

Section 1.12. Stock Transfer Books; No Further Rights. At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers of Company Stock thereafter on the records of the Company.

Section 1.13. Further Assurances. After the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 1.14. Withholding Rights. Notwithstanding anything to the contrary herein, Buyer or the Surviving Corporation and the Stockholders' Representative will be entitled to deduct and withhold from the amounts otherwise payable pursuant to this Agreement to any Person such amounts as Buyer, the Surviving Corporation or the Stockholders' Representative is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law, and pay such withholding amount over to the appropriate Taxing Authority. To the extent that amounts are so deducted and withheld, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The Stockholders' Representative shall withhold (or cause the Paying Agent to withhold) all amounts for Taxes that are required by Law to be withheld in connection with each distribution of any portion of the Merger Consideration to each Company Stockholder. Promptly following any such withholding, the Stockholders' Representative shall pay over (or cause the Paying Agent to pay over) any such portion to the appropriate Taxing Authority or, if the parties mutually elect, to Buyer or the Surviving Corporation for payment to the appropriate Taxing Authority.

Section 1.15. Company Stockholder Approval. Immediately after the execution of this Agreement, the Company shall submit this Agreement to the Principal Stockholders, as the holders of the Voting Preferred Stock, for approval and adoption in accordance with Sections 228 and 251 of the DGCL. Promptly upon receipt from the Principal Stockholders, but in no event later than twenty-four hours following the execution of this Agreement, the Company shall deliver a copy of the stockholder written consent approving the Merger and the transactions contemplated hereby and by the other Transaction Documents to Buyer, which consent shall be signed and dated by each Principal Stockholder in accordance with Sections 228 and 251 of the DGCL, upon receipt from the Principal Stockholders.

Section 1.16. Undistributed Merger Consideration. The Stockholders' Representative shall cause any portion of the Merger Consideration (other than the Indemnification Escrow Funds or the Stockholders' Representative Reserve Amount (as defined in the Sellers' Agreement), except to the extent such amounts (or any portion thereof) have been distributed to the Company Stockholders generally but are similarly undistributed to one or more particular Company Stockholders) that remains undistributed to the Company Stockholders two (2) years after the Effective Time (the "Undistributed Merger Consideration") to be delivered by the Paying Agent or the Stockholders' Representative, as applicable, to the Surviving

Corporation. None of the Stockholders' Representative, Buyer, Merger Sub, the Company or the Surviving Corporation, nor any of their respective officers, directors, employees, agents or counsel, will be liable to any Person in respect of any Undistributed Merger Consideration being delivered to a public official pursuant to any applicable abandoned property, escheat or similar legal requirement.

Section 1.17. Return of Appraisal Retention Amount. The Surviving Corporation shall pay, or cause to be paid, to the Paying Agent the portion, if any, of the Appraisal Retention Amount allocable to any shares of Company Stock that were previously Appraisal Shares upon the delivery by the applicable record holder or the Stockholders' Representative to the Surviving Corporation or Buyer of (a) an executed Sellers' Agreement or (b) evidence reasonably acceptable to Buyer of the (i) failure of such record holder to perfect appraisal rights within the statutory period, (ii) valid withdrawal of demand for appraisal or (iii) other waiver of appraisal rights.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed to Buyer in the letter attached hereto as Annex A (the "Company Disclosure Letter"), delivered to Buyer by the Company prior to or at the time of the execution of this Agreement, and subject to the qualifications and limitations set forth in Section 8.13 of this Agreement, the Company hereby represents and warrants to Buyer and Merger Sub as follows:

Section 2.01. Corporate Organization. The Company and each Company Subsidiary is a corporation, partnership or other legal entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company and each Company Subsidiary is duly qualified and in good standing to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so qualified, individually or in the aggregate, has not had and would not reasonably be expected to have or result in a Company Material Adverse Effect. Section 2.01 of the Company Disclosure Letter sets forth the name of each Subsidiary of the Company (individually, a "Company Subsidiary" and collectively, the "Company Subsidiaries"), the jurisdiction of its organization and each jurisdiction in which the Company and the Company Subsidiaries are qualified or licensed to do business. The Company has made available to Buyer true and complete copies of the Charter Documents of the Company and each Company Subsidiary, as in effect on the date of this Agreement.

Section 2.02. Capitalization.

(a) The authorized capital stock of the Company consists of 101,100,000 shares, of which 76,000,000 shares are preferred stock having a par value of \$0.01 per share and 25,100,000 shares are common stock having a par value of \$0.01 per share. The authorized capital stock consists of the following series: (i) 1,000,000 shares of Series A Voting

Preferred Stock, par value \$0.01 per share (the "Series A Voting Preferred Stock"); (ii) 5,000,000 shares of Series B Voting Preferred Stock, par value \$0.01 per share (the "Series B Voting Preferred Stock", and collectively with the Series A Voting Preferred Stock, the "Voting Preferred Stock"); (iii) 15,000,000 shares of Series C Non-Voting Preferred Stock, par value \$0.01 per share (the "Series C Non-Voting Preferred Stock"); (iv) 55,000,000 shares of Series D Non-Voting Preferred Stock, par value \$0.01 per share (the "Series D Non-Voting Preferred Stock", and collectively with the Series A Voting Preferred Stock, Series B Voting Preferred Stock and Series C Non-Voting Preferred Stock, the "Preferred Stock"); (v) 15,000,000 shares of Series E Non-Voting Common Stock, par value \$0.01 per share (the "Series E Non-Voting Common Stock"); (vi) 100,000 shares of Series F Non-Voting Common Stock, par value \$0.01 per share (the "Series F Non-Voting Common Stock" and collectively with the Series E Non-Voting Common Stock, the "Common Stock"); and (vii) 10,000,000 shares of Series G Voting Common Stock, par value \$0.01 per share (the "Series G Common Stock"; and collectively with the Preferred Stock and the Common Stock, the "Company Stock"). The issued and outstanding shares of Company Stock set forth in the following sentence constitute all of the issued and outstanding equity interests in the Company, subject to any issuance or cancellation of such shares in accordance with Section 4.01(a) between the date hereof and the Closing. As of the date of this Agreement, (i) 848,945 shares of Series A Voting Preferred Stock are issued and outstanding, (ii) 465,000 shares of Series B Voting Preferred Stock are issued and outstanding, (iii) 6,789,021 shares of Series C Non-Voting Preferred Stock are issued and outstanding, (iv) 48,451,206 shares of Series D Non-Voting Preferred Stock are issued and outstanding, (v) 11,757,792.21 shares of Series E Non-Voting Common Stock are issued and outstanding, (vi) 92,026 shares of Series F Non-Voting Common Stock are issued and outstanding, and (vii) no shares of Series G Common Stock are issued and outstanding. All outstanding shares of Preferred Stock and Common Stock are, and any and all shares of Company Stock to be issued after the date of this Agreement (to the extent permitted pursuant to this Agreement) and prior to the Effective Time (whether in connection with the Merger or otherwise) will be, duly authorized, validly issued, fully paid and nonassessable, and not issued in violation of or otherwise in a manner that would trigger any preemptive or similar rights. Section 2.02(a) of the Company Disclosure Letter sets forth the name of each Company Stockholder as of the date of this Agreement. As of the date hereof, each Company Stockholder holds, directly, beneficially and of record, the number and series of shares of Company Stock set forth opposite such Company Stockholder's name in Section 2.02(a) of the Company Disclosure Letter.

(b) There are no preemptive or similar rights on the part of any holder of any class of securities of the Company or any Company Subsidiary. Except as provided in the Third Amended and Restated Certificate of Incorporation of the Company, the Voting Preferred Stock is the only class of equity interests in the Company that entitles the Company Stockholders to vote on any matters. Neither the Company nor any Company Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for or evidence the right to subscribe for or acquire securities having the right to vote) with the stockholders of the Company or any Company Subsidiary on any matter submitted to their respective stockholders or as a separate class of holders of capital stock. Except as issued or entered into between the date hereof and the Closing in accordance with Section 4.01, there are no options, warrants, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, subscriptions, contracts, arrangements or undertakings of any

kind to which the Company or any Company Subsidiary is a party or by which any of them is bound (i) obligating the Company or any Company Subsidiary to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock, or other voting or equity interests, as applicable, of the Company or any Company Subsidiary, or any additional shares of capital stock, or other voting or equity interests, as applicable, or any security convertible or exercisable for or exchangeable into any capital stock, or other voting or equity interest, as applicable, of the Company or any Company Subsidiary; (ii) obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking referred to in clause (i); (iii) obligating the Company or any Company Subsidiary to register any shares of capital stock of the Company or any Company Subsidiary; or (iv) that give any Person the right to receive any economic benefit or right derived from the economic benefits and rights accruing to holders of capital stock, or other equity interests, as applicable, of the Company or any Company Subsidiary (collectively, the “Equity-Based Instruments”). There are no declared but unpaid dividends in respect of the Company Stock. Effective upon the Closing, all Equity Based Instruments shall have been cancelled or otherwise extinguished with respect to the Company or any Company Subsidiary (including by conversion of the Company Stock pursuant to Section 1.07), and none of the Company, the Surviving Corporation, any Company Subsidiary or the Buyer shall have any Liability with respect thereto except pursuant to this Agreement.

(c) The Company owns, directly or indirectly through a Company Subsidiary, all of the issued and outstanding shares of capital stock, or other voting or equity interests, as applicable, of each Company Subsidiary free and clear of any Liens. All of the shares of capital stock, or other voting or equity interests, as applicable, of each Company Subsidiary have been duly authorized, and are validly issued, fully paid and nonassessable and not subject to any preemptive rights.

(d) The Company Stock and shares of capital stock, or other voting or equity interests, as applicable, of the Company Subsidiaries are not subject to any voting trust agreement or other Contract to which the Company or any Company Subsidiary is a party, which governs the voting, dividend rights or transfer or sale of the Company Stock or shares of capital stock, or other voting or equity interests, as applicable, of a Company Subsidiary.

(e) Other than shares of capital stock, or other voting or equity interests, as applicable, of the Company Subsidiaries, neither the Company nor any of the Company Subsidiaries owns, directly or indirectly, any shares of capital stock, or other voting or equity interests or Equity-Based Instruments, as applicable, of any other Person.

Section 2.03. Authority Relative to this Agreement.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and, subject to obtaining the Company Stockholder Approval, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is a party, the performance by the Company of its obligations hereunder

and thereunder, and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action, subject only to obtaining the Company Stockholder Approval. This Agreement has been (and each other Transaction Document to be executed by the Company at or prior to the Closing will be) duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of the other parties hereto and thereto, constitutes (and each other Transaction Document to which the Company is a party, when executed and delivered and assuming the due authorization, execution and delivery by the other parties hereto and thereto, will constitute) a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) as such enforceability may be limited by bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar Laws affecting or relating to enforcement of creditors' rights generally and (ii) as the remedy of specific performance and injunction and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (the foregoing in clauses (i) and (ii), the "Enforceability Exceptions").

(b) The Board of Directors of the Company has unanimously (i) determined that the Merger, upon the terms and subject to the conditions set forth herein, is fair to, advisable and in the best interests of, holders of the outstanding shares of Company Stock, (ii) approved and adopted this Agreement and the transactions contemplated hereby, and declared their advisability, and (iii) recommended the adoption of this Agreement by the stockholders of the Company entitled to vote thereon, subject to the terms and conditions set forth herein.

(c) Under applicable Law, the Company's Charter Documents and this Agreement, with respect to the Merger, the affirmative vote of the holders of a majority of the voting power of the outstanding shares of Voting Preferred Stock, voting together as a single class (the "Company Stockholder Approval"), and the separate consent of at least a majority in interest of the holders of the Series B Voting Preferred Stock, which consent has been obtained, are the only vote and approval of the stockholders of the Company required to approve the Merger and this Agreement and the transactions contemplated hereby. All of the issued and outstanding shares of Voting Preferred Stock are held by the Principal Stockholders.

(d) The representations and warranties of the Company Stockholders set forth in Section 7 of the Sellers' Agreement are true and correct as of the date hereof and will be true and correct as of the Closing Date.

Section 2.04. No Conflict; Required Filings and Consents. Except for, and subject to the receipt of, the Company Stockholder Approval and the Consents set forth in Section 2.04 of the Company Disclosure Letter, the notification and expiration, or earlier termination of any applicable waiting period under the HSR Act, the filing of the Certificate of Merger as required by the DGCL, the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which the Company is a party (with or without the giving of notice, the lapse of time or any combination thereof): (i) will not violate or conflict with any provision of the Charter Documents of the Company or any Company Subsidiary; (ii) will not conflict with, result in a breach of, or constitute a default under any Law to which the Company or any Company Subsidiary or any of their respective Assets is subject;

(iii) do not require the Consent of any Governmental Authority; (iv) do not require the Consent of any Person that is not a Governmental Authority under any Franchise, Lease, Easement Agreement or Material Contract; (v) will not conflict with in any respect, constitute grounds for termination of, result in a breach of, constitute a default under, give rise to any third party's right(s) of first refusal or similar right in respect of the rights or obligations of the Company or any Company Subsidiary under, accelerate or permit the acceleration of any performance required by the terms of, or result in the loss of any benefit to which the Company or any Company Subsidiary is entitled under, any Franchise, Lease, Revenue Lease, License, Easement Agreement or Contract; and (vi) will not result in the creation or imposition of any Lien against or upon any Assets, except in the case of clauses (ii), (iii), (iv) and (v) and other than with respect to any Franchise that is material to the Business, for any such conflicts, breaches, defaults, Consents or other occurrences which, individually or in the aggregate, are not and would not reasonably be expected to be material to the Business.

Section 2.05. Financial Statements.

(a) Set forth in Section 2.05(a) of the Company Disclosure Letter are copies of (i) the audited consolidated balance sheets at December 31, 2010, December 31, 2009 and December 31, 2008 and audited consolidated statements of operations, audited consolidated statement of cash flows and audited consolidated statements of changes in stockholder's equity of the Company for the fiscal years ended December 31, 2008, December 31, 2009 and December 31, 2010 (the "Audited Financial Statements"), and (ii) the unaudited condensed consolidated balance sheet, unaudited condensed consolidated statements of operations, and unaudited condensed consolidated statement of cash flows of the Company at and for the six (6) months ended June 30, 2011 (the "Unaudited 2011 Financial Statements", together with the Audited Financial Statements, the "Business Financial Statements"). The Business Financial Statements have been prepared from and are in accordance with, the books and records of the Company and the Company Subsidiaries, have been prepared in accordance with United States generally accepted accounting principles, in each case, applied on a consistent basis ("GAAP") during the periods presented and fairly present in all material respects the consolidated financial position of the Insight Companies as of the date thereof and the consolidated results of operations, cash flows and, with respect to the Audited Financial Statements only, changes in stockholders' equity of the Insight Companies for the periods presented therein, subject, in the case of the Unaudited 2011 Financial Statements, to normal year-end adjustments and the absence of notes and similar presentation items therein that are not, individually or in the aggregate, material. The financial statements and other information to be provided to Buyer pursuant to Sections 4.01(b)(iii)(A) and (B) will (x) be prepared from and will be in accordance with the books and records of the Company and the Company Subsidiaries, and (y) in the case of the financial statements to be provided to Buyer pursuant to Section 4.01(b)(iii)(A), be prepared in accordance with GAAP and fairly present in all material respects the consolidated financial position of the Insight Companies as of the date thereof and the consolidated results of operations and cash flows of the Insight Companies for the periods presented therein, subject to normal year-end adjustments and the absence of notes and similar presentation items therein that are not, individually or in the aggregate, material.

(b) There are no Liabilities of the Company and the Company Subsidiaries, other than: (i) Liabilities specifically reserved against, reflected or disclosed in the

most recent balance sheet included in the Business Financial Statements; (ii) Liabilities incurred since December 31, 2010 in the Ordinary Course; (iii) liabilities that are Unpaid Transaction Expenses; (iv) Liabilities set forth in Section 2.05(b) of the Company Disclosure Letter and (v) Liabilities that, individually or in the aggregate, are not material to the financial condition or operating results of the Company and the Company subsidiaries, taken as a whole.

(c) Section 2.05(c) of the Company Disclosure Letter sets forth all franchise, construction, fidelity, performance and other bonds, guarantees in lieu of bonds and letters of credit posted by the Company in effect as of the date hereof. No amounts have been drawn and are outstanding under any franchise, construction, fidelity, performance and other bonds, guarantees in lieu of bonds and letters of credit posted by the Company.

(d) Section 2.05(d) of the Company Disclosure Letter sets forth the aggregate amount of the Company Debt (excluding Swap Breakage Costs) as of June 30, 2011.

Section 2.06. Accounts Receivable. The Accounts Receivable reflected in the most recent balance sheet in the Business Financial Statements represent, and the Accounts Receivable to be reflected in the Preliminary Closing Statement will represent, valid obligations arising from sales actually made or services actually performed by the Company or any Company Subsidiary in the Ordinary Course. Except to the extent paid prior to the Closing Date, all such Accounts Receivable will be as of the Closing Date current and collectible pursuant to their terms, net of the respective reserves shown on the Business Financial Statements or the Preliminary Closing Statement, as applicable, which reserves have been and will be calculated in the Ordinary Course. There is no contest, claim, defense or right of set-off with any account debtor of an Account Receivable relating to the amount or validity of such Account Receivable that, individually or in the aggregate, is or would reasonably be expected to be, material to the Business.

Section 2.07. Absence of Certain Changes or Events. Other than in connection with or arising out of this Agreement and the transactions and other agreements contemplated hereby, (A) since December 31, 2010 through the date of this Agreement, (i) the Company and the Company Subsidiaries have conducted the Business only in the Ordinary Course in all material respects, and (ii) there has not been any event, condition, change, development, circumstance, effect or state of facts that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect and (iii) the Company and the Company Subsidiaries have not taken any of the actions set forth in Section 4.01(a)(v), (vii), (viii), (ix), (xiv), (xv), (xvi), (xix), (xx), (xxii) and (xxiii) and (B) since March 31, 2011, the Company and the Company Subsidiaries have not taken any of the actions set forth in Section 4.01(a)(xxi).

Section 2.08. Licenses and Franchises; Material Contracts.

(a) Section 2.08(a) of the Company Disclosure Letter includes a list, as of the date hereof, of (x) all Licenses that are material to the operation of the Business and (y) all Franchises, including the date on which each Franchise has expired or is due to expire. The Company has made available to Buyer true and complete copies of all such Licenses and Franchises as in effect on the date of this Agreement, together with true and complete copies of

any notices from Governmental Authorities or their representatives received by the Company during the three (3) year period prior to the date of this Agreement alleging non-compliance, breach or default with the requirements of any such License or Franchise. Section 2.08(a) of the Company Disclosure Letter contains the Company's good faith estimate of the number of Primary Basic Customers served by each Franchise as of June 30, 2011. The Systems are offering service only in those areas covered by a Franchise listed in Section 2.08(a). The Licenses and Franchises (other than those that are immaterial to the operation of the Business) are in full force and effect, and are valid, binding and enforceable upon the Insight Company that is a party thereto and, to the Company's Knowledge, the other parties thereto in accordance with their terms, except (i) to the extent of any Enforceability Exceptions or (ii) to the extent that they have expired or terminated in accordance with their terms in the Ordinary Course (provided, however, the applicable Insight Company is continuing to operate under all expired Franchises and treats them as valid, binding and enforceable upon the Insight Company that is a party thereto). There are no written notices of material noncompliance (including any claims of breach or default by the Franchising Authority) pending or, to the Knowledge of the Company, threatened, and no pending or, to the Knowledge of the Company, threatened, audits or similar proceedings undertaken by Governmental Authorities with respect to any of such Licenses or any Franchises, and the applicable Insight Company is in compliance in all material respects with the terms of such Licenses and Franchises. No Insight Company is in default in any material respect (with or without the giving of notice, lapse of time, elections of other Persons or any combination thereof) under any Franchise, and to the Knowledge of the Insight Companies there has not occurred any event of default (with or without the giving of notice, lapse of time, elections of other Persons or any combination thereof) by any other Person under any such License or Franchise, which default has not been cured or resolved in all material respects. The Insight Companies possess all Licenses and Franchises necessary to operate the Business and the Systems in all material respects as presently operated by the Insight Companies.

(b) (i) A valid request for renewal has been timely filed under Section 626(a) of the Communications Act with the proper Governmental Authority with respect to those Franchises that have been previously disclosed by the Company to Buyer that have expired or that will expire within thirty (30) months after the date of this Agreement, (ii) no Insight Party is subject to an administrative proceeding commenced by any Governmental Authority concerning the renewal of a Franchise as provided in Section 626(c)(1) of the Communications Act, and (iii) there are no applications (other than renewal applications) relating to any Franchises pending before any Governmental Authorities that are material to the Business. Except for customary correspondence from Governmental Authorities in connection with the renewal process (e.g., requests for additional information), neither the Company nor any Company Subsidiary has received any written notice from any Governmental Authority that any Franchise will not be renewed or that the applicable Governmental Authority has challenged or raised any objection to the Company's or any Company Subsidiary's request for renewal under Section 626 of the Communications Act, and the Company and each of the Company Subsidiaries have duly and timely complied in all material respects with any and all inquiries and demands by any and all Governmental Authorities made with respect to the Company's or such Company Subsidiary's requests for any such renewal. Neither the Company nor any Company Subsidiary has received any written notice from any Governmental Authority that has challenged the Company's continued right to operate under any expired Franchise. No Governmental Authority has commenced, and no Insight Company has received written notice that it intends to

commence, a proceeding to revoke or suspend a Franchise. With respect to any Franchise that has expired or that will expire within thirty-six (36) months after the date of this Agreement, as of the date of this Agreement, the Company has no knowledge that any such Franchise will not be renewed or extended on commercially reasonable terms and consistent with or more favorable to the applicable Company Subsidiary than the existing terms of such Franchise.

(c) Section 2.08(c) of the Company Disclosure Letter includes a true and complete list of all Material Contracts as of the date of this Agreement (it being understood that, with respect to any Programming Agreements that constitute Material Contracts, only the commonly used name of the programming and provider and not each agreement are required to be set forth in Section 2.08(c) of the Company Disclosure Letter). The Company has made available to Buyer true and complete copies of all written Material Contracts (and true and complete written summaries of the material terms of all oral Material Contracts) in effect as of the date of this Agreement, together with true and complete copies of any written notices received by an Insight Company as of the date of this Agreement alleging non-compliance with the requirements of any Material Contract (other than notices of matters that have been fully resolved and as to which no Insight Company will have any material Liability as of the Closing). Each Material Contract is in full force and effect, and valid, binding and enforceable upon the Insight Company that is a party thereto, and, to the Company's Knowledge, the other parties thereto in accordance with their terms, except (i) to the extent of any Enforceability Exceptions or (ii) to the extent that any such Material Contract has expired in accordance with its terms. No Insight Company is in breach of or in default under any Material Contract to which it is a party, and no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default or breach by any Insight Company under any Material Contract to which it is a party, except for any such default or breach that, individually or in the aggregate, has not had and would not reasonably be expected, individually or in the aggregate, to have a Company Material Adverse Effect. To the Knowledge of the Company, there does not exist any default under or breach of, and no event or circumstance has occurred which, with notice, lapse of time or both, would constitute a default under or breach of, any Material Contract by any party thereto other than an Insight Company, except for any such default or breach that, individually or in the aggregate, has not had and would not reasonably be expected, individually or in the aggregate, to have a Company Material Adverse Effect. None of the Insight Companies has received any written notice of any default under or breach of a Material Contract to which it is a party (other than notices of matters that have been resolved and as to which no Insight Company has any material Liability as of the Closing).

(d) The Franchises and applicable Laws contain all of the commitments of the Company and the Company Subsidiaries to the applicable Governmental Authority granting each such Franchise with respect to the construction, ownership and operation of the Systems, and except as set forth in the Franchises, neither the Company nor any Company Subsidiary has made any promises or commitments with respect to capital improvements or other obligations relating to the Systems that have not been timely fulfilled.

(e) With respect to any System service area that is being operated without, or not pursuant to, a Franchise agreement, the Insight Companies have operated such System in such service area on a continuous basis since acquiring such System and, to the Knowledge of the Insight Companies, the respective predecessors that owned the System

operated such System in such service area on a continuous basis until such System was acquired by the Insight Companies, and the Company has no Knowledge that any such unfranchised operation does not qualify for the exception set forth in Section 621(b)(2) of the Communications Act. As of the date of this Agreement, no Governmental Authority in any such System service area has requested that any Insight Company or, to the Knowledge of the Company, their respective predecessors enter into a written Franchise agreement. Section 2.08(e) of the Company Disclosure Letter includes a true and complete list of all System service areas that are being operated without, or not pursuant to, a Franchise.

(f) None of the Systems or any material Assets are subject to any purchase option or similar arrangement which would be triggered by the Merger.

(g) As of the Effective Time, no Programming Agreement by its terms purports to be binding upon any cable systems owned by Buyer and/or Buyer's Affiliates, in each case, other than the Systems, and no Programming Agreement by its terms would otherwise result in a carriage requirement with respect to any cable systems of Buyer or its Affiliates, in each case, other than the Systems. The Company makes no representations or warranties regarding Buyer's or its Affiliates' (other than the Insight Companies') programming agreements or the consequences of the transactions contemplated by this Agreement under Buyer's or its Affiliates' (other than the Insight Companies') programming agreements.

(h) There is no pending or, to the Knowledge of the Company, threatened, material audit with respect to any pole attachments under any pole attachment agreement or any material unresolved dispute with respect to any such audit and no Insight Company has received any written notice or otherwise has Knowledge (i) of any such planned audit or (ii) that any of its attachments are not in accordance with the terms of any such agreement. Each Insight Company has paid all pole attachment fees relating to its Systems when due and payable.

(i) Neither any PUC nor the FCC has notified any of the Insight Companies that a License is required for the interconnected Voice-over-Internet Protocol ("VoIP") telephony service offered by such company or, to the Knowledge of the Company, threatened to institute any proceeding to require any of the Insight Companies to obtain a License to offer such service. No carrier has denied interconnection for termination of local traffic to Insight on the basis of the use of interconnected VoIP technology for the provision of telephony service or, to the Knowledge of the Company, threatened to deny interconnection on such basis.

Section 2.09. Real Property and Tangible Personal Property.

(a) Section 2.09(a) of the Company Disclosure Letter includes a true and complete list of all Owned Real Property as of the date of this Agreement (including (i) the address or location and use within the Business and (ii) the name of the record owner thereof). Each Insight Company that owns a fee interest in a parcel of Owned Real Property has good and marketable fee title to such Owned Real Property, and each Insight Company that holds an Easement holds good and valid title to such Easement, in each case, free and clear of all Liens other than Permitted Liens. No other Person has any ownership right in all or any portion of any

Owned Real Property or the right to purchase all or any portion of any Owned Real Property or any interest therein. The Insight Companies hold title insurance policies insuring their fee title, as of the effective date of each such title insurance policy, to each of the parcels of Owned Real Property set forth in Section 2.09(a) of the Company Disclosure Letter (the "Title Insurance Policies"), and each Title Insurance Policy is in full force and effect and no claims have been made under any such Title Insurance Policy. True and complete copies of all Title Insurance Policies in the Company's possession have been made available to Buyer prior to the date of this Agreement.

(b) Section 2.09(b) of the Company Disclosure Letter includes a true and complete list of the following as of the date hereof: (i) all Leases, including the address or location and use of the real property subject to such Leases; and (ii) all Revenue Leases, including the address or location and use of the real property subject to such Revenue Leases. True and complete copies of all written Leases, Revenue Leases and Easement Agreements, in each case in effect as of the date hereof, have been made available to Buyer prior to the date of this Agreement. Section 2.09(b) of the Company Disclosure Letter includes a true and complete list of all oral Leases and Revenue Leases in effect as of the date hereof to which any Insight Company is a party and the material economic terms of such oral Leases and Revenue Leases. Each Insight Company that leases the Leased Real Property has a valid leasehold interest in such Leased Real Property (subject to any Enforceability Exceptions or any Lease that has expired or terminated in accordance with its terms, which Lease and the date of such expiration or termination are set forth in Section 2.09(b) of the Company Disclosure Letter), free and clear of all Liens, other than Permitted Liens. As of the date of this Agreement, other than the Revenue Leases, there are no other material leases, licenses, occupancy agreement or other rights to occupy, and there is no Person other than an Insight Company in possession of, any material space in the Owned Real Property or, to the Knowledge of the Company, the Leased Real Property.

(c) There are no pending or, to the Knowledge of the Company, threatened (i) eminent domain, condemnation, appropriation or like proceedings, or (ii) proceedings to change the zoning classification, variance or other applicable land use law in any material respect, in each case with respect to any portion of the Owned Real Property or, to the Knowledge of the Company, the Leased Real Property or the Easements.

(d) The Owned Real Property, the Leased Real Property and the Easements constitute all of the real property (or interests in real property) (i) owned, leased, occupied or used by the Company and the Company Subsidiaries and (ii) necessary to operate the Business and the Systems in all material respects as presently operated by the Insight Companies. The buildings, structures, fixtures and other improvements on the Owned Real Property are in all material respects in good operating condition and repair to operate the Business in the Ordinary Course, ordinary wear and tear excepted, and are adequate for the purposes for which they are currently being used. No Owned Real Property (or any portion thereof) is located in a flood plain or an area that has been identified by the Secretary of Housing and Urban Development or any other Governmental Authority as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968.

(e) Each Insight Company that owns or leases Tangible Personal Property has good and valid title to all material Tangible Personal Property that is owned and has valid leasehold interests in all material Tangible Personal Property that is leased (subject to any Enforceability Exceptions and any Contract applicable to such leased Tangible Personal Property that has expired or terminated in accordance with its terms), in each case, free and clear of all Liens other than Permitted Liens. All material items of Tangible Personal Property are, in the aggregate, in sufficient operating condition and repair, subject to reasonable wear and tear and the age of each specific item of Tangible Personal Property.

Section 2.10. Litigation.

(a) There is no material suit, action, proceeding, arbitration, claim, review or investigation (whether at law or in equity, before or by any Governmental Authority or before any arbitrator), or any notice of any of the foregoing in each case that is pending or, to the Knowledge of the Company, threatened against the Company or any of the Company Subsidiaries. There is no material Judgment of any Governmental Authority or arbitrator outstanding against the Company or any Company Subsidiary with respect to the Business or the Systems. There are no Liabilities of the Company and the Company Subsidiaries under or with respect to any agreement or other arrangement for the settlement or other cessation of any material suit, action, proceeding, arbitration or other litigation.

(b) None of the Assets of the Insight Companies is subject to any material pending, or to the Knowledge of the Company, threatened Judgment.

Section 2.11. Compliance with Laws.

(a) The Company and the Company Subsidiaries are, and the Business is being conducted, and has been conducted for the three (3) year period prior to the date of this Agreement, in compliance in all material respects with all applicable Laws. None of the Insight Companies has received any written, or to the Knowledge of the Company, other notice alleging any material violation under any applicable Law, other than violations that have been cured or remedied without resulting in any material Liability to any Insight Company as of the Closing, including under any consent decree or similar restriction on future operations.

(b) The Company does not have, and, since March 16, 2006 has not had, any class of equity securities that is or was subject to registration with the SEC under Section 12(g) of the Exchange Act.

(c) All of the outstanding Company Stock was issued, and, if issued, all of the Series G Common Stock will have been issued, in transactions that were exempt from registration under the Securities Act, and the issuance of all such securities did not and will not require any consent, approval or authorization of, or registration or filing with, any Governmental Authority that has not been duly obtained or made, as applicable.

Section 2.12. Taxes.

(a) All income Tax Returns and all other material Tax Returns that are required to be filed on or before the Closing Date by or with respect to the Company or any

Company Subsidiary (after giving effect to valid filing extensions) have been or will be timely filed on or before the Closing Date, and each such Tax Return is or will be true and complete in all material respects. The Company and each Company Subsidiary have paid (or caused to be paid), will timely pay (or cause to be paid), or have adequately reserved on the Business Financial Statements all Taxes shown as due on such Tax Returns and all other material amounts of Taxes owed by such company. The Business Financial Statements reflect an adequate reserve for all unpaid income Taxes and all material amounts of other Taxes not yet due and payable by the Company and the Company Subsidiaries for all taxable periods and portions thereof through the date of such Business Financial Statements. There are no Liens for Taxes on any of the Assets other than Permitted Liens. No Taxes of the Company or any Company Subsidiary are being contested.

(b) The Company has given or otherwise made available to Buyer true and complete copies of all income Tax Returns, representative samples of all material other Tax Returns, examination reports, and statements of deficiencies for the Company and the Company Subsidiaries for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired.

(c) As of December 31, 2010, (i) the amount of net operating loss carryforwards (“NOLs”) of the Company and the Company Subsidiaries for federal income tax purposes was no less than the amount set forth in Section 2.12(c)(I) of the Company Disclosure Letter, and (ii) the aggregate tax basis of the Company and the Company Subsidiaries in their assets for federal income tax purposes was no less than the amount set forth in Section 2.12(c)(II) of the Company Disclosure Letter. Section 2.12(c)(III) of the Company Disclosure Letter accurately reflects, in all material respects, the limitations imposed on the NOLs under Sections 382 or 384 of the Code (other than limitations incurred in connection with transactions effected pursuant to this Agreement) as of December 31, 2010. The NOLs and aggregate tax basis subject to the limitations described in this Section 2.12(c) are referred to collectively as the “Valuable Tax Attributes”. There is no deficiency, claim, audit, suit, proceeding, request for information or investigation now pending, outstanding or asserted in writing against or with respect to any of the Valuable Tax Attributes.

(d) There (i) is no material deficiency, claim, audit, suit, proceeding, request for information or investigation now pending, outstanding, asserted or threatened in writing against or with respect to the Company or any Company Subsidiary by any Taxing Authority (including jurisdictions where the Company or any Company Subsidiary has not filed Tax Returns) in respect of any Taxes or Tax Returns, (ii) are no requests for material rulings or determinations in respect of any Taxes or Tax Returns pending between the Company or any Company Subsidiary and any Taxing Authority, and (iii) are no requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes with respect to any Tax Returns of the Company or any Company Subsidiary in effect or pending.

(e) Neither the Company nor any Company Subsidiary is a party to any tax sharing, tax indemnity or other similar agreement or arrangement regarding Taxes with any entity not included in the Business Financial Statements.

(f) Neither the Company nor any Company Subsidiary (i) has been a member of any affiliated group within the meaning of Section 1504(a) of the Code (without regard to the limitations contained in Section 1504(b) of the Code) or any similar affiliated or consolidated group for tax purposes under state, local or foreign Law (other than a group the common parent of which is the Company), or (ii) has any Liability for the Taxes of any Person (other than the Company and the Company Subsidiaries) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law, as a transferee or successor, by contract or otherwise.

(g) Each of the Company, Insight Capital, Inc. and Coaxial Communications of Central Ohio, Inc. is (and at all times since its formation has been) taxable as a corporation for federal, state and local income tax purposes. Neither the Company nor any Company Subsidiary (other than Coaxial Communications of Central Ohio, Inc.) is or ever has been an electing S corporation within the meaning of Sections 1361 and 1362 of the Code (or under any analogous state or local laws). Each Company Subsidiary (other than Insight Capital, Inc. and Coaxial Communications of Central Ohio, Inc.) (i) is (and at all times since its formation has been) treated as a partnership and/or a disregarded entity for federal, state and local income tax purposes and (ii) is not (nor has ever been) treated as a “publicly traded partnership” or otherwise taxable as a corporation for any federal, state or local income tax purposes.

(h) No closing agreements, private letter rulings, technical advance memoranda or similar agreements or rulings have been entered into or issued by any Taxing Authority with respect to the Company, any Company Subsidiary, or any Affiliate of the Company or any Company Subsidiary with respect to the Company or any Company Subsidiary.

(i) Neither the Company nor any Company Subsidiary (i) is or has been required to make any adjustment pursuant to Section 481(a) of the Code (or any predecessor provision) or any similar provision of state, local or foreign Tax Law by reason of any change in any accounting methods and there is no application pending with any Taxing Authority requesting permission for any changes in any of its accounting methods for Tax purposes and (ii) will be required to include in a taxable period after the Closing Date taxable income attributable to income that economically accrued in a taxable period ending on or before the Closing Date, including as a result of (A) the installment method of accounting, the completed contract method of accounting or the cash method of accounting, (B) an intercompany transaction entered into on or prior to the Closing to which the Company or any Company Subsidiary is a party or (C) any prepaid amount received on or prior to Closing outside of the Ordinary Course.

(j) Neither the Company nor any Company Subsidiary (i) has participated in any “reportable transaction” as defined in Code Section 6707A(c)(1) and Treasury Regulation Section 1.6011-4 or (ii) is otherwise required to maintain a list pursuant to Treasury Regulations Section 301.6112-1.

(k) During the last five years, none of the Company or any of the Company Subsidiaries has been a party to a transaction intended to qualify under Section 355 of

the Code as Tax-free with respect to the Company or any Company Subsidiary, as the case may be.

(l) Each of the Company and the Company Subsidiaries has withheld (or will withhold) from its respective employees, independent contractors, creditors, stockholders and third parties and timely paid to the appropriate Taxing Authority proper and accurate amounts in all material respects for all periods ending on or before the Closing Date in compliance with all Tax withholding and remitting provisions of applicable Laws and has complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(m) Neither the Company nor any Company Subsidiary has any (i) "excess loss accounts" or (ii) "deferred gains" with respect to any "intercompany transactions," within the meaning of Treasury Regulations Sections 1.1502-19 and 1.1502-13, respectively.

(n) Any adjustment of Taxes of the Company or any Company Subsidiary made by the IRS, which adjustment is required to be reported to the appropriate state, local or foreign Taxing Authorities, has been so reported.

(o) Neither the Company nor any Company Subsidiary has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(p) The Company included with its timely filed 2007 federal income tax return a valid Form 1122 (Authorization and Consent of Subsidiary Corporation To Be Included in a Consolidated Income Tax Return) for each of Coaxial Communications of Central Ohio, Inc. and Insight Capital, Inc.

Section 2.13. Employee Benefit Plans and Related Matters; ERISA.

(a) Section 2.13(a) of the Company Disclosure Letter contains a true and complete list of all of the Employee Plans and each material Compensation Arrangement as of the date of this Agreement. With respect to each such Employee Plan and Compensation Arrangement, the Company has previously made available to Buyer a true and complete copy of such Employee Plan or Compensation Arrangement or a summary description thereof, and to the extent applicable, (i) all trust agreements, administrative agreements, insurance policies and contracts or other funding or administrative arrangements, (ii) the three most recent actuarial and trust reports for both ERISA funding and financial statement purposes, (iii) the three most recent Forms 5500 with all attachments required to have been filed with the IRS or the U.S. Department of Labor, (iv) the most recent IRS determination letter or opinion letter, if applicable, (v) all current summary plan descriptions and the most current summary of material modifications, (vi) all material communications received from or sent to the IRS, the Pension Benefit Guaranty Corporation or the U.S. Department of Labor (including a written description of any material oral communication), (vii) current employee handbooks and manuals and (viii) all amendments and modifications to any such Employee Plan or Compensation Arrangement or related document. None of the Company, any Company Subsidiary or any ERISA Affiliate has at any

time in the last six years had any obligation to sponsor, maintain or contribute to or had any Liability in respect of any plan subject to Section 412 of the Code or Section 302 or Title IV of ERISA or any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA. There is no Lien upon any Asset or any asset of any ERISA Affiliate outstanding pursuant to Section 412(n) of the Code in favor of any Employee Plan. No Asset and no asset of any ERISA Affiliate has been provided as security for any Employee Plan or Compensation Arrangement.

(b) Each Employee Plan intended to be qualified under Section 401(a) of the Code has received a favorable determination letter (or opinion letter, if applicable) from the IRS as to its qualification under the Code, and, to the Company's Knowledge, nothing has occurred since the date of such determination letter that will adversely affect such qualification or tax-exempt status. All amendments and actions required to bring each Employee Plan into material conformity with the applicable provisions of ERISA, the Code and other applicable Law have been made or taken (including amendments required pursuant to the Economic Growth Tax Relief Reconciliation Act of 2001), except to the extent such amendments or actions are not required by Law to be made or taken until after the Closing Date. Each Employee Plan and each Compensation Arrangement is in material compliance and has been operated and administered in all material respects in accordance with its terms and applicable Law, including without limitation, ERISA and the Code.

(c) To the Company's Knowledge, and except for the transactions contemplated by this Agreement, there has not been any event or circumstance that would reasonably be expected, individually or in the aggregate, to result in any material Liability (other than for the payment of benefits in the Ordinary Course) in respect of the Employee Plans or Compensation Arrangements. There are (i) no pending or, to the Company's Knowledge, threatened audits, actions, suits, grievances, arbitrations, liens or claims by or on behalf of any Employee Plan, any current or former employee, officer, director, stockholder or contract worker or otherwise involving any such Employee Plan or Compensation Arrangement (other than routine claims for benefits, all of which have been adequately reserved for on the Business Financial Statements to the extent required), (ii) no facts or circumstances exist that could give rise to any such audits, actions, suits, liens or claims, and (iii) no administrative investigation, audit or other administrative proceeding by the U.S. Department of Labor, the IRS or any other governmental agency is pending, threatened or in progress, in each case of clause (i) through (iii) that has resulted or would reasonably be expected, individually or in the aggregate, to result in any material Liability to the Company or any of the Company Subsidiaries.

(d) There is no Contract, agreement, plan or arrangement to which the Company or any of the Company Subsidiaries is a party or by which any of them are bound covering any Business Employee or former Business Employee which, individually or collectively, would (either alone or in combination with other events) give rise to the payment or increase of any amount, including by way of accelerated vesting, that would not be deductible pursuant to Section 280G of the Code as a result of or in connection with the entering into, or the consummation of the transactions contemplated by, this Agreement. The entering into and the consummation of the transactions contemplated by this Agreement will not directly or indirectly result (either alone or in connection with any other event) in any severance or any other payment, compensation or other benefit becoming due; any increase in the amount of compensation or benefits; the acceleration of the vesting or timing of payment of any compensation or benefits

payable or any funding, through a grantor trust, rabbi trust or otherwise, of any compensation or benefits, in each case, in respect of any current or former Business Employee, officer or director of the Company or any of the Company Subsidiaries.

(e) No current or former Business Employee of the Company or of any of the Company Subsidiaries is or will become entitled to post-employment benefits of any kind by reason of employment with the Company, including death or medical benefits (whether or not insured), other than (i) coverage mandated by Section 4980B of the Code or any similar state law, or (ii) retirement benefits payable under any Employee Plan qualified under Section 401(a) of the Code.

(f) All material contributions, Liabilities or expenses required to be made or accrued by the Company or any Company Subsidiary pursuant to the terms and provisions of each Employee Plan or Compensation Arrangement, as of the date hereof, have been timely made or accrued and reflected in the financial statements of the Company and the contribution requirements, on a prorated basis, for the current year have been made or otherwise properly accrued on the books and records of the Company through the Closing Date in accordance with GAAP. There are no reserves, assets, surpluses or prepaid premiums with respect to any Employee Plan that is an employee welfare benefit plan as defined in Section 3(1) of ERISA.

(g) All Employee Plans and Compensation Arrangements permit the Company to amend, modify and terminate the same in the sole discretion of the Company. Nothing in this Agreement shall be construed as amending or modifying in any way any Employee Plan or Compensation Arrangement.

(h) No ERISA Affiliate Liability has been incurred by the Company or any Company Subsidiary nor do any circumstances exist that could reasonably be expected to result in ERISA Affiliate Liability for any of the Company or any Company Subsidiary following the Closing. Neither the Company nor any ERISA Affiliate has engaged in any transaction described in Section 4069 or Section 4204 of ERISA.

(i) No Employee Plan that is an employee welfare benefit plan as defined in Section 3(1) of ERISA is a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA. No Employee Plan is a split dollar life insurance program.

(j) No assets of the Company or a Company Subsidiary are allocated to or held in a "rabbi trust" or other funding vehicle in respect to any Employee Plan other than one qualified under Section 401(a) of the Code. Each Employee Plan that is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA and that is not intended to be qualified under Section 401(a) of the Code is exempt from Parts 2, 3 and 4 of Title I of ERISA as an unfunded plan that is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

(k) None of the Company or any Company Subsidiary has within the six (6) months preceding the date hereof caused with respect to employees (i) a plant closing

as defined in WARN affecting any site of employment or one or more operating units within any site of employment or (ii) a mass layoff as defined in WARN. Except to the extent terminated in accordance with Section 4.01 or as required pursuant to Section 4.08(d) hereof, no employee of any Insight Company has suffered or is anticipated to suffer an employment loss as defined in WARN within the ninety (90) day period ending on the Closing Date.

(l) No event has occurred and, to the Company's Knowledge, no condition exists that would, either directly or by reason of the Company's or any Company Subsidiary's affiliation with any of their respective ERISA Affiliates, subject the Company or any of the Company Subsidiaries to any Tax, fine, Lien, penalty or other Liability imposed by ERISA, the Code or other Laws applicable to the Employee Plans and Compensation Arrangements.

(m) To the extent that any Employee Plan or Compensation Arrangement, including any equity-based compensation arrangement, constitutes a "non-qualified deferred compensation plan" within the meaning of Section 409A of the Code, such Employee Plan or Compensation Arrangement has been operated and administered in good faith compliance with Section 409A of the Code and the guidance issued thereunder. No Person is entitled to be compensated (whether by the Company or of any of the Company Subsidiaries) for excise or other additional Taxes paid pursuant to Section 409A of the Code or any similar provision of state, local or foreign Law.

Section 2.14. Employees; Labor Matters.

(a) Section 2.14(a) of the Company Disclosure Letter includes a true and complete list of all Business Employees by work location as of the date reflected in the Company Disclosure Letter, showing the service date, then-current positions and rates of compensation, rate type (hourly or salary) and leave status (if applicable). Neither the Company nor any of the Company Subsidiaries has an employment agreement with any employee.

(b) Neither the Company nor any of the Company Subsidiaries is a party to, or is, as of the date of this Agreement, or has been during the three (3) year period prior to the date of this Agreement, in negotiation to become party to, any collective bargaining agreement covering or purporting to cover any Business Employee or former Business Employee. As of the Closing Date, any and all notices to, or filings or registrations with, any labor organizations, works council or any similar entity, council or organization, required to be made prior to the Closing Date by the Company or the Company Subsidiaries with respect to any Business Employee in connection with the execution of this Agreement will have been timely given or made. Since January 1, 2008, there has not occurred nor, to the Company's Knowledge, has there been threatened, any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity or organizing campaign with respect to any Business Employee. There are no material labor disputes subject to any grievance procedure, arbitration or litigation and there is no representation petition or other request for representation pending or, to the Company's Knowledge, threatened with respect to any current or former Business Employee or contract worker providing services for the benefit of the Company. Neither the Company nor any of the Company's Subsidiaries has entered into any neutrality agreement or other agreement with any labor organization regarding union organizing

or procedure regarding recognition of any labor organization as the representative of any of the employees of the Company or any Company Subsidiary.

(c) The Company and each of the Company Subsidiaries have complied in all material respects with all applicable Laws pertaining to the employment or termination of employment of their Business Employees, including those related to wages, hours, collective bargaining, the withholding, collection and payment of Social Security, Unemployment Compensation and similar payroll Taxes, equal pay, workers compensation, occupational health and safety, immigration, payment of overtime and the classification of employees as overtime eligible and overtime exempt, fair labor standards, discrimination on the basis of race, age, sex, religion, color, national origin, disability and other classifications protected by all such Laws.

(d) To the Company's Knowledge, there is no pending or threatened inquiry or audit from any Governmental Authority concerning the Company's or any Company Subsidiary's compliance with any applicable federal, state or local laws relating to employment.

(e) Any individual engaged by the Company or any Company Subsidiary or providing services to any Company or Company Subsidiary as an independent contractor has been accurately classified as an independent contractor for all purposes, including payroll tax, withholding, unemployment insurance, and benefits, and no Company or Company Subsidiary has any notice of any pending or threatened inquiry or audit from any Governmental Authority concerning such independent contractor status, or any pending or threatened claim by any party that any such independent contractor be reclassified as an employee for any purpose.

(f) Each Company and Company Subsidiary maintains copies of I-9 Employment Eligibility Verification Forms for all persons it has employed, including those persons it currently employs, during the three year period ending on the date of this Agreement, and is in compliance with the Immigration Reform and Control Act of 1986, as amended, respecting such current or former employees.

Section 2.15. Environmental Laws and Regulations. (a) The Company and the Company Subsidiaries' operations with respect to the Systems and any real property parcels currently or formerly owned, operated or leased by the Company or the Company Subsidiaries comply and have complied in all material respects with all applicable Environmental Laws; and (b) neither the Company nor the Company Subsidiaries have used the Company Real Property or any other real property for the manufacture, transportation, treatment, storage or disposal of Hazardous Substances, except for such use of Hazardous Substances customary in the construction, maintenance and operation of a cable communications system and in amounts and under circumstances that, individually or in the aggregate, have not and would not reasonably be expected to give rise to material Liability for remediation. No Environmental Claim has been filed or issued against the Company or the Company Subsidiaries which has not been fully and completely settled or otherwise released and resolved in its entirety and as to which any Insight Company has any material Liability.

Section 2.16. Insurance Coverage. All material insurance policies and material surety bonds carried by or covering the Company and the Company Subsidiaries (collectively,

the “Insurance Policies”) are in full force and effect, and, as of the date of this Agreement, no written, or, to the Knowledge of the Company, other notice of cancellation has been received by the Company or any of the Company Subsidiaries with respect to any material Insurance Policy which has not been cured by the payment of premiums that are due. The Insurance Policies provide sufficient third party insurance to insure in all material respects all reasonable insurable risks of the Business. All premiums, audits, adjustments or collateralization requirements due under the Insurance Policies have been paid in a timely manner and the Company and the Company Subsidiaries have complied in all material respects with the terms and provisions of the Insurance Policies. The insurance coverage provided by the material Insurance Policies (including as to deductibles and self-insured retentions) is substantially consistent with the Company’s past practices and, after the Closing, the terms of the Insurance Policies will continue to provide coverage with respect to acts, omissions and events occurring prior to the Closing in accordance with their terms as if the Closing had not occurred. The Company has made available to Buyer true and complete copies of all insurance loss runs as of the date hereof with respect to the Insurance Policies and the Business for each of the preceding three calendar years.

Section 2.17. Related Party Transactions. There are no outstanding material agreements or any other arrangement of any kind between any of the Insight Companies, on the one hand, and any Company Stockholder holding shares of Company Stock representing at least 1% of the economic or voting interest in the Company, any officer that is a senior vice president or above or director of the Company or any Company Subsidiary or any controlled Affiliate of any such Company Stockholder, officer or director, on the other hand, other than any Employee Plan (including any award or subscription agreements for Company Stock under an Employee Plan), Compensation Arrangement or the payment of base salary and wages to any employee, in each case entered into or effected in the Ordinary Course or in accordance with Section 4.01(a)(xi) (collectively, “Related Party Transactions”). No such Company Stockholder, officer, director or Affiliate owns any property or right, tangible or intangible, that is used in the Business (other than in the capacity as a direct or indirect equity or debt holder of the Insight Companies). The Company shall cause each agreement listed on Section 2.17 of the Company Disclosure Letter and designated with an asterisk to terminate as to the Company and the Company Subsidiaries as of the Closing Date.

Section 2.18. Sufficiency of Assets. The Assets are all of the assets of the Company and the Company Subsidiaries owned, used or held for use primarily in connection with the operation of the Business and the Systems. Assuming the receipt of all Consents, including the Consents set forth in Section 2.04 of the Company Disclosure Letter and the notification and expiration or earlier termination of any applicable waiting period under the HSR Act, the Insight Companies’ right, title and interest in the Assets as of the Effective Time shall be sufficient to permit the Surviving Corporation to operate the Business as of the Effective Time as it is being operated by the Company as of the date hereof in all material respects and in compliance with all material Laws. At the Closing, the Company and the Company Subsidiaries will have (i) good and valid title to (or in the case of Assets that are leased, valid leasehold interests in) the Assets other than the Owned Real Property and (ii) good and marketable fee title to the Owned Real Property, in either case free and clear of any Liens, other than Permitted Liens.

Section 2.19. FCC Compliance, Rate Regulation and Copyright Compliance.

(a) The Company and the Company Subsidiaries are, and the Business and the Systems are being operated, in compliance in all material respects with the Communications Act and FCC Regulations. During the three (3) year period prior to the date hereof, other than notices of non-compliance which have been resolved and as to which no Insight Company will have any material Liability as of the Closing (including any continuing obligation under any consent decree or similar restriction on future operations), no Insight Company has received any written, or, to the Knowledge of the Company, other notice alleging that it is not in material compliance with the Communications Act, rules and regulations of the FCC, including (x) that it has not made all material filings required to be made by it with the FCC with respect to the operation of the Business, (y) that it has not provided all material notices to customers of the Business required under the Communications Act or (z) that any rates charged for services provided by the Systems are not permitted rates under the rules and regulations of the FCC. The Company and each Company Subsidiary, as applicable, have made all such material filings and notices, other than such filings and notices the failure of which to be made or provided would not reasonably be expected to be material to the operation of the Business.

(b) The Company and each Company Subsidiary has filed with the U.S. Copyright Office all required statements of account with respect to the Business that were required to have been filed by it since July 1, 2008, in accordance with the Copyright Act, and the Company and each Company Subsidiary has paid all royalty fees payable with respect to the Business for all such reporting periods, except where the failure to file such statements of account or pay such fees would not, individually or in the aggregate, reasonably be expected to be material to the operation of the Business. Except for notices that have been resolved and as to which no Insight Company will have any material Liability as of the Closing, the Insight Companies have not received any notice from the U.S. Copyright Office or any copyright owner that any additional fees are owed by any of the Insight Companies.

(c) No Insight Company is providing cable service to any customers in any community without a Franchise in reliance on the exception to the definition of "cable system" set forth in Section 602(7)(B) of the Communications Act.

Section 2.20. Customers and System Information.

(a) Section 2.20(a) of the Company Disclosure Letter sets forth the aggregate numbers of each of the following categories as of June 30, 2011, in each case, as determined by the Company in the Ordinary Course in accordance with the Insight Subscriber Policy (or as otherwise noted below):

- (i) Basic Customers;
- (ii) Expanded Basic Customers;
- (iii) Digital Customers;
- (iv) Premium Units (and by network);

- (v) HSI Customers;
- (vi) TDM Voice Customers;
- (vii) VOIP Customers;
- (viii) Equivalent Bulk Units; and
- (ix) Late Pays.

(b) None of the Company, any Company Subsidiary or any of their respective Affiliates, directly or indirectly, owns any cable communications systems (i) other than (x) the Systems or (y) any cable communications systems owned or operated by a portfolio company of any Affiliate of the Company that is not a Company Subsidiary (each, an “Affiliate System”) or (ii) that it does not, directly or indirectly, manage and operate. None of the Company or any Company Subsidiary shares ownership of any asset or Asset, or use of any service, or is otherwise jointly liable for any Liability, with any Affiliate System.

(c) Section 2.20(c) of the Company Disclosure Letter sets forth as of June 30, 2011, (i) the approximate aggregate number of two-way plant, aerial and underground miles of the Systems and for each headend located in the Systems and the bandwidth capacity of each System and for each headend located in the Systems, (ii) the approximate number of homes passed by the Systems’ plant (it being acknowledged and agreed that for purposes hereof, “homes” shall be determined consistent with the manner such numbers are reported in the Audited Financial Statements), (iii) the monthly revenue per average Basic Customer, (iv) as of the date hereof, a description of each service available from each of the Systems and the rates charged for each, (v) the make, model, vintage and vehicle identification number of the vehicles owned by the Insight Companies, (vi) the customer premises equipment deployed in customer homes and in inventory by manufacturer and model, (vii) the number of Primary Basic Customers served by each headend located within the Systems and (viii) the Company’s policy or methodology with respect to (A) calculating customers (the “Insight Subscriber Policy”) and (B) effecting residential customer disconnections of service (the “Insight Disconnect Policy”).

Section 2.21. Programming. Section 2.21 of the Company Disclosure Letter (a) contains the channel line-up for the Systems in effect on the date set forth in Section 2.21 of the Company Disclosure Letter and (b) as to each broadcast station (including all multicast streams) carried by the Systems, whether such station has elected must-carry or retransmission consent status with respect to the Systems as of the date hereof. Each broadcast television station carried by the Systems is carried pursuant to a Retransmission Consent Agreement or must-carry election (including default must-carry election, where no election was made) and each other programming service carried by the Systems is carried pursuant to a Programming Agreement or other arrangement.

Section 2.22. Brokers. Except for UBS Securities LLC and Merrill, Lynch, Pierce, Fenner & Smith Incorporated, whose fees will be paid by the Company in accordance with ARTICLE I, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the Merger, this Agreement, and the transactions

contemplated hereby based upon arrangements made by or on behalf of the Company, any Company Subsidiary or the Stockholders' Representative. As of the Effective Time (assuming the payment of all Unpaid Transaction Expenses), none of Buyer or any of the Insight Companies will have any Liability (monetary or otherwise) (other than indemnification and confidentiality obligations customary for such engagements) to either of UBS Securities LLC or Merrill, Lynch, Pierce, Fenner & Smith Incorporated in connection with their engagement for the foregoing and will not be obligated in any respect to retain, use exclusively and/or provide any right of first offer or refusal to, either of such advisors for any future services. The Company has previously made available to Buyer true and complete copies of all relevant engagement letters with each of the foregoing (other than certain provisions related to fees and expenses of such brokers and transaction staple financing that was offered to potential acquirors in connection with the attempted sale of the Company prior to the date hereof, which were redacted from the copies of such agreements).

Section 2.23. Promotional Campaigns. Section 2.23 of the Company Disclosure Letter sets forth any and all discount, promotional or bundling offers currently offered by the Company or any Company Subsidiary. After Closing, Buyer, the Surviving Corporation and its and their Affiliates will not be obligated to continue to make available any discount or promotional offers under any promotional or marketing campaigns or programs initiated or maintained by the Insight Companies with respect to the Systems, other than any Permitted Promotions undertaken between the date of this Agreement and the Closing in accordance with Section 4.01; provided that, for the avoidance of doubt, customers who subscribed for services prior to the Closing and took advantage of any such campaign or promotional offers may be entitled to continue to receive the benefits offered under such campaign or promotion in accordance with its terms after Closing.

Section 2.24. Intellectual Property.

(a) Either the Company or one of the Company Subsidiaries owns, free and clear of all Liens other than Permitted Liens, or otherwise has the valid right to use all material Company Intellectual Property. Section 2.24(a) of the Company Disclosure Letter includes a true and complete list as of the date hereof of all registrations, issuances, filings and applications for any Intellectual Property filed by the Company, any Company Subsidiary or any of their respective predecessors and all material unregistered Company Intellectual Property owned by the Company or any Company Subsidiary. All of the rights of the Company and each of the Company Subsidiaries in the owned Company Intellectual Property are valid and enforceable, and the Company has taken all reasonable steps in accordance with normal industry practice to maintain and protect each item of Company Intellectual Property. None of the Intellectual Property, business operations, products or services provided, sold, licensed, or otherwise exploited by the Company or any Company Subsidiary infringes, misappropriates or otherwise violates, or, during the three year period prior to the date hereof has infringed, misappropriated or otherwise violated, any Intellectual Property rights of others, and, to the Knowledge of the Company, there are no pending or threatened claims alleging any such infringement, misappropriation or violation. To the Knowledge of the Company, as of the date of this Agreement, no Person is infringing or otherwise violating the Company Intellectual Property.

(b) Each of the Company and the Company Subsidiaries that collects, maintains or uses non-public financial information, from customers (“Customer Information”) (i) has a published privacy policy (each, a “Privacy Policy”) regarding the collection and use of information that complies with the Cable Communications Policy Act of 1984 (to the extent applicable), and (ii) has taken reasonable steps in accordance with industry practice, including through implementing reasonable security measures and safeguards, to protect the Customer Information it receives in accordance with the Privacy Policy and from illegal or unauthorized access or use by its personnel or third parties. Neither the Company nor any Company Subsidiary knowingly collected, received or used any Customer Information in an unlawful manner or in violation of its Privacy Policy.

Section 2.25. Internal Controls.

(a) The accounting controls of the Company and the Company Subsidiaries are sufficient to provide reasonable assurances that (i) all transactions are executed in accordance with management’s general or specific authorization and (ii) all transactions are recorded as necessary to permit the accurate preparation of financial statements in accordance with GAAP and to maintain proper accountability for items.

(b) Since January 1, 2009, through the date of this Agreement, none of the Company or the Company Subsidiaries nor, to the Knowledge of the Company, any director, officer, employee, auditor, accountant or representative of the Company or any Company Subsidiary has received any material complaint, allegation, assertion or claim regarding deficiencies in the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls, including any complaint, allegation, assertion or claim that any of such parties has engaged in improper or illegal accounting or auditing practices.

Section 2.26. Completion of and No Liability from Split-Up.

(a) All transactions contemplated by the Split-Up Agreement (collectively, the “Split-Up”) have been previously consummated in accordance with their terms, and neither the Company nor any Company Subsidiary has (and, for the avoidance of doubt, the Surviving Corporation shall not have) any Liability for performance or otherwise with respect to the Split-Up Agreement and the transactions contemplated thereby. As of the date of this Agreement, since the Closing of the transactions contemplated by the Split-Up Agreement, no claim for indemnification has been made against any Insight Company pursuant to the Split-Up Agreement or any other document or agreement entered into in connection with the transaction contemplated thereby. True and complete copies of the Split-Up Agreement and any other material document or agreement entered into in connection therewith have been made available to Buyer.

(b) None of the Assets or Liabilities to be acquired or assumed by Buyer through its ownership of the Surviving Corporation is primarily related to the assets or Liabilities acquired by Comcast in the Split-Up, and neither the Company nor any Company Subsidiary owns or otherwise possesses any asset or Asset, or is subject to any Liability, that

pursuant to the terms of the Split-Up Agreement or otherwise should have been transferred or distributed to, or assumed by, Comcast in the Split-Up.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER AND MERGER SUB

Except as disclosed to the Company in the letter attached hereto as Annex B (the "Buyer Disclosure Letter"), delivered by Buyer to the Company prior to or at the time of the execution of this Agreement, and subject to the qualifications and limitations set forth in Section 8.13 of this Agreement, Buyer and Merger Sub hereby jointly and severally represent and warrant to the Company as follows:

Section 3.01. Corporate Organization. Each of Buyer and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer directly owns all of the issued and outstanding capital stock of Merger Sub. Buyer has delivered to the Company true and complete copies of the Charter Documents of Merger Sub as amended and in effect on the date of this Agreement.

Section 3.02. Authority Relative to this Agreement. Each of Buyer and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Buyer and Merger Sub of this Agreement and the other Transaction Documents to which Buyer or Merger Sub, as applicable, is a party, the performance by Buyer or Merger Sub, as the case may be, of its obligations hereunder and thereunder, and the consummation by Buyer or Merger Sub, as applicable, of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Buyer and Merger Sub and by Buyer, as the sole stockholder of Merger Sub, and no additional authorization or consent is required in connection with the execution and delivery and performance by Buyer and Merger Sub of this Agreement. This Agreement has been (and each other Transaction Document to be executed by Buyer or Merger Sub, as the case may be, at or prior to the Closing will be) duly and validly executed and delivered by Buyer or Merger Sub, as applicable, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes (and each other Transaction Document to which Buyer or Merger Sub, as applicable, is a party when executed and delivered, and assuming the due authorization, execution and delivery by the other parties hereto and thereto, will constitute) a valid and binding obligation of Buyer or Merger Sub (subject, in the case of Merger Sub, to approval by Buyer as the sole stockholder thereof), as applicable, enforceable against Buyer or Merger Sub, as applicable, in accordance with its terms except as such enforceability may be limited by the Enforceability Exceptions.

Section 3.03. No Conflict; Required Filings and Consents. Except for the notification and expiration, or earlier termination of any applicable waiting period under the HSR Act, the filing of the Certificate of Merger, the Consents set forth in Section 2.04 of the