause" means, with respect to any Person: (i) such Person's willful breach of, material insubordination with respect to, or gross negligence or malfeasance in the performance of, his or her duties to the Group Companies; or (ii) the indictment of such Person for the commission of a felony or any other crime involving moral turpitude or the commission of any other act or omission involving dishonesty, disloyalty or fraud upon the Group Companies or any of their

customers or suppliers; or (iii) any act of moral turpitude or willful misconduct by such Person which is intended to result in significant personal enrichment of such Person or any related Person at the expense of the Group Companies.

"Chancery Court" has the meaning set forth in Section 9.14.

"Closing" has the meaning set forth in Section 2.2.

"Closing Cash" means the aggregate amount of Cash and Cash Equivalents of the Group Companies as of the Adjustment Time.

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Failure Notice" has the meaning set forth in Section 8.1(f).

"Closing Indebtedness" means the aggregate amount of Indebtedness of the Group Companies as of the Adjustment Time.

"Closing Statement" has the meaning set forth in Section 2.4(b)(i).

"Closing Working Capital" means the Net Working Capital of the Group Companies as of the Adjustment Time, determined in accordance with Section 2.4(e).

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state law.

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

"Communications Act" means the Communications Act of 1934, as amended codified at 47 U.S.C. §151, *et seq.*

"Company" has the meaning set forth in the introductory paragraph to this Agreement.

"Company Permits" has the meaning set forth in Section 3.9(b).

"Compliant" means (i) the Required Information does not contain any untrue statement of a material fact regarding the Group Companies, or omit to state any material fact regarding the Group Companies necessary in order to make such Required Information not materially misleading in light of the circumstances in which made, (ii) the Company's auditors have not withdrawn any audit opinion with respect to any financial statements included in the Required Information, (iii) if the Buyer has not exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), the Company's auditors have delivered drafts of customary comfort letters, including customary negative assurance comfort with respect to the periods following the end of the latest fiscal year or fiscal quarter for which historical financial statements are included in the Required Information, and such auditors have confirmed they are prepared to issue any such comfort letter upon pricing throughout the Marketing Period and (iv) if the Buyer has not exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), the financial statements and other financial information included in the

Required Information is, and remains throughout the Marketing Period, compliant in all material respects with all applicable requirements of Regulation S-K and Regulation S-X (excluding information required by Regulation S-X Rule 3-05, Rule 3-09, Rule 3-10 and Rule 3-16, and Item 402 of Regulation S-K or information regarding executive compensation related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A and other customary exceptions) sufficient to permit (x) the relevant debt securities to be offered in a Rule 144A offering and (y) the Financing Sources (including underwriters, placement agents or initial purchasers) to receive customary comfort letters, including customary negative assurance comfort with respect to periods following the end of the latest fiscal year or fiscal quarter for which historical financial statements are included in the offering documents, in order to consummate any offering of debt securities in a Rule 144A offering throughout the Marketing Period, subject to the completion by such accountants of customary procedures relating thereto.

"Confidential Information" has the meaning set forth in Section 6.2.

"Constructive Termination" means, with respect to any Person, any of the following events which occur without such Person's express prior written consent: (i) a material adverse and substantial change in the role and duties of such Person that has remained uncured for ten (10) days after notice thereof was given by Buyer; (ii) a material reduction of such Person's base salary; or (iii) any requirement by such Person to Buyer or the Group Companies that such Person render his or her services somewhere other than within the metropolitan area that such Person renders services as of the Closing Date, excluding reasonable amounts of business travel consistent with such Person's duties.

"Contract" means any written or oral agreement, contract, lease or sublease, license or sublicense, purchase order, arrangement, commitment, indenture, note, security, instrument, consensual obligation, promise, covenant or undertaking, including all franchises, rights-of-way, bulk service, commercial service or multiple dwelling unit agreements, access agreements, Programming Agreements, bond, signal supply agreements, agreements with community groups, commercial leased access agreements, collocation agreements, capacity license agreements, partnership, joint venture or other similar agreements or arrangements, and advertising interconnect agreements, or any other agreement, understanding or arrangement and all rights associated therewith. Notwithstanding the foregoing, "Contract" shall not mean any Cable System franchise issued by a Cable Regulatory Authority or any franchise, license, permit, or similar arrangement issued by a Governmental Entity providing the Company with the ability to occupy public rights-of-way with communications facilities and equipment. "Contract" shall also be deemed to include any group of related Contracts.

"Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of March 1, 2013, by and among Yankee Cable Acquisition, LLC, as co-borrower, RCN Telecom Services, LLC, as co-borrower, SunTrust Bank, as Administrative Agent and Collateral Agent, and the other financial institutions from time to time party thereto, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of June 10, 2013.

"Customer" means a subscriber to a Service.

"Customer Information" shall mean all personally identifiable information and data and sensitive financial information, including PCI data, pertaining to customers and collected by or on behalf of the Company or a Subsidiary, supplied by a customer of the Company or a Subsidiary thereof, or on such customer's behalf, to the Company or any Subsidiary thereof.

"Debt Commitment Letter" has the meaning set forth in Section 5.5(a).

"Debt Financing" has the meaning set forth in Section 5.5(a).

"Debt Financing Commitments" has the meaning set forth in Section 5.5(a).

"Digital Services" means an optional tier of digital video programming and music services offered to subscribers of the Cable Systems beyond the tier of service qualifying as Expanded Basic Service.

"Draft Allocation Schedule" has the meaning set forth in Section 2.6(b).

"Employee Benefit Plan" means each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) , each employment, individual consulting, change of control, retention, severance or similar contract, plan, program, agreement, arrangement or policy and each other contract, plan, agreement, arrangement or policy providing for compensation, bonuses, salary continuation, profit-sharing, savings, stock option, stock appreciation right, stock purchase, restricted stock, restricted stock unit or other stock-related rights or other forms of incentive or deferred compensation (including under any non-qualified plan), vacation benefits, health or medical benefits, employee assistance program, disability or sick leave benefits, supplemental unemployment benefits, retirement benefits (including early retirement or pension, health, medical or life insurance benefits), supplemental retirement benefits or any other similar fringe or welfare benefit contract, plan, agreement, arrangement or policy which is maintained, administered, contributed to or required to be contributed to by any Group Company for the benefit of or relating to any current or former employee, individual independent contractor, individual service provider, officer or director of any Group Company, or with respect to which any Group Company has any liability, contingent or otherwise.

"Enterprise Value" means $1,600,000,000.

"Environmental Laws" means all applicable federal, state and local statutes, laws, rules, regulations, codes and ordinances concerning pollution or protection of the environment or human health and safety (regarding hazardous materials, substances or wastes), as such of the foregoing are promulgated and in effect on or prior to the Closing Date.

"Equity Commitment Letter" has the meaning set forth in Section 5.5(a).

"Equity Financing" has the meaning set forth in Section 5.5(a).

"Equity Securities" or "equity securities" of any Person means (a) capital stock, membership or partnership interest or other ownership interest of or in such Person; (b) securities directly or indirectly convertible into or exchangeable for any for the foregoing in clause (a); (c) options, warrants or other rights directly or indirectly to purchase or subscribe for any of the

foregoing in clause (a) or (b) or securities convertible into or exchangeable for any of the foregoing in clause (a) or (b); or (d) Contracts relating to the issuance of any of the foregoing in clauses (a) through (c) or giving any right to participate in or receive any payment based on the profits or performance of such Person (including any equity appreciation, phantom equity, profit participation or other similar plan or right).

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

"Escrow Account" has the meaning set forth in Section 2.3(a)(i)(A).

"Escrow Agent" has the meaning set forth in Section 2.3(a)(i)(A).

"Escrow Agreement" has the meaning set forth in Section 2.3(a)(i)(A).

"Escrow Amount" means an amount in cash equal to $14,222,000.

"Escrow Funds" has the meaning set forth in Section 2.3(a)(i)(A).

"Estimated Closing Statement" has the meaning set forth in Section 2.4(a).

"Estimated Purchase Price" has the meaning set forth in Section 2.4(a).

"Expanded Basic Services" means an optional tier of Cable Video Programming Services that are greater than Basic Video Services sold to subscribers of the Cable Systems, but does not include Premium Video Service, Digital Services, Telephony Services, any new product tier, or High Speed Internet Services.

"FCC" means the U.S. Federal Communications Commission.

"FCC Filings" shall have the meaning set forth in Section 6.4.

"FCC Rules" means the rules and regulations of the FCC, published in part 47 of the Code of Federal Regulations, and any orders or binding policy statements of the FCC.

"Final Purchase Price" has the meaning set forth in Section 2.4(d)(i).

"Financial Statements" has the meaning set forth in Section 3.4.

"Financing" has the meaning set forth in Section 5.5(a).

"Financing Commitments" has the meaning set forth in Section 5.5(a).

"Financing Sources" means the agents, arrangers, lenders (including the Lenders) and other entities that have committed to provide or arrange the Debt Financing, including the parties to the Debt Commitment Letter, any joinder agreements, indentures, purchase agreements or credit agreements entered pursuant thereto or relating thereto, together with their respective Affiliates and their and their respective Affiliates' current, former or future officers, directors, employees, partners, trustees, shareholders, equityholders, managers, members, limited partners,

controlling persons, agents and representatives and respective successors and assigns of the foregoing Persons.

"Franchise" has the meaning set forth in 47 U.S.C. § 522(9).

"Fraud" means actual fraud by a Party or such Party's directors, officers or Affiliates, which involves a knowing and intentional misrepresentation of a fact material to the transactions contemplated by this Agreement, with the intent of inducing any other party hereto to enter into this Agreement and upon which such other party has relied to its detriment (as opposed to any fraud claim based on constructive knowledge, negligent misrepresentation or a similar theory).

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation include its certificate of incorporation and by-laws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership and the "Governing Documents" of a limited liability company are its operating agreement and certificate of formation.

"Governmental Entity" means any United States or non-United States (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, taxing or other governmental authority or power of any nature, including any arbitral tribunal.

"Grande" means, collectively, Grande Parent LLC and each of its direct and indirect Subsidiaries.

"Grande Closing" has the meaning given to the term "Closing" in the Grande Purchase Agreement.

"Grande Purchase Agreement" means the Membership Interest Purchase Agreement, dated the date hereof, by and among Grande Investment L.P., a Delaware limited partnership, Grande Parent LLC, a Delaware limited liability company, and Buyer, as it may be amended, modified, supplemented or restated in accordance with its terms.

"Grande Required Information" has the meaning given to the term "Required Information" in the Grande Purchase Agreement.

"Grande Termination Fee" has the meaning given to the term "Termination Fee" in the Grande Purchase Agreement.

"Group Company" and "Group Companies" means, collectively, the Company and each of its Subsidiaries.

"High Speed Internet Services" means Broadband Internet access service, as defined in 47 C.F.R. § 8.2(a).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, as of any time, without duplication, (x) the outstanding principal amount of, accrued and unpaid interest on, fees, expenses and other payment obligations (including any prepayment penalties, premiums, costs, breakage or other amounts payable upon the discharge thereof at the Closing) arising under, and any obligations of any Group Company for (i) indebtedness for borrowed money (including amounts due and owing under the Credit Agreement and the 2020 Notes), (ii) other obligations evidenced by any note, bond, debenture or other debt security, (iii) interest rate swaps, collars, caps and similar hedging obligations (valued at the termination value thereof) if required by Buyer or by their terms to be terminated at the Closing, (iv) obligations for the deferred purchase price of property, assets, services or equity interests, including "earn-outs" and "seller notes" (but excluding any trade payables or accrued expenses arising in the ordinary course of business), (v) all reimbursement and other obligations with respect to letters of credit, bank guarantees, bankers' acceptances or other similar instruments, in each case, solely to the extent drawn, (vi) any obligation reflected or required to be reflected as a "capitalized lease" obligation or indebtedness in a consolidated balance sheet, in accordance with GAAP and (vii) guarantees by any Group Company (to the extent of the amount of such guarantees) of any indebtedness of a third party of the type described in the foregoing clauses (i) through (vi), (y) the amount accrued, or required to be accrued, on the balance sheet of the Company and its Subsidiaries in respect of the matters captioned *Dominick Burke v. RCN Telecom Services, LLC* and *Ashley Portman v. RCN Telecom Services, LLC* and (z) the aggregate amount of unpaid distributions in respect of unvested Equity Securities of any direct or indirect parent of the Company (net of any cash held by the Group Companies in respect of such unpaid distributions). Notwithstanding the foregoing, "Indebtedness" shall not include any (a) obligations under operating leases or in respect of any construction or performance bonds, (b) amounts included as Seller Expenses, or (c) amounts otherwise taken into account as current liabilities for purposes of the calculation of Closing Working Capital.

"Indenture" means that certain Indenture, dated as of August 3, 2013, by and among RCN Telecom Services, LLC and RCN Capital Corp., as issuers, the guarantors party thereto and Wilmington Trust, National Association as trustee, as amended by that certain First Supplemental Indenture, dated September 18, 2014.

"Intellectual Property Rights" means all patents, patent applications, trademarks, service marks and trade names, all goodwill associated therewith and all registrations and applications therefor, copyrights, copyright registrations and applications, Internet domain names, trade secrets, and know-how, in each case, to the extent protectable by applicable law.

"IP Rights" has the meaning set forth in Section 3.12.

"Latest Balance Sheet" has the meaning set forth in Section 3.4(a).

"Launch Fee" means any advance or lump sum payments of cash received by or payable to the Company or any of its Subsidiaries or any of their respective Affiliates or any Cable System in connection with any Programming Agreement.

"Law" or "law" means any federal, state, provincial, local or other law (including common law), statute, applicable rule, regulation, ordinance, court order, code, requirement with similar effect, or similar instrument or determination or award of a court or any other Governmental Entity.

"Leased Real Property" has the meaning set forth in Section 3.17(b).

"Lenders" has the meaning set forth in Section 5.5(a).

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, asserted or unasserted, or determined or determinable.

"Licensed Intellectual Property" shall mean all Intellectual Property Rights that are owned by any Person, other than the Company or any of its Subsidiaries, and licensed to the Company or any of its Subsidiaries, and used or held for use by Company or any of its Subsidiaries in the conduct of its Business.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge.

"Marketing Period" means the first period of eighteen (18) consecutive Business Days after the date of this Agreement beginning the first day on which, and throughout which, (i) Buyer shall have received the Required Information required pursuant to Section 6.11(c)(i), and such Required Information is Compliant, (ii) Buyer shall have received the Grande Required Information pursuant to Section 6.11(c)(i) of the Grande Purchase Agreement, and such Grande Required Information is Compliant (as defined in the Grande Purchase Agreement) and (iii) all conditions set forth in Section 7.1 and Section 7.2 (other than the condition set forth in Section 7.2(h)) have been satisfied or waived (other than those conditions which by their terms are to be satisfied at the Closing), and nothing has occurred and no condition exists that would cause any of the conditions set forth in Section 7.1 and Section 7.2 not to be satisfied assuming the Closing were to be scheduled for any time during such eighteen (18) consecutive Business Day period, and throughout which period (A) Buyer shall have continued to receive promptly (x) the Required Information from the Company and the Grande Required Information from Grande and (y) updates and supplements to such Required Information and such Grande Required Information as necessary to maintain the accuracy and completeness thereof, (B) all conditions set forth in Section 7.1 and Section 7.2 (other than the condition set forth in Section 7.2(h) and those conditions which by their terms are to be satisfied at the Closing) remain satisfied and (C) nothing has occurred and no condition exists that would cause any of the conditions set forth in Section 7.1 and Section 7.2 not to be satisfied assuming the Closing were to be scheduled for any time during such eighteen (18) consecutive Business Day period; provided, that (A) November 25, 2016 shall not be counted as a Business Day for such eighteen (18) consecutive Business Day period (provided that, for the avoidance of doubt, such exclusion shall not restart such eighteen (18) consecutive Business Day period), (B) such eighteen (18) consecutive Business

Day period shall not commence until any earlier than September 6, 2016 and (C) if such eighteen (18) consecutive Business Day period has not ended on or prior to December 19, 2016, then such eighteen (18) consecutive Business Day period shall not commence until January 3, 2017. Notwithstanding the foregoing, the Marketing Period shall not commence and shall be deemed not to have commenced if, on or prior to the completion of such eighteen (18) consecutive Business Day period, (1) (x) the Company (or any Affiliate thereof) has determined that a restatement of any financial information included in the Required Information is required, in which case the Marketing Period shall be deemed not to commence unless and until such restatement has been completed and the applicable Required Information has been amended or the Company (and any such Affiliate) has concluded that no such restatement shall be required or (y) Grande (or any Affiliate thereof) has determined that a restatement of any financial information included in the Grande Required Information is required, in which case the Marketing Period shall be deemed not to commence unless and until such restatement has been completed and the applicable Grande Required Information has been amended or Grande (and any such Affiliate) has concluded that no such restatement shall be required, and, in each case, the requirements in clauses (i), (ii) and (iii) above would be satisfied on the first day, throughout and on the last day of such new eighteen (18) consecutive Business Day period, (2) the Company's independent accountants shall have withdrawn any audit opinion with respect to any financial statements contained in the Required Information or Grande's independent accountants shall have withdrawn any audit opinion with respect to any financial statements contained in the Grande Required Information, in which case the Marketing Period shall not be deemed to commence unless and until, at the earliest, a new unqualified audit opinion is issued with respect to such financial statements for the applicable periods by the Company's independent accountants or Grande's independent accountants, as the case may be, and the requirements in clauses (i), (ii) and (iii) above would be satisfied on the first day, throughout and on the last day of such new eighteen (18) consecutive Business Day period, or (3) the Required Information would not be Compliant or the Grande Required Information would not be Compliant (as defined in the Grande Purchase Agreement) at any time during such eighteen (18) consecutive Business Day period, in which case a new eighteen (18) consecutive Business Day period shall commence upon the receipt by Buyer of updated Required Information that would be Compliant or Grande Required Information that would be Compliant (as defined in the Grande Purchase Agreement), and the requirements in clauses (i), (ii) and (iii) above would be satisfied on the first day, throughout and on the last day of such new eighteen (18) consecutive Business Day period (it being understood that, if at any time during the Marketing Period the Required Information provided at the initiation of the Marketing Period ceases to be Compliant or the Grande Required Information provided at the initiation of the Marketing Period ceases to be Compliant (as defined in the Grande Purchase Agreement), then the Marketing Period shall be deemed not to have occurred). Notwithstanding the provisions of this paragraph, the Marketing Period shall end on any earlier date on which the Debt Financing is consummated.

"Material Adverse Effect" means any change, event, circumstance or effect that, individually or taken together with other changes, events, effects or circumstances, has had or would reasonably be expected to have a material adverse effect upon (x) the financial condition, assets, liabilities, business or results of operations of the Group Companies, taken as a whole, or (y) the ability of Seller or the Company to consummate or timely perform any of the transactions contemplated hereby; provided, however, that any adverse change, event, circumstance or effect to the extent arising from or related to the following shall not be taken into account in

determining whether a Material Adverse Effect of the type described in the foregoing clause (x) has occurred: (i) conditions affecting the United States economy or any foreign economy generally, (ii) any general national or international political or social conditions, including the engagement or cessation by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) general changes to financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP, (v) changes in any laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity, (vi) any change that is generally applicable to the industries or markets in which the Group Companies operate, (vii) the public announcement of the transactions contemplated by this Agreement, (viii) any failure by the Group Companies to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (provided, that the underlying cause of such failure to meet such projections, forecasts or revenue or earnings predictions shall not be excluded solely by virtue of this clause (viii)), (ix) the taking of any action (A) required by this Agreement and/or the Ancillary Documents (other than as required to comply with Section 6.1) or (B) at the written request of Buyer or any of its Affiliates or (x) changes in the weather, meteorological conditions or climate or natural disasters (including storms, hurricanes, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), except in the cases of the foregoing clauses (i), (ii), (iii), (iv) (v), (vi) or (x), to the extent any such change, event, circumstance or effect has a disproportionate effect on the Group Companies relative to other Persons principally engaged in the same industry as the Group Companies.

"Material Contracts" has the meaning set forth in Section 3.6(a).

"Material Real Property Lease" has the meaning set forth in Section 3.17(b).

"Membership Interests" has the meaning set forth in the recitals to this Agreement.

"Multiemployer Plan" has the meaning set forth in Section 4001(a)(3) of ERISA.

"Net Working Capital" means, as of any time, (i) the aggregate amount of current assets of the Group Companies as of such time, based solely on (A) the line items set forth in the example calculation of Net Working Capital attached hereto as Exhibit A and (B) any current asset of the Group Companies arising after the date of this Agreement and of the type that would not have been reflected in any such line item had such current asset existed as of the date of this Agreement, minus (ii) the aggregate amount of current liabilities of the Group Companies as of such time, based solely on (A) the line items set forth in the example calculation of Net Working Capital attached hereto as Exhibit A and (B) any current liability of the Group Companies arising after the date of this Agreement and of the type that would not have been reflected in any such line item had such current liability existed as of the date of this Agreement, in each case determined on a consolidated basis in accordance with Section 2.4(e), minus (iii) the amount of any Capex Deficiency (expressed as an absolute value). Notwithstanding anything to the contrary contained herein, "Net Working Capital" shall not include any amounts with respect to

Cash and Cash Equivalents, Seller Expenses or Closing Indebtedness or any deferred income Tax assets or liabilities.

"New Plans" has the meaning set forth in Section 6.6(a).

"Objection" has the meaning set forth in Section 2.4(b)(ii).

"Objection Notice" has the meaning set forth in Section 2.4(b)(ii).

"Ordinary Course of Business" or "ordinary course of business" means an action taken by a Person consistent (including with respect to nature, scope and magnitude) with the past practices, customs and procedures of such Person and taken in the ordinary course of the normal, day-to-day operations of such Person.

"Owned Real Property" means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by any Group Company.

"Parties" has the meaning set forth in the introductory paragraph to this Agreement.

"Patriot" means Patriot Media Consulting, LLC.

"Patriot Management Agreement" means the management agreement, dated as of August 26, 2010, by and between Patriot and RCN Telecom Services, LLC.

"Pay-off Letters" has the meaning set forth in Section 7.2(f).

"Permitted Liens" means (i) mechanic's, materialmen's, carriers', repairers' and other Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith by appropriate proceedings, (ii) Liens for Taxes, assessments or other governmental charges not yet due and payable or which are being contested in good faith by appropriate proceedings, (iii) encumbrances and restrictions on real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not secure an obligation to pay money and that do not materially interfere with the Group Companies' present uses or occupancy of such real property, (iv) Liens securing the obligations of the Group Companies under the funded Indebtedness, (v) Liens granted to any lender at the Closing in connection with any financing by Buyer of the transactions contemplated hereby, (vi) zoning, building codes and other land use laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the businesses of the Group Companies or any violation of which is not material, (vii) matters that would be disclosed by an accurate survey or inspection of the real property, (ix) Liens described on Schedule 1.1, (ix) any right, interest, Lien or title of a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any license or lease agreement or in the property being leased or licensed, (x) any obligations arising under or in connection with any construction or performance bonds to the extent that the Company and its Subsidiaries are in material compliance with the same obligations and (xi) non-exclusive licenses of IP Rights granted by the Group Companies in the Ordinary Course of Business.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

"Premium Video Service" means premium Cable Video Programming Services selected by and sold to subscribers on a Cable System on an *a la carte*, or individual service (or bundle of related services), basis for monthly fees in addition to the fees for Basic Video Services and Expanded Basic Services.

"Programming Agreement" means any Contract pursuant to which the Company or any of its Subsidiaries has the right to carry audio and/or video content or programming (or pay for or otherwise provide compensation to obtain video content or programming) and/or licensed video services on any Cable System and all related arrangements, including with respect to programming and launch initiatives and support; provided, that "Programming Agreement" shall not include any local Cable System leased access agreement required by any Law or Governmental Entity.

"Purchase Price" means (i) Enterprise Value, plus (ii) the amount of Closing Cash, plus (iii) the amount (if any) by which Closing Working Capital exceeds Target Working Capital by an amount greater than $250,000, minus (iv) the amount (if any) by which Target Working Capital exceeds Closing Working Capital by an amount greater than $250,000, minus (v) the amount of Closing Indebtedness, and minus (vi) the amount of Seller Expenses.

"Regulatory Filings" has the meaning set forth in Section 6.4.

"Related Person" means: (a) with respect to a particular individual: each other member of such individual's Family, any Person that is directly or indirectly controlled by any one or more members of such individual's Family and (b) with respect to a specified Person other than an individual: any Person that is an Affiliate of such specified Person or a director, officer or employee of such specified Person or Affiliate. For purposes of this definition, the "Family" of an individual includes (i) the individual, (ii) the individual's spouse or former spouse, and (iii) the individual's mother, father, mother-in-law, father-in-law, sibling or child (including by adoption or marriage).

"Restricted Cash" means any cash and cash equivalents of the Group Companies to the extent that such cash and cash equivalents are not usable by the Group Companies because it is subject to restrictions on use or distribution by applicable Law or Contract.

"Retransmission Consent Agreement" means a Programming Agreement whereby the Company or a Subsidiary thereof is expressly authorized to retransmit the signal of a commercial broadcasting station (other than a commercial broadcasting station that is a superstation (and that was a superstation on May 1, 1991) that is distributed by a Cable System and whose signals are distributed inside the local market of the originating station).

"Schedules" means the disclosure schedules to this Agreement, delivered by the Company to Buyer concurrently with the execution and delivery of this Agreement.

"Second Request" has the meaning set forth in Section 6.3(c).

"Seller" has the meaning set forth in the introductory paragraph to this Agreement.

"Seller Expenses" means, without duplication, the unpaid amount of all fees, costs and expenses (including those related to travel, legal and accounting) incurred by or on behalf of Seller or any Group Company at or prior to the Closing (whether or not invoiced) in connection with the sales process conducted by Seller and its Affiliates, the negotiation and consummation of this Agreement or any of the transactions contemplated by this Agreement, in each case, solely to the extent required to be paid or reimbursed by, or an obligation of, any of the Group Companies at or following the Closing, including (i) the fees and expenses of counsel, including Kirkland & Ellis LLP, (ii) accounting, investment banking, professional advisory or consulting fees and expenses, (iii) any success or change of control payments, bonuses or other similar payments payable to directors, officers, employees, consultants, independent contractors or Related Persons of the Group Companies as a result of the Closing and the employer portion of any Tax payable with respect to the amounts referred to in this clause (iii), in each case, other than any obligations arising as a result of actions taken by Buyer or by the Group Companies from and after the Closing, including any "double trigger" severance obligations, (iv) any amounts payable by any Group Company pursuant to Section 6.12 and (v) any unpaid franchise fees or any monetary or other penalties resulting from such unpaid fees to the extent such fees and penalties, if any, relate to the pre-Closing period and do not exceed $250,000, in the aggregate; provided, however, Seller Expenses shall be calculated without duplication of any amounts to the extent taken into account in the calculation of Closing Indebtedness or current liabilities for purposes of Closing Working Capital.

"Service" means any Basic Video Services, Expanded Basic Services, Digital Services, Premium Video Services, Telephony Services, other telecommunications services provided to commercial customers, or High Speed Internet Services.

"Sponsor" has the meaning set forth in Section 5.5(a).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, business entity or other Person of which (i) if a corporation, 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 (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof 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 and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director, general partner or managing member of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Target Capital Expenditures" means an amount equal to (i) (A) the 2016 Per Diem Amount multiplied by (B) the number of days from fiscal year 2016 included in the Capex

Measurement Period, plus (ii) (A) the 2017 Per Diem Amount multiplied by (B) the number of days from fiscal year 2017 included in the Capex Measurement Period.

"Target Working Capital" means negative forty eight million one hundred thousand dollars (-$48,100,000).

"Tax" means (i) any federal, state, local or non-United States taxes, charges, fees, levies or other assessments of any kind whatsoever, including income, gross receipts, franchise, estimated, alternative minimum, sales, use, transfer, value added, excise, stamp, customs, duties, real property, personal property, capital stock, social security, payroll, license, employment, unemployment, withholding or other tax and any interest, penalties or additions to tax in respect of the foregoing and (ii) any liability for the payment of any amounts described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period.

"Tax Acquired Assets" has the meaning set forth in Section 2.6(a).

"Tax Consideration" has the meaning set forth in Section 2.6(a).

"Tax Return" means returns, information returns, statements, and reports relating to Taxes required to be filed with a Governmental Entity, including any schedules or attachments thereto and any amendments thereof.

"Telephony Services" means voice telephone service provided to customers for a fixed monthly fee regardless of the technology used.

"Telecommunications Regulatory Authorities" means collectively the FCC and applicable State public utility commissions or Governmental Entity governing the provision of domestic intrastate or interstate telecommunications services in the states in which the Company or any of its Subsidiaries provides such services.

"Termination Date" has the meaning set forth in Section 8.1(d).

"Termination Fee" has the meaning set forth in Section 8.2(b).

"WARN ACT" means the Worker Adjustment Retraining and Notification Act of 1988, as amended, as well as analogous applicable state and local laws.

ARTICLE 2
PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Membership Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will purchase from Seller, and Seller will sell to Buyer, the Membership Interests free and clear of all Liens (other than restrictions on transferability arising under applicable federal, state or other securities Laws) in exchange for the Purchase Price. The Purchase Price will be estimated prior to the Closing Date and subject to post-Closing adjustments as provided in Section 2.4.

Section 2.2 Closing of the Transactions Contemplated by this Agreement. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., New York, New York time on the third (3rd) Business Day after satisfaction (or waiver) of the conditions set forth in Article 7 (other than those conditions which by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) (the "Closing Date") at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, unless another time, date or place is agreed to in writing by Buyer and Seller; provided, however, that notwithstanding the satisfaction or waiver of the conditions set forth in Article 7, if the Marketing Period has not ended at the time of the satisfaction or waiver of such conditions (other than those conditions which by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), the Closing shall occur instead on the date following the satisfaction or waiver of such conditions that is the earlier to occur of (i) any Business Day during the Marketing Period specified by Buyer on no less than three (3) Business Days' written notice to Seller and (ii) the first Business Day following the final day of the Marketing Period, but subject, in each case, to the satisfaction or waiver of the conditions set forth in Article 7 (other than those conditions which by their terms are to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions at Closing).

Section 2.3 Deliveries at the Closing.

(a) Deliveries by Buyer. At the Closing, Buyer shall make the following payments:

(i) Buyer shall pay the Estimated Purchase Price to Seller by:

(A) depositing the Escrow Amount into an escrow account (the "Escrow Account") to be established and maintained by Citigroup, N.A. (the "Escrow Agent") pursuant to an escrow agreement, substantially in the form of Exhibit B attached hereto (the "Escrow Agreement"), to be entered into on the Closing Date by and among Seller, Buyer and the Escrow Agent. The funds held in the Escrow Account (the "Escrow Funds") shall serve as security for and the source of payment of Seller's obligations pursuant to Section 2.4(d)(ii), if any; and

(B) paying to Seller an amount equal to the Estimated Purchase Price minus the Escrow Amount.

(ii) Buyer shall pay, or cause a Group Company to pay, in full all Indebtedness outstanding under the Credit Agreement in accordance with the Pay-off Letters;

(iii) Buyer shall pay, or cause a Group Company to pay, all Seller Expenses in accordance with payment instructions delivered by Seller to Buyer; and

All payments made by Buyer pursuant to this Section 2.3(a) shall be made by wire transfer of immediately available funds to the accounts specified by Seller at least three (3) Business Days prior to the Closing Date.

(b) Other Deliveries. At the Closing, the closing certificates and other documents required to be delivered pursuant to Article 7 with respect to the Closing will be exchanged.

Section 2.4 Purchase Price.

(a) Estimated Purchase Price. No later than three (3) Business Days prior to the Closing, Seller shall deliver to Buyer a statement (the "Estimated Closing Statement") setting forth its good faith estimates of Closing Working Capital (and the underlying calculations therefor), Closing Cash (setting forth each element thereof), Closing Indebtedness and Seller Expenses, together with a calculation of the Purchase Price (the "Estimated Purchase Price") based on such estimates. The Estimated Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with this Agreement, including Section 2.4(e).

(b) Determination of Final Purchase Price.

(i) As soon as reasonably practicable, but no later than sixty (60) days after the Closing Date, Buyer shall prepare and deliver to Seller a statement (the "Closing Statement") setting forth Buyer's good faith determination of the actual amounts of Closing Working Capital, Closing Cash, Closing Indebtedness and Seller Expenses, together with a calculation of the Purchase Price based thereon. The Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with this Agreement, including Section 2.4(e).

(ii) Within thirty (30) days following receipt by Seller of the Closing Statement, Seller shall deliver written notice (an "Objection Notice") to Buyer of any dispute it has with respect to the preparation or content of the Closing Statement. Any amount, determination or calculation contained in the Closing Statement and not specifically disputed in a timely delivered Objection Notice shall be final, conclusive and binding on the Parties. If Seller does not timely deliver an Objection Notice with respect to the Closing Statement within such thirty (30) day period, the Closing Statement will be final, conclusive and binding on the Parties. If an Objection Notice is timely delivered within such thirty (30) day period, Buyer and Seller shall negotiate in good faith to resolve each dispute raised therein (each, an "Objection"). If Buyer and Seller, notwithstanding such good faith efforts, fail to resolve any Objections within fifteen (15) days after Seller delivers an Objection Notice, then Buyer and Seller shall jointly engage the dispute resolution group of KPMG LLP (the "Accounting Firm") to resolve such disputes (acting as an expert and not an arbitrator) in accordance with this Agreement (including Section 2.4(e)) as soon as practicable thereafter (but in any event within thirty (30) days after engagement of the Accounting Firm). Buyer and Seller shall cause the Accounting Firm to deliver a written report containing its calculation of the disputed Objections (which calculation shall be within the range of dispute between the Closing Statement and the Objection Notice) within such thirty (30) day period. The Accounting Firm shall make a final determination of each Objection based solely on the definitions and other applicable provisions of this Agreement (and shall not conduct an independent investigation), on a single written presentation submitted by each of Buyer and Seller (which the Accounting Firm shall be instructed to distribute to Buyer and Seller upon receipt of both such presentations) and on one written response of Buyer

and Seller to each such presentation so submitted (which the Accounting Firm shall be instructed to distribute to Buyer and Seller upon receipt of such responses). For the avoidance of doubt, neither Buyer nor Seller shall have any *ex parte* communications with the Accounting Firm relating to this Section 2.4(b) or this Agreement. All Objections that are resolved between the Parties or are determined by the Accounting Firm will be final, conclusive and binding on the Parties absent manifest error. The costs and expenses of the Accounting Firm shall be borne by Buyer and Seller in proportion as is appropriate to reflect their relative success in the resolution of the dispute. For example, if Seller challenges the calculation of the Final Purchase Price by an amount of $100,000, but the Accounting Firm determines that Seller has a valid claim for only $60,000, then Buyer shall bear sixty percent (60%) of the fees and expenses of the Accounting Firm and Seller shall bear the other forty percent (40%) of such fees and expenses.

(c) Access. Buyer shall, and shall cause each Group Company to, make its financial records, accounting personnel and advisors reasonably available to Seller, its accountants and other representatives and the Accounting Firm pursuant to the terms of a customary confidentiality agreement at reasonable times during the review by Seller and the Accounting Firm of, and the resolution of any Objections with respect to, the Closing Statement.

(d) Adjustments.

(i) Payment by the Company. If the Purchase Price as finally determined pursuant to Section 2.4(b) (the "Final Purchase Price") exceeds the Estimated Purchase Price, Buyer shall, or shall cause a Group Company to, pay to Seller an amount equal to such excess by wire transfer of immediately available funds within three (3) Business Days after the date on which the Final Purchase Price is finally determined.

(ii) Payment from the Escrow Funds. If the Final Purchase Price is less than the Estimated Purchase Price, then within three (3) Business Days after the date on which the Final Purchase Price is finally determined, then Seller and Buyer shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to disburse to Buyer a portion of the Escrow Funds equal to the amount of such shortfall.

(iii) Release of Escrow Funds. Within three (3) Business Days after the date on which the Final Purchase Price is finally determined, Seller and Buyer shall deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to release and pay to Seller, by wire transfer of immediately available funds to the bank account designated in such joint written instruction no later than the fifth (5^{th}) Business Day after the date on which the Final Purchase Price is finally determined an amount equal to the Escrow Funds remaining in the Escrow Account after giving effect to any payment required pursuant to Section 2.4(d)(ii).

(e) Accounting Procedures. The Estimated Closing Statement, the Closing Statement and the determinations and calculations contained therein shall be prepared and calculated on a consolidated basis for the Group Companies in accordance with GAAP, consistent with the same accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, inclusions, exclusions and valuation and estimation methodologies) used and applied by the Group Companies in the preparation of the Latest Balance Sheet to the extent such principles, practices, procedures, policies and methods were

used or applied in accordance with GAAP, except that such statements, calculations and determinations: (i) shall not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement; (ii) shall be based on facts and circumstances as they exist prior to or at the Closing and shall exclude the effect of any change in law or GAAP or any other act, decision or event occurring after the Closing; and (iii) shall follow the defined terms contained in this Agreement whether or not such terms are consistent with GAAP.

Section 2.5 Withholding. Buyer and the Company shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable Tax law. Amounts deducted and withheld pursuant to this Section 2.5 and paid over to the appropriate Tax authority 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.

Section 2.6 Tax Treatment; Allocation.

(a) The Parties (i) agree that the purchase and sale of the Membership Interests will be treated for U.S. federal income tax purposes as a purchase and sale of the assets (including any equity interests in Subsidiaries of Company that are classified as associations for U.S. federal income tax purposes) of the Group Companies that are classified as partnerships, disregarded entities, or other flow-through entities for U.S. federal income tax purposes ("Tax Acquired Assets"), (ii) shall allocate the Purchase Price and all other relevant amounts (the "Tax Consideration") among such assets for U.S. federal and applicable state income tax purposes in accordance with the Allocation Schedule (as defined below) and (iii) shall file all U.S. federal and applicable state income Tax Returns in a manner consistent therewith. The Parties agree that the Tax Consideration does not include Buyer's expenses incurred in connection with the transactions contemplated by this Agreement.

(b) Seller and Buyer agree to allocate the Tax Consideration among the Tax Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder. No later than ninety-days (90) days after the Closing Date, Buyer shall deliver to Seller a preliminary allocation of the Tax Consideration among the Tax Acquired Assets as of the Closing Date (the "Draft Allocation Schedule"), together with detailed supporting calculations and such other materials with respect thereto as Seller shall reasonably request. If Seller does not object to the Draft Allocation Schedule within thirty (30) days of receipt thereof, then the Draft Allocation Schedule shall become final and binding on the Parties and shall be referred to herein as the "Allocation Schedule." Any objection to the Draft Allocation Schedule shall be made in writing to Buyer and shall set forth the basis for such objection in reasonable detail. If Seller objects to the Draft Allocation Schedule, then Buyer and Seller shall negotiate in good faith to resolve promptly any such objection. If Buyer and Seller do not obtain a final resolution within thirty (30) days after Buyer has received the statement of objections, then the items in dispute shall be submitted to the Accounting Firm in accordance with Section 2.4(b)(ii). The Draft Allocation Schedule, as adjusted to reflect the Accounting Firm's resolution of any disputed item(s) pursuant to this Section 2.6(b) and any subsequent agreement between Seller and Buyer, shall be final and binding on the Parties and be referred to herein as the "Allocation

Schedule." Seller and Buyer shall cooperate in good faith to update the Allocation Schedule to account for any adjustments to the Tax Consideration that may occur after the Closing Date.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer as follows:

Section 3.1 Organization and Qualification; Subsidiaries.

(a) Each Group Company is a corporation, limited liability company, limited partnership or other applicable business entity duly organized, validly existing and in good standing (if applicable) under the laws of its jurisdiction of formation. Each Group Company has the requisite corporate, limited liability company, limited partnership or other applicable business entity power and authority to own, lease and operate its material properties and to carry on its businesses as presently conducted.

(b) Each Group Company is duly qualified or licensed to transact business and is in good standing (if applicable) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Capitalization of the Group Companies.

(a) The Membership Interests comprise all of the Equity Securities of the Company that are issued and outstanding, and the Membership Interests have been duly authorized and validly issued and are fully paid and non-assessable. There are outstanding (i) no other equity securities of the Company, (ii) no securities of the Company that are convertible into or exchangeable for, at any time, equity securities of the Company, and (iii) no options or other rights to acquire from the Company and no obligations of the Company to issue, any equity securities or securities convertible into or exchangeable for equity securities of the Company.

(b) Except as set forth on Schedule 3.2(b), no Group Company directly or indirectly owns any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, at any time, any equity or similar interest in, any Person. Except as set forth on Schedule 3.2(b), all outstanding equity securities of each Subsidiary of the Company (except to the extent such concepts are not applicable under the applicable law of such Subsidiary's jurisdiction of formation or other applicable law) have been duly authorized and validly issued, are free and clear of any preemptive rights (except to the extent provided by applicable law), restrictions on transfer or Liens (other than restrictions on transferability arising under applicable federal, state and other securities Laws) and are owned, beneficially and of record, by another Group Company. Except as set forth on Schedule 3.2(b), there are no outstanding (i) equity securities of any Subsidiary of the Company, (ii) securities of any Subsidiary of the Company convertible into or exchangeable for, at any time, equity securities of any Subsidiary of the Company, or (iii) options or other rights to acquire from any Subsidiary of the Company, and no

obligation of any Subsidiary of the Company to issue any equity securities or securities convertible into or exchangeable for, at any time, equity securities of any Subsidiary of the Company.

(c) True and complete copies of all Governing Documents of each Group Company in effect on the date hereof have been made available to Buyer prior to the date hereof, and each Group Company is in compliance with its respective Governing Documents.

Section 3.3 Authority. The Company has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument and/or certificate contemplated by this Agreement to be executed in connection with the transactions contemplated hereby (the "Ancillary Documents") and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action on the part of the Company. This Agreement has been (and the execution and delivery of each of the Ancillary Documents to which the Company is a party will be) duly executed and delivered by the Company and constitute a valid, legal and binding agreement of the Company (assuming that this Agreement has been and the Ancillary Documents to which the Company is a party will be duly and validly authorized, executed and delivered by Buyer), enforceable against the Company in accordance with their terms, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including, specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 3.4 Financial Statements; No Undisclosed Liabilities. Attached hereto as Exhibit C are true and complete copies of the following financial statements (such financial statements, the "Financial Statements"):

(a) the audited consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2015 (the "Latest Balance Sheet"), December 31, 2014 and December 31, 2013, and the related audited consolidated statements of income and cash flows for the fiscal years then ended; and

(b) the unaudited consolidated balance sheet of Company and its Subsidiaries as of June 30, 2016, and the related unaudited consolidated statements of income and cash flows for the six (6)-month period then ended.

(c) Except as set forth on Schedule 3.4, the Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, except as may be indicated in the notes thereto and subject, in the case of unaudited Financial Statements, to the absence of footnotes and normal year-end adjustments and (ii) fairly present, in all material respects, the consolidated financial position of the Group Companies as of the dates thereof and their consolidated results of operations for the periods then ended (subject, in the case of unaudited Financial Statements, to the absence of footnotes and normal year-end adjustments). The Group Companies maintain a system of accounting established and

administered to allow the Group Companies to record assets and liabilities in all material respects in accordance with GAAP.

(d) Except as set forth on Schedule 3.4, the Group Companies do not have any Liabilities that are required under GAAP to be disclosed on or reserved for in the Financial Statements, except for Liabilities (i) specifically stated and adequately reserved against in the Latest Balance Sheet, (ii) that have been incurred in the ordinary course of business since the date of the Latest Balance Sheet, none of which individually or in the aggregate are material to the Group Companies, taken as a whole, (iii) arising under this Agreement or any Ancillary Document or (iv) arising after the date hereof in the ordinary course of business under executory Contracts to which any Group Company is a party, other than as a result of breach of or default under such Contract.

Section 3.5 Consents and Requisite Governmental Approvals; No Violations. Except as set forth on Schedule 3.5, assuming the truth and accuracy of the representations and warranties of Buyer set forth in Section 5.3, no notices to, filings with, or authorizations, consents or approvals of any Person or Governmental Entity are necessary for the execution, delivery or performance by any Group Company of this Agreement or the Ancillary Documents to which such Group Company is a party or the consummation by any Group Company of the transactions contemplated hereby, except for (i) compliance with, filings under, and authorizations, consents or approvals pursuant to (A) the HSR Act, (B) the Communications Act and the FCC Rules, and (C) state and local government statutes, rules or ordinances governing the provision of any Service as set forth on Schedule 3.5, (ii) those the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect and (iii) those that may be required solely by reason of Buyer's (as opposed to any other third party's) participation in the transactions contemplated hereby. Neither the execution, delivery or performance by any Group Company of this Agreement or the Ancillary Documents to which the Company is a party nor the consummation by the Company of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of any Group Company's Governing Documents, (b) except as set forth on Schedule 3.5, result in a modification, violation or breach of, or cause acceleration or loss of benefits, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any Material Contract, (c), provided the requisite filings, authorizations, consents, or approvals referenced in clause (i) above are made or obtained, violate any order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity having jurisdiction over any Group Company or any of their respective properties or assets, or (d) except as contemplated by this Agreement or with respect to Permitted Liens, result in the creation of any Lien upon any of the assets of any Group Company, which in the case of any of clauses (b) through (d) above, would reasonably be expected to have a Material Adverse Effect.

Section 3.6 Material Contracts.

(a) Schedule 3.6(a) sets forth a list of the following Contracts (including, for purposes of this Section 3.6(a), any Contract that is oral) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is otherwise bound,

other than this Agreement or any Ancillary Document (each Contract set forth on, or required to be set forth on, Schedule 3.6, a "Material Contract"):

(i) any Affiliate Contracts;

(ii) (A) any Contract upon which the Business is dependent, including Contracts to sell the major part of the products or services of the Company and its Subsidiaries, to purchase a major part of the requirements of goods, services or raw materials of the Company and its Subsidiaries, or any franchise or license Contract to use Licensed Intellectual Property upon which the Business depends to a material extent, other than licenses for commercially available off-the-shelf software; and (B) any material Contract under which any Group Company has licensed or otherwise granted or made available any IP Rights to any third party, other than non-exclusive licenses of IP Rights granted by the Group Companies in the Ordinary Course of Business;

(iii) any Contract calling for the acquisition or sale of any property, plant or equipment for a consideration exceeding two and one-half percent (2.5%) of the total fixed assets of the Company and its Subsidiaries on a consolidated basis;

(iv) any lease for any property (whether real or personal, tangible or intangible) used by the Company or any of its Subsidiaries (A) with aggregate annual lease payments exceeding $1,000,000 or (B) for any headend or HUB site;

(v) any Contract involving the obligation of the Company or any of its Subsidiaries to purchase or provide products, materials, supplies, goods, equipment, other assets or services (other than Intellectual Property Rights), or any distributor, sales, advertising, or marketing Contract pursuant to which the aggregate amount of payments to become due from, or received by, the Company or any of its Subsidiaries under such Contract, together with all other related Contracts with and purchases through tariffs or otherwise from the other party thereto, was equal to or exceeded $1,000,000 for the calendar year 2015 or the twelve-month period ended June 30, 2016 (in each case, other than purchase orders entered into in the ordinary course of business and other Contracts that are terminable on less than 120 days' notice without any penalty or payment);

(vi) any Contract (A) pursuant to which the Company or any of its Subsidiaries are obligated to make a capital expenditure or purchase a capital asset for an amount equal to or in excess of $500,000 (other than (x) a Contract that is on the 2016 Capital Expenditure Plan or (y) purchase orders for assets entered into in the ordinary course) or (B) that relates to a capital lease which has been, or is required to be, recorded as a capital lease under GAAP;

(vii) any Contract that (A) prohibits or otherwise restricts, in any material respect, the Company or any of its Affiliates from competing with any other Person or otherwise engaging in any lawful business activity (including limits on the freedom to offer any product or service) or engaging in any such activity in any line of business, market or geographic area, or that restricts or limits the Company or any of its Subsidiaries from conducting its Business as currently conducted, as has been historically conducted in the Ordinary Course of

Business, or as currently proposed to be conducted or (B) contains a most favored nation, take or pay, exclusivity, requirements or similar provision that is material to the Group Companies (taken as a whole) or purports to apply to any of their respective Affiliates;

(viii) any Contract relating to Indebtedness for borrowed money in excess of $250,000;

(ix) any Contract with respect to any partnership or joint venture of the Company or any of its Subsidiaries, or any other Contract involving the sharing of profits by the Company or any of its Subsidiaries;

(x) any settlement, conciliation or similar Contract with any Governmental Entity (A) imposing any material obligations on the Company or any of its Subsidiaries to be performed or complied with after the Closing or (B) which involves payment in excess of $250,000;

(xi) any Contract providing for a Launch Fee and pursuant to which the Company or any of its Subsidiaries has any continuing obligation;

(xii) any Contract by which the Company is paid for peering or Internet transport services by a content or edge provider;

(xiii) (A) each Franchise granted to a Group Company and (B) each Contract pursuant to which the Company or any of its Subsidiaries has been granted, or that governs, any Franchise;

(xiv) any Contract evidencing any obligations of the Company or any of its Subsidiaries with respect to the issuance, sale, repurchase or redemption of any Equity Securities of the Company or any of its Subsidiaries;

(xv) any collective bargaining agreement;

(xvi) any Contract relating to the lease, indefeasible right of use, or other similar right of any Group Company to utilize fiber in the Business involving payments by or to any Group Company in excess of $250,000 per year; and

(xvii) any Contract required to be set forth on Schedule 3.21(a).

(b) The Company has made available to Buyer prior to the date hereof true and complete copies of each Material Contract set forth on Schedule 3.6(a). Except as set forth on Schedule 3.6(b), each Material Contract is valid and binding on the applicable Group Company and enforceable in accordance with its terms against such Group Company and, to the Company's knowledge, each other party thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.6(a), since December 31, 2015, no Group Company has received written notice of any default or termination under, nor is any Group Company aware of any default, dispute or potential termination under, any Material

Contract, except for defaults that have not had or would not reasonably be expected to have a Material Adverse Effect.

Section 3.7 Absence of Changes. Except as set forth on Schedule 3.7, during the period beginning on the date of the Latest Balance Sheet and ending on the date of this Agreement, (i) there has not been any event, change, occurrence or circumstance that has had or would reasonably be expected to have a Material Adverse Effect and (ii) each Group Company has conducted its business in the ordinary course of business and has not taken any action that if taken after the date of this Agreement would require Buyer's consent under Section 6.1.

Section 3.8 Litigation. Except as set forth on Schedule 3.8, there is no Action pending or, to the Company's knowledge, threatened in writing against any Group Company before any Governmental Entity which has had or would reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.8, no Group Company is subject to any outstanding order, writ, injunction or decree that has had or would reasonably be expected to have a Material Adverse Effect.

Section 3.9 Compliance with Applicable Law; Permits

(a) Except as set forth on Schedule 3.9, the business of the Group Companies is operated in compliance with all applicable laws, rules, regulations, codes, ordinances and orders of all Governmental Entities, except for noncompliance that individually or in the aggregate would not be material to the Group Companies, taken as a whole. Except as set forth on Schedule 3.9, as of the date of this Agreement, there is no Action, suit, investigation or proceeding pending or, to the Company's knowledge, threatened in writing by any Governmental Entity with respect to any alleged violation by any Group Company of any statute, law, rule, regulation, code, ordinance or order of any Governmental Entity that has had or would reasonably be expected to have a Material Adverse Effect.

(b) The Group Companies hold all material authorizations, licenses, consents, Franchises, certificates, approvals and other permits and grants from any Cable Regulatory Authority or Telecommunications Regulatory Authority necessary for the Company and its Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (the "Company Permits").

(c) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole: (i) each Company Permit is in full force and effect; (ii) where the requirements of Section 626 of the Communications Act are applicable or where otherwise required to submit such a notice by statute, ordinance, regulation or agreement, a proper request for renewal has been duly and timely filed under Section 626 of the Communications Act with the proper Governmental Entity with respect to any Franchise granted to a Group Company that has expired or will expire within thirty (30) months after the date of this Agreement; (iii) to the Company's knowledge, there exist no facts or circumstances that make it likely that any Company Permit will not be renewed or extended on commercially reasonable terms; and (iv) as of the date hereof, no Governmental Entity has commenced, or given written notice to any Group Company that it intends to commence, a proceeding to revoke

or suspend any Company Permit, or given written notice that it intends not to renew any Company Permit.

Section 3.10 Employee Plans.

(a) Schedule 3.10(a) lists all material Employee Benefit Plans.

(b) Except as set forth on Schedule 3.10(b), no Employee Benefit Plan is a Multiemployer Plan or a plan that is subject to Title IV of ERISA, no Group Company has ever contributed to or has been obligated to contribute to any Multiemployer Plan and no Employee Benefit Plan provides material health or other welfare benefits to former employees of any Group Company other than health continuation coverage pursuant to COBRA.

(c) Each Employee Benefit Plan has been maintained and administered in material compliance with its terms and the applicable requirements of ERISA, the Code and any other applicable laws. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Employee Benefit Plan and, to the Company's knowledge, there are no facts or circumstances that would be reasonably likely to materially and adversely affect the qualified status of any such Employee Benefit Plan.

(d) No liability under Title IV of ERISA has been or, to the Company's knowledge, is reasonably expected to be incurred by any Group Company.

(e) No Group Company has engaged in any transaction with respect to any Employee Benefit Plan that would be reasonably likely to subject any Group Company to any material Tax or penalty (civil or otherwise) imposed by ERISA, the Code or other applicable law.

(f) With respect to each Employee Benefit Plan, the Company has made available to Buyer copies, to the extent applicable, of (i) the current plan and trust documents, the most recent summary plan description and any amendments, modifications or supplements thereto, (ii) any notices to or from the IRS or any office or representative of the U.S. Department of Labor or any similar Governmental Entity relating to any compliance issues in respect of any such Employee Benefit Plan if liability to a Group Company remains outstanding, (iii) the most recent annual report (Form 5500 series) and schedules thereto, (iv) the most recent financial statements, and (v) the most recent Internal Revenue Service determination letter.

(g) No amount that could be received (whether in cash or property or the vesting of property) by any "disqualified individual" of any of the Group Companies under any Employee Benefit Plan or otherwise as a result of the consummation of the transactions contemplated by this Agreement would reasonably be expected to be subject to an excise tax under Section 4999 of the Code. None of the Group Companies has any obligation to compensate or "gross-up" any current or former employee, independent contractor, service provider, officer or director of any Group Company for any Tax incurred by such Person as a result of Section 409A of the Code or Section 4999 of the Code.

(h) Except as set forth on Schedule 3.10(h), the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not (i) result in any material payment becoming due to any employee of any of the Group Companies, (ii) materially increase any benefits otherwise payable to any employee of any of the Group Companies under any Employee Benefit Plan, or (iii) result in the acceleration of the time of payment or vesting of any compensation or benefits to any employee of any of the Group Companies.

Section 3.11 Environmental Matters. Except as set forth on Schedule 3.11:

(a) The Group Companies have been for the past five (5) years and are in compliance with all applicable Environmental Laws, except for noncompliance that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

(b) Without limiting the generality of the foregoing, the Group Companies have obtained and hold and have been for the past five (5) years and are in compliance with all permits, licenses and other authorizations that are required pursuant to applicable Environmental Laws required to conduct their businesses as currently conducted, except for any failure to obtain, hold or comply with such permits, licenses and other authorizations that would not reasonably be expected to have a Material Adverse Effect.

(c) No Group Company has received since December 31, 2014 any written notice from any Governmental Entity of any violation by a Group Company of applicable Environmental Laws, or any liability (including any investigatory, corrective or remedial obligation) of a Group Company under applicable Environmental Laws, the subject of which is unresolved, and that would reasonably be expected to have a Material Adverse Effect.

(d) There is no litigation, arbitration, claim, action or proceeding pending or, to the Company's knowledge, threatened in writing against any Group Company pursuant to applicable Environmental Laws that would reasonably be expected to have a Material Adverse Effect.

(e) None of the Group Companies is subject to any order, writ, injunction or decree of any Governmental Entity that is outstanding and was issued pursuant to applicable Environmental Laws and that would reasonably be expected to have a Material Adverse Effect.

(f) To the Company's knowledge, none of the Group Companies has liability under any Environmental Laws for any release, discharge or disposal of hazardous substances, whether on or off property currently or formerly operated by the Group Companies, except for liability that would not reasonably be expected to have a Material Adverse Effect.

(g) The Company has made available to Buyer all environmental site assessments relating to the Owned Real Property and the Leased Real Property that are in the possession of the Group Companies.

Section 3.12 Intellectual Property. Except as set forth on Schedule 3.12, to the Company's knowledge, the Group Companies own, license or otherwise have a rights with respect to, free and clear of all Liens except for Permitted Liens, the Intellectual Property Rights

material to the conduct of the business of the Group Companies as currently conducted, except as would not reasonably be expected to have a Material Adverse Effect. Schedule 3.12 sets forth a list of (a) patents and registered trademarks and copyrights owned or purported to be owned by any Group Company and (b) patent applications and trademark and copyright applications owned or purported to be owned by any Group Company ((a) and (b) collectively with all other Intellectual Property Rights owned or purported to be owned by the Company, the "IP Rights"). The Company is the sole and exclusive owner of the IP Rights free and clear of all Liens except for Permitted Liens. To the Company's knowledge, the IP Rights are subsisting, valid and enforceable. Except as set forth on Schedule 3.12, (x) there is not pending against any Group Company any claim by any third party contesting the use or ownership of any IP Right owned by such Group Company, or alleging that any Group Company is infringing any Intellectual Property Rights of a third party in any material respect, and (y) there are no claims pending that have been brought by any Group Company against any third party alleging infringement of any IP Rights owned by such Group Company. Except as set forth on Schedule 3.12, to the Company's knowledge, (A) the conduct of the business of the Group Companies as currently conducted does not infringe any Intellectual Property Rights of any third party and (B) no third party is infringing any IP Rights.

Section 3.13 Labor Matters. Except as set forth on Schedule 3.13, (a) no Group Company is a party to any collective bargaining agreement with respect to its employees, (b) there is no labor strike, work stoppage, lockout, or other material labor dispute pending or, to the Company's knowledge, threatened in writing against any Group Company, (c) to the Company's knowledge as of the date of this Agreement, no union organization campaign is in progress with respect to any employees of any Group Company, (d) there is no unfair labor practice charge or complaint pending against any Group Company and (e) as of the date of this Agreement, the business of the Group Companies is operated in compliance with all applicable employment-related laws, rules, regulations, codes, ordinances, and orders of all Governmental Entities, except, in each case, for noncompliance that individually or in the aggregate would not be material to the Group Companies, taken as a whole. No Group Company has engaged in any location closing or employee layoff activities during the ninety (90) day period prior to the date hereof in violation of the WARN Act.

Section 3.14 Insurance. Schedule 3.14 contains a list of all policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Group Companies as of the date of this Agreement. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date will have been paid, and no notice of cancellation or termination has been received by any Group Company with respect to any such policy. Except as set forth on Schedule 3.14, (a) no Group Company has made any claim under any such policy after December 31, 2014 with respect to which an insurer has, in a written notice to a Group Company, questioned, denied or disputed or otherwise reserved its rights with respect to coverage and (b) no insurer has threatened in writing to cancel any such policy.

Section 3.15 Tax Matters. Except as set forth on Schedule 3.15:

(a) (i) all material Tax Returns required to have been filed by any Group Company, and all material Tax Returns with respect to the Business and/or the Tax Acquired

Assets, have been prepared and filed on a timely basis, and all such Tax Returns are true, correct and complete in all material respects, (ii) all material Taxes required to have been paid by a Group Company or with respect to the Business and/or the Tax Acquired Assets have been paid, and (iii) each Group Company has complied in all material respects with applicable Law with respect to Tax withholding;

(b) no Group Company is currently the subject of a Tax audit or examination, no Tax audit or examination with respect to the Business and/or the Tax Acquired Assets is currently ongoing, and no dispute, audit, investigation, proceeding or claim concerning any Tax liability of the Group Companies or with respect to the Business and/or the Tax Acquired Assets that has been raised by a Tax authority in writing has not been concluded;

(c) no written claim and, to the knowledge of the Company, no other claim has been made by an authority in a jurisdiction where a Group Company does not file Tax Returns (or where Tax Returns have not been filed with respect to the Business and/or the Tax Acquired Assets) that such Group Company (or the Business and/or the Tax Acquired Assets) is or may be subject to taxation by that jurisdiction;

(d) no Group Company has consented to extend the time, or is the beneficiary of any extension of time, in which any Tax may be assessed or collected by any taxing authority, and no such extensions have been consented to with respect to the Business and/or the Tax Acquired Assets, other than any such extensions that are no longer in effect, or such extensions that were obtained due to an extension of the filing deadline for a Tax Return of a Group Company which filing extension was obtained in the ordinary course of business of the Group Companies;

(e) no Group Company is or has been a party to any "listed transaction" or "reportable transaction" as defined in Section 6707A of the Code and Section 1.6011-4 of the Treasury Regulations;

(f) during the three (3)-year period ending on the date hereof, no Group Company was a distributing corporation or a controlled corporation in a transaction intended to be governed by Section 355 of the Code;

(g) neither any Group Company nor, after the Closing Date, Buyer 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) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or foreign law), (ii) installment sale or open transaction disposition made on or prior to the Closing Date, (iii) prepaid amount received on or prior to the Closing Date outside the ordinary course of business, or (iv) any adjustments under Section 481 of the Code (or any similar adjustments under any provision of the Code or the corresponding foreign, state or local law) by reason of a change in method of accounting in any taxable period ending on or before the Closing Date;

(h) no Group Company has made an entity classification election pursuant to Treasury Regulation section 301.7701-3 to be treated as other than its default classification for U.S. federal tax purposes;

(i) no Group Company has been a United States real property holding company within the meaning of Code section 897(c)(2) during the period specified in Code section 897(c)(1)(A)(ii);

(j) the Group Companies are in compliance with all transfer pricing requirements in all jurisdictions in which they do business, and none of the transactions between the Group Companies and their Subsidiaries and other Related Persons is subject to any adjustment, apportionment, allocation or recharacterization under any law, and all such transactions have been effected on an arm's length basis; and

(k) no Group Company (i) has been a member of an affiliated group filing a consolidated federal income Tax Return or (ii) has any liability for the Taxes of any Person (other than a Group Company) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or non-United States law), as a transferee or successor or by contract (other than any contract the principal purpose of which does not relate to Taxes).

Section 3.16 Brokers. Except as set forth on Schedule 3.16, no broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Group Company.

Section 3.17 Real and Personal Property.

(a) Owned Real Property. Schedule 3.17(a) sets forth the address of each Owned Real Property. With respect to each Owned Real Property: (i) the applicable Group Company has good and marketable fee simple title to such Owned Real Property, which shall be free and clear of all Liens as of the Closing Date, except Permitted Liens; (ii) except as set forth on Schedule 3.17(a), the applicable Group Company has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and (iii) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein. No Group Company is party to any agreement or option to purchase any real property or interest therein.

(b) Leased Real Property. Schedule 3.17(b) sets forth (whether as lessee or lessor) a list of all leases (each a "Material Real Property Lease") of real property (such real property, the "Leased Real Property") pursuant to which any Group Company is a tenant or landlord as of the date of this Agreement (i) for which the aggregate annual rental payments exceed $1,000,000 or (ii) that are leases relating to a headend or HUB site. The Company has made available to Buyer correct and complete copies of the lease or other occupancy agreement relating to each Leased Real Property, in each case including all amendments thereto. Except as set forth on Schedule 3.17(b), the applicable Group Company has a valid and subsisting

leasehold interest in each Leased Real Property, free and clear of all Liens except Permitted Liens. Except as set forth on Schedule 3.17(b), each Material Real Property Lease is valid and binding on the Group Company party thereto, enforceable in accordance with its terms (subject to proper authorization and execution of such Material Real Property Lease by the other party thereto and subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.17(b), each of the Group Companies, and, to the Company's knowledge, each of the other parties thereto, has performed in all material respects all material obligations required to be performed by it under each Material Real Property Lease. Except as set forth on Schedule 3.17(b), (i) there are no written or oral subleases, concessions or other contracts granting to any Person other than a Group Company the right to use or occupy any Leased Real Property and (ii) there are no outstanding options or rights of first refusal to purchase all or a portion of such properties.

(c) Personal Property. Except as set forth on Schedule 3.17(c), as of the date of this Agreement, the Group Companies collectively own or hold under valid leases all material machinery, equipment and other personal property (excluding, for the avoidance of doubt, Intellectual Property Rights) necessary for the conduct of their businesses as currently conducted, subject to no Lien except for Liens identified on Schedule 3.17(c) and Permitted Liens.

Section 3.18 Transactions with Affiliates. Schedule 3.18 sets forth all Contracts between any Group Company, on the one hand, and Affiliates or any Related Person of any Group Company or its Affiliates (other than Contracts with any Group Company or any employee of any Group Company who is not an officer of any Group Company), on the other hand, except for (x) any Employee Benefit Plan or other employment related Contract or (y) any Contract for the provision of Service to such Person on the standard terms provided to other customers of the Group Companies (subject to any employee or similar discounts generally available to employees of the Group Companies) (the Contracts set forth, or required to be set forth, on Schedule 3.18, the "Affiliate Contracts"). Except as set forth on Schedule 3.18, none of Seller, its Affiliates or their respective Related Persons (other than a Group Company) (a) owns any assets, properties or rights, tangible or intangible, used in the Business or (b) has any claim or right against any Group Company (other than any claim or right arising under either (x) any Affiliate Contract or (y) any employment related Contract or Employee Benefit Plan).

Section 3.19 Customers. Schedule 3.19 sets forth, for each Cable System, as of each of the month end prior to the Latest Balance Sheet, the respective numbers of Customers.

Section 3.20 Cable System Ownership and Management. Immediately following the Closing, no Person (other than the Company and its Subsidiaries and their respective customers) shall own, or have a right to use, any portion of any Cable System. The Company does not manage any Cable System it does not own and does not own any Cable System it does not manage.

Section 3.21 Programming; Rate Regulation; Copyright Royalty Fees.

(a) Schedule 3.21(a) sets forth a list of all Programming Agreements and Retransmission Consent Agreements for each Cable System, including for the carriage of television broadcast stations serving an area covered by any Cable System and cable video programming, and the basis (private carriage license, must-carry election, or Retransmission Consent Agreement) on which such video programming is carried. The Company has made available to Buyer an accurate copy of each Retransmission Consent Agreement and "must-carry" election (except to the extent no "must-carry" election was received).

(b) Except as set forth in Schedule 3.21(b), each Cable System is in compliance in all material respects with the provisions of the Communications Act and the FCC Rules, as such Laws and regulations relate to the rates and other fees charged to subscribers of the Cable System.

(c) To the Company's knowledge no Cable System is subject to any agreement to settle or compromise any Action pending or threatened against it by any Governmental Entity which has involved or will involve any obligation other than the payment of money or for which the Cable System or its owner or operator is or will be subject to any continuing obligation, including with respect to customer service, technical performance, network management, accessibility, billing, or calculation of charges or fees.

(d) Except as set forth in Schedule 3.21(d), within the five years immediately prior to executing this Agreement, the Company and its Subsidiaries have filed with the U.S. Copyright Office all required statements of account with respect to the operation of any Cable System that were required to have been filed in accordance with the U.S. Copyright Act of 1976 and regulations promulgated pursuant thereto, and paid all royalty fees due pursuant to statutory license for secondary transmission of programming on any Cable System.

Section 3.22 Assets and Properties.

(a) Except as set forth in Schedule 3.22, the Group Companies hold, and after giving effect to the transactions contemplated by this Agreement the Group Companies will hold at the Closing, good, marketable and valid title to, or have a valid, binding and enforceable license, lease, sublicense, sublease or other right to use, all rights, properties and assets, whether tangible or intangible, which are (i) used or held for use in connection with the conduct of the Business as currently conducted and as proposed to be conducted and (ii) necessary and sufficient for the conduct of the Business after the Closing in substantially the same manner, in all material respects, as conducted prior to the Closing and as proposed to be conducted, in each case free and clear of all Liens, except for Permitted Liens.

(b) Except as set forth on Schedule 3.22, during the past three (3) years, the Company and its Subsidiaries have not, to the knowledge of the Company, collected, stored or used, or received any Customer Information in an unlawful manner or in a manner that in any way violates any PCI Requirements or any privacy rights of any Persons under applicable Law. The Company and its Subsidiaries have implemented commercially reasonable administrative, physical and technical security measures to protect the Customer Information from unauthorized

access or use by personnel of the Company or any of its Subsidiaries or by third parties, including such unauthorized access or use which violates applicable Law, the PCI Requirements or the privacy rights of third parties, in each case except as would reasonably be likely to result in a Material Adverse Effect.

Section 3.23 **EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES**. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO BUYER OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 3 AND IN ARTICLE 4 AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THE COMPANY PURSUANT TO THIS AGREEMENT, THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE MEMBERSHIP INTERESTS OR BUSINESSES OR ASSETS OF ANY OF THE GROUP COMPANIES, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH ASSETS, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF AS WELL AS THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLER SET FORTH IN THIS ARTICLE 3 AND ARTICLE 4 OF THIS AGREEMENT AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THEM PURSUANT HERETO. Notwithstanding the foregoing of this Section 3.23 or any provision of this Agreement to the contrary, nothing in this Agreement shall limit the liability of Seller, any Group Company or any of the respective Related Persons or any of its or their respective representatives in the event of any such Person's Fraud.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 4.1 **Authority**. Seller has the requisite limited liability company power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which Seller is a party and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Ancillary Documents to which Seller is a party and the consummation of the transactions contemplated hereby have been (and such Ancillary Documents to which Seller is a party will be) duly authorized by all necessary limited liability company action on the part of Seller. This Agreement has been (and the Ancillary Documents to which Seller is a party will be) duly and validly executed and delivered by Seller and constitutes a valid, legal and binding agreement of Seller (assuming this Agreement has been and the

Ancillary Documents to which Seller is a party will be duly authorized, executed and delivered by Buyer), enforceable against Seller in accordance with their terms, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 4.2 Consents and Approvals; No Violations. Except as set forth on Schedule 4.2, assuming the truth and accuracy of the representations and warranties of Buyer set forth in Section 5.3, no notices to, filings with, or authorizations, consents or approvals of any Governmental Entity are necessary for the execution, delivery or performance by Seller of this Agreement or the Ancillary Documents to which Seller is a party or the consummation by Seller of the transactions contemplated hereby, except for (i) compliance with, filings under, and authorizations, consents or approvals pursuant to (A) the HSR Act, (B),the Communications Act and the FCC Rules, and (C) state and local government statutes governing the provision of any Service set forth on Schedule 4.2, (ii) those the failure of which to obtain or make would not have a material adverse effect on Seller's ownership of the Membership Interests, or otherwise prevent or materially delay the Closing and (iii) those that may be required solely by reason of Buyer's (as opposed to any other third party's) participation in the transactions contemplated hereby. Neither the execution, delivery and performance by Seller of this Agreement or the Ancillary Documents to which Seller is a party nor the consummation by Seller of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of Seller's Governing Documents, (b) except as set forth on Schedule 4.2, result in a modification, violation or breach of, or cause acceleration, loss of benefits, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any Contract to which Seller is a party, or (c), provided the requisite filings, authorizations, consents or approvals referenced in clause (i) above are made or obtained, violate any order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity having jurisdiction over Seller, which in the case of any of clauses (b) through (c) above, would have a material adverse effect on Seller's ownership of the Membership Interests, or otherwise prevent or materially delay the Closing.

Section 4.3 Title to the Membership Interests. Seller owns of record and beneficially all of the Membership Interests, and Seller has good and marketable title to the Membership Interests, free and clear of all Liens.

Section 4.4 Litigation. There is no Action pending or, to Seller's actual knowledge, threatened in writing against Seller before any Governmental Entity which would have a material adverse effect on Seller's ownership of the Membership Interests, or otherwise prevent or materially delay the Closing or otherwise prevent Seller from complying with the terms and provisions of this Agreement. Seller is not subject to any outstanding order, writ, injunction or decree that would have a material adverse effect on Seller's ownership of the Membership Interests, or otherwise prevent or materially delay the Closing or otherwise prevent Seller from complying with the terms and provisions of this Agreement.

Section 4.5 Brokers. Except as set forth on Schedule 4.5, no broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's, investment

banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 4.6 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO BUYER OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS ARTICLE 4 AND MADE BY THE COMPANY IN ARTICLE 3 ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ANY SUCH OTHER OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE MEMBERSHIP INTERESTS OR THE BUSINESSES OR ASSETS OF THE GROUP COMPANIES, AND SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS OF THE GROUP COMPANIES, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF AS WELL AS THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLER SET FORTH IN THIS AGREEMENT AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THE COMPANY AND SELLER PURSUANT HERETO.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller and the Company as follows:

Section 5.1 Organization. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authority. Buyer has all necessary power and authority to execute and deliver this Agreement and the Ancillary Documents to which Buyer is a party and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Ancillary Documents to which Buyer is a party and the consummation of the transactions contemplated hereby have been (and the Ancillary Documents to which Buyer is a party will be) authorized by all necessary action on the part of Buyer and no other proceeding (including by its equityholders) on the part of Buyer is necessary to authorize this Agreement

and the Ancillary Documents to which Buyer is a party or to consummate the transactions contemplated hereby. No vote of Buyer's equityholders is required to approve this Agreement or for Buyer to consummate the transactions contemplated hereby. This Agreement has been (and the Ancillary Documents to which Buyer is a party will be) duly and validly executed and delivered by Buyer and constitute a valid, legal and binding agreement of Buyer (assuming this Agreement has been and the Ancillary Documents to which Buyer is a party will be duly authorized, executed and delivered by Seller and the Company), enforceable against Buyer in accordance with their terms, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 5.3 Consents and Approvals; No Violations. Assuming the truth and accuracy of the Company's representations and warranties contained in Section 3.5 and Seller's representations and warranties contained in Section 4.2, no material notices to, filings with, or authorizations, consents or approvals of any Governmental Entity are necessary for the execution, delivery or performance of this Agreement or the Ancillary Documents to which Buyer is a party or the consummation by Buyer of the transactions contemplated hereby, except for (i) compliance with, filings under, and authorizations, consents or approvals pursuant to (A) the HSR Act, (B) the Communications Act and the FCC Rules, and (C) state and local government statutes governing the provision of any Service, (ii) those set forth on Schedule 5.3. Neither the execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which Buyer is a party nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of Buyer's Governing Documents, (b) except as set forth on Schedule 5.3, result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Buyer is a party or by which any of them or any of their respective properties or assets may be bound, or (c), provided the requisite filings, authorizations, consents or approvals referenced in clause (i) above are made or obtained, violate any order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity applicable to Buyer or any of Buyer's Subsidiaries or any of their respective properties or assets, except in the case of clauses (b) and (c) above, for violations which would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.4 Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of Buyer or any of its respective Affiliates for which Seller or any Group Company may become liable.

Section 5.5 Financing; Guarantee.

(a) Concurrently with the execution hereof, Buyer has delivered to the Company a complete and correct copy of the executed equity commitment letter (the "Equity

Commitment Letter") from TPG Partners VII, L.P. ("Sponsor") pursuant to which, and subject to the terms and conditions of which, Sponsor has agreed to provide equity financing (the "Equity Financing") to Buyer in connection with the transactions contemplated by this Agreement. Buyer has also delivered to the Company a complete and correct copy of the executed debt commitment letter and related term sheets (the "Debt Financing Commitments," as each may be amended or replaced from time to time to the extent permitted by Section 6.11(a) and, together with the Equity Commitment Letters, the "Financing Commitments") from the lenders (including any lenders who become party thereto by joinder) party thereto (the "Lenders") pursuant to which, and subject to the terms and conditions of which, the Lenders have committed to provide debt financing in the amounts described therein, the proceeds of which shall be used to consummate the transactions contemplated hereby and thereby to be consummated by Buyer (the "Debt Financing", and, together with the Equity Financing pursuant to the Equity Commitment Letter, the "Financing"). Each of the Financing Commitments is a legal, valid and binding obligation of Buyer (except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws relating to the enforcement or creditors' rights generally or by general principles of equity), and to the knowledge of Buyer, the other parties thereto. As of the date hereof, (i) each of the Financing Commitments is in full force and effect, and none of the Financing Commitments has been withdrawn, rescinded or terminated or otherwise amended or modified in any respect, and no such amendment or modification is contemplated (except to implement any "flex" provisions contained in one or more fee letters related to the Debt Financing and to add additional lenders, lead arrangers, bookrunners, agents or similar entities who had not executed the Debt Commitment Letter as of the date hereof), (ii) Buyer is not in breach of any of the terms or conditions set forth in any of the Financing Commitments and (iii) assuming the accuracy of the Group Companies' representations and warranties set forth in this Agreement, and the performance by Seller and the Group Companies of their obligations hereunder, no event has occurred which, with or without notice, lapse of time or both, would reasonably be expected to constitute a breach, default or failure to satisfy any condition precedent set forth therein, in each case, on the part of Buyer. Assuming (i) the Financing is funded in accordance with the Financing Commitments, (ii) the accuracy of the representations and warranties set forth in Article 3 and Article 4 and (iii) the performance by Seller and the Group Companies of their obligations hereunder, the net proceeds from the Financing, together with other funds available to Buyer, will be sufficient to consummate the Transactions pursuant to Section 2.1, including the payment of any fees and expenses of or payable by Buyer, or the Company, and any related repayment of any Indebtedness of the Company or any of its Subsidiaries required to be paid hereunder at the Closing, and any other amounts required to be paid in connection with the consummation of the transactions contemplated by this Agreement and the Grande Purchase Agreement. Buyer has paid in full any and all commitment or other fees required by the Financing Commitments that are due as of the date hereof. As of the date hereof, except for fee letters with respect to fees, customary engagement letters and related arrangements with respect to the Financing Commitments (which have been provided to the Company in redacted form), there are no side letters, understandings or other agreements or arrangements relating to the Financing to which Buyer or any of its Affiliates are a party that could affect the availability of the Debt Financing on the Closing Date. There are no conditions precedent or other contingencies related to the funding of the full amount of the Debt Financing or Equity Financing other than as expressly set forth in this Agreement or the Financing Commitments. Subject to Seller and the Company's compliance

with this Agreement and the satisfaction (or waiver) of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), as of the date hereof, Buyer has no reason to believe that it will be unable to satisfy on a timely basis any conditions to the funding of the full amount of the Financing, or that the Financing will not be available on the Closing Date. For the avoidance of doubt, it is not a condition to Closing under this Agreement for Buyer to obtain the Financing or any alternative financing.

(b) Concurrently with the execution of this Agreement, Buyer has delivered to the Company the duly executed limited guarantee of Sponsor (in such capacity, the "Guarantor") (the "Guarantee"). The Guarantee is a legal, valid and binding obligation of the Guarantor and enforceable (except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws relating to the enforcement or creditors' rights generally or by general principles of equity) against the Guarantor in accordance with its terms, and no event has occurred which, with or without notice, lapse of time or both, would constitute a default on the part of the Guarantor under the Guarantee.

Section 5.6 Solvency. Assuming (i) that the representations and warranties of the other Parties are true and correct in all respects as of the Closing (without giving effect to materiality, Material Adverse Effect and similar qualifiers), (ii) that the most recent financial forecasts relating to the Group Companies made available to Buyer prior to the date of this Agreement have been prepared in good faith and on assumptions that were reasonable at the time such forecasts were prepared and continue to be reasonable, and (iii) satisfaction of the conditions to Buyer's obligation to consummate the transactions contemplated hereby, immediately after the Closing, and after giving effect to the transactions contemplated hereby, the Group Companies, taken as a whole, (a) will be solvent (in that both the present fair salable value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its debts as they become absolute and matured), (b) will have adequate capital with which to engage in its business and (c) will not have incurred and does not immediately plan to incur debts beyond its ability to pay as they become absolute and matured.

Section 5.7 Grande Purchase Agreement Representations. The representations and warranties set forth in Article V of the Grande Purchase Agreement are true and correct in all respects.

Section 5.8 Investigation; No Other Representations.

(a) Buyer (i) has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects of the Group Companies and (ii) has been furnished with or given full access to such documents and information about the Group Companies and their respective businesses and operations as it and its representatives and advisors have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. Buyer has been afforded the opportunity to obtain information necessary to evaluate the merits of the transactions contemplated hereby. Seller and the Company have answered to Buyer's satisfaction all

inquiries that Buyer and its representatives and advisors have made concerning the business of the Group Companies or otherwise relating to the transactions contemplated hereby.

(b) In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis and the representations and warranties of the Company and Seller expressly contained in Article 3 and Article 4, respectively, and Buyer acknowledges that, other than as set forth in this Agreement and in the certificates or other instruments delivered pursuant hereto, none of Seller, the Group Companies or any of their respective directors, officers, employees, Affiliates, stockholders, agents, representatives, or any other Person makes or has made any representation or warranty, either express or implied, (x) as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its respective agents, representatives, lenders or Affiliates prior to the execution of this Agreement or (y) with respect to any projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof) or future financial condition (or any component thereof) of any Group Company heretofore or hereafter delivered to or made available to Buyer or any of its respective agents, representatives, lenders or Affiliates. Without limiting the generality of the foregoing, none of Seller, the Group Companies or any of their respective directors, officers, employees, Affiliates, stockholders, agents or representatives has made, and shall not be deemed to have made, any representations or warranties in the materials relating to the business, assets or liabilities of the Group Companies made available to Buyer, including due diligence materials, memorandum or similar materials, or in any presentation of the business of the Group Companies by management of the Group Companies or others in connection with the transactions contemplated hereby, and no statement contained in any such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by Buyer in executing, delivering and performing this Agreement and the transactions contemplated hereby. It is understood that any cost estimates, projections or other predictions, any data, any financial information or any memoranda or offering materials or presentations, including but not limited to, any offering memorandum or similar materials made available to Buyer and its representatives and advisors are not and shall not be deemed to be or to include representations or warranties of any Group Company or Seller, and are not and shall not be deemed to be relied upon by Buyer in executing, delivering and performing this Agreement and the transactions contemplated hereby.

ARTICLE 6
COVENANTS

Section 6.1 Conduct of Business of the Company.

(a) Except as expressly contemplated by this Agreement, from and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall, and the Company shall cause each other Group Company to, and Seller shall cause each Group Company to, except as set forth on Schedule 6.1 or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), use commercially reasonable efforts to (v) conduct its business in the ordinary course of business (including any conduct that is reasonably related, complementary or

incidental thereto) (subject to the restrictions set forth in Section 6.1(b)), (w) manage working capital in the Ordinary Course of Business, (x) collect accounts receivable and pay accounts payable in the Ordinary Course of Business, (y) make capital expenditures as contemplated by the 2016 Capital Expenditure Plan and, if applicable, the 2017 Capital Expenditure Plan and (z) preserve the Group Companies' business relationships, relationships with Governmental Entities, Contracts, assets and properties. Without limiting the generality of the foregoing, except as expressly contemplated by this Agreement, from and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall not, the Company shall cause each other Group Company not to, and Seller shall cause each Group Company not to, except as set forth on Schedule 6.1 or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), do any of the following:

(i) declare or pay a dividend on, or make any other distribution in respect of, its equity securities except cash dividends and distributions;

(ii) split, combine, subdivide, pledge, modify or reclassify any Equity Securities, or issue or authorize or propose the issuance of any other Equity Securities in respect of, in lieu of or in substitution for, Equity Securities, except for any such transaction by a wholly owned Subsidiary of the Company which remains a wholly owned Subsidiary of the Company after consummation of such transaction;

(iii) acquire or agree to acquire in any manner (whether by merger or consolidation, the purchase of an equity interest in or a material portion of the assets of or otherwise) any business or any corporation, partnership, association or other business organization or division thereof, or any material asset, of any other Person other than the acquisition of inventory, equipment and similar assets in the ordinary course of business consistent with past practices;

(iv) adopt any material amendments to, or otherwise modify, their respective Governing Documents;

(v) adopt any plan of merger, consolidation, reorganization, liquidation or dissolution of any Group Company, file a petition in bankruptcy under any provisions of federal or state bankruptcy Law on behalf of any Group Company or consent to the filing of any bankruptcy petition against any Group Company under any similar Law;

(vi) sell, license or otherwise dispose of any material assets;

(vii) incur, assume or guarantee any Indebtedness other than under the Credit Agreement or Indebtedness that is not, individually or in the aggregate, material and that is incurred, assumed or guaranteed in the ordinary course of business;

(viii) create any material Lien on any assets, rights or properties (whether tangible or intangible) of any Group Company, other than Permitted Liens or Liens that will be fully released at or prior to the Closing;

(ix) issue or grant (other than to any other wholly owned Group Company) (A) any Equity Securities or capital stock of any Group Company or (B) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments (1) obligating any Group Company to issue, deliver or sell any capital stock of any Group Company or Equity Securities, (2) the value of which is based on whole or in part on the value of the Equity Security of any Group Company or (3) obligating any Group Company to distribute any portion of Seller's proceeds from the Purchase Price;

(x) make any capital expenditures in excess of $3,000,000 in the aggregate that are not contemplated by the 2016 Capital Expenditure Plan;

(xi) except as required under the terms of any Employee Benefit Plan or applicable law, (A) amend any Employee Benefit Plan, (B) enter into, adopt or amend any compensation or benefit plan, policy, practice, arrangement or agreement or (C) increase by more than 15% the compensation payable to any executive officer or director of the Group Companies, or to any employee or service provider of the Group Companies whose total annual salary is in excess of $250,000;

(xii) make any material change in the management structure of the Group Companies, terminate any employee of the Group Companies (or Patriot Media Consulting, LLC) whose total annual compensation is in excess of $250,000 (other than any termination for cause) or hire or promote any such employee whose total annual salary is in excess of $250,000 (other than to fill any vacancy arising after the date of this Agreement);

(xiii) establish annual bonus plan targets with respect to the 2017 fiscal year or adopt a capital expenditure budget with respect to the 2017 fiscal year that is materially higher or lower than the projected 2017 Capital Expenditure Plan of $115,600,000;

(xiv) (A) terminate or fail to renew any Material Contract or Material Real Property Lease, or (B) enter into any Contract that would constitute a Material Contract or Material Real Property Lease if in effect as of the date hereof, in the case of clause (A) and (B), except, in the case of any Material Contract other than a Programming Agreement or Retransmission Consent Agreement, in the Ordinary Course of Business, or (C) modify or amend any Material Contract or Material Real Property Lease in any material respect in a manner which is adverse to any Group Company;

(xv) enter into any new line of business that is material to the Group Companies, taken as a whole;

(xvi) pay, discharge, compromise, settle or agree to settle any pending or threatened suit, Action or claim, other than compromises, settlements or agreements that solely involve payments to or by any Group Company not in excess of $500,000 in the aggregate;

(xvii) where the requirements of Section 626 of the Communications Act are applicable or where otherwise required to submit such a notice by statute, ordinance, regulation or agreement, fail to timely file a Section 626 notice for any Franchise granted to a Group Company that is scheduled to expire within thirty (30) months of the Termination Date;

(xviii) change its financial accounting policies or procedures or methods of reporting income, deductions or other items for financial accounting purposes, except as required by GAAP or applicable Law;

(xix) make or change any material Tax election (and, for the avoidance of doubt, an entity classification election under Treasury Regulation section 301.7701-3 shall be considered material for this purpose), settle any Tax claim or assessment relating to the Group Companies or with respect to the Business and/or the Tax Acquired Assets, enter into any closing agreement, surrender any right to claim for refund of Tax, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Group Companies or the Business and/or the Tax Acquired Assets;

(xx) amend, modify or terminate the Patriot Management Agreement or any Affiliate Contract (other than in accordance with Section 6.12), or enter into any other Contract with Patriot or any Affiliate Contract; or

(xxi) enter into any agreement to take, or cause to be taken, any of the actions set forth in this Section 6.1(a).

(b) Except as contemplated by this Agreement, from and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, Seller shall not issue any Equity Securities, options, warrants, rights of conversion, profits interests or any rights, agreements, arrangements or commitments obligating Seller or any Group Company to distribute any portion of Seller's proceeds from the Purchase Price, to any current or former employee, independent contractor, service provider, officer or director of any Group Company.

(c) Notwithstanding anything to the contrary contained in this Section 6.1, the Parties expressly acknowledge and agree that the Company may repay any Indebtedness or make any distribution of Cash and Cash Equivalents at any time prior to the Adjustment Time.

Section 6.2 Access to Information. From and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, upon reasonable notice, the Company shall provide to Buyer, its authorized representatives and the Financing Sources during normal business hours reasonable access to all books and records, Contracts and financial and other information of the Group Companies (in a manner so as to not unreasonably interfere with the normal business operations of any Group Company). All of such information shall be treated as "Confidential Information" pursuant to the terms of any applicable confidentiality agreement by and among TPG Global LLC, Grande Communications Networks LLC and RCN Telecom Services, LLC, dated as of May 27, 2016, the provisions of which are by this reference hereby incorporated herein. Notwithstanding anything to the contrary set forth in this Agreement, during the period from the date hereof until the Closing, neither the Company nor any of its Affiliates (including the Group Companies) shall be required to disclose to Buyer or any of its representatives any: (a) information: (i) if doing so would violate any Law to which Seller or any of its Affiliates (including the Group Companies) is a party or is subject or which it reasonably determined upon the advice of counsel could result in the loss of the ability to successfully assert attorney-client and work product privileges; or (ii) if

the Company or any of its Affiliates, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties in a litigation and such information is reasonably pertinent thereto; provided, however, that the Company shall, and shall cause its Affiliates to, provide such information in a manner that would not violate such Law or jeopardize such privilege; or (b) any information relating to Taxes or Tax Returns other than information relating to the Group Companies.

Section 6.3 Efforts to Consummate.

(a) Subject to the terms and conditions herein provided, each of Seller, Buyer and the Company shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the closing conditions set forth in Article 7 and required to be satisfied by such Party). Each of Seller, Buyer and the Company shall use reasonable best efforts to obtain consents of all Governmental Entities required to be obtained by such Party and necessary to consummate the transactions contemplated by this Agreement. Except as otherwise set forth in this Agreement, all costs incurred in connection with obtaining such consents (other than the HSR Act filing fee, which shall be borne solely by Buyer) shall be borne by the Party incurring such cost. Each Party shall make an appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by this Agreement promptly (and in any event, within five (5) Business Days) after the date of this Agreement (unless filed prior to the date of this Agreement) and shall supply as promptly as practicable to the appropriate Governmental Entities any additional information and documentary material that may be requested pursuant to the HSR Act. Each Party shall promptly inform the other Parties of any communication between such Party and any Governmental Entity regarding any of the transactions contemplated by this Agreement. Without limiting the foregoing, (i) the Company, Seller, Buyer and their respective Affiliates shall not extend any waiting period, review period or comparable period under the HSR Act or enter into any agreement with any Governmental Entity not to consummate the transactions contemplated hereby, except with the prior written consent of the other Parties, and (ii) Buyer, Seller and the Company agree to take all actions that are necessary or advisable or as may be required by any Governmental Entity to as promptly as reasonably practicable obtain the approvals or consents required to be obtained in order to satisfy the conditions set forth in Section 7.1(a), (b), (c) or (d), including (A) selling, licensing or otherwise disposing of, or holding separate and agreeing to sell, license or otherwise dispose of, any entities, assets or facilities of any Group Company after the Closing or any entity, facility or asset of Buyer or its Affiliates, (B) terminating, amending or assigning existing relationships and contractual rights and obligations (other than amendments, assignments or terminations that would result in a breach of a contractual obligation to a third party) and (C) amending, assigning or terminating existing licenses or other agreements (other than amendments, assignments or terminations that would result in a breach of a license or such other agreement with a third party) and entering into such new licenses or other agreements. Notwithstanding anything in this Agreement to the contrary, (i) Buyer shall not have any obligation to take any action described in clause (ii) of the immediately preceding sentence that is not conditioned on the consummation of the Closing and (ii) none of the Group Companies or Seller shall take any action described in clause (ii) of the immediately preceding sentence without the written consent of Buyer.

(b) In the event any claim, action, suit, investigation or other proceeding by any Governmental Entity or other Person is commenced which questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties agree to cooperate and use reasonable best efforts to defend themselves against such claim, action, suit, investigation or other proceeding and, if an injunction or other order is issued against such Party in any such action, suit or other proceeding, to use commercially reasonable efforts to have such injunction or other order lifted, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby prior to the Termination Date.

(c) In the event that a Governmental Entity issues a request for additional information or documentary material pursuant to the HSR Act (the "Second Request") in connection with the transactions contemplated by this Agreement, then each of Seller, Buyer and the Company shall make (or cause to be made), as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with the Second Request in order to obtain expiration or termination of the applicable waiting period before the Termination Date. For the avoidance of doubt, whether or not the transactions contemplated herein are consummated, all out-of-pocket fees and expenses related to the Company's response to a Second Request (including, legal fees and expenses, and fees and expenses associated with any consultants, accountants, economists, document production vendors, or other professionals hired to help the Company respond to the Second Request) shall constitute Seller Expenses.

(d) Buyer shall not, and shall cause its Affiliates not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets or equity interests, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any material delay in the obtaining of, or increase the risk of not obtaining, any consents of any Governmental Entity necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Entity seeking or entering an order prohibiting the consummation of the transactions contemplated by this Agreement; (iii) increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) materially delay or prevent the consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement shall not restrict Buyer or any of its Affiliates from (i) entering into the Grande Purchase Agreement or any Contract in connection therewith, (ii) performing its obligations under the Grande Purchase Agreement or any such Contract or (iii) consummating, and taking any other action in connection with, the transactions contemplated by the Grande Purchase Agreement or any such Contract.

(e) Buyer shall (in consultation with Seller and the Group Companies' management team) have the right to devise and implement the strategy for obtaining any approvals or consents required to be obtained in connection with the transactions contemplated by this Agreement.

(f) Subject to the terms and conditions of the Grande Purchase Agreement, Buyer shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to consummate and make effective as promptly as practicable the transactions contemplated by the Grande Purchase Agreement, including satisfaction (but not waiver) of the closing conditions set forth therein and required to be satisfied by Buyer (as defined therein), and shall comply with its covenants and agreements set forth in Sections 2.2, 6.3, 6.4 and 6.11(a) and (b) of the Grande Purchase Agreement in accordance with their terms.

Section 6.4 Regulatory Filings. Notwithstanding any other provision of this Agreement to the contrary, each of Seller, the Company and Buyer shall make, and not withdraw: (i) as promptly as practicable and in any event within twenty (20) calendar days of the date hereof (unless the Company and Buyer agree, in writing, to amend the timeframe), all necessary filings to obtain consents required under the Communications Act and the FCC Rules in connection with the transactions contemplated by this Agreement (including international and domestic 214 Authorization transfer of control filings, FCC Forms 312 and 603, and other appropriate forms) (the "FCC Filings"); and (ii) (A) as promptly as practicable and in any event within twenty six (26) calendar days of the date hereof (unless the Company and Buyer agree, in writing, to amend the timeframe), all necessary filings to obtain consents from the state and local government Cable Regulatory Authorities and Telecommunications Regulatory Authorities that are required in connection with the transactions contemplated by this Agreement (together with the FCC Filings, the "Regulatory Filings"), and (B) all other registrations, declarations, notices and filings with Governmental Entities that are required in connection with the transactions contemplated by this Agreement. Seller, the Company and Buyer are jointly responsible for the preparation of the Regulatory Filings and other registrations, declarations, notices and filings within the scope of this Section 6.4, and shall provide each other reasonable cooperation in providing the information necessary to prepare and complete such registrations, declarations, notices and filings on a timely basis. Each of Seller, the Company and Buyer shall use reasonable best efforts to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the foregoing, and use its reasonable best efforts to take all other actions necessary or advisable (including arranging pre-filing meetings with the FCC and, to the extent reasonably determined by the Buyer, such other applicable Governmental Entities) to obtain the consents required to be obtained by such Party from the relevant Governmental Entity as soon as practicable.

Section 6.5 Public Announcements. Buyer, on the one hand, and the Company and Seller, on the other hand, shall consult with each other before issuing, and give each other the reasonable opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement without the prior written consent of such other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, that each Party may make any such announcement which it in good faith believes, based on advice of counsel, required by law or regulation, it being understood and agreed that each Party shall provide the other Parties with copies of any such announcement in advance of such issuance; provided, further, that each Party may make internal announcements to their respective employees that are not inconsistent with the Parties' prior public disclosures regarding the transactions contemplated by this Agreement. The Parties agree that the initial press release to

be issued with respect to the transactions contemplated by this Agreement following execution of this Agreement shall be in the form agreed to by the Parties (the "Announcement"). Notwithstanding the forgoing, this Section 6.4 shall not apply to any press release or other public statement made by Buyer, the Company or Seller (a) which is consistent with the Announcement and the terms of this Agreement and does not contain any information relating to the Company, Seller or the transactions contemplated by this Agreement that has not been previously announced or made public in accordance with the terms of this Section 6.4 or (b) is made in the ordinary course of business and does not relate to this Agreement or the transactions contemplated by this Agreement.

Section 6.6 Employee Matters.

(a) For at least one (1) year following the Closing Date, Buyer shall provide each employee of each Group Company who continues to be employed by a Group Company with not less than equal salary or hourly wage rate, and short-term cash incentive compensation opportunity as provided to such employee immediately prior to the Closing Date, with benefits (excluding equity arrangements, long-term incentive compensation and severance benefits) that are at least as favorable as those provided by the Group Companies as of the Closing Date, and with severance benefits that are consistent with the Group Companies' past custom and practice. Buyer further agrees that, from and after the Closing Date, Buyer shall and shall cause each Group Company to grant each of its employees credit for any service with such Group Company earned prior to the Closing Date (i) for eligibility and vesting purposes and (ii) for purposes of vacation accrual and severance benefit determinations under any benefit or compensation plan, program, policy, agreement or arrangement that may be established or maintained by Buyer or the Company or any of its Subsidiaries on or after the Closing Date (the "New Plans"), but only to the extent (x) that such employee received credit for such service under a similar benefit or compensation plan, program, policy, agreement or arrangement that was established or maintained by Seller or the Company or any of its Subsidiaries prior to the Closing Date, and (y) that such granting of credit for service would not result in a duplication of benefits with respect to the same period of service. In addition, Buyer shall (A) cause to be waived all pre-existing condition exclusions and actively-at-work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans to the extent waived or satisfied by an employee or his or her dependents under any Employee Benefit Plan as of the Closing Date and (B) cause any deductible, co-insurance and covered out-of-pocket expenses paid on or before the Closing Date by any employee (or covered dependent thereof) of any Group Company to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket provisions after the Closing Date under any applicable New Plan in the year of initial participation. Buyer shall cause the Group Companies to, assume all obligations under any employment agreements set forth on Schedule 6.6, including all obligations to pay (or cause the applicable Group Company to pay) the applicable employee a severance benefit that shall in no event be less than, or paid later than, the severance benefit, if any, to which such employee would have been entitled immediately prior to the Closing, as calculated using the then-current salary and bonus of each such employee immediately prior to the Closing as set forth on Schedule 6.6. Nothing contained herein, express or implied, is intended to create any third-party beneficiary rights in any employee or service provider of any Group Company, is intended to confer upon any employee or service provider of any Group Company any right to continued employment for any period or continued receipt of any specific

employee benefit, or shall constitute an amendment to or any other modification of any New Plan, Employee Benefit Plan, or any other benefit plan. Buyer agrees that Buyer and the Company (following the Closing) shall be solely responsible for satisfying the continuation coverage requirements of Section 4980B of the Code for all individuals who are "M&A qualified beneficiaries" as such term is defined in Treasury Regulation Section 54.4980B-9. For the avoidance of doubt, no obligations in this Section 6.6(a) apply in relation to any equity incentive compensation arrangements of any Group Company or of Seller.

(b) Buyer shall cause the Group Companies to, assume all obligations under the annual bonus plans with respect to the 2016 fiscal year as in effect immediately prior to the Closing Date, including the obligation to pay the full 2016 fiscal year bonuses payable thereunder as determined in the ordinary course of business following the completion of the 2016 fiscal year (including additional amounts with respect to the period following the Closing Date through the end of the 2016 fiscal year); provided that the obligation of Buyer with respect to 2016 fiscal year bonuses shall only apply in the event that such bonuses have not been paid in the ordinary course of business consistent with past practice prior to the Closing Date. In addition, following the Closing, in the event that the 2016 fiscal year bonuses have not been paid prior to the Closing Date, Buyer shall cause the Group Companies to pay each participant in such annual bonus plans (which includes each employee of the Company who has historically been eligible to receive an annual bonus) who is terminated by Buyer without Cause, who Buyer causes any Group Company to terminate without Cause or who resigns due to a Constructive Termination an amount equal to (i) with respect to a participant terminated after December 31, 2016, the full amount of such participant's annual bonus for the 2016 fiscal year earned under such bonus plan or (ii) with respect to a participant terminated on or before December 31, 2016, a pro-rata portion of such participant's annual bonus for the 2016 fiscal year based on actual results for the 2016 fiscal year (determined by multiplying the amount of such bonus which would be due for the full 2016 fiscal year by a fraction, the numerator of which is the number of days during the 2016 fiscal year that the participant is employed by the Company and/or Group Companies and the denominator of which is 365); provided, that any bonus amounts payable pursuant to items (i) or (ii) shall be payable at the same time bonuses for such 2016 fiscal year are paid to other participants under such annual bonus plan and consistent with past practice; provided, that any participant who is terminated before the date on which bonuses for such 2016 fiscal year are paid to other recipients under such annual bonus plan must execute a release of claims against the Group Companies and Buyer in order to be paid such bonus amount.

(c) For a period of ninety (90) days after the Closing Date, Buyer and its Affiliates shall not terminate employees of the Group Companies in such numbers as would trigger any liability under the WARN Act, without complying with any and all applicable notice or filing requirements under the WARN Act.

Section 6.7 Indemnification; Directors' and Officers' Insurance.

(a) Buyer agrees that from and after the Closing and for a period of six (6) years thereafter: (i) all rights to indemnification or exculpation now existing in favor of the directors, officers, employees and agents of each Group Company, as provided in such Group Company's Governing Documents as of the date hereof with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated by this Agreement and

shall continue in full force and effect for such period and that the Group Companies will perform and discharge their respective obligations to provide such indemnity and exculpation; (ii) to the maximum extent permitted by applicable law, such indemnification shall be mandatory rather than permissive, and the Group Companies shall advance expenses in connection with such indemnification as provided in such Seller's or such Group Company's Governing Documents as of the date of this Agreement; and (iii) the indemnification and liability limitation or exculpation provisions of the Group Companies' Governing Documents shall not be amended, repealed or otherwise modified during such period in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors, officers, employees or agents of any Group Company, unless such modification is required by applicable law.

(b) Contemporaneously with the Closing, Buyer shall purchase and maintain in effect, without any lapses in coverage, a "tail" policy providing directors' and officers' liability insurance coverage for the benefit of those Persons who are covered by any Group Company's directors' and officers' liability insurance policies as of the date of this Agreement or are hired or appointed after the date of this Agreement and prior to the Closing and would have been covered by such insurance policies if they had been hired or appointed prior to the date of this Agreement, for a period of six (6) years following the Closing Date with respect to matters occurring prior to the Closing that is at least equal to the coverage provided under the Group Companies' current directors' and officers' liability insurance policies; provided, that the Company may substitute therefor policies of at least the same coverage containing terms and conditions which are no less advantageous to the beneficiaries thereof so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Closing Date; provided, further, that in no event shall Buyer be required to pay an annual premium in excess of two hundred fifty percent (250%) of the annual premium paid as of the date of this Agreement by the Company for such policies in effect as of the date of this Agreement.

(c) The directors, officers, employees and agents of each Group Company entitled to the indemnification, liability limitation, exculpation and insurance set forth in this Section 6.7 are intended to be third party beneficiaries of this Section 6.7. This Section 6.7 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of Buyer and the Group Companies.

(d) If Buyer, the Group Companies or any of their successors or assigns (i) consolidates with or merges into any other Person and shall not be 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, to the extent necessary, proper provision shall be made so that the successors and assigns of Buyer or the Group Companies shall assume the obligations set forth in this Section 6.7.

Section 6.8 Exclusive Dealing. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Seller shall not take, and it shall cause each Group Company and its respective officers, directors, employees, representatives, consultants, financial advisors, attorneys, accountants or other agents, representatives and Related Persons not to take, any action to solicit, encourage,

initiate or engage in discussions or negotiations with, or provide any information to or enter into any agreement with any Person (other than Buyer and/or its respective Affiliates) concerning any direct or indirect purchase of any of the Company's equity securities or any merger, sale of substantial assets or similar transaction involving any Group Company, other than assets sold in the ordinary course of business (each such acquisition transaction, an "Acquisition Transaction"). Notwithstanding the foregoing, Seller may respond to any unsolicited proposal regarding an Acquisition Transaction by indicating that Seller is subject to an exclusivity agreement and is unable to provide any information related to the Group Companies or entertain any proposals or offers or engage in any negotiations or discussions concerning an Acquisition Transaction for as long as this Agreement remains in effect.

Section 6.9 Documents and Information. After the Closing Date, Buyer and the Group Companies shall, until the earlier of (i) the seventh (7^{th}) anniversary of the Closing Date and (ii) an initial public offering of the Company or any of its Affiliates, retain all books, records and other documents pertaining to the business of the Group Companies prior to the Closing and, in the event Seller is willing to enter into a customary confidentiality agreement, make the same available for inspection and copying by Seller (at Seller's expense) during normal business hours of the Company or any of its Subsidiaries, as applicable, upon reasonable request and upon reasonable notice solely for the purpose of preparing Tax Returns of Seller for periods prior to the Closing. No such books, records or documents shall be destroyed prior to the earlier of (i) the seventh (7^{th}) anniversary of the Closing Date and (ii) an initial public offering of the Company or any of its Affiliates by Buyer or the Group Companies, without first advising Seller in writing and giving Seller a reasonable opportunity to obtain possession thereof.

Section 6.10 Contact with Customers, Suppliers and Other Business Relations. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Buyer hereby agrees that it is not authorized to and shall not (and shall not permit any of its employees, agents, representatives or Affiliates to) contact any employee (excluding executive officers), customer, supplier, distributor or other material business relation of any Group Company regarding any Group Company, its business or the transactions contemplated by this Agreement without the prior consent of the Company (such consent not to be unreasonably withheld, conditioned, delayed or denied).

Section 6.11 Financing.

(a) Subject to the terms and conditions of this Agreement, Buyer shall use its reasonable best efforts to obtain the Equity Financing and the Debt Financing (the "Financing Commitments") on a timely basis (taking into account the expected timing of the Marketing Period) on the terms and conditions described in the Equity Commitment Letter and the debt commitment letter from the Lenders to Buyer (including any related flex provisions) (the "Debt Commitment Letter"), including using its reasonable best efforts to, to the extent within its control, (i) comply with its obligations under the applicable Financing Commitments, (ii) maintain in effect the applicable Financing Commitments except to the extent an Alternative Debt Financing (as defined below) or Replacement Financing (as defined below) would then be available to consummate the transactions on the Closing Date, (iii) negotiate and enter into definitive agreements with respect to the applicable Debt Financing Commitments on a timely basis (taking into account the expected timing of the Marketing Period) on terms and conditions

(including changes to the Debt Commitment Letters requested by the committed lenders in accordance with the related flex provisions) contained therein or otherwise not materially less favorable to Buyer in the aggregate than those contained in the applicable Debt Financing Commitments, (iv) satisfy (or obtain a waiver) on a timely basis all conditions applicable to Buyer contained in the applicable Debt Financing Commitments (or any definitive agreements related thereto) within its control, including the payment of any commitment, engagement or placement fees required as a condition to the Debt Financing, other than any condition where the failure to be so satisfied is a direct result of (x) the Company's failure to furnish the Required Information or is otherwise a direct result of the Company's breach of this Agreement or (y) Grande's failure to furnish the Grande Required Information or is otherwise a direct result of Grande's breach of the Grande Purchase Agreement, and (v) upon satisfaction or waiver of the conditions set forth in the Debt Commitment Letter and subject to the terms thereof, and the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), using its reasonable best efforts to enforce all of its rights under the applicable Debt Financing Commitments (or any definitive agreements related thereto) and consummate the applicable Debt Financing at or prior to the Closing Date, but in no event later than the Termination Date (it being understood that it is not a condition to Closing under this Agreement for Buyer to obtain the Debt Financing or any Alternative Debt Financing or Replacement Financing (as defined below)). Buyer shall keep the Company informed on a reasonable basis and in reasonable detail of the status of its efforts to arrange the Debt Financing (including providing the Company with copies of all definitive agreements related to the Debt Financing and, promptly after the execution thereof, copies of any amendment or modification of the Debt Commitment Letter and of the documentation of a Replacement Financing). Buyer shall give the Company prompt notice upon having knowledge of any breach by any party of any of the Debt Financing Commitments to the extent it would impair or delay the Closing or result in insufficient Debt Financing to consummate the Transactions contemplated by this Agreement and the Grande Purchase Agreement or any termination of any of the Financing Commitments. Other than as set forth in Section 6.11(b), Buyer shall not, without the prior written consent of the Company amend, modify, supplement or waive any of the conditions or contingencies to funding contained in the Financing Commitments (or any definitive agreements related thereto) or any other provision of, or remedies under, the Financing Commitments (or any definitive agreements related thereto), in each case to the extent such amendment, modification, supplement or waiver would reasonably be expected to have the effect of (A) adversely affecting in any material respect the ability of Buyer to timely consummate the transactions contemplated by this Agreement, (B) containing conditions to draw that are more onerous, taken as a whole, than those conditions and terms contained in the Debt Financing Commitments as of the date hereof (or otherwise amending, modifying, supplementing or waiving the conditions to the Financing in a manner materially adverse to the Company or Seller or that would delay the ability of Buyer to consummate the transactions contemplated by this Agreement and the Grande Purchase Agreement), (C) delaying the Closing beyond the Termination Date or (D) reducing the aggregate amount of the Debt Financing by an amount that would result in insufficient Debt Financing to consummate the Transactions contemplated by this Agreement and the Grande Purchase Agreement; provided that, Buyer may amend the Financing Commitments to add lenders, lead arrangers, bookrunners, syndication agents or similar entities that have not executed the Debt Commitment Letter as of the date of this Agreement. In the event all conditions

applicable to the Financing Commitments have been satisfied and all of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) have been satisfied (or waived), Buyer shall use its reasonable best efforts to enforce its rights under the Debt Financing Commitments to cause the Financing Sources to fund the Debt Financing required to consummate the transactions contemplated by this Agreement (including by taking enforcement actions).

(b) If all or any portion of the Debt Financing expires or is terminated or otherwise becomes unavailable (other than as a result (i) of Seller's or the Company's breach of any representation, warranty or obligation hereunder or (ii) Grande's breach of any representation, warranty or obligation under the Grande Purchase Agreement), Buyer shall thereafter use its reasonable best efforts to (i) arrange to promptly obtain the Debt Financing or such portion of the Debt Financing from alternative sources, which may include one or more of a senior secured debt financing, an offering and sale of notes, or any other financing or offer and sale of other debt securities, or any combination thereof, in an amount sufficient, when added to any portion of the Financing that is available, to pay in cash all amounts required to be paid by Buyer in connection with the transactions contemplated by this Agreement and the Grande Purchase Agreement ("Alternative Debt Financing") and (ii) obtain a new financing commitment letter (the "Alternative Debt Commitment Letter") and a new definitive agreement with respect thereto that provides for financing (A) on terms and conditions (including flex provisions) not materially less favorable than the Debt Financing Commitment, in the aggregate, to Buyer, (B) that does not contain conditions to draw that are more onerous, taken as a whole, than those conditions and terms contained in the Debt Financing Commitments as of the date hereof, (C) in an amount that is sufficient, when added to any portion of the Financing that is available, to pay in cash all amounts required to be paid by Buyer in connection with the transactions contemplated by this Agreement and the Grande Purchase Agreement and (D) that will not delay the ability of Buyer to consummate the transactions contemplated by this Agreement and the Grande Purchase Agreement. In such event, the term "Debt Financing" as used in this Agreement shall be deemed to include any Alternative Debt Financing (and consequently the term "Financing" shall include the Equity Financing and the Alternative Debt Financing), and the term "Debt Financing Commitments" as used in this Agreement shall be deemed to include any Alternative Debt Commitment Letter. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall also have the right to substitute the proceeds of consummated debt offerings or other incurrences of debt (including unsecured notes) for all or any portion of the Debt Financing by reducing commitments under the Debt Commitment Letter in an aggregate amount not to exceed the amount of the gross proceeds of such consummated debt offerings available to be used by the Buyer to consummate the transactions contemplated by this Agreement and the Grande Purchase Agreement; provided that (A) to the extent any such debt has a scheduled special or mandatory redemption right, such right is not exercisable prior to the earliest of (x) the consummation of the transactions contemplated by this Agreement on the Closing Date, (y) the termination of this Agreement or (z) the Termination Date, as applicable, (B) such financing will not delay the ability of Buyer to consummate the transactions contemplated by this Agreement and the Grande Purchase Agreement and (C) such financing does not contain conditions to the release of such proceeds to Buyer that are more onerous, taken as a whole, than those conditions and terms contained in the Debt Financing Commitments as of the date hereof. Further, Buyer shall have the right to substitute commitments in respect of other

debt financing for all or any portion of the Debt Financing from the same and/or alternative bona fide third-party financing sources in an aggregate amount not to exceed, and no less than, the amount of such commitments so long as (A) all conditions precedent to the effectiveness of the definitive documentation for such debt financing have been satisfied and the conditions precedent to funding of such debt financing are in the aggregate, in respect of certainty of funding, substantially equivalent to (or more favorable to Buyer than) the conditions contained in the Debt Commitment Letter as of the date hereof and do not contain conditions that are more onerous, taken as a whole, than those conditions and terms contained in the Debt Financing Commitments as of the date hereof and (B) such financing will not delay the ability of Buyer to consummate the transactions contemplated by this Agreement and the Grande Purchase Agreement (any such debt or equity financing which satisfies the foregoing, "Replacement Financing"). In such event, the term "Debt Financing" as used in this Agreement shall be deemed to include any Replacement Financing (and consequently the term "Financing" shall include the Equity Financing and the Replacement Financing). For the avoidance of doubt, and notwithstanding any provision of this Agreement to the contrary, Buyer shall only be obligated to obtain financing for the simultaneous acquisition of both the Company and Grande on the terms and conditions set forth in this Agreement and the Grande Purchase Agreement and under no circumstances shall Buyer be obligated to obtain Alternative Financing, Replacement Financing or any other financing solely to finance the acquisition of the Company without the simultaneous acquisition of Grande.

(c) Prior to the Closing, in order to assist with the financing of the transactions contemplated hereby, the Company shall, and shall cause each other Group Company to, use its reasonable best efforts to cause its and their officers, directors, employees, accountants, consultants, legal counsel, agents and other advisors and representatives to provide, at Buyer's sole expense, such cooperation in connection with the arrangement of debt financing by Buyer as may be reasonably requested by Buyer; including by using reasonable best efforts to:

(i) furnish Buyer and the Financing Sources as promptly as reasonably practicable (x) all financial statements, financial data and other information regarding the Group Companies which is necessary to satisfy (A) if Buyer has not exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), the conditions set forth under paragraphs 5 and 6 of Annex I to Exhibit D of the Debt Commitment Letter or (B) if Buyer has exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), the conditions set forth under paragraphs 5 and 6 of Annex I to Exhibit D of the Debt Commitment Letter, which, solely for purposes of the immediately preceding clause (A) or clause (B) of the paragraph, in the case of pro forma financial statements shall consist of the necessary historical financial data relating to the Group Companies and any transactions with Grande to enable Buyer to produce (or cause to be produced) pro forma financial statements and other pro forma financial data and financial information (including pro forma adjustments relating to the transactions contemplated by this Agreement and the transactions contemplated by the Grande Purchase Agreement) as are required in order to satisfy the condition set forth in paragraph 6 of Annex I to Exhibit D of the Debt Commitment Letter), (y) such other pertinent financial and other customary information regarding the Group Companies as Buyer or the Financing Sources shall reasonably request in order to produce (A) if Buyer has not exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter) a customary

preliminary offering memorandum as contemplated by paragraph 9 of Annex I to Exhibit D of the Debt Commitment Letter and (and drafts of "comfort" letters (which shall provide customary "negative assurance" comfort) related to the foregoing) or (B) if Buyer has exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), a customary confidential information memorandum as contemplated by paragraph 10 of Annex I to Exhibit D of the Debt Commitment Letter and (z) all other financial and operating information or other information regarding the Group Companies to be used in the preparation of one or more information packages regarding the business, operations, financial projections and prospects of the Group Companies customary or reasonably necessary for the arrangement or syndication of loans or issuance of debt securities (all such information in this clauses (i), together with the authorization letters referred to in clause (ii)(x) below, the "Required Information"); provided, that in no event will the Required Information include (i) the "description of notes" and sections that would customarily be provided by the Investment Banks (as defined in the Debt Commitment Letter) or their counsel, (ii) risk factors specifically relating to all or any component of the financing, and (iii) any information of the type required by Regulation S-X Rule 3-05, Rule 3-09, Rule 3-10 or Rule 3-16, any compensation discussion and analysis required by Item 402 of Regulation S-K or information regarding executive compensation related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A and other customary exceptions, it being understood that if Buyer has exercised its option for a Replacement Commitment (as defined in the Debt Commitment Letter), the Company shall have no obligation hereunder to provide any information or cooperation related to an offering of securities pursuant to Rule 144A; provided, further, that if the Company shall in good faith reasonably believe that it has delivered, or caused to be delivered, the Required Information in accordance with the terms of this Agreement, then the Company may deliver to Buyer written notice to that effect (stating when it believes it completed the applicable delivery), in which case the Required Information shall be deemed to have been delivered on the date the applicable notice is delivered to Buyer, in each case unless Buyer in good faith reasonably believes that the Company shall have not completed delivery of the Required Information and, within three (3) Business Days after delivery of such notice from the Company, Buyer delivers a written notice to the Company to that effect (stating with specificity the Required Information that has not been delivered);

(ii) (x) provide Buyer with other information, to the extent readily available, that is reasonably requested for the preparation of bank information memoranda and similar documents in connection with the debt financing (including the delivery of customary representation letters and authorization letters) and (y) assist with the preparation of materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda (and, to the extent necessary, additional information memoranda that do not include material non-public information), prospectuses and similar documents reasonably requested in connection with the debt financing;

(iii) use commercially reasonable efforts to (w) cooperate with the marketing efforts for any debt financing, including providing assistance in the preparation for, and at reasonable times and upon reasonable notice participating in road shows, meetings, due diligence sessions, drafting sessions and similar presentations to and with prospective lenders, investors and rating agencies, (x) cooperate with the Financing Sources in their efforts to benefit from the Group Companies' existing lending relationships, (y) cooperate with the Financing Sources, prospective lenders, placement agents, initial purchasers and their respective advisors'

due diligence and (z) make the Group Companies' executive officers (and, if necessary and appropriate, other representatives of the Group Companies) available to assist the Financing Sources and otherwise reasonably cooperate in connection with the consummation of the Debt Financing, including by being available to participate in a reasonable number of meetings, presentations, one-on-one sessions with rating agencies or other customary syndication activities in connection with the Debt Financing;

(iv) assist in obtaining a public corporate family rating of the combined business of Grande and the Group Companies from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and a credit rating for each of the debt facilities and any debt securities from such rating agency;

(v) assist with the preparation, negotiation, execution and delivery of any debt agreements, guarantees, pledge and security agreements, notes, indentures, purchase agreements and other definitive financing documents and deliver such documents and certificates (including a solvency certificate of the chief financial officer of the Company), as are customary in financings of such type; provided that no obligation of the Group Companies under any such document or agreement shall be effective until the Closing;

(vi) assist with the preparations for (and subject to the Closing, agreeing to) the provision of guarantees and the pledging, granting and perfecting of security interests and liens on collateral, including cooperating with Buyer's efforts to obtain landlord waivers and estoppels, non-disturbance agreements, mortgages, deposit and securities account control agreements, environmental assessments, surveys, third party consents and title insurance if and to the extent reasonably required in connection with the Debt Financing, and deliver original certificates with respect to all certificated securities (with transfer powers executed in blank) (it being understood that no such pledging of collateral will be effective until at or after the Closing);

(vii) provide documents reasonably requested by Buyer relating to the repayment of the Group Parties' Closing Indebtedness to be paid off at Closing and the release on the Closing Date of related guarantees and Liens;

(viii) at least two (2) Business Days prior to the Closing Date, provide all required documentation and other information which relates to applicable "know-your-customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been reasonably requested by Buyer or the Financing Sources in writing at least ten (10) Business Days prior to the Closing Date;

(ix) cooperate in satisfying the conditions precedent set forth in the Debt Commitment Letter or any definitive document relating to the Debt Financing to the extent satisfaction of such condition requires the cooperation of, or is within the control of, the Group Companies, including providing customary certificates and representation letters required by or on behalf of Buyer to the extent effective from and after the Closing Date and legal opinions;

(x) facilitate the taking of all corporate, limited liability company or similar actions reasonably requested by Buyer to permit the consummation of the Debt Financing (it being understood that no such action will be effective until at or after the Closing);

(xi) cooperate in the prepayment and termination of any existing indebtedness of the Group Companies, the termination on the Closing Date of all guarantees and security interests in connection therewith and the delivery of customary payoff letters, lien releases, termination documentation and instruments of discharge with respect to the foregoing, in each case reasonably satisfactory to Buyer; and

(xii) not commence or effect any offering, placement or arrangement of any debt securities or bank financing competing with the Debt Financing (and not permit any such offering, placement or arrangements to occur on its behalf) (other than any indebtedness of the Group Companies permitted to be to be incurred or outstanding pursuant to the other provisions of this Agreement) if such issuance, offering, placement or arrangement would reasonably be expected to materially impair the syndication of the Debt Financing or the offering of the securities contemplated by the Debt Commitment Letter or the related engagement letter;

provided, that nothing in this Agreement (including this Section 6.11) will require any such cooperation to the extent that it would (A) materially and unreasonably interfere with the ongoing business or operations of the Group Companies, (B) require the Group Companies to enter into or approve any debt financing or any definitive agreement for the debt financing that would be effective prior to the Closing or (C) causes any condition set forth in Section 7.1 or Section 7.2 to fail to be satisfied or otherwise causes a Group Company to breach this Agreement; provided, further, that (I) no personal liability shall be imposed on any of the employees of any Group Company involved in the foregoing cooperation and (II) the Group Companies will not be required to pay any commitment or other fees or expenses in connection with the debt financing prior to the Closing. Buyer will (x) upon request from the Company, reimburse the Group Companies for any reasonable and documented out-of-pocket expenses incurred or otherwise payable by the Group Companies in connection with their cooperation pursuant to this Section 6.11 (other than the Group Companies' obligation to deliver its regular annual and quarterly financial statements and other than compensation of their respective employees) and (y) indemnify and hold harmless the Group Companies and their Affiliates, and the directors, officers, employees, attorneys, successors and assigns of each of the foregoing Persons from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in complying with their obligations in connection with the arrangement of the debt financing (including actions taken in accordance with this Section 6.11) and any information (other than information furnished by or on behalf of the Group Companies) utilized in connection therewith, other than to the extent any of the foregoing arose out of the bad faith, gross negligence or willful misconduct of, or material breach of this Agreement by, the Group Companies or any of their respective officers, employees or representatives. The Company hereby consents to the use of the logos of the Group Companies in connection with the debt financing; provided that such logos shall be used solely in a manner that is not intended or reasonably likely to harm, disparage or otherwise adversely affect the Group Companies or their reputation or goodwill.

Section 6.12 Termination of Agreements. Prior to the Closing, Seller and each Group Company, as applicable, shall take all actions necessary to terminate, and shall cause to be terminated, each Contract of the type described in Section 3.18 (other than those Contracts listed on Schedule 6.12) without any further force or effect or survival of any provision thereunder and without any cost, expense or liability to any Group Company or any of their post-Closing Affiliates other than the payment of cash amounts that may be paid prior to the Closing and result in a reduction to Closing Cash or payable at the Closing and included in the calculation of estimated Seller Expenses.

Section 6.13 2020 Notes Redemption. The Company shall, upon the written request of Buyer, cause each of RCN Telecom Services, LLC and RCN Capital Corp. to (a) deliver a notice of redemption of the 2020 Notes pursuant to the Indenture; provided, that any such notice shall be conditional upon the Closing and shall be in compliance with applicable Law and the Indenture and (b) cause the satisfaction and discharge of the 2020 Notes and the Indenture substantially concurrently with the Closing, subject to the irrevocable deposit by Buyer with the trustee thereof on the Closing Date of funds sufficient to pay in full the redemption price, including the outstanding aggregate principal amount of, accrued and unpaid interest to but excluding the date of redemption on, and any premiums related to, the 2020 Notes.

Section 6.14 280G Approval. Prior to the Closing, the Company shall submit to its stockholders (to the extent entitled to vote upon such matter) for approval by written consent in a manner reasonably satisfactory to Buyer, by such number of stockholders as is required by the terms of Section 280G(b)(5)(B) of the Code, any payments or benefits that may separately or in the aggregate, constitute "parachute payments", in connection with the transactions contemplated by this Agreement, pursuant to Section 280G of the Code ("Section 280G Payments") (which determination shall be made by the Company and, together with materials (including disclosures) related to such approval, shall be subject to review and approval by Buyer, not to be unreasonably withheld, conditioned or delayed), such that such payments and benefits shall not be deemed to be Section 280G Payments. Such vote shall, in the reasonable determination of the Company based on the advice of counsel, meet the requirements of Section 280G(b)(5)(B) of the Code and the regulations thereunder, including using commercially reasonable efforts to obtain any necessary waivers. Prior to the Closing, the Company shall deliver to Buyer notification and evidence reasonably satisfactory to Buyer that a vote of the stockholders of the Company was solicited in conformance with Section 280G and the regulations promulgated thereunder, to the extent that waivers were obtained, and either (x) the requisite approval was obtained with respect to any payments or benefits that were subject to the stockholder vote, or (y) that the requisite approval was not obtained and as a consequence, that such payments or benefits shall not be made or provided to the extent they would cause any amounts to constitute Section 280G Payments, pursuant to the waivers of those payments or benefits, which were executed by the affected individuals prior to the vote of stockholders of the Company pursuant to this Section 6.14. The parties acknowledge that this Section 6.14 shall not apply to any arrangements entered into at the discretion of Buyer or between Buyer and its Affiliates ("Buyer Arrangements"), unless such Buyer Arrangements have been disclosed to the Company at least fifteen (15) days prior to the Closing Date, so that, for the avoidance of doubt, compliance with this Section 6.14 shall be determined as if such Buyer Arrangements that are not so disclosed had not been entered into.

Section 6.15 **Tax Elections**. Buyer shall not make, and shall cause its Affiliates (including, after the Closing, the Group Companies) not to make, any election with respect to any Group Company (including any election pursuant to Treasury Regulation Section 301.7701-3), which election would be effective or have effect on or prior to the Closing Date, except for (a) an election under section 754 of the Code in connection with the transactions contemplated by this Agreement, (b) any election with the written consent of Seller (or the relevant successor to Seller's rights under this Agreement) and (c) an election that would not have the effect of increasing Seller's (or its beneficial owners') liability for Taxes.

Section 6.16 **Rollover Amendment**. As soon as reasonably practicable after the date hereof, the Parties shall in good faith negotiate and endeavor to enter into an amendment to this Agreement in order to provide for a management "rollover" transaction agreed by Buyer and the management rollover participants and which is consistent with that certain Management Equity Arrangement Term Sheet, dated as of the date of this Agreement, and the structure steps memo provided by Deloitte dated August 11, 2016; provided, however, that Seller shall have no obligation to negotiate or amend this Agreement or effectuate any such changes if such changes or amendment would (a) result in a reduction in the Purchase Price in excess of the aggregate value of the Rollover Units (as defined in the Management Equity Arrangement Term Sheet); or (b) impose any condition to the Closing in addition to the conditions set forth in Article 7.

ARTICLE 7
CONDITIONS TO CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT

Section 7.1 **Conditions to the Obligations of the Company, Buyer and Seller**. The obligations of the Company, Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable law, waiver by the Party for whose benefit such condition exists) of the following conditions:

(a) any applicable waiting period under the HSR Act relating to the transactions contemplated by this Agreement shall have expired or been terminated;

(b) the FCC shall have adopted and released an effective order granting any required consent to the transfer of control of any licenses or other authorization issued by the FCC and held by any Group Company to Buyer;

(c) any required consents, approvals, waivers and notices (as applicable) of the Telecommunications Regulatory Authorities (other than the FCC) for the transactions contemplated by this Agreement as set forth on Schedule 7.1(c) shall have been obtained or given and be and remain in effect;

(d) any required consents, approvals, waivers and notices (as applicable) of applicable Cable Regulatory Authorities (other than the FCC) shall have been obtained or given and be and remain in effect; provided that this condition shall be deemed satisfied if, with respect to Franchises that represent in aggregate not less than ninety percent (90%) of the Cable Video Programming Service customers of the Group Companies in the Cable Systems as of July 15, 2016 approval either (A) has been received, (B) has been deemed to have been received in

accordance with Section 617 of the Communications Act (47 U.S.C. Section 537), or (C) is not required by applicable Law (including those areas where applicable Law does not require the business to be operated with a Franchise) or under the applicable Franchise; and

(e) no statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other Governmental Entity or other Law, legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

Section 7.2 Other Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or, if permitted by applicable law, waiver by Buyer of the following further conditions:

(a) (i) the representations and warranties of (x) the Company set forth in Section 3.2(a) and clause (i) of Section 3.7 and (y) Seller set forth in Section 4.3, in each case, shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, (ii) the representations and warranties of (x) the Company set forth Section 3.1, Section 3.2(b) and (c), Section 3.3, Section 3.18 and Section 3.22(a) and (y) Seller set forth Section 4.1 shall be true and correct (without giving effect to any limitation or qualification as to "material" or "Material Adverse Effect" set forth therein) in all material respects as of the Closing Date as though made on and as of the Closing Date, and (iii) the representations and warranties of (x) the Company in Article 3 and (y) Seller set forth in Article 4 hereof (other than the representations and warranties specified in the immediately preceding clause (i) or (ii)) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except (A) in the case of each of clauses (i) through (iii), to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date and (B), in the case of clause (iii) alone, to the extent that the facts, events and circumstances that cause such representations and warranties to not be true and correct as of such dates have not had and would not reasonably be expected to have a Material Adverse Effect;

(b) Seller and the Company shall have performed and complied in all material respects with all covenants required to be performed or complied with by Seller and the Company under this Agreement on or prior to the Closing Date;

(c) since the date of this Agreement, no change, event or circumstance shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect;

(d) prior to or at the Closing, Seller and the Company shall have delivered a certificate of an authorized officer of the Company, dated as of the Closing Date, to the effect that the conditions specified in Section 7.2(a), Section 7.2(b) and Section 7.2(c) have been satisfied in form and substance reasonably acceptable to Buyer;

(e) prior to or at the Closing, the Company shall have delivered a certificate from Seller, in form and substance as prescribed by Treasury Regulations promulgated under

Code section 1445, stating that Seller is not a "foreign person" within the meaning of Code section 897 and Treasury Regulation Section 1.1445-2(b);

(f) the Affiliate Contracts shall have been terminated and Seller shall have delivered evidence thereof to Buyer (including, for the avoidance of doubt any Contract between the Company or any of its Subsidiaries and Patriot Media Consulting LLC, except that the Patriot Management Agreement shall only be terminated as it relates to the Company and its Subsidiaries);

(g) the Company shall have received and provided Buyer with a copy of the duly executed pay-off letter(s) in form and substance reasonably satisfactory to Buyer (a draft of which shall have been delivered by the Company to Buyer at least five (5) Business Days prior to the Closing) relating to the Indebtedness outstanding under the Credit Agreement (the "Pay-off Letters"); and

(h) the Grande Closing shall have occurred (or shall occur concurrently with the Closing).

Section 7.3 Other Conditions to the Obligations of the Company and Seller. The obligations of the Company and Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or, if permitted by applicable law, waiver by the Company and Seller of the following further conditions:

(a) the representations and warranties of Buyer set forth in Article 5 hereof shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date (other than to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date), in each case, except to the extent that the failure of such representations and warranties to be true and correct as of such dates would not prevent or materially delay Buyer from consummating the transactions contemplated by this Agreement;

(b) Buyer shall have performed and complied in all material respects with all covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(c) prior to or at the Closing, Buyer shall have delivered a certificate of an authorized officer of Buyer, dated as of the Closing Date, to the effect that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied in form and substance reasonably acceptable to the Company.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure was caused by such Party's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 6.3.

ARTICLE 8
TERMINATION; AMENDMENT; WAIVER

Section 8.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Buyer and Seller;

(b) by Buyer, if any of the representations or warranties of the Company set forth in Article 3 or Seller set forth in Article 4 shall not be true and correct or if the Company or Seller has failed to perform any covenant or agreement on the part of Seller or the Company set forth in this Agreement (including an obligation to consummate the Closing) such that the condition to Closing set forth in either Section 7.2(a) or Section 7.2(b) would not be satisfied and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within thirty (30) days after written notice thereof is delivered to Seller; provided, that Buyer is not then in breach of this Agreement so as to prevent the condition to Closing set forth in either Section 7.3(a) or Section 7.3(b) from being satisfied;

(c) by Seller, if any of the representations or warranties of Buyer set forth in Article 5 shall not be true and correct or if Buyer has failed to perform any covenant or agreement on the part of Buyer set forth in this Agreement (including an obligation to consummate the Closing) such that the condition to Closing set forth in either Section 7.3(a) or Section 7.3(b) would not be satisfied and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within thirty (30) days after written notice thereof is delivered to Buyer; provided, that neither Seller nor any Group Company is then in breach of this Agreement so as to prevent the condition to Closing set forth in Section 7.2(a) or Section 7.2(b) from being satisfied;

(d) by either Buyer or Seller, if the transactions contemplated by this Agreement shall not have been consummated on or prior to 5:00 p.m. on May 12, 2017 (the "Termination Date") and the Party seeking to terminate this Agreement pursuant to this Section 8.1(d) shall not have breached in any material respect its obligations under this Agreement in any manner that shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Termination Date;

(e) by either Buyer or Seller, if any Governmental Entity shall have issued an order, decree, ruling or Law or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling, Law or other action shall have become final and nonappealable; provided, that the Party seeking to terminate this Agreement pursuant to this Section 8.1(e) shall have used reasonable best efforts to remove such order, decree, ruling, judgment or injunction to the extent required to take such action under Section 6.3;

(f) by Seller, if (i) the Parties are obligated to consummate the Closing pursuant to Section 2.2, (ii) Seller has confirmed by written notice to Buyer after the date on which the Closing should have occurred pursuant to Section 2.2 (such notice, a "Closing Failure

Notice") that (A) all conditions set forth in Section 7.2 have been and continue to be satisfied as of the date on which the Closing should have occurred pursuant to Section 2.2 (other than those conditions that by their nature are to be satisfied at the Closing or the Grande Closing (including the consummation of the Grande Closing), but which are capable of being satisfied on the date the Closing should have occurred pursuant to Section 2.2), (B) all conditions set forth in Section 7.1 have been and continue to be satisfied as of the date on which the Closing should have occurred pursuant to Section 2.2 (other than those conditions that by their nature are to be satisfied at the Closing or the Grande Closing, but which are capable of being satisfied on the date the Closing should have occurred pursuant to Section 2.2) or that Seller has irrevocably waived any unsatisfied conditions in Section 7.1, and (C) Seller is ready, willing and able to consummate the transactions contemplated hereby if the Closing occurs on the date of such Closing Failure Notice and at all times during the two (2) Business Day period immediately thereafter, and (iii) Buyer fails to consummate the Closing within two (2) Business Days after the date of the delivery of such Closing Failure Notice; or

(g) by Buyer or Seller, if the Grande Purchase Agreement shall have been terminated in accordance with its terms prior to the Closing Date.

Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement and abandonment of the transactions contemplated by this Agreement pursuant to and in accordance with Section 8.1, this Agreement shall forthwith become void and of no further force or effect whatsoever and there shall be no Liability on the part of any party to this Agreement or any Buyer Related Party; provided, however, that notwithstanding the foregoing, except as provided in Section 8.1(b) and Section 8.1(c), the termination of this Agreement shall not relieve any party to this Agreement from any Liability resulting from or arising out of any malicious and material breach of any agreement or covenant in this Agreement; provided, further, that notwithstanding the termination of this Agreement, the terms of Section 6.2, the provisions of the third sentence of Section 6.3(a), this Section 8.2, and Article 9, shall remain in full force and effect and shall survive any termination of this Agreement. For purposes of this Section 8.2(a), "malicious and material breach" shall mean that the breaching party (A) took an action or failed to take an action, as the case may be, and (B) had actual knowledge that the taking of such action or the failure to take such action, as the case may be, would cause a material breach of this Agreement by such breaching party.

(b) Notwithstanding Section 8.2(a), in the event that (i) Buyer or Seller terminates this Agreement pursuant to Section 8.1(d) and at the time of such termination Seller would have been entitled to terminate this Agreement pursuant to Section 8.1(f), (ii) Seller terminates this Agreement pursuant to Section 8.1(c), (iii) Seller terminates this Agreement pursuant to Section 8.1(f) or (iv) Buyer or Seller terminates this Agreement pursuant to Section 8.1(g) and at the time of such termination Seller was entitled to terminate this Agreement pursuant to Section 8.01(c) or Section 8.01(f), then Buyer shall pay to Seller a termination fee of $72,000,000 in cash (the "Termination Fee"). Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Buyer's or Seller's termination of the Grande Purchase Agreement in accordance with the terms thereof, by itself, be deemed a failure by Buyer to perform any covenant or agreement set forth in this Agreement on the part of Buyer

(including an obligation to consummate the Closing) or otherwise be deemed a breach of this Agreement (including any representation or warranty contained herein). Buyer shall pay, or cause to be paid, the Termination Fee, if applicable, to Seller by wire transfer of immediately available funds within five (5) Business Days after the termination of this Agreement under the circumstances described in clauses (i), (ii), (iii) or (iv), as applicable. Payment of the Termination Fee shall be the sole and exclusive remedy of Seller, its unitholders, the Company and their respective Affiliates and Related Persons against Buyer and any of its Affiliates and Related Persons and its and their Financing Sources and other financing sources, and each of their respective former, current and future directors, officers, employees, advisors, managers, general or limited partners, members, equityholders, agents, and other representatives and Related Persons and their respective successors and assigns (each, a "Buyer Related Party") for any loss or Liability of any kind suffered as a result of any breach of any representation or warranty, covenant or agreement or the failure of the transactions contemplated by this Agreement to be consummated (including the abandonment thereof), any other matter forming the basis of such termination or otherwise, and following the payment of the Termination Fee neither Buyer nor any Buyer Related Party shall have any Liability or obligation in respect of this Agreement, the transactions contemplated hereby or otherwise, it being understood that in no event shall Buyer be required to pay the Termination Fee on more than one occasion; provided, that nothing herein shall prevent or preclude the payment of the Grande Termination Fee as and when payable under the Grande Purchase Agreement. Seller may pursue both a grant of specific performance in accordance with (and subject to the limitations set forth in) Section 9.15 and the payment of the Termination Fee pursuant to this Section 8.2(b) and fees and expenses pursuant to the last sentence of Section 8.2(c); provided that under no circumstances shall Seller be permitted or entitled to receive both a grant of specific performance resulting in the Closing and payment of the Termination Fee. The Termination Fee shall be considered liquidated damages (and not a penalty) for any and all losses or damages suffered or incurred by Seller or any other Person in connection with this Agreement and the transactions contemplated hereby or thereby (and the abandonment or termination thereof) or any other matter forming the basis for such termination, and no Person shall have any rights or claims against any of Buyer or any Buyer Related Party relating to this Agreement or any of the transactions contemplated hereby or thereby (and the abandonment or termination thereof), or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise, and neither Buyer nor any Buyer Related Party shall have any further Liability or obligation relating to or arising out of this Agreement or any of the transactions contemplated hereby or thereby (and the abandonment or termination thereof) or in respect of any oral representations made or alleged to be made in connection herewith or therewith. The parties acknowledge that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, no Person other than Seller will be entitled to receive the Termination Fee or any amounts due pursuant to the last sentence of Section 8.2(c).

(c) In no event shall Seller or any of its Affiliates or Related Persons seek to enforce this Agreement against, make any claims for breach of this Agreement against or seek to recover monetary damages, specific performance or other relief from any Buyer Related Party (other than Buyer). If Buyer fails promptly to pay, or cause to be paid, the Termination Fee if

and when payable pursuant to Section 8.2(b), and, in order to obtain such payment, Seller commences an Action that results in a judgment against Buyer for the Termination Fee, Buyer shall pay to Seller, together with the Termination Fee, any reasonable and documented out-of-pocket fees, costs and expenses (including reasonable legal fees) incurred by Seller in connection with any such Action.

Section 8.3 Amendment. This Agreement may be amended or modified only by a written agreement executed and delivered by duly authorized officers of Buyer and Seller (subject to Section 9.8). This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any purported amendment by any Party or Parties effected in a manner which does not comply with this Section 8.3 shall be void. Notwithstanding anything to the contrary contained herein, no modification, waiver or termination of Section 8.2(c), Section 9.4, Section 9.8, Section 9.12, Section 9.13, Section 9.14 and this sentence of Section 8.3 (and any provision of this Agreement to the extent a modification, waiver or termination of such provision would modify the substance of any of the foregoing provisions) that is adverse to the interests of the Financing Sources will be effective against a Financing Source without the prior written consent of such Financing Source.

Section 8.4 Extension; Waiver. Subject to Section 8.1(d), at any time prior to the Closing, Seller (on behalf of itself and the Company) may (a) extend the time for the performance of any of the obligations or other acts of Buyer contained herein, (b) waive any inaccuracies in the representations and warranties of Buyer contained herein or in any document, certificate or writing delivered by Buyer pursuant hereto, or (c) waive compliance by Buyer with any of the agreements or conditions contained herein. Subject to Section 8.1(d), at any time prior to the Closing, Buyer may (i) extend the time for the performance of any of the obligations or other acts of the Company or Seller contained herein, (ii) waive any inaccuracies in the representations and warranties of the Company and Seller contained herein or in any document, certificate or writing delivered by the Company or Seller pursuant hereto, or (iii) waive compliance by the Company and Seller with any of the agreements or conditions contained herein. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants of the Company, Seller and Buyer contained in this Agreement shall terminate on the Closing Date (other than covenants which require Seller or Buyer to undertake any post-Closing action, which shall survive the Closing to the extent provided in their respective terms).

Section 9.2 Entire Agreement; Assignment. This Agreement (a) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) shall not be assigned by any Party (whether by operation of

law or otherwise), without the prior written consent of Buyer and Seller; provided, that Buyer may collaterally assign its rights and benefits hereunder, in whole or in part, to any Financing Source which assignment will not relieve Buyer of any of its obligations under this Agreement or any Ancillary Documents. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.2 shall be void.

Section 9.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile (followed by overnight courier), e-mail (followed by overnight courier), or by registered or certified mail (postage prepaid, return receipt requested) to the other Parties as follows:

To Buyer or to the Company (after the Closing):

c/o TPG Partners VII, L.P.
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attention: Adam Fliss, Deputy General Counsel
Facsimile: (415) 438 1349
E-mail: afliss@tpg.com

with a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: James E. Langston
Paul J. Shim
Facsimile: (212) 225-3999
E-mail: jlangston@cgsh.com
pshim@cgsh.com

To Seller or to the Company (prior to the Closing):

c/o ABRY Partners II, LLC
111 Huntington Avenue 29th Floor
Boston, MA 02199
Attention: Jay Grossman, Blake Battaglia, Azra Kanji and Mike Yirilli
Facsimile: (617) 859-8797

with copies (which shall not constitute notice) to:

Patriot Media Consulting LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attention: General Counsel
Facsimile: (609) 452-2540
E-Mail: jkramp@patmedia.us

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Armand A. Della Monica, P.C. and Constantine N. Skarvelis
Facsimile: (212) 446-6460
E-mail: adellamonica@kirkland.com and
constantine.skarvelis@kirkland.com

and

Locke Lord LLP
2800 Financial Plaza
Providence, RI 02903
Attention: Peter Barrett
Facsimile: (401) 276-6691
E-mail: peter.barrett@lockelord.com

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 9.4 **Governing Law**. This Agreement 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 provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Notwithstanding anything herein to the contrary, the Parties hereto agree that any Action of any kind or any nature (whether based upon contract, tort or otherwise) involving any Financing Source that is any way related to this Agreement or any of the transactions related hereto, including but not limited to any Action or dispute arising out of or relating in any way to any Debt Financing in connection with this Agreement or any other transaction contemplated hereby or any document relating to such Debt Financing shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

Section 9.5 **Fees and Expenses**. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and

accountants, shall be paid by the Party incurring such fees or expenses. All transfer Taxes, recording fees and other similar Taxes (excluding, in each case, any unpaid franchise or similar fees payable to any Cable Regulatory Authority or Telecommunications Regulatory Authority included in the calculation of Seller Expenses) that are imposed on any of the Parties by any Governmental Entity in connection with the transactions contemplated by this Agreement shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

Section 9.6 Construction; Interpretation. The term "this Agreement" means this Membership Interest Purchase Agreement together with the Schedules and exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any Party. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (ii) masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (v) financial terms shall have the meanings given to such terms under GAAP unless otherwise specified herein; (vi) references to contracts are as amended, restated, or otherwise modified; and (vii) references to "$" or "dollar" or "US$" shall be references to United States dollars.

Section 9.7 Exhibits and Schedules. All exhibits and Schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. Any item disclosed in any Schedule referenced by a particular section in Article 3 or Article 4 of this Agreement shall be deemed to have been disclosed with respect to every other section in Article 3 or Article 4 of this Agreement if the relevance of such disclosure to such other section is reasonably apparent on its face. The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Schedule is or is not material for purposes of this Agreement.

Section 9.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and, except as provided in Section 6.7, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, Buyer Related Parties are intended third party beneficiaries of Section 8.2, this Section 9.8, Section 9.9, Section 9.12 and Section 9.15; the Financing Sources are intended third party beneficiaries of Section 8.2(c), Section 8.3, Section 9.4, Section 9.12, Section 9.13, Section 9.14 and this Section 9.8 (and no amendment or

modification to such provisions with respect to the Financing Sources may be made in any manner adverse to the Financing Sources without the prior written consent of the applicable Financing Sources).

Section 9.9 **Severability**. If any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 9.10 **Counterparts; Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 9.11 **Knowledge of the Company**. For all purposes of this Agreement, the phrase "to the Company's knowledge", "to the knowledge of the Company" and "known by the Company" and any derivations thereof shall mean as of the applicable date, the actual knowledge without independent investigation (and shall in no event encompass constructive, imputed or similar concepts of knowledge) of Steven J. Simmons, James Holanda, John Feehan, Jeffrey Kramp, Patrick Murphy, John J. Gdovin, Robert Roeder and J. Christian Fenger, none of whom shall have any personal liability or obligations regarding such knowledge.

Section 9.12 **No Recourse**. Notwithstanding anything that may be expressed or implied in this Agreement, Buyer acknowledges and agrees that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any past, present or future director, officer, agent or employee of any past, present or future member of Seller or of any Affiliate or Related Person or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, and no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any past, present or future director, officer, agent or employee of any past, present or future member of Seller or of any Affiliate or Related Person or assignee thereof, as such, in each case, for any obligation of Seller under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation, in each case, other than in the case of Fraud. Notwithstanding anything to the contrary in this Agreement, neither the Financing Sources nor any other Buyer Related Party shall have any liability to the Company, Seller or any of their respective Affiliates or Related Persons relating to or arising out of this Agreement, the Debt Financing or the Debt Financing Commitments or any related agreements or the transactions contemplated hereby or thereby (including the abandonment or termination thereof), whether at law or equity, in contract or in tort or otherwise, and the Company, Seller and their respective Affiliates and Related Persons shall not have any rights or

claims, and shall not seek any loss or damage or any other recovery or judgment of any kind, including direct, indirect, consequential or punitive damages, against any Financing Source or any Buyer Related Party under this Agreement, the Debt Financing or the Debt Financing Commitments or any related agreements or the transactions contemplated hereby or thereby (including the abandonment or termination thereof), whether at law or equity, in contract or in tort or otherwise, and each of the Company and Seller (each on behalf of itself, its Subsidiaries and its respective stockholders, partners, members, Affiliates, directors, officers, employees, controlling persons, agents and other Related Persons) hereby waives any rights or claims against any Financing Source or Buyer Related Party relating to or arising out of this Agreement, the Debt Financing or the Debt Financing Commitments or any related agreements or the transactions contemplated hereby or thereby (including the abandonment or termination thereof), whether at law or equity, in contract, in tort or otherwise, except in all cases with respect to any rights, claims or remedies of the Seller against the Sponsor in accordance with and only with respect to certain specific obligations of the Sponsor as set forth in the Guarantee and Equity Commitment Letter, as applicable.

Section 9.13 Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement, the Debt Financing or any of the transactions related hereto or thereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise (including any Action, proceeding or counterclaim against any Financing Source). Each Party hereby further agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the Parties may file a copy of this Agreement with any court as written evidence of the consent of the Parties to the waiver of their right to trial by jury.

Section 9.14 Jurisdiction and Venue. Each Party (a) irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding arising under this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with this Section 9.14 or in such other manner as may be permitted by applicable law, that such process may be served in the manner of giving notices in Section 9.3 and that nothing in this Section 9.14 shall affect the right of any Party to serve legal process in any other manner permitted by applicable law, (b) irrevocably and unconditionally consents and submits itself and its properties and assets in any such action or proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) with respect to any dispute or controversy arising out of this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (d) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chancery Court and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), (e) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any

such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same and (f) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each Party agrees that a final judgment in any action or proceeding in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Notwithstanding the foregoing, and without limitation of Section 9.12, each of the Parties hereto hereby agrees that it will not, and shall cause the Company and its Subsidiaries not to (as applicable), bring or support any Action of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Source in any way relating to this Agreement, any financing in connection with the transactions contemplated hereby, or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to any such Debt Financing or the performance thereof, in any forum other than the United States District Court for the Southern District of New York (and the appellate courts thereof) or any New York State court sitting in the Borough of Manhattan in the City of New York, and that the provisions of Section 9.13 relating to the waiver of jury trial shall apply to any such Action.

Section 9.15 Remedies.

(a) Except as otherwise expressly provided herein (including Section 8.2), any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that, prior to the termination of this Agreement pursuant to Section 8.1, the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case without posting a bond or undertaking, this being in addition to any other remedy to which they are entitled at law or in equity (except as otherwise expressly provided herein (including Section 8.2)). Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity (including Buyer's obligation to consummate the transactions contemplated by this Agreement). No breach of any representation, warranty or covenant contained herein or in any certificate delivered pursuant to this Agreement shall give rise to any right on the part of any Party, after the consummation of the transactions contemplated hereby, to rescind this Agreement or any of the transactions contemplated hereby.

(b) Notwithstanding the foregoing or any other provisions of this Agreement to the contrary, it is explicitly agreed that Seller shall be entitled to seek specific performance of Buyer's obligation to cause the Equity Financing to be funded or to consummate the Closing, if and only if (i) the conditions set forth in Section 7.1 and Section 7.2 have been satisfied (other

than those conditions that by their nature are to be satisfied by actions taken at the Closing or the Grande Closing (including consummation of the Grande Closing); provided, that such conditions are then capable of being satisfied and will be satisfied at the Closing) or have been waived (in writing) by Buyer in each case at the time the Closing is required to have occurred pursuant to Section 2.2, (ii) Seller has irrevocably confirmed to Buyer in writing that, if specific performance is granted and the Equity Financing and Debt Financing are funded, the Seller is ready, willing and able to (and shall) perform its obligations in connection with effectuating the Closing and the Closing will occur pursuant to ARTICLE 2 (and the Seller has not revoked such notice), (iii) the Debt Financing (and/or, if applicable, the Alternative Financing) has been funded or will be funded at the Closing if the Equity Financing is funded at the Closing, (iv) the Parties are obligated to consummate the Closing under Section 2.2 and (v) Buyer fails to consummate the Closing by the later of (A) within two (2) Business Days following the date of the notice described in clause (ii) and (B) the date the Closing is required to have occurred in accordance with Section 2.2. For the avoidance of doubt, in no event shall Seller be entitled to enforce or to seek to enforce specifically Buyer's obligation to cause the Equity Financing to be funded if the Debt Financing (or if applicable, the Alternative Financing) has not been funded (or will not be funded at the Closing if the Equity Financing is funded at the Closing). Notwithstanding anything in this Agreement to the contrary, only Seller shall be entitled to seek to specifically enforce Buyer's obligations under this Agreement in accordance with the terms hereof and the Company shall not be entitled to seek to specifically enforce Buyer's obligations under this Agreement.

Section 9.16 Waiver of Conflicts. Recognizing that Kirkland & Ellis LLP and Locke Lord LLP have acted as legal counsel to Seller, its Affiliates and the Group Companies prior to the Closing, and that Kirkland & Ellis LLP and Locke Lord LLP intend to act as legal counsel to Seller and its Affiliates (which will no longer include the Group Companies) after the Closing, each of Buyer and the Company hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Kirkland & Ellis LLP and Locke Lord LLP representing Seller and/or its Affiliates after the Closing as such representation may relate to Buyer, any Group Company or the transactions contemplated herein. In addition, all communications involving attorney-client confidences between Seller, its Affiliates or any Group Company and Kirkland & Ellis LLP or Locke Lord LLP in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall, solely in the context of a dispute between Seller and its Affiliates (other than the Group Companies) and Buyer and its Affiliates with respect to the transactions contemplated by this Agreement, be deemed to be attorney-client confidences that belong solely to Seller and its Affiliates (and not the Group Companies). Accordingly, solely in the context of a dispute between Seller and its Affiliates (other than the Group Companies) and Buyer and its Affiliates with respect to the transactions contemplated by this Agreement, the Group Companies shall not have access to any such communications, or to the files of Kirkland & Ellis LLP or Locke Lord LLP relating to engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, solely in the context of a dispute between Seller and its Affiliates (other than the Group Companies) and Buyer and its Affiliates with respect to the transactions contemplated by this Agreement, (i) Seller and its Affiliates (and not the Group Companies) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Group Companies shall be a holder thereof, (ii) to the extent that files of Kirkland & Ellis LLP or Locke Lord LLP in respect of such engagement constitute

property of the client, only Seller and its Affiliates (and not the Group Companies) shall hold such property rights and (iii) Kirkland & Ellis LLP and Locke Lord LLP shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to any of the Group Companies by reason of any attorney-client relationship between Kirkland & Ellis LLP or Locke Lord LLP and any of the Group Companies or otherwise. Notwithstanding the foregoing, if a dispute arises after the Closing between Buyer or any Group Company, on the one hand, and a third party other than (and unaffiliated with) Seller, on the other hand, then Buyer or such Group Company (to the extent applicable) may assert the attorney-client privilege to prevent disclosure to such third party of confidential communications by Kirkland & Ellis LLP or Locke Lord LLP, and, in relation to such dispute, Seller shall not be permitted to waive its attorney-client privilege with respect to such confidential communications without Buyer's prior written consent.

* * * * *

IN WITNESS WHEREOF, each of the Parties has caused this Membership Interest Purchase Agreement to be duly executed on its behalf as of the day and year first above written.

YANKEE CABLE PARTNERS, LLC

By: _____
Name: JEFFREY B. KRAMP
Title: EVP, Secretary & General Counsel

YANKEE CABLE PARENT, LLC

By: _____
Name: Jeffrey B. Kramp
Title: EVP, Secretary & General Counsel

IN WITNESS WHEREOF, each of the Parties has caused this Membership Interest Purchase Agreement to be duly executed on its behalf as of the day and year first above written.

RADIATE HOLDCO, LLC

By: _____
Name: Clive Bode
Title: Vice President

Exhibit A
Example Statement of Net Working Capital

See attached.

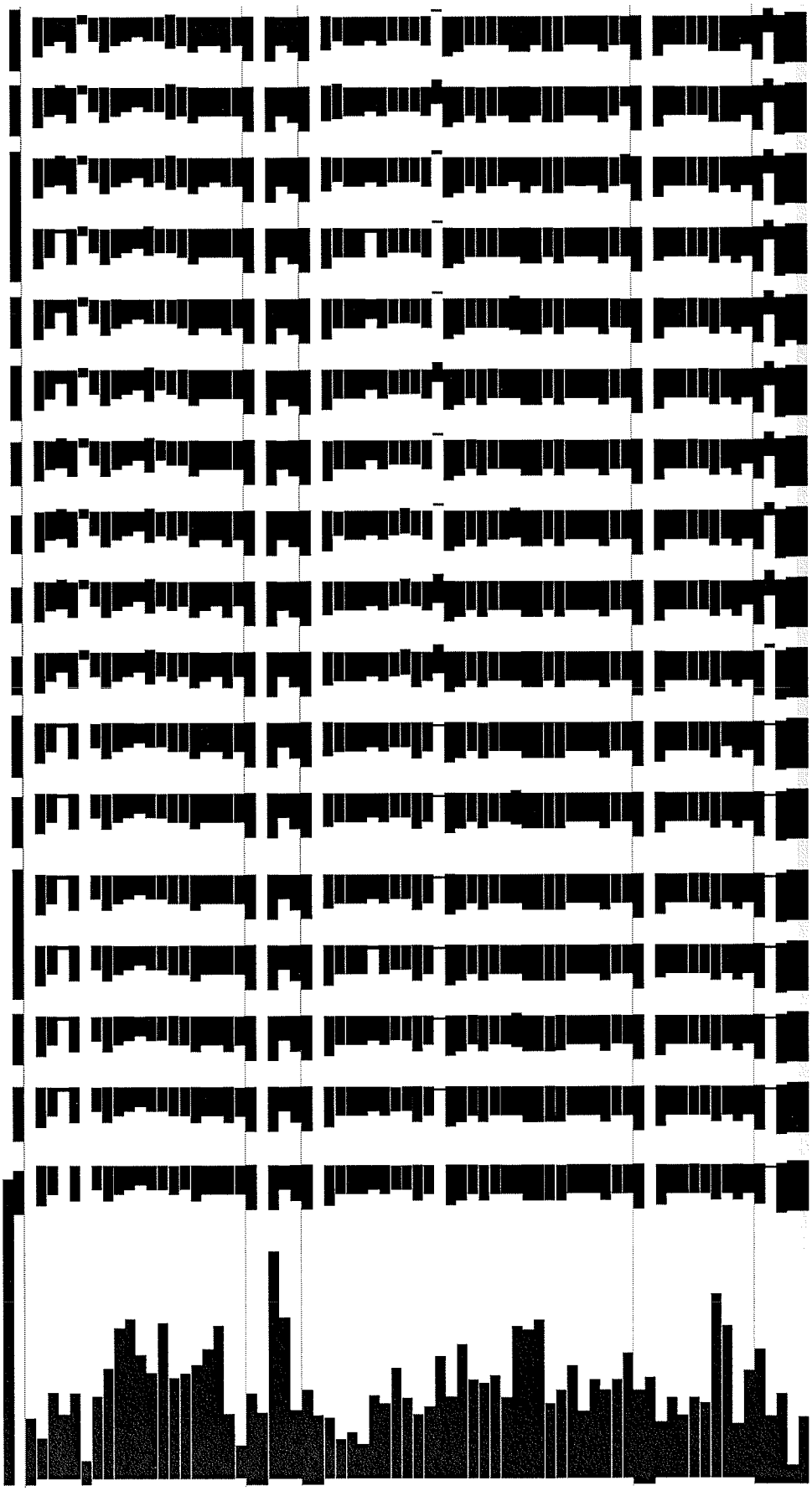


Exhibit B
Form of Escrow Agreement

See attached.

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is executed and effective on [•], 2016, by and among Yankee Cable Partners, LLC, a Delaware limited liability company ("Seller"), Radiate HoldCo, LLC, a Delaware limited liability company ("Buyer") and Citibank, N.A., as escrow agent (the "Escrow Agent"). Each of Seller, Buyer and Escrow Agent are from time to time referred to herein each individually as a "Party", and collectively as the "Parties". Each capitalized term which is used but not otherwise defined in this Agreement has the meaning assigned to such term in the Purchase Agreement (as defined below).

WHEREAS, on [•], 2016, Seller, Yankee Cable Parent, LLC, a Delaware limited liability company (the "Company"), and Buyer entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") which provides that, among other things, Buyer shall purchase and acquire from Seller all of the outstanding equity interests of the Company;

WHEREAS, the execution and delivery of this Agreement by Seller, Buyer and the Escrow Agent is a condition to the obligations of Buyer and Seller to consummate the Closing; and

WHEREAS, at the Closing, pursuant to Section 2.3(a)(i)(A) of the Purchase Agreement, Buyer shall deposit, or cause to be deposited with the Escrow Agent, an amount equal to $14,222,000 (the "Escrow Amount" and together with the interest, dividends, distributions, gains or other income or earnings thereon or in respect thereof, the "Escrow Funds") in an escrow account established and maintained by the Escrow Agent (the "Escrow Account") pursuant to the terms of this Agreement.

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

1. Appointment of and Acceptance by Escrow Agent. Seller and Buyer hereby appoint and designate the Escrow Agent to accept and maintain possession of the Escrow Account and the Escrow Funds deposited therein and to act as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and designation under the terms and conditions set forth herein.

2. Receipt of Deposit; Establishment of Escrow; Interest.

(a) At the Closing, the Buyer shall deposit, or cause to be deposited, the Escrow Amount with the Escrow Agent pursuant to the instructions below, and the Escrow Agent shall promptly acknowledge to Buyer and Seller its receipt of such amounts in writing:

Bank: Citibank, N.A.
ABA: 021 000 089
SWIFT: CITIUS33
Account: 37432464

Account name: PBG Concentration Account
Further Credit Account: 25D116119768
Further Credit Account Name: Radiant/ Yankee Cable/ Citi
Attention: Anabelle Roa

(b) The Escrow Agent shall hold, invest and disburse the Escrow Funds solely in accordance with the terms of this Agreement.

(c) The Escrow Agent shall place the Escrow Amount into a separate, non-commingled Escrow Account.

3. Investment of the Escrow Amount.

(a) During the term of this Agreement, the Escrow Agent shall hold the Escrow Amount in the Citibank, N.A. noninterest bearing demand deposit account ("DDA") insured by the Federal Deposit Insurance Corporation to the applicable limits. The Parties recognize and agree that instructions to make any other investment and any instruction to change investments must be in a joint writing executed by an Authorized Representative (as defined in Section 5(a) below), of Buyer and Seller, which joint writing shall specify the type and identity of the investments to be purchased and/or sold (the "Permitted Investments"). The Escrow Agent is hereby authorized to execute the purchase and sale of Permitted Investments through the facilities of its own trading or capital markets operations or those of an affiliated entity. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of Permitted Investments other than DDAs furnished in any report or statement may be obtained from third party sources and furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Permitted Investment, other than a DDA, and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of Permitted Investments, other than a DDA. In the event that the Escrow Agent does not receive investment instructions to invest funds held pursuant to this Agreement, the Escrow Agent shall hold such funds in the DDA. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Account or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent may liquidate any investment in order to provide funds necessary to comply with disbursement instructions delivered in accordance with this Agreement without any liability for any resulting loss. Any loss incurred from an investment will be borne by the Escrow Funds. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of Buyer and Seller to give the Escrow Agent instructions to invest or reinvest the Escrow Funds.

(b) Receipt, investment, reinvestment and disbursement of the Escrow Funds shall be confirmed by Escrow Agent to Seller and Buyer as soon as practicable by

account statement (including a list of all investments), and any discrepancies in any such account statement shall be noted by Buyer and Seller to the Escrow Agent within thirty (30) calendar days after receipt thereof.

4. Taxes.

(a) The Parties hereto acknowledge that all taxable income of the Escrow Funds, if any, in any taxable period will be reported as income of Buyer, and the Parties agree to treat Buyer as the owner of the Escrow Funds for federal and applicable state income tax purposes for all taxable periods. The tax treatment set forth in this Section 4 does not affect Seller's or Buyer's rights to distributions from the Escrow Funds. The Escrow Agent shall report all taxable income of the Escrow Funds to the IRS, or any other applicable taxing authority, on IRS Form 1099 and/or 1042-S (or other appropriate form) and shall make any applicable withholding on a basis consistent with the foregoing characterization. Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall pay and deliver to Buyer, to an account or accounts designated by Buyer in writing, promptly (i) at the end of each calendar quarter, an amount equal to 45% of the Escrow Income earned in such quarter, (ii) on the Release Date, an amount equal to 45% of the Escrow Income earned during the then-current calendar quarter and (iii) on the date of the final distribution pursuant to Section 6(c), an amount equal to 45% of the Escrow Income earned during the then-current calendar quarter.

(b) Buyer shall pay or cause to be paid any taxes payable on any interest, dividends, distributions, gains or other income or earnings on or in respect of the Escrow Amount (the "Escrow Income") (to the extent (i) treated as earned by Buyer under the provisions of the Code and its regulations or other applicable tax law and (ii) treated as income of Buyer pursuant to this Section 4).

(c) Each of Seller and Buyer shall provide the Escrow Agent with its IRS Form W-9.

(d) Each of Seller and Buyer represents to Escrow Agent that it is not a "foreign person" for purposes of Section 1445 of the Code and applicable Treasury Regulations thereunder. The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the Escrow Funds.

5. Escrow Agent's Disbursement of the Escrow Funds.

(a) Buyer and Seller may at any time jointly deliver to the Escrow Agent joint written instructions in substantially the form of Exhibit A attached to this Agreement (the "Joint Instructions") instructing the Escrow Agent to distribute all or a portion of the Escrow Amount, executed by each Party as evidenced by the signatures of one of the persons listed as such Party's authorized representatives on Schedule 3 attached hereto (each such person, an "Authorized Representative").

(b) The Escrow Agent shall only disburse any amount from the Escrow Funds upon receipt of, and in accordance with, (A) any Joint Instructions as provided in Section 5(a), (B) Joint Instructions to release the Escrow Funds (or any portion thereof)

delivered pursuant to Section 2.4(d)(ii) or (iii) of the Purchase Agreement following the final and binding determination of the Accounting Firm, pursuant to and in accordance with Section 2.4(b) of the Purchase Agreement (a "Final Award") (provided, that if Buyer, on the one hand, or Seller, on the other hand, fail to execute and deliver such Joint Instructions to the Escrow Agent within five (5) Business Days of the date on which the Final Award was issued, Buyer or Seller, as applicable, may deliver the Final Award to the Escrow Agent, accompanied by a written certification of counsel for Buyer or Seller, as applicable, that such Final Award is final and not subject to any further appeal or proceedings, along with a written instruction from an Authorized Representative of the instructing Party given to effectuate such Final Award, and the Escrow Agent shall be entitled conclusively to rely upon any such certification and instruction and shall have no responsibility to review the Final Award and shall make disbursements in accordance with such Final Award). The Escrow Agent shall disburse all or a portion of the Escrow Funds set forth in the Joint Instructions, by wire transfer of immediately available funds in accordance with the Joint Instructions. Any disbursements to be made pursuant to such Joint Instructions, letter of instructions accompanying a Final Award shall be made by wire transfer of immediately available funds, in accordance with such instructions, within three (3) Business Days of the delivery of such written instructions to the Escrow Agent.

(c) Solely as between Buyer, on the one hand, and Seller, on the other hand, each of Buyer and Seller covenant and agree to promptly (and in any event, within three (3) Business Days after final determination of the Purchase Price in accordance with Section 2.4(b) of the Purchase Agreement to deliver Joint Instructions to the Escrow Agent authorizing the release of the Escrow Funds as required under Section 2.4(d) of the Purchase Agreement.

(d) The Escrow Agent shall act solely upon the instructions and notices it receives from Buyer and Seller under this Section 5 and shall not be responsible for determining whether such instructions are in accordance with the Purchase Agreement.

6. Liability and Duties of the Escrow Agent. The Escrow Agent's duties and obligations under this Agreement shall be determined solely by the express provisions of this Agreement and as set forth in a Final Award or any additional written escrow instructions in accordance with this Agreement that are signed jointly by Buyer and Seller which the Escrow Agent may receive after the date of this Agreement (including Joint Instructions). The Escrow Agent shall be under no obligation to refer to any documents other than this Agreement and the written instructions and requests delivered to the Escrow Agent hereunder. The Escrow Agent shall not be obligated to recognize, and shall not have any liability or responsibility arising under, any agreement to which the Escrow Agent is not a party, even though reference thereto may be made herein. With respect to the Escrow Agent's responsibility, Buyer and Seller further agree that:

(a) The Escrow Agent, including its officers, directors, employees and agents, shall not be liable to anyone whomsoever by reason of any error of judgment or for any act done or step taken or omitted in good faith by the Escrow Agent, or for any mistake of fact or law or anything which the Escrow Agent may do or refrain from doing in good faith in connection herewith, unless, in each case, caused by or arising out of the

Escrow Agent's fraud, gross negligence, or willful misconduct. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through attorneys, affiliates or agents and, with respect to such attorneys or agents (but not affiliates), shall be liable only for its fraud, gross negligence or willful misconduct (as finally adjudicated in a court of competent jurisdiction) in the selection of any such attorney or agent. The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it. Buyer and Seller shall jointly and severally indemnify, defend and hold the Escrow Agent and its affiliates and their respective successors, assigns and its directors, agents and employees (the "Indemnitees") harmless from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including, without limitation, the reasonable and documented out-of-pocket fees and expenses of counsel and all reasonable and documented expenses of document location, duplication and shipment) (collectively "Losses") arising out of or in connection with (i) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding made in accordance with Section 4 of this Agreement, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except in the case of any Indemnitee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been caused by the fraud, gross negligence or willful misconduct of such Indemnitee, or (ii) to the extent expressly permitted by the terms of this Agreement, its following any instructions or other directions, whether joint or singular, from Buyer and/or Seller, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. Such indemnification shall survive the Escrow Agent's resignation, replacement or removal, or the termination of this Agreement until extinguished by any applicable statute of limitations. Buyer and Seller agree, solely as between themselves, that any obligation for indemnification under this Section 6 (or for reasonable and documented fees and expenses of the Escrow Agent described in Section 7) shall be borne by Buyer and/or Seller as finally adjudicated by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller (including, if any amounts have been withdrawn from the Escrow Account by the Escrow Agent to satisfy the Buyer and Seller's joint obligations to the Escrow Agent, then each of the Buyer and Seller shall promptly reimburse the other Party for amounts withdrawn from the Escrow Account for which such Party was responsible under this sentence). Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The obligations contained in this Section 6 shall survive the termination of this Agreement and the resignation, replacement or removal of the Escrow Agent.

(b) Promptly after the end of each month, or at any time upon request by Seller or Buyer, the Escrow Agent shall provide Buyer and Seller with monthly statements showing income and disbursements, if any, of the Escrow Funds.

(c) This Agreement is a personal one, the Escrow Agent's duties hereunder being only to Buyer and Seller, their successors, permitted assigns, heirs and legal representatives, and to no other Person whomsoever.

(d) No succession to, or assignment of, the interest of Buyer or Seller shall be binding upon the Escrow Agent unless and until written notice of such succession or assignment has been filed with and acknowledged by the Escrow Agent.

(e) The Escrow Agent may rely or act upon any written instructions furnished to it pursuant to the terms and provisions of this Agreement bearing a signature or signatures believed by the Escrow Agent in good faith to be genuine of an Authorized Representative of each of Buyer and Seller without inquiry and without requiring substantiating evidence of any kind.

(f) In case any property held by the Escrow Agent shall be attached, garnished or levied upon under a court order, or the delivery thereof shall be stayed or enjoined by a court order, or any writ, order, judgment or decree shall be made or entered by any court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement or any part thereof, the Escrow Agent (i) is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders, judgments or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, and in case the Escrow Agent obeys or complies with any such writ, order, judgment or decree, the Escrow Agent shall not be liable to Buyer or Seller or to any other person by reason of such compliance in connection with such litigation notwithstanding such writ, order judgment or decree be subsequently reversed, modified, annulled, set aside or vacated (other than as a result of the Escrow Agent's fraud, gross negligence or willful misconduct). The Escrow Agent will use reasonable efforts to promptly provide written notice to Buyer and Seller of any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process served upon the Escrow Agent for which notice has been provided to the Escrow Agent to the address listed in Section 9.

(g) The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the other Parties specifying a date when such resignation shall take effect. In addition, Buyer and Seller, acting jointly, shall have the right to terminate the appointment of the Escrow Agent by giving it thirty (30) days' advance notice in writing of such termination, specifying the date upon which such termination shall take effect. Within thirty (30) days after receiving such notice in the case of resignation, or providing such notice in the case of termination, the Buyer and Seller jointly shall (i) each pay one-half of the Escrow Agent's outstanding fees, costs and expenses that are due and payable under this Agreement and (ii) appoint a successor escrow agent to which the Escrow Agent shall distribute the property then held under this Agreement and shall deliver all information and documentation related thereto, whereupon the Escrow Agent shall upon such distribution and delivery to a successor escrow agent, be discharged of and from any and all further obligations arising in connection with this Agreement, except for such liability and expenses which results from the Escrow Agent's fraud, gross negligence or

willful misconduct. If Buyer and Seller have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation or provision of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties hereto. Until a successor escrow agent has accepted such appointment and the Escrow Agent has transferred the Escrow Funds to such successor escrow agent, the Escrow Agent shall continue to retain and safeguard the Escrow Funds until receipt of (A) Joint Instructions by Buyer and Seller, or (B) an order of a court of competent jurisdiction.

(h) In the event of any disagreement between Buyer and Seller resulting in adverse claims or demands being made in connection with the Escrow Funds or in the event that the Escrow Agent is in doubt as to what action it should take hereunder, the Escrow Agent shall be permitted but not obligated to refer the matter to a court of competent jurisdiction and shall retain the Escrow Funds until the Escrow Agent shall have received (a) an order of a court of competent jurisdiction directing delivery of the Escrow Funds or (b) a Joint Instruction executed by Seller and Buyer directing delivery of the Escrow Funds, at which time the Escrow Agent shall disburse the Escrow Funds in accordance with such court order or Joint Instruction. The Parties other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to same. In the event of any conflict between the terms and provisions of this Agreement, those of the Purchase Agreement, any schedule or exhibit attached to the Purchase Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control the actions of the Escrow Agent.

(i) Subject to Sections 6(a) and 7, the Escrow Agent does not have any interest in the Escrow Funds but is serving as escrow holder only and has only possession thereof as escrow agent hereunder.

7. Compensation of Escrow Agent. The Escrow Agent shall be entitled to fees and reimbursement for all reasonable and documented out-of-pocket expenses including, but not by way of limitation, the reasonable and documented out-of-pocket fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, in each case in accordance with the fee schedule attached hereto as Schedule 1. Such fees and expenses shall be paid on the date hereof 50% by Seller (by means of including such fees and expenses in Seller Expenses) and 50% by Buyer. Any such fees and expenses that are payable following the date hereof shall be payable 50% by Buyer and 50% by Seller; provided that to the extent any funds remain in the Escrow Accounts, then fees payable by Seller hereunder may be paid out of the Escrow Funds at the Seller's option.

8. Security Procedures.

(a) Notwithstanding anything to the contrary as set forth in Section 9, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer

instructions that may otherwise be set forth in a written instruction permitted pursuant to Sections 5 of this Agreement, may be given to the Escrow Agent only by mail, confirmed facsimile or email with signed PDF attachment and no instruction for or related to the transfer or distribution of the Escrow Funds, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction in writing by mail, facsimile or email with a signed PDF attachment at the address, number or email, in accordance with Section 9.

(b) In the event funds transfer instructions are given (other than in writing at the time of the execution of this Agreement), whether in writing, by facsimile, email with signed PDF attachment or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 3 which have been provided by an Authorized Representative of each of Buyer and Seller to the Escrow Agent, and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Authorized Representative. Each funds transfer instruction shall be executed by an Authorized Representative, a list of such signatories is set forth on Schedule 3. The persons and telephone numbers for call-backs may be changed only in writing, executed by an Authorized Representative of applicable Party and actually received and acknowledged by the Escrow Agent. It is understood that the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by any Party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank or (iii) an intermediary bank. The Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated.

9. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given and received when delivered (i) personally, (ii) the third (3^{rd}) Business Day after being mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) the first (1^{st}) Business Day after being sent via a nationally recognized overnight courier or (iv) upon affirmative confirmation of receipt after being sent to the recipient via facsimile or via email with a signed PDF attachment (if a facsimile or email address, as applicable, is provided in this Section 9) (or on the first Business Day following the day of delivery by facsimile or email, if such day is not a Business Day). Such notices, demands and other communications will be sent to the address indicated below:

Notices to Buyer:

c/o TPG Partners VII, L.P.
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attention: Adam Fliss, Deputy General Counsel
Facsimile: (415) 428-1349
Email: afliss@tpg.com

with a copy (which shall not constitute notice to Buyer) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: James E. Langston, Paul J. Shim
Facsimile: (212) 225-3999
Email: jlangston@cgsh.com, pshim@cgsh.com

Notices to Seller:

c/o ABRY Partners II, LLC
111 Huntington Avenue 29th Floor
Boston, MA 02199
Attention: Jay Grossman, Azra Kanji and Mike Yirilli
Facsimile: (617) 859-8797

with copies (which shall not constitute notice to Seller) to:

Patriot Media Consulting LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attention: General Counsel
Facsimile: (609) 452-2540
E-Mail: jkramp@patmedia.us

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Armand A. Della Monica, P.C. and Constantine N. Skarvelis
Facsimile: (212) 446-6460
E-mail: adellamonica@kirkland.com and
constantine.skarvelis@kirkland.com

Notices to the Escrow Agent:

Citibank, N.A.
c/o Citi Private Bank
153 E. 53rd Street, 21st Floor
New York, NY 10022
Facsimile: (212) 783-7131
Attention: Ilona Kandarova
Email: ilona.kandarova@citi.com

Notwithstanding the above, in the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent reasonably deems appropriate. For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

10. Binding Effect; Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

12. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by Seller, Buyer and the Escrow Agent to express their mutual intent, and no rule of strict construction will be applied against any Person.

13. Headings; Interpretation. The headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no heading had been used in this Agreement. Words used in the singular number may include the plural and the plural may include the singular. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation". Except as expressly set forth in this Agreement, the words "herein," "hereto," and "hereby" and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement. For purposes of this Agreement, a "Person" shall mean means any individual, partnership, joint venture, corporation, trust, unincorporated organization, limited liability company, group, governmental authority, and any other person or entity.

14. Counterparts; Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

15. Governing Law. This Agreement 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 provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

16. Amendment; Waiver. This Agreement may not be amended or modified, except by a written instrument executed by Seller, Buyer and the Escrow Agent. No provision of this Agreement may be waived except in a writing signed by the Party against whom such enforcement is sought. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any right, remedy, power, or privilege with respect to any other occurrence.

17. Termination. This Agreement shall remain in effect unless and until the Escrow Funds is distributed in full in accordance with the terms of this Agreement. Termination of this Agreement shall not impair the obligations of Seller and Buyer set forth in Sections 6(a), 6(h) and 7, which such obligations shall survive the termination of this Agreement.

18. Merger or Consolidation. Any banking association or corporation into which the Escrow Agent (or substantially all of its escrow business) may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the escrow business of the Escrow Agent shall be sold or otherwise transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

19. Entire Agreement. As between the Parties, this Agreement and the Purchase Agreement and agreements and documents referred to herein (including, in each case, any schedule, exhibit or annex attached hereto or thereto) contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way; provided, that in regard to the Escrow Agent only, this Agreement (including any schedule or exhibit attached hereto) contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. Notwithstanding anything to the contrary contained herein, it is the intent of the Parties that the Purchase Agreement shall not merge with this Agreement, but this Agreement shall survive pursuant to the terms of the Purchase Agreement. After the execution of this Agreement, the Purchase Agreement, including without limitation the indemnities, representations, and warranties therein contained, shall be and

remain in full force and effect in accordance with the terms of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, (i) as between the Buyer, the Company and the Seller, the terms and provisions of the Purchase Agreement (including any schedule, exhibit or annex attached thereto) will control and (ii) to the extent governing the actions of the Escrow Agent, the terms and conditions of this Agreement (including any schedule or exhibit attached hereto) shall control.

20. No Third-Party Beneficiaries. Except as set forth in Section 6 above, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

21. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

22. Jurisdiction. Each of the Parties hereto (a) irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with this Section 22 or in such other manner as may be permitted by applicable law, that such process may be served in the manner of giving notices in Section 9 and that nothing in this Section 22 shall affect the right of any Party to serve legal process in any other manner permitted by applicable law; (b) irrevocably and unconditionally consents and submits itself and its properties and assets in any action or proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) in the event any dispute or controversy arises out of this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof; (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (d) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chancery Court and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware); (e) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not

to plead or claim the same; and (f) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each Party agrees that a final judgment in any action or proceeding in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

23. Force Majeure. Notwithstanding any other provision of this Agreement, no party shall be liable to any other party for losses due to, or if it is unable to perform any obligation hereunder because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures or other causes reasonably beyond its control; it being understood that Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

24. Identification. Buyer and Seller acknowledge that the Escrow Agent, pursuant to the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act"), must implement reasonable procedures to verify the identity of any Person that opens a new account with it. Accordingly, Buyer and Seller acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agent's identity verification procedures require the Escrow Agent to obtain information which may be used to confirm Buyer's and Seller's identity including without limitation name, address and organizational documents ("Identifying Information"). Buyer and Seller agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required (in the Escrow Agent's reasonable judgment) by the USA PATRIOT ACT as a condition of opening an account with or using any service provided by the Escrow Agent.

25. Use of Citi Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name as, or the rights, powers, or duties of the Escrow Agent under this Purchase Price Adjustment Escrow Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent, which consent shall not be unreasonably withheld.

* * * *

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

BUYER

RADIATE HOLDCO, LLC

By:_____
Name:
Title:

SELLER

YANKEE CABLE PARTNERS, LLC

By:_____
Name:
Title:

ESCROW AGENT

CITIBANK, N.A.

By:_____
Name:
Title:

[Schedule 1

ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Escrow Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: WAIVED

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the escrow account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Escrow Agreement. Fee is based on Escrow Amount being deposited in a non-interest bearing transaction deposit account, FDIC insured to the applicable limits.

Fee: WAIVED

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: WAIVED

Transaction Fees

To oversee all required disbursements or release of property from the escrow account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement:

Fee: WAIVED

Other Fees

Material amendments to the Escrow Agreement: additional fee(s), if any, to be discussed at time of amendment]

Schedule 2
Seller's Wire Instructions

Bank:
ABA:
A/C Name:
A/C #:

Schedule 3

Telephone Numbers and Authorized Signatures for Person(s) Designated to Execute Purchase Price Adjustment Escrow Agreement, Give Joint Instructions and Confirm Funds Transfer Instructions

For Buyer:

	Name	Business/Cellphone Telephone Numbers	Signature
1.			
2.			
3.			

For Seller:

	Name	Business/Cellphone Telephone Numbers	Signature
1.			
2.			
3.			

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of each Party.

EXHIBIT A
JOINT INSTRUCTION

TO:
Citibank, N.A.,
c/o Citi Private Bank
as Escrow Agent
153 E. 53rd Street, 21st Floor
New York, NY 10022
Attn: Ms. Kerry McDonough, Director

This certificate is issued as of the [•] day of [•], [•], pursuant to that certain Escrow Agreement dated as of [•], 2016 (the "Escrow Agreement") by and among [•] ("Buyer"), Yankee Cable Partners, LLC, a Delaware limited liability company ("Seller") and Citibank, N.A., as Escrow Agent ("Escrow Agent"). Capitalized terms herein shall have the meaning ascribed to them in the Escrow Agreement.

The parties to this certificate jointly instruct the Escrow Agent to pay to [Buyer // Seller] an amount equal to $[•] out of the Escrow Amount, by wire transfer to:

[Insert wire instructions]

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

BUYER:

[_____]

By: _____
Name: _____
Title: _____

SELLER:

YANKEE CABLE PARTNERS, LLC
By: _____
Name: _____
Title: _____

Exhibit C
Financial Statements

See attached.

Yankee Cable Parent, LLC

Consolidated Financial Statements
Years Ended December 31, 2015, 2014 and 2013

BDO

Yankee Cable Parent, LLC

Consolidated Financial Statements
Years Ended December 31, 2015, 2014 and 2013

Yankee Cable Parent, LLC

Contents

BDO

Tel: 732-750-0900
Fax: 732-750-1222
www.bdo.com

90 Woodbridge Center Dr., 4th Floor
Woodbridge, NJ 07095

Independent Auditor's Report

Board of Directors
Yankee Cable Parent, LLC
Princeton, NJ

We have audited the accompanying consolidated financial statements of Yankee Cable Parent, LLC and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of operations, statements of members' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2015, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

BDO

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Yankee Cable Parent, LLC and its subsidiaries as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the three years in the period ended December 31, 2015 in accordance with accounting principles generally accepted in the United States of America.

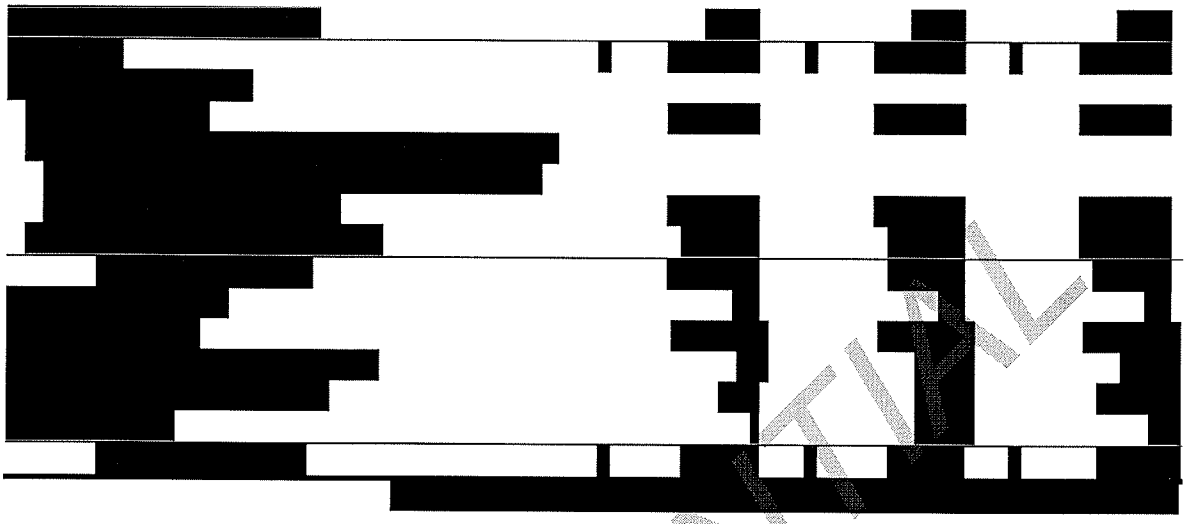
BDO USA, LLP

March 17, 2016

Consolidated Financial Statements

Yankee Cable Parent, LLC

Consolidated Statements of Operations
(Dollars in thousands)



Yankee Cable Parent, LLC

Consolidated Balance Sheets
(Dollars in thousands)

December 31,	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$ 33,124	$ 24,551
Accounts receivable, net of allowance for doubtful accounts of $1,880 and $1,942, respectively	53,829	53,506
Prepayments and other current assets	9,521	9,047
Total current assets	96,474	87,104
Property, plant and equipment, net of accumulated depreciation of $462,843 and $389,704, respectively	345,664	325,533
Goodwill	124,081	124,081
Intangible assets, net of accumulated amortization of $99,991 and $88,704, respectively	213,061	224,320
Long-term restricted investments	730	800
Deferred charges and other assets	30,820	38,480
Total assets	$ 810,830	$ 800,318
Liabilities and Members' Equity (Deficit)		
Current:		
Accounts payable	$ 16,829	$ 14,434
Advance billings and customer deposits	33,503	32,244
Accrued expenses and other	57,492	56,047
Accrued employee compensation and related expenses	13,736	17,244
Current portion of long-term debt	7,644	7,798
Total current liabilities	129,204	127,767
Long-term debt	730,753	758,321
Bond payable	306,702	306,995
Other long-term liabilities	5,653	11,421
Total liabilities	1,172,312	1,204,504
Commitments and contingencies		
Members' equity (deficit):		
Members' contribution	(372,244)	(373,031)
Accumulated surplus/(accumulated deficit)	10,762	(31,155)
Total members' equity (deficit)	(361,482)	(404,186)
Total liabilities and members' equity (deficit)	$ 810,830	$ 800,318

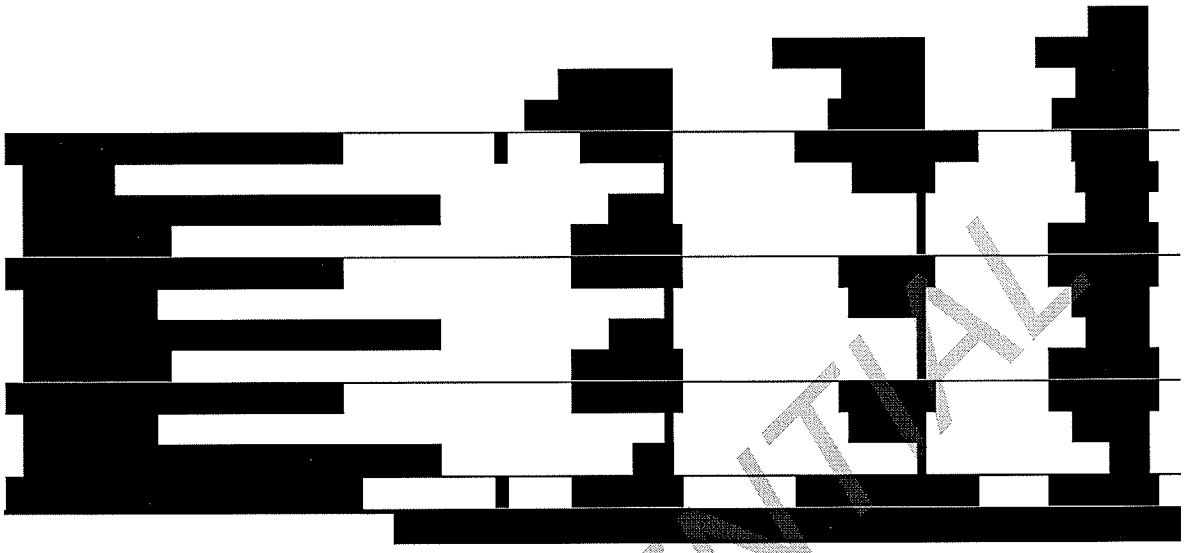
See accompanying notes to the consolidated financial statements.

Yankee Cable Parent, LLC

Consolidated Statements of Cash Flows
(Dollars in thousands)

Yankee Cable Parent, LLC

Consolidated Statements of Members' Equity (Deficit)
(Dollars in thousands)



1. Organization And Description Of Business

Yankee Cable Partners, LLC ("Cable Partners") was formed in Delaware on March 3, 2010 and is majority owned by ABRY Partners VI, L.P. ("ABRY"), a Delaware limited partnership. ABRY holds a controlling interest in Cable Partners which is the parent of Yankee Cable Parent, LLC ("Cable Parent") or (the "Company"), which is the indirect parent of RCN Telecom Services, LLC ("RCN Telecom").

On March 5, 2010, RCN Corporation ("RCN") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Yankee Cable Acquisition, LLC.

Upon consummation of the transactions contemplated by the Merger Agreement on August 26, 2010 (the "Closing Date") ("Inception"), RCN was separated into its two business segments formerly known as Residential/Small Business ("Cable") and Metro Optical Networks ("Sidera"). The separation of the two business segments was accomplished through a series of steps set forth in the Merger Agreement, including the formation of several new legal entities, transfers of certain assets and obligations to and from affiliated entities and the merging of certain entities with and into other affiliated entities. The Cable segment now operates under the legal entity RCN Telecom which is a wholly owned subsidiary of Yankee Cable Acquisition, LLC, which is a wholly owned subsidiary of Cable Parent.

The acquisition of RCN Telecom by ABRY was accounted for under the acquisition method of accounting with Yankee Cable Acquisition, LLC, a wholly owned subsidiary of Cable Parent, as the acquirer in accordance with FASB ASC Topic 805-Business Combinations ("ASC Topic 805'). The valuation of the fair value of the property, plant and equipment and intangible assets acquired was done using an independent appraiser.

The Company is a competitive broadband services provider, delivering all-digital and high-definition video, high-speed internet and voice services to Residential and Small and Medium Business ("SMB") customers under the brand names of RCN and RCN Business Services, respectively. The Company constructs and operates its own networks, and its primary service areas include: Washington, D.C., Philadelphia, Lehigh Valley (PA), New York City, Boston and Chicago.

2. Basis Of Presentation And Summary Of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include the accounts of the Company. All intercompany transactions and balances among consolidated entities have been eliminated.

Reclassifications

Certain balances in the 2014 financial statements have been reclassified to conform with the current year presentation.

Use of Estimates and Assumptions

The preparation of consolidated financial statements in conformity with U.S. GAAP requires that management make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Management periodically assesses the accuracy of these estimates and assumptions. Actual results could differ from those estimates. Estimates are used when accounting for various items, including but not limited to allowances for doubtful accounts; derivative financial instruments; asset impairments; certain acquisition-related liabilities; revenue recognition; depreciation and amortization; and legal and other contingencies. Estimates and assumptions are also used when determining the allocation of the purchase price in a business combination to the fair value of assets and liabilities and determining related useful lives.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less at the time of purchase to be cash equivalents.

Concentration and Monitoring of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable, interest rate swap agreements, and undrawn revolving line of credit commitments.

The Company invests its cash and cash equivalents in accordance with the terms and conditions of the Credit Agreement by and among Yankee Cable Acquisition, LLC, the Company, Sun Trust, as Administrative Agent (the "Administrative Agent"), and certain syndicated lenders, executed on the Closing Date (as amended from time to time, the "Credit Agreement"), which seeks to ensure both liquidity and safety of principal (see Note 7). The Company's policy limits investments to instruments issued by the U.S. government and commercial institutions with strong investment grade credit ratings, and places restrictions on the length of maturity. The Company monitors the third-party depository institutions that hold its cash and cash equivalents.

The Company's restricted investments are either held in escrow or in deposit accounts with institutions having strong investment grade credit ratings.

The Company's trade receivables reflect a diverse customer base. Up front credit evaluation and account monitoring procedures are used to minimize the risk of loss. As a result, concentrations of credit risk are limited. The Company believes that its allowance for doubtful accounts is adequate to cover these risks.

The Company has potential exposure to credit losses in the event of nonperformance by the counterparties to its (i) revolving line of credit, (ii) letter of credit commitments collateralized by the Sponsor Facility (as discussed further in Note 12), and (iii) derivative instruments and hedging activities (as discussed further in Note 9). The Company anticipates however, that the counterparties will be able to fully satisfy their obligations under these agreements, given that they are very large, highly rated financial institutions, and in the case of the revolving line of credit, are also key lenders under the Credit Agreement.

Accounts Receivable, net

The Company carries the accounts receivable at cost less an allowance for doubtful accounts. Allowances for doubtful accounts are recorded as a selling, general and administrative expense. The Company evaluates the adequacy of the allowance for doubtful accounts at least quarterly and computes the allowance for doubtful accounts by applying an increasing percentage to accounts in past due categories. This percentage is based on the history of actual write-offs. The Company also performs a subjective review of specific large accounts to determine if an additional reserve is necessary. The formula for calculating the allowance closely parallels RCN's history of actual write-offs net of recoveries. The allowance for doubtful accounts was $1.9 million at both December 31, 2015 and 2014.

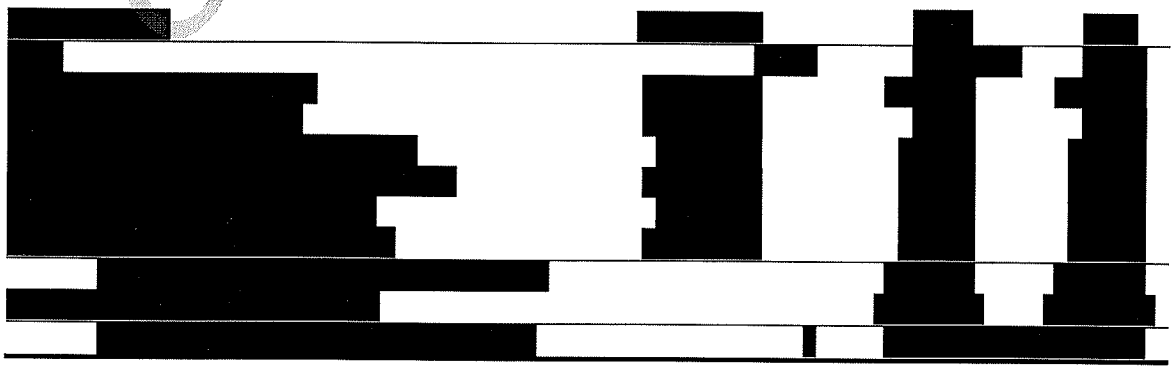
Long-Term Restricted Investments

The Company has cash balances held as collateral related to various insurance policies (mainly general, auto liability, and workers compensation), and surety bonds primarily for franchise and permit obligations. These investments are restricted and unavailable for use by the Company.

Property, Plant and Equipment, net

Additions to property, plant and equipment are stated at their acquisition cost. Costs associated with new customer installations and the additions of network equipment necessary to provide advanced services are capitalized. Costs capitalized as part of initial customer installations include material, labor, and certain indirect costs and are capitalized in accordance with FASB ASC Topic 922- *Entertainment - Cable Television ("ASC Topic 922")*. Indirect costs pertain to the Company's personnel that assist in connecting the new service and primarily consist of wages, employee benefits, payroll taxes, and an allocation for overhead and direct variable costs associated with the capitalizable activities such as installation and construction labor costs and third party installation costs. The costs of disconnecting or downgrading service at a customer's dwelling are charged to expense in the period incurred. Costs for repairs and maintenance are charged to expense as incurred, while plant and equipment replacement and betterments, including replacement of cable drops from the pole to the dwelling, are capitalized.

Depreciation is recorded using the straight-line method over the estimated useful lives of the various classes of depreciable property. Leasehold improvements are amortized over the lesser of the life of the lease or the asset's estimated useful life. The significant components of property, plant and equipment as well as average estimated lives are as follows:



Depreciation expense was $73.4 million, $83.3 million and $99.5 million for the years ended December 31, 2015, 2014 and 2013, respectively.

The Company accounts for its long-lived assets in accordance with FASB ASC Topic 360- *Property, Plant and Equipment* which requires that long-lived assets be evaluated whenever events or changes in circumstances indicate that the carrying amount may not be recoverable or the useful life has changed. Such indicators include significant technological changes, adverse changes in relationships with local franchise authorities, adverse changes in market conditions and/or poor operating results. The carrying value of a long-lived asset group is considered impaired when the projected undiscounted future cash flows is less than its carrying value, and the amount of impairment loss recognized is the difference between the estimated fair value and the carrying value of the asset or asset group. Fair market value is determined primarily using the projected future cash flows discounted at a rate commensurate with the risk involved. Significant judgments in this area involve determining whether a triggering event has occurred, determining the future cash flows for the assets involved and selecting the appropriate discount rate to be applied in determining estimated fair value. During the years ended December 31, 2015, 2014 and 2013, there were no long-lived asset impairment charges.

Goodwill and Other Intangible Assets

Goodwill

Goodwill represents the excess of the acquisition cost of an acquired entity over the fair value of the identifiable net assets acquired. In accordance with the provisions of FASB ASC Topic 350 *Intangibles - Goodwill and Other ("ASC Topic 350")*, goodwill is not amortized but is tested for impairment on an annual basis or between annual tests if events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. In accordance with ASC Topic 350, the Company has identified its reporting units as the primary geographic markets it operates in for purposes of goodwill impairment testing. Goodwill as of December 31, 2015 and 2014 totaled $124.1 million, as a result of the acquisition by ABRY of the Company. The Company performs its annual impairment test for goodwill in October and utilizes a qualitative assessment approach to determine whether it is more likely than not that the fair value of the reporting unit is less than the carrying amount. As a result of the Company's impairment evaluation at December 31, 2015, there was no impairment loss.

Indefinite-Lived Intangibles

In accordance with the provisions of FASB ASC Topic 350, indefinite-lived intangible assets are tested for impairment on an annual basis or between annual tests if events occur or circumstances change that would indicate that the assets might be impaired. The Company's indefinite-lived intangible assets consist of the RCN tradename and certain franchise rights. The Company conducted annual impairment tests of its indefinite-lived assets in the fourth quarter of 2015, 2014 and 2013 at the units of accounting level. The units of accounting were determined under the provisions of FASB ASC Topic 350 to be the Company's franchise rights in the Chicago and Pennsylvania markets and the RCN tradename. The Company reviewed the indefinite-lived assets for impairment in 2015, 2014 and 2013 and determined that no impairment existed.

Other Intangibles

The costs of other intangible assets, including customer relationships and software, are amortized over their estimated useful lives. Customer relationships are amortized on an accelerated method

over a useful life of 3 to 9 years based on the period over which current customers are expected to generate cash flows. Internally developed software is amortized on a straight-line basis. Amortizable intangible assets are tested for impairment in accordance with FASB ASC Topic 360. See Note 4 for the ranges of useful lives of the amortizable intangible assets.

Asset Retirement Obligations

FASB ASC Topic 410- *Asset Retirement and Environmental ("ASC Topic 410")* addresses financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. FASB ASC Topic 410 requires recognition of a liability for an asset retirement obligation in the period in which it is incurred at its estimated fair value. Certain of the Company's franchise and lease agreements contain provisions that require the Company to restore facilities or remove property in the event that the franchise or lease agreement is not renewed. The Company expects to continually renew its franchise agreements and therefore, cannot estimate any liabilities associated with such agreements. A remote possibility exists that franchise agreements could terminate unexpectedly, which could result in the Company incurring significant expense in complying with the restoration or removal provisions. There are no significant asset retirement-related liabilities recorded in the Company's consolidated financial statements.

Revenue Recognition

Revenues are principally derived from fees associated with the Company's video, telephone, and high-speed data services and are recognized as earned when the services are rendered, evidence of an arrangement exists, the fee is fixed or determinable and collection is probable. Payments received in advance are deferred and recognized as revenue when the service is provided. Installation fees charged to the Company's residential and small business customers are less than related direct selling costs and therefore, are recognized in the period the service is provided. Installation fees charged to larger small business customers are generally recognized over the contract life which is not materially different than the service life. Reciprocal compensation revenue, the fees that local exchange carriers pay to terminate calls on each other's networks, is based upon calls terminated on the Company's network at contractual rates. Under the terms of applicable franchise agreements, the Company is generally required to pay an amount based on gross video revenues to the local franchising authority. These fees are normally passed through to the Company's cable subscribers and accordingly, the fees are classified as revenue with the corresponding cost included in direct expenses. Certain other taxes imposed on revenue producing transactions, such as Universal Service Fund fees are also presented as revenue and expense. For the years ended December 31, 2015, 2014, and 2013, revenues included approximately $18.9 million, $18.9 million, and $18.3 million of franchise fees, respectively.

When the Company enters into sales contracts for the sale of multiple products or services, then the Company evaluates whether it has fair value evidence for each deliverable in the transaction. If the Company has fair value evidence for each deliverable of the transaction, then it accounts for each deliverable in the transaction separately, based on the relevant revenue recognition accounting policies. For example, the Company sells video, high-speed data and voice services to subscribers in a bundled package at a rate lower than if the subscriber purchases each product on an individual basis. Subscription revenues received from such subscribers are allocated to each product in a pro-rata manner based on the relative fair value of each of the respective services.

Direct Expenses

Direct expenses consist primarily of video programming costs, leased telecommunications services, voice termination costs, franchise and regulatory fees, pole rental and right-of-way fees, co-location costs, building access costs and revenue share payments.

Programming costs consist of the fees paid to suppliers of video content, which is generally obtained through multiyear agreements and contains rates that are typically based on the number of authorized subscribers that receive the programming content. At times, as these contracts expire, programming content continues to be provided based on interim arrangements while the parties negotiate new contractual terms, sometimes with effective dates that affect prior periods. While actual payments are generally made under the prior contract terms during the negotiation period, the amount of programming expenses recorded during the negotiation period is based on management's estimates of the expected contractual terms to be ultimately negotiated. Programming costs are paid each month based on calculations performed by the Company and are subject to periodic audits performed by the programmers. Certain programming contracts contain launch incentives paid by the programmers. The Company records the launch incentives on a straight-line basis over the life of the programming agreement as a reduction of programming expense. The deferred amount of launch incentives is included in other long-term liabilities.

The Company accrues for the expected costs of leased telecommunications and voice termination services provided by third party telecommunications providers in the period the services are rendered. Invoices received from the third party telecommunications providers are often disputed due to billing discrepancies. The Company accrues for all disputed invoiced amounts that are considered probable and estimable as contingent liabilities. Disputes that are resolved in the Company's favor are recorded as a reduction in direct expenses in the period the dispute is settled. Any benefits associated with the favorable resolution of such disputes are often realized in periods subsequent to the accrual of the disputed invoice. All other direct costs are expensed as incurred.

[redacted]

period during which consultants and employees are required to provide service in exchange for the award - also known as the requisite service period (usually the vesting period). No compensation cost is recognized for equity instruments for which employees do not render the requisite service.

Debt Issuance Costs

Debt financing costs are capitalized and amortized to interest expense over the term of the underlying obligations using the straight-line method which approximates the effective interest method.

Income Taxes

The Company and all of its subsidiaries are organized as limited liability companies and are taxed under the partnership provisions of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements, as their profits and losses are ultimately reported on the tax returns of the Company's members. The District of Columbia ("DC") and New York City does impose income taxes on unincorporated businesses, and therefore, the Company is subject to these taxes. Accordingly, when the Company has claimed tax benefits that may be challenged by a tax authority, these uncertain tax positions are accounted for under FASB ASC Topic 740. Under this accounting guidance, tax benefits are recognized only for tax positions that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon settlement. A liability for unrecognized tax benefits is recorded for any tax benefits claimed in the Company's tax returns that do not meet these recognition and measurement standards. At December 31, 2015, the Company has not recorded any liability for unrecognized tax benefits.

[redacted]

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, that introduces a new five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This ASU also requires disclosures sufficient to enable users to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative disclosures about contracts with customers, significant

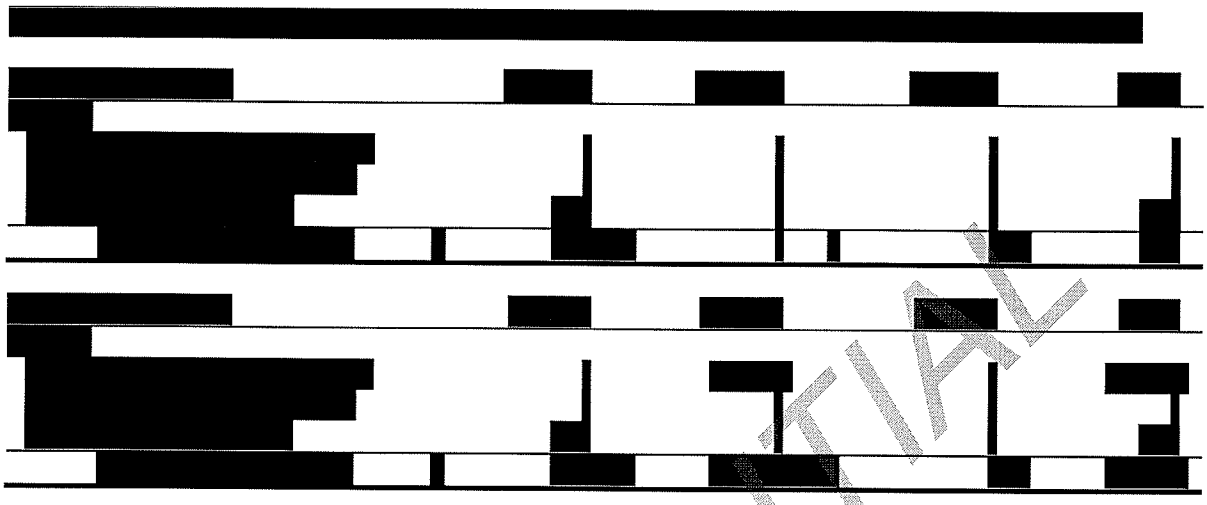
judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. This standard is effective for fiscal years beginning after December 15, 2018. The Company is currently evaluating the new guidance to determine the impact, if any, it will have on its consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03 which requires that debt issuance costs related to a recognized debt liability be presented on the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts, rather than be presented as an asset. In August 2015 the FASB issued ASU 2015-15, which amends the previously issued standard, to allow debt issuance costs related to a line-of-credit arrangement to continue to be reported as an asset. This standard is effective for fiscal years beginning after December 15, 2015, including interim periods within that reporting period, and must be applied on a retrospective basis. The Company is currently evaluating the new guidance to determine the impact it will have on its financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases. The new standard establishes a right-of use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The guidance is effective for reporting periods, interim and annual, beginning after December 15, 2019. The Company is currently evaluating the new guidance to determine the impact, if any, it will have on its financial statements.

3. Fair Value Of Assets And Liabilities

In accordance with the authoritative guidance for fair value measurements and the fair value election for assets and liabilities, a fair value measurement is determined based on the assumptions that a market participant would use in pricing an asset or liability. A three-tiered hierarchy was established that draws a distinction between market participant assumptions based on (i) observable inputs such as quoted prices in active markets (Level 1), (ii) inputs other than quoted prices in active markets that are observable either directly or indirectly (Level 2) and (iii) unobservable inputs that require the Company to use present value and other valuation techniques in the determination of fair value (Level 3). Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measure. The Company's assessment of the significance of a particular input to the fair value measurements requires judgment, and may affect the valuation of the assets and liabilities being measured and their placement within the fair value hierarchy.



For the interest rate swap and cap agreements, fair value is calculated using standard industry models based on significant observable market inputs such as swap rates, interest rates, and implied volatilities obtained from the counterparties to the swap and cap agreements. The Company performs an independent evaluation to validate the reasonableness of the fair value obtained.

The carrying value of the term loan borrowings under the Credit Agreement approximate fair value due to the variable interest rates associated with these financial instruments.

The carrying values of accounts receivable and accounts payable are reasonable estimates of their fair values due to their short maturity.

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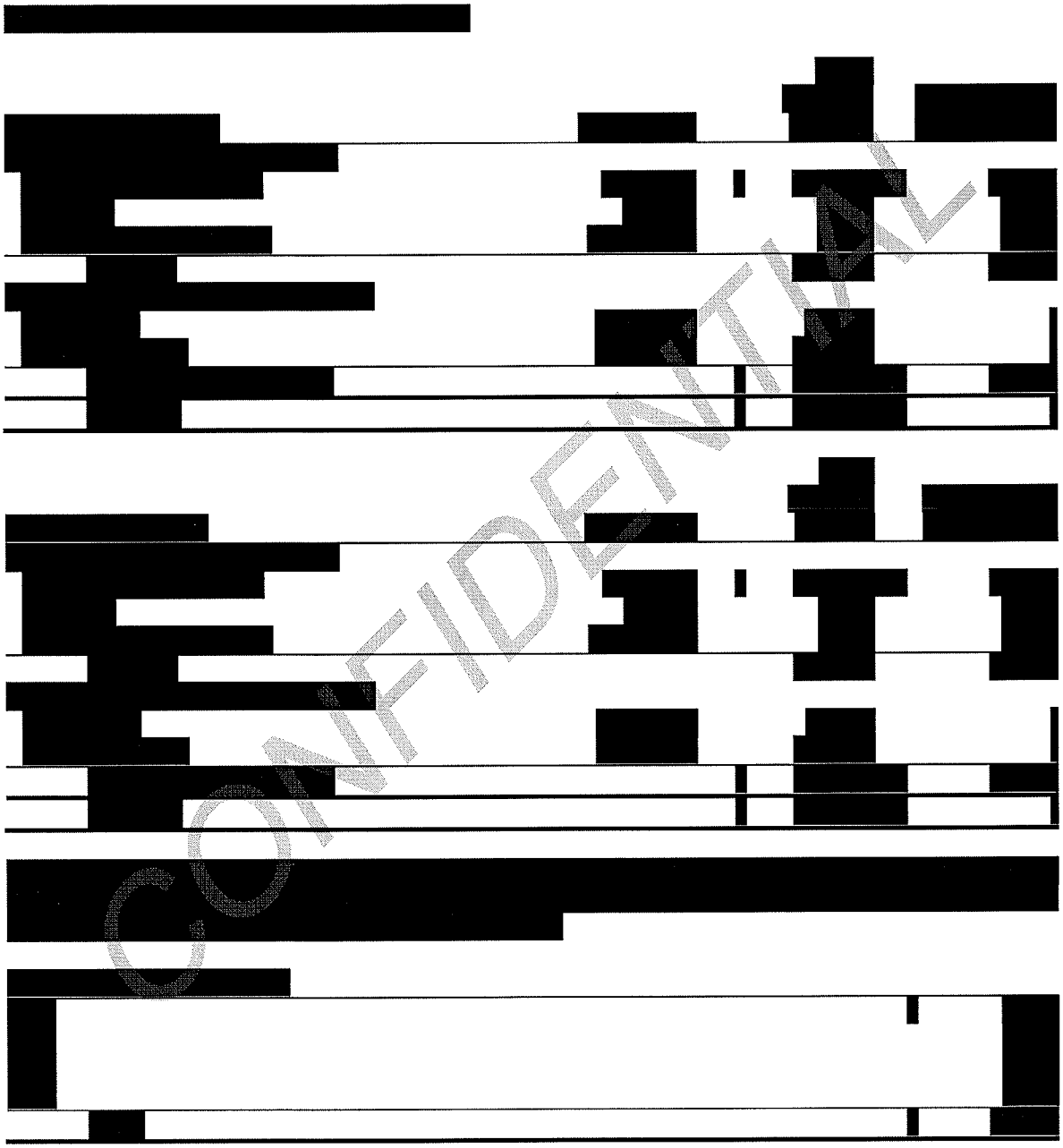
4. Intangible Assets




CONFIDENTIAL


CONFIDENTIAL

[redacted]

[redacted]

12. Related Party Transactions

[redacted]

[redacted]

Litigation

The Company is party to various legal proceedings that arise in the normal course of business. In the opinion of management, none of these proceedings, individually or in the aggregate, are likely to have a material adverse effect on the consolidated financial position or consolidated results of operations or cash flows of the Company. However, management cannot provide assurance that any adverse outcome would not be material to the Company's consolidated financial position or consolidated results of operations or cash flows.

15. Subsequent Events

The Company has evaluated subsequent events through March 17, 2016, the date the financial statements were issued, and have determined that no material events have occurred requiring disclosure or adjustment to the financial statements.

RCN Telecom Services, LLC
RCN Capital Corp.
8.50% Senior Notes due 2020

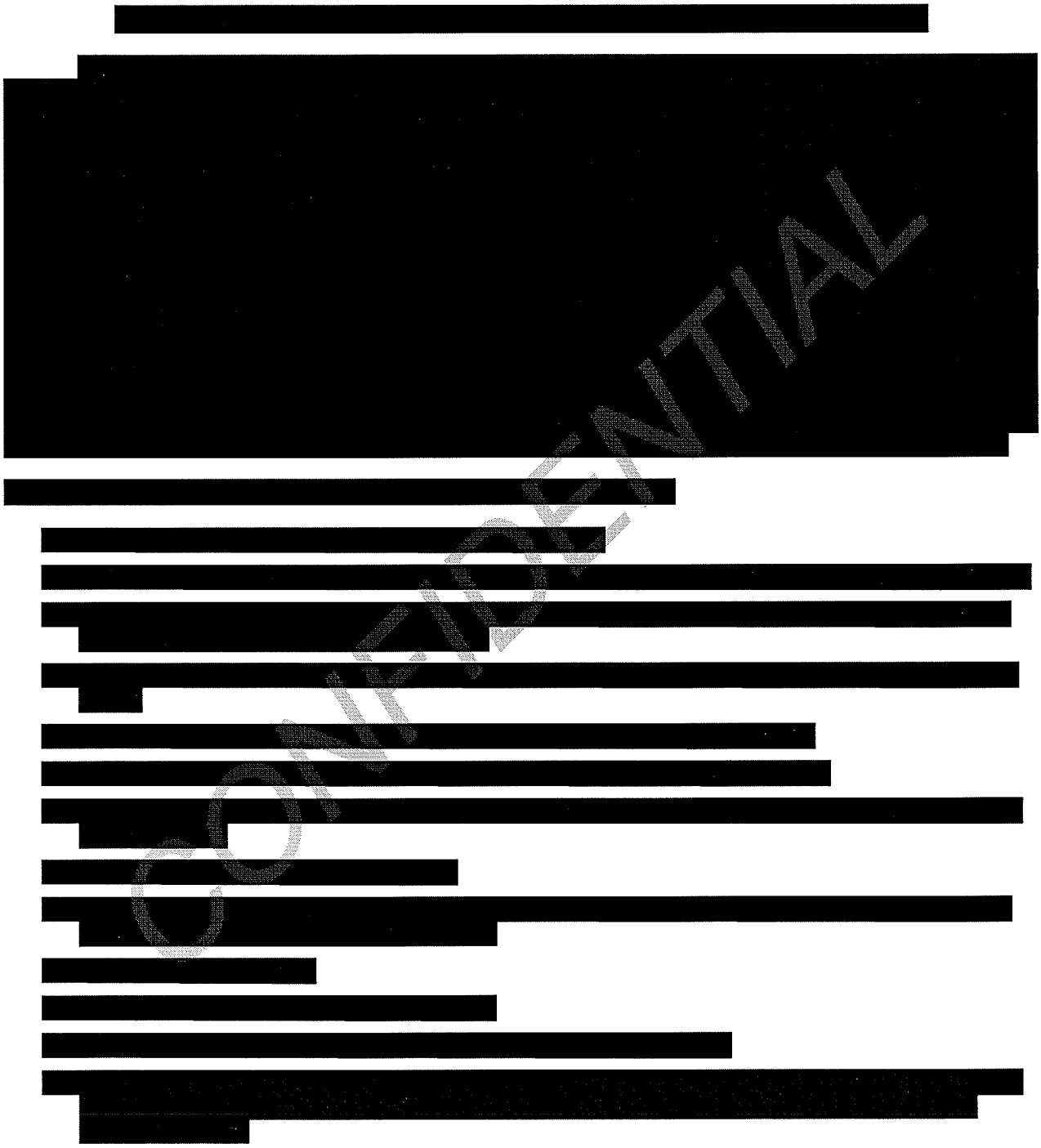
QUARTERLY REPORT
FOR THE QUARTER ENDED JUNE 30, 2016

RCN Telecom Services, LLC
650 College Road East
Princeton, NJ 08540
(609) 452-8197

We are furnishing this report on a confidential basis pursuant to Section 4.03(a) of that certain Indenture, dated as of August 8, 2013, as amended, among RCN Telecom Services, LLC, RCN Capital Corp. (together with RCN Telecom Services, LLC, the "Issuers"), the Guarantors party thereto and Wilmington Trust, National Association, as trustee, relating to the Issuers' 8.50% Senior Notes due 2020 (the "Notes").

The date of this report is August , 2016

Unless the context requires otherwise, references in this report to "we," "us," "our" or other similar terms refer to RCN Telecom Services, LLC, a Delaware limited liability corporation, together with its subsidiaries, and the "Issuers" collectively refer to RCN Telecom Services, LLC and its wholly owned subsidiary, RCN Capital Corp., a Delaware corporation (the "Co-Issuer"). References to "our management" refer to the management and employees of Patriot Media Consulting, LLC ("Patriot") providing management services to our company.



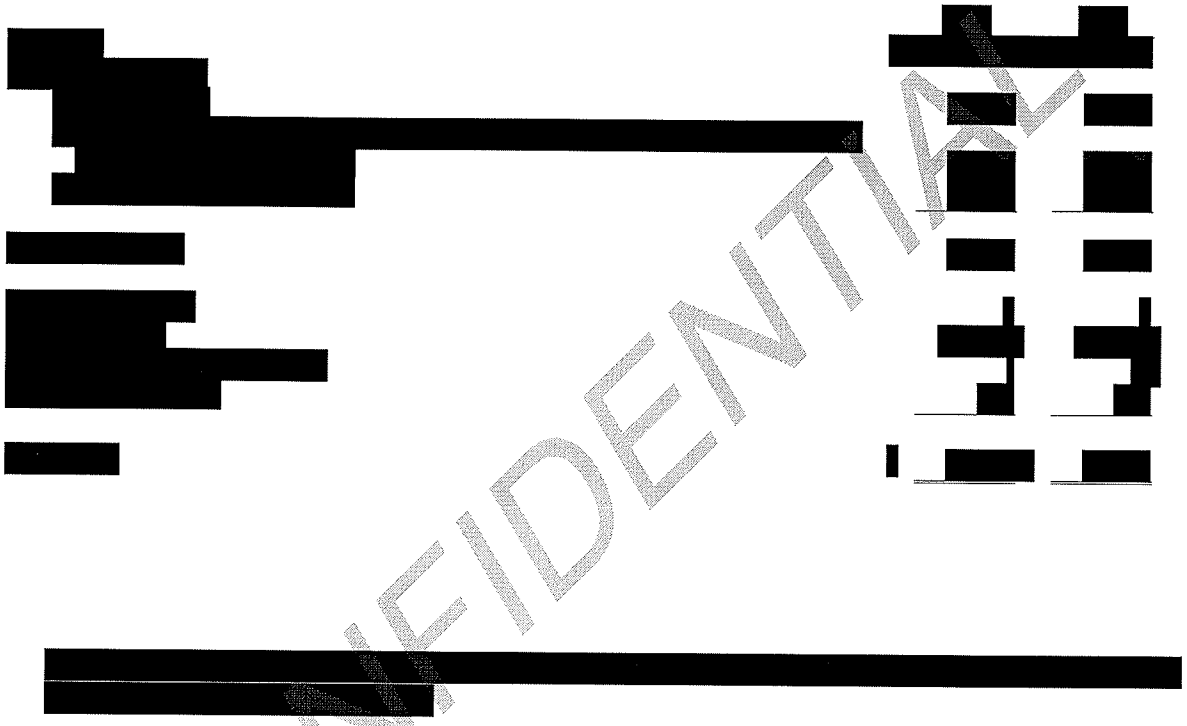
[redacted]

RCN Telecom Services, LLC
RCN Capital Corp.

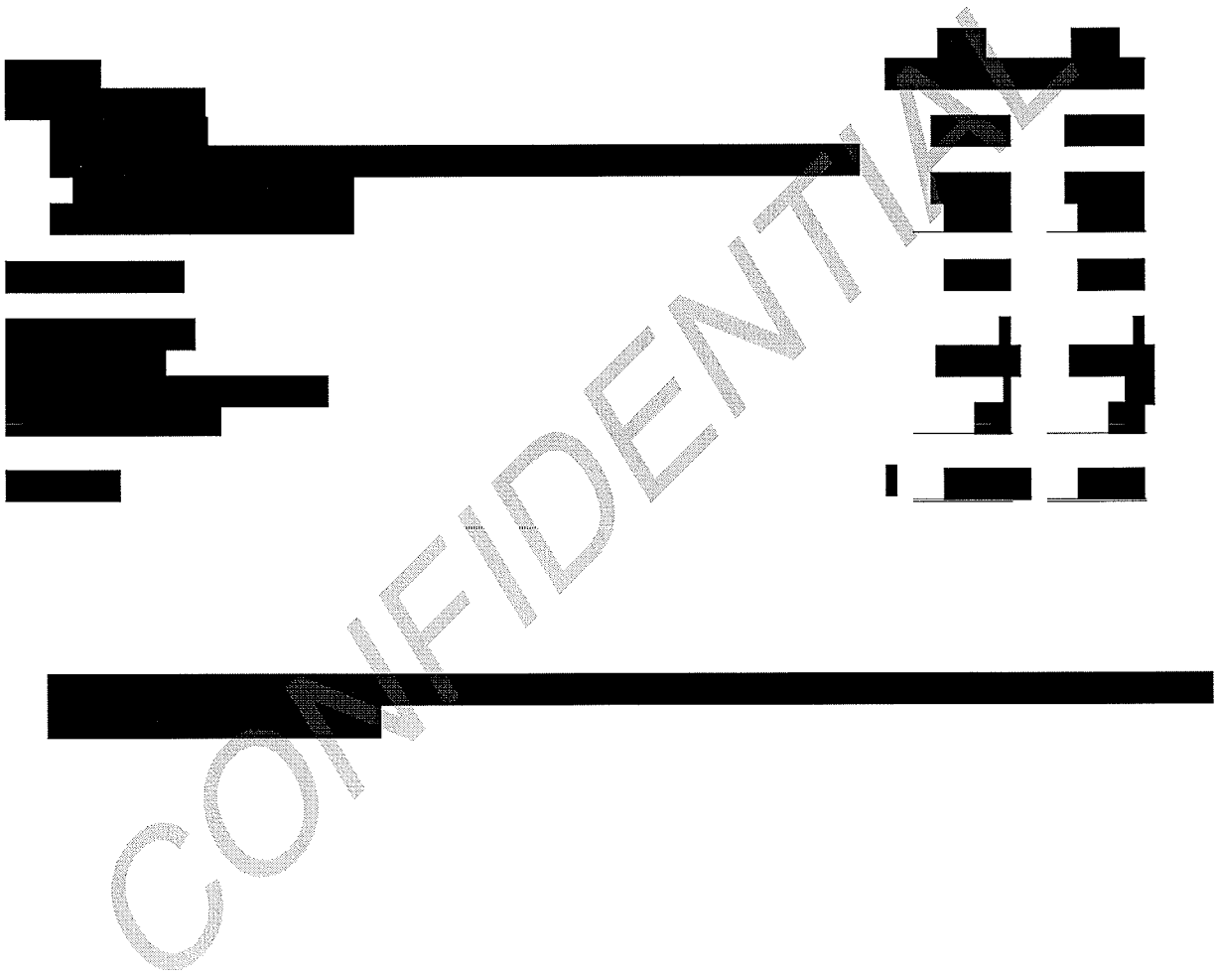
Quarterly Report

Table of Contents

YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED STATEMENTS OF INCOME
FOR THE THREE MONTHS ENDED JUNE 30
(Dollars in thousands)



YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED STATEMENTS OF INCOME
FOR THE SIX MONTHS ENDED JUNE 30
(Dollars in thousands)



YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

ASSETS	June 30, 2016	December 31, 2015 (Audited)
Current Assets:		
Cash and cash equivalents	$ 34,912	$ 33,124
Accounts receivable, net of allowance for doubtful accounts of $1,391 and $1,880, respectively	53,318	53,829
Prepayments and other current assets	8,224	9,521
Total current assets	96,454	96,474
Property, plant and equipment, net of accumulated depreciation of $494,936 and $462,843, respectively	378,539	345,664
Goodwill	124,081	124,081
Intangible assets, net of accumulated amortization of $104,100 and $99,991	208,960	213,061
Long-term restricted investments	745	730
Deferred charges and other assets	28,376	30,820
Total assets	$ 837,155	$ 810,830
LIABILITIES AND MEMBERS' DEFICIT		
Current Liabilities:		
Accounts payable	$ 18,794	$ 16,829
Advanced billings and customer deposits	34,377	33,503
Accrued expenses and other	59,805	57,492
Accrued employee compensation and related expenses	12,908	13,736
Current maturities of long-term debt	7,541	7,644
Total current liabilities	133,425	129,204
Long-term debt, net of current maturities	722,060	730,753
Bond payable	306,547	306,702
Other long-term liabilities	5,629	5,653
Total liabilities	1,167,661	1,172,312
Members' deficit:		
Members' contribution	(372,115)	(372,244)
Accumulated surplus	41,609	10,762
Total members' deficit	(330,506)	(361,482)
Total liabilities and members' deficit	$ 837,155	$ 810,830

YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE THREE MONTHS ENDED JUNE 30
(Dollars in thousands)

YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30
(Dollars in thousands)

YANKEE CABLE PARENT, LLC
UNAUDITED CONSOLIDATED STATEMENT OF MEMBERS' DEFICIT
(Dollars in thousands)

SCHEDULE I
2016 Capital Expenditure Plan

See attached.

2016 RCN Capital Budget - Revised

	RCN Consolidated	Boston	Chicago	DC Metro	New York	Lehigh Valley	Philadelphia	Corporate
Current 2016 Capex Budget	$ 124,908	$ 16,089	$ 30,169	$ 12,343	$ 20,526	$ 27,052	$ 3,420	$ 15,309
Board Approved:								
[redacted] Boston	$ 3,400	$ 3,400						
[redacted] Philadelphia	$ 1,400						$ 1,400	
Lehigh Valley [redacted]	$ 2,600					$ 2,600		
Lehigh Valley [redacted]	$ 300					$ 300		
Total Board Approved	$ 7,700	$ 3,400	$ -	$ -	$ -	$ 2,900	$ 1,400	$ -
Revised 2016 Capex Budget Budget	$ 132,608	$ 19,489	$ 30,169	$ 12,343	$ 20,526	$ 29,952	$ 4,820	$ 15,309

SCHEDULES TO

MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

YANKEE CABLE PARTNERS, LLC,

YANKEE CABLE PARENT, LLC

AND

RADIATE HOLDCO, LLC

DATED AS OF AUGUST 12, 2016

These Schedules are made and given pursuant to that certain Membership Interest Purchase Agreement (the "Agreement"), dated as of August 12, 2016, by and among Yankee Cable Partners, LLC, a Delaware limited liability company, (the "Seller"), Yankee Cable Parent, LLC, a Delaware limited liability company (the "Company"), and Radiate HoldCo, LLC, a Delaware limited liability company (the "Purchaser"). Certain defined terms used in these Schedules and not otherwise defined have the meanings specified in Section 1.1 of the Agreement. Section references are to sections of the Agreement.

These Schedules are qualified in their entirety by reference to the Agreement and are hereby made a part of the Agreement as if set out in full in the Agreement. Any item disclosed in any Schedule referenced in a particular section of Article 3 or Article 4 of the Agreement shall be deemed to have been disclosed with respect to every other section of Article 3 or Article 4 of the Agreement if the relevance of such disclosure to such other section is reasonably apparent on its face. The specification of any dollar amount in the representations or warranties contained in the Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Schedule is or is not material for purposes of the Agreement.

The information provided in these Schedules is being provided solely for the purposes of making disclosures to the Purchaser under the Agreement. In disclosing this information, the Company and the Seller do not waive any respective attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any matters disclosed or discussed herein. Inclusion of any item in these Schedules shall not constitute, or be deemed to be, an admission to any third party that is not a party to the Agreement concerning such item.

These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations and warranties relating to the Company and Purchaser contained in the Agreement, except as otherwise set forth in such representation and warranty or schedule, and shall not be deemed to expand in any way the scope or effect of any such representations, warranties or covenants.

CONTENTS

Schedule 1.1 - Permitted Liens[1]

FILE NUMBER	FILE DATE	SECURED PARTY	DEBTOR
20121096850	03/22/2012	Cummings Properties, LLC	RCN Telecom Services of Massachusetts, LLC (formerly known as RCN BecoCom, LLC)
200760416620 201296428350	12/12/2007 06/11/2012	Cummings Properties, LLC	RCN Telecom Services of Massachusetts, LLC (formerly known as RCN-BecoCom, Inc.)
044060005256*	01/18/2011	Department of Revenue	RCN Telecom Services of Massachusetts, LLC (formerly known as RCN BecoCom, Inc.)
61631 /573*	04/18/2013	The Commonwealth of Massachusetts	RCN Telecom Services of Massachusetts, LLC (formerly known as RCN BecoCom, Inc.)
0510311214*	04/13/2005	Illinois Department of Employment Security	RCN Telecom Services of Illinois, LLC
0510311214*	05/04/2005	Illinois Department of Revenue	RCN Telecom Services of Illinois, LLC

[1] * The underlying obligation has been paid and the Company is in the process of releasing these liens.

Schedule 3.2(b) - Capitalization of the Group Companies

1.

NAME	JURISDICTION OF FORMATION	OWNERSHIP
Yankee Cable Parent, LLC	Delaware	Wholly owned by Yankee Cable Partners, LLC
Yankee Cable Acquisition, LLC	Delaware	Wholly owned by Yankee Cable Parent, LLC
RCN Telecom Services, LLC	Delaware	Wholly owned by Yankee Cable Acquisition, LLC
RCN Telecom Services of Philadelphia LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Telecom Services of Massachusetts, LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
Starpower Communications, LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN ISP, LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Digital Services, LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN NY LLC 1	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Management Corporation	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Telecom Services (Lehigh) LLC	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Telecom Services of Illinois, LLC	Illinois	Wholly owned by RCN Telecom Services, LLC
RCN Capital Corp.	Delaware	Wholly owned by RCN Telecom Services, LLC
RCN Telecom Services of New York, LP	Delaware	RCN Telecom Services, LLC as its general partner and RCN NY LLC 1 as its

NAME	JURISDICTION OF FORMATION	OWNERSHIP
		limited partner.
21st Century Telecom Services, Inc.	Delaware	Wholly owned by RCN Telecom Services of Illinois, LLC
RCN Cable TV of Chicago, Inc.	Delaware	Wholly owned by RCN Telecom Services of Illinois, LLC

2. None.

3. None.

Schedule 3.4 - Financial Statements

(d)

- [redacted]
- [redacted]
- [redacted]

Schedule 3.5 - Consents and Requisite Governmental Approvals; No Violations

Governmental Requirements

Federal:

- Joint Section 214 domestic and international transfer of control application(s) File Nos. ITC-214-19961004-00490, ITC-214-19970707-00379, ITC-214-19970707-00384, ITC-214-19970717-00411, ITC-214-19970723-00430, ITC-214-19971027-00661, ITC-214-19980731-00532, ITC-214-19981002-00679, and ITC-214-19980116-00024.
- Intl. Bureau transfer of control/registration filings for earth station licenses: License No. E100045.
- Notice filings with respect to receive-only earth station registration ownership change (post-close).
- Cable television relay service station transfer of control filings: License Nos. WLY-676, WLY-679, and KD-55018.
- Notice filings with respect to antenna structure registration ownership change (post-close).

State and Local:

- Telecommunications transfer of control applications in:
  - New York
  - Pennsylvania
  - Virginia
  - Washington, D.C.
- Telecommunications transfer of control notifications in:
  - Illinois
  - Maryland
  - Massachusetts
- New York City telecommunications franchise transfer of control application.
- Illinois state cable franchise authorization application and notice of transfer.
- Local Community Cable (C)/OVS (V) Franchise transfer of control filings.[2] The following lists local franchises held by RCN entities. Transfer of control approval requests are to be filed in markets in italics. Other markets require notices or other communications related to the transaction.

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[2] A filing will need to be made with New York Public Service Commission, should the Company enter into a cable franchise agreement in New York City prior to Closing.

Community / Site					
Chicago Market					
Chicago Area 1	(C)	*Skokie*	(C)	Evanston	(C)
Chicago Area 2	(C)	Lincolnwood	(C)		
New York City Market					
New York City	(V)				
Philadelphia Market					
Clifton Heights	(C)	*Lansdowne Borough*	(C)	Tinicum Township	(C)
Collingdale Borough	(C)	*Milbourne Borough*	(C)	*Upper Darby*	(C)
Colwyn Borough	(C)	Morton Borough	(C)	*Yeadon*	(C)
Darby Borough	(C)	Norwood Borough	(C)		
Darby Township	(C)	Prospect Park	(C)		
East Lansdowne Borough	(C)	Ridley Park Borough	(C)		
Eddystone	(C)	Ridley Township	(C)		
Folcroft Borough	(C)	Rutledge Borough	(C)		
Glenolden	(C)	Sharon Hill	(C)		
Boston Market					
Arlington	(C)	*Lexington*	(C)	*Stoneham*	(C)
Boston	(V)	*Milton*	(C)	Wakefield	(C)
Brookline	(C)	*Natick*	(C)	Waltham	(V)
Burlington	(C)	*Needham*	(C)	Watertown	(V)
Dedham	(C)	*Newton*	(C)	*Woburn*	(C)
Framingham	(C)	*Somerville*	(C)		
Lehigh Valley Market					
Alburtis	(C)	*Hanover (Lehigh Valley)*	(C)	Roseto	(C)
Allen	(C)	Hanover (Northampton Co.)	(C)	*Salisbury*	(C)
Allentown	(C)	*Heidelberg*	(C)	*Slatington*	(C)
Bangor	(C)	Hellertown	(C)	*South Whitehall*	(C)
Bath	(C)	Lehigh	(C)	Stockertown	(C)
Bethlehem City	(C)	*Lower Macungie*		Tatamy	(C)
Bushkill	(C)	*Lower Nazareth*		*Township of Bethlehem*	(C)
Catasauqua	(C)	Lower Saucon	(C)	Township of Bethlehem (Easton)	(C)
Chapman	(C)	Lowhill	(C)	Upper Macungie	(C)
Coopersburg	(C)	*Macungie*	(C)	*Upper Nazareth*	(C)
Coplay	(C)	Moore	(C)	Upper Saucon	(C)
East Allen	(C)	Nazareth	(C)	Walnutport	(C)
East Bangor	(C)	North Catasauqua	(C)	Washington	(C)
Easton	(C)	*North Whitehall*	(C)	West Easton	(C)
Emmaus	(C)	*Northampton*	(C)	Whitehall	(C)
Forks	(C)	Palmer	(C)	*Williams*	(C)

Fountain Hill	(C)	Pen Argyl	(C)	Wilson	(C)
Freemansburg	(C)	*Plainfield*	(C)	Wind Gap	(C)
Glendon	(C)	Riegelsville	(C)		
Washington, DC/MD/VA Market					
Falls Church City	(C)	*Montgomery County*	(C)	*Prince William County (Braemar)*	(C)
Gaithersburg	(C)	*Washington, DC*	(V)		

Other Consents[3]

[redacted]

8. Contract of Lease, dated as of 1999, by and among Lawrence D. Limited Partnership, George Winkler and StarPower Communications, LLC, as amended.

9. Agreement of Lease, dated as of December 2010, by and between 650 College Road Associates, LP, and RCN Telecom Services, LLC.

[3] ** Requires only notice in the event of a change of control.

10. Standard Form Industrial Lease, dated as of April 10, 1998, by and between North Beacon 155 Associates, LLC and RCN-Becocom LLC

11. Lease, dated as of January 26, 2009, by and between Twenty-Third Street Realty Assoc. LLC and RCN Telecom Services, Inc.

12. Lease Agreement, dated as of June 21, 1999, by and between Michael Arkin T/A Dani's Properties and StarPower Communications, Inc.

13. Contract of Lease, dated as of 1999, by and between GTW Properties, L.L.C. and Star Power Communications, L.L.C., as amended.

14. Industrial Complex Lease, dated as of January 15, 2008, by and between Bradley Place Holdings, LLC and RCN Telecom Services of Illinois, LLC.

15. Lease Agreement, dated as of October 1, 2001, by and between Liberty Property Limited Partnership and RCN Telecom Services, Inc.

[redacted]

[redacted]

18. Standard Form Industrial lease, dated as of April 10, 1998, by and between North Beacon 155 Associates, LLC and RCN-Becocom LLC.

19. Office Lease dated as of January 31, 1997, by and between LaSalle National Bank, not individually but as Trustee under a Trust Agreement, dated March 1, 1967, as extended, for Trust No. 36223 and 21st Century Cable TV, Inc., as amended.

20. Lease Agreement, dated as of October 2002, by and between JBG/JER 1275 K, L.L.C. and Starpower Communications, LLC, as amended.

21. Lease Agreement, dated as of March 25, 1999, by and between 2112 Associates, LLC and RCN Telecom Services of Pennsylvania, Inc., as amended.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Schedule 3.6(a) - Material Contracts

(i)

[redacted]

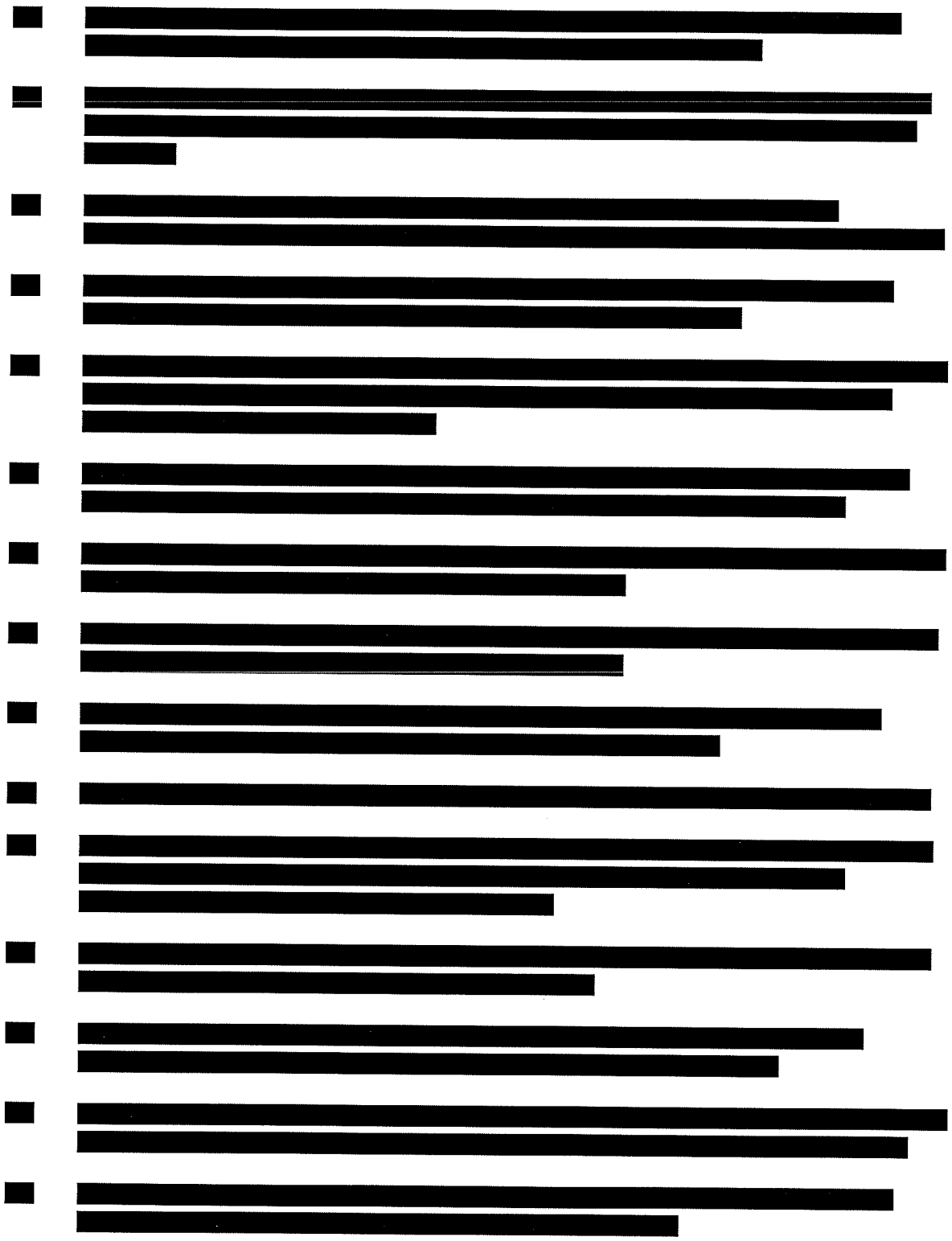
(ii)

(A)

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

(B)

None.

(iii)

1. None.

(iv)

1. [redacted]

(v)

1. [redacted]

[redacted]

[redacted]

[redacted]

(vi)

1. None.

(vii)

[redacted]

(viii)

[redacted]

[5] The covenant not to compete contained herein expires upon a change of control.

[redacted]

(ix)

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

(x)

1. None.

(xi)

- [redacted]
- [redacted]
- [redacted]

(xii)

- [redacted]

(xiii)

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

(xiv)

1. None.

(xv)

1. None.

(xvi)

[redacted]

[redacted]

- [redacted]

- [redacted]

(xvii)

- [redacted]

Schedule 3.6(b) - Material Contracts

None.

Schedule 3.7 - Absence of Changes

(ii)

- [redacted]
- [redacted]
- [redacted]

Schedule 3.8 - Litigation

GENERAL LITIGATION

That certain Action by the Group Companies currently pending before the Appellate Tax Board of the Commonwealth of Massachusetts challenging, among other things, legislation to a 1978 amendment to the Massachusetts Constitution.

That certain Action by the Group Companies currently pending before the Appellate Tax Board of the Commonwealth of Massachusetts challenging, among other things, the "fair cash value" assigned by the Commissioner of Revenue of the Commonwealth of Massachusetts to the taxable personal property of the Group Companies for the 2012 fiscal year.

MCI Communications Services, Inc. and Verizon Select Services, Inc.
vs. RCN Telecom Services, LLC et al.
USDC, Northern District of Texas (2014)

Berks County, PA vs. RCN Telecom Services of Philadelphia, et al.
Berks County Common Pleas Court, Pennsylvania (2016)

Chester County, PA vs. RCN Telecom Services of Philadelphia, et al.
Chester County Common Pleas Court, Pennsylvania (2016)

Delaware County, PA vs. RCN Telecom Services of Philadelphia, et al.
Pennsylvania Supreme Court (2015)

INTELLECTUAL PROPERTY

RCN Televisión, S.A. (Colombia) vs. RCN Telecom Services, LLC
USPTO, Trademark Trial & Appeal Board (2008)

We 3 Kings, Inc. vs. RCN Telecom Services, LLC et al.
USDC, Central District of California (2014)

C-Cation Technologies, LLC vs. RCN Telecom Services, LLC, et al.
USDC, District of Delaware (2015)

Chanbond, LLC vs. RCN Telecom Services, LLC
USDC, District of Delaware (2015)

LABOR/EMPLOYMENT

Stephen Ramos vs. RCN Telecom Services (Lehigh), LLC
New York State Supreme Court, Kings County (2015)

Jacob Smalls vs. RCN Telecom Services, LLC et al.
New Jersey Superior Court, Mercer County (2014)

Leeroy C. Farrare vs. RCN Telecom Services of Massachusetts, LLC et al.
Massachusetts Superior Court, Middlesex County (2015)

Zachariah Sheehan, Edward Carvalho vs. RCN Telecom Services of Massachusetts, LLC et al.
USDC, District of Massachusetts (2016)

PERSONAL INJURY

Elinor Azenberg vs. RCN Telecom Services, Inc.
New York Supreme Court, New York County (2002)

Kathleen & Robert Belmonte vs. Mericle Properties et al.
Common Pleas Court, Luzerne County, Pennsylvania
(RCN named as third party defendant by Otis Elevator) (2016)

Patrick Carrenard vs. RCN Telecom Services, LLC et al.
Common Pleas Court, Delaware County, Pennsylvania (2016)

Bryan Ceja vs. RCN Cable TV of Chicago, Inc., et al.
Illinois Circuit Court, Cook County (2012)

Esther Eng vs. RCN Telecom Services, Inc., RCN Corporation et al.
New York State Supreme Court, Queens County (2010)

James Gimblet vs. RCN Telecom Services of New York, LP et al.
New York State Supreme Court, Kings County (2010)

Peggy Haskins vs. RCN Telecom Services of New York, LP, et al.
New York State Supreme Court, New York County (2014)

Sun Jin Jung and William Yi vs. RCN Telecom Services (Lehigh), LLC, et al.
New York State Supreme Court, Queens County (2014)

Vaclav Lochovsky vs. RCN Telecom Services of New York, LP, et al.
New York State Supreme Court, New York County (2016)

Essie Perry and Humbert Perry vs. RCN Telecom Services, Inc., et al.
New York State Supreme Court, Queens County (2002)

William Peters vs. RCN New York Communications, LLC et al.
New York State Supreme Court, New York County (2012)

Harvey Sliff vs. RCN Telecom Services, Inc. et al.
New York State Supreme Court, New York County (2004)

Shantel Venning vs. RCN Telecom Services, LLC et al.
New York State Supreme Court, New York County (2016)

SETTLED MATTERS THAT REMAIN PENDING

Dominick Burke et al. vs. RCN Telecom Services, LLC
Ashley Portman et al. vs. RCN Telecom Services, LLC
USDC, Northern District of Illinois, Eastern Division (2016)

Consolidated Edison Company of New York vs. RCN Corporation
New York County Civil Court (2003)

CLAIMS

[redacted]

[redacted]

Schedule 3.9 - Compliance with Applicable Law

1. Berks County, PA vs. RCN Telecom Services of Philadelphia, et al. Berks County Common Pleas Court, Pennsylvania (2016)

2. Chester County, PA vs. RCN Telecom Services of Philadelphia, et al. Chester County Common Pleas Court, Pennsylvania (2016)

3. Delaware County, PA vs. RCN Telecom Services of Philadelphia, et al. Pennsylvania Supreme Court (2015)

Schedule 3.10(a) - Employee Plans

1. RCN Cable Retirement Savings Plan (410(k) Plan) – John Hancock
2. United Healthcare Medical Plans – Choice, Choice 2 and Choice Plus
3. Highmark Blue Cross Blue Shield– Custom In Network PPO, Custom In Network PPO with HRA
4. Highmark Blue Cross Blue Shield – EPO Out, EPO out with HRA
5. MetLife Dental Plans – Low and High Plan
6. Eyemed Vision Plans – Core Plan and Buy Up Plan
7. MetLife – Company Paid Life and AD&D Insurance
8. MetLife – Optional Employee Life and AD&D, Optional Spousal Life, Optional Dependent Life
9. RCN Telecom Services, Inc. Short-Term Disability Plan – Cigna
10. MetLife Long Term Disability Income Insurance Plan
11. Health Advocate / Health Advocate EAP, Health Advocate Wellness
12. Medical / Dependent Flexible Spending Account
13. MetLife Voluntary Insurances - Critical Illness, Liability Homeowners, Auto, Pet
14. RCN Vacation Policy (effective June 1, 2010)
15. RCN Attendance, Sick, Personal Leave & Punctuality Policy (effective January 1, 2015)
16. RCN Unpaid Personal Leave Policy (effective June 1, 2010)
17. RCN Unpaid Medical Leave Policy (effective June 1, 2010)
18. RCN Military Leave Policy (effective June 1, 2010)
19. RCN FMLA Policy (effective January 1, 2016)
20. RCN Tuition Assistance Employee Education Program Policy (effective January 1, 2009)
21. RCN Bereavement Leave
22. RCN Paid Company Holidays
23. Employee Discount Services Program

24. Perfect Attendance Bonus – Hourly Employees Only

25. Exceptional Performer Incentive Day

26. 2016 RCN Annual Incentive Plan – Plans 1 through 5

27. Market – Residential Telesales Sales Commission Plan

28. 2015 Compensation Plan for Enterprise Account Executives (DC Market)

29. RCN Director, Business Services Compensation Plan

30. RCN Small Business Enterprise Sales Representative Commission Plan

31. 2016 Sales Compensation Plan ($3,000 Quota Plan)

32. 2016 Sales Compensation Plan ($4,000 Quota Plan)

33. RCN Sales Manager, Business Services Compensation Plan

34. RCN DC Metro SMB Compensation Plan (2015)

35. RCN Chicago Enterprise Sales Representative Compensation Plan (2013)

36. RCN Chicago Small/Medium Business Direct Sales Representative Compensation Plan (2015)

37. RCN Lehigh Valley SMB Compensation Plan (2016)

38. RCN Philadelphia SMB Compensation Plan (2016

39. 2016 RCN Annual Incentive Plan – Customer Care Bonus / Incentive Plans

40. Customer Care Telesales Outbound Commission Plan (July 5, 2015)

Schedule 3.10(b) - Employee Plans

None.

Schedule 3.10(h) - Employee Plans

None.

Schedule 3.11 - Environmental Matters

1. On September 25, 2009, the storage tank located at 10000 Derekwood Lane, Lanham, MD, which is owned by the landlord of the premises, did not pass an inspection by the Maryland Department of the Environment. The required corrective actions have been completed since the date of the inspection, and the landlord has obtained insurance with respect to the tank. On April 15, 2016, the Company received a final report from Precision Testing, Inc. stating that such underground storage tank passes the criteria set forth by the U.S. EPA.

Schedule 3.12 - Intellectual Property

With respect to the first sentence:

None.

With respect to the second sentence:

(a)

Patents:

None.

Registered Trademarks:

GROUP COMPANY	JURISDICTION	MARK	REG. NO. [APP. NO.]	REG. DATE [APP. DATE]	STATUS
RCN Telecom Services, LLC	United States	RCN	2471719 [76105858]	July 24, 2001 [August 9, 2000]	Registered
RCN Telecom Services, LLC	United States	RCN	2715673 [76435295]	May 13, 2003 [July 29, 2002]	Registered
RCN Telecom Services, LLC	United States	RCN METRO	3546300 [77434059]	December 16, 2008 [March 28, 2008]	Registered
RCN Telecom Services, LLC	United States	RCN GLOBAL PASSPORT	3740986 [77604802]	January 19, 2010 [October 31, 2008]	Registered
RCN Telecom Services, LLC	United States	RCN BUSINESS SERVICES	3635277 [77617509]	June 9, 2009 [November 19, 2008]	Registered
RCN Telecom Services, LLC	United States		3764807 [77625773]	March 23, 2010 [December 3, 2008]	Registered
RCN Telecom Services, LLC	United States	STARPOWER HD	3874243 [77704051]	November 9, 2010 [April 1, 2009]	Registered
RCN Telecom Services, LLC	United States	THE WORLD AWAITS	3908685 [77731197]	January 18, 2011 [May 7, 2009]	Registered

Registered Copyrights:

None.

Registered Domain Names:

DOMAIN NAME	GROUP COMPANY
20thcentury.org	RCN Telecom Services, LLC
21stcentury.com	RCN Telecom Services, LLC
21stcentury.net	RCN Telecom Services, LLC
braemarnet.com	RCN Telecom Services, LLC

DOMAIN NAME	GROUP COMPANY
brainstorm.com	RCN Telecom Services, LLC
brainstorm.net	RCN Telecom Services, LLC
rcnbusiness.net	RCN Telecom Services, LLC
buyrcn.com	RCN Telecom Services, LLC
dnai.com	RCN Telecom Services, LLC
enteract.com	RCN Telecom Services, LLC
enteract.net	RCN Telecom Services, LLC
erols.com	RCN Telecom Services, LLC
erols.net	RCN Telecom Services, LLC
erols.org	RCN Telecom Services, LLC
grande.sucks	RCN Telecom Services, LLC
interport.com	RCN Telecom Services, LLC
interport.net	RCN Telecom Services, LLC
javanet.com	RCN Telecom Services, LLC
massed.net	RCN Telecom Services, LLC
nai.net	RCN Telecom Services, LLC
rcn.com	RCN Telecom Services, LLC
rcn.info	RCN Telecom Services, LLC
rcn.net	RCN Telecom Services, LLC
rcn.sucks	RCN Telecom Services, LLC
rcnbusiness.com	RCN Telecom Services, LLC
rcnbusiness.net	RCN Telecom Services, LLC
rcnbusiness.org	RCN Telecom Services, LLC
rcnchicago.net	RCN Telecom Services, LLC
rcnchicago.com	RCN Telecom Services, LLC
starpower.net	RCN Telecom Services, LLC
ultranet.com	RCN Telecom Services, LLC
port.net	RCN Telecom Services, LLC
ultra.net	RCN Telecom Services, LLC

(b)

Patent Applications:

None.

Trademark Applications:

GROUP COMPANY	JURISDICTION	MARK	REG. NO. [APP. NO.]	REG. DATE [APP. DATE]	STATUS
RCN Telecom Services, LLC	United States	RCN business services	N/A [77617501]	N/A [November 19, 2008]	Opposed
RCN Telecom Services, LLC	United States	RCN GLOBAL PASSPORT	N/A [77625791]	N/A [December 3, 2008]	Opposed
RCN Telecom Services, LLC	United States	RCN	N/A [77928024]	N/A [February 4, 2010]	Opposed
RCN Telecom Services, LLC	United States	RCN BUSINESS	N/A [85616249]	N/A [May 3, 2012]	Opposed

GROUP COMPANY	JURISDICTION	MARK	REG. NO. [APP. NO.]	REG. DATE [APP. DATE]	STATUS
RCN Telecom Services, LLC	United States	RCN	N/A [85616227]	N/A [May 3, 2012]	Opposed
RCN Telecom Services, LLC	United States	COME HOME TO RCN	N/A [77837586]	N/A [September 29, 2009]	Opposed
RCN Telecom Services, LLC	United States	#FEELTHEGIG	N/A [87080887]	N/A [June 22, 2016]	Pending
RCN Telecom Services, LLC	United States	FEELTHEGIG	N/A [87080882]	N/A [June 22, 2016]	Pending
RCN Telecom Services, LLC	United States	#GOTTAGETTAGIG	N/A [87080878]	N/A [June 22, 2016]	Pending
RCN Telecom Services, LLC	United States	GOTTAGETTAGIG	N/A [87080875]	N/A [June 22, 2016]	Pending
RCN Telecom Services, LLC	United States	#GETTAGIG	N/A [87080871]	N/A [June 22, 2016]	Pending
RCN Telecom Services, LLC	United States	GETTAGIG	N/A [87080867]	N/A [June 22, 2016]	Pending

Copyright Applications:

None.

With respect to the third sentence:

None.

With respect to the fourth sentence:

None.

[redacted]

- [redacted]
- [redacted]

(y)

Item 1 on Schedule 3.12(x) is herein incorporated by reference.

With respect to the sixth sentence:

(A)

None.

(B)

Item 1 on Schedule 3.12(x) is herein incorporated by reference.

Schedule 3.13 - Labor Matters

None.

Schedule 3.14 - Insurance

GROUP COMPANY	LINE OF COVERAGE	CARRIER	MAIN LIMIT	PREMIUM	TERM
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

(a) None.

(b) None.

Schedule 3.15 - Tax Matters

[redacted]

(j)

1. RCN Management Corporation does not charge the other Group Companies for services provided to them by RCN Management Corporation.

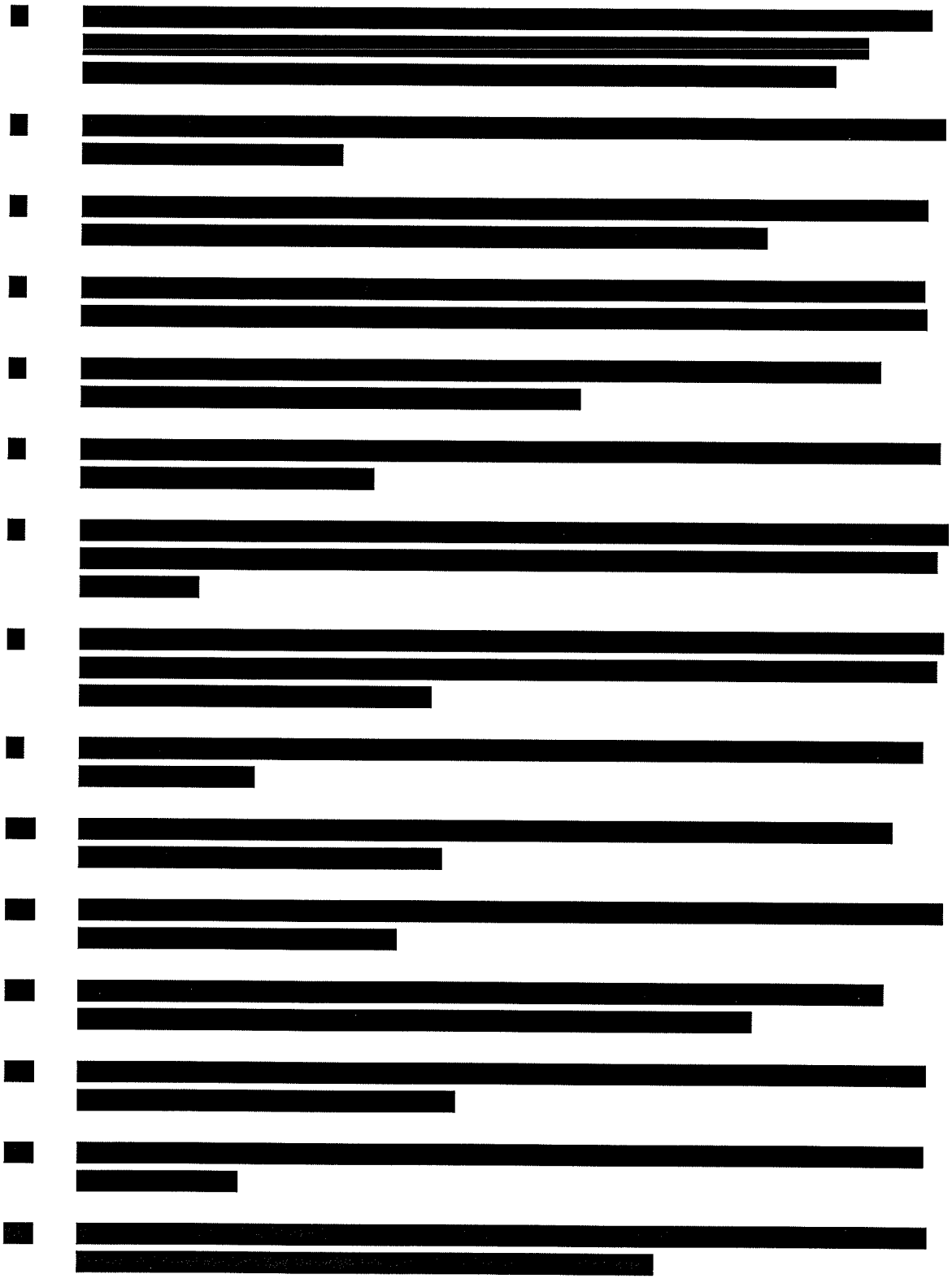
Schedule 3.16 - Brokers

1. Engagement Letter by and among Grande Communications Networks LLC, RCN Telecom Services, LLC, and Credit Suisse Securities (USA) LLC, dated March 2, 2016.

Schedule 3.17(a) - Owned Real Property

- [redacted]
- [redacted]
- [redacted]
- [redacted]

Schedule 3.17(b) - Leased Real Property



[redacted]

[redacted]

[redacted]

[redacted]

Schedule 3.17(c) - Personal Property

None.

Schedule 3.18 - Transactions with Affiliates

1. Schedule 3.6(a)(i) is herein incorporated by reference.

Schedule 3.19 - Customers

1. Annex A of the Schedules is herein incorporated in its entirety by reference.

Schedule 3.21(a) - Programming; Rate Regulation; Copyright Royalty Fees

1. Annex B of the Schedules is herein incorporated in its entirety by reference.

Schedule 3.21(b) - Programming; Rate Regulation; Copyright Royalty Fees

None.

Schedule 3.21(d) - Programming; Rate Regulation; Copyright Royalty Fees

None.

Schedule 3.22 - Assets and Properties

None.

Schedule 4.2 - Consents and Approvals; No Violations

1. Items 1 through 3 on Schedule 3.6(a)(viii) are herein incorporated in their entirety by reference.

Schedule 4.5 - Brokers

1. Engagement Letter, dated March 2, 2016, by and among Grande Communications Networks LLC, RCN Telecom Services, LLC, and Credit Suisse Securities (USA) LLC.

Schedule 5.3 - Consents and Approvals; No Violations

None.

Schedule 6.1 - Conduct of Business of the Company

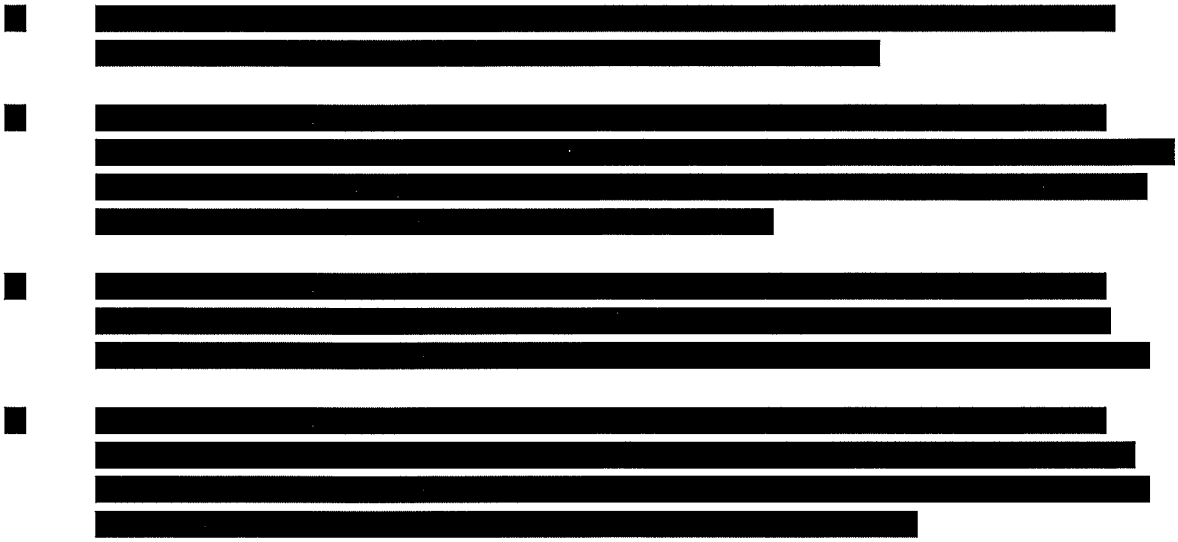
- [redacted]

- [redacted]

Schedule 6.6 - Employee Matters

None.

Schedule 6.12 - Termination of Agreements



Schedule 7.1(c) – Telecommunications Regulatory Authority Consents

1. Pennsylvania
2. New York (State)
3. New York City
4. Virginia
5. Washington, D.C.

Telecommunications transfer of control notifications in:[6]

1. Illinois
2. Maryland

[6] Notification of transfer of control of telecommunications registration shall be provided to the Massachusetts Department of Telecommunications and Cable within thirty (30) days following the closing.

Annex A - Customers

LOCATION	RCN CUSTOMERS AS OF 12/31/2015
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Annex B - Video Programing Agreements

Annex B
Video Programing Agreements

Vendor	NCTC / Direct	Agreement(s)
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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Vendor	NCTC / Direct	Agreement(s)
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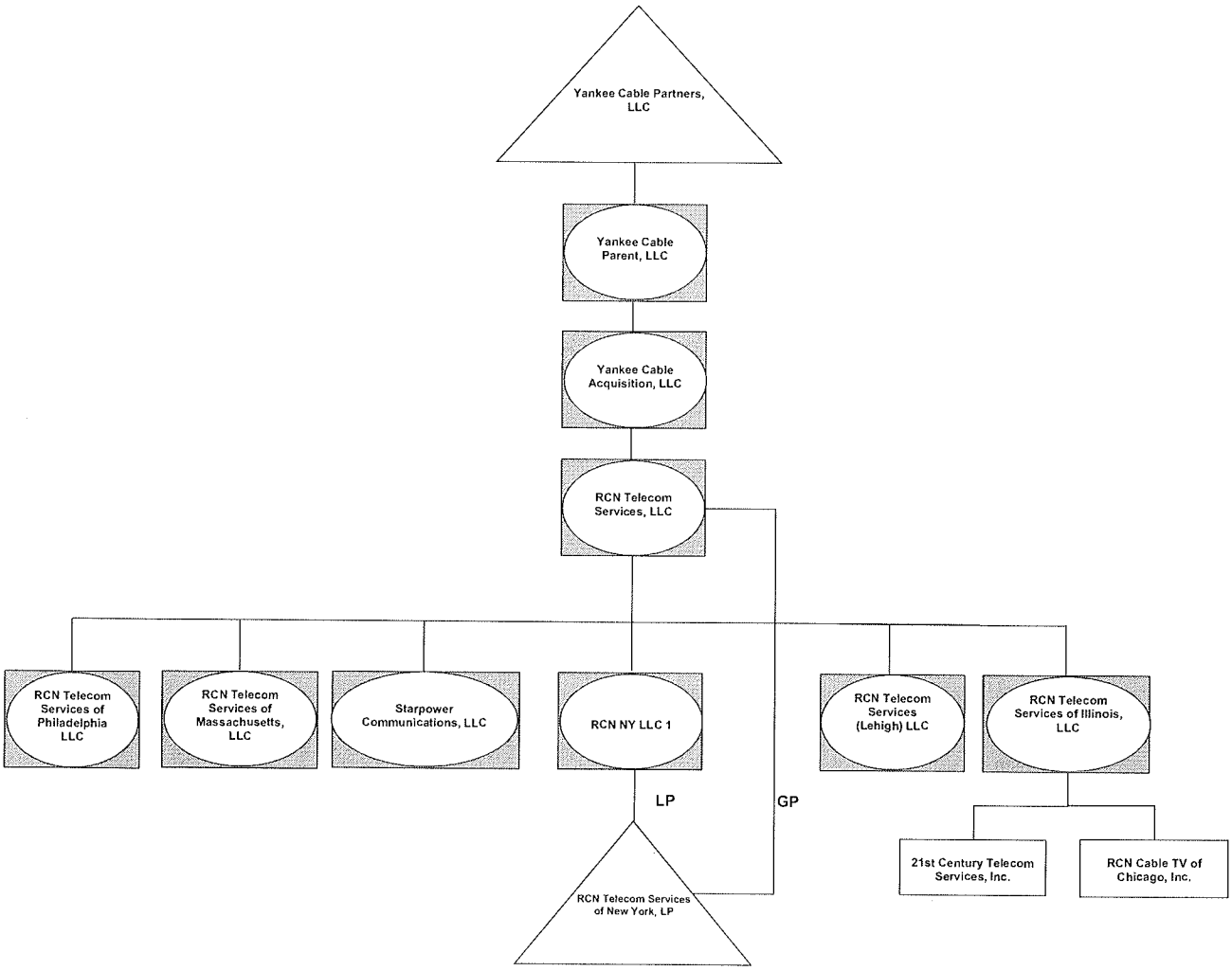
ATTACHMENT B

Pre-transaction Corporate Organizational Chart

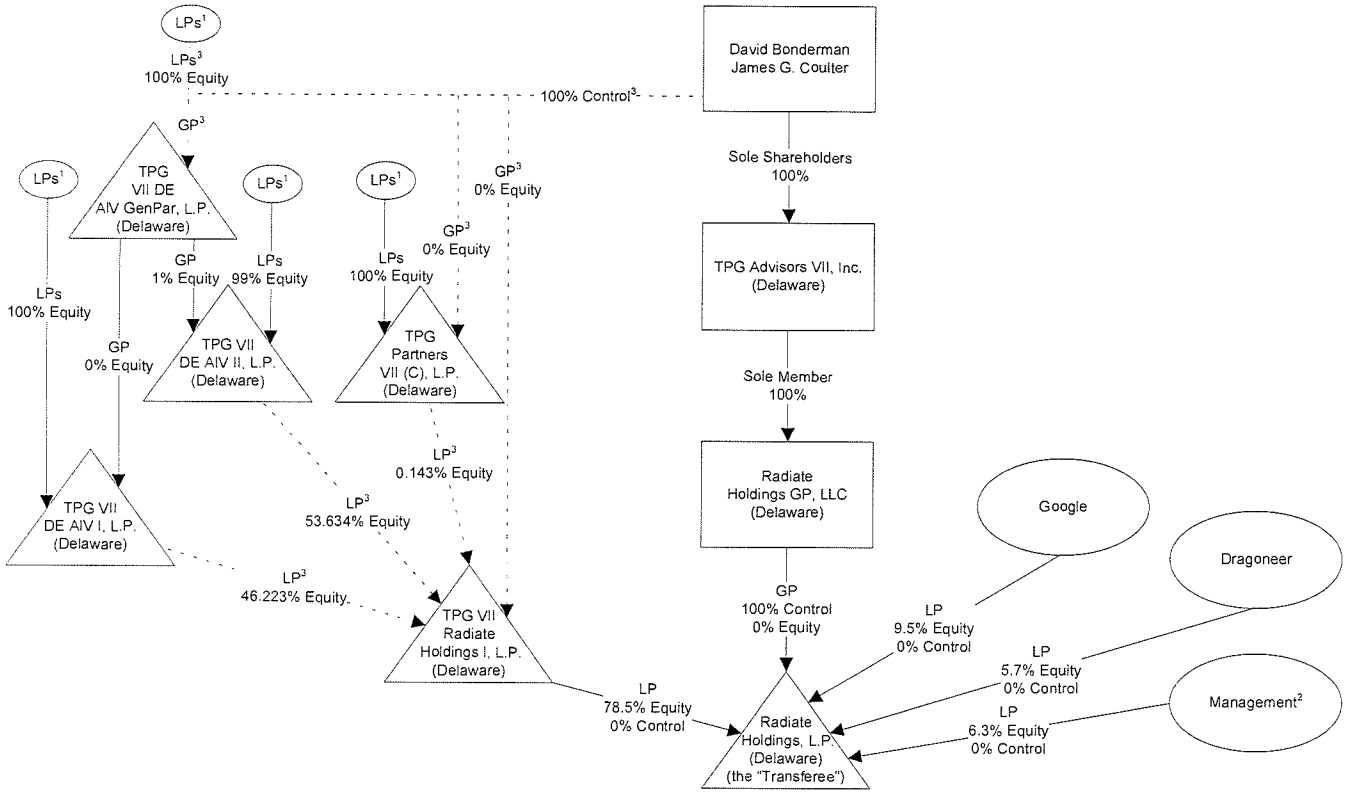
RCN Entities
Pre-Close Corporate Structure



ATTACHMENT C

Post-transaction Corporate Organizational Chart

POST- TRANSACTION TPG OWNERSHIP STRUCTURE



Nctes:

[1] Each LP (a limited partner investor in the applicable fund) will hold less than five percent economic interest in the Transferee.
[2] Interest held by various individuals. No individual holds an interest of five percent or greater.
[3] Interest is held indirectly through entities not depicted, all of which are wholly owned or controlled (as applicable) by the entities shown

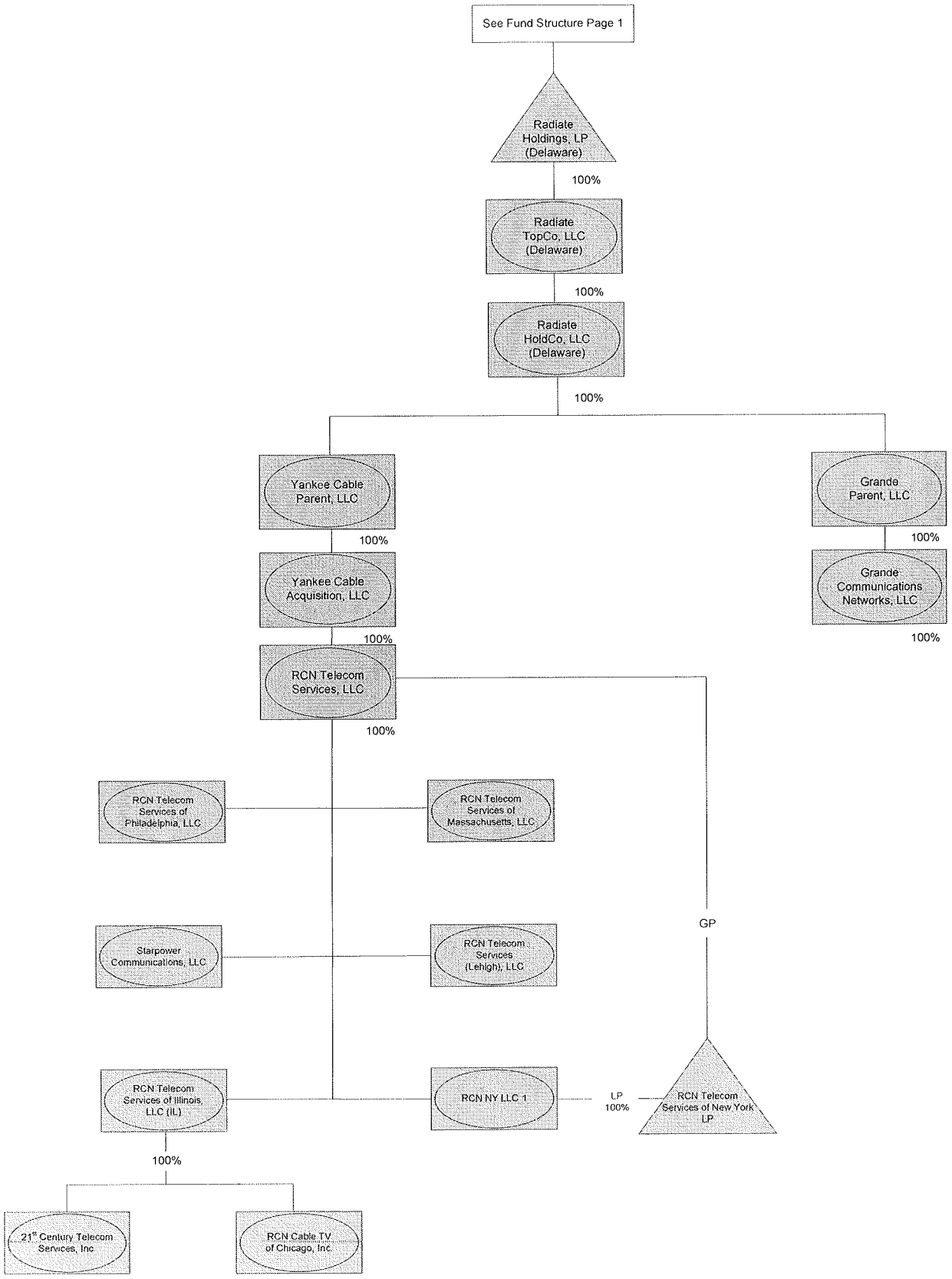

See Fund Structure Page 1
Radiate Holdings, LP (Delaware)
100%
Radiate TopCo, LLC (Delaware)
100%
Radiate HoldCo, LLC (Delaware)
100%
Yankee Cable Parent, LLC
100%
Yankee Cable Acquisition, LLC
100%
RCN Telecom Services, LLC
100%
Grande Parent, LLC
100%
Grande Communications Networks, LLC
100%
RCN Telecom Services of Philadelphia, LLC
RCN Telecom Services of Massachusetts, LLC
Starpower Communications, LLC
RCN Telecom Services (Lehigh), LLC
RCN Telecom Services of Illinois, LLC (IL)
RCN NY LLC 1
GP
LP
100%
RCN Telecom Services of New York LP
100%
21st Century Telecom Services, Inc
RCN Cable TV of Chicago, Inc

EXHIBIT 3

September 7, 2016

EXHIBIT 3

Transferee has no current plans to change the terms and conditions of service or operations of the system. The cable system will be operated pursuant to the terms of the franchise agreement and/or applicable law after the consummation of the proposed transaction. Transferee reserves the right to make service and operational changes in accordance with the terms of the current franchise agreement and applicable law.

EXHIBIT 4

September 7, 2016

EXHIBIT 4

Transferee

Name:	Radiate Holdings, L.P.
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
Number of Shares/Nature of Interest:	Transferee
Number of votes:	N/A
Voting Percentage:	N/A

Holders of 5% or Greater Ownership or Voting Interest in Transferee
(see also Exhibit 1, Attachment C, Post-transaction Corporate Organizational Chart)

Name:	Radiate Holdings GP, LLC
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	General Partner, 0% Equity of Transferee
Voting Percentage:	100% of Transferee
Principal Business:	Holding Company
Name, Address, & Citizenship of Person Authorized to Vote:	David Bonderman, United States & James G. Coulter, United States c/o 301 Commerce Street, Suite 3300 Fort Worth, Texas 76102

Name:	TPG Advisors VII, Inc.
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	100% Equity of Radiate Holdings GP, LLC
Voting Percentage:	N/A
Principal Business:	Holding Company

Name:	David Bonderman
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	50% Shareholder of TPG Advisors VII, Inc.
Voting Percentage:	N/A
Occupation:	Investor

Name:	James G. Coulter
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	50% Shareholder of TPG Advisors VII, Inc.
Voting Percentage:	N/A
Occupation:	Investor

Name:	TPG VII Radiate Holdings I, L.P.
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	Limited Partner, 78.5% Equity of Transferee
Voting Percentage:	0% of Transferee
Principal Business:	Holding Company

Name:	TPG VII DE AIV I, L.P.
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	Limited Partner, 46.2% Equity of TPG VII Radiate Holdings I, L.P.
Voting Percentage:	N/A
Principal Business:	Holding Company

Name:	TPG VII DE AIV II, L.P.
Address:	301 Commerce Street, Suite 3300 Fort Worth, Texas 76102
Citizenship:	United States
No. Shares/Nature of Interest:	Limited Partner, 53.6% Equity of TPG VII Radiate Holdings I, L.P.
Voting Percentage:	N/A
Principal Business:	Holding Company

Name:	Google Capital
Address:	c/o Jeremiah Gordon 1600 Amphitheatre Parkway Mountain View, CA 94043
Citizenship:	United States
No. Shares/Nature of Interest:	Limited Partner, 9.5% Equity of Transferee
Voting Percentage:	0% of Transferee
Principal Business:	Internet

Name:	Rio FD Holdings, LLC
Address:	1 Letterman Drive, Bldg. C, Suite 3-950 San Francisco, CA 94129
Citizenship:	United States
No. Shares/Nature of Interest:	Limited Partner, 5.7% Equity of Transferee
Voting Percentage:	0% of Transferee
Principal Business:	Investor

EXHIBIT 5

September 7, 2016

EXHIBIT 5

Radiate Holdings, L.P. is not a corporation or limited partnership formed under the laws of, or duly authorized to transact business in Maryland. However, the operating subsidiary holding the franchise is and remains duly registered to do business in Maryland.

EXHIBIT 6

September 7, 2016

EXHIBIT 6

Transferee has no audited financial statements. However, we attach a statement of the capital commitments Transferee has obtained.

Transferee respectfully requests that it be accorded confidential treatment for the documents submitted as Attachment A to Exhibit 6, which are confidential and have not been made available to the public.

ATTACHMENT A

Capital Commitments

CONFIDENTIAL

Transferee Capital Commitments

As noted in the enclosed petition, the transferee, Radiate Holdings, L.P., is a holding company that will be majority owned and controlled by certain entities ultimately controlled by the principals of TPG Capital, L.P. (together with its affiliates, "TPG"). The attached is a statement as of June 30, 2016 of the capital commitments, less called capital, of TPG Partners VII, L.P. ("TPG VII"). TPG VII, which was organized as a Delaware partnership with an effective date of January 27, 2015 for the purpose of investing in companies through acquisitions and restructurings, is the TPG private equity fund affiliated with the transferee. The Available Uncalled Capital Commitments line item in the attached statement represents, as the date thereof, the total amount of equity funding that TPG VII's limited partners have unconditionally committed to provide to the fund, less the amount of funding such investors have already provided. Given the nature of TPG VII's business as a private investment fund that does not hold operating assets and the early stage of the fund's investment cycle, the attached statement provides the best representation of TPG's financial capacity with respect to its investments, including its investment in Radiate Holdings, L.P.

As the attached demonstrates, TPG VII has substantial committed, available funding more than sufficient to fund the acquisition of the company. TPG is a leading global private investment firm and one of the most active private equity investors in the internet, technology and media industries, with a long history of successful investments in these sectors. Over the past 24 years, TPG has differentiated itself from other investors by providing resources and expertise to help strengthen and grow its portfolio companies. In addition, as noted in the enclosed petition, the business of RCN-TS is expected to continue to generate revenues sufficient to support its business following the closing of the transaction. The experienced Patriot Media team that currently manages the day-to-day operations of the RCN-TS operating subsidiaries will remain in place, and these operating entities will remain intact and will continue to operate pursuant to their state and federal telecommunications authorizations as they have previously. Finally, in connection with the financing of the transaction, the transferee's wholly owned subsidiary Radiate HoldCo, LLC has secured commitments for a five-year, $150 million senior secured revolving facility, to ensure ample resources to meet the liquidity needs of Yankee Parent and its subsidiaries, including RCN-TS.

TPG Partners VII, L.P.
and Affiliated Partnerships

301 Commerce Street • Suite 3300 • Fort Worth, Texas 76102
TEL 817/871-4000 • FAX 817/871-4013

All data contained in this notice is unaudited/preliminary as of 6/30/16 and subject to change. All figures are in thousands.

Original Commitments	$10,495,060,000
Called Capital	1,718,747,814
Available Uncalled Capital Commitments:	8,776,312,186

EXHIBIT 7

September 7, 2016

EXHIBIT 7

Following consummation of the proposed Transaction, Radiate Holdings, L.P., through the existing cable franchisee will continue to provide high-quality communications services to customers pursuant to the terms of the current franchise agreement, without interruption and without change in the services provided. The transfer of control resulting from the Transaction will be seamless and transparent to customers, and in no event will it result in the discontinuance, reduction, loss, or impairment of service to customers.

Moreover, the existing franchisee will continue to be run by highly experienced, well-qualified personnel. Current management, technical and operational personnel of the system will not change as a result of the Transaction, thereby assuring continuity of existing operations. Biographies of key personnel who will continue to manage the system follow.

In short, the proposed Transaction will not have a detrimental effect on, or result in a material adverse change in, the services provided to existing customers.

BIOGRAPHIES OF KEY PERSONNEL

Patriot Media Consulting

Steve Simmons - Chairman - Patriot Media, RCN and Grande

Steve created his first cable company, Simmons Communications, in 1981. Over the next decade it served over 300,000 customers in 20 states. The company improved cable service in many places around the country, including its complete turnaround of the Long Beach, California system. Upon its sale the Mayor issued a proclamation citing the great improvement in customer and technical service and major contributions to the community.

In 2001 Steve started Patriot Media. The dramatically improved service in its system serving Princeton and 29 other towns in New Jersey, won plaudits from local communities. In 2006 he and the Patriot team were recognized by CableWorld as US Independent Cable Operator of the Year for Patriot's operational success and advanced triple play technology. Today, Steve and the Patriot management team have ownership in and manage RCN Cable and Grande that together serve over 600,000 customers.

Steve also served on the Board of Virgin Media, a public company that provided cable and mobile service in the United Kingdom, and today sits on the Board of Cablevision. Steve previously served on the NCTA Board for 3 years, was voted a Cable Pioneer, and for over 25 years has been chairing the Cable Entrepreneurs Club whose members include 25 present and former Chairmen/CEOs of cable companies. In 2015 he was voted into the Cable Hall of Fame.

In his non-cable life, Steve has worked on the White House staff, been a professor at the University of California, a Governor on the US Broadcasting Board of Governors where he chaired committees overseeing Voice of America and Radio Free Europe/Radio Liberty, Chair of the gubernatorial Commission in Connecticut examining the educational achievement gap, and producer of an Emmy Award winning documentary on education reform issues. Steve has also written 5 children's books. He is a graduate of Cornell University and Harvard Law School.

Jim Holanda - President & CEO - Patriot Media, RCN and Grande

Jim began his cable industry career 28 years ago with Comcast after graduating from The Ohio State University. His career has taken his family to California, New Jersey, Colorado and Missouri, where he was the Regional Vice President of Operations for Charter Communications in St. Louis.

Jim returned to New Jersey as President and General Manager of Patriot Media, establishing and running that cable operation for four-and-a-half years until its' sale in August 2007. Post-sale, Patriot Media Consulting was founded with Jim as Chief Executive Officer and consists of numerous former Patriot Media executives. The company is engaged in the evaluation, acquisition and management of cable investments.

In December 2007, Patriot Media Consulting assumed management of Choice Cable TV of Puerto Rico, an internet, phone and cable TV provider passing 340,000-plus households in the

western and southern portions of the island. In August 2010, this same team began management of RCN Cable's cable operation, passing over 1.4 million households, and in 2013 added Grande Communications to the list of companies they manage; Jim serves as Chief Executive Officer of both companies.

John Feehan - EVP & CFO - Patriot Media, RCN and Grande

John joined Patriot Media in March, 2011. He serves as CFO for Patriot Media, Grande, and RCN. John had spent the previous 10 years before joining Patriot Media in the wireless communications industry where he was most recently the SVP, CFO of the Sprint/Nextel Prepaid Group. For the 8 years prior to joining Sprint/Nextel, John was the EVP, CFO of Virgin Mobile USA and joined Sprint/Nextel when Virgin Mobile was acquired by Sprint in November 2009. John was the initial finance department hire in January 2002 when Virgin Mobile USA was formed and helped lead the company from its national launch to become one of the nation's top wireless carriers with more than 5 million subscribers and $1.3 billion in annual revenues. As CFO, John led the initial public offering of Virgin on the NYSE in October 2007. Prior to joining Virgin Mobile, he served as chief financial officer of SAGE BioPharma, a leading manufacturer of infertility products. John began his career at Price Waterhouse and has held various senior level management positions throughout his 29-year career. He holds a bachelor's degree in accounting and management information systems from St. Joseph's University in Philadelphia and is a certified public accountant in the state of PA.

Chris Fenger - EVP & COO - RCN and Grande

Chris has served as the Executive Vice President and Chief Operating Officer at RCN Cable since May 2013 and previously served as the Senior Vice President of Operations at RCN Cable since April 2011. He currently also serves as the Executive Vice President and Chief Operating Officer at Grande. Chris has been in the cable industry for over 34 years and most recently was the Division President of Bright House Networks of Central Florida. Prior to that, he was with Charter Communications for over four years, initially as Regional Senior Vice President of Operations for the North Central Region and then as the Divisional Senior Vice President of Operations for the Western Division. Earlier in his career, Chris held various general management and senior operations positions at Marcus Cable, Simmons Communications and Warner Amex Cable.

Pat Murphy - EVP & CTO - Patriot Media, RCN and Grande

Patrick is a 39-year cable television veteran with extensive management expertise in engineering, technical system operations, construction, and acquisitions.

During his tenure at Patriot Media, Patrick directed a very aggressive system upgrade. Its completion enabled the system to launch digital video, VOD, increased HSD speeds as well as a voice service. These contributions, along with strong financial, operation and customer growth, garnered Patriot Media the "Independent Operator of the Year Award" by Cable World Magazine.

Prior to joining Patriot Media, he had been with Charter Communications and its predecessors for 18 years in the Los Angeles area in the position of Western Regional Vice President of

Engineering and Technical Operations. During his tenure he oversaw capital budgets in excess of $300 million, upgraded/rebuilt 25,500 miles of system to 750/860 MHz, built six headends and ten hub sites, launched digital video, HSD and VOD services. He also served in several senior technical/operations management positions with Simmons Cable Television, Group W and Acton Communications.

Patrick received his formal education from California State University, Los Angeles, CA, National Institute of Communications (FCC First Class Radio/Telephone license) and Washington University, St. Louis, Mo. Patrick is a member of the Society of Cable Telecommunications Engineers (SCTE). In 2003 he was elected into The Cable TV Pioneers. A published author, his articles have appeared in such periodicals as CED and Communications Technology.

Rob Roeder - EVP & CDO - Patriot Media, RCN and Grande

Rob has 36 years of diverse cable television experience, including positions in general management and engineering management, spanning several companies throughout the country.

Prior to joining Patriot Media, Rob was the Western Division Vice President of Advanced Services for Charter Communication's, which encompassed a five-state area and served 2 million customers. In that role, he was responsible for the launch and ongoing operation of a suite of video and broadband products including digital services, high-speed data services, video-on-demand, and interactive services. In his role, Rob was also responsible for the United States first launch of Voice over Internet Protocol (VOP) phone service.

In addition, Rob was responsible for the launch, and operation, of products geared towards the emerging commercial services market including long-haul network transport, Ethernet services, SIP telephony, and Point-to-Point direct circuits.

John Gdovin - EVP & CAO - Patriot Media, RCN and Grande

John has a 36-year career with independent telecommunications companies that began soon after his 1979 college graduation when he joined a northeastern Pennsylvania company which would become C-TEC. He played an integral part of the team that started the cable television division for C-TEC in the early 1980s. In 1989 he oversaw the consolidation of its customer service operations and established a new customer service call center facility. In addition to customer service, he was also responsible for other corporate business including acquisitions, programming agreements, MIS, franchising, corporate contracts and strategy. He was twice awarded the Company's "Pursuit of Excellence" award for individual performance, in 1986 and 1990, as well as the group award for "Pursuit of Excellence" in 1990.

CTEC continued its growth and was acquired by RCN Cable in the early 1990s. John remained with RCN Cable and became Executive Vice President of the cable division, responsible for the overall performance of its 380,000 cable TV customers in Michigan, Pennsylvania, New Jersey and New York. After more than 20 years with the company, John joined WideOpenWest, another start-up independent cable operation, in December 1999. Most recently John was a member of the senior team managing Patriot Media since its inception in late 2002. Continuing in that role with Patriot Media, John handles negotiation of programming and retransmission

consent agreements, renegotiation of all expired or expiring franchise agreements, government relations, as well as other regulatory, administration and human resources management.

John is an active member of the American Cable Association (ACA) Board of Directors.

Jeff Kramp - EVP & S&GC - Patriot Media, RCN and Grande

Jeff joined RCN as Senior Vice President, Secretary and General Counsel in June 2011. He is responsible for the management of all legal matters concerning the Company, including corporate and corporate governance, joint ventures/strategic alliances, transactions/contracts, labor, intellectual property and litigation.

Jeff brings to RCN over 27 years of experience, including seven years working with telecommunications companies, as a member of/legal counselor to senior management teams at public and private companies in a variety of industries. He most recently served for eight years as Senior Vice President, Secretary & General Counsel of NEW Customer Service Companies, Inc., the leading global provider of extended service and buyer protection plans, and as Vice President & General Counsel of Counsel Corporation, a publicly traded investment company with holdings including the telecommunications companies I-Link, Acceris Communications and WorldxChange Communications. He also served as Secretary and General Counsel of WESCO International, Inc., a $4+ billion Fortune 500 distributor of over 200,000 electrical and industrial products, and as an Associate General Counsel at Westinghouse Electric Corporation providing general corporate counsel to businesses in the commercial division, including Group W Productions. Jeff began his legal career as an Associate Attorney with a litigation and corporate practice at the Pittsburgh office of the law firm of Eckert, Seamans, Cherin & Mellott.

Jeff earned a Juris Doctorate degree from Case Western University School of Law in Cleveland, Ohio and a bachelor's Degree from The College of Wooster in Wooster, Ohio, where he graduated with honors.

John Rusak - VP Controller - Patriot Media, RCN and Grande

John's financial career spans over 30 years, including six years as Senior Vice President & Corporate Controller at Oxygen Media Corporation, the Oxygen cable network, prior to its' sale to NBC Universal in 2008. John also held the position of Senior Vice President & Corporate Controller at HOTJOBS.COM, Ltd., where he was part of the management team which took HOTJOBS public in 1999 and eventually sold the company to YAHOO in 2002. He served as Controller at Newsweek Inc., FAME Information Services, Inc., Metromedia Fiber network, Inc. and PrimeTime 24 and spent over 11 years with W. R. Grace & Co. in various financial roles. John earned both a BS in Accounting and an MBA in Finance from St. John's University.

Jackie Heitman - SVP Sales & Marketing - Patriot Media, RCN and Grande

With over 30 years of marketing experience, Jackie has an extensive background in integrated marketing across a variety of industries including cable, sports, entertainment, telecommunications, and broadcast television. Prior to her current role as Senior Vice President of Sales and Marketing, she was the Senior Vice President of Marketing at Bresnan where she

oversaw corporate marketing and sales. She also spearheaded the company's bundled service initiatives, including such products as digital cable, high-speed Internet, and digital phone.

Previously, Ms. Heitman worked with Cox Communications where she held the post of Marketing Vice President for New Orleans. At Cox, she planned and executed the launch of the company's telephony product on a facilities-based switched platform. Prior to that, she held a variety of top-level marketing and research positions in which she was responsible for the development and implementation of integrated and targeted business-to-business and business to consumer programs, growth of revenue streams, and realization of cost savings for large and medium-size businesses.

Ms. Heitman holds an MBA and a BS in Business Administration, both of which she earned at the University of Dayton.

PUBLIC INTEREST STATEMENT

A. Introduction

The Transactions will generate public interest benefits without posing any actual or potential harms to consumers or competition. In particular, consummation of the Transactions will strengthen an existing, independent source of video, high-speed Internet, voice, and business data services competition in markets served by some of the nation's largest providers of such services, including Comcast, Charter, Verizon, and AT&T. Moreover, the Transactions will not adversely disrupt the day-to-day service provided to consumers or otherwise reduce competition and consumer choice. The Transactions will enhance the provision of innovative and reliable communications services by an experienced, competent, and responsive provider. Competition will be stimulated and innovation spurred without risk to consumer interests. Thus, the Commission should find that the Transactions provide a public interest benefit.

B. The Transactions Will Produce Public Interest Benefits

RCN Telecom Services, LLC ("RCN-TS") and Grande Communications Networks LLC ("Grande Networks"), and their subsidiary operating companies, have a history of giving consumers a choice of innovative, reliable, high-quality services. They have a presence in some of the most competitive urban and suburban markets in the country, including New York City, Chicago, Boston, Philadelphia, Washington, D.C., Dallas, and Austin. RCN-TS and Grande Networks also bring competitive choices for advanced services to fast-growing areas in the Lehigh Valley of Pennsylvania and to several smaller cities in Texas.

Led by Patriot Media's experienced management team, the RCN-TS and Grande Networks operating subsidiaries have fashioned and implemented a tech-forward strategy that has accelerated – and will continue to propel post-Transactions – the deployment of state-of-the-art technologies, thereby strengthening their competitive position in the markets they serve. For

example, RCN-TS and Grande Networks have launched DOCSIS 3.0 and increased Internet speeds in all markets. They also have deployed an integrated Netflix service, partnered with TiVo to offer cutting edge navigation devices, provided subscribers ways to easily access YouTube and Hulu through the TiVo platform, and begun offering HBOGO and a branded TV Everywhere service. These efforts have paid off in terms of consumer satisfaction, with RCN being named PC Magazine's Reader's Choice for Best ISP the past two years.[1]

The Transactions will enhance the ability of the RCN-TS and Grande Networks operating subsidiaries to build on this record of achievement. The proven Patriot Media team, which currently and in the future will manage the day-to-day operations of both RCN-TS and Grande Networks, will be able to achieve greater operational efficiencies and adopt and implement more focused strategies when the two subsidiaries are integrated. Under the pre-Transactions ownership structure, RCN-TS and Grande Networks operate separately, including to obtain financing and to negotiate with programmers and other vendors. The Transactions will bring RCN-TS and Grande Networks under the common umbrella of Transferee Radiate Holdings. This structure will allow the operating subsidiaries to have a single strategic focus. The Patriot Media team will be able to benefit from more favorable financing and programming arrangements and to achieve greater operational efficiencies. This will facilitate system improvements such as completing a footprint-wide upgrade to DOCSIS 3.1 that will further increase Internet speeds and will enable the operating subsidiaries to compete more effectively against larger, national rivals in both the residential and business sectors.

At a time when the industry is marked by growing consolidation, the presence in the marketplace of a well-funded, competitive, independent source of advanced video and broadband

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[1] *See* Ben Z. Gottesman, "Readers' Choice Awards 2016: Internet Service Providers," PC Magazine (May 11, 2016), available at http://www.pcmag.com/article/344519/.

services becomes all the more important. The Transactions' public interest benefits go beyond investments and improvements that will be made in the RCN-TS and Grande Networks operating subsidiaries. Those investments and improvements will drive other competitors to make their own investments and improvements. This is yet another example of the "virtuous cycle" that the Commission has identified as benefitting the public interest and has sought to promote through its broadband rules and policies.

C. The Transactions Will Not Result in Any Harm to the Public Interest

The Transactions will not result in any harms to consumers or competition or violate any Commission rule or policy. They also will not result in any horizontal consolidation among overlapping cable or telecommunications providers or result in any adverse disruption in the systems' day-to-day operations.

Competition and consumer choice will be sustained after the Transactions. Taken together, the Transactions will give Transferee control over non-overlapping subsidiaries that provide cable and OVS service to more than 640,000 video, voice, and high-speed Internet subscribers. The Transferee will be the third largest wireline provider of services in most of the communities where it offers services – behind companies such as Comcast, Charter, Verizon, and AT&T – and will have a significantly smaller national presence than those competitors. Thus, although the Transactions will give RCN-TS and Grande Networks and their operating subsidiaries increased scale to compete effectively in increasingly consolidated video and broadband markets, they will not pose any of the competitive risks that the Commission has raised when considering mergers among larger service providers.[2] More specifically, the

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[2] *See* Remarks of Jon Sallet, Federal Communications Comm'n. General Counsel at Telecommunications Policy Research Conference, "The Federal Communications Commission and Lessons of Recent Mergers & Acquisitions Reviews," Sept. 25, 2015.

Transactions will not reduce the number of head-to-head competitors in any market or create an entity with either the incentive or ability to limit consumers' access to OVD services.

Additionally, because the experienced Patriot Media team that currently manages the day-to-day operations of the RCN-TS and Grande Networks operating subsidiaries will remain in place, there is no risk of the sorts of adverse impact on customer service that have occurred following other transactions. The consumer experience only will change for the better, as the purchasing power of RCN-TS and Grande Networks is combined to provide opportunities to obtain more favorable financing and purchasing arrangements.

* * *

For the reasons stated above, the Transactions will ensure that RCN-TS and Grande Networks and their operating subsidiaries will remain robust and innovative competitors capable of providing consumers with world-class voice, video, broadband Internet, and business data services and of spurring their competitors to improve their offerings.

DRAFT TRANSFER RESOLUTION

RESOLUTION NO. _____

RESOLUTION APPROVING THE CHANGE OF INDIRECT CONTROL OF THE FRANCHISEE UNDER THE CABLE TELEVISION FRANCHISE

WHEREAS, Starpower Communications, LLC D/B/A RCN ("Franchisee") owns, operates and maintains a cable television system (the "System") in Montgomery County pursuant to a cable television franchise ("Franchise") granted by the governing body of Montgomery County (the "Franchise Authority"), and Franchisee is the current duly authorized holder of the Franchise; and

WHEREAS, pursuant to a Membership Interest Purchase Agreement ("Agreement"), Radiate HoldCo, LLC ("Acquiror"), a Delaware limited liability company, and an indirect subsidiary of Radiate Holdings, L.P., a Delaware limited partnership, will purchase 100% of the membership interests of Yankee Cable Parent, LLC, a Delaware limited liability company, (which owns 100% of the ownership interests in Franchisee) from Yankee Cable Partners, LLC, a Delaware limited liability company, and, as a result, the indirect control of Franchisee will change (the "Change of Control");

WHEREAS, Franchisee and Acquiror have requested the consent of the Franchise Authority to the Change of Control in accordance with the requirements of the Franchise, have filed an FCC Form 394 with the Franchise Authority, and have provided the Franchise Authority with all information necessary to facilitate a decision by the Franchise Authority (the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of Acquiror, followed all required procedures in order to consider and act upon the Application, considered the comments of all interested parties, and finds Acquiror to be suitable to indirectly control Franchisee.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Franchise Authority hereby accepts the Application and consents to the Change of Control, all in accordance with the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Resolution, any action necessary with respect to the Change of Control has been duly and validly taken.

SECTION 3. This Resolution shall be deemed effective as of the date of its passage.

This Resolution shall have the force of a continuing agreement with Franchisee and Acquiror, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Acquiror.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

_____of _____, _____

By:_____
Title:_____

ATTEST:

_____
Title: