

respectively, 100% of the outstanding Equity Securities of such Disregarded Entity for the Specified Price. For purposes hereof, "Specified Price" means with respect to each Disregarded Entity, cash in an amount equal to the sum of (x) the product of (1) the number of Eligible Basic Subscribers (as defined in the Comcast/Adelphia Purchase Agreement or the TWC/Adelphia Purchase Agreement, as applicable) served by the Specified Systems transferred to such Disregarded Entity pursuant to this Section 6.8(d), calculated as of the Adelphia Closing as determined pursuant to Section 2.8 in the Comcast/Adelphia Purchase Agreement or Section 2.6 of the TWC/Adelphia Purchase Agreement, as applicable, for purposes of determining the Final Adjustment Amount (as defined therein) thereunder, multiplied by (2) the Comcast/Adelphia Purchase Price Per Subscriber (in the case of Specified Systems held by a Disregarded Entity to be sold by Comcast or its Affiliates) or the TWC/Adelphia Purchase Price Per Subscriber (in the case of Specified Systems held by a Disregarded Entity to be sold by TWC and its Affiliates) plus (y) the Closing Adjustment Amount in respect of such Disregarded Entity as of the Transition Closing, as determined in accordance with procedures described in Section 2.4 applied mutatis mutandis, treating such Disregarded Entity as an Adelphia Newco but assuming the amounts described in clause (i)(A) and (ii)(A) of the definition of Subscriber Adjustment Amount were zero. For purposes hereof, "Specified System" means any System as defined in clause (ii) of the definition of such term in the Comcast/Adelphia Purchase Agreement or the TWC/Adelphia Purchase Agreement that is allocated to the Group 2 Business in the Comcast/Adelphia Purchase Agreement or the TWC/Adelphia Purchase Agreement and is accounted for as of the date hereof by Adelphia as a non-primary "Cost Center" and that as of the termination of this Agreement would be inoperable or not commercially viable as an independent cable communications system without one or more material services described in Section 6.8(b) (whether due to lack of independent franchise, headend or otherwise). Each such sale and purchase shall be subject to receipt of required consents and approvals of Governmental Authorities and required material consents and approvals of other third parties, and the parties shall negotiate in good faith definitive agreements to evidence such transactions that contain representations, warranties, covenants (including indemnification provisions) and conditions substantially the same as those contained in this Agreement with respect to the Adelphia Systems mutatis mutandis.

Section 6.9 Cooperation Upon Inquiries as to Rates. Transferor Parent and Transferee Parent agree as follows:

(a) For a period of 12 months after Closing, Transferor Parent shall cooperate with and assist Transferee Parent by providing, upon request, all information in Transferor Parent's possession (and not previously provided to Transferee Parent) relating directly to the rates set forth in Schedule 4.8 or 5.8, as applicable, or the then current rates with respect to any Transferred System, if different from the rates set forth on such Schedule (or not otherwise set forth in such Schedule) or the rate on any FCC Form 393, 1200, 1205, 1210, 1220, 1235 or 1240 that Transferee Parent may reasonably require to justify such rates in response to any inquiry, order or requirement of any Governmental Authority or any Rate Regulatory Matter instituted before or after the date of this Agreement.

(b) If at any time prior to Closing (but in respect of the Adelpia Systems, after the Adelpia Closing), any Governmental Authority commences a Rate Regulatory Matter with respect to a Transferred System, the applicable Transferor Parent shall (i) promptly notify Transferee Parent, and

(ii) keep Transferee Parent informed as to the progress of any such proceeding. Without the prior written consent of Transferee Parent, which consent shall not be unreasonably withheld or delayed, Transferor Parent shall not settle any such Rate Regulatory Matter, either before or after Closing, if (A) Transferee Parent or any of Transferee Parent's Affiliates would have any obligation under such settlement, or (B) such settlement would reduce the rates permitted to be charged by Transferee Parent or any of Transferee Parent's Affiliates after Closing below the rates set forth on Schedule 4.8 or 5.8, as applicable or otherwise then in effect. Notwithstanding anything to the contrary herein, after Closing, Transferee Parent shall have the right, at its own expense, to assume control of the defense of any pending Rate Regulatory Matter, to the extent, and only to the extent, that it relates to a Transferred System transferred to Transferee Parent or its Affiliates. If Transferee Parent elects to assume control of the defense of any such Rate Regulatory Matter, Transferor Parent shall have the right to participate, at its expense, in the defense of such matter. Notwithstanding the provisions set forth in Article 10 of this Agreement, Transferee Parent may settle any such Rate Regulatory Matter only upon Transferor Parent's prior written consent, which consent shall not be unreasonably withheld or delayed, if Transferor Parent or any of its Affiliates would have any obligation with respect to such settlement in accordance with Article 10 hereof or otherwise.

(c) If at any time after Closing, any Governmental Authority commences a Rate Regulatory Matter with respect to a Transferred System transferred to Transferee Parent or its Affiliates involving any time period prior to Closing (or in the case of any Adelpia System, prior to the Closing but after the Adelpia Closing), Transferee Parent shall (i) promptly notify Transferor Parent, and (ii) keep Transferor Parent informed as to the progress of any such proceeding. Transferor Parent shall have the right to participate, at its expense, in the defense of such matter. Notwithstanding the provisions set forth in Article 10 of this Agreement, Transferee Parent may settle any such Rate Regulatory Matter only upon Transferor Parent's prior written consent, which consent shall not be unreasonably withheld or delayed, if Transferor Parent or any of its Affiliates would have any obligation with respect to such settlement in accordance with Article 10 hereof or otherwise. The rights and obligations of the parties under this Section 6.9(c) in respect of the Adelpia Systems shall be subject to the relevant Adelpia Purchase Agreement.

(d) For purposes hereof, "Rate Regulatory Matter" means any proceeding or investigation with respect to a Transferred System arising out of or related to the Cable Act (other than those affecting the cable television industry generally) dealing with, limiting or affecting the rates which can be charged by such Transferred System for programming, equipment, installation, service or otherwise.

(e) If Transferor Parent or any of its Affiliates is required pursuant to any Rate Regulatory Matter or any other Legal Requirement, settlement or otherwise to reimburse following Closing any subscribers of the Transferred Systems to

be directly or indirectly transferred by such Transferor Parent or any of its Affiliates in an Exchange for any subscriber payments previously made, including fees for cable television service, late fees and similar payments, Transferee Parent shall, at Transferor Parent's request, make such reimbursement through Transferee Parent's or its Affiliate's billing system on terms specified by Transferee Parent. In such event, Transferor Parent shall pay to Transferee Parent or its Affiliate all such payments made by Transferee Parent through its billing system. Without limiting the foregoing, Transferee Parent shall provide to Transferor Parent all information in its possession that is reasonably required by Transferor Parent in connection with such reimbursement.

Section 6.10 Updated Schedules.

(a) On one or more occasions, Transferor Parent may, at least five Business Days prior to Closing: (i) supplement Schedule 4.5(a) or 5.5(a), as applicable, to reflect leases, franchises, licenses, authorizations, consents, permits, Contracts or commitments which were entered into or obtained between the date hereof and the Closing Date not in violation of the terms of this Agreement and are required to be disclosed in Schedule 4.5(a) or 5.5(a), as applicable, in order for the representation and warranty contained in Section 4.5(a) or 5.5(a), as applicable, to be true, complete and correct, or (ii) supplement any other Schedule to this Agreement (other than the Schedules to any of Section 4.1, 4.2, 4.15, 4.18, 5.1, 5.2, 5.15 or 5.18) including, for the avoidance of doubt, 4.24 and 5.24, with additional information to the extent that it reflects events, acts or omissions that first occurred between the date hereof and the Closing Date and that are not prohibited by this Agreement to be taken, and that would have been required to be included in one or more Schedules to this Agreement in order for the representations and warranties of Transferor Parent contained in this Agreement to be true, complete and correct as of the Closing. Any such supplement to a Schedule pursuant to clause (i) above shall specifically identify each license, Contract or other item being added to Schedule 4.5(a) or 5.5(a), as applicable, and any supplement pursuant to clause

(ii) above shall be made with reasonable specificity and shall identify, to Transferor Parent's knowledge, the potential Liability associated with the relevant action, condition or event. For purposes of determining whether there is any liability on the part of Transferor Parent following Closing for breaches of its representations and warranties under this Agreement, the Schedules to this Agreement shall be deemed to include only (a) the information contained therein on the date hereof and (b) information added to such Schedules by written supplements to this Agreement delivered in accordance with the first sentence of this Section 6.10; provided, that for purposes of determining the satisfaction of the condition set forth in Section 7.1(a) or 7.2(a), as applicable, any update to the Schedules pursuant to clause (b) of this sentence shall be disregarded.

(b) In addition, if after the date that is the fifth Business Day prior to Closing, but before the Closing, Transferor Parent first becomes aware of any event, act, occurrence or omission which, if known on the fifth Business Day prior to Closing would have been permitted to be included in a supplement pursuant to clause (ii) of the foregoing paragraph, then Transferor Parent may make such supplement as provided above (in which case such supplement shall be deemed to have been made

pursuant to clause (ii) of the foregoing paragraph); provided that Transferor Parent may only utilize the rights in this paragraph on one occasion and, if Transferee Parent elects, upon receipt of any such supplement pursuant to this paragraph, the date of Closing may be delayed until the end of the next succeeding month.

Section 6.11 Certain Notices. Prior to the Closing (or, with respect to the Adelpia Systems, between the Adelpia Closing and Closing), Transferor Parent, with respect to the Transferred Systems to be directly or indirectly transferred by such Transferor Parent or its Affiliates in an Exchange, shall cause to be timely filed a request for renewal under Section 626 of the Cable Act with the proper Governmental Authority with respect to Transferred Franchises that shall expire within 36 months after any date between the date of this Agreement and Closing Date; provided that the foregoing obligation with respect to Adelpia Systems shall apply only to the extent such obligations can reasonably be fulfilled after the Adelpia Closing.

Section 6.12 Franchise Expirations. From the date hereof (or, with respect to the Adelpia Systems, from the Adelpia Closing) until Closing, Transferor Parent shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain renewals or valid extensions of any Transferred Franchises of such Transferor Parent which expire on or before June 30, 2008, in the ordinary course of business. Neither Transferor Parent nor any of its Affiliates shall agree or accede to any material modifications or amendments to or in connection with, or the imposition of any material condition to the renewal or extension of, any Transferred Franchises of such Transferor Parent or its Affiliates that are not reasonably acceptable to Transferee Parent. Transferor Parent agrees, from the date hereof (or, with respect to the Adelpia Systems, from the Adelpia Closing) until Closing, upon reasonable prior written notice, to allow representatives of Transferee Parent to attend meetings and hearings before applicable Governmental Authorities in connection with the renewal or extension of any Transferred License or Transferred Franchise of such Transferor Parent.

Section 6.13 Environmental Reports. From and after the date hereof (or, with respect to the Adelpia Systems, from and after the Adelpia Closing), Transferee Parent may upon reasonable advance written notice and during normal business hours, at Transferee Parent's expense, perform any environmental site assessments of Transferor Parent's or its Affiliate's Transferred Owned Property or Transferred Leased Property (subject to the final sentence of this Section 6.13) as Transferee Parent determines, in its sole discretion, to have performed; provided that, prior to taking any samples of soil or groundwater for testing, Transferee Parent shall have a reasonable basis for determining that such sampling is appropriate. Transferor Parent shall cooperate with all reasonable requests of Transferee Parent and its consultants with respect to the conduct of such assessments or sampling. Any assessment performed pursuant to this Section 6.13 shall to the fullest extent practicable be designed so as not to disrupt the business and operations of the Transferred Systems. Any right to perform an assessment pursuant to this Section 6.13 at a Transferred Leased Property shall be subject to Transferor Parent or its Affiliate not being prohibited from performing such assessment pursuant to the lease for such Leased Property.

Section 6.14 Commercially Reasonable Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Comcast and TWC shall, and shall cause their Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the transactions contemplated by this Agreement as promptly as practicable. Each of Comcast and the TWC agrees to, and to cause their Affiliates to, execute and deliver such other documents, certificates, agreements and other writings (including completed transfer tax returns, showing in each case a purchase price or consideration reasonably acceptable to Comcast and TWC) and to take such other commercially reasonable actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to (i) vest in Transferee Parent or its Affiliates, as applicable, the same title to the Transferred Assets (other than the Initial TWC/Adelphia Assets) that Transferor Parent (together with its Affiliates) had with respect thereto immediately prior to the Newco Transactions (other than the TWC/Adelphia Newco Transaction referred to in the third sentence of Section 2.1(a)) and (ii) vest in Comcast or its Affiliates, as applicable, the same title to the Initial TWC/Adelphia Assets that TWC (together with its Affiliates) had with respect thereto immediately following the Adelphia Closing.

Section 6.15 Post-Closing Access to Personnel Records. After the Closing Date, Transferor Parent shall, and shall cause its Affiliates to, provide Transferee Parent with access to, and the right to make copies or extracts of, pertinent information from the personnel files and records of Transferor Parent and its Affiliates relating to the applicable Transferred Employees other than Retained Native Employees in connection with litigation, administrative proceedings, payment of Taxes or any other valid business reason from time to time during normal business hours upon reasonable notice from Transferee Parent (i) with respect to matters other than matters relating to Taxes, for a period not to exceed one year from the Closing Date, or (ii) with respect to matters relating to Taxes, until the expiration of the statute of limitations applicable to such Taxes, in each case except to the extent that Transferor Parent or any of its Affiliates is required by law to keep such files and records confidential.

Section 6.16 Insurance. Transferor Parent will use commercially reasonable efforts to take such actions as are necessary to cause insurance policies of Transferor Parent and its Affiliates that immediately prior to Closing provide coverage to or with respect to the Transferred Business, the Transferred Systems or the Transferred Assets to be directly or indirectly transferred by such Transferor Parent or its Affiliates in an Exchange to continue to provide such coverage with respect to acts, omissions, and events occurring prior to the Closing (or, in the case of any Adelphia Business, Adelphia Systems or Adelphia Assets, prior to the Closing but after the Adelphia Closing) in accordance with their terms as if the Closing had not occurred; provided, that to the extent Transferor Parent takes any action with respect to its umbrella insurance policies that similarly effects all of Transferor Parent's Retained Systems but results in such insurance coverage no longer being available (other than a change denying coverage based upon a Person ceasing to be an Affiliate of Transferor Parent), Transferor Parent shall not be deemed to have breached this Section 6.16 and shall have no liability with

respect thereto. Transferor Parent will give Transferee Parent written notice of the taking of any such action if done during the first 12 months after the Closing prior to or as soon as practicable thereafter. Transferor Parent shall, and shall cause its Affiliates to, cooperate with and assist Transferee Parent, if Transferee Parent or any of its Affiliates determines to make any claim under any such policy with respect to any pre-Closing act, omission or event. Transferee Parent shall use commercially reasonable efforts to promptly notify Transferor Parent when it becomes aware of any such claim; provided, that the failure of Transferee Parent to provide such notice shall not relieve Transferor Parent of its obligations under this Section 6.16, except to the extent that Transferor Parent's or its Affiliates' rights under the applicable insurance policy are prejudiced by such failure to give notice.

Section 6.17 [Intentionally Omitted].

Section 6.18 Promotional Campaigns.

(a) Between the date hereof and the Closing, Transferor Parent and its Affiliates shall not initiate any Subscriber campaigns or promotions on a local or regional level with respect to the Native Systems of Transferor Parent or its Affiliates, other than (i) any such campaigns or promotions that are on the same terms and conditions (or on terms and conditions that are no less favorable to such Native Systems) as subscriber campaigns or promotions undertaken with respect to the relevant Native Systems during the year ended December 31, 2004 in the relevant market, (ii) with respect to the Comcast LA Native Systems, the Comcast Ohio Native Systems or the TWC Native System, any such campaigns or promotions that are not materially less favorable to such Native Systems than campaigns and promotions being conducted by the Transferee Parent and its Affiliates in the same DMA, (iii) with respect to the Comcast Dallas Native Systems, any such campaigns or promotions that are not materially less favorable to such Native Systems than campaigns and promotions being conducted by any other multiple system cable operator (other than Charter Communications and its Affiliates) in the Dallas DMA, and (iv) any such campaigns or promotions that are either (x) with respect to campaigns and promotions conducted in an overbuild area, not materially less favorable to the Native Systems than the campaigns and promotions being conducted by the applicable overbuilder or ROBC or (y) not materially less favorable to the Native Systems than those being conducted by any direct broadcast satellite providers in the same DMA (but only in the relevant market of the relevant campaign or promotion).

(b) With respect to the Adelpia Systems of Transferor Parent or its Affiliates, Transferor Parent and its Affiliates shall not, between the Adelpia Closing and the Closing, initiate or continue any subscriber campaigns or promotions (including door-to-door, inbound, outbound, retention or win-back campaigns or promotions) on a local or regional level, other than (i) such campaigns or promotions as are developed pursuant to the immediately following sentence, (ii) continuation of any such campaigns or promotions initiated by Adelpia (or, in the case of Comcast, any Transferred Joint Venture Entity) prior to the Adelpia Closing, and (iii) such other campaigns and promotions that are conducted in the ordinary course of business

consistent with Transferor Parent's Retained Systems. As soon as reasonably practicable following the Adelphia Closing, if the Closing has not occurred, Transferor Parent and Transferee Parent shall consult with each other regarding the development of subscriber campaigns and promotions to be conducted in respect of the Adelphia Systems during the period between the Adelphia Closing and the Closing.

Section 6.19 Local Retransmission Consent Agreements. On or prior to the date which is 45 days prior to the anticipated date of Closing, each Transferor Parent shall deliver to Transferee Parent a list of all Local Retransmission Consent Agreements then in effect with respect to the Native Systems (or, with respect to the Adelphia Systems, those Local Retransmission Consent Agreements entered into between the Adelphia Closing and the Closing) to be directly or indirectly transferred by such Transferor Parent or its Affiliates in an Exchange. By written notice delivered to Transferor Parent at least 30 days prior to Closing, Transferee Parent may, in its sole discretion, elect to have the applicable Newco assume (or in the case of any TWC/Adelphia Newco, terminate with no further liability to such TWC/Adelphia Newco) any one or more of such Local Retransmission Consent Agreements and, in the case of any such assumption, Transferor Parent shall use commercially reasonable efforts to obtain any required Authorizations for such assumption. The foregoing shall be subject to Section 2.1(h) to the extent any related Authorization is not obtained. Any Local Retransmission Consent Agreements which Transferee Parent elects to have assumed pursuant to this Section 6.19 shall be included in the applicable Transferred Assets. To the extent the provisions of this Section 6.19 conflict with any other provision of this Agreement, the provisions of this Section 6.19 shall control. Any Local Retransmission Consent Agreements which Transferee Parent elects to have a TWC/Adelphia Newco terminate shall constitute a TWC/Adelphia Excluded Liability.

Section 6.20 Adelphia Purchase Agreements.

(a) Capitalized terms used in this Section 6.20 and not defined in this Agreement (or, if the context otherwise requires, even if defined herein) shall have the meanings specified in the Adelphia Purchase Agreements, as applicable.

(b) Comcast shall not, and shall not permit any of its Affiliates to, terminate the Comcast/Adelphia Purchase Agreement by mutual agreement with Adelphia without TWC's consent. TWC shall not, and shall not permit any of its Affiliates to, terminate the TWC/Adelphia Purchase Agreement by mutual agreement with Adelphia without Comcast's consent.

(c) Except as would not reasonably be expected to have an adverse effect on Comcast or its Affiliates or to materially impair or delay the transactions contemplated by this Agreement, TWC shall, and shall cause its Affiliates to, take all necessary action to enforce and perform on a timely basis its and their rights and obligations set forth in the TWC/Adelphia Purchase Agreement and any related Ancillary Agreements, and shall provide Comcast with a copy of any notice delivered to TWC or its Affiliates by Adelphia under the TWC/Adelphia Purchase Agreement or any related Ancillary Agreement (to the extent such notice relates to the Group 1 Business or

addresses any matter that would reasonably be expected to have an adverse effect on the transactions contemplated by this Agreement). Except as would not reasonably be expected to have an adverse effect on TWC or its Affiliates or to materially impair or delay the transactions contemplated by this Agreement, Comcast shall, and shall cause its Affiliates to, take all necessary action to enforce and perform on a timely basis its rights and obligations set forth in the Comcast/Adelphia Purchase Agreement and any related Ancillary Agreements and the JV Documents, and shall provide TWC with a copy of any notice delivered to Comcast by Adelphia under the Comcast/Adelphia Purchase Agreement or the JV Documents (to the extent such notice relates to the Group 1 Business or addresses any matter that would reasonably be expected to have an adverse effect on the transactions contemplated by this Agreement). No Transferor Parent shall be liable under this Section 6.20(c) to the extent any breach was caused by the Transferee Parent or its Affiliates. Nothing herein shall require TWC to waive any rights under the TWC/Adelphia Purchase Agreement to the extent relating to the Group 2 Business thereunder or the Excluded Rights and Obligations, or require Comcast to waive any rights under the Comcast/Adelphia Purchase Agreement to the extent relating to the Group 2 Business thereunder or the Excluded Rights and Obligations.

(d) Except as otherwise provided in this Section 6.20, the decision by Transferor Parent or any of its Affiliates to grant any consent or waiver under, exercise any right under (including making any offer of employment, requesting information or access, designating any Contract an Assigned Contract, or taking any actions under Section 2.6 of the TWC/Adelphia Purchase Agreement or Section 2.8 of the Comcast/Adelphia Purchase Agreement) or to approve or enter into any amendment of or supplement to, the relevant Adelphia Purchase Agreement or any Ancillary Agreement to which such Transferor Parent or its Affiliate is party shall, to the extent relating to the Group 1 Business (except with respect to the Excluded Rights and Obligations) under such Adelphia Purchase Agreement (or to the extent it would otherwise adversely affect Transferee Parent or its Affiliates), be controlled by Transferee Parent, subject to the consent of Transferor Parent, such consent not to be unreasonably withheld or delayed; provided that Transferee Parent may also exercise rights regarding information, access and other matters that would not reasonably be expected to adversely affect Transferee Parent or its Affiliates. If pursuant hereto a party or its Affiliate requests information from Adelphia under Section 5.11(a) of the TWC/Adelphia Purchase Agreement or Section 5.9(a) of the Comcast/Adelphia Purchase Agreement, such party or its Affiliate shall be responsible for all costs to be reimbursed to Adelphia thereunder; provided, that with respect to any such information that is likely to be needed by members of both the TWC Group and the Comcast Group, the parties shall reasonably cooperate to minimize the costs thereunder and negotiate in good faith an equitable sharing of such costs. For the avoidance of doubt, TWC shall remain solely liable for all costs under Section 5.19 of the TWC/Adelphia Purchase Agreement.

(e) If, at any time after the Closing, any Comcast Group Member is entitled to receive a payment out of the Escrow Account established in connection with the TWC/Adelphia Purchase Agreement in the form of assets other than cash, TWC or its Affiliate and such Comcast Group Member shall immediately after such payment is made effect an exchange pursuant to which such Comcast Group Member

exchanges such non-cash assets with TWC or its Affiliate for a payment in cash in an amount equal to the difference between the total amount that would have been payable to such Comcast Group Member out of the Escrow Account if such amount would have been paid in cash (for the avoidance of doubt, each share of Parent Class A Common Stock shall be valued at the Per Share Value of Purchase Shares, as such terms are defined in the TWC/Adelphia Purchase Agreement, adjusted appropriately to reflect any stock splits, reverse stock splits, stock dividends, recapitalizations or similar actions affecting the Parent Class A Common Stock after the Adelphia Closing) and the portion of such amount (if any) that was paid in cash (a "Cash Reconciliation"). The parties agree (a) that any such Cash Reconciliation shall be treated for Tax purposes as if the Comcast Group Member received a cash payment out of the Escrow Account in the total amount payable to such Comcast Group Member (and as if the Comcast Group did not receive any such non-cash consideration) and (b) not to report or take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment unless required by a change in applicable Tax law or a good faith resolution of a contest.

(f) The parties will cooperate with each other in connection with the satisfaction of their respective obligations under Section 5.6 of the TWC/Adelphia Purchase Agreement and Section 5.3 of the Comcast/Adelphia Purchase Agreement.

(g) Following the Closing for a period not to exceed two years, subject to applicable law, TWC shall, and shall cause its Affiliates to, provide Comcast and its Affiliates with reasonable cooperation in respect of the investigation and pursuit by Comcast and its Affiliates of the Retained Claims (as defined in the Comcast/Adelphia Purchase Agreement), including providing Comcast and its Affiliates and their respective authorized representatives with reasonable access, during regular business hours and upon reasonable advance notice, to the books and records of the Comcast/Adelphia Business to the extent relating to the Retained Claims (other than any Excluded Books and Records (as defined in the Comcast/Adelphia Purchase Agreement)); provided, however, that

(i) the foregoing shall not unreasonably interfere with the operations (including the post-Closing integration efforts with the TWC Group) of the Comcast/Adelphia Business and (ii) the rights of Comcast and its Affiliates hereunder are subject to the establishment of a system reasonably acceptable to TWC to allow TWC to readily identify and distinguish Excluded Books and Records of the Comcast/Adelphia Business from other books and records of such business, and the receipt by TWC of confirmation from Adelphia that such system has been approved by it under Section 5.23 of the Comcast Adelphia Asset Purchase Agreement. Comcast shall reimburse TWC for the reasonable costs and expenses incurred by TWC and its Affiliates pursuant to this Section 6.20(g).

(h) The parties acknowledge and agree that certain amounts to be received under the Adelphia Purchase Agreements (such as (i) Condemnation Proceeds, Insurance Claims and certain other amounts excluded from the definition of "Current Assets" and (ii) indemnity payments under the Adelphia Purchase Agreements) and certain liabilities to be assumed under the Adelphia Purchase Agreements (such as the liabilities excluded from the definition of "Total Liabilities" under clause (a)(i) of the

second proviso to such definition) are, to the extent related to the Group 1 Business, generally intended to be treated as assets or liabilities, as the case may be, of the Group 1 Business in respect of periods prior to the Adelpia Closing and are intended to benefit or burden, as the case may be, the Group 1 Business in the hands of the Transferee. If the Closing does not occur on the same day as the Adelpia Closing, the parties agree to cooperate in good faith to properly account for any such assets and liabilities (and (i) any purchase orders or current assets to be acquired thereunder, and (ii) Liabilities under Sale Bonus Programs, in each case that are taken into account in determining any Closing Net Liabilities Adjustment Amount (as defined in the Adelpia Purchase Agreements)) in connection with determining the Net Liabilities Adjustment Amounts hereunder.

(i) TW NY will not waive the condition set forth in Section 6.1(i) of the TWC/Adelpia Purchase Agreement. Comcast will not waive the condition set forth in Section 6.1(g) of the Comcast/Adelpia Purchase Agreement.

(j) If, pursuant to Section 5.20 of the Comcast/Adelpia Purchase Agreement, the Palm Beach Joint Venture is treated as part of the Group 1 Business for purposes of Article VII thereof, the rights and interests of the Comcast Group under, and the Liabilities of the Comcast Group arising under, the Comcast/Adelpia Purchase Agreement and the Ancillary Agreements (as defined in the Comcast/Adelpia Purchase Agreement) to the extent relating to the Palm Beach Joint Venture shall not constitute Comcast/Adelpia Assets or Comcast/Adelpia Assumed Liabilities, respectively, and shall be Comcast/Adelpia Excluded Assets and Comcast/Adelpia Excluded Liabilities, respectively. If, pursuant to such rights and interests, any Comcast Group Member (or any other Buyer Indemnified Party (as defined in the Comcast/Adelpia Purchase Agreement) associated with any Comcast Group Member) recovers any Losses (as defined in the Comcast/Adelpia Purchase Agreement) pursuant to Section 7.2(a)(i) of the Comcast/Adelpia Purchase Agreement in respect of the Palm Beach Joint Venture (a "Palm Beach Indemnification Payment") and, as a result of such Palm Beach Indemnification Payment, any recovery that any TWC Group Member (or any other Buyer Indemnified Party associated with any TWC Group Member) would otherwise be entitled to receive (disregarding any such recovery by any Comcast Group Member or any other such Buyer Indemnified Party) from Adelpia under such Section is reduced (as a result of the Group 1 Cap Amount (as defined in the Comcast/Adelpia Purchase Agreement)), then Comcast or such Affiliate shall pay the amount of such reduced recovery (not to exceed the amount of the Palm Beach Indemnification Payment) to TWC or its Affiliate (as directed by TWC).

(k) If, as of any time following the Closing, the Buyer Indemnified Parties that have made claims to recover Losses in respect of the Group 1 Business (as such terms are defined in the relevant Adelpia Purchase Agreement) pursuant to Section 7.2(a)(i) of the Comcast/Adelpia Purchase Agreement include both Comcast Group Members and TWC Group Members (or, in each case, any other Buyer Indemnified Parties associated with such Group Members), each such Buyer Indemnified Party shall be entitled to receive a pro rata share of the aggregate amount of Losses which all such Buyer Indemnified Parties are entitled to receive pursuant to such Section 7.2(a)(i), after taking into account the limitations contained in Section 7.2(b)(i) of such

Adelphia Purchase Agreement (such pro rata share to be determined based on the amount of Losses to which such Buyer Indemnified Party is entitled as a proportion of the aggregate amount of Losses to which all such Buyer Indemnified Parties are entitled, in each case disregarding the limitations contained in such Section 7.2(b)(i)); provided that if as a result of the foregoing any recovery that any TWC Group Member (or any other Buyer Indemnified Party associated with any TWC Group Member) would otherwise be entitled to receive (disregarding any recovery by any Comcast Group Member or any other Buyer Indemnified Party associated therewith) from Adelphia under Section 7.2(a)(i) of the Comcast/Adelphia Purchase Agreement is reduced, then Comcast shall, or shall cause its Affiliates to, pay the amount of such reduced recovery to TWC or its Affiliate (as directed by TWC) (not to exceed the amount recovered under such Section 7.2(a)(i) by the Comcast Group Members and any other Buyer Indemnified Parties associated therewith). This shall not apply to any Losses to which any Buyer Indemnified Party is entitled under the Comcast/Adelphia Purchase Agreement pursuant to an exercise of the rights and interests referred to in Section 6.20(j).

(l) At or immediately following the Closing, each of Comcast and TWC shall execute and deliver an agreement with Adelphia pursuant to which such party agrees to perform and be bound by (i) in the case of Comcast, all of the Liabilities assumed pursuant to this Agreement by Comcast or its Affiliates (including the TWC Newcos) arising under the TWC/Adelphia Purchase Agreement and the Ancillary Agreements (as defined in the TWC/Adelphia Purchase Agreement) and (ii) in the case of TWC, all of the Liabilities assumed pursuant to this Agreement by TWC or its Affiliates (including the Comcast Newcos) arising under the Comcast/Adelphia Purchase Agreement and the Ancillary Agreements (as defined in the Comcast/Adelphia Purchase Agreement).

(m) No party shall be treated as being in breach of, or having breached, any covenant hereunder with respect to the Adelphia Systems or the Adelphia Assets as a result of circumstances with respect to such Adelphia Systems or Adelphia Assets existing as of the Adelphia Closing to the extent such circumstances were reasonably beyond such party's control and such party uses all commercially reasonable efforts to remedy such matter as promptly as possible.

(n) Comcast shall not, and shall not permit any of its Affiliates to, amend, modify, terminate or waive any rights under, or authorize any of the foregoing with respect to, the JV Documents in a manner that would reasonably be expected to adversely impact TWC or the Transferred Joint Venture Entities in any material respect, or to materially prejudice or delay its rights hereunder, in each case without TWC's prior consent.

(o) The parties agree to use good faith efforts to coordinate closing efforts with Adelphia so as to minimize duplicative costs and expenses and further agree that any payments to Adelphia for reimbursement of Adelphia's out-of-pocket or incremental costs under Section 5.3(f), (g) or (h) of the Comcast/Adelphia Purchase Agreement or under Section 5.6(f), (g) or (i) of the TWC/Adelphia Purchase Agreement shall be shared 83% by TWC and 17% by Comcast (it being understood that

the parties shall promptly upon request make appropriate payments to each other to effect such sharing following any reimbursement thereunder to Adelphia).

(p) If the Closing Capital Expenditure Amount (as defined in the TWC/Adelphia Purchase Agreement and as determined pursuant to Section 2.6 of the TWC/Adelphia Purchase Agreement for purposes of determining the Final Adjustment Amount (as defined therein) thereunder) for the Group 2 Business (as defined in the TWC/Adelphia Purchase Agreement) reflects less than the amount of capital expenditures included in Component 1 of the "Calcutta Budget" (as set forth on Schedule 5.2(s) of the Seller Disclosure Schedules to the TWC/Adelphia Purchase Agreement), TWC shall pay to Comcast 17% of the amount of such deficiency promptly following the satisfaction of the Subsequent Adjustment Amount as contemplated by Section 2.6 of the TWC/Adelphia Asset Purchase Agreement.

Section 6.21 Adelphia Shared Assets; Mistaken Allocations.

(a) Capitalized terms used in this Section 6.21 and not defined have the meanings specified in the Adelphia Purchase Agreements. With respect to any Shared Assets and Liabilities (including Contracts) that are not allocated pursuant to Schedule 6.21(b) ("Unallocated Items"), TWC and Comcast agree to cooperate in good faith and use all commercially reasonable efforts to agree, within 120 days following the date hereof, to a specific system of identifying and allocating such assets and liabilities between the parties and their respective Affiliates, as well a method of making decisions regarding contract selection and other decisions with regard to the directions to be provided to Adelphia under the Adelphia Purchase Agreements, with the general principle being that the parties intend to minimize transaction costs and expenses and avoid incremental costs from the foregoing principles to the extent reasonable. Unless the parties otherwise agree, the Unallocated Items (other than the Adelphia call center in Vermont) that are utilized at the "area" or "local" level will be shared on the basis of the relative numbers of subscribers served by or benefitting from such Unallocated Items while the remainder of Unallocated Items and the Adelphia call center in Vermont will be allocated on the basis of an 83%/17% split between TWC and Comcast, respectively. For the avoidance of doubt, the foregoing allocation includes both the benefits and the burdens of the Unallocated Items. In the event of a dispute as to the value or amount of the benefit or burden in respect of a given Unallocated Item, Comcast and TWC will retain a mutually acceptable third party appraiser to make such determination, the decision of such appraiser shall be final and binding and the costs of such appraiser shall be divided. The parties also agree to work together in good faith to determine whether any equitable adjustments are appropriate in light of the purchase price adjustments and other terms under the Adelphia Purchase Agreements.

(b) The Shared Assets and Liabilities set forth on Schedule 6.21(b) shall be allocated to TWC and Comcast as described on such schedule.

(c) The parties also agree that the process with respect to Contracts relating solely to either the TWC/Adelphia Business or solely to the Comcast/Adelphia Business shall be designated as "Assigned Contracts" under the

Adelphia Purchase Agreements and allocated between the Transferors and Transferees hereunder as set forth on Schedule 6.21(c).

(d) All patents included in the Unallocated Items shall be jointly owned by TWC and Comcast or their respective designees, with each party having full rights thereto. Domain names shall be allocated to TWC provided that Comcast and its Affiliates shall be entitled to receive continuing use of e-mail accounts and redirects to a new website for such reasonable period as Comcast requests. All other intellectual property included in the Unallocated Items will be owned by TWC, provided that Comcast and its Affiliates will be entitled to a royalty free, perpetual, world-wide freely assignable license thereto.

(e) Transferred Investments in ad-interconnects will be allocated to the systems to which they primarily relate.

Section 6.22 Additional Financial Information.

(a) Comcast shall use its commercially reasonable efforts, and shall cause each of its Affiliates to use its commercially reasonable efforts, to provide TWC and its Affiliates with financial statements and related information (collectively, "Comcast Financial Information") sufficient to permit any of them to fulfill their obligations to include financial disclosure relating to the Comcast Transferred Systems (to the extent in the possession of Comcast or its Affiliates or their respective representatives and advisors), on a timely basis under the Exchange Act and, if any of them undertakes an offering of securities prior to Closing, the Securities Act. If some or all of the Comcast Financial Information is included in or incorporated by reference into a prospectus for an offering of securities by TWC or any of its Affiliates prior to the Closing, Comcast shall use its commercially reasonable efforts to cause the independent auditors of Comcast to provide customary assistance to TWC and its Affiliates and its underwriters in connection with such financing, including the provision of consent and comfort letters addressed to the SEC, comfort letters addressed to the underwriters, participation in due diligence matters with respect to such offering and assistance in responding to comments or questions from the SEC with respect to the Comcast Financial Information. Time Warner Cable shall reimburse Comcast for the reasonable costs and expenses incurred by the Comcast Group pursuant to this Section 6.22(a), including reasonable out-of-pocket costs and expenses. Comcast shall give TWC reasonable advance notice of the type and amount of such costs and expenses prior to the incurrence thereof.

(b) Time Warner Cable shall use its commercially reasonable efforts to, and shall cause each of its Affiliates to use its commercially reasonable efforts to, provide Comcast and its Affiliates with financial statements and related information (collectively, "Time Warner Cable Financial Information") sufficient to permit any of them to fulfill their obligations to include financial disclosure relating to the TWC Transferred Systems (to the extent in the possession of TWC or its Affiliates or their respective representatives and advisors), on a timely basis under the Exchange Act and, if any of them undertakes an offering of securities prior to Closing, the Securities Act. If

some or all of the Time Warner Cable Financial Information is included in or incorporated by reference into a prospectus for an offering of securities by Comcast or any of its Affiliates prior to the Closing, Time Warner Cable shall use its commercially reasonable efforts to cause the independent auditors of Time Warner Cable to provide customary assistance to Comcast and its Affiliates and its underwriters in connection with such financing, including the provision of consent and comfort letters addressed to the SEC, comfort letters addressed to the underwriters, participation in due diligence matters with respect to such offering and assistance in responding to comments or questions from the SEC with respect to the Time Warner Cable Financial Information. Comcast shall reimburse Time Warner Cable for the reasonable costs and expenses incurred by the TWC Group pursuant to this Section 6.22(b), including reasonable out-of-pocket costs and expenses. TWC shall give Comcast reasonable advance notice of the type and amount of such costs and expenses prior to the incurrence thereof.

Section 6.23 Newco Disregarded Entities. Comcast and its Affiliates and Time Warner Cable and its Affiliates shall not take any action that would cause a Comcast Newco or a TWC Newco, respectively, to be treated as an entity that is separate and apart from the Transferor of such Newco for U.S. federal income tax purposes.

Section 6.24 Certain Consultation Obligations. Prior to the Adelphia Closing and, if the Closing does not occur on the same date as the Adelphia Closing, from time to time after the Adelphia Closing and prior to the Closing, Transferor Parent shall, with respect to the Adelphia Systems to be acquired by such Transferor Parent or its Affiliates pursuant to the relevant Adelphia Purchase Agreement, consult with Transferee Parent to the extent permitted by applicable law with respect to (i) the development of capital and operating budgets for such Adelphia Systems and (ii) the rates to be charged for the services of such Adelphia Systems.

Section 6.25 Ordinary Course from Closing to Closing Time. During the time between the Closing and the Closing Time, each Transferee Parent and its Affiliates shall operate or cause to be operated the Transferred Systems and Transferred Assets transferred to such Transferee Parent or its Affiliates at the Closing in the usual, regular and ordinary course and shall not take any action for the purpose of changing the calculation of the Closing Adjustment Amount with respect to any Newco.

Section 6.26 Urban Purchase. TWC shall use its commercially reasonable efforts to consummate the Urban Purchase as soon as practicable after the date hereof and prior to the Closing.

ARTICLE 7 CONDITIONS PRECEDENT

Section 7.1 Conditions to the Comcast Parties' Obligations. The obligations of each Comcast Party to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, which may be waived by Comcast:

(a) Accuracy of Representations and Warranties. The representations and warranties in Sections 5.1, 5.2, 5.3, 5.14, 5.18, 5.23 and 5.25 (the "Class 1 TWC Representations and Warranties" and all other representations and warranties contained in Article 5, the "Class 2 TWC Representations and Warranties") that are qualified as to materiality or Material Adverse Effect shall be true and correct, and the Class 1 TWC Representations and Warranties that are not so qualified shall be true and correct in all material respects, in each case, at the time made and as of the Closing Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date). The Class 2 TWC Representations and Warranties shall be true and correct (without giving effect to any materiality or Material Adverse Effect qualifiers set forth therein) at the time made and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of such Class 2 TWC Representations and Warranties to be true and correct has not and would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Agreements. Each TWC Party shall have performed in all material respects all obligations and agreements of such TWC Party under, and shall have complied in all material respects with all covenants of such TWC Party in, this Agreement and any Transaction Document to which such TWC Party is a party to be performed and complied with by it at or before Closing.

(c) Officer's Certificate. Comcast has received a certificate executed by an executive officer of TWC, dated as of Closing, reasonably satisfactory in form and substance to Comcast, certifying that the conditions specified in Section 7.1(a) and (b) have been satisfied as of Closing.

(d) Legal Proceedings. There is no Legal Requirement, and no Judgment has been entered and not vacated by any Governmental Authority of competent jurisdiction in any Litigation or arising therefrom, which (i) enjoins, restrains, makes illegal or prohibits consummation of the transactions contemplated by this Agreement or by any Transaction Document (other than any such matter having only an immaterial effect and that does not impose criminal liability or penalties) or (ii) requires separation or divestiture by the Comcast Group of all or any significant portion of the TWC Transferred Assets after Closing or otherwise materially and adversely affects the operation of the TWC Transferred Systems (other than applicable to the cable industry in general), and there is no Litigation pending which was commenced by any Governmental Authority (other than a Franchising Authority) seeking, or which if successful would have the effect of, any of the foregoing, provided, that the failure to obtain a consent relating to a Transferred Franchise shall not be considered to enjoin, restrain, make illegal or prohibit consummation of the transactions contemplated by this Agreement or by any Transaction Document.

(e) Opinion of FCC Counsel. Comcast has received an opinion regarding the TWC Native System of Bryan Cave LLP, special FCC counsel to TWC,

dated as of Closing, in form and substance reasonably satisfactory to Comcast (the "TWC FCC Counsel Opinion").

(f) HSR Act Waiting Period. The waiting period under the HSR Act with respect to the transactions contemplated by this Agreement has expired or been terminated.

(g) Consents. Comcast has received evidence, in form and substance reasonably satisfactory to it, that all of the TWC Required Consents (other than in respect of the TWC Transferred Franchises, which are addressed in Section 7.1(j)), have been obtained and are in effect.

(h) TWC Title Policies. TWC shall have delivered to Comcast ALTA extended coverage owners' policies of title insurance, or the local equivalent, dated as of the Closing Date and issued by the Title Company (the "TWC Native Title Policies"), insuring, subject only to Permitted Liens, the applicable TWC Newco's fee or leasehold title in each parcel of the TWC Native Owned Property and the TWC Native Leased Property with respect to which a Title Commitment was required pursuant to Section 6.5 deleting or modifying to the reasonable satisfaction of Comcast the Schedule B standard printed exceptions (other than Permitted Liens, and other than the survey exception or any similar exception with respect to properties for which no survey is obtained), and other than any other exception the deletion of which would require TWC to give any affidavit or undertaking which would make representations or impose obligations more onerous than those made or set forth elsewhere in this Agreement, including gap coverage, and deleting or insuring over (subject to Section 6.5), any Title Defects, or irrevocable Title Commitments of the Title Company to issue such TWC Native Title Policies; provided, that the TWC Group's inability or failure to provide the TWC Group Native Title Policies (or Title Commitments to issue the same) shall not constitute a violation of the condition set forth in this Section 7.1(h) if the Liens, or other matters relating to title, giving rise to such inability would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) Documents and Records. TWC shall have delivered to Comcast all of the TWC Transferred Books and Records. Delivery of the foregoing shall be deemed made to the extent such lists, files and records are then located at any of the offices included in the TWC Owned Property or TWC Leased Property.

(j) Franchise Required Consents. The aggregate number of Individual Subscribers served by the TWC Transferred Systems in the Service Areas that are, as of the Closing, Transferable Service Areas shall be at least 90% of the Individual Subscribers served by the TWC Transferred Systems at such time (the "TWC Required Threshold"); provided that if any portion of the TWC Transferred Systems containing active headends is not within such Transferable Service Areas as of the Closing, then any other portion of the TWC Transferred Systems served by such headends shall be deemed not to be included in such Transferable Service Areas.

(k) Adelpia Acquisition. The closing under each of the Adelpia Purchase Agreements shall have occurred. For the avoidance of doubt, the closing of the transactions contemplated by the Comcast/Adelpia Asset Purchase Agreement pursuant to Section 5.15 of the TWC/Adelpia Asset Purchase Agreement shall not constitute the closing under the Comcast/Adelpia Asset Purchase Agreement for purposes of this Section 7.1(k).

(l) Schedule Update. TWC shall not have exercised its right to update any Schedule to this Agreement pursuant to clause (ii) of the first sentence of Section 6.10.

(m) TWC Financial Information. TWC shall have delivered all of the TWC Financial Information reasonably required to permit Comcast to comply with its obligations under Form 8-K under the Exchange Act with respect to the transactions provided for herein.

Section 7.2 Conditions to the TWC Group's Obligations. The obligations of each TWC Party to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, which may be waived by TWC:

(a) Accuracy of Representations and Warranties. The representations and warranties in Sections 4.1, 4.2, 4.3, 4.14, 4.18, 4.23 and 4.25 (the "Class 1 Comcast Representations and Warranties" and all other representations and warranties contained in Article 4, the "Class 2 Comcast Representations and Warranties") that are qualified as to materiality or Material Adverse Effect shall be true and correct, and the Class 1 Comcast Representations and Warranties that are not so qualified shall be true and correct in all material respects, in each case, at the time made and as of the Closing Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date). The Class 2 Comcast Representations and Warranties shall be true and correct (without giving effect to any materiality or Material Adverse Effect qualifiers set forth therein) at the time made and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of such Class 2 Comcast Representations and Warranties to be true and correct has not and would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Agreements. Each Comcast Party shall have performed in all material respects all obligations and agreements of such Comcast Party under, and shall have complied in all material respects with all covenants of such Comcast Party in, this Agreement and any Transaction Document to which such Comcast Party is a party to be performed and complied with by it at or before Closing.

(c) Officer's Certificate. TWC has received a certificate executed by an executive officer of Comcast, dated as of Closing, reasonably satisfactory in form and substance to TWC, certifying that the conditions specified in Sections 7.2(a) and (b) have been satisfied as of Closing.

(d) Legal Proceedings. There is no Legal Requirement, and no Judgment has been entered and not vacated by any Governmental Authority of competent jurisdiction in any Litigation or arising therefrom, which (i) enjoins, restrains, makes illegal or prohibits consummation of the transactions contemplated by this Agreement or by any Transaction Document (other than any such matter having only an immaterial effect and that does not impose criminal liability or penalties) or (ii) requires separation or divestiture by the TWC Group of all or any significant portion of the Comcast Transferred Assets after Closing or otherwise materially and adversely affects the operation of the Comcast Transferred Systems (other than applicable to the cable industry in general), and there is no Litigation pending which was commenced by any Governmental Authority (other than a Franchising Authority) seeking, or which if successful would have the effect of, any of the foregoing, provided, that the failure to obtain a consent relating to a Transferred Franchise shall not be considered to enjoin, restrain, make illegal or prohibit consummation of the transactions contemplated by this Agreement or by any Transaction Document.

(e) Opinion of FCC Counsel. TWC has received an opinion regarding the Comcast Native Systems of Cole, Raywid and Braverman, LLP, special FCC counsel to Comcast, dated as of Closing, in form and substance reasonably satisfactory to TWC (the "Comcast FCC Counsel Opinion").

(f) HSR Act Waiting Period. The waiting period under the HSR Act with respect to the transactions contemplated by this Agreement has expired or been terminated.

(g) Consents. TWC has received evidence, in form and substance reasonably satisfactory to it, that all of the Comcast Required Consents (other than in respect of the Comcast Transferred Franchises, which are addressed in Section 7.2(j)), have been obtained and are in effect.

(h) Comcast Title Policies. Comcast shall have delivered to TWC ALTA extended coverage owners' policies of title insurance, or the local equivalent, dated as of the Closing Date and issued by the Title Company (the "Comcast Native Title Policies"), insuring, subject only to Permitted Liens, the applicable Comcast Newco's fee or leasehold title in each parcel of the Comcast Native Owned Property and the Comcast Native Leased Property with respect to which a Title Commitment was required pursuant to Section 6.5 deleting or modifying to the reasonable satisfaction of TWC the Schedule B standard printed exceptions (other than Permitted Liens, and other than the survey exception or any similar exception with respect to properties for which no survey is obtained), and other than any other exception the deletion of which would require Comcast to give any affidavit or undertaking which would make representations or impose obligations more onerous than those made or set forth elsewhere in this Agreement, including gap coverage, and deleting or insuring over (subject to Section 6.5) any Title Defects, or irrevocable Title Commitments of the Title Company to issue such Comcast Native Title Policies; provided, that the Comcast Group's inability or failure to provide the Comcast Group Native Title Policies (or Title Commitments to issue the same) shall not constitute a violation of the condition set forth in this Section 7.2(h) if the

Liens, or other matters relating to title, giving rise to such inability would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) Documents and Records. Comcast shall have delivered to TWC all of the Comcast Transferred Books and Records. Delivery of the foregoing shall be deemed made to the extent such lists, files and records are then located at any of the offices included in the Comcast Owned Property or Comcast Leased Property.

(j) Franchise Required Consents. The aggregate number of Individual Subscribers served by the Comcast Transferred Systems in the Service Areas that are, as of the Closing, Transferable Service Areas shall be at least 90% of the Individual Subscribers served by the Comcast Transferred Systems at such time (the "Comcast Required Threshold"); provided that if any portion of the Comcast Transferred Systems containing active headends is not within such Transferable Service Areas as of the Closing, then any other portion of the Comcast Transferred Systems served by such headends shall be deemed not to be included in such Transferable Service Areas.

(k) Adelpia Acquisition. The closing under each of the Adelpia Purchase Agreements shall have occurred. For the avoidance of doubt, the closing of the transactions contemplated by the Comcast/Adelpia Asset Purchase Agreement pursuant to Section 5.15 of the TWC/Adelpia Asset Purchase Agreement shall not constitute the closing under the Comcast/Adelpia Asset Purchase Agreement for purposes of this Section 7.2(k).

(l) Schedule Update. Comcast shall not have exercised its right to update any Schedule to this Agreement pursuant to clause (ii) of the first sentence of Section 6.10.

(m) Comcast Financial Information. Comcast shall have delivered all of the Comcast Financial Information reasonably required to permit TWC and TWX to comply with their respective obligations under Form 8-K under the Exchange Act with respect to the transactions provided for herein.

ARTICLE 8 CLOSING

Section 8.1 Closing; Time and Place. Subject to the following sentence, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at a time and location mutually determined by Comcast and TWC on the date of the Adelpia Closing; provided that if, as of such date, all conditions set forth in Sections 7.1 and 7.2 have not been satisfied or waived in writing by the party entitled to the benefit of each such condition (except for conditions to be satisfied at Closing that will be satisfied at Closing), then the Closing shall occur on the last Business Day of the calendar month in which all conditions set forth in Sections 7.1 and 7.2 have either been satisfied or waived in writing by the party entitled to the benefit of each such condition (except for conditions to be satisfied at Closing that will be satisfied at Closing), unless

such conditions have not been so satisfied or waived (except for conditions to be satisfied at Closing that will be satisfied at Closing) by the fifth Business Day preceding the last Business Day of such calendar month, in which case the Closing shall take place on the last Business Day of the next calendar month (or such later date as agreed by the parties). In no event shall the Closing take place prior to the consummation of the Adelphia Closings.

Section 8.2 TWC Group's Obligations. At Closing, TWC shall deliver or cause to be delivered to Comcast the following:

(a) Closing Adjustment Amount. If the net amount payable pursuant to Section 2.1(e)(ii) and Section 2.1(e)(iii)(B), if applicable, in respect of any Exchange is payable to any Comcast Transferor or Comcast Transferee, the relevant TWC Transferor or TWC Transferee, as the case may be, shall make such payment by wire transfer of immediately available funds to the account designated by the relevant Comcast Transferor or Comcast Transferee.

(b) Bills of Sale and Assignment and Instruments of Assumption. The executed Bills of Sale and Assignment and Instruments of Assumption with respect to the transactions contemplated hereby, and such other instruments of transfer or assignment as may be reasonably necessary to effect the transactions contemplated hereby (excluding those delivered pursuant to Section 8.2(c) and (j)).

(c) Deeds and Other Real Estate Transfer Documents. Special warranty deeds conveying to the applicable TWC Newcos, subject only to the exceptions reflected on the TWC Native Title Policies (if such TWC Native Title Policies have been obtained, or, if such TWC Native Title Policies have not been obtained, subject only to such exceptions as are consistent with the representation set forth in Section 5.4 hereof), each parcel of the TWC Native Owned Property, assignments of leases of TWC Native Leased Property and such other documents as may be reasonably necessary to convey other TWC Native Real Property Interests, in each case, in form and substance reasonably satisfactory to Comcast, provided that in no event shall the warranties in such deed create any greater liability or liability to any other Person on the part of the grantor in excess of that provided for under the other provisions of this Agreement.

(d) TWC Title Policies. TWC Native Title Policies with such deletions or modifications as are required pursuant to Section 7.1(h).

(e) Officer's Certificate. The certificate described in Section 7.1(c).

(f) TWC FCC Counsel Opinion. The TWC FCC Counsel Opinion.

(g) Lien Releases. Evidence reasonably satisfactory to Comcast that all Liens (other than Permitted Liens) affecting or encumbering the TWC Native Assets have been terminated, released or waived or insured over as contemplated

under (and only to the extent required under) Section 6.5 (in the case of the TWC Native Real Property Interests), as appropriate, or original, executed instruments in form and substance reasonably satisfactory to Comcast effecting such terminations, releases or waivers; provided, that Time Warner Cable's inability or failure to obtain the termination, release, or waiver of any such Liens or to insure over any such Liens shall not constitute a failure to perform the obligations set forth in this Section 8.2(g) if the existence of the Liens would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(h) FIRPTA Certificate. FIRPTA Non-Foreign Seller Certificate certifying that each TWC Transferor is not a foreign person within the meaning of Section 1445 of the Code, reasonably satisfactory in form and substance to Comcast.

(i) Power of Attorney for Accounts Receivable. The limited, irrevocable right, in TWC's and its Controlled Affiliates' name, place and stead, as TWC's and its Controlled Affiliates' attorney-in-fact, to cash, deposit, endorse or negotiate checks received on or after the Closing Date made out to TWC or any of its Controlled Affiliates in payment for cable services provided by the TWC Transferred Systems and written instructions to TWC's and its Controlled Affiliates' lock-box service provider or similar agents to promptly forward to the applicable TWC Newco all such cash, deposits and checks representing accounts receivable of the TWC Transferred Systems that it or they may receive. From and after the Closing, TWC and its Controlled Affiliates shall not deposit but shall promptly remit to the applicable TWC Newco any payment received by TWC or any of its Controlled Affiliates on or after the Closing Date in respect of any such account receivable.

(j) TWC Newco Interests. Instruments of transfer transferring all limited liability company interests of each TWC Newco reasonably satisfactory in form and substance to Comcast.

(k) Adelphia Closing Documents. The Adelphia Closing Documents, to the extent relating to the TWC/Adelphia Systems or the TWC/Adelphia Business, in form and substance reasonably acceptable to Comcast.

(l) Other. Such other documents and instruments as may be reasonably necessary to effect the intent of this Agreement and consummate the transactions contemplated hereby.

Section 8.3 Comcast Group's Obligations. At Closing, Comcast shall deliver or cause to be delivered to TWC the following:

(a) Closing Adjustment Amount. If the net amount payable pursuant to Section 2.1(e)(ii) in respect of any Exchange is payable to any TWC Transferor or TWC Transferee, the relevant Comcast Transferor or Comcast Transferee, as the case may be, shall make such payment by wire transfer of immediately available funds to the account designated by the relevant TWC Transferor or TWC Transferee.

(b) Bills of Sale and Assignment and Instruments of Assumption. The executed Bills of Sale and Assignment and Instruments of Assumption with respect to the transactions contemplated hereby, and such other instruments of transfer or assignment as may be reasonably necessary to effect the transactions contemplated hereby (excluding those delivered pursuant to Section 8.3(c) and (j)).

(c) Deeds and Other Real Estate Transfer Documents. Special warranty deeds conveying to the applicable Comcast Newcos, subject only to the exceptions reflected on the Comcast Native Title Policies (if such Comcast Native Title Policies have been obtained, or, if such Comcast Native Title Policies have not been obtained, subject only to such exceptions as are consistent with the representation set forth in Section 4.4 hereof), each parcel of the Comcast Native Owned Property, assignments of leases of Comcast Native Leased Property and such other documents as may be reasonably necessary to convey other Comcast Native Real Property Interests, in each case, in form and substance reasonably satisfactory to TWC, provided that in no event shall the warranties in such deed create any greater liability or liability to any other Person on the part of the grantor in excess of that provided for under the other provisions of this Agreement.

(d) Comcast Title Policies. Comcast Native Title Policies with such deletions or modifications as are required pursuant to Section 7.2(h).

(e) Officer's Certificate. The certificate described in Section 7.2(c).

(f) Comcast FCC Counsel Opinion. The Comcast FCC Counsel Opinion.

(g) Lien Releases. Evidence reasonably satisfactory to TWC that all Liens (other than Permitted Liens) affecting or encumbering the Comcast Native Assets have been terminated, released or waived, or insured over as contemplated under (and only to the extent required under) Section 6.5 (in the case of the Comcast Native Real Property Interests) as appropriate, or original, executed instruments in form and substance reasonably satisfactory to TWC effecting such terminations, releases or waivers; provided, that Comcast's inability or failure to obtain the termination, release, or waiver of any such Liens or to insure over any such Liens shall not constitute a failure to perform the obligations set forth in this Section 8.3(g) if the existence of the Liens would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(h) FIRPTA Certificate. FIRPTA Non-Foreign Seller Certificate certifying that each Comcast Transferor is not a foreign person within the meaning of Section 1445 of the Code, reasonably satisfactory in form and substance to TWC.

(i) Power of Attorney for Accounts Receivable. The limited, irrevocable right, in Comcast's and its Controlled Affiliates' name, place and stead, as

Comcast's and its Controlled Affiliates' attorney-in-fact, to cash, deposit, endorse or negotiate checks received on or after the Closing Date made out to Comcast or any of its Controlled Affiliates in payment for cable services provided by the Comcast Transferred Systems and written instructions to Comcast's and its Controlled Affiliates' lock-box service provider or similar agents to promptly forward to the applicable Comcast Newco all such cash, deposits and checks representing accounts receivable of the Comcast Transferred Systems that it or they may receive. From and after the Closing, Comcast Group and its Controlled Affiliates shall not deposit but shall promptly remit to the applicable Comcast Newco any payment received by Comcast or its Controlled Affiliates on or after the Closing Date in respect of any such account receivable.

(j) Comcast Newco Interests. Instruments of transfer transferring all limited liability company interests (or trust interests, as applicable) of each Comcast Newco reasonably satisfactory in form and substance to TWC.

(k) Adelpia Closing Documents. The Adelpia Closing Documents, to the extent relating to the Comcast/Adelpia Systems or the Comcast/Adelpia Business, in form and substance reasonably acceptable to TWC.

(l) Other. Such other documents and instruments as may be reasonably necessary to effect the intent of this Agreement and consummate the transactions contemplated hereby.

ARTICLE 9 TERMINATION AND DEFAULT

Section 9.1 Termination Events. This Agreement may be terminated prior to the Closing and the transactions contemplated hereby may be abandoned:

(a) by either Comcast or TWC, upon written notice to the other, at any time after the date that is six months following the date of the Adelpia Closings, or if the Adelpia Closings do not occur on the last day of a month, the last Business Day of the month that is the sixth month after the month in which the Adelpia Closings occur (such date, the "Outside Closing Date");

(b) at any time, by the mutual agreement of Comcast and TWC;

(c) by either Comcast or TWC, at any time upon written notice to the other, if the other is in material breach or default of its respective covenants, agreements, representations, or other obligations herein or in any Transaction Document to which such Person or its Affiliates is a party and such breach or default (i) has not been cured within 30 days after receipt of written notice or such longer period as may be reasonably required to cure such breach or default (provided, that the breaching or defaulting party shall be using commercially reasonable efforts to cure such breach or default) or (ii) would not reasonably be expected to be cured prior to the Outside Closing Date; provided, that if any covenant, agreement, representation or other obligation in this

Agreement is qualified by a reference to materiality or Material Adverse Effect, such qualifier shall be taken into account without duplication;

(d) by either Comcast or TWC, upon written notice to the other, pursuant to Section 11.16; or

(e) automatically and without any action by any of the parties hereto at any time prior to the Closing if either of the Adelpia Purchase Agreements shall have been terminated in accordance with its terms (provided that such termination was not in violation of Section 6.20(b)).

Section 9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, this Agreement shall become void and of no effect without liability of any party hereto (or any Affiliate, shareholder, director, officer, trustee, employee, agent, consultant, or representative of such party) to the other parties hereto, except that (a) the agreements contained in Sections 1.1, 1.2, 6.4, 6.8(b), 6.8(c), (to the extent relating to Section 6.8(b)), 6.8(d), 6.20(d) (last two sentences), 6.20(o) and 6.20(p) and Article 11 (other than Section 11.16) shall survive the termination hereof and (b) no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach by such party of this Agreement.

ARTICLE 10 INDEMNIFICATION

Section 10.1 Indemnification by the TWC Transferors. Subject to Section 10.4, from and after Closing, each TWC Transferor shall indemnify and hold harmless each Comcast Transferee and its Affiliates (including the TWC Newcos) and its and their respective officers, directors, trustees, employees, agents and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by any TWC Party in this Agreement or in any Transaction Document to which it is a party not being true and accurate in all respects, when made or at Closing (or, in the case of any representation or warranty made as of a specific date, as of such date) or any failure by any TWC Party to perform in all material respects pursuant to Section 6.1(h) or Section 6.10;

(b) any failure by any TWC Party to perform in all respects any of its covenants, agreements, or obligations in this Agreement (other than pursuant to Section 6.1(h) or Section 6.10) or in any Transaction Document to which it is a party;

(c) the TWC Excluded Liabilities;

(d) the TWC Excluded Assets;

(e) the Comcast Assumed Liabilities;

(f) the TWC Newco Indemnified Liabilities;

(g) other than with respect to the Comcast Excluded Liabilities, the ownership and operation of the Comcast Transferred Systems or the Comcast Transferred Assets after the Closing; and

(h) other than with respect to the Comcast Excluded Liabilities, any Comcast Transferred Asset, or any claim or right or any benefit arising thereunder, held by any Comcast Group Member for the benefit of any Comcast Newco pursuant to Section 2.1(h).

If, by reason of the claim of any third party relating to any of the matters subject to such indemnification, a Lien is placed or made upon any of the properties or assets owned or leased by any Comcast Transferee or any TWC Newco or any other Indemnatee under this Section, in addition to any indemnity obligation of the TWC Transferors under this Section, the applicable TWC Transferor shall furnish a bond sufficient to obtain the prompt release thereof within ten days after receipt from Comcast of notice thereof.

Section 10.2 Indemnification by the Comcast Group. Subject to

Section 10.4, from and after Closing, each Comcast Transferor shall indemnify and hold harmless each TWC Transferee and its Affiliates (including the Comcast Newcos) and its and their respective officers, directors, trustees, employees, agents and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by any Comcast Party in this Agreement or in any Transaction Document to which it is a party not being true and accurate in all respects, when made or at Closing (or, in the case of any representation or warranty made as of a specific date, as of such date) or any failure by any Comcast Party to perform in all material respects pursuant to Section 6.1(h) or Section 6.10;

(b) any failure by any Comcast Party to perform in all respects any of its covenants, agreements, or obligations in this Agreement (other than pursuant to Section 6.1(h) or Section 6.10) or in any Transaction Document to which it is a party;

(c) the Comcast Excluded Liabilities;

(d) the Comcast Excluded Assets;

(e) the TWC Assumed Liabilities;

(f) the Comcast Newco Indemnified Liabilities;

(g) other than with respect to the TWC Excluded Liabilities, the ownership and operation of the TWC Transferred Systems or the TWC Transferred Assets after the Closing;

(h) other than with respect to the TWC Excluded Liabilities, any TWC Transferred Asset, or any claim or right or any benefit arising thereunder, held by any TWC Group Member for the benefit of any TWC Newco pursuant to Section 2.1(h); and

(i) any claim by Adelphia or its successors arising as a result of TWC or its Affiliates providing Comcast or its Affiliates access to any Excluded Books and Records (as defined in the Comcast/Adelphia Purchase Agreement) pursuant to Section 6.20(g).

If, by reason of the claim of any third party relating to any of the matters subject to such indemnification, a Lien is placed or made upon any of the properties or assets owned or leased by any TWC Transferee or any Comcast Newco or any other Indemnitee under this Section, in addition to any indemnity obligation of the Comcast Transferors under this Section, the applicable Comcast Transferor shall furnish a bond sufficient to obtain the prompt release thereof within ten days after receipt from TWC of notice thereof.

Section 10.3 Procedure for Certain Indemnified Claims. Promptly after receipt by a party entitled to indemnification hereunder (the "Indemnitee") of written notice of the assertion or the commencement of any Litigation with respect to any matter referred to in Section 10.1 or 10.2 or the assertion by any Governmental Authority of a claim of noncompliance under any Franchise relating, in whole or in part, to any pre-Closing period (a "Franchise Matter"), the Indemnitee shall give written notice thereof to the party from whom indemnification is sought pursuant hereto (the "Indemnitor") and thereafter shall keep the Indemnitor reasonably informed with respect thereto; provided, that failure of the Indemnitee to give the Indemnitor notice and keep it reasonably informed as provided herein shall not relieve the Indemnitor of its obligations hereunder, except to the extent that such failure to give notice shall prejudice any defense or claim available to the Indemnitor. The Indemnitor shall be entitled to assume the defense of any such Litigation or Franchise Matter with counsel reasonably satisfactory to the Indemnitee, at the Indemnitor's sole expense; provided, that the Indemnitor shall not be entitled to assume or continue control of the defense of any Litigation or Franchise Matter if (i) the Litigation or Franchise Matter relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (ii) the Litigation or Franchise Matter seeks an injunction or equitable relief against the Indemnitee; or (iii) the Indemnitor has failed to defend or is failing to defend in good faith the Litigation or Franchise Matter. If the Indemnitor assumes the defense of any Litigation or Franchise Matter, (i) it shall not settle the Litigation or Franchise Matter unless the settlement shall include as an unconditional term thereof the giving by the claimant or the plaintiff of a release of the Indemnitee, reasonably satisfactory to the Indemnitee, from all liability with respect to such Litigation or Franchise Matter and (ii) it shall indemnify and hold the Indemnitee harmless from and against any and all Losses caused by or arising out of any settlement or judgment of such claim and may not claim that it does not have an indemnification obligation with respect thereto. If the Indemnitor does not assume the defense of any Litigation or Franchise Matter, the Indemnitee may defend against or settle such claim in such manner and on such terms as it in good faith deems appropriate

and shall be entitled to indemnification in respect thereof in accordance with Section 10.1 or 10.2, as applicable. If the Indemnitor is not entitled to assume the defense or continue to control the defense of any Litigation or Franchise Matter as a result of the proviso in the second sentence of this Section 10.3, the Indemnitee shall not settle the Litigation or Franchise Matter in question if the Indemnitor shall have any obligation as a result of such settlement (whether monetary or otherwise) unless such settlement is consented to in writing by the Indemnitor, such consent not to be unreasonably withheld or delayed. In no event shall the Indemnitee settle any Litigation or Franchise Matter for which the defense thereof is controlled by the Indemnitor absent the consent of the Indemnitor (such consent not to be unreasonably withheld or delayed). Each party shall cooperate, and cause their respective Affiliates to cooperate, in the defense or prosecution of any Litigation or Franchise Matter and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

Section 10.4 Determination of Indemnification Amounts and Related Matters.

(a) The TWC Transferors shall have no liability under Section 10.1(a) in respect of the TWC/Adelphia Business unless the aggregate amount of Losses otherwise subject to their indemnification obligations thereunder in respect of the TWC/Adelphia Business exceeds \$74,600,000 (the "TWC/Adelphia Minimum Damage Requirement"), in which case the TWC Transferors shall be liable for the full amount of such Losses including the Losses incurred in reaching the TWC/Adelphia Minimum Damage Requirement. The TWC Transferors shall have no liability under Section 10.1(a) in respect of the TWC Native Business unless the aggregate amount of Losses otherwise subject to their indemnification obligations thereunder in respect of the TWC Native Business exceeds \$5,700,000 (the "TWC Native Minimum Damage Requirement"), in which case the TWC Transferors shall be liable for the full amount of such Losses including the Losses incurred in reaching the TWC Native Minimum Damage Requirement. For purposes of this Section 10.4(a), neither the TWC/Adelphia Minimum Damage Requirement nor the TWC Native Minimum Damage Requirement shall apply to any Losses resulting from or arising out of (i) the failure by any TWC Group Member to pay any copyright payments, including interest and penalties thereon, when due or any other breach of TWC's representations, warranties, covenants or agreements with respect to copyright payments contained in this Agreement, and (ii) breaches of the Class 1 TWC Representations and Warranties.

(b) The maximum liability of the TWC Transferors under Section 10.1(a) in respect of the TWC/Adelphia Business shall not, in the aggregate, exceed \$746,000,000 (the "TWC/Adelphia Cap"). The maximum liability of the TWC Transferors under Section 10.1(a) in respect of the TWC Native Business shall not, in the aggregate, exceed \$19,100,000 (the "TWC Native Cap"). Notwithstanding the foregoing, neither the TWC/Adelphia Cap nor the TWC Native Cap shall apply to breaches of the Class 1 TWC Representations and Warranties.

- (c) The Comcast Transferors shall have no liability under Section 10.2(a) in respect of the Comcast/Adelphia Business unless the aggregate amount of Losses otherwise subject to their indemnification obligations thereunder in respect of the Comcast/Adelphia Business exceeds \$34,900,000 (the "Comcast/Adelphia Minimum Damage Requirement"), in which case the Comcast Transferors shall be liable for the full amount of such Losses including the Losses incurred in reaching the Comcast/Adelphia Minimum Damage Requirement. The Comcast Transferors shall have no liability under Section 10.2(a) in respect of the Comcast Native Business unless the aggregate amount of Losses otherwise subject to their indemnification obligations thereunder in respect of the Comcast Native Business exceeds \$41,500,000 (the "Comcast Native Minimum Damage Requirement"), in which case the Comcast Transferors shall be liable for the full amount of such Losses including the Losses incurred in reaching the Comcast Native Minimum Damage Requirement. For purposes of this Section 10.4(c), neither the Comcast/Adelphia Minimum Damage Requirement nor the Comcast Native Minimum Damage Requirement shall apply to any Losses resulting from or arising out of
- (i) the failure by any Comcast Group Member to pay any copyright payments, including interest and penalties thereon, when due or any other breach of Comcast's representations, warranties, covenants or agreements with respect to copyright payments contained in this Agreement, and
- (ii) breaches of the Class 1 Comcast Representations and Warranties.
- (d) The maximum liability of the Comcast Transferors under Section 10.2(a) in respect of the Comcast/Adelphia Business shall not, in the aggregate, exceed \$349,000,000 (the "Comcast/Adelphia Cap"). The maximum liability of the Comcast Transferors under Section 10.2(a) in respect of the Comcast Native Business shall not, in the aggregate, exceed \$415,000,000 (the "Comcast Native Cap"). Notwithstanding the foregoing, neither the Comcast/Adelphia Cap nor the Comcast Native Cap shall apply to breaches of the Class 1 Comcast Representations and Warranties.
- (e) Amounts payable by the Indemnitor to the Indemnitee in respect of any Losses under Sections 10.1 or 10.2 shall be payable by the Indemnitor as incurred by the Indemnitee, and shall bear interest at the Prime Rate plus 2% from the date the Losses for which indemnification is sought were incurred by the Indemnitee until the date of payment of indemnification by the Indemnitor.
- (f) The Indemnitor shall not be obligated to indemnify the Indemnitee with respect to any Losses to the extent of any proceeds received in connection with any such Losses by the Indemnitee under any insurance policy of the Indemnitee in effect on the Closing Date (including under any rights under any insurance policies or proceeds that are part of the Transferred Assets). The Indemnitee will use commercially reasonable efforts to claim and recover under such insurance policies.
- (g) In determining the amount of any Losses in connection with any inaccuracy of a representation and warranty (but not for purposes of determining whether any such inaccuracy has occurred), any materiality, Material Adverse Effect or similar qualifier in such representation or warranty will be disregarded.

(h) Notwithstanding anything to the contrary set forth in this Agreement, to the extent that any Indemnitee pursuant to Section 10.1 or Section 10.2 is or becomes a holder of equity interests in any TWC Group Member or Comcast Group Member, respectively, indemnification hereunder shall not include Losses suffered by such Indemnitee (or its Affiliates) in its capacity as such an equity holder by reason of (i) the indemnities being provided hereunder by the TWC Transferors or Comcast Transferors, respectively, or (ii) Losses suffered in such capacity in respect of TWC Excluded Assets or TWC Excluded Liabilities, or Comcast Excluded Assets or Comcast Excluded Liabilities, respectively.

(i) No TWC Transferor or Comcast Transferor shall be responsible for indemnifying any Indemnitee with respect to any Adelphia Asset or Adelphia Assumed Liability except to the extent of a breach of any representations and warranties made in this Agreement, or any failure to perform in all respects any of its covenants, agreements or obligations under this Agreement.

(j) The recipient of any payment pursuant to Section 10.1 or 10.2 (an "Indemnification Payment") shall allocate such Indemnification Payment to the Exchange or Exchanges in respect of which the claim giving rise to such payment arose.

Section 10.5 Time and Manner of Certain Claims. The representations and warranties of Comcast and TWC in this Agreement and any Transaction Document to which such Person is a party shall survive Closing for a period of 12 months. Notwithstanding the foregoing: (a) the liability of the parties shall extend beyond the 1-year period following Closing with respect to any claim which has been asserted in a bona fide written notice before the expiration of such 1-year period specifying in reasonable detail the facts and circumstances giving rise to such right; and (b) (i) the Class 1 Comcast Representations and Warranties and the Class 1 TWC Representations and Warranties shall survive Closing and shall continue in full force and effect without limitation and (ii) the representations and warranties of the parties in Section 4.13, Section 4.22, the last sentence of Section 4.23(a), Section 5.13, Section 5.22 and the last sentence of Section 5.23(a) shall survive until the expiration of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof).

Section 10.6 Other Indemnification. The provisions of Sections 10.3, 10.4 and 10.5 shall be applicable to any claim for indemnification made under any other provision of this Agreement, and all references in Sections 10.3, 10.4 and 10.5 to Sections 10.1 or 10.2 shall be deemed to be references to such other provisions of this Agreement.

Section 10.7 Exclusivity. Except as specifically set forth in this Agreement or any Transaction Document and except for claims against a party for breach of any provision of this Agreement or any Transaction Document, each party waives any rights and claims it may have against the other parties to this Agreement, whether in law or in equity, relating to the transactions contemplated hereby. The rights and claims waived by each party include claims for contribution or other rights of recovery arising out of or relating to claims for breach of contract, breach of representation or warranty,

negligent misrepresentation and all other claims for breach of duty. After Closing, Article 10 and the Transaction Documents shall provide the exclusive remedy for any misrepresentation or breach of warranty under this Agreement or any Transaction Document, other than any claims sounding in fraud.

Section 10.8 Tax Treatment of Indemnification Payments.

(a) For all Tax purposes (unless required by a change in applicable Tax law or a good faith resolution of a contest) the parties hereto agree (i) if the Transferee in the Exchange to which an Indemnification Payment is allocated under Section 10.4(j) made a net payment to the Transferor in such Exchange pursuant to Sections 2.1(e)(ii) and 2.4(e), such Indemnification Payment shall be treated as a reduction in the amount of such net payment to the extent of the lesser of (x) the amount of such net payment and (y) the amount of the Indemnification Payment, and (ii) in all other circumstances, such Indemnification Payment shall be treated as additional consideration received by such Transferee in such Exchange.

(b) Notwithstanding Section 10.8(a), any Indemnification Payments that represent interest payable under Section 10.4(e) hereof shall be treated for all Tax purposes (unless required by a change in applicable Tax law or a good faith resolution of a contest), as (i) deductible to the Indemnitor and (ii) taxable to the Indemnitee.

Section 10.9 Guaranteed Obligations of Transferors.

(a) From and after the Closing, each of Comcast and TWC hereby agree to fully and unconditionally guarantee to TWC and its Affiliates, in the case of Comcast, and to Comcast and its Affiliates, in the case of TWC, the due and punctual performance, compliance and payment by each Comcast Transferor, in the case of Comcast, and each TWC Transferor, in the case of TWC (each, a "Guaranteed Party" and collectively, the "Guaranteed Parties") of each and every covenant, term, condition or other obligation to be performed or complied with by any such party for the benefit of Comcast or TWC (or any Affiliate thereof or any Indemnitee pursuant to Section 10.1 or 10.2, as applicable) under this Agreement and any Transaction Document to which any Guaranteed Party is a party delivered in connection herewith when, and to the extent that, any of the same shall become due and payable or performance of or compliance with any of the same shall be required (collectively, the "Guaranteed Obligations").

(b) Each of Comcast and TWC hereby acknowledges and agrees that this guarantee constitutes an absolute, present, primary, continuing and unconditional guaranty of performance, compliance and payment by each of the Guaranteed Parties of the Guaranteed Obligations when due under this Agreement and any Transaction Document to which any Guaranteed Party is a party delivered in connection herewith and not of collection only and is in no way conditioned or contingent upon any attempt to enforce such performance, compliance or payment by a Guaranteed Party or upon any other condition or contingency. Each of Comcast and TWC hereby waives any right to require a proceeding first against any of the Guaranteed Parties.

(c) The obligations of each of Comcast and TWC under this guarantee shall not be subject to any reduction, limitation, impairment or termination for any reason (other than by indefeasible payment or performance in full of any of the Guaranteed Obligations) and shall not be subject to (i) any discharge of any of the Guaranteed Parties from any of the Guaranteed Obligations in a bankruptcy or similar proceeding (except by indefeasible payment or performance in full of the Guaranteed Obligations) or (ii) any other circumstance whatsoever which constitutes, or might be construed to constitute, an equitable or legal discharge of either Comcast or TWC as guarantor under this Section 10.9.

(d) Each of Comcast and TWC shall cause any transferee of or successor to all or substantially all of its assets to assume its obligations under this Section 10.9.

ARTICLE 11 MISCELLANEOUS PROVISIONS

Section 11.1 Expenses. Except as otherwise specifically provided in Section 3.4, Section 6.3, Section 6.20, Section 6.21, Section 6.22, Section 11.2 or Section 11.16 or elsewhere in this Agreement, each of the parties shall pay its own expenses and the fees and expenses of its counsel, accountants, and other experts in connection with this Agreement.

Section 11.2 Attorneys' Fees. If any Litigation between any TWC Group Member and any Comcast Group Member with respect to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby shall be resolved or adjudicated by a Judgment of any court, the party prevailing under such Judgment (as determined by the trier of fact based on all relevant facts, including, but not limited to, amounts demanded or sought in such litigation, amounts, if any, offered in settlement of such litigation and amounts, if any, awarded in such litigation) shall be entitled, as part of such Judgment, to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation.

Section 11.3 Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, shall be deemed to constitute a waiver by the party taking the action of compliance with any representation, warranty, covenant or agreement contained herein or in any Transaction Document. The waiver by any party hereto of any condition or of a breach of another provision of this Agreement or any Transaction Document shall be in writing and shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

Section 11.4 Notices. All notices, requests, demands, applications, services of process and other communications which are required to be or may be given under this Agreement or any Transaction Document shall be in writing and shall be

deemed to have been duly given if sent by telecopy or facsimile transmission, upon answer back requested, or delivered by courier or mailed, certified first class mail, postage prepaid, return receipt requested, to the parties at the following addresses:

To the TWC Parties
or TWC Newcos (prior to Closing)
or Comcast Newcos (after the Closing):

c/o Time Warner Cable Inc. 290 Harbor Drive Stamford, CT 06902-6732 ATTN: Chief Executive Officer Fax: (203) 328-4804

With Required Copies to:

Legal Department
Time Warner Cable Inc.
290 Harbor Drive
Stamford, CT 06902-6732
ATTN: General Counsel
Fax: (203) 328-4094

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
ATTN: Kelley D. Parker
Robert B. Schumer
Fax: (212) 757-3990

To the Comcast Parties
or Comcast Newcos (prior to Closing)
or TWC Newcos (after the Closing):

Comcast Corporation 1500 Market Street Philadelphia, PA 19102-2184 ATTN: General Counsel Fax: (215) 981-7794

With a Required Copy:

Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
ATTN: Dennis L. Hersch
William L. Taylor
Fax: (212) 450-4800

or to such other address as any party shall have furnished to the other by notice given in accordance with this Section. Such notice shall be effective,

(i) if delivered in person or by courier, upon actual receipt by the intended recipient, (ii) if sent by telecopy or facsimile transmission, upon confirmation of transmission received, or (iii) if mailed, upon the date of delivery as shown by the return receipt therefor.

Section 11.5 Entire Agreement; Prior Representations; Amendments. This Agreement, the Confidentiality Agreements (subject to the last sentence of this Section 11.5) and the Transaction Documents executed concurrent herewith embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior representations, agreements and understandings, oral or written, with respect thereto. Notwithstanding any representations which may have been made by either party in connection with the transactions contemplated by this Agreement, each party acknowledges that it has not relied on any representation by the other party with respect to such transactions, the Transferred Assets, or the Transferred Systems except those contained in this Agreement, the Schedules, the Exhibits hereto or any Transaction Document. This Agreement may not be modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification or discharge may be sought to be enforced. The Confidentiality Agreements, as they relate to any obligation on the part of any party or its Affiliates to keep confidential information regarding the Transferred Assets, the Transferred Systems and/or the Assumed Liabilities acquired or assumed by such party or its Affiliates are hereby terminated.

Section 11.6 Specific Performance. The parties recognize that their rights under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for injunctive relief and specific performance to the extent permitted by applicable law so long as the party seeking such relief is prepared to consummate the transactions contemplated hereby and the transactions shall be accomplished in a manner that qualifies as a like-kind exchange under Section 1031 of the Code. The parties agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of the provisions of this Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate. The parties waive any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award or injunctive, mandatory or other equitable relief.

Section 11.7 Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby may be brought in the United States District Court for the Southern District of New York or any other New York State court sitting in New York City, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the

fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.4 shall be deemed effective service of process on such party.

Section 11.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 11.9 Binding Effect; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. No party hereto shall assign this Agreement or delegate any of its duties hereunder to any other Person without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed; provided, that any party hereto may, upon notice to the other parties, assign its rights and delegate its obligations under this Agreement (in whole or in part) to any Affiliate of such party. For purposes of this Section, any change in control of the Comcast Group or the TWC Group shall not constitute an assignment by it of this Agreement. In no event shall any assignment of rights or delegation of obligations relieve any party of its obligations hereunder.

Section 11.10 Headings and Schedules. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Reference to Schedules shall, unless otherwise indicated, refer to the Schedules contained in the Disclosure Letters, as applicable, which shall be incorporated in and constitute a part of this Agreement by such reference.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile), each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Section 11.12 GOVERNING LAW. THE VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS AGREEMENT AND ALL TRANSACTION DOCUMENTS, UNLESS EXPRESSLY PROVIDED TO THE CONTRARY, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

Section 11.13 Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or

unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

Section 11.14 Third Parties; Joint Ventures. This Agreement constitutes an agreement solely among the parties hereto, and, except as otherwise provided herein, is not intended to and shall not confer any rights, remedies, obligations, or liabilities, legal or equitable, including any right of employment, on any Person other than the parties hereto and their respective successors, or assigns, or otherwise constitute any Person a third party beneficiary under or by reason of this Agreement. For the avoidance of doubt, no Person other than a party hereto shall have any right to enforce Section 3.1 or any other provision of this Agreement to the extent relating thereto. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the parties hereto partners or participants in a joint venture.

Section 11.15 Construction. This Agreement has been negotiated by the parties and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

Section 11.16 Risk of Loss; Government Taking.

(a) Each Transferor shall bear the risk of any loss or damage to Transferred Assets to be directly or indirectly transferred by such Transferor in an Exchange resulting from fire, theft or other casualty (except reasonable wear and tear) at all times prior to the Closing (or, in respect of the Adelpia Assets, prior to the Closing but after the Adelpia Closing). In the event any such loss or damage occurs, the applicable Transferor shall (at its expense) use its commercially reasonable efforts to replace or restore such lost or damaged property as soon as practicable and in any event prior to Closing (or, if such damaged property is not replaced or restored prior to Closing, Transferor shall indemnify Transferee for any Losses arising out of such unrepaired damage or unrestored property). If any loss or damage described in the first sentence of this Section 11.16(a) would result in such losses or damage of all Affiliated Transferors being equal to or exceeding \$100,000,000 and is sufficiently substantial so as to preclude and prevent resumption of normal operations of any material portion of any Transferred System by the Outside Closing Date, Transferor Parent shall, to the extent reasonably practical, immediately notify Transferee Parent in writing of that fact (which notice shall, to the extent reasonably practical, specify with reasonable particularity the loss or damage incurred, the cause thereof if known or reasonably ascertainable, and the insurance coverage related thereto), and Transferee Parent, at any time within ten days after receipt of such notice, may elect by written notice to Transferor Parent, to either (i) waive such defect and proceed toward consummation in accordance with the terms of this Agreement (provided, that any such waiver shall also be deemed to be a waiver of any right to indemnification pursuant to the first sentence of this Section 11.16(a) or pursuant to Section 10.1 or 10.2, as applicable, for any breach of any (x) representation or warranty of Transferor Parent set forth in Article 4 or 5, as applicable, resulting from any

such loss or damage or (y) covenant hereunder to the extent that compliance therewith is frustrated or made commercially impracticable as a result of such loss or damage) or (ii) terminate this Agreement, subject to Section 9.2. If Transferee Parent elects to so terminate this Agreement, Transferor Parent shall be discharged of any and all obligations hereunder, subject to Section 9.2. If Transferee elects to consummate the transactions contemplated by this Agreement notwithstanding such loss or damage and does so, there shall be no adjustment in the consideration payable to or by Transferee Parent on account of such loss or damage, but all insurance proceeds received or receivable by Transferor or its Affiliates as a result of the occurrence of the event resulting in such loss or damage, including any such proceeds received or receivable by Transferor Parent or its Affiliates pursuant to the TWC/Adelphia Purchase Agreement or the Comcast/Adelphia Purchase Agreement (as applicable), to the extent not already expended by the applicable Transferor or its Affiliates to restore or replace the lost or damaged Transferred Assets, except for any proceeds from business interruption insurance relating to the loss of revenue for any period through and including the Closing Date, shall be delivered by the applicable Transferor or its Affiliates to the applicable Transferee, or the rights to such proceeds shall be assigned by the applicable Transferor or its Affiliates to the applicable Transferee if not yet paid to the applicable Transferor or its Affiliates. The applicable Transferor shall pay any deductible required and/or the self-insured portion of any such loss with respect to all such insurance proceeds payable under any insurance policy held by Transferor or its Affiliates. Any amounts received or receivable hereunder shall not be included in the Net Liabilities Adjustment Amount.

(b) If, prior to Closing in respect of Native Assets, or prior to Closing but after the Adelphia Closing in respect of Adelphia Assets, any material part of or interest in such Transferred Assets is taken or condemned as a result of the exercise of the power of eminent domain, or if a Governmental Authority having such power informs Transferor or any of its Affiliates that it intends to condemn or take all or any material part of the Transferred Assets of Transferor or any of its Affiliates (such event being called, in either case, a "Taking"), then Transferee Parent may terminate this Agreement. If Transferee Parent does not elect to terminate this Agreement, (i) Transferee and its Affiliates shall have the sole right, in the name of Transferor and its Affiliates, if Transferee Parent so elects, to negotiate for, claim, contest and, subject to the Closing occurring, have Transferee receive all damages with respect to the Taking, (ii) Transferor shall be relieved of its obligation to convey directly or indirectly to Transferee such Transferor's Transferred Assets or interests that of the Taking if the Taking has occurred, (but shall convey to Transferee Parent any interest therein still held by Transferor Parent or its Affiliates and any replacement property acquired by Transferor Parent or its Affiliates), (iii) at Closing, such Transferor and its Affiliates shall assign to Transferee all of such Transferor's and its Affiliates' rights to all payments received or receivable with respect to such Taking, including any such payments received or receivable by Transferor or its Affiliates pursuant to the TWC/Adelphia Purchase Agreement or the Comcast/Adelphia Purchase Agreement (as applicable), and shall pay to such Transferee all such payments previously paid to such Transferor or any of its Affiliates with respect to the Taking (to the extent not already expended by Transferor or its Affiliates to restore or replace the Assets taken), and (iv) following Closing, Transferor and its Affiliates shall give Transferee and its Affiliates such further assurances of such rights and assignment

with respect to the Taking as Transferee or its Affiliates may from time to time reasonably request. Any amounts received or receivable hereunder shall not be included in the Net Liabilities Adjustment Amount.

Section 11.17 Additional Parties. Immediately following the Adelpia Closing and prior to the Closing, Comcast shall cause each Transferred Joint Venture Parent to become a party to this Agreement. Upon such joinder, but not before, each Transferred Joint Venture Entity shall be considered a "Comcast Transferor", "Comcast Participant", "Comcast Party", "Comcast Group Member" and Affiliate of the other Comcast Group Members, as relevant, for all purposes of this Agreement. The parties hereto agree that none of Comcast or any of its Affiliates shall have any Liability under this Agreement or any Transaction Document with respect to any Transferred Joint Venture Entity until such time as the Transferred Joint Venture Parents become parties to this Agreement and, in such event, only with respect to events, conditions or circumstances first arising thereafter. The parties agree to execute an appropriate amendment to this Agreement adding the Transferred Joint Venture Parents to this Agreement in accordance with the foregoing.

Section 11.18 Commercially Reasonable Efforts. For purposes of this Agreement, "commercially reasonable efforts" shall not, with regard to obtaining any consent, approval or authorization, be deemed to require a party to undertake extraordinary measures, including the initiation or prosecution of legal proceedings or the payment of amounts in excess of normal and usual filing fees and processing fees, if any.

Section 11.19 Time. Time is of the essence under this Agreement. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, the time for the giving of such notice or the performance of such act shall be extended to the next succeeding Business Day.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

COMCAST CORPORATION

By: /s/ Arthur R. Block

Name: Arthur R. Block
Title: Senior Vice President

**COMCAST CABLE
COMMUNICATIONS HOLDINGS, INC.**

By: /s/ Arthur R. Block

Name: Arthur R. Block
Title: Senior Vice President

COMCAST OF GEORGIA, INC.

By: /s/ Arthur R. Block

Name: Arthur R. Block
Title: Senior Vice President

TCI HOLDINGS, INC.

By: /s/ Arthur R. Block

Name: Arthur R. Block
Title: Senior Vice President

TIME WARNER CABLE INC.

By: /s/ David E. O'Hayre

Name: David E. O'Hayre
Title: Executive Vice President,
Investments

TIME WARNER NY CABLE LLC

By: /s/ David E. O'Hayre

Name: David E. O'Hayre
Title: Executive Vice President,
Investments

**URBAN CABLE WORKS OF
PHILADELPHIA, L.P.,**

By Time Warner Entertainment Company,
L.P., Manager

By: /s/ David E. O'Hayre

Name: David E. O'Hayre
Title: Executive Vice President,
Investments

APRIL 21, 2005 TW INVESTOR PRESENTATION

Pro forma subscribers and penetration*

Basic video: 14.4 million (55% of homes passed)

Digital video: 6.2 million (73% of basic)

Residential HSD: 4.8 million (19% of eligible homes)

Voice: 400,000 (1% of homes passed)

**All subscriber amounts in millions based on information as of 12/31/04*

- 15% of Adelphia homes passed not upgraded to at least 750 MHz
- \$650 million to bring plant up to TW cable standards
- Adelphia reported basic sub loss of 260,000 in 2004 (4.9%)
- TW Cable reported basic sub declines of 35,000 in 2004 (0.3%)

DVR Penetration:

TW Cable 18%
Adelphia 5%

VOD Availability:

TW Cable 100%
Adelphia 30%

High Speed Data penetration of eligible homes:

TW Cable 21%
Adelphia 13%

Will improve HSD service to TW levels:

5 Mbps standard
8 Mbps premium

**ADELPHIA/TIME WARNER/COMCAST
LFA APPROVAL WORKING GROUP**

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Tom Carlock
Greg Cannon
Erik Rhee

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