

**AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT BETWEEN
ADELPHIA COMMUNICATIONS CORPORATION AND
TIME WARNER NY CABLE LLC**

This Amendment No. 2, dated June 21, 2006 (this "Amendment"), amends the Asset Purchase Agreement, between Adelphia Communications Corporation ("Seller") and Time Warner NY Cable LLC ("Buyer"), dated as of April 20, 2005, as amended by Amendment No.1, dated June 24, 2005 (the "June Amendment") and as otherwise amended to date (as so amended, the "TWNY Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the TWNY Purchase Agreement.

WHEREAS, the parties hereto desire to amend the TWNY Purchase Agreement pursuant to Section 9.2 thereof.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The TWNY Purchase Agreement shall be amended by inserting or deleting, as applicable, the marked changes set forth on the blackline attached hereto as Exhibit A.
2. In the event a Reversion Notice is delivered by Seller to Buyer on or prior to the earlier of (x) July 31, 2006 and (y) the entry of both the 363 Order and the Transaction Order (as defined in the Friendco Purchase Agreement) (unless, in the case of this clause (y), Seller has determined in good faith that the Plan is more likely to be consummated in a reasonable timeframe than are both the 363 Sale and the JV Plan (taking into account whether each of the 363 Order and the Transaction Order (as defined in the Friendco Purchase Agreement) is a Final Order, but only if Buyer and Friendco, respectively, have acknowledged in writing that the 363 Order and the Transaction Order (as defined under the Friendco Purchase Agreement) satisfy Section 6.2(g) of the TWNY Purchase Agreement and Section 6.2(g) of the Friendco Purchase Agreement, respectively)), the amendments made to the TWNY Purchase Agreement pursuant to Paragraph 1 of this Amendment shall be voided as of the date such Reversion Notice is delivered and the TWNY Purchase Agreement shall be deemed to be unchanged by Paragraph 1 of this Amendment, except that the marked changes set forth on the blackline attached hereto as Exhibit B will remain in effect. Capitalized terms used in this Paragraph 2 shall have the respective meanings ascribed to them in Exhibit A hereto.
3. Paragraph 1 of this Amendment shall not in any way supersede or alter the amendments to the TWNY Purchase Agreement set forth in the June Amendment or any notice, request, demand, approval, consent or other

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communication delivered or executed in connection with the TWNY Purchase Agreement, except to the extent expressly inconsistent therewith.

4. Buyer, Seller and Friendco agree to amend that certain expanded transaction letter agreement, by and among, Buyer, Seller and Friendco, dated as of April 20, 2005, to reflect, in the case of a 363 Sale (as defined in Exhibit A hereto), the amendments set forth in Exhibit A hereto in a mutually satisfactory manner.

5. Except as specifically amended by this Amendment, the TWNY Purchase Agreement shall remain in full force and effect and is hereby ratified and confirmed; it being understood that, for the avoidance of doubt, the phrases “the date hereof” and “the date of this Agreement”, and any substantially similar phrase, shall be deemed to refer to April 20, 2005. Subject to Paragraph 2, this Amendment shall be construed as one with the TWNY Purchase Agreement, and the TWNY Purchase Agreement shall, where the context requires, be read and construed so as to incorporate this Amendment.

6. This Amendment shall be governed by and construed in accordance with the TWNY Purchase Agreement.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

**ADELPHIA
COMMUNICATIONS
CORPORATION**

By: /s/ Vanessa Wittman
Name: Vanessa Wittman
Title: Executive VP and Chief Financial Officer

**TIME WARNER NY CABLE
LLC**

By: /s/ Satish Adige
Name: Satish Adige
Title: SVP, Investments

Acknowledged and Approved:

COMCAST CORPORATION

By: /s/ Robert S. Pick
Name: Robert S. Pick
Title: Senior Vice President