EXECUTION VERSION

STOCK PURCHASE AGREEMENT

BY AND AMONG

ATLANTIC BROADBAND (MANAGEMENT) HOLDINGS, INC.,

ATLANTIC BROADBAND (MIAMI) HOLDINGS, INC.,

ATLANTIC BROADBAND (DELMAR) HOLDINGS, INC.,

ATLANTIC BROADBAND (PENN) HOLDINGS, INC.,

ATLANTIC BROADBAND (SC) HOLDINGS, INC.,

ATLANTIC BROADBAND GROUP, LLC,

AND

COGECO CABLE INC.

DATED AS OF JULY 18, 2012

TABLE OF CONTENTS

PAGE

EXHIBITS

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of July 18, 2012, is made by and among Atlantic Broadband (Management) Holdings, Inc., a Delaware corporation ("AB (Management)"), Atlantic Broadband (Miami) Holdings, Inc., a Delaware corporation ("AB (Miami)"), Atlantic Broadband (Delmar) Holdings, Inc., a Delaware corporation ("AB (Delmar)"), Atlantic Broadband (Penn) Holdings, Inc., a Delaware corporation ("AB (Penn)"), Atlantic Broadband (SC) Holdings, Inc., a Delaware corporation ("AB (SC)", together with AB (Management), AB (Miami), AB (Delmar) and AB (Penn), the "Companies" and each, individually, a "Company"), Atlantic Broadband Group, LLC, a Delaware limited liability company ("Seller"), and Cogeco Cable Inc., a Canadian corporation ("Buyer"). The Companies, Seller and Buyer shall be referred to herein from time to time collectively as the "Parties". Capitalized terms used but not otherwise defined herein have the meanings set forth in Section 1.1.

WHEREAS, Seller is the sole stockholder of each Company and owns beneficially and of record all of the issued and outstanding shares of capital stock of each Company (collectively referred to herein as the "Shares");

WHEREAS, the Parties desire that, subject to the terms and conditions hereof, Buyer will purchase from Seller, and Seller will sell to Buyer, all of the Shares.

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

ARTICLE 1

CERTAIN DEFINITIONS

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

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

"Acquisition Transaction" has the meaning set forth in Section 6.6.

"Action" means any action, cause of action, litigation, arbitration, assessment, hearing, suit, complaint, condemnation, proceeding (including Intellectual Property Right proceedings, oppositions and other proceedings before a trademark, patent and/or copyright office), citation, summons, audit or inquiry of any nature, civil, criminal, administrative, regulatory, disciplinary or otherwise, in law or in equity or other proceeding, including any forfeiture proceedings.

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

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the

power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Affiliate Contracts" has the meaning set forth in Section 3.21.

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

"Alternative Debt Commitment Letter" has the meaning set forth in Section 6.14(b).

"Alternative Debt Financing" has the meaning set forth in Section 6.14(b).

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

"Basic Subscriber" means a "Basic Subscriber" as determined pursuant to the Subscriber Accounting Policy.

"Business" means the business and operations of the Group Companies as conducted as of the date hereof.

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

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

"Buyer Credit Agreement" means that certain Credit Agreement, dated July 12, 2010 among Buyer, Canadian Imperial Bank of Commerce, as administrative agent, and the other signatories thereto.

"Buyer Disclosure Schedule" means the disclosure schedule delivered by Buyer to Seller and the Companies at the time of execution hereof.

"Buyer Fundamental Representations" means the representations and warranties contained in Sections 5.1, 5.2 and 5.4.

"Cable Systems" has the meaning as defined in the Communications Act.

"Cash and Cash Equivalents" means the aggregate amount of cash, cash equivalents and marketable securities of the Group Companies as of the Adjustment Time, determined in accordance with Section 2.4(e).

"Chancery Court" has the meaning set forth in Section 10.14.

"Claim Notice" has the meaning set forth in Section 9.3(a).

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

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

"Closing Indebtedness" means the aggregate amount of Indebtedness of the Group Companies as of the Adjustment Time, determined in accordance with Section 2.4(e).

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

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

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

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

"Communications Act" has the meaning set forth in Section 3.6(a).

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

"Confidentiality Agreement" means the confidentiality agreement, dated as of May 2, 2012, by and between Atlantic Broadband Finance, LLC and Cogeco Cable Inc.

"Consent" means any consent, approval, authorization, waiver, grant, agreement or exemption of any Person that is required in connection with (i) the execution and delivery by any Group Company, Seller or Buyer, as applicable, of this Agreement or (ii) the consummation by any Group Company, Seller or Buyer, as applicable, of the transactions contemplated herein.

"Contract" means any contract, Lease, license, indenture, loan, note, agreement, commitment, arrangement, undertaking or understanding (whether written or oral).

"Copyright Act" has the meaning set forth in Section 3.8(g).

"Credit Facilities" means, collectively, (i) that certain Credit Agreement dated as of April 4, 2012 by and among Atlantic Broadband Finance, LLC, the other credit parties signatory thereto, the lenders thereto from time to time, Credit Suisse, as administrative agent and collateral agent for the lenders party thereto and (ii) that certain Second Lien Credit Agreement dated as of April 4, 2012, by and among Atlantic Broadband Finance, LLC, the other credit parties signatory thereto, the lenders thereto from time to time and Credit Suisse, as administrative agent and collateral agent for the lenders party thereto, as the same may be amended, modified or waived from time to time.

"Current Assets" means, without duplication, the consolidated current assets of the Group Companies, which current assets shall be limited to the line items set forth on Exhibit A under the heading "Current Assets", and where such line items are calculated in accordance with GAAP and Section 2.4(e).

"Current Liabilities" means, without duplication, the consolidated current liabilities of the Group Companies, which current liabilities shall be limited to the line items set forth on Exhibit

A under the heading "Current Liabilities", and where such line items are calculated in accordance with GAAP and Section 2.4(e).

"D&O Insurance" has meaning set forth in Section 6.5(b).

"Damages" has the meaning set forth in Section 9.1(a).

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

"Debt Financing Commitment" has the meaning set forth in Section 5.5.

"Deductible" means $25,000,000.

"De Minimis Amount" means $250,000.

"Disclosed Conditions" has the meaning set forth in Section 5.5.

"Disclosure Schedules" means the Seller Disclosure Schedule and Buyer Disclosure Schedule.

"Digital Subscriber" means a "Digital Subscriber" as determined pursuant to the Subscriber Accounting Policy.

"EBU" or "Equivalent Basic Units" is a method for calculating the adjusted number of total basic subscribers employed by the Group Companies as determined pursuant to the EBU Accounting Policy.

"EBU Accounting Policy" means the policy of the Group Companies with respect to calculating EBU, as set forth in Section 3.22(a) of the Seller Disclosure Schedule.

"Employee Benefit Plan" means each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and each other employment, individual consulting, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation or other equity-based, severance or termination pay, retention or change of control plan, program or arrangement that any Group Company maintains, sponsors or contributes to for the benefit of any employee or former employee of the Group Company or with respect to which any Group Company has any material liability (contingent or otherwise).

"Enterprise Value" means $1,360,000,000 (one billion three hundred and sixty million dollars).

"Environmental Claim" means any Action, notice or other communication by any Person alleging any violation of, or any actual or potential liability under, any Environmental Laws.

"Environmental Laws" means all Laws and Orders concerning pollution or protection of the environment or, to the extent relating to exposure to Hazardous Materials, human health or safety, as such of the foregoing are promulgated and in effect on or prior to the Closing Date.

"Equity Interests" shall mean (i) any capital stock of a corporation, any partnership interest, any limited liability company interest or any other analogous equity interest or security of any Person; (ii) any security or right convertible into, exchangeable for, or evidencing the right to subscribe or exercise for, any such stock, equity interest or security referred to in clause (i); (iii) any stock appreciation right, contingent value right or similar security or right that is derivative of any such stock, equity interest or security referred to in clause (i) or (ii); and (iv) any Contract to grant, issue, award, convey or sell any of the foregoing.

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

"Escrow Account" has the meaning set forth in Section 2.5.

"Escrow Agent" has the meaning set forth in Section 2.5.

"Escrow Agreement" has the meaning set forth in Section 2.5.

"Escrow Amount" means $75,000,000.

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

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

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules and regulations thereto.

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

"FCC Approvals" has the meaning set forth in Section 3.6(a).

"FCC Fees and Contributions" means any FCC regulatory fees or contributions to programs administered by or at the direction of the FCC, the Universal Service Administrative Company, or other FCC designee, including contributions to the Universal Service Fund, FCC regulatory fees, the TRS Fund, North American Numbering Plan Administration, and Local Number Portability.

"FCC Rules" has the meaning set forth in Section 3.6(a).

"Federal Communications Laws" has the meaning set forth in Section 3.8.

"Final Purchase Price" has the meaning set forth in Section 2.4(b)(ii).

"Financial Statements" has the meaning set forth in Section 3.5(a).

"Fixtures and Equipment" means all furniture, furnishings, vehicles, equipment, computers, tools, electronic devices, towers, trunk and distribution cable, decoders and spare decoders for scrambled satellite signals, amplifiers, power supplies, conduits, vaults and pedestals, grounding and pole hardware, installed subscriber devices (including, drop lines, converters, encoders, transformers behind television sets and fittings), headends and hubs

(origination, transmission and distribution systems) hardware and closed circuit devices and other tangible personal property (other than inventory) held by the Group Companies, wherever located.

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

"GAAP" means United States generally accepted accounting principles.

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

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

"Grande" has the meaning set forth in the definition of "Transition Services Agreement".

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

"Hazardous Materials" means all wastes, pollutants, contaminants and hazardous, dangerous or toxic materials or substances, including petroleum and petroleum products, asbestos and asbestos-containing materials, mold, polychlorinated biphenyls, urea-formaldehyde insulation, radon and any other material, substance or radiation for which liability or standards of conduct may be imposed under any Environmental Laws.

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

"Indebtedness" means, as of any time with respect to any Person, without duplication, the outstanding principal amount of, accrued and unpaid interest on, fees, expenses and all other payment obligations (including any prepayment penalties or premiums payable as a result of the consummation of the transactions contemplated by this Agreement) arising under, any obligations of any Group Company, whether or not contingent, consisting of (i) indebtedness for borrowed money or for the deferred purchase price of property or services, including earn-outs and seller notes (but excluding any trade payables or accrued expenses arising in the ordinary course of business and included in the final calculation of Closing Working Capital), (ii) indebtedness evidenced by any note, bond, debenture or other debt security, guarantees, interest rate, currency or other hedging arrangements or capital leases, (iii) indebtedness under purchase money mortgages, conditional sale agreements or other similar instruments relating to purchased property or assets, including any sale and leaseback transaction, any synthetic lease or tax

ownership operating lease transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet and (iv) indebtedness evidenced by letters of credit, assurances against loss, or bankers' acceptances (in each case only to the extent drawn), in each case, as of such date or required to be paid to discharge fully all such amounts as of such date. Notwithstanding the foregoing, "Indebtedness" shall not include any obligations under operating leases.

"Indemnified Buyer Persons" has the meaning set forth in Section 9.1(a).

"Indemnified Person" has the meaning set forth in Section 9.3(a).

"Indemnified Seller Persons" has the meaning set forth in Section 9.2(a).

"Indemnifying Party" has the meaning set forth in Section 9.3(a).

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

"IP Rights" has the meaning set forth in Section 3.15.

"Latest Balance Sheet" has the meaning set forth in Section 3.5(a)(ii).

"Law" means any domestic or foreign, federal, state or local law (including common law), statute, ordinance, rule, code, regulation, Order or Permit of any Governmental Entity, and the term "applicable" with respect to such Laws (including Environmental Laws) and in a context that refers to one or more parties, means such Laws as are applicable to such party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the party or parties or its or their business, undertaking, property or securities.

"Lease" means any lease, sublease, license or other agreement for the use or occupancy of real property, including any master lease, regardless of whether the terms thereof have commenced.

"Leased Real Property" has the meaning set forth in Section 3.20(a).

"Lenders" has the meaning set forth in Section 5.5.

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

"LFA Approvals" has the meaning set forth in Section 3.6(a).

"Lien" means any mortgage, pledge, security interest, encumbrance, lien (statutory or otherwise), charge, right of way, easement, encroachment, hypothecation, servitude, right of first offer, right of first refusal, title defect, claim, deed of trust, purchase right or an agreement to create any of the foregoing, including any restriction or covenant with respect to use, voting,

transfer, receipt of income or exercise of other attributes of ownership. For the avoidance of doubt, the term "Lien" shall not be deemed to include any license of Intellectual Property Rights.

"Marketing Period" means a period of 20 consecutive Business Days after the date upon which Buyer has delivered to Seller the unaudited consolidated balance sheet of Atlantic Broadband Finance, LLC, and the related unaudited consolidated statements of income and cash flows as of and for the quarterly period ended June 30, 2012; provided that (i) the Marketing Period shall end no earlier than September 30, 2012, (ii) if the Marketing Period has not ended on or prior to August 17, 2012, the Marketing Period shall commence no earlier than September 5, 2012, (iii) for purposes of this definition, the term "Business Day" shall exclude November 21 through November 23, 2012 and December 21 through December 28, 2012 and (iv) the Marketing Period shall end on any earlier date on which the Debt Financing is funded.

"Material Adverse Effect" means a material adverse effect upon the financial condition, business, or results of operations of the Group Companies, taken as a whole; provided, however, that any adverse change, event or effect arising from or related to (i) conditions affecting the United States economy generally, (ii) any national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP after the date hereof, (v) changes after the date hereof in any Laws or other binding directives issued by any Governmental Entity, (vi) any change that is generally applicable to the industries or markets in which the Group Companies operate, (vii) the public announcement of the transactions contemplated by this Agreement or (viii) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (although any facts and circumstances that may have given rise or contributed to any such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect), shall not be taken into account in determining whether a "Material Adverse Effect" has occurred; provided that, with respect to a matter described in any of the foregoing clauses (i), (ii), (iii), (iv), (v) and (vi), such matter shall only be excluded so long as such matter does not have a materially disproportionate effect on the Group Companies, taken as a whole, relative to other comparable entities operating in the United States in the industry in which the Group Companies operate.

"Material Contracts" has the meaning set forth in Section 3.9(a).

"Material Real Property Lease" has the meaning set forth in Section 3.20(a).

"Net Working Capital" means, as of any time, the aggregate amount of Current Assets of the Group Companies as of such time minus the aggregate amount of Current Liabilities of the Group Companies as of such time, in each case determined on a consolidated basis in accordance with Section 2.4(e). Notwithstanding anything to the contrary contained herein, in no event shall "Net Working Capital" include any amounts with respect to Cash and Cash Equivalents, Seller Expenses or Closing Indebtedness.

"New Plans" has the meaning set forth in Section 6.9.

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

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

"Order" means any order, judgment, decision, decree, directive, settlement, injunction, writ, stipulation, determination, ruling or award issued by any Governmental Entity.

"Owned Real Property" has the meaning set forth in Section 3.20(a).

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

"Permits" has the meaning set forth in Section 3.7.

"Permitted Liens" means (i) mechanic's, materialmen's, carriers', repairers' and other Liens arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith and for which adequate reserves with respect thereto have been made in the Financial Statements in accordance with GAAP, (ii) Liens for Taxes, assessments or other governmental charges not yet due and payable as of the Closing Date or which are being contested in good faith, (iii) encumbrances and restrictions on real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not materially interfere with any Group Company's present use or occupancy of such real property, (iv) Liens securing the obligations of the Group Companies under the Credit Facilities, (v) Liens which would not, or would not reasonably be expected to, materially interfere with the operation or use of the asset or property or exercise of the right with respect thereto, (vi) Liens granted to any lender at the Closing in connection with any financing by Buyer of the transactions contemplated hereby, (vii) zoning, building codes and other land use laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the businesses of any Group Company, (viii) matters that would be disclosed by an accurate survey of the real property, provided that such matters do not materially interfere with any Group Company's present use or occupancy of such real property, (ix) Liens described in Section 1.1 of the Seller Disclosure Schedule and (x) any right, interest, Lien or title of a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any license or Lease or in the property being leased or licensed.

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

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Programming Agreement" means any Contract pursuant to which the Group Companies have the right to carry audio and/or video programming (or pay for or otherwise provide compensation with regard to cable television programming) on any System and all related

arrangements, including with respect to programming and launch initiatives and support; provided that the term "Programming Agreement" shall not include any local System leased access agreement required by any applicable Law.

"Purchase Price" means (i) Enterprise Value, plus (ii) the amount of Cash and Cash Equivalents, plus (iii) the amount (if any) by which Closing Working Capital exceeds Target Working Capital, minus (iv) the amount (if any) by which Target Working Capital exceeds Closing Working Capital, minus (v) the amount of Closing Indebtedness, and minus (vi) the amount of Seller Expenses. An example calculation of the Purchase Price is attached hereto as Exhibit A.

"Release Date" has the meaning set forth in Section 10.1.

"Retransmission Consent Agreement" means a Programming Agreement whereby any Group Company is expressly authorized to retransmit the signal of a commercial broadcasting station (other than a commercial broadcasting station that is a superstation (and that was a superstation on May 1, 1991) that is distributed by satellite carrier and whose signals are distributed outside the local market of the originating station).

"SEC" shall mean the United States Securities and Exchange Commission or any successor thereto.

"SEC Reports" has the meaning set forth in Section 3.4.

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

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules or regulations thereto.

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

"Seller Disclosure Schedule" means the disclosure schedule delivered by Seller and the Companies to Buyer at the time of execution hereof.

"Seller Expenses" means, without duplication, the collective amount due and payable by the Group Companies as of the Closing Date for all out of pocket costs and expenses incurred by any of the Group Companies or by or on behalf of Seller (to the extent such amounts are a liability of any Group Company) in connection with the consummation of the transactions contemplated by this Agreement, including the fees and expenses of Kirkland & Ellis LLP, Wiltshire & Grannis LLP and Credit Suisse Securities (USA) LLC relating thereto, and any transaction bonuses, change of control bonuses, success, retention or similar bonuses that become due as a result of the transactions contemplated by this Agreement. For the avoidance of doubt, such amounts shall not include any cash used by the Group Companies to ensure that the transactions contemplated by this Agreement do not trigger a change in control under the Credit Facilities.

"Seller Fundamental Representations" means the representations and warranties contained in Sections 3.1, 3.2, 3.3, 4.1 and 4.3.

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

"Side Letter" has the meaning set forth in Section 10.2.

"State Communications Laws" has the meaning set forth in Section 3.8(a).

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subscriber Accounting Policy" means the policy of the Group Companies with respect to calculating Basic Subscribers, Digital Subscribers, High-speed Data Residential Subscribers, and Telephone Residential Subscribers, as set forth in Section 3.22 of the Seller Disclosure Schedule.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary. For purposes of this Agreement, the Subsidiaries of the Companies shall include Atlantic Broadband Holdings II, LLC and its Subsidiaries.

"System Pole Contracts" has the meaning set forth in Section 3.8(i).

"Systems" means the Cable Systems owned and operated by Seller.

"Target Working Capital" means $20,000,000, expressed as a negative number.

"Tax" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, telecommunications, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, windfall profits, environmental (under Section 59A of the Code), customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever and any interest, penalties or additions to tax in respect of the foregoing (whether disputed or not). Notwithstanding the foregoing and for the avoidance of doubt, the definition of "Tax" shall not include any FCC Fees and Contributions.

"Tax Return" has the meaning set forth in Section 3.18(a).

"Telephone Residential Subscriber" means a "Telephone Residential Subscriber" as determined pursuant to the Subscriber Accounting Policy.

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

"Third Party Claim" has the meaning set forth in Section 9.3(b).

"Transfer Taxes" means all mean transfer, documentary, sales, use, registration and other similar Taxes.

"Transition Services Agreement" means that certain Transition Services Agreement, of even date herewith, by and among Atlantic Broadband Finance, LLC, a Delaware limited liability company, and Grande Communications Networks, LLC, a Delaware limited liability company ("Grande"), as set forth on Exhibit B.

"WARN" has the meaning set forth in Section 3.16.

ARTICLE 2

PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Shares. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will purchase and acquire from Seller, and Seller will sell, assign, transfer and convey to Buyer, the Shares, free and clear of any Liens (other than restrictions on transfer arising under securities Laws), in exchange for the Purchase Price. The Purchase Price will be estimated prior to the Closing Date and subject to post-Closing adjustments as provided in Section 2.4 and the Escrow Amount as provided in Section 2.5.

Section 2.2 Closing of the Transactions Contemplated by this Agreement. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., New York time, on the third (3rd) Business Day after satisfaction (or waiver) of the conditions set forth in ARTICLE 7 (other than those conditions to be satisfied by the delivery of documents or taking of any other action at the Closing by any Party) at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, unless another time, date or place is agreed to in writing by Buyer and Seller; provided, however, that notwithstanding the satisfaction or waiver of the conditions set forth in Article 7, Buyer shall not be required to effect the Closing until the earlier of (a) a date during the Marketing Period specified by Buyer on no less than three Business Days' notice to Seller and (b) the final day of the Marketing Period. The date of the Closing is referred to herein as the "Closing Date".

Section 2.3 Deliveries at the Closing.

(a) Deliveries by Seller. At the Closing, Seller shall deliver to Buyer certificates representing the Shares, duly endorsed in blank or accompanied by stock powers or any other proper instrument of assignment endorsed in blank in proper form for transfer.

(b) Deliveries by Buyer. At the Closing, Buyer shall (i) pay to Seller by wire transfer of immediately available funds, to the accounts specified in writing by Seller to Buyer no later than two (2) Business Days prior to the Closing Date, an amount equal to (x) the Estimated Purchase Price less (y) the Escrow Amount, and (ii) deposit (or cause to be deposited) with the Escrow Agent by wire transfer of immediately available funds, to the account specified in writing by the Escrow Agent to Buyer no later than two (2) Business Days prior to the Closing Date, the Escrow Amount. Buyer shall cause the Companies to pay all Seller Expenses in accordance with payment instructions delivered by Seller to Buyer (to the extent such expenses have not already been paid). For the avoidance of doubt, the sum of all of the payments described in Section 2.3(b) shall equal the Estimated Purchase Price.

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

Section 2.4 Purchase Price.

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

(b) Determination of Final Purchase Price.

(i) As soon as reasonably practicable, but no later than ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Seller a statement (the "Closing Statement") setting forth Buyer's good faith determination of the actual amounts of Closing Net Working Capital, Cash and Cash Equivalents, Closing Indebtedness and Seller Expenses, together with a calculation of the Purchase Price based thereon. The Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with this Agreement, including Section 2.4(e).

(ii) Within thirty (30) days following receipt by Seller of the Closing Statement, Seller shall deliver written notice (an "Objection Notice") to Buyer specifying any dispute in reasonable detail it has with respect to the preparation or content of the Closing Statement. Any amount, determination or calculation contained in the Closing Statement and not specifically disputed in a timely delivered Objection Notice shall be final, conclusive and binding on the Parties. If Seller does not timely deliver an Objection Notice with respect to the Closing Statement within such thirty (30) day period, the Closing Statement will be final, conclusive and binding on the Parties. If an Objection Notice is timely delivered within such thirty (30) day period, Buyer and Seller shall negotiate in good faith to resolve each dispute raised therein (each, an "Objection"). If Buyer and Seller, notwithstanding such good faith efforts, fail to resolve any Objections within fifteen (15) days after Seller delivers an Objection Notice, then Buyer and Seller shall jointly engage KPMG LLP (the "Accounting Firm") to

resolve such disputes in accordance with this Agreement (including Section 2.4(e)) as soon as practicable thereafter (but in any event within thirty (30) days after engagement of the Accounting Firm). Buyer and Seller shall cooperate in good faith with the Accounting Firm during the term of its engagement and shall cause the Accounting Firm to deliver a written report containing its calculation of the disputed Objections (which calculation shall be within the range of dispute between the Closing Statement and the Objection Notice, and the Accounting Firm may not assign a value to any disputed item greater than the greatest value for such item claimed by either Buyer or Seller or less than the smallest value for such item claimed by either Buyer or Seller) within such thirty (30) day period. For the avoidance of doubt, the Accounting Firm shall not review any line items or make any determination with respect to any matter other than the Objections. All Objections that are resolved between the Parties or are resolved by the Accounting Firm (which shall constitute an arbitral award) will be final, conclusive and binding on the Parties absent manifest error, upon which a judgment may be rendered by a court having proper jurisdiction thereover, and the calculation of the Purchase Price that has been deemed accepted by and binding on Seller and Buyer, as determined either through agreement of Seller and Buyer (deemed or otherwise) or through the determination of the Accounting Firm pursuant to this Section 2.4(b), is referred to herein as the "Final Purchase Price". The fees, costs and expenses of the Accounting Firm shall be allocated by the Accounting Firm and apportioned between Seller, on the one hand, and Buyer, on the other hand, in the same proportion that the aggregate amount of such resolved disputed items so submitted to the Accounting Firm that is unsuccessfully disputed by each such Party (as finally determined by the Accounting Firm) bears to the total amount of such resolved disputed items so submitted. For example, if Seller claims that the appropriate adjustments are $1,000 greater than the amount determined by Buyer and if the Accounting Firm ultimately resolves the Objection(s) by awarding to Seller $300 of the $1,000 contested, then the fees, costs and expenses of the Accounting Firm will be allocated 30% (i.e., 300 ÷ 1,000) to Buyer and 70% (i.e., 700 ÷ 1,000) to Seller.

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

(d) Adjustments.

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

(ii) If the Final Purchase Price is less than the Estimated Purchase Price, then Seller and Buyer shall promptly cause the Escrow Agent to release from the Escrow Account and deliver to Buyer an amount reflecting the difference between the Estimated Purchase Price and the Final Purchase Price by wire transfer of immediately available funds within three (3) Business Days after the date on which the Final Purchase Price is finally determined to an account or accounts designated by Buyer in writing.

(iii) All payments made pursuant to this Section 2.4 shall be treated by all Parties for Tax purposes as adjustments to the Purchase Price.

(e) Accounting Procedures. The Estimated Closing Statement, the Closing Statement and the determinations and calculations contained therein shall be prepared and calculated on a consolidated basis for the Group Companies in accordance with GAAP and using the same accounting principles, practices, procedures, policies and methods (including classifications, judgments, inclusions, exclusions and valuation and estimation methodologies) used and applied consistently with past practice by the Group Companies and in the preparation of the Latest Balance Sheet, except that such statements, calculations and determinations: (i) shall not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement, (ii) shall be based on facts and circumstances as they exist as of the Closing and shall exclude the effect of any act, decision or event occurring after the Closing, (iii) shall follow the defined terms contained in this Agreement whether or not such terms are consistent with GAAP and (iv) shall calculate any reserves, accruals or other non-cash expense items on a pro rata (as opposed to monthly accrual) basis to account for a Closing that occurs on any date other than the last day of a calendar month.

(f) Allocation of Purchase Price. The Purchase Price shall be allocated between the common shares of the Companies in the manner set forth on Exhibit C. The Buyer and the Seller shall report an allocation of the Purchase Price among the Shares in a manner entirely consistent with Exhibit C and shall not take any position inconsistent therewith in the preparation of financial statements for Tax purposes, the filing of any Tax Returns or in the course of any audit by any Governmental Entity, Tax review or Tax proceeding relating to any Tax Returns unless otherwise required by applicable Law.

Section 2.5 Escrow Account. After the date hereof and prior to the Closing, Seller and Buyer shall cooperate in good faith to establish an escrow account (the "Escrow Account") with Citibank N.A. (the "Escrow Agent"), pursuant to an Escrow Agreement (the "Escrow Agreement"), in a form reasonably acceptable to Buyer and Seller, for the Escrow Amount. The Escrow Amount shall be held in the Escrow Account by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement, to serve as the sole source of payment for any amounts owed by Seller to Buyer pursuant to Section 2.4(d)(ii) or ARTICLE 9. Upon the terms and conditions of the Escrow Agreement, any funds in the Escrow Account not so used shall be distributed to Seller in accordance with this Agreement. In the event of a conflict between the Escrow Agreement and this Agreement, the terms of this Agreement shall govern.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

Except as (i) disclosed in any SEC Reports (defined below) (to the extent it is reasonably apparent that any such disclosure set forth in the SEC Reports would qualify the representations and warranties contained herein, and excluding any risk factor disclosures or other cautionary, predictive or forward-looking disclosures contained therein), other than with respect to Section 3.2, Section 3.5 and Section 3.10(a)(i) and (ii) set forth in the Seller Disclosure Schedule, each Company hereby represents and warrants to Buyer as follows:

Section 3.1 Organization and Qualification; Subsidiaries.

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

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

(c) True and complete copies of the Governing Documents of each Group Company have previously been provided to Buyer, and no Group Company is in violation or breach of, or default under, any of such Governing Documents, except for violations, breaches or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.2 Capitalization of the Group Companies.

(a) The Shares comprise all of the authorized capital stock of the Companies that are issued and outstanding, and the Shares have been duly authorized and validly issued and are fully paid and non-assessable and were issued in compliance with all applicable Laws concerning the issuance of securities and the Companies' Governing Documents. There are no other Equity Interests of the Companies authorized, issued or outstanding. All Shares are wholly owned, beneficially and of record, by Seller, free and clear of any Liens (other than restrictions on Transfer arising under securities Laws). There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, commitments or other similar Equity Interests of any character under which any Company is or may become obligated to issue or sell, or giving any third party a right to subscribe for or acquire or control, or in any way dispose of, any Equity Interests of any Company, and no Contracts evidencing such rights are agreed, authorized, issued or outstanding. The outstanding Equity Interests of the Companies are not subject to any voting trust agreement or other Contract restricting or otherwise relating to the voting, dividend rights or disposition of such Equity Interests. There are no phantom stock or similar rights providing economic benefits based, directly or indirectly, on the value or price of the Equity Interests of any Company. There are no obligations, contingent or otherwise, of any Company to repurchase, redeem or otherwise acquire any Equity Interests of any Company.

(b) Except as set forth on Section 3.2(b) of the Seller Disclosure Schedule, no Group Company directly or indirectly owns any Equity Interest in any Person. Section 3.2(b) of the Seller Disclosure Schedule sets forth the name, owner, jurisdiction of formation or organization (as applicable) and percentages of all outstanding Equity Interests owned, directly

or indirectly, by each Group Company. Except as set forth on Section 3.2(b) of the Seller Disclosure Schedule, all outstanding Equity Interests of each Subsidiary of the Companies (i) have been duly authorized and validly issued and are fully paid and non-assessable (except to the extent such concepts are not applicable under the applicable Law of such Subsidiary's jurisdiction of formation or other applicable Law); (ii) are free and clear of any preemptive rights or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, commitments or other similar Equity Interests of any character under which such Subsidiary is or may become obligated to issue or sell, or, giving any third party a right to subscribe for or acquire or control, or in any way dispose of, any Equity Interests of such Subsidiary, and no Contracts evidencing such rights are agreed, authorized, issued or outstanding (except to the extent provided by applicable Law and other than such rights as may be held by any Group Company other than the Companies); (iii) are not subject to any voting trust agreement or other Contract restricting or otherwise relating to the voting, dividend rights or disposition of such Equity Interests (other than restrictions under applicable Laws); and (iv) are wholly owned, beneficially and of record, by another Group Company other than the Companies, free and clear of all Liens (other than Permitted Liens). Except as set forth on Section 3.2(b) of the Seller Disclosure Schedule, there are no (i) phantom stock or similar rights providing economic benefits based, directly or indirectly, on the value or price of the Equity Interests of any Subsidiary of a Company or (ii) obligations, contingent or otherwise, of any Subsidiary of a Company to repurchase, redeem or otherwise acquire any Equity Interests of any Subsidiary of a Company.

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

Section 3.4 SEC Reports. Atlantic Broadband Finance, LLC has filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed or furnished to the SEC by it during the period beginning on January 1, 2009 and ending on April 1, 2012 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "SEC Reports"), and has paid all fees and assessments due and payable in connection therewith. Each SEC Report complied as of its filing date, or as of its last date of amendment, in all material respects as to form with the applicable requirements of the Securities Act or the Exchange Act, as the

case may be, each as in effect on the date such SEC Report was filed. True and correct copies of all SEC Reports filed prior to the date hereof have been made available to Buyer or are publicly available in the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC. As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing), each SEC Report did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.5 Financial Statements.

(a) Attached hereto as Section 3.5 of the Seller Disclosure Schedule are true and complete copies of the following financial statements (such financial statements, including those delivered pursuant to Section 6.2, the "Financial Statements"):

(i) the audited consolidated balance sheets of Atlantic Broadband Finance, LLC as of December 31, 2009 and December 31, 2010, and the related audited consolidated statements of income and cash flows for the fiscal years then ended (including any related notes thereto and the reports of the independent auditors thereon); and

(ii) the audited consolidated balance sheet of Atlantic Broadband Finance, LLC as of December 31, 2011 (the "Latest Balance Sheet"), and the related audited consolidated statements of income and cash flows for the fiscal year then ended (including any related notes thereto and the reports of the independent auditors thereon); and

(iii) the unaudited interim consolidated balance sheet of Atlantic Broadband Finance, LLC as of May 31, 2012, and the related unaudited interim consolidated statements of income and cash flows for the five month period then ended.

(b) Except as set forth on Section 3.5(b) of the Seller Disclosure Schedule, the Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, except as may be indicated in the notes thereto and subject, in the case of unaudited or interim Financial Statements, to the absence of footnotes and normal year end adjustments and (ii) fairly present, in all material respects, the consolidated financial position of the Group Companies as of the dates thereof and their consolidated results of operations for the periods then ended (subject, in the case of unaudited or interim Financial Statements, to the absence of footnotes and normal year end adjustments).

Section 3.6 Consents and Requisite Governmental Approvals; No Violations.

(a) Except as set forth on Section 3.6(a) of the Seller Disclosure Schedule, no notices to, filings with, or authorizations, consents or approvals of any Person or Governmental Entity are necessary for the execution, delivery or performance by any Group Company of this Agreement or the Ancillary Documents to which such Group Company is a party or the consummation by the Company of the transactions contemplated hereby, except for (i) compliance with and filings under the HSR Act, (ii) notices to, filings with, or authorizations, consents, approvals or other actions (the "FCC Approvals") as are required to be made with or obtained from the Federal Communications Commission (the "FCC") under the Communications

Act of 1934, as amended (the "Communications Act") and all rules, regulations and published policies promulgated by the FCC under the Communications Act (the "FCC Rules") and as set forth on Section 3.6(a) of the Seller Disclosure Schedule, (iii) the notices to, filings with, or authorizations, consents, approvals or other actions (the "LFA Approvals") as are required to be made with or obtained from any state or local franchise authority or other Governmental Entity (each, an "LFA") concerning a franchise or other agreement, license, Permit, resolution, ordinance or other written acknowledgement that authorizes the construction, upgrade, maintenance and operation of any telecommunications, Voice over Internet Protocol, cable or open video system (as defined in the Communications Act, the FCC Rules, or by state law) by a Group Company (including any expired franchise, as set forth on Section 3.7(a) of the Seller Disclosure Schedule, for all of which the applicable Group Company continues to perform its obligations thereunder in all material respects) (a "Franchise") or any of its Subsidiaries and as set forth on Section 3.6(a) of the Seller Disclosure Schedule, (iv) those the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect and (v) those that may be required solely by reason of Buyer's (as opposed to any other third party's) participation in the transactions contemplated hereby.

(b) Neither the execution, delivery or performance by a Group Company of this Agreement or the Ancillary Documents to which a Group Company is a party nor the consummation by a Group Company of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of any Group Company's Governing Documents, (ii) except as set forth on Section 3.6(b) of the Seller Disclosure Schedule, result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right, including termination, cancellation, modification, or acceleration) under any of the terms, conditions or provisions of any Material Contract, Material Real Property Lease or, assuming the FCC Approvals and LFA Approvals have been obtained prior to consummation by a Group Company of the transactions contemplated hereby and the FCC Approvals and LFA Approvals have not been stayed, suspended, revoked or invalidated, Permit, (iii) assuming the FCC Approvals and LFA Approvals have been obtained prior to consummation by a Group Company of the transactions contemplated hereby and the FCC Approvals and LFA Approvals have not been stayed, suspended, revoked, or invalidated, violate any applicable Law or Order of any Governmental Entity having jurisdiction over any Group Company or any of their respective properties or assets, (iv) except as expressly contemplated by this Agreement, result in any Group Company being required to acquire or offer to acquire any Equity Interests or any material asset owned by any third party or (v) except as contemplated by this Agreement or with respect to Permitted Liens, result in the creation of any Lien upon any of the equity, assets or properties of any Group Company, which, in the case of any of clauses (ii) or (v) above, would reasonably be expected to have a Material Adverse Effect.

Section 3.7 Permits. The Group Companies have obtained and hold all permits required to conduct their businesses as currently conducted (collectively, the "Permits"), except where the failure to have obtained and hold any of the Permits would not have, individually or in the aggregate, a Material Adverse Effect. Except as would not have, individually or in the aggregate, a Material Adverse Effect or as set forth on Section 3.7 of the Seller Disclosure Schedule:

(a) Each Permit is valid and in full force and effect either pursuant to its terms or by operation of law, and any necessary application for renewal of any such Permit has been timely filed.

(b) Each Group Company is in compliance with the terms of all Permits held by such Group Company, and there has been since January 1, 2009 no breach or violation by any Group Company of any of such Permits.

(c) There is no Action pending or, to the knowledge of the Companies, threatened against or relating to any of the Permits before the FCC, any LFA or any other Governmental Entity.

(d) None of the Group Companies have received any written notice from the FCC, any LFA or any other Governmental Entity or other Person specifying a default or violation with respect to a Permit or applicable Law or Order, except where such default or violation has already been cured.

(e) There is no pending Action to revoke or suspend any Permit, and since January 1, 2009, no Governmental Entity has given written notice to the Group Companies that it intends to commence an Action to revoke or suspend any Permit, or given written notice that it intends not to renew any Permit.

This Section 3.7, together with Section 3.6, Section 3.8 and Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies regarding Permits.

Section 3.8 Communications Matters. Except as set forth on Section 3.8 of the Seller Disclosure Schedule:

(a) The Group Companies (i) are in compliance in all material respects with the Communications Act, the Communications Assistance to Law Enforcement Act, the Copyright Act and the FCC Rules (collectively, the "Federal Communications Laws"), and (ii) except as would not have, individually or in the aggregate, a Material Adverse Effect, are in compliance with any other applicable state or local Laws concerning the provision of intrastate telecommunications services or concerning the operation of any telecommunications, cable, Voice over Internet Protocol or open video system ("State Communications Laws"), and there is not any Order or Action pending or, to the knowledge of the Companies, threatened in writing by the FCC or any LFA for any alleged violations of Federal Communications Laws or State Communications Laws and any other applicable Laws or Orders.

(b) (i) Except as would not to have, individually or in the aggregate, a Material Adverse Effect, the Group Companies have filed all rate regulation forms required to be filed with the FCC and appropriate LFAs and (ii) the Systems are in material compliance with all applicable FCC and LFA rate regulations.

(c) Except for any failure to timely submit which would not have, individually or in the aggregate, a Material Adverse Effect, where the requirements of Section 626 of the Communications Act are applicable or where otherwise required to submit such a notice by

applicable Law or agreement, a written request for renewal has been timely submitted under Section 626 of the Communications Act with the proper LFA with respect to any Franchise that will expire within thirty (30) months after the date of this Agreement. There are no applications by the Group Companies relating to any Franchises pending before any Government Entity that are material to the Business. None of the Group Companies or any Government Entity has commenced or requested the commencement of an administrative proceeding concerning the renewal of a Franchise as provided in Section 626(c)(1) of the Communications Act.

(d) Except for those Franchises the failure of which to hold would not have, individually or in the aggregate, a Material Adverse Effect, the Group Companies hold all Franchises to operate the Systems lawfully for the Business and in the manner in which they are presently operated. Except as would not have, individually or in the aggregate, a Material Adverse Effect, the Group Companies are in compliance with the Franchises. None of the Group Companies has received notice from any Person that any Franchise will not be renewed or that the applicable Governmental Entity has challenged or raised any material objection to or, as of the date hereof, otherwise questioned in any material respect, the Group Companies' requests for any such renewal under Section 626 of the Communications Act and the Group Companies have duly and timely complied in all material respects with any and all inquiries and demands by any and all Government Entities made with respect to the Group Companies' requests for any such renewal. The Group Companies have no outstanding construction, build-out, or other material obligations under the Franchises.

(e) The Group Companies have paid all required FCC Fees and Contributions and duly and timely filed all reports required to be filed with the FCC or the Universal Service Administrative Company in connection with any contribution program administered by the FCC, except for any failure to pay or file which would not have, individually or in the aggregate, a Material Adverse Effect.

(f) With respect to any System that is being operated without a Franchise, the Group Companies have operated such System on a continuous basis since acquiring such System. As of the date of this Agreement, except as set forth on Section 3.8(f) of the Seller Disclosure Schedule, no Government Entity in any such System has requested that the Group Companies or their respective predecessors enter into a written Franchise.

(g) The Group Companies (i) have filed with the Copyright Office all required statements of account with respect to the Systems that were required to have been filed in the past three years in accordance with the Copyright Act of 1976 and regulations promulgated pursuant thereto (the "Copyright Act"), (ii) have paid all royalty fees payable with respect to such Systems in the past three years, 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 have a Material Adverse Effect and (iii) have not received any notice from the Copyright Office that any material additional fees are owed.

(h) Except as set forth on Section 3.8(h) of the Seller Disclosure Schedule, each station carried by the Systems on the date hereof is carried pursuant to a written Retransmission Consent Agreement, "must-carry" election (including default "must-carry" elections, where no election was made) or other written Programming Agreement, copies of

which have been delivered to Buyer. If Seller is unable to deliver copies of any such Retransmission Consent Agreement or Programming Agreement as a result of a confidentiality restriction set forth therein, Seller shall use reasonable best efforts to obtain the Consent of the applicable third party to deliver such Retransmission Consent Agreement or Programming Agreement to Buyer pursuant to this Section 3.8(h).

(i) Except as would not have, individually or in the aggregate, a Material Adverse Effect, the Group Companies have all pole attachments and conduit use contracts to operate the Systems as presently operated ("System Pole Contracts"). The Systems are in compliance in all respects with all System Pole Contracts and applicable Laws, including the National Electric Safety Code, and the requirements of any applicable utility, except for any non-compliance that would not, individually or in the aggregate, be material to the Group Companies, taken as a whole.

This Section 3.8, together with Section 3.6, Section 3.7 and Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies regarding communications law matters.

Section 3.9 Material Contracts.

(a) Except as set forth on Section 3.9(a) of the Seller Disclosure Schedule (collectively, the "Material Contracts") and except for this Agreement and except for any Material Real Property Lease, as of the date of this Agreement, no Group Company is a party to or bound by any Contract:

(i) that is a Contract with any officer, individual employee or independent contractor on a full time, part time, consulting or other basis providing annual compensation in excess of $250,000 (two hundred fifty thousand dollars) (other than any "at will" Contract that may be terminated by any Group Company upon thirty (30) days or less advance notice), including Contracts with respect to employment, severance, separation, change in control, retention or similar arrangements for the provision of services to the Group Companies on a full or part time basis;

(ii) that restricts in any material respect the conduct of business by the Group Companies or their ability to compete in any line of business in any geographical area or that in any way limits in any material respect the ability of any Group Company to compete with any Person;

(iii) that is a Retransmission Consent Agreement;

(iv) that relates to programming pursuant to which the Group Companies will spend (or are expected to spend), in the aggregate, more than $1,000,000 (one million dollars) during the current fiscal year;

(v) that relates to the lease, indefeasible right of use, or other similar right of the Group Companies to utilize fiber in its business and pursuant to which the Group Companies will spend (or are expected to spend) in the aggregate, more than $500,000 (five hundred thousand dollars) during the current fiscal year;

(vi) that is a lease, license or agreement under which any Group Company is lessor or licensor of or permits any third party to hold, use or operate any tangible property (other than real property) or Intellectual Property Rights, owned or controlled by the Group Companies (or a license for any Group Company to use the Intellectual Property of any third party), except for any lease, license or agreement under which the aggregate annual payments do not exceed $1,000,000 (one million dollars);

(vii) that is an agreement (or combination of agreements with the same vendor) to which any Group Company is a party that permits any Group Company to obtain telephone numbers for assignment to voice service subscribers and to connect to and interoperate with the public switched telephone network, and pursuant to which the Group Companies will spend or receive (or are expected to spend or receive), in the aggregate, more than $2,000,000 (two million dollars) during the current fiscal year;

(viii) the loss of which would have a Material Adverse Effect;

(ix) that has future sums due from the Group Companies during the period commencing on the date of this Agreement and ending on the 12-month anniversary of this Agreement in excess of an aggregate amount therefor of $2,500,000 (two million five hundred thousand dollars) and which is not terminable without material penalty upon not more than ninety (90) days' notice to the counterparty;

(x) that is a collective bargaining agreement, labor contract or other written agreement or arrangement with any labor union or any employee organization;

(xi) that is a Contract pursuant to which any Group Company has agreed, as of the date of this Agreement, to acquire or dispose of (A) any System, headend, Franchise, Permit, business or all or substantially all the assets of any Person or business or (B) any other assets other than, in the case of this clause (B) only, in the ordinary course of business;

(xii) that provides for earn-outs payable by any Group Company;

(xiii) that involves any material joint venture, legal partnership, strategic alliance or similar arrangement;

(xiv) that is with any Governmental Entity (including pertaining to alleged violations of applicable Law other than Franchises) involving the payment or receipt by the Group Companies of amounts in excess of $250,000 (two hundred fifty thousand dollars) during the current fiscal year;

(xv) that grants or restricts the right to use material Intellectual Property Rights used in the Business (other than licenses granting rights to use readily available commercial "off the shelf" or "click wrap" software, and licenses to suppliers and distributors, and implied licenses granted in the ordinary course of business of the Group Companies);

(xvi) that relates to any material settlement with respect to disputes;

(xvii) that contains (i) other than pursuant to or as required by applicable Law, a "clawback" or similar undertaking requiring the contribution, reimbursement or refund by a Group Company of any prior distribution, return of capital or fees (whether performance based or otherwise) paid to the Group Companies or (ii) a "most favored nation" or "exclusivity" or similar provision; or

(xviii) that relates to Indebtedness, except any such agreement between or among any of the Company and its wholly owned Subsidiaries.

(b) Except as set forth on Section 3.9(b) of the Seller Disclosure Schedule, each Material Contract is in full force and effect and valid and binding on the applicable Group Company and enforceable in accordance with its terms against such Group Company and, to the knowledge of the Companies, each other party thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). Copies of all such Material Contracts have been made available to Buyer in the electronic data room or in on-site meetings as of midnight on July 17, 2012, and such copies are complete and correct (except insofar as any Material Contracts contain or are otherwise subject to confidentiality provisions under which only a redacted copy thereof may be provided in order to maintain compliance with such confidentiality provisions, in which case a copy so redacted has been made available). Except as set forth on Section 3.9(b) of the Seller Disclosure Schedule, no condition exists or event exists which (whether with or without notice or lapse of time or both) would constitute a breach or default (or has been alleged in a communication to the Group Companies in writing or, to the knowledge of the Companies, orally to constitute a breach or default) by any of the Group Companies or, to the knowledge of the Companies, any other party thereto under, or result in a right of termination of (and no written notice of any intent to terminate has been received by any of the Group Companies), or give rise to any right to accelerate or otherwise modify any other right or obligation under, any such Material Contract, except for defaults or rights that have not had or reasonably would not be expected to have a Material Adverse Effect. None of the Group Companies has received written notice from any other party of its intent to cancel or terminate any Material Contract.

Section 3.10 Absence of Changes; No Undisclosed Liabilities.

(a) Except as set forth on Section 3.10 of the Seller Disclosure Schedule, during the period beginning on the date of the Latest Balance Sheet and ending on the date of this Agreement, (i) there has not been any event, change, occurrence or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (ii) each Group Company has conducted its business in the ordinary course substantially consistent with past practices and (iii) since the Latest Balance Sheet, none of the Group Companies has taken any action that, if taken after the date hereof, would constitute a breach of Section 6.1 absent consent of Buyer.

(b) Except to the extent of (i) liabilities disclosed or reserved for in the Financial Statements (including Taxes), (ii) liabilities incurred after the Latest Balance Sheet in the ordinary course of business consistent with past practice or (iii) liabilities of a type which are the subject matter of any other representation (without regard to any specific exclusions from

such representations) in this ARTICLE 3 (other than this Section 3.10) or which are set forth on the Seller Disclosure Schedule, the Group Companies do not have any liabilities which would be required to be set forth on a balance sheet in accordance with GAAP.

(c) Notwithstanding the foregoing or anything to the contrary herein, except as set forth on Section 3.10(c) of the Seller Disclosure Schedule, for income tax accruals for the current tax year (which will either be paid prior to Closing or included in Current Liabilities in Net Working Capital) or for ordinary course franchise taxes payable to the State of Delaware (which will either be paid prior to Closing or included in Current Liabilities in Net Working Capital), none of the Companies have any liabilities (including as a result of the sale of the Companies) other than the Seller Expenses.

Section 3.11 Litigation. Except as set forth on Section 3.11 of the Seller Disclosure Schedule, there is no material Action pending or, to the Companies' knowledge, threatened against any Group Company before any Governmental Entity. Except as set forth on Section 3.11 of the Seller Disclosure Schedule, no Group Company is subject to any material outstanding Order.

Section 3.12 Compliance with Applicable Law. Except as set forth on Section 3.12 of the Seller Disclosure Schedule, since January 1, 2009, the business of the Group Companies has been operated in compliance in all material respects with all applicable Laws. Except as set forth on Section 3.12 of the Seller Disclosure Schedule, as of the date of this Agreement, there is no Action pending or, to the Companies' knowledge, threatened by any Governmental Entity with respect to any alleged violation by any Group Company of any applicable Law or Order of any Governmental Entity, except for Actions that individually or in the aggregate would not be material to the Group Companies taken as whole. This Section 3.12 does not relate to Permits (which is the subject of Section 3.7), communication law matters (which is the subject of Section 3.8), employee benefit plan matters (which is the subject of Section 3.13), environmental matters (which is the subject of Section 3.14), intellectual property matters (which is the subject of Section 3.15), labor matters (which is the subject of Section 3.16) or Tax matters (which is the subject of Section 3.18).

Section 3.13 Employee Plans.

(a) Section 3.13(a) of the Seller Disclosure Schedule lists all Employee Benefit Plans.

(b) None of the Group Companies maintains, contributes to, or has any liability, whether contingent or otherwise, with respect to any "employee benefit plan" that is, or has been, subject to Title IV of ERISA or Section 412 of the Code. Except as set forth on Section 3.13(b) of the Seller Disclosure Schedule, no Employee Benefit Plan provides health or other welfare benefits to former employees of any Group Company other than health continuation coverage pursuant to COBRA.

(c) Except as set forth on Section 3.13(c) of the Seller Disclosure Schedule, each Employee Benefit Plan has been maintained and administered in compliance in all material respects with the applicable requirements of ERISA, the Code and any other applicable Laws.

Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Employee Benefit Plan and, to the Companies' knowledge, no event has occurred or condition exists that would be reasonably likely to adversely affect the qualified status of any such Employee Benefit Plan or result in the imposition in connection with an Employee Benefit Plan of any liability, Tax or penalty (civil or otherwise) imposed by ERISA, the Code or other applicable Law for noncompliance with any such Law.

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

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

(f) With respect to each Employee Benefit Plan, the Company has made available to Buyer true, correct and complete copies, to the extent applicable, of (i) the plan and trust documents and the most recent summary plan description, (ii) the most recent annual report (Form 5500 series), (iii) the most recent financial statements, (iv) the most recent Internal Revenue Service determination letter and (v) any material associated administrative agreements or insurance policies.

(g) No amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the transactions contemplated by this Agreement, whether alone or when considered in conjunction with any other event, by any employee, director or other service provider of any of the Group Companies under any Employee Benefit Plan or otherwise or would be subject to an excise tax under Section 4999 of the Code. Except as set forth on Section 3.13(g) of the Seller Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not, alone or in conjunction with another event (where such other event would not alone have an effect described in this sentence), trigger an obligation to make any payment or provide any benefit, accelerate the time of payment, funding or vesting or increase the amount payable under any Employee Benefit Plan.

(h) Each Employee Benefit Plan is either exempt from or has been established, documented, maintained and operated in compliance in all material respects with Section 409A of the Code and the applicable guidance issued thereunder. To the extent an Employee Benefit Plan has been corrected without penalty in accordance with guidance issued by the Internal Revenue Service prior to the Effective Time, it shall be considered maintained and operated in compliance in all material respects with Section 409A of the Code and the applicable guidance issued thereunder for purposes of this Section 3.13.

This Section 3.13, together with Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies with respect to employee benefit matters.

Section 3.14 Environmental Matters.

(a) Except as set forth on Section 3.14 of the Seller Disclosure Schedule, and except as would not reasonably be expected to have a Material Adverse Effect:

(i) The Group Companies are, and since January 1, 2009 have been, in compliance with all Environmental Laws.

(ii) Without limiting the generality of the foregoing, the Group Companies hold and are in compliance with all permits, licenses and other authorizations that are required pursuant to Environmental Laws.

(iii) No Group Company has since January 1, 2009 received any currently unresolved written notice of any violation of, or liability (including any investigatory, corrective or remedial obligation) under any Environmental Laws.

(iv) No Group Company is subject to any Environmental Claim, and to the Companies' knowledge, no Environmental Claim is threatened against any Group Company.

(v) Hazardous Materials are not present at and have not been disposed of, arranged to be disposed of, transported, released or threatened to be released at or from any of the properties or facilities currently or formerly owned, leased or operated by any Group Company in violation of, or in a condition or a manner or to a location that could reasonably be expected to give rise to liability to any Group Company under or relating to, any Environmental Laws.

(vi) No Group Company has contractually assumed or provided indemnity against any obligation or liability of any other Person under or relating to any Environmental Laws.

(b) This Section 3.14, together with Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies with respect to environmental matters, including any matters arising under Environmental Laws.

Section 3.15 Intellectual Property. Except as set forth on Section 3.15 of the Seller Disclosure Schedule, the Group Companies exclusively own the Intellectual Property Rights registrations and applications set forth on Section 3.15 of the Seller Disclosure Schedule, and own, license or otherwise have a right to use (in each case, free and clear of all Liens except for Permitted Liens) the other Intellectual Property Rights material to the conduct of the business of the Group Companies as currently conducted (collectively, the "IP Rights"). Section 3.15-2 of the Seller Disclosure Schedule sets forth a list of (a) patents or registrations of IP Rights owned by any Group Company and (b) patent applications or applications for the registration of IP Rights owned by any Group Company. The Group Companies take all reasonable efforts to protect the trade secrets owned by the Group Companies and included in the IP Rights. Except as set forth on Section 3.15 of the Seller Disclosure Schedule, (x) there is not pending against any Group Company any claim by any third party contesting the use or ownership of any material Group Company IP Right owned or used by such Group Company, or alleging that any Group Company is infringing any Intellectual Property Rights of a third party in any material

respect, and (y) there are no claims pending that have been brought by any Group Company against any third party alleging infringement of any Intellectual Property Rights owned by such Group Company. Except as set forth on Section 3.15-4 of the Seller Disclosure Schedule, to the Group Companies' knowledge (A) the conduct of the business of the Group Companies as currently conducted does not infringe any Intellectual Property Rights of any third party and (B) no third party is infringing any material IP Rights.

This Section 3.15, together with Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies regarding intellectual property matters.

Section 3.16 Labor Matters. Except as set forth on Section 3.16 of the Seller Disclosure Schedule, (a) no Group Company is a party to any collective bargaining agreement with respect to its employees and none is presently being negotiated, (b) there is no labor strike, work stoppage, lockout, or other material labor dispute pending or, to the Companies' knowledge, threatened in writing against any Group Company, nor has there been any such event since January 1, 2009, (c) to the Companies' knowledge, as of the date of this Agreement, no union organization campaign is in progress with respect to any employees of any Group Company nor has there been any such activity since January 1, 2009 and (d) there is no material unfair labor practice charge or complaint pending against any Group Company, nor has there been since January 1, 2009, and (e) as of the date of this Agreement, the Business of the Group Companies is operated in material compliance with all applicable employment-related Laws, including those Laws relating to employment practices, compensation, hours, terms and conditions of employment, and the termination of employment, including any obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 (or similar state or local plant closing or mass layoff statute, rule or regulation) ("WARN"), the proper classification of employees as exempt or non-exempt from overtime pay requirements, the provision of required meal and rest breaks, and the proper classification of individuals as contractors or employees, except, in each case, for noncompliance that individually or in the aggregate would not be material to the Companies taken as a whole. No Group Company has engaged in any location closing or employee layoff activities during the ninety (90) day period prior to the date hereof that would require the giving of notice pursuant to WARN.

This Section 3.16, together with Section 3.10(c), contains the sole and exclusive representations and warranties of the Companies with respect to labor matters.

Section 3.17 Insurance. Section 3.17 of the Seller Disclosure Schedule contains a list of all policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Group Companies as of the date of this Agreement. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date will have been paid, and no notice of cancellation or termination has been received by any Group Company with respect to any such policy. Except as set forth on Section 3.17 of the Seller Disclosure Schedule, (a) no Group Company has made any claim under any such policy during the three (3) year period prior to the date of this Agreement with respect to which an insurer has, in a written notice to a Group Company, questioned, denied or disputed or otherwise reserved its rights with respect to coverage, (b) no insurer has threatened in writing to cancel any such policy and (c) to the knowledge of the Companies, there does not exist any event, circumstance or condition, upon consummation of the transactions contemplated

hereby or otherwise, other than in the ordinary course of business, which upon the giving of notice or the lapse of time or both, would reasonably be expected to result in the termination, or reduction in the benefits, or increase in the cost, to any Group Company, of any such policy.

Section 3.18 Tax Matters. Except as set forth on Section 3.18 of the Seller Disclosure Schedule:

(a) each Group Company has prepared and duly filed with the appropriate domestic federal, state, local and foreign taxing authorities all material tax returns, information returns, statements, forms, filings, schedules and reports (each a "Tax Return" and, collectively, the "Tax Returns") required to be filed with respect to any Group Company and has timely paid all material Taxes owed or payable by it, whether or not shown on such Tax Returns, including Taxes which any Group Company is obligated to withhold;

(b) all Tax Returns filed with respect to each of the Group Companies are true and correct in all material respects;

(c) there are no Liens for Taxes on any of the assets of any Group Company, other than Permitted Liens;

(d) no Group Company is currently the subject of a Tax audit or examination and, to the knowledge of the Companies, no Tax audit or examination of any Tax Return relating to any Taxes of any Group Company is threatened or contemplated;

(e) no Group Company has consented to extend the time, or is the beneficiary of any extension of time, in which any Tax may be assessed or collected by any taxing authority;

(f) no Group Company has received from any taxing authority any written notice of proposed adjustment, deficiency, underpayment of Taxes or any other such written notice which has not been satisfied by payment or been withdrawn;

(g) no claim has been made in writing by any taxing authority in a jurisdiction where any Group Company does not file Tax Returns that any such Group Company is or may be subject to taxation by that jurisdiction;

(h) no Group Company (i) is or has ever been a member of an affiliated group of corporations filing a consolidated federal income Tax Return or (ii) has any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of any state, local, or foreign law), as a transferee or successor, by contract, or otherwise;

(i) each Group Company has collected all material sales, use and telecommunications Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate governmental authorities, or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents in the manner required by all applicable sales, use and telecommunications Tax statutes and regulations;

(j) no Group Company has participated in or has any liability or obligation with respect to any "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4;

(k) no Group Company is a party to, or bound by, or has any obligation under, any tax allocation or sharing agreement or similar contract or arrangement or any agreement that obligates it to make any payment computed by reference to the Taxes, taxable income or taxable losses of any other Person; and

(l) no Group Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state or local income Tax law) executed on or prior to the Closing Date, (iii) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state or local income Tax law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, or (v) prepaid amount received on or prior to the Closing Date.

Section 3.19 Brokers. No broker, finder, financial advisor or investment banker, other than Credit Suisse Securities (USA) LLC (whose fees shall be included in the Seller Expenses), is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Group Company.

Section 3.20 Real and Personal Property.

(a) Real Property. Section 3.20(a) of the Seller Disclosure Schedule sets forth (i) a list of all real property owned by any Group Company (such real property, the "Owned Real Property") and (ii) a list of all Leases (each a "Material Real Property Lease") of real property (such real property, the "Leased Real Property") (A) pursuant to which any Group Company is a party (whether as lessee or lessor) as of the date of this Agreement, except for any Lease pursuant to which any Group Company holds Leased Real Property for which the aggregate annual rental payments do not exceed $250,000 (two hundred fifty thousand dollars) and (B) in which any headend used in the Business is located.

(i) The Companies or their Subsidiaries have good and marketable fee simple title to all of the Owned Real Property, in each case free and clear of all Liens other than Permitted Liens. Except as set forth on Section 3.20(a) of the Seller Disclosure Schedule, (A) a Group Company has a good, valid and beneficial leasehold interest in each Material Real Property Lease, free and clear of all Liens, other than Permitted Liens, (B) each Material Real Property Lease is valid and binding on the Group Company party thereto, enforceable in accordance with its terms (subject to proper authorization and execution of such Material Real Property Lease by the other party thereto and subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), (C) except as set forth on Section 3.20(a) of the

Seller Disclosure Schedule, each of the Group Companies, and, to the Companies' knowledge, each of the other parties thereto, has performed in all material respects all material obligations required to be performed by it under each Material Real Property Lease and there exists no outstanding default, or any condition, state of facts or event that with the passage of time or giving of notice would constitute a material breach or a material default, in the performance of any obligations under any of the Material Real Property Leases by the Group Companies, or, to the Companies' knowledge, by the landlord or any other party to any of the Material Real Property Leases and (D) a Group Company is in sole possession of the Owned Real Property and the premises demised under each Material Real Property Lease. Except as disclosed on Section 3.20(a) of the Seller Disclosure Schedule, (x) there are no written or oral subleases, concessions, assignments or mortgages granting to any Person other than a Group Company the right to use or occupy any Owned Real Property or Material Real Property Lease and (y) there are no outstanding options, rights of first offer or rights of first refusal to purchase or sell all or a portion of such Owned Real Property and Leased Real Property. The Owned Real Property and Leased Real Property are all the real property and interests in real property that is necessary or material to the conduct of the Business.

(ii) Since January 1, 2009, neither the Companies nor any Group Company has received written notice of any condemnation proceeding or proposed action or agreement for taking in lieu of condemnation, nor is any such proceeding, action or agreement pending or, to the knowledge of the Companies, threatened in writing, with respect to any portion of any Owned Real Property or Leased Real Property.

(b) Personal Property. Except as disclosed on Section 3.20(b) of the Seller Disclosure Schedule, as of the date of this Agreement, the Group Companies collectively own or hold under valid leases all material items of Fixtures and Equipment (excluding, for the avoidance of doubt, Intellectual Property Rights) necessary for the conduct of their businesses as currently conducted, subject to no Lien except for Liens identified in Section 3.20(b) of the Seller Disclosure Schedule and Permitted Liens.

Section 3.21 Transactions with Affiliates. Section 3.21 of the Seller Disclosure Schedule sets forth all contracts or arrangements between any Group Company, on the one hand, and Affiliates of the Group Companies (other than any Group Company or any employee of any Group Company who is not an officer of any Group Company), on the other hand, that will not be terminated effective as of the Closing Date (the "Affiliate Contracts"). Except as disclosed on Section 3.21 of the Seller Disclosure Schedule and to the Companies' knowledge, none of the Group Companies' or their respective Affiliates' (including Seller or any of its Affiliates) directors, officers or employees (i) possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person (other than any Group Company) which is a client, supplier, customer, lessor, lessee or competitor of any Group Company or (ii) owns any property right, tangible or intangible, which is used by a Group Company in the conduct of its business. Ownership of one (1) percent or less of any class of securities of a company whose securities are registered under the Exchange Act shall not be deemed to be a financial interest for purposes of this Section 3.21.

Section 3.22 Subscribers; System Information.

(a) Section 3.22 of the Seller Disclosure Schedule sets forth the Subscriber Accounting Policy and the EBU Accounting Policy as in effect as of the date hereof and (i) the aggregate numbers of Basic Subscribers, Digital Subscribers, High-speed Data Residential Subscribers, and Telephone Residential Subscribers of the Business as of June 30, 2012, in each case determined in accordance with the Subscriber Accounting Policy and (ii) the aggregate number of EBUs of the Business as of June 30, 2012, determined in accordance with the EBU Accounting Policy.

(b) Schedule 3.22(b) of the Seller Disclosure Schedule sets forth as of June 30, 2012, the (i) approximate aggregate number of two-way plant miles of the Systems and for each headend located in the Systems, (ii) MHz to which such plant miles have been constructed, (iii) the approximate number of homes passed by the Systems' plant and for each headend located in the Systems (provided that for purposes hereof, "homes" includes each single-family home, individual dwelling unit within a multifamily complex and commercial establishment), (iv) a description of basic and option or tier services available and the rates charged in the Business and (v) the bandwidth capacity of each System in the Business for each headend.

(c) None of the Group Companies, directly or indirectly, owns any Systems other than the cable systems listed on Section 3.22(c) of the Seller Disclosure Schedule. None of the Group Companies, directly or indirectly, manages or operates any cable systems that it does not, directly or indirectly, own (other than Grande).

Section 3.23 Condition and Sufficiency of Assets. The assets owned or leased by Group Companies are, in all material respects, in good operating condition (other than normal wear and tear) and repair having regard to their use and age. The assets owned or leased by the Group Companies constitute all of the assets used or held for use in connection with the Business substantially as currently conducted and constitute all of the assets necessary to conduct the Business as it is currently conducted.

Section 3.24 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO BUYER OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE 3, ARTICLE 4 AND SECTION 5.6 AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THE COMPANIES PURSUANT TO THIS AGREEMENT, THE COMPANIES EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE SHARES OR BUSINESSES OR ASSETS OF ANY OF THE GROUP COMPANIES, AND THE COMPANIES SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH ASSETS, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE 3, ARTICLE 4 AND SECTION 5.6 AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THE

COMPANIES PURSUANT TO THIS AGREEMENT, SUCH ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF AS WELL AS THE REPRESENTATIONS AND WARRANTIES OF THE COMPANIES AND SELLER SET FORTH IN THIS AGREEMENT AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY THEM PURSUANT HERETO.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer as follows:

Section 4.1 Organization and Qualification; Authority.

(a) Seller is a limited liability company duly organized, validly existing and in good standing (if applicable) under the laws of its jurisdiction of formation. Seller has the requisite limited liability company power and authority to own, lease and operate its material properties and to carry on its businesses as presently conducted, except as would not have an effect on Seller's ownership of the Shares, or otherwise prevent or materially delay the Closing. Seller is duly qualified or licensed to transact business and is in good standing (if applicable) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary, except as would not have an effect on Seller's ownership of the Shares, or otherwise prevent or materially delay the Closing.

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

Section 4.2 Consents and Approvals; No Violations.

(a) Except as set forth on Section 4.2(a) of the Seller Disclosure Schedule, no notices to, filings with, or authorizations, consents or approvals of any Person or Governmental Entity are necessary for the execution, delivery or performance by Seller of this Agreement or

the Ancillary Documents to which Seller is a party or the consummation by Seller of the transactions contemplated hereby, except for (i) compliance with and filings under the HSR Act, (ii) the FCC Approvals required to be made with or obtained from the FCC under the Communications Act and the FCC Rules and as set forth on Section 3.6 of the Seller Disclosure Schedule, (iii) the LFA Approvals required to be made with or obtained from any LFA concerning a Franchise and as set forth on Section 3.6 of the Seller Disclosure Schedule, (iv) those the failure of which to obtain or make would not have an effect on Seller's ownership of the Shares, or otherwise prevent or materially delay the Closing and (v) those that may be required solely by reason of Buyer's (as opposed to any other third party's) participation in the transactions contemplated hereby.

(b) Neither the execution, delivery or performance by Seller of this Agreement or the Ancillary Documents to which Seller is a party nor the consummation by Seller of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of Seller's Governing Documents, (ii) except as set forth on Section 4.2 of the Seller Disclosure Schedule, result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right, including termination, cancellation, modification or acceleration) under any of the terms, conditions or provisions of any material Contract to which Seller is a party, (iii) assuming the FCC Approvals and LFA Approvals have been obtained prior to consummation by Seller of the transactions contemplated hereby and the FCC Approvals and LFA Approvals have not been stayed, suspended, revoked, or invalidated, violate any applicable Law or Order of any Governmental Entity having jurisdiction over Seller or any of its properties or assets, (iv) except as expressly contemplated by this Agreement, result in Buyer, Seller or any Group Company being required to acquire or offer to acquire any Equity Interests or any material asset owned by any Group Company or third party or (v) except as contemplated by this Agreement, result in the creation of any Lien upon any of the equity, assets or properties of Seller, which, in the case of clauses (ii) or (v) above, would have an effect on Seller's ownership of the Shares, or otherwise prevent or materially delay the Closing.

Section 4.3 Title to the Shares. Seller owns of record and beneficially all of the Shares, and Seller has good and valid title to the Shares, free and clear of all Liens. Upon the delivery of the Shares, Buyer will acquire good and valid title to all of the Shares, free and clear of any Liens.

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

Section 4.5 Brokers. No broker, finder, financial advisor or investment banker, other than Credit Suisse Securities (USA) LLC (whose fees shall be included in the Seller Expenses), is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

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

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedule, Buyer hereby represents and warrants to Seller and the Companies as follows:

Section 5.1 Organization. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority would not prevent or materially delay the consummation of the transactions contemplated hereby. Buyer has delivered to the Companies copies of its respective Governing Documents in effect as of the date of this Agreement.

Section 5.2 Authority. Buyer has all necessary power and authority to execute and deliver this Agreement and the Ancillary Documents to which Buyer is a party and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Ancillary Documents to which Buyer is a party and the consummation of the transactions contemplated hereby have been (and the Ancillary Documents to which Buyer is a

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

Section 5.3 Consents and Approvals; No Violations. Assuming the truth and accuracy of the Companies' representations and warranties contained in Section 3.6 and Seller's representations and warranties contained in Section 4.2, no material notices to, filings with, or authorizations, consents or approvals of any Governmental Entity are necessary for the execution, delivery or performance of this Agreement or the Ancillary Documents to which Buyer is a party or the consummation by Buyer of the transactions contemplated hereby, except for (i) compliance with and filings under the HSR Act, (ii) the FCC Approvals required to be made with or obtained from the FCC under the Communications Act and the FCC Rules, (iii) the LFA Approvals as are required to be made with or obtained from any LFA concerning a Franchise, and (ii) those set forth on Section 5.3 of the Buyer Disclosure Schedule. Neither the execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which Buyer is a party nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of Buyer's Governing Documents, (b) except as set forth on Section 5.3 of the Buyer Disclosure Schedule, result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Buyer or any of its Subsidiaries, or Cogeco Inc., is a party or by which any of them or any of their respective properties or assets may be bound, or (c) assuming the FCC Approvals and LFA Approvals have been obtained prior to consummation by Buyer of the transactions contemplated hereby and the FCC Approvals and LFA Approvals have not been stayed, suspended, revoked, or invalidated, violate any Order or Law of any Governmental Entity applicable to Buyer or any of Buyer's Subsidiaries or any of their respective properties or assets, except in the case of clause (b) and clause (c) above, for violations which would not prevent or materially delay the consummation of the transactions contemplated hereby.

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

Section 5.5 Financing. Buyer has delivered to the Seller complete and correct copies of the Buyer Credit Agreement and an executed debt commitment letter and related term sheets (the "Debt Financing Commitment", as it may be amended or replaced from time to time to the extent permitted by Section 6.14(a)), from Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Lenders")) pursuant to which, and subject to the terms and conditions of which, the Lenders have committed to provide loans in the amounts described therein, the proceeds of which shall be used in part to consummate the transactions contemplated hereby to be consummated by Buyer (the "Debt Financing"). The Debt Financing Commitment and the Buyer Credit Agreement are legal, valid and binding obligations of Buyer, and to the knowledge of Buyer, the other parties thereto, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including, specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought. As of the date hereof, the Debt Financing Commitment and the Buyer Credit Agreement are in full force and effect, and the Debt Financing Commitment and the Buyer Credit Agreement have not been withdrawn, rescinded or terminated or, except as permitted by Section 6.14(a), otherwise amended or modified in any respect, and no such amendment or modification is contemplated by Buyer as of the date hereof. Buyer is not in breach of any of the terms or conditions set forth in the Debt Financing Commitment or the Buyer Credit Agreement, and as of the date hereof, assuming, with respect to the Debt Financing Commitment, the accuracy of the representations and warranties set forth in Article 3 and Article IV, no event has occurred which, with or without notice, lapse of time or both, would reasonably be expected to constitute a breach, default or failure to satisfy any condition precedent to funding set forth in the Debt Financing Commitment or the Buyer Credit Agreement. As of the date hereof, assuming the accuracy of the representations and warranties set forth in Article 3 and Article 4 and the performance by the Company of its obligations under this Agreement, Buyer has no reason to believe that any of the conditions in the Debt Financing Commitment or the Buyer Credit Agreement will not be satisfied, or that the Debt Financing or the financing contemplated by the Buyer Credit Agreement will not be made available on a timely basis in order to consummate the transactions contemplated by this Agreement. As of the date hereof, no Lender has notified Buyer of its intention to terminate the Debt Financing Commitment or not to provide the Debt Financing, and no lender under the Buyer Credit Agreement has notified Buyer of its intention to not provide any Undisbursed Revolving Commitment (as defined in the Buyer Credit Agreement) to Buyer under the Buyer Credit Agreement. As of the date hereof, the Buyer has $750 million CDN of Undisbursed Revolving Commitments under the Buyer Credit Agreement. The net proceeds from the Debt Financing, together with freely available cash on the Buyer's balance sheet and Undisbursed Revolving Commitments under the Buyer Credit Agreement, will be sufficient to consummate the purchase of the Shares pursuant to Section 2.3 and the other transactions contemplated by this Agreement, including the payment of any fees and expenses of or payable by Buyer, or the Companies, and any related repayment or refinancing of any Indebtedness of the Companies or any of their Subsidiaries, and any other amounts required to be paid in connection with the consummation of the transactions contemplated by this Agreement. Buyer has paid in full any and all commitment or other fees required by the Debt Financing Commitment or the Buyer Credit Agreement that are due as of the date hereof. Except for fee letters with respect to fees and related arrangements (including flex provisions) with respect to the Debt Financing Commitment (which have been provided to

Seller in redacted form, other than any fee letters or portions thereof that do not relate to the amounts or conditionality of, or contain any conditions precedent to, the funding of the Debt Financing), as of the date hereof there are no side letters, understandings or other agreements or arrangements relating to the Debt Financing or the financing to be provided under the Buyer Credit Agreement, to which Buyer or any of its Affiliates are a party. There are no conditions precedent or other contingencies related to the funding of the full amount of the Debt Financing or the financing to be provided under the Buyer Credit Agreement other than as expressly set forth in this Agreement, the Debt Financing Commitments or the Buyer Credit Agreement or the payment of fees payable pursuant to the fee letters with respect to the Debt Financing Commitment (collectively, the "Disclosed Conditions"). No person has any right to impose, and none of any Lender, Buyer or any party to the Buyer Credit Agreement has any obligation to accept, any condition precedent to such funding other than the Disclosed Conditions nor any reduction to the aggregate amount available under the Debt Financing Commitment or the Buyer Credit Agreement on the Closing Date (nor any term or condition which would have the effect of reducing the aggregate amount available under the Debt Financing Commitment or the Buyer Credit Agreement on the Closing Date). Subject to the satisfaction (or waiver) of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), as of the date hereof Buyer has no reason to believe that it will be unable to satisfy on a timely basis any conditions to the funding of the full amount of the Debt Financing or the financing to be provided under the Buyer Credit Agreement, or that the Debt Financing or the financing to be provided under the Buyer Credit Agreement will not be available on the Closing Date. For the avoidance of doubt, it is not a condition to Closing under this Agreement for Buyer to obtain the Debt Financing or the financing to be provided under the Buyer Credit Agreement or any alternative financing.

Section 5.6 Solvency. Assuming (i) satisfaction of the conditions to Buyer's obligation to consummate the transactions contemplated by this Agreement, or waiver of such conditions, (ii) the accuracy of the representations and warranties set forth in ARTICLE 3 and ARTICLE 4 (for such purposes, such representations and warranties shall be true and correct in all material respects without giving effect to any "knowledge", materiality or "Material Adverse Effect" qualification or exception) and (iii) any estimates, projections or forecasts provided to Buyer prior to the Closing Date have been prepared in good faith on assumptions that were and continue to be reasonable, immediately after giving effect to the transactions contemplated by this Agreement (including the Debt Financing, the payment of all amounts required to be paid in connection with consummation of the transactions contemplated hereby, and the payment of all related fees and expenses), none of the Group Companies will (a) be insolvent (either because its financial condition is such that the sum of its debts is greater than the "fair saleable value" of its assets or because "the fair saleable value" of its assets is less than the amount required to pay its probable liability on its existing debts as they become absolute and mature, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors), (b) have unreasonably small capital with which to engage in its business as proposed to be conducted following the Closing Date or (c) have incurred debts beyond its ability to pay such debts as they become due.

Section 5.7 Investigation; No Other Representations.

(a) Buyer (i) has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects of the Group Companies, and (ii) has had the opportunity to request such documents and information about the Group Companies and their respective businesses and operations as it and its representatives and advisors have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. Buyer has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any such information or of any representation or warranty made by the Companies or Seller herein or to otherwise evaluate the merits of the transactions contemplated hereby.

(b) In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis and the representations and warranties of the Group Companies and Seller expressly contained in ARTICLE 3 and ARTICLE 4, respectively, and Buyer acknowledges that, other than as set forth in this Agreement and in the certificates or other instruments delivered pursuant hereto, none of Seller, the Group Companies or any of their respective directors, officers, employees, Affiliates, stockholders, agents or representatives makes or has made any representation or warranty, either express or implied, (x) as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its respective agents, representatives, lenders or Affiliates prior to the execution of this Agreement or (y) except as set forth in Section 5.6, with respect to any projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof) or future financial condition (or any component thereof) of any Group Company heretofore or hereafter delivered to or made available to Buyer or any of its respective agents, representatives, lenders or Affiliates. Without limiting the generality of the foregoing, none of Seller, the Group Companies or any of their respective directors, officers, employees, Affiliates, stockholders, agents or representatives has made, and shall not be deemed to have made, any representations or warranties in the materials relating to the business, assets or liabilities of the Group Companies made available to Buyer, including due diligence materials, memorandum or similar materials, or in any presentation of the business of the Group Companies by management of the Group Companies or others in connection with the transactions contemplated hereby, and no statement contained in any such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by the Buyer in executing, delivering and performing this Agreement and the transactions contemplated hereby.

ARTICLE 6

COVENANTS

Section 6.1 Conduct of Business of the Companies. Except as contemplated by this Agreement, from and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, each of Seller and the Companies shall, and shall cause each other Group Company to, except as set forth on Section 6.1 of the Seller Disclosure Schedule or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), (a) conduct its business in the ordinary and regular course in substantially the same manner heretofore conducted, (b) use commercially reasonable efforts to

preserve substantially intact its business organization and to preserve the present commercial relationships with key Persons with whom it does business and (c) without limiting the generality of the foregoing, not do any of the following:

(i) take or omit to take any action that would reasonably be expected to result in a Material Adverse Effect;

(ii) declare, set aside or pay a dividend on, or make any other distribution in respect of, its or its Subsidiaries' Equity Interests, except dividends and distributions by any of the Companies' wholly owned Subsidiaries to a Company or another Group Company and dividends of Cash and Cash Equivalents;

(iii) acquire or agree to acquire in any manner (whether by merger or consolidation, the purchase of an equity interest in or a material portion of the assets of or otherwise) (A) any System, headend, Franchise, Permit, business or all or substantially all of the assets of any Person or business or (B) any other assets, other than, in the case of this clause (B) only, in the ordinary course of business;

(iv) convert any billing systems used in the ordinary course of Business;

(v) make any change to the Subscriber Accounting Policy, including as to disconnects;

(vi) except as required by the Communications Act, the FCC Rules or other applicable Law (including applicable must-carry laws), add or voluntarily delete any channels from any System of the Group Companies, or change the channel lineup or reposition any channel in any such system or commit to do any of the foregoing in the future, provided that in the event applicable Law requires the any Group Company to do any of the foregoing, the Group Company shall comply with all applicable Laws with respect to such actions;

(vii) amend their respective Governing Documents (whether by merger, consolidation or otherwise);

(viii) incur, create or assume any Lien on any of the property, rights or assets that will remain in existence at the Closing, other than a Permitted Lien;

(ix) sell, license, allow to lapse, lease, transfer or otherwise dispose of any (A) Systems, Franchises, Permits or headends or (B) other property, rights or assets of any Group Company other than, in the case of this clause (B) only, in the ordinary course of business (other than in each case to a wholly owned Subsidiary of the Group Companies);

(x) issue, sell, transfer, pledge, dispose of or encumber (other than with respect to any other wholly owned Subsidiary of such Group Company) (A)

any Equity Interests of any Group Company; or (B) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments obligating any Group Company to issue, deliver or sell any Equity Interests of any Group Company;

(xi) except in the ordinary course of business, commit to make any capital expenditures after the Closing;

(xii) except in the ordinary course of business consistent with past practice under the Credit Facilities, incur, create, assume or otherwise become liable for any Indebtedness;

(xiii) make any loans, advances or capital contributions to, or investments in, any other Person;

(xiv) make any change in its accounting policies, unless such change is required by GAAP or applicable Law after the date hereof;

(xv) except as required under applicable Law or under the terms of any Employee Benefit Plan in existence on the date of this Agreement (A) grant or increase any severance or termination pay to (or amend any existing arrangement with) any of their respective current or former directors, officers, employees or independent contractors, in each case, in excess of $50,000 individually, (B) increase benefits payable under any severance or termination pay policies or employment agreements existing as of the date of this Agreement, in each case in excess of $50,000 individually, (C) establish, adopt, enter into, amend or terminate any Employee Benefit Plan or any plan, agreement, program, policy, or other arrangement that would be an Employee Benefit Plan if it were in effect as of the date of this Agreement, (D) increase the compensation, bonus or other benefits payable to any of their respective directors, officers or employees, other than increases in base salary for non-officer employees in the ordinary course of business consistent with past practice and other than the provision of retention bonuses which are treated as Seller Expenses, (E) accelerate the payment, right to payment or vesting of any material compensation or benefits, other than as expressly contemplated by this Agreement, (F) grant any equity or equity-based awards, or (G) loan or advance any money or property or renew or forgive a previously existing extension of credit (either directly or indirectly) to any current or former director, officer, employee or independent contractors;

(xvi) amend in any material respect, modify in any material respect, or terminate in each case any Contract that is a Material Contract pursuant to which any Group Company will spend or receive (or is expected to spend or receive) more than $1,000,000 during the current fiscal year, or enter into any Contract that would have been a Material Contract if in effect on the date of this Agreement other than in the ordinary course of business consistent with past practice that is not adverse to the Group Companies in any material respect (it being understood that the addition of or changes to "most-favored nation" clauses

and changes in the amount of fees or manner in which fees are computed shall be deemed adverse changes that are material to the Group Companies);

(xvii) enter into any Contract that would reasonably be expected to limit or restrict in any material respect the Group Companies from (A) engaging or competing in any line of business, in any location or with any Person, (B) incurring any Indebtedness or (C) declaring or paying any dividends;

(xviii) settle or compromise any Action other than settlements or compromises where (A) the amount paid in settlement or compromise does not exceed $500,000 in any matter or $2,000,000 in the aggregate for all matters and (B) such settlement or compromise only involves monetary relief;

(xix) make or change any Tax election, change an annual accounting period, adopt or change any accounting method with respect to Taxes, file any amended Tax Return, enter into any closing agreement, settle or compromise any proceeding with respect to any Tax claim or assessment relating to any Group Company, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to any Group Company;

(xx) enter into, amend or terminate any collective bargaining agreement (except as required by applicable Law);

(xxi) adopt a plan of complete or partial liquidation or dissolution; or

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

Prior to the Closing, nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the Companies' or any of their Subsidiaries' business or operations, and nothing contained in this Agreement shall give the Companies, directly or indirectly, the right to control or direct Buyer's or its Subsidiaries' business or operations.

Section 6.2 Access to Information.

(a) From and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, upon reasonable notice, and subject to restrictions contained in the confidentiality agreements to which the Group Companies are subject, the Companies shall (i) provide to Buyer and its authorized representatives during normal business hours reasonable access to all offices, properties, Contracts, books and records of the Group Companies (ii) furnish to Buyer and its authorized representatives such information relating to the Group Companies as may be reasonably requested; and (iii) instruct the employees, counsel, accountants and other advisors of the Group Companies to cooperate with Buyer in its investigation of the Group Companies and the Business (each, in a manner so as to not interfere unreasonably with the normal business operations of any Group Company). All of such information shall be treated as confidential information pursuant to the terms of the

Confidentiality Agreement, the provisions of which are by this reference hereby incorporated herein. Notwithstanding the foregoing or anything to the contrary herein, no investigation of Seller or any Group Company or the Business shall affect any representation or warranty given by any of Seller or any Company hereunder, in the Seller Disclosure Schedule or in any Ancillary Document delivered in accordance herewith, or otherwise limit or affect the remedies available under this Agreement to Buyer.

(b) In addition, from and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, the Companies shall provide as soon as reasonably practicable after they become available, but in no event more than thirty (30) days after the end of the calendar month ending immediately prior to, and each calendar month ending after, the date of this Agreement, the unaudited consolidated balance sheet of Atlantic Broadband Finance, LLC and the related unaudited consolidated statements of income and cash flows as of and for such month.

Section 6.3 Efforts to Consummate.

(a) Subject to the terms and conditions herein provided, each of Seller, Buyer and the Companies shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the closing conditions set forth in ARTICLE 7). Each of Seller, Buyer and the Companies shall use reasonable best efforts to obtain Consents of all Governmental Entities necessary to consummate the transactions contemplated by this Agreement. All costs incurred in connection with obtaining such consents, including the HSR Act filing fee, shall be borne by Buyer. Each Party shall make an appropriate filing, if necessary, pursuant to the HSR Act with respect to the transactions contemplated by this Agreement promptly (and in any event, within fifteen (15) Business Days) after the date of this Agreement and shall supply as promptly as practicable to the appropriate Governmental Entities any additional information and documentary material that may be requested pursuant to the HSR Act. In addition, each Party shall make an appropriate filing, if necessary, pursuant to (i) the Communications Act and the FCC Rules and (ii) any LFA concerning a Franchise with respect to the transactions contemplated by this Agreement as promptly as practical after the date hereof (and in any event, within fifteen (15) Business Days) after the date of this Agreement. Without limiting the foregoing, (i) the Companies, Seller, Buyer and their respective Affiliates shall not extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Entity not to consummate the transactions contemplated hereby, except with the prior written consent of the other Parties, and (ii) Buyer agrees to take all actions that are necessary or reasonably advisable or as may be required by any Governmental Entity pursuant to the HSR Act, the Communications Act and the FCC Rules to expeditiously consummate the transactions contemplated by this Agreement, including (A) selling, licensing or otherwise disposing of, or holding separate and agreeing to sell, license or otherwise dispose of, any entities, assets or facilities of any Group Company or Buyer after the Closing, (B) terminating, amending or assigning existing relationships and contractual rights and obligations (other than terminations that would result in a breach of a contractual obligation to a third party) and (C) amending, assigning or terminating existing licenses or other agreements (other than

terminations that would result in a breach of a license or such other agreement with a third party) and entering into such new licenses or other agreements.

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

(c) In the event that a Governmental Entity issues a request for additional information or documentary material pursuant to the HSR Act (the "Second Request") in connection with the transactions contemplated by this Agreement, then each of Seller, Buyer and the Companies shall make (or cause to be made), as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with the Second Request in order to obtain expiration or termination of the applicable waiting period before the Termination Date. For the avoidance of doubt, whether or not the transactions contemplated herein are consummated, Buyer shall pay all out-of-pocket fees and expenses related to the Companies' response to a Second Request (including, legal fees and expenses, and fees and expenses associated with any consultants, accountants, economists, document production vendors, or other professionals hired to help the Companies respond to the Second Request), provided, that the obligation of Buyer to pay such fees and expenses related to actions taken by the Companies shall be conditioned upon Buyer not providing written reasonable objections prior to the Companies incurring such fees and expenses upon reasonable prior written notice to Buyer. Buyer shall either pay such costs and expenses directly or reimburse the Companies, as applicable, within thirty (30) days after receipt of an invoice (with reasonable supporting documentation) for the same.

(d) Buyer shall not, and shall cause their respective Affiliates and ultimate parent entities and their Subsidiaries not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets or equity interests, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consents of any Governmental Entity necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any Governmental Entity seeking or entering an order prohibiting the consummation of the transactions contemplated by this Agreement; (iii) materially increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) materially delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 6.4 Public Announcements. Buyer, on the one hand, and Seller, on the other hand, shall consult with one another and seek one another's written approval (which approval shall not be unreasonably withheld, conditioned or delayed) before issuing any press release, or

otherwise making any public statements, with respect to the transactions contemplated by this Agreement, and shall not, and shall cause their Affiliates not to, issue any such press release or make any such public statement prior to such consultation and approval; provided that each Party may make any such announcement which it in good faith believes, based on advice of counsel, is necessary or advisable in connection with any requirement of Applicable Law (including the listing rules of any applicable securities exchange), it being understood and agreed that each Party shall provide the other Parties with copies of any such announcement in advance of such issuance; provided, further, that each Party may make internal announcements to their respective employees that are not inconsistent in any material respects with the Parties' prior public disclosures regarding the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement or the Confidentiality Agreement, in no event shall either this Section 6.4 or any provision of the Confidentiality Agreement limit any customary disclosure by Seller or any of its Affiliates to any direct or indirect investors in any such Person, as applicable, or any customary disclosure in connection with normal fund raising and related marketing or informational or reporting activities of Seller or any such Affiliate.

Section 6.5 Indemnification; Directors' and Officers' Insurance.

(a) Buyer agrees that all rights to indemnification or exculpation now existing in favor of the directors and officers of each Group Company, as provided in such Group Company's Governing Documents or otherwise in effect as of the date hereof with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect and that the Group Companies, on their own or on Seller's behalf, will perform and discharge Seller's and the Group Companies' obligations to provide such indemnity and exculpation. To the maximum extent permitted by applicable law and provided in such Group Companies' Governing Documents, such indemnification shall be mandatory rather than permissive, and the Companies shall advance expenses in connection with such indemnification as provided in Seller's or such Group Company's Governing Documents, subject to such officer and director reimbursing the Companies for such expenses to the extent they have breached their duty of loyalty or other applicable exceptions or limitations. The indemnification and liability limitation or exculpation provisions of the Group Companies' Governing Documents shall not be amended, repealed or otherwise modified after the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors or officers of Seller or any Group Company, unless such modification is required by applicable Law.

(b) Contemporaneously with the Closing, Buyer shall cause the Companies to, and the Companies shall, purchase and maintain in effect, without any lapses in coverage, a "tail" policy providing directors' and officers' liability insurance ("D&O Insurance") coverage for the benefit of those Persons who are covered by any Group Company's D&O Insurance policies as of the date hereof or at the Closing, for a period of six (6) years following the Closing Date with respect to matters occurring prior to the Closing that is at least as favorable in the aggregate with terms, conditions, retentions and limits of liability to the coverage provided under the Group Companies' current D&O Insurance policies; provided, however, that the Companies shall not be required to pay an annual premium for such D&O Insurance in excess of 300% of the Group Companies' current annual premium for D&O Insurance; provided further that if the

annual premium exceeds such amount, then Buyer shall obtain, or shall cause the Companies to obtain D&O Insurance with the greatest coverage available for a cost not exceeding such amount.

(c) The directors, officers, employees and agents of each Group Company entitled to the indemnification, liability limitation, exculpation and insurance set forth in this Section 6.5 are intended to be third party beneficiaries of this Section 6.5. This Section 6.5 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of Buyer and the Group Companies.

(d) If Buyer, the Group Companies or any of their successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Buyer or the Group Companies shall assume the obligations set forth in this Section 6.5.

Section 6.6 Exclusive Dealing. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Seller shall not take, nor shall it permit any Group Company or their respective officers, directors, employees, representatives, consultants, financial advisors, attorneys, accountants or other agents to take, any action to solicit, encourage, initiate or engage in discussions or negotiations with, or provide any information to or enter into any agreement with any Person (other than Buyer and/or its respective Affiliates) concerning any purchase of any of the Companies' equity securities or any merger, sale of substantial assets or similar transaction involving any Group Company, other than as expressly permitted by Section 6.1 (each such acquisition transaction, an "Acquisition Transaction"); provided, however, that Buyer hereby acknowledges that prior to the date of this Agreement, the Seller has provided information relating to the Group Companies and has afforded access to, and engaged in discussions with, other Persons in connection with a proposed Acquisition Transaction and that such information, access and discussions could reasonably enable another Person to form a basis for an Acquisition Transaction without any breach by the Companies of this Section 6.6. Notwithstanding the foregoing, Seller may respond to any unsolicited proposal regarding an Acquisition Transaction by indicating that Seller is subject to an exclusivity agreement and is unable to provide any information related to the Group Companies or entertain any proposals or offers or engage in any negotiations or discussions concerning an Acquisition Transaction for as long as that this Agreement remains in effect.

Section 6.7 Documents and Information. After the Closing Date, Buyer and the Group Companies shall, until the sixth (6th) anniversary of the Closing Date, retain all books, records and other documents pertaining to the business of the Group Companies in existence on the Closing Date and make the same available for inspection and copying by Seller (at Seller's expense) during normal business hours of the Company or any of its Subsidiaries, as applicable, upon reasonable request and upon reasonable notice to the extent reasonably necessary for financial reporting and accounting matters, the preparation and filing of any returns, reports or forms or the defense of any claim or assessment. Buyer may destroy such books, records or documents after the sixth (6th) anniversary of the Closing Date, unless Seller gives at least 90

days written notice prior to the end of such six-year period to Buyer and details the contents of the records to be preserved. Seller shall be obligated take possession of the records at its own expense within 90 days of the date of such notice to Buyer.

Section 6.8 Contact with Customers, Suppliers and Other Business Relations. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Buyer hereby agrees that it is not authorized to and shall not (and shall not permit any of its employees, agents, representatives or Affiliates to) contact any employee (excluding executive officers), customer, supplier, distributor or other material business relation of any Group Company regarding any Group Company, its business or the transactions contemplated by this Agreement without the prior consent of the Companies.

Section 6.9 Employee Benefit Matters. During the period beginning on the Closing Date and ending on the first (1^{st}) anniversary of the Closing Date, Buyer shall provide employees of each Group Company who continue to be employed by a Group Company with the same salary or hourly wage rate as provided to such employees immediately prior to the Closing Date and with employee benefits (excluding equity arrangements) that are substantially similar in the aggregate to the Employee Benefit Plans maintained by Seller and the Group Companies as of the date of this Agreement. Buyer further agrees that, from and after the Closing Date, Buyer shall and shall use commercially reasonable efforts to cause each Group Company to grant all of its employees credit for any service with such Group Company earned prior to the Closing Date to the same extent such service was credited under a comparable Employee Benefit Plan (i) for eligibility and vesting purposes and (ii) for purposes of vacation accrual and severance benefit determinations under any benefit or compensation plan, program, agreement or arrangement that may be established or maintained by Buyer or the Company or any of its Subsidiaries on or after the Closing Date (the "New Plans"), except where such credit would result in a duplication of benefits. In addition, Buyer shall use commercially reasonable efforts to (A) cause to be waived all pre-existing condition exclusions and actively-at-work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans to the extent waived or satisfied by an employee under any Employee Benefit Plan as of the Closing Date and (B) cause any deductible, co-insurance and covered out-of-pocket expenses paid on or before the Closing Date by any employee (or covered dependent thereof) of any Group Company to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket provisions after the Closing Date under any applicable New Plan in the year of initial participation. Nothing contained herein, express or implied, (i) is intended to confer upon any employee of any Group Company any right to continued employment for any period or continued receipt of any specific employee benefit, (ii) shall constitute an amendment to or any other modification of any New Plan or Employee Benefit Plan or (iii) is intended to confer on any Person any rights as a third party beneficiary of this Agreement. Buyer agrees that Buyer shall be solely responsible for satisfying the continuation coverage requirements of Section 4980B of the Code for all individuals who are "M&A qualified beneficiaries" as such term is defined in Treasury Regulation Section 54.4980B-9.

Section 6.10 Termination of Affiliate Agreements. On or prior to the Closing Date, except for the Transition Services Agreement and those Contracts set forth on Section 3.21 of the Seller Disclosure Schedule, all Affiliate Contracts shall be terminated in full, without any consideration or any further liability to any Group Company. In addition, each of Seller and the

Group Companies shall, and shall cause their respective Affiliates to, take all necessary actions to cause all intercompany accounts between Seller or any of its Affiliates (other than the Group Companies), on the one hand, and the Group Companies, on the other hand, to be settled in full as of or prior to the Closing, and, to the extent requested by Buyer, shall provide Buyer with supporting documentation to verify in reasonable detail the underlying intercompany charges and transactions.

Section 6.11 Tax Matters.

(a) For any Pre-Closing Tax Period of any Group Company, Seller shall timely prepare or cause to be prepared, and file or cause to be filed (in a manner consistent with past practices, to the extent permitted under applicable Law) with the appropriate taxing authorities any Tax Return required to be filed with respect to which Seller could have an indemnification obligation pursuant to ARTICLE 9 for any Tax relating thereto; provided, however, that Seller shall permit Buyer to review and comment on each such Tax Return and no such Tax Return shall be filed without the prior written consent of Buyer, not to be unreasonably withheld.

(b) For any Straddle Period of any Group Company, Buyer shall timely prepare or cause to be prepared, and file or cause to be filed (in a manner consistent with past practices, to the extent permitted under applicable Law) with the appropriate taxing authorities all Tax Returns required to be filed; provided, however, that Buyer shall permit Seller to review and comment on each such Tax Return and no such Tax Return shall be filed without the prior written consent of Seller, not to be unreasonably withheld.

(c) In the case of any Straddle Period: (i) real, personal and intangible property and telecommunications Taxes (and similar ad valorem Taxes) of the Group Companies for the Pre-Closing Tax Period shall equal the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the Straddle Period; and (ii) all other Taxes of the Group Companies for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date.

(d) Notwithstanding any provision of this Agreement to the contrary, all Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by Buyer. Buyer and Seller shall cooperate in timely preparing and filing all Tax Returns required to be filed in respect of such Transfer Taxes.

(e) The covenants and obligations of the parties set forth in this Section 6.11 shall survive the Closing to and until the date that is 30 days after the expiration of the applicable statute of limitations.

Section 6.12 [RESERVED].

Section 6.13 [RESERVED]

Section 6.14 Financing Cooperation.

(a) Subject to the terms and conditions of this Agreement, Buyer shall, and shall cause each of its Affiliates to, use its reasonable best efforts to obtain the Debt Financing on the terms and conditions described in the Debt Financing Commitment (including the flex provisions), including using its reasonable best efforts to (i) comply with its obligations under the Debt Financing Commitment, (ii) maintain in effect the Debt Financing Commitment, (iii) negotiate and enter into definitive agreements with respect to the Debt Financing Commitment on terms and conditions (including the flex provisions) contained therein or otherwise not materially less favorable to the Buyer in the aggregate than those contained in the Debt Financing Commitment, (iv) satisfy at or prior to Closing all conditions applicable to Buyer and its Affiliates contained in the Debt Financing Commitment (or any definitive agreements related thereto) within their control, including the payment of any commitment, engagement or placement fees required as a condition to the Debt Financing and (v) upon satisfaction of such conditions, and the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), consummate the applicable Debt Financing at or prior to the Closing Date (it being understood that it is not a condition to Closing under this Agreement for Buyer to obtain the Debt Financing or any Alternative Debt Financing); provided that, notwithstanding anything to the contrary herein, in no circumstance shall Buyer or any of its Affiliates be required to commence litigation or bring any other Action against the Persons providing the Debt Financing to seek to enforce Buyer's or any of its Affiliates' rights under the Debt Financing Commitment or otherwise. Notwithstanding anything contained in this Section 6.14 or in any other provision of this Agreement, in no event shall Buyer be required (i) to amend or waive any of the terms or conditions hereof or (ii) to consummate the Closing any earlier than the final day of the Marketing Period. Buyer shall keep Seller and the Companies informed on a reasonable basis and in reasonable detail of the status of its efforts to arrange the Debt Financing (including providing Seller and the Companies with copies of all definitive agreements and other documents related to the Debt Financing). Buyer shall give Seller and the Companies prompt notice upon having actual knowledge of any breach by any party of any of the Debt Financing Commitment or any termination of the Debt Financing Commitment. Other than as set forth in Section 6.14(b), Buyer shall not, without the prior written consent of the Seller (such consent not to be unreasonably withheld), amend, modify, supplement or waive any of the conditions or contingencies to funding contained in the Debt Financing Commitment (or any definitive agreements related thereto) or the Buyer Credit Agreement or any other provision of, or remedies under, the Debt Financing Commitment (or any definitive agreements related thereto) or the Buyer Credit Agreement, in each case to the extent such amendment, modification, supplement or waiver would reasonably be expected to have the effect of (A) adversely affecting in any material respect the ability of Buyer to timely consummate the transactions contemplated by this Agreement, (B) amending, modifying, supplementing or waiving the conditions or contingencies to the Debt Financing in a manner materially adverse to the Companies or Seller or (B) materially delaying the Closing. In the event all conditions applicable to the Debt Financing Commitment have been satisfied and all of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) have been satisfied (or waived), Buyer shall use its

reasonable best efforts to cause the Lenders to fund the Debt Financing required to consummate the transactions contemplated by this Agreement.

(b) If all or any portion of the Debt Financing becomes unavailable on the terms and conditions of the Debt Financing Commitment (including the flex provisions), Buyer and its Affiliates shall use their reasonable best efforts to (i) arrange to promptly obtain the Debt Financing or such portion of the Debt Financing from alternative sources, which may include one or more of a senior secured debt financing, an offering and sale of notes, or any other financing or offer and sale of other debt securities, or any combination thereof, in an amount sufficient, when added to any portion of the Debt Financing that is available, to pay in cash all amounts required to be paid by Buyer in connection with the transactions contemplated by this Agreement ("Alternative Debt Financing") and (ii) obtain a new financing commitment letter (the "Alternative Debt Commitment Letter") and a new definitive agreement with respect thereto that provides for financing (A) on terms not materially less favorable, in the aggregate, to Buyer (as determined in the reasonable judgment of Buyer), (B) containing conditions to draw and other terms that would reasonably be expected to affect the availability thereof that (1) are not more onerous, taken as a whole, than those conditions and terms contained in the Debt Financing Commitments as of the date hereof (as determined in the reasonable judgment of Buyer) and (2) would not reasonably be expected to materially delay the Closing and (C) in an amount that is sufficient, when added to any portion of the Debt Financing that is available as well as any freely available cash on Buyer's balance sheet and other existing lines of credit, to pay in cash all amounts required to be paid by Buyer in connection with the transactions contemplated by this Agreement. In such event, the term "Debt Financing" as used in this Agreement shall be deemed to include any Alternative Debt Financing, and the term "Debt Financing Commitments" as used in this Agreement shall be deemed to include any Alternative Debt Commitment Letter.

(c) Prior to the Closing, the Companies shall, and shall cause their Subsidiaries to, use commercially reasonable efforts to provide all reasonable cooperation with the arrangement of the Debt Financing as may be reasonably requested by Buyer and that is customary in connection with Buyer's efforts to obtain the Debt Financing (provided, that such requested cooperation does not unreasonably interfere with the ongoing operations of the Companies and their Subsidiaries), including using commercially reasonable efforts to: (i) participate in meetings (including customary one-on-one meetings with the parties acting as lead arrangers or agents of, and prospective lenders for, the Debt Financing and senior management, with appropriate seniority and expertise, of the Companies), drafting sessions, rating agency presentations and due diligence sessions in connection with the Debt Financing; (ii) take all corporate actions, subject to the occurrence of the Closing, reasonably requested by Buyer to permit the consummation of the Debt Financing and to permit the proceeds thereof to be made available at the Closing; (iii) promptly furnish Buyer and Lenders with pertinent information regarding the Companies and their Subsidiaries to the extent reasonably requested by Buyer to prepare the confidential information memorandum and the lender presentation contemplated by the Debt Financing Commitment; (iv) execute and deliver any pledge and security documents, and otherwise reasonably facilitate the granting of a security interest (and perfection thereof) in collateral, guarantees, mortgages, other definitive financing documents or other certificates, and documents as may be reasonably requested by Buyer (including a certificate of the chief financial officer of any Subsidiary with respect to solvency matters); (v) provide authorization letters to the Debt Financing sources authorizing the distribution of

information to prospective lenders and containing a customary representation to the arranger of the Debt Financing that the information contained in the confidential information memorandum contemplated by the Debt Financing Commitment does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (vi) cooperate reasonably with Buyer's Debt Financing sources' due diligence to the extent not unreasonably interfering with the business of the Companies or their Subsidiaries; (vii) assist in the preparation of and entering into one or more credit agreements or other agreements on the terms contemplated by the Debt Financing Commitment, and currency or interest hedging agreements as reasonably requested by Buyer; and (viii) assist Buyer and its Lenders in the preparation of (A) a customary offering document, private placement memorandum and/or bank information memorandum for the Debt Financing and (B) materials for rating agency presentations; provided, that neither Seller, the Companies or any of their Subsidiaries shall be required to pay any commitment or other similar fee or incur any other liability in connection with the Debt Financing; and provided, further, that the effectiveness of any documentation executed by the Companies or any of their Subsidiaries with respect thereto shall be subject to the consummation of the Closing. Any non-public or other confidential information provided to Buyer pursuant to this Section 6.14(c) shall be subject to the Confidentiality Agreement, except that Buyer shall be permitted to disclose such information to rating agencies and prospective lenders during syndication of the Debt Financing subject to the prospective lenders entering into customary confidentiality undertakings with respect to such information, with the Group Companies being the beneficiary of such confidentiality undertakings. The Companies hereby consent to the use of its and its Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Group Companies or the reputation or goodwill of the Group Companies. Buyer acknowledges and agrees that, except in the case of fraud or willful misrepresentation, neither Seller nor the Companies or any of their respective Affiliates or any of their respective directors, officers, employees, representatives and advisors (including legal, financial and accounting advisors) shall have any responsibility for, or incur any liability to any person under or in connection with, the arrangement of the Debt Financing in connection with the transactions contemplated by this Agreement, and that Buyer shall indemnify and hold harmless Seller, the Companies and their respective Affiliates and directors, officers, employees, representatives and advisors (including legal, financial and accounting advisors) from and against any and all Damages suffered or incurred by them in connection with the arrangement of the Debt Financing and any information utilized in connection therewith (other than arising from (x) gross negligence, willful misconduct, bad faith, fraud or intentional misrepresentation or from misstatements or omissions in written materials provided, (y) material breach of the obligations under this Section 6.14(c) or (z) information provided by the Companies or their Subsidiaries expressly for use in connection therewith). Buyer shall, and shall cause its Affiliates to, reimburse the Companies for all reasonable and documented out-of-pocket costs or expenses to the extent incurred by the Companies in connection with cooperation provided for in this Section 6.14(c).

ARTICLE 7

CONDITIONS TO CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT

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

(a) the FCC shall have provided all FCC Approvals as set forth on Section 7.1(a) of the Seller Disclosure Schedule;

(b) the sum of (i) the aggregate number of EBUs for Franchises with respect to which LFA Approvals have been obtained or have been deemed to have been obtained under §617 of the Communications Act plus (ii) the number of EBUs accounted for by Franchises with respect to which an LFA Approval is not required (including the unwritten Franchises listed on Section 3.7(a) of the Seller Disclosure Schedule) shall equal at least eighty five percent (85%) of the EBUs attributable to all Systems of the Group Companies as of June 30, 2012, as set forth on Section 3.22(a) of the Seller Disclosure Schedule;

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

(d) no Law, temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or other Governmental Entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect; provided, however, that each of Buyer, Seller and the Group Companies shall have used commercially reasonable efforts to prevent the entry of any such injunction and to appeal as promptly as possible any injunction or other Order that may be entered.

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

(a) (i) the Seller Fundamental Representations and the representations set forth in Section 3.10(a)(i) shall be true and correct in all respects on the date hereof and as of the Closing Date as though made on and as of the Closing Date and (ii) the other representations and warranties of the Companies set forth in ARTICLE 3 and Seller set forth in ARTICLE 4 shall be true and correct (without giving effect to any materiality or Material Adverse Effect qualification therein) on the date hereof and as of the Closing Date as though made on and as of the Closing Date, except (X) to the extent such other representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date and (Y) to the extent that the facts, events and circumstances that cause such other

representations to not be true and correct as of such dates have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

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

(c) prior to or at the Closing, the Companies shall have delivered the following closing documents in form and substance reasonably acceptable to Buyer:

(i) a certificate of an authorized officer of each of Seller and the Companies, dated as of the Closing Date, to the effect that the conditions specified in Section 7.2(a) and Section 7.2(b) have been satisfied by each of Seller and the Companies;

(ii) a certified copy of the resolutions of each Company's board of directors authorizing the execution and delivery of the Agreement and the Ancillary Documents to be executed by each Company and the consummation of the transactions contemplated hereby;

(iii) written resignations of each of the directors of each Company and, to the extent requested by Buyer, each of the directors or managers of any other Group Company;

(iv) a certificate from Seller, in form and substance as prescribed by Treasury Regulations promulgated under Code section 1445, stating that Seller is not a "foreign person" within the meaning of Code section 897 and Treasury Regulations section 1.1445-2(b);

(d) prior to or at the Closing, Seller shall have delivered the items contemplated by Section 2.3(a);

(e) the conditions set forth on Section 7.2(e) of the Seller Disclosure Schedule have been satisfied; and

(f) since the date hereof, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

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

(a) The representations and warranties of Buyer set forth in ARTICLE 5 hereof shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and

warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct in all material respects as of the specified date;

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

(c) prior to or at the Closing, Buyer shall have delivered the following closing documents in form and substance reasonably acceptable to the Companies:

(i) a certificate of an authorized officer of Buyer, dated as of the Closing Date, to the effect that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied;

(ii) a certified copy of the resolutions of Buyer's board of directors (or other governing body) authorizing the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby; and

(d) prior to or at the Closing, Buyer shall have taken the actions, and delivered the items, contemplated by Section 2.3(b).

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

ARTICLE 8

TERMINATION; AMENDMENT; WAIVER

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

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

(b) by Buyer, if any of the representations or warranties of the Companies set forth in ARTICLE 3 or Seller set forth in ARTICLE 4 shall not be true and correct or if the Companies or Seller has failed to perform any covenant or agreement on the part of Seller or the Companies set forth in this Agreement (including an obligation to consummate the Closing) such that any condition to Closing set forth in either Section 7.2(a) or Section 7.2(b) would not be satisfied and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within twenty (20) days after written notice thereof is delivered to Seller; provided that Buyer is not then in breach of this Agreement so as to prevent the condition to Closing set forth in either Section 7.3(a) or Section 7.3(b) from being satisfied;

(c) by Seller, if any of the representations or warranties of Buyer set forth in ARTICLE 5 shall not be true and correct or if Buyer has failed to perform any covenant or agreement on the part of Buyer set forth in this Agreement (including an obligation to consummate the Closing) such that the condition to Closing set forth in either Section 7.3(a) or Section 7.3(b) would not be satisfied and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within twenty (20) days after written notice thereof is delivered to Buyer; provided that neither Seller nor any Group Company is then in breach of this Agreement so as to prevent the condition to Closing set forth in Section 7.2(a) or Section 7.2(b) from being satisfied;

(d) by either Party, if the transactions contemplated by this Agreement shall not have been consummated on or prior to December 28, 2012 (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(d) shall not be available to a Party if such Party's breach of any of its obligation under this Agreement in any manner shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Termination Date; or

(e) by any Party, if any Governmental Entity shall have issued an Order or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement and such Order or other action shall have become final and nonappealable; provided that the Party seeking to terminate this Agreement pursuant to this Section 8.1(e) shall have used reasonable best efforts to remove such Order.

Section 8.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.1, this entire Agreement shall forthwith become void (and there shall be no liability or obligation on the part of Buyer, Seller or the Companies or their respective officers, directors or equityholders) with the exception of (i) the provisions of this Section 8.2, Section 6.4, Section 6.14(c), ARTICLE 9, ARTICLE 10, each of which provisions shall survive such termination and remain valid and binding obligations of the Parties, (ii) any liability of the Parties for any willful breach of or willful failure to perform any of its obligations under this Agreement prior to such termination (including any willful failure by any Party to consummate the transactions contemplated by this Agreement if it is obligated to do so hereunder, as applicable) and (iii) any liability for any willful breach by a Party of any of its representations and warranties set forth in this Agreement. For purposes of this Section 8.2, "willful" shall mean a breach that is a consequence of an act undertaken by the breaching party with the knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

Section 8.3 Amendment. This Agreement may be amended or modified only by a written agreement executed and delivered by duly authorized officers of Buyer, Seller, and the Companies. This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any purported amendment by any Party or Parties effected in a manner which does not comply with this Section 8.3 shall be void.

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

ARTICLE 9
INDEMNIFICATION

Section 9.1 Indemnification by Seller.

(a) From and after the Closing Date, subject to the other provisions of this ARTICLE 9, Seller agrees to indemnify Buyer and its Affiliates and its and their officers, directors, managers, employees, agents and representatives (collectively, the "Indemnified Buyer Persons") and to hold each of them harmless from and against, any and all Actions, liabilities, losses, Taxes, costs, damages, expenses or penalties, and reasonable attorneys' fees, expenses and disbursements in connection with any Action against such Person (whether or not arising out of or resulting from any Third Party Claim) (collectively, "Damages"), in each case to the extent suffered, paid or incurred by such Indemnified Buyer Person and to the extent resulting from or caused by: (i) any breach or inaccuracy of any of the representations and warranties made by Seller to Buyer in ARTICLE 4 as of the date hereof or as of the Closing Date or in any certificate delivered by Seller pursuant to Section 7.2(c)(i); (ii) any breach or inaccuracy of any of the representations and warranties made by the Companies to Buyer in ARTICLE 3 as of the date hereof or as of the Closing Date or in any certificate delivered by the Companies pursuant to Section 7.2(c)(i); (iii) any breach by Seller of any covenant or agreement of Seller contained in this Agreement to be performed by Seller prior to the Closing; (iv) any breach by the Companies of any covenant or agreement contained in this Agreement to be performed by the Companies prior to the Closing; and (v) any Taxes of any Group Company for any Pre-Closing Tax Period, to the extent such Taxes are in excess of the amount, if any, reserved for such Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) on the face of the Closing Statement (rather than in any notes thereon); provided that for purposes of this ARTICLE 9, if any representation or warranty is qualified by materiality or "Material Adverse Effect" or a derivative thereof (except in the case of the reference to Material Adverse Effect in Section 3.10), such qualification will, for purposes of determining whether such representation or warranty has been breached or is inaccurate and in calculating the amount of Damages with respect to such breach or inaccuracy, be ignored and deemed not included in such representation or warranty.

(b) Notwithstanding anything to the contrary contained in Section 9.1(a), the rights of the Indemnified Buyer Persons to indemnification pursuant to Section 9.1(a) shall be subject to the following limitations: (i) the Indemnified Buyer Persons shall not be entitled to recover Damages pursuant to Section 9.1(a)(i), Section 9.1(a)(ii) (other than for claims for breach of the Seller Fundamental Representations or Section 3.10(c)), Section 9.1(a)(iii) or Section 9.1(a)(iv) for any claim or series of related claims unless such claim or series of related claims exceed the De Minimis Amount (and no claim or series of related claims that do not exceed the De Minimis Amount shall be taken into account in determining whether the Deductible has been met or exceeded), (ii) the Indemnified Buyer Persons shall not be entitled to recover Damages pursuant to Section 9.1(a)(i), Section 9.1(a)(ii) (other than for claims for breach of the Seller Fundamental Representations or Section 3.10(c)), Section 9.1(a)(iii) or Section 9.1(a)(iv) unless such Damages exceed in the aggregate the Deductible, whereupon Seller shall be obligated to pay in full all such amounts but only to the extent such aggregate Damages are in excess of the amount of the Deductible and (iii) the Indemnified Buyer Persons shall not be entitled to recover Damages pursuant to claims for breach of Section 3.10(c) unless such Damages exceed $250,000 in the aggregate, whereupon Seller shall be obligated to pay in full all such amounts but only to the extent such aggregate Damages are in excess of $250,000. Seller shall not in the aggregate be obligated to indemnify the Indemnified Buyer Persons pursuant to Section 9.1(a) for aggregate Damages in excess of the amount then contained in the Escrow Account.

Section 9.2 Indemnification by Buyer.

(a) From and after the Closing Date, subject to the other provisions of this ARTICLE 9, Buyer agrees to indemnify Seller and its Affiliates and its and their officers, directors, managers, employees, agents and representatives (other than the Companies) (collectively, the "Indemnified Seller Persons") and to hold each of them harmless from and against any and all Damages, in each case to the extent suffered, paid or incurred by such Indemnified Seller Persons and to the extent resulting from or caused by: (i) any breach or inaccuracy of any of the representations and warranties made by Buyer in ARTICLE 5 as of the date hereof or as of the Closing Date or in the certificate delivered by Buyer pursuant to Section 7.3(c)(i) and (ii) any breach by Buyer of any covenant or agreement of Buyer contained in this Agreement; provided that for purposes of this ARTICLE 9, if any representation or warranty is qualified by materiality or a derivative thereof, such qualification will, for purposes of determining whether such representation or warranty has been breached and in calculating the amount of Damages with respect to such breach, be ignored and deemed not included in such representation or warranty.

(b) Notwithstanding anything to the contrary contained in Section 9.2(a), the right of the Indemnified Seller Persons to indemnification pursuant to Section 9.2(a) shall be subject to the following limitations: (i) the Indemnified Seller Persons shall not be entitled to recover Damages pursuant to Section 9.2(a)(i) (other than for claims for breach of the Buyer Fundamental Representations) for any claim or series of related claims unless such claim or series of related claims exceed the De Minimis Amount, and (ii) the Indemnified Seller Persons shall not be entitled to recover Damages pursuant to Section 9.2(a)(i) (other than for claims for breach of the Buyer Fundamental Representations) unless such Damages exceed the Deductible in the aggregate, whereupon Buyer shall be obligated to pay in full all such amounts but only to

the extent such aggregate Damages are in excess of the amount of the Deductible. Buyer shall not in the aggregate be obligated to indemnify the Indemnified Seller Persons for aggregate Damages in excess of the amount of the Escrow Amount.

Section 9.3 Indemnification Procedures.

(a) If an Indemnified Buyer Person or an Indemnified Seller Person (each, an "Indemnified Person") believes that a claim, demand or other circumstance exists that has given or may reasonably be expected to give rise to a right of indemnification under this ARTICLE 9 (whether or not the amount of Damages relating thereto is then quantifiable), such Indemnified Person shall assert its claim for indemnification by giving written notice thereof, subject to Section 9.3 (a "Claim Notice") to Seller (if indemnification is sought from Seller) or to Buyer (if indemnification is sought from Buyer) (in any such case, the "Indemnifying Party"); provided that if the event or occurrence giving rise to such claim for indemnification is, or relates to an Action brought by a third party, such Claim Notice must be provided by such Indemnified Person promptly and in any event within fifteen (15) Business Days following receipt of notice of such Action by such third party; provided, further, that failure to give notice as specified herein shall not relieve the Indemnifying Party of its indemnification obligation hereunder unless and to the extent the Indemnifying Party is actually prejudiced by such failure. Each Claim Notice shall describe the claim in reasonable detail.

(b) If any claim or demand by an Indemnified Person under this ARTICLE 9 relates to a claim, suit or proceeding (including with respect to Taxes) filed or made against an Indemnified Person by a third party (a "Third Party Claim"), the Indemnifying Party may elect at any time within thirty (30) days of receipt of notice of a Third Party Claim to control and defend such Third Party Claim, in each case at its sole cost and expense and with its own counsel. In no event shall any Indemnified Person settle any Third Party Claim without the prior written consent of the Indemnifying Party, and the Indemnifying Party shall not be liable for any settlement made without its prior written consent. If the Indemnifying Party elects to defend any such Third Party Claim, then the Indemnified Person shall be entitled to participate in such defense with its own counsel, at such Indemnified Person's sole cost and expense. If the Indemnifying Party (i) advises such Indemnified Person in writing that the Indemnifying Party will not elect to defend, settle or compromise such Action or (ii) fails to make such an election in writing, within fifteen (15) Business Days of receipt from an Indemnified Person of any Claim Notice with respect to a Third Party Claim, such Indemnified Person may (subject to the Indemnifying Party's continuing right of election in the first sentence of this Section 9.3(b)), at its option, assume the defense of such Third Party Claim. Unless and until the Indemnifying Party makes an election in accordance with this Section 9.3(b) to assume the defense of such Third Party Claim, all of the Indemnified Person's reasonable out-of-pocket costs and expenses arising out of the defense of any such Third Party Claim shall be subject to indemnification hereunder to the extent provided, and subject to the limitations set forth, herein. Each Indemnified Person shall make available to the Indemnifying Party all information reasonably available to such Indemnified Person as may reasonably be requested relating to such Third Party Claim. In addition, the Parties shall render to each other such assistance as may reasonably be requested in order to help ensure the proper and adequate defense of any such Third Party Claim. The Party in charge of the defense shall keep the other Parties reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.

Section 9.4 General.

(a) From and after the Closing, and except with respect to claims arising from fraud and for claims pursuant to Section 10.15, the Side Letter and the Transition Services Agreement, the indemnification provided in this ARTICLE 9 shall be the sole and exclusive remedy available to any party hereto with respect to any matter in any way arising from or relating to this Agreement. Subject to the foregoing, to the maximum extent permitted by Law, the parties hereby waive all other rights and remedies with respect to any matter in any way relating to this Agreement or arising in connection herewith, whether under any Laws at common law, in equity or otherwise (including with respect to any environmental, health or safety matters, including those arising under CERCLA or any other Environmental Laws), except to the extent of a breach of Section 3.14.

(b) The Escrow Amount will be the sole recourse for payments due from the Seller pursuant to ARTICLE 9, and in no event shall the Indemnified Buyer Persons be entitled to recover an aggregate amount pursuant to this ARTICLE 9 in excess of the available portion of the Escrow Amount at any time. On the first Business Day following the fifteen (15) month anniversary of the Closing Date, the Escrow Agent shall release to Seller from the Escrow Account an amount equal to $25,000,000; provided that such release shall occur only if prior to the fifteen (15) month anniversary of the Closing Date, no claims for indemnification have been made or are pending pursuant to this ARTICLE 9 by any Indemnified Buyer Persons or third party. Any portion of the Escrow Amount remaining as of the Release Date (less the aggregate amount claimed by the Indemnified Buyer Persons pursuant to a Claim Notice delivered pursuant to Section 9.4 and not fully resolved prior to such date) shall be released to Seller. At any time following the Release Date, to the extent the available portion of the Escrow Amount exceeds the aggregate amount claimed by the Indemnified Buyer Persons pursuant to Claim Notices made prior to such Release Date and not fully resolved prior to the time of determination, such excess shall be promptly released to Seller. Seller and the Buyer shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to make any distributions from the Escrow Amount provided for herein.

(c) Any indemnification payment payable by the Buyer hereunder shall be made by wire transfer of immediately available funds within three (3) Business Days of the date on which such obligation is finally determined to such account or accounts as the Indemnified Seller Person may designate to the Buyer in writing.

(d) The representations, warranties, covenants and agreements of each party hereto and any Person's rights to indemnification with respect thereto shall not be affected or deemed waived by reason of any investigation made by or on behalf of such Person (including by any of its advisors, consultants or representatives) or by reason of the fact that such Person or any of such advisors, consultants or representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of any waiver by any party hereto of any condition set forth in ARTICLE 7.

(e) Notwithstanding anything to the contrary contained in this ARTICLE 9, no indemnification shall be provided under this Agreement with respect to any Damages that are not reasonably foreseeable or punitive damages, provided that Damages of the Indemnified

Buyer Persons and Indemnified Seller Persons may include punitive damages to the extent that they are actually adjudicated as due and actually paid by such Person to a third party in connection with an indemnified Third Party Claim.

(f) No Indemnified Person shall have any right to indemnification hereunder with respect to any environmental investigatory, corrective or remedial Action except to the extent such Action is required by Environmental Laws or other applicable Law and then only to the extent of any such action reasonably necessary to attain compliance in a cost effective manner with Environmental Laws or other applicable Law assuming continued commercial or industrial use of the subject property in the ordinary course of business consistent with past practice and employing appropriate risk based standards and institutional controls where available. The Seller shall have no obligation to indemnify any of the Indemnified Buyer Persons or the Group Companies with respect to any Action arising from (a) any conditions of contamination identified through any environmental sampling or analysis, or (b) any report to any Governmental Entity, in either case which is not affirmatively required by Environmental Laws unless Buyer reasonably believes there is or has been a violation of Environmental Laws.

(g) The amount of any Damages sustained by an Indemnified Person shall be reduced by the net amount actually recovered by such Indemnified Person or its Affiliates with respect to such Damages under any insurance coverage of the Group Companies or other source of reimbursement or indemnification by a third party (net of the amount of any out-of-pocket costs and expenses incurred (including increases in insurance premiums as a result of the claim, if applicable) to recover such reimbursement), it being understood and agreed that an Indemnified Person shall use commercially reasonable efforts to seek recovery under the applicable insurance policies of the Group Companies. To the extent that any such recovery is obtained after the Indemnified Person has received payment from the Indemnifying Party with respect to the applicable Damages, the Indemnified Person obtaining such recovery shall promptly refund the appropriate portion thereof to the Indemnifying Party to the extent it results in duplicate recovery for the same Damages (less any out-of-pocket costs and expenses incurred (including increases in insurance premiums as a result of the claim) to recover such reimbursement). The amount of any Damages for which indemnification is provided under this ARTICLE 9 shall be reduced by the amount of any Tax benefit actually received by the Indemnified Person in the tax year in which such Damages occur, as a result of the incurrence of such Damages (determined by comparing the Taxes that would have been payable taking into account any deductions attributable to such Loss with those Taxes that would have been payable in the absence of such deductions, and assuming that such deductions are the last item of deduction on any Tax Return). The Indemnified Buyer Persons shall not be entitled to indemnification under this ARTICLE 9 for any Damages to the extent that such Damages were taken into account in the determination of the Final Purchase Price pursuant to Section 2.4(b)(ii). The Indemnified Person shall use commercially reasonable efforts to mitigate Damages to the extent required by applicable Law.

(h) The Indemnified Persons entitled to the indemnification, liability limitation, exculpation and insurance set forth in this ARTICLE 9 are intended to be third party beneficiaries of this ARTICLE 9. This ARTICLE 9 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of Buyer and the Group Companies.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Survival of Representations, Warranties and Covenants. Each of the representations, warranties and pre-Closing covenants and agreements of Seller, the Companies and Buyer hereunder shall survive the Closing to and until 18 months after the Closing (the "Release Date"). The expiration of any representation, warranty, covenant or agreement to be performed prior to the Closing as provided in this Section 10.1 shall preclude any indemnity with respect thereto under ARTICLE 9, as applicable, from and after the time such representation and warranty shall have expired; provided, however, that the expiration of any such representation, warranty, covenant or agreement to be performed prior to the Closing shall not affect the rights of any party in respect of any indemnity claim therefor as to which a Claim Notice in respect thereof has been given in good faith pursuant to Section 9.4 prior to the expiration of the applicable survival period provided in this Section 10.1 and the basis for any such Claim Notice is still existing as of such date of expiration (and, in each case, has not been resolved, rescinded or withdrawn). The covenants and agreements of the parties hereto to be performed after the Closing shall survive to such dates or times as contemplated herein.

Section 10.2 Entire Agreement; Assignment. This Agreement, the letter agreement of even date herewith among the Parties, Grande and ABRY Partners, LLC (the "Side Letter"), and the Confidentiality Agreement (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) shall not be assigned by any Party (whether by operation of law or otherwise), other than for collateral purposes, without the prior written consent of Buyer and Seller; provided that no consent shall be required for Buyer to assign any or all of its respective rights and delegate any or all of its respective obligations hereunder to one or more of its Subsidiaries; provided that such delegation of obligations shall not relieve Buyer of any of its obligations hereunder. Any attempted assignment of this Agreement not in accordance with the terms of this Section 10.2 shall be void.

Section 10.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile (followed by overnight courier), E mail (followed by overnight courier), or by registered or certified mail (postage prepaid, return receipt requested) to the other Parties as follows:

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

Cogeco Cable Inc.
5 Place Ville-Marie, Bureau 1700
Montreal, Québec

H3B 0B3
Attention: Legal Department
Facsimile: (514) 874-0776

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

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Gary I. Horowitz
Facsimile: (212) 455-2502
E mail: ghorowitz@stblaw.com

To Seller:

Atlantic Broadband Group, LLC
c/o ABRY Partners LLC
111 Huntington Avenue
Boston, MA 02199
Attention: Jay Grossman
Facsimile: (617) 859-8797
E mail: jgrossman@abry.com

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

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Armand A. Della Monica and Joshua Kogan
Facsimile: (212) 446 6460
E mail: armand.dellamonica@kirkland.com
joshua.kogan@kirkland.com

To the Group Companies (prior to the Closing):

c/o Atlantic Broadband Group, LLC
One Batterymarch Park, 4th Floor
Quincy, MA 02169
Attention: Pat Bratton
Facsimile: (617) 786-8803
E mail: Pbratton@atlanticbb.com

with copies (which shall not constitute notice to the Companies) to:

ABRY Partners LLC
111 Huntington Avenue
Boston, MA 02199
Attention: Jay Grossman
Facsimile: (617) 859-8797
E mail: jgrossman@abry.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Armand A. Della Monica and Joshua Kogan
Facsimile: (212) 446 6460
E mail: armand.dellamonica@kirkland.com
joshua.kogan@kirkland.com

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

Section 10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Section 10.5 Fees and Expenses. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses.

Section 10.6 Construction; Interpretation. The term "this Agreement" means this Stock Purchase Agreement together with the Disclosure Schedules and exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any Party. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Disclosure Schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (ii) masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; and (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation".

Section 10.7 Exhibits and Disclosure Schedules. All exhibits and Disclosure Schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. Any item disclosed in any Disclosure Schedule referenced by a particular section in this Agreement shall be deemed to have been disclosed with respect to every other section in this Agreement if the relevance of such disclosure to such other section is reasonably apparent on its face (other than with respect to Section 3.10(a)(i)). The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Disclosure Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no Party shall use the fact of

the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Disclosure Schedule is or is not material for purposes of this Agreement.

Section 10.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and, except as otherwise expressly set forth herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement; provided, however, any Persons party to the Debt Financing Commitments are third party beneficiaries of Sections 6.14, 10.4, 10.13, 10.14 and 10.15.

Section 10.9 Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Section 10.10 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 10.11 Knowledge of the Companies. For all purposes of this Agreement, the phrase "to the Companies' knowledge", "to the knowledge of the Companies" and "known by the Companies" and any derivations thereof shall mean as of the applicable date, the actual knowledge without independent investigation (and shall in no event encompass constructive, imputed or similar concepts of knowledge) of Patrick Bratton, Edward Holleran, David Keefe, David Isenberg, David Dane, and Bartlett Leber, none of whom shall have any personal liability or obligations regarding such knowledge.

Section 10.12 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, each of the Parties acknowledges and agrees that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee or member of Seller or Buyer or of any Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee or member of Seller or Buyer or of any Affiliate or assignee thereof, as such, for any obligation of Seller or Buyer under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 10.13 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED

OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.14 Jurisdiction and Venue. Each of the Parties hereto (a) irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with this Section 10.14 or in such other manner as may be permitted by applicable Law, that such process may be served in the manner of giving notices in Section 10.3 and that nothing in this Section 10.14 shall affect the right of any Party to serve legal process in any other manner permitted by applicable Law; (b) irrevocably and unconditionally consents and submits itself and its properties and assets in any action or proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) in the event any dispute or controversy arises out of this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof; (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (d) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chancery Court and any state appellate court therefrom located within the State of Delaware (or, only if the Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware); (e) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (f) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each of Buyer, Seller and the Companies agree that a final judgment in any action or proceeding in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Notwithstanding the foregoing, each of the Parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Lenders in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than any state or Federal court sitting in the City of New York. The Lenders shall be express third party beneficiaries with respect to this section.

Section 10.15 Remedies. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy

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

Section 10.16 Waiver of Conflicts. Recognizing that Kirkland & Ellis LLP has acted as legal counsel to Seller, its Affiliates and the Group Companies prior to the Closing, and that Kirkland & Ellis LLP intends to act as legal counsel to Seller and its Affiliates (which will no longer include the Group Companies) after the Closing, each of Buyer and the Company hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Kirkland & Ellis LLP representing Seller and/or its Affiliates after the Closing as such representation may relate to Buyer, any Group Company or the transactions contemplated herein. In addition, all communications involving attorney-client confidences between Seller, its Affiliates or any Group Company and Kirkland & Ellis LLP in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall be deemed to be attorney-client confidences that belong solely to Seller and its Affiliates (and not the Group Companies). Accordingly, the Group Companies shall not have access to any such communications, or to the files of Kirkland & Ellis LLP relating to engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) Seller and its Affiliates (and not the Group Companies) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Group Companies shall be a holder thereof, (ii) to the extent that files of Kirkland & Ellis LLP in respect of such engagement constitute property of the client, only Seller and its Affiliates (and not the Group Companies) shall hold such property rights and (iii) Kirkland & Ellis LLP shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to any of the Group Companies by reason of any attorney-client relationship between Kirkland & Ellis LLP and any of the Group Companies or otherwise.

* * * * *

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

ATLANTIC BROADBAND (MANAGEMENT) HOLDINGS, INC.

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

ATLANTIC BROADBAND (MIAMI) HOLDINGS, INC.

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

ATLANTIC BROADBAND (DELMAR) HOLDINGS, INC.

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

ATLANTIC BROADBAND (PENN) HOLDINGS, INC.

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

ATLANTIC BROADBAND (SC) HOLDINGS, INC.

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

ATLANTIC BROADBAND GROUP, LLC

By: *(signed)* Patrick Bratton
Name: Patrick Bratton
Title: Chief Financial Officer

EXECUTION VERSION

COGECO CABLE INC.

By: *(signed)* Louis Audet
Name: Louis Audet
Title: President and Chief Executive Officer

By: *(signed)* Christian Jolivet
Name: Christian Jolivet
Title: Vice President and Chief Legal Officer

Exhibit A

[Exhibit A is not included for confidentiality reasons]

Exhibit B

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (this "Agreement") is entered into as of July 18, 2012, by and between Grande Communications Networks, LLC, a Delaware limited liability company ("Grande") and Atlantic Broadband Finance, LLC, a Delaware limited liability company ("ABB", and together with Grande, each a "Party" and collectively, the "Parties"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Section Section 3.1.

WITNESSETH:

WHEREAS, ABB currently provides extensive management and related services to Grande pursuant to that certain Management Services Agreement between Grande, ABB and Grande Manager LLC, a Delaware limited liability company dated September 14, 2009 (as amended, the "MSA");

WHEREAS, ABB has provided notice to Grande of a pending transaction involving ABB (the "Transaction") that will result in the termination of the MSA pursuant to Section 2(a) thereof (the closing date of such Transaction is referred to herein as, the "Effective Date"); and

WHEREAS, the parties desire to enter into this Agreement (i) to ensure that ABB shall continue to provide such extensive services to Grande in order to permit Grande to continue to operate in the ordinary course and consistent with past practices upon the termination of the MSA and (ii) to assist Grande in transitioning off the MSA in an orderly fashion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree, intending to be legally bound, as follows:

ARTICLE 1
TRANSITION SERVICES

Section 1.1 Performance of Transition Services.

(a) Subject to the terms and conditions set forth herein, during the Term (as defined in Section Section 2.1(a)) ABB shall provide, or cause to be provided, to Grande each of the services described on Schedule I hereto (each, a "Transition Service" and collectively, the "Transition Services"), in each case only to the extent such services have been provided to Grande as of the date hereof under the MSA and unless the provision of any such Transition Service or this Agreement is earlier terminated in accordance with Section 2.2 hereof. ABB shall provide the Transition Services in accordance with applicable Laws and the standards of service set forth in Section 1.3 hereof. Except as may otherwise be explicitly set forth herein, ABB makes no representation or warranty whatsoever with respect to the Transition Services to be provided hereunder.

(b) ABB (i) may use subcontractors to provide some or all of the Transition Services to the extent ABB is using subcontractors to provide the same or similar services to ABB and its Affiliates and (ii) shall use its commercially reasonable efforts to cause any subcontractors who provide services to Grande under the MSA as of the date hereof to continue providing such

services to Grande hereunder during the Term. If ABB delegates any of its responsibilities under this Agreement to any of its Affiliates or uses subcontractors in the performance thereof, then ABB shall remain fully responsible for the actions and performance of such Affiliate or subcontractor to the extent the ABB would be responsible hereunder if performing such obligations itself and such Affiliate or subcontractor shall be deemed ABB hereunder for purposes of defining its performance obligations. If ABB delegates any Transition Service provided hereunder to a subcontractor, ABB shall pay all costs and expenses charged by such subcontractors and shall pass through a ratable portion of such charges (at the rate charged by such subcontractors) to Grande based on the services actually performed by such subcontractors for Grande's benefit hereunder.

(c) All employees and representatives of ABB shall be deemed for all purposes (including compensation and employee benefits) to be employees or representatives solely of ABB and not to be employees, representatives or independent contractors of Grande. In performing their respective duties hereunder, all such employees and representatives of ABB shall be under the direction, control and supervision of ABB (and not of Grande) and ABB shall have the sole and exclusive right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives. For the avoidance of doubt, no Person other than ABB shall make any payments with respect to compensating such employees and representatives.

(d) Grande shall make available on a reasonably timely basis to ABB all information requested by ABB reasonably necessary to enable it to provide the Transition Services. Grande shall give ABB reasonable access, during normal business hours and at such other times as are reasonably required, to Grande's premises to the extent reasonably necessary to enable it to provide the Transition Services.

(e) For so long as ABB is providing any Transition Service hereunder and for eighteen (18) months thereafter, ABB shall keep and maintain books and records of the Transition Services provided and reasonable supporting documentation of all material costs incurred in connection with providing such Transition Service, which books and records shall be at least as comprehensive and detailed as those ABB kept prior to the Effective Date. ABB shall make such books and records available to any officer of, or other authorized person designated by, Grande for inspection and audit at the principal offices of ABB, at reasonable times and on reasonable advance written request.

(f) ABB shall promptly notify Grande of any staffing or resource problems of which it becomes aware that could reasonably be expected to materially and adversely affect the Transition Services. The Parties shall work together in good faith to remedy any such problems.

(g) If Grande identifies a service that, prior to the Effective Date, was provided by ABB pursuant to the MSA but such service is not included in the Transition Services identified on Schedule I, then Grande shall be entitled to add such service to the Transition Services by providing written notice thereof to ABB, and ABB shall as soon as reasonably practicable thereafter provide such service to Grande hereunder at a cost calculated in accordance with Section 1.2 hereof. Notwithstanding anything contrary herein, in no event shall ABB be obligated to provide any services to the extent they are not currently provided to Grande as of the date hereof.

(h) At the expiration of the Term or earlier termination of the Term with respect to all or any particular Transition Service, to the extent applicable having regard to the nature of the Transition Service, ABB will cooperate with Grande, at Grande's sole cost, to turn over all aspects of performance and control of the Transition Service(s) to Grande in a manner that facilitates a smooth and uninterrupted transition of the Transition Services to Grande (the "Transfer Services"), but in no event shall such turnover require or permit ABB to turn over assets or employees to Grande, except as the Parties may otherwise agree in writing.

Section 1.2 Payment for Transition Services and Transfer Services.

(a) As compensation for the provision of Transition Services and Transfer Services hereunder, Grande shall pay ABB a monthly fee calculated based upon (i) the actual number of hours spent by ABB personnel in the performance of such services hereunder during the relevant month and (ii) the corresponding Hourly Rates of such personnel. With respect to any ABB employee providing such services hereunder, the term "Hourly Rate" shall mean the sum of (x) the annual salary and targeted annual bonus payable by ABB to such employee, divided by [redacted], plus (y) [redacted]% of the amount described in the foregoing clause (x).

Information not included for confidentiality reasons

(b) ABB shall, at the end of every month during the Term and at the end of every month in which Transfer Services were provided, submit to Grande for payment a billing invoice setting forth in reasonable detail the applicable services provided during such period, the ABB personnel who provided such services during such period, the total hours worked by such personnel and their respective Hourly Rates, and the corresponding amounts owed by Grande hereunder for such services. Payment of all amounts owed shall be remitted within thirty (30) days after the date in which Grande receives ABB's invoice, subject to Grande receiving, if requested, appropriate support documentation for such invoices.

Section 1.3 Standards of Service. ABB shall perform the Transition Services in a manner, scope, nature and quality (including with respect to skill, responsiveness and care) that is substantially equivalent to those provided by ABB to Grande under the MSA prior to the Effective Date.

Section 1.4 Service Interruption and Restoration; *Force Majeure*. No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, war, terrorism, riots, fires, explosions, earthquakes, floods or unusually severe weather conditions. In the event of any such excused disruption or delay, (a) the non-performing Party promptly shall advise the other Party of the circumstances causing the disruption or delay, (b) the non-performing Party shall use commercially reasonable efforts to overcome such circumstances and resume performance within a reasonable period of time and (c) the time for performance shall be extended for a period equal to the time lost by reason of the delay. If, however, ABB cannot perform any such delayed Transition Service for a period of thirty (30) days due to such cause, then Grande may terminate this Agreement solely with respect to such delayed Transition Service upon written notice to ABB. Additionally, if ABB is temporarily excused from supplying any Transition Service in accordance with the terms of this paragraph, Grande shall be free to acquire, at its sole cost, such services from any substitute source; provided, however, that

the time for performance for such services by ABB shall not be extended as set forth in clause (c) above. If, after the period of disability, ABB is once again able to perform the Transition Services, Grande shall have the right to reinstate this Agreement with respect to ABB's performance of such Transition Services upon written notice to ABB.

ARTICLE 2
TERM; CONFIDENTIALITY; INDEMNIFICATION

Section 2.1 Term and Termination.

(a) The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect, unless sooner terminated pursuant to this Section 2.1 or Section 1.4 hereof, through the twelve (12) month anniversary of the Effective Date (the "Term"); provided, however, that the expiration of the Term shall not relieve any party of its obligations to perform any other unfulfilled obligation hereunder. Notwithstanding the foregoing, this Agreement may be extended upon mutual agreement, at mutually agreeable fees, terms and conditions.

(b) This Agreement may be terminated in whole prior to the expiration of the Term by (i) the mutual written consent of the Parties or (ii) either Party in the event of a material breach by the other Party of any material term of this Agreement upon written notice to the defaulting Party specifying such breach in reasonable detail if such breach is not cured to the non-defaulting Party's reasonable satisfaction within thirty (30) days after the defaulting Party's receipt of such written notice of such breach. Any termination under subsection (i) shall be effective on the last day of a calendar month.

(c) Grande may terminate its right to receive and corresponding obligation to pay for any Transition Service upon providing written notice to ABB of such partial termination, which notice shall include a reasonable description of the Transition Service(s) that Grande desires to terminate. The termination of any Transition Services shall be effective on the last day of the month in which the termination notice was received by ABB (the "Termination Date"). Such election to terminate any Transition Service shall not relieve ABB of its continuing duty to provide those Transition Services that have not been terminated and shall not limit Grande's obligation to pay for any terminated Transition Services that are provided prior to such Termination Date.

Section 2.2 Confidentiality.

(a) Subject to Section Section 2.2(b), for a period of three years after the date of this Agreement, ABB shall, and shall cause its Representatives (i) to hold, in confidence, all Confidential Information of Grande or any of its Affiliates furnished to, or obtained by, ABB or its Affiliates in connection with the provision of Transition Services contemplated by this Agreement, (ii) not to disclose such Confidential Information to any Person, and (iii) to use such information only for purposes of providing or receiving, as the case may be, the Transition Services provided hereunder, and not otherwise in a manner that could reasonably be expected to be material and adverse to the interests of Grande or its Affiliates; provided that such obligations shall not apply to the extent that such Confidential Information was (A) previously known on a non-confidential

basis by the ABB, (B) in the public domain through no fault of ABB, or (C) lawfully acquired by ABB from sources other than Grande or any of its Affiliates.

(b) ABB may disclose Confidential Information of Grande (i) to the extent required by applicable Law, provided that to the extent practicable ABB shall notify Grande in advance of the disclosure under this subsection and shall, to the extent practicable and reasonably requested by Grande, cooperate with Grande (at Grande's sole cost) in seeking confidential treatment of the information to be disclosed (or, if ABB is not legally permitted to comply with the foregoing, then such Party shall comply when and to the extent permitted under applicable legal requirements), and (ii) to its Representatives in connection with the performance of the Transition Services contemplated by this Agreement so long as such Persons are informed by ABB of the confidential nature of such information and are bound by ABB to confidentiality obligations no less stringent than those contained herein. ABB shall be responsible for any failure to treat such Confidential Information confidentially by such its Representatives.

(c) Subject to Section Section 1.1(e), upon expiration or termination of this Agreement, ABB will, and will cause its Representatives to destroy or, upon request, deliver to Grande (at its sole cost), all documents and other materials embodying the Confidential Information of Grande, and all copies thereof, obtained by ABB or its Representatives or on their behalf from Grande or any of its Representatives in connection with this Agreement.

Section 2.3 Indemnification.

(a) In the event that ABB or any of its Affiliates, principals, members, partners, directors, stockholders, employees, agents and representatives (collectively, the "Indemnified Parties") becomes involved in any capacity in any action, proceeding or investigation in connection with the provision of the Services hereunder by ABB, other than any such action, proceeding or investigation by Grande or its Affiliates, Grande will indemnify and hold harmless the Indemnified Parties from and against any actual or threatened claims, lawsuits, actions or liabilities (including out-of-pocket expenses and the reasonable fees and expenses of counsel and other litigation costs and the cost of any preparation or investigation) of any kind or nature ("Losses"), arising as a result of or in connection with this Agreement and the Transition Services or Transfer Services, and will periodically reimburse the Indemnified Parties for their expenses as described above, except that Grande will not be obligated to so indemnify any Indemnified Party to the extent that, any such Losses arise as a result of any illegal activity, bad faith, gross negligence or willful misconduct of such Indemnified Party or to the extent that such Indemnified Party is adjudged to be liable to Grande. ABB will certify to Grande in writing all Losses that are payable to ABB or other Indemnified Parties hereunder. The reimbursement and indemnity obligations of Grande under this Section Section 2.3(a) shall be in addition to any liability which Grande may otherwise have, shall extend upon the same terms and conditions to any Indemnified Party, as the case may be, and shall be binding upon and inure to the benefit of any successors or assigns of Grande, or ABB and of any successors, assigns, heirs and personal representatives of such Indemnified Party. The foregoing provisions shall survive the termination of this Agreement.

(b) In the event that Grande or any of its Affiliates, principals, members, partners, directors, stockholders, employees, agents and representatives (collectively, the "Grande Indemnified

Parties") becomes involved in any capacity in any action, proceeding or investigation in connection with the provision of the Transition Services hereunder by ABB, ABB will indemnify and hold harmless the Grande Indemnified Parties from and against any Losses arising as a result of any illegal activity, bad faith, gross negligence or willful misconduct of ABB. Grande will certify to ABB in writing all Losses that are payable to Grande or other Grande Indemnified Parties hereunder. The reimbursement and indemnity obligations of ABB under this Section Section 2.3(b) shall be in addition to any liability which ABB may otherwise have, shall extend upon the same terms and conditions to any Grande Indemnified Party, as the case may be, and shall be binding upon and inure to the benefit of any successors or assigns of Grande, or ABB and of any successors, assigns, heirs and personal representatives of such Grande Indemnified Party. The foregoing provisions shall survive the termination of this Agreement.

(c) IN NO EVENT WILL ABB BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT OR OTHERWISE FOR ANY DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARE AS A RESULT OF ILLEGAL ACTIVITY, BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE TRANSITION SERVICES, INCLUDING LOST PROFITS, BUSINESS OPPORTUNITIES AND REVENUES, IN EACH CASE EXCEPT TO THE EXTENT SUCH DAMAGES ARE DUE BY THE INDEMNIFIED PARTY TO A THIRD PARTY AND EXCEPT AS PROVIDED IN SECTION 1.2.

ARTICLE 3
MISCELLANEOUS

Section 3.1 Certain Defined Terms. As used herein, the following capitalized terms shall have the following meanings:

(a) "Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person; provided that for purposes of this Agreement, ABB shall not be deemed to be an Affiliate of ABRY Partners, LLC or any of its Affiliates (including Grande).

(b) "Confidential Information" means any information concerning Grande or its Affiliates and any of their respective businesses, assets, liabilities or employees that is received or learned by ABB, its Affiliates or personnel in connection with the provision of services under the MSA or the provision of Transition Services under this Agreement, including information regarding methods of operation, subscribers, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

(c) "Law" means any applicable statute, law (including common law), ordinance, rule, order or regulation of a governmental authority.

(d) "Legal Proceeding" means any action, suit, litigation, arbitration, proceeding or hearing conducted or heard by or before, or otherwise involving, any court or other governmental authority or any arbitrator or arbitration panel.

(e) "Representatives" of a Party means such Party's and its Affiliates' respective directors, officers, employees, agents, accountants, counsel, subcontractors and other advisors and representatives.

Section 3.2 Relationship of Parties. In providing the Transition Services, ABB is acting as and shall be considered an independent contractor. Nothing herein contained shall be deemed or construed by the Parties or any other Person as creating the relationship of principal and agent, partnership, joint employers or joint venture between the Parties. Neither ABB nor Grande has the right or authority to enter into any contract, warranty, guarantee or other undertaking in the name or for the account of the other such Party, or to assume or create any liability of any kind, express or implied, on behalf of the other Party, or to bind the other Party in any manner whatsoever, or to hold itself out as having any right, power or authority to create any such liability on behalf of the other or to bind the other Party in any manner whatsoever (except as to any actions taken by either ABB or Grande at the express written request and direction of the other Party).

Section 3.3 Remedies; Specific Performance. The Parties agree that if any provision of this Agreement is not performed in accordance with its terms or is otherwise breached, irreparable harm would occur, no adequate remedy at law would exist, and damages would be difficult to determine, and the Party or Parties not in breach shall, except as expressly provided in this Agreement, be entitled to the remedy of specific performance (without posting a bond or other security) and to exercise all other rights available under applicable Law. Except as otherwise provided in this Agreement, all such rights and remedies shall be cumulative and non-exclusive, and may be exercised singularly or concurrently. One or more successive actions may be brought, either in the same action or in separate actions, as often as is deemed advisable, until all of the obligations to such Person are paid and performed in full. In any dispute between the parties hereto or their representatives concerning any provision of this Agreement or the rights and duties of any person or entity hereunder, the party or parties prevailing in such dispute shall be entitled, in addition to such other relief as may be granted, to reimbursement from the non-prevailing party or parties of the attorneys' fees and court costs incurred by such prevailing party or parties by reason of such dispute.

Section 3.4 Entire Agreement; Amendment. This Agreement (including Schedule I hereto) constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by ABB and Grande. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party or such holder under or by reason of this Agreement.

Section 3.5 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing in this Agreement, express or implied, is intended or shall be construed to give any Person other than the Parties or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein; provided that each Indemnified Party shall be an express, third-party beneficiary of the provisions of this Agreement that are applicable to such Indemnified Party.

Section 3.6 Assignment. No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto; provided that notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to any of its Affiliates without the consent of the other party.

Section 3.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

Section 3.8 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.9 Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute the whole agreement. Executed signatures to this Agreement may be delivered by any standard electronic means and any such electronically delivered signatures shall be construed as manually executed signatures.

Section 3.10 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement and Schedule I hereto, shall be deemed to be followed by the words "without limitation."

Section 3.11 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 3.12 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; or (d) three (3) Business Days after being mailed to the recipient by

certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to ABB:

Atlantic Broadband Finance, LLC
1 Batterymarch Park
Suite 405
Quincy, MA 02169
Attention: Ed Holleran and Bartlett Leber
Facsimile: (617) 786-8803

If to Grande:

Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, Texas 78666
Attention: Matt Murphy
Facsimile: (512) 878-4010

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

ABRY Partners, LLC
111 Huntington Avenue
30th Floor
Boston, MA 02199
Attention: Jay Grossman
Facsimile: (617) 859-8797

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Armand A. Della Monica
Facsimile: (212) 446-6460

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section Section 3.12.

Section 3.13 Choice of Law; Jurisdiction and Venue.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION)

THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in New York, New York in any Legal Proceeding arising out of or relating to this Agreement and agrees that all claims in respect of such Legal Proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Legal Proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section Section 3.12; provided, however, that nothing in this Section Section 3.13(b) shall affect the right of any Party to serve legal process in any other manner permitted by Law or in equity. Each Party agrees that a final judgment in any Legal Proceeding so brought shall be conclusive and may be enforced by Legal Proceeding or in any other manner provided by Law or in equity. The Parties intend that all foreign jurisdictions will enforce any decree of any state or federal court sitting in New York, New York in any Legal Proceeding arising out of or relating to this Agreement.

(c) To the extent that a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives such immunity in respect of its obligations pursuant to this Agreement.

(D) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.14 Time of the Essence; Computation of Time. Time is of the essence for each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge or any duty hereunder shall fall upon a Saturday, Sunday, or any date on which banks in San Marcos, Texas or Boston, Massachusetts are authorized to be closed, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a regular business day.

* * * * *

IN WITNESS WHEREOF, each of the Parties has caused this Transition Services Agreement to be signed by its respective officer thereunto duly authorized, all as of the date first written above.

Atlantic Broadband Finance, LLC

By: _____
Name:
Title:

Grande Communications Networks, LLC

By: _____
Name:
Title:

SCHEDULE I
TRANSITION SERVICES

Finance

- Monthly programming payment calculations
- Accounts payable check processing
- Annual 1099 preparation
- Fixed asset tracking
- Treasury oversight
- Formal financial statement preparation
- Formal Senior Credit Facility reporting (excluding negotiation and signing of certificates)
- Monthly and annual financial statement review
- Annual budget preparation review
- Annual financial statement audit coordination
- Annual tax return preparation coordination
- General reviews of financial performance metrics

Sales and Marketing

Marketing

- Develop and manage implementation of Grande's residential and small business marketing plans
- Manage all outside marketing agencies/vendors
- Define, manage and track results for all residential and small business campaign activities
- Coordinate all online programs including mygrande.com website design and content
- Oversight and development of all marketing materials
- Review and approve media plans and buys
- Lead marketing budgeting process
- Manage any marketing research activities

Product & Sales

- Define product strategy and maintain product roadmap plans
- Lead and/or participate in product deployment projects
- Develop and implement all pricing and bundling plans
- Perform competitive research, providing updates or responses as necessary
- Provide product sales training materials and support
- Manage Video On Demand content and menu structures
- Review and approve changes to product structure and code sets within the billing system
- Lead definition and planning of annual product rate change process
- Support annual budgeting process
- Support marketing campaign development
- Support programming negotiations and carriage decisions
- Manage strategic product vendor relationships (Tivo, Synacor)
- Continually evaluate and optimize sales channel performance
- Over see direct sales channel activities and results

Information Technology

- Overall technical management of the Company's product, infrastructure and customer care efforts
- Leadership of company's business process improvement efforts
- Principle engineering of IT systems and process integration including provisioning middleware across all platforms, telephony systems and applications, authentication/TVE systems, and internal support/ network management tools
- Program management of all new product , systems implementations and key business initiatives
- Manage all aspects of billing systems for Residential, Commercial and Enterprise segments
- Development and ongoing management of IT and other key operational processes
- Advanced IP network planning, testing and support
- Oversight of all corporate reporting practices
- Maintenance and support of accounting system server

Human Resources

- Review of annual renewal materials and assistance in benefit plan designs and performance metrics

Legal and Regulatory Affairs

- Oversight of all legal matters
- Oversight of all franchise affairs
- Oversight of all regulatory matters

General Corporate Matters

- Support and attendance at Board of Director meetings
- Support and attendance for outside lender and investor interaction

ARTICLE I

Exhibit C

[Exhibit C is not included for confidentiality reasons]

Execution Version

SCHEDULES TO STOCK PURCHASE AGREEMENT

BY AND AMONG

ATLANTIC BROADBAND (MANAGEMENT) HOLDINGS, INC.,

ATLANTIC BROADBAND (MIAMI) HOLDINGS, INC.,

ATLANTIC BROADBAND (DELMAR) HOLDINGS, INC.,

ATLANTIC BROADBAND (PENN) HOLDINGS, INC.,

ATLANTIC BROADBAND (SC) HOLDINGS, INC.,

ATLANTIC BROADBAND GROUP, LLC,

AND

COGECO CABLE INC.

DATED AS OF JULY 18, 2012

THE INFORMATION PROVIDED IN THESE SCHEDULES IS BEING PROVIDED SOLELY FOR THE PURPOSE OF MAKING THE DISCLOSURES TO BUYER UNDER THE AGREEMENT. IN DISCLOSING THIS INFORMATION, SELLERS EXPRESSLY DO NOT WAIVE ANY ATTORNEY-CLIENT PRIVILEGE ASSOCIATED WITH SUCH INFORMATION OR ANY PROTECTION AFFORDED BY THE WORK-PRODUCT DOCTRINE WITH RESPECT TO ANY OF THE MATTERS DISCLOSED OR DISCUSSED HEREIN. NOTWITHSTANDING THE FOREGOING, INCLUSION OF INFORMATION IN THESE SCHEDULES SHALL NOT BE CONSTRUED AS AN ADMISSION THAT SUCH INFORMATION IS MATERIAL TO THE BUSINESS, ASSETS, LIABILITIES, FINANCIAL CONDITION, RESULTS OF OPERATIONS OR PROSPECTS OF THE COMPANY, OR OTHERWISE MATERIAL, OR THAT SUCH INFORMATION IS REQUIRED TO BE INCLUDED IN THESE SCHEDULES, AND INCLUSION OF INFORMATION IN CONNECTION WITH DISCLOSURE OF MATTERS THAT ARE NOT IN THE ORDINARY COURSE OF BUSINESS SHALL NOT BE CONSTRUED AS AN ADMISSION THAT THE INCLUDED ITEMS OR ACTIONS ARE NOT IN THE ORDINARY COURSE OF BUSINESS. MATTERS REFLECTED IN THESE SCHEDULES ARE NOT NECESSARILY LIMITED TO MATTERS REQUIRED BY THE AGREEMENT TO BE REFLECTED IN THESE SCHEDULES. ANY MATTER DISCLOSED IN ONE SECTION OF THESE SCHEDULES SHALL BE DEEMED DISCLOSED FOR ALL PURPOSES ON ALL OTHER SECTIONS TO THE EXTENT IT IS REASONABLY APPARENT FROM THE WORDING OF SUCH EXCEPTION OR DISCLOSURE THAT SUCH EXCEPTION OR DISCLOSURE QUALIFIES SUCH REPRESENTATION AND WARRANTY. THE SECTION HEADINGS OF THESE SCHEDULES ARE INSERTED FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CREATE A DIFFERENT STANDARD FOR DISCLOSURE THAN CONTEMPLATED BY THIS LETTER AND THE AGREEMENT. THE SCHEDULES AND THE INFORMATION AND DISCLOSURES CONTAINED IN THE SCHEDULES ARE INTENDED ONLY TO QUALIFY AND LIMIT THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT AND SHALL NOT BE DEEMED TO EXPAND IN ANY WAY THE SCOPE OR EFFECT OF ANY SUCH REPRESENTATIONS AND WARRANTIES NOR TO IMPLY THE EXISTENCE OF ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING NOT EXPRESSLY GIVEN IN THE AGREEMENT. NO DISCLOSURE IN THE SCHEDULES RELATING TO ANY POSSIBLE BREACH OR VIOLATION OF ANY CONTRACT, LAW, PERMIT, ORDER OR OTHER RIGHT OR OBLIGATION SHALL BE CONSTRUED AS AN ADMISSION OR INDICATION THAT ANY SUCH BREACH OR VIOLATION EXISTS OR HAS ACTUALLY OCCURRED. CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT. SECTION 10.7 OF THE AGREEMENT IS INCORPORATED HEREIN BY REFERENCE.

TABLE OF SCHEDULES

Schedule 1.1 Permitted Liens

Debtor	Secured Party	Collateral	Original and Related Filings
Atlantic Broadband Holdings I, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1314188 Filing Date: April 4, 2012
Atlantic Broadband Holdings I, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1314204 Filing Date: April 4, 2012
Atlantic Broadband Finance, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313818 Filing Date: April 4, 2012
Atlantic Broadband Finance, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313842 Filing Date: April 4, 2012
Atlantic Broadband Management, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313669 Filing Date: April 4, 2012
Atlantic Broadband Management, LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313719 Filing Date: April 4, 2012
Atlantic Broadband (Miami), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313917 Filing Date: April 4, 2012
Atlantic Broadband (Miami), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313925 Filing Date: April 4, 2012
Atlantic Broadband (Miami II), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313875 Filing Date: April 4, 2012

Debtor	Secured Party	Collateral	Original and Related Filings
Atlantic Broadband (Miami II), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313891 Filing Date: April 4, 2012
Atlantic Broadband (Delmar), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313727 Filing Date: April 4, 2012
Atlantic Broadband (Delmar), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313768 Filing Date: April 4, 2012
Atlantic Broadband (Penn), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313941 Filing Date: April 4, 2012
Atlantic Broadband (Penn), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313966 Filing Date: April 4, 2012
Atlantic Broadband (SC), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1314089 Filing Date: April 4, 2012
Atlantic Broadband (SC), LLC; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1314113 Filing Date: April 4, 2012
Atlantic Broadband Finance, Inc.; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the First Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1313982 Filing Date: April 4, 2012
Atlantic Broadband Finance, Inc.; 1 Batterymarch Park, Suite 405, Quincy, MA 02169	Credit Suisse AG, as Administrative Agent under the Second Lien Credit Agreement; 11 Madison Avenue, New York, NY 10010	All assets	UCC-1 Financing Statement Filing #: 2012 1314055 Filing Date: April 4, 2012

Schedule 3.2(b) Capitalization of the Group Companies

Issuer	Jurisdiction of Formation or Organization	Owner	Percentage of Outstanding Equity Securities Owned
Atlantic Broadband Holdings II, LLC	Delaware	Atlantic Broadband (Management) Holdings, Inc.	3.5964%
		Atlantic Broadband (Miami) Holdings, Inc.	21.0789%
		Atlantic Broadband (Delmar) Holdings, Inc.	9.0909%
		Atlantic Broadband (Penn) Holdings, Inc.	66.1339%
		Atlantic Broadband (SC) Holdings, Inc.	0.0999%
Atlantic Broadband Holdings I, LLC	Delaware	Atlantic Broadband Holdings II, LLC	100%
Atlantic Broadband Holdings, Inc.	Delaware	Atlantic Broadband Holdings I, LLC	100%
Atlantic Broadband Finance, LLC	Delaware	Atlantic Broadband Holdings I, LLC	100%
Atlantic Broadband Management, LLC	Delaware	Atlantic Broadband Finance, LLC	100%
Atlantic Broadband (Miami), LLC	Delaware	Atlantic Broadband Finance, LLC	100%
Atlantic Broadband (Miami II), LLC	Delaware	Atlantic Broadband Finance, LLC	100%

Issuer	Jurisdiction of Formation or Organization	Owner	Percentage of Outstanding Equity Securities Owned
Atlantic Broadband (Delmar), LLC	Delaware	Atlantic Broadband Finance, LLC	100%
Atlantic Broadband (Penn), LLC	Delaware	Atlantic Broadband Finance, LLC	100%
Atlantic Broadband (SC), LLC	Delaware	Atlantic Broadband Finance, LLC	100%
Atlantic Broadband Finance, Inc.	Delaware	Atlantic Broadband Finance, LLC	100%

Options

[Information not included for confidentiality reasons]

Schedule 3.5(a) Financial Statements

[Schedule 3.5(a) is not included. Required financial statements will be filed at the time of filing of a Business Acquisition Report]

Schedule 3.5(b) Financial Statements

None.

Schedule 3.6(a) Consents and Requisite Governmental Approvals; No Violations

[Schedule 3.6(a) is not included for confidentiality reasons]

Schedule 3.6(b) Consents and Requisite Governmental Approvals; No Violations

[Schedule 3.6(b) is not included for confidentiality reasons]

Schedule 3.7 Permits

[Schedule 3.7 is not included for confidentiality reasons]

Schedule 3.8 Communications Matters

[Schedule 3.8 is not included for confidentiality reasons]

Schedule 3.9(a) Material Contracts

(i)

[Information not included for confidentiality reasons]

(ii)

None.

(iii)

[Information not included for confidentiality reasons]

(iv)

[Information not included for confidentiality reasons]

(v)

None.

(vi)

None.

(vii)

[Information not included for confidentiality reasons]

(viii)

[Information not included for confidentiality reasons]

(ix)

None.

(x)

1. Collective Bargaining Agreement between Atlantic Broadband, Altoona, Pennsylvania and Communications Workers of America, AFL-CIO, District 13, Local 13000, effective January 1, 2011 through February 28, 2014.

2. Collective Bargaining Agreement between Atlantic Broadband, Warren and Bradford, Pennsylvania and International Brotherhood of Electrical Workers, Local Union No. 385, effective December 26, 2010 through February 28, 2014.

3. Collective Bargaining Agreement between Atlantic Broadband, Clearfield, Pennsylvania and Local Union No. 385, International Brotherhood of Electrical Workers, AFL-CIO, effective December 26, 2010 through April 30, 2014.

4. Collective Bargaining Agreement between Atlantic Broadband, Johnstown, Pennsylvania and International Brotherhood of Electrical Workers, Local Union No. 1635, effective December 26, 2010 through January 31, 2014.

5. Agreement between Atlantic Broadband, Uniontown, Pennsylvania and Local Union No. 385, I.B.E.W., effective December 26, 2010 through January 15, 2014.

(xi)

None.

(xii)

None.

(xiii)

None.

(xiv)

None.

(xv)

[Information not included for confidentiality reasons]

(xvi)

[Information not included for confidentiality reasons]

(xvii)

None.

(xviii)

1. First Lien Credit Agreement dated as of April 4, 2012, among Atlantic Broadband Holdings I, LLC, Atlantic Broadband Finance, LLC, the lenders from time to time party thereto and Credit Suisse AG.

2. Second Lien Credit Agreement dated as of April 4, 2012, among Atlantic Broadband Holdings I, LLC, Atlantic Broadband Finance, LLC, the lenders from time to time party thereto and Credit Suisse AG.

3. Interest Rate Cap entered into between Atlantic Broadband Finance, LLC and Sovereign Bank on February 25, 2011, as confirmed by a letter agreement, dated February 28, 2011.

4. Interest Rate Cap entered into between Atlantic Broadband Finance, LLC and Credit Agricole Corporate and Investment Bank on February 24, 2011, as confirmed by a letter agreement, dated February 28, 2011.

5. Interest Rate Cap entered into between Atlantic Broadband Finance, LLC and Suntrust Bank on February 24, 2011, as confirmed by a letter agreement, dated February 25, 2011.

6. Interest Rate Cap entered into between Atlantic Broadband Finance, LLC and Credit Suisse International on February 24, 2011, as confirmed by a letter agreement, dated February 25, 2011.

Schedule 3.9(b) Material Contracts

None.

Schedule 3.10(a) Absence of Changes

(i)

None.

(ii)

None.

(iii)

1. Credit Facilities.

2. April 4, 2012 dividend to Seller associated with the Credit Facilities.

3. Letter Agreement re Position Elimination and Extended Employment dated April 23, 2012 between Atlantic Broadband and Bob Peznola.

4. Asset Purchase Agreement dated as of February 29, 2012, by and among Atlantic Broadband Finance, LLC, a Delaware limited liability company, and Mapleton Community TV Antenna Corporation, a Pennsylvania non-profit corporation.

5. [redacted]

6. [redacted]

Information not included for confidentiality reasons

Schedule 3.11 Litigation

1. Hiles vs. Atlantic Broadband (No. 2:12-CV-00378-LPL); filed on March 1, 2012, in the US District Court for the Western District of Pennsylvania [redacted]

Information not included for confidentiality reasons

2. Gary Myer v. Penelec (No. GD08-00-4935); filed June 6, 2008, in the Pennsylvania Court of Common Pleas, Allegheny County. [redacted]

Schedule 3.12 Compliance with Applicable Law

None.

Schedule 3.13(a) Employee Benefit Plans

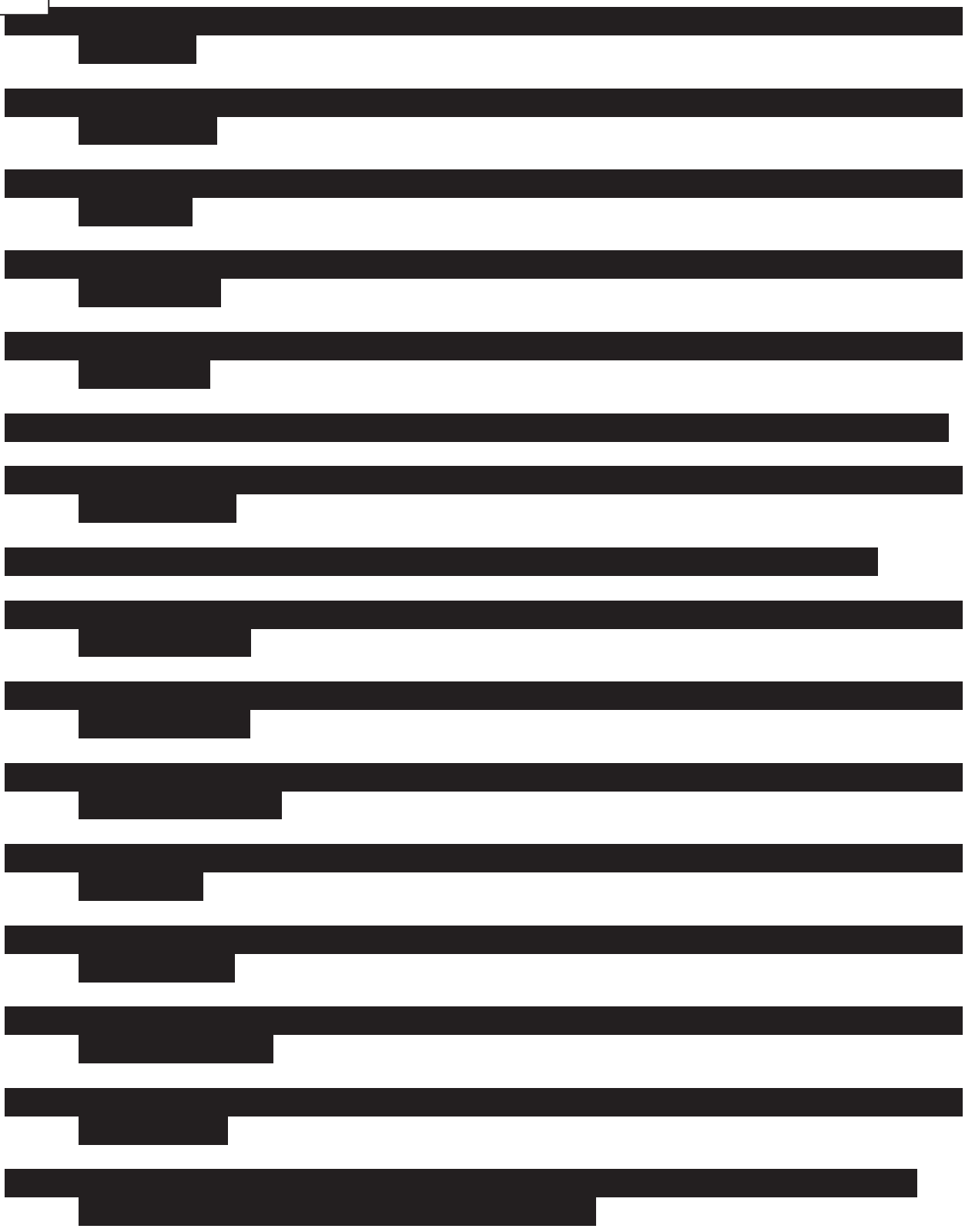
1. Atlantic Broadband 401(k) Plan.
2. Medical.
3. Dental.
4. Life and Accidental Death & Dismemberment.
5. Short-term Disability.
6. Long-Term Disability.
7. Compensation Policy and Practices.
8. Commercial Account Executive Commissions.
9. Miami DSR Commissions.
10. Customer Care/Customer Service Commissions.
11. Direct Sales Commissions.
12. Management Bonus Plan.
13. Severance Guidelines.
14. Paid-Time Off.
15. Employee Assistance Program.
16. The benefit plans, policies, and arrangements contained in the collective bargaining agreements listed under Schedule 3.9(a)(ix).
17. The benefit plans, policies, and arrangements contained in the Atlantic Broadband Employee Handbook.
18. Tuition Reimbursement Policy.
19. NCTI Policy.

[redacted]

[redacted]

Information not included for confidentiality reasons

Information not included for confidentiality reasons



38. Retention/Sale Bonus Agreements, pursuant to which bonuses will be paid to certain ABB employees at Closing. Such bonuses will be treated as Seller Expenses.

Schedule 3.13(b) Employee Benefit Plans

1. Pursuant to its severance guidelines, the Company subsidizes COBRA coverage post-termination for severed employees.

2. The Employment Agreements listed on Schedule 3.13(a) are hereby incorporated by reference.

Schedule 3.13(c) Employee Benefit Plans

None.

Schedule 3.13(g) Employee Benefit Plans

Retention/Sale Bonus Agreements, pursuant to which bonuses will be paid to certain ABB employees at Closing. Such bonuses will be treated as Seller Expenses.

Schedule 3.14 Environmental Matters

[Information not included for confidentiality reasons]

Schedule 3.15 Intellectual Property

None.

Schedule 3.15-2 Intellectual Property

Patents

Issued:

None.

Applications:

None.

Trademarks

Registrations:

Trademark	Jurisdiction	Status	Reg. No./Date	Owner
ATLANTIC BROADBAND AND DESIGN	U.S. Federal	REGISTERED	2997268 20-SEP-2005	ATLANTIC BROADBAND FINANCE, LLC
ATLANTIC BROADBAND	U.S. Federal	REGISTERED	2997251 20-SEP-2005	ATLANTIC BROADBAND FINANCE, LLC

Applications:

None.

Copyrights

Registrations:

None.

Applications:

None.

Domain Names

Domain Name	Registrant
atlanticbb.com	Atlantic Broadband Finance LLC
atlanticbb.net	Atlantic Broadband Finance LLC
atlanticbbn.com	Atlantic Broadband
atlanticbbn.net	Atlantic Broadband
atlanticbbn.org	Mohan Rao Atlantic Broadband
gforcecable.com	Atlantic Broadband

Schedule 3.15-4 Intellectual Property

None.

Schedule 3.16 Labor Matters

The Collective Bargaining Agreements listed on Schedule 3.9(a)(x) are hereby incorporated by reference.

Schedule 3.17 Insurance

[Information not included for confidentiality reasons]

Schedule 3.18 Tax Matters

[Information not included for confidentiality reasons]

Schedule 3.20(a) Real Property

(i)

No.	Street Address	City	State
FLORIDA			
1.	Miami Isle Normandy	Miami Beach	FL
2.	1681 N Bay Causeway	North Bay Village	FL
MARYLAND			
3.	201 S. Mechanic Street	Cumberland	MD
4.	212 S. Mechanic Street	Cumberland	MD
5.	12505 Moore's Hollow Road	Cumberland	MD
6.	330 Drummer Drive	Grasonville	MD
7.	Dan's Rock (Mountain) Road	Frostburg	MD
NEW YORK			
8.	572 Parkside Drive	Carrolltown	NY
9.	State Park Avenue	Salamanca	NY
PENNSYLVANIA			
10.	Beale Avenue and 22nd Street (2200 and adjacent parking lots)	Altoona	PA
11.	2 Fernwood Dr.	Bradford	PA
12.	Play Ford Avenue	Brownsville	PA
13.	Good St. & Mapes Ave.	Clearfield	PA
14.	114 5th Street A	Conemaugh	PA
15.	232 Old Rd. 220 South	Duncansville	PA
16.	120 Southmont Blvd.	Johnstown	PA
17.	393 Wertz Road	Johnstown	PA
18.	200 Ebensburg Road	Johnstown	PA

19.	690 Dishong Road	Johnstown	PA
20.	1 Stoney Acres Road	Mifflinburg	PA
21.	Old Pittsburg Road	Uniontown	PA
22.	103 Oak St Vestaburg	Vestaburg	PA
23.	Route 350	Warriors Mark	PA
SOUTH CAROLINA			
24.	3060 Cablevision Road	Aiken	SC
25.	520 E. Pine Log Road	Aiken	SC
26.	R520 E. Pine Log Road	Aiken	SC
27.	U.S. Highway 278	Allendale	SC
28.	1706 Patterson Street	Barnwell	SC
29.	State Road S-5-120	Denmark	SC
30.	One Mile South West of New Ellenton	New Ellington	SC
31.	Highway 37	Williston	SC
WEST VIRGINIA			
32.	1 Cacapon State Park	Cacapon	WV
33.	Corner 7th & Fairfax	Davis	WV
34.	320 Main Avenue	Grant Town	WV
35.	26285 Veterans Memorial Highway (formally known as Route 7 East Caldwell Mountain)	Kingwood	WV
36.	1278 South Fork Road	Moorefield	WV

(ii)

No.	Location	City	State
FLORIDA			
1.	Isle of Normandy, Miami View (Miami Beach Headend)	Miami Beach	FL

MARYLAND			
2.	Queen Anne's County on Route 50 just North of Chesapeake College (124 Forman Landing - Wye Mills)	Queenstown	MD
PENNSYLVANIA			
3.	Warren County, approximately 2 1/2 miles East from Warren, Pennsylvania	Glade Township	PA
4.	Top of Brumbaugh Mountain, Bedford County, lying slightly east of the crest of Dunnings Mountain (New Enterprise Headend)	South Woodbury Township	PA
5.	Clarion County (Shippenville Headend)	Paint Township	PA
6.	45 Wagner Street	McAlvey's Fort	PA
7.	Address not specified	Three Springs	PA
WEST VIRGINIA			
8.	Address not provided in lease documents	Grant Town	WV
9.	Reno District, Preston County, near the No. 4 Road	Tunnelton	WV

Schedule 3.20(b) Personal Property

None.

Schedule 3.21 Transactions with Affiliates

[Information not included for confidentiality reasons]

Schedule 3.22(a) Subscribers; System Information

1. Subscriber Accounting Policy

[Information not included for confidentiality reasons]

2. EBU Accounting Policy

[Information not included for confidentiality reasons]

Schedule 3.22(b) Subscribers; System Information

[Information not included for confidentiality reasons]

Schedule 3.22(c) Subscribers; System Information

The cable systems set forth on Schedule 3.22(b) are hereby incorporated by reference.

Schedule 4.2 Consents and Approvals; No Violations

None.

Schedule 6.1 Conduct of Business of the Group Companies

1. Consistent with past practice, the Companies may make cash distributions to the Seller as necessary to enable the Seller to pay the Seller's Expenses (e.g., legal, accounting, taxes and filing fees).

Schedule 7.1(a) FCC Approvals

The FCC shall have granted its consent to transfer of control to Buyer for the Licensee of each of the following licenses.

Call Sign	Service	Owner	Current Status / Expiration Date
KLC511	IG	Atlantic Broadband (Delmar), LLC	1/5/13
KGH588	IG	Atlantic Broadband (Delmar), LLC	1/12/13
KA75780	IG	Atlantic Broadband (Penn), LLC	2/23/13
KQX32*	CF	Atlantic Broadband (Penn), LLC	2/1/21
WYS938	IG	Atlantic Broadband (Penn), LLC	12/11/21
WPRJ753	IG	Atlantic Broadband (Penn), LLC	10/17/15
KLJ582	IG	Atlantic Broadband (Penn), LLC	2/10/22
WNAX936	IG	Atlantic Broadband (Penn), LLC	11/21/14
KGU385	IG	Atlantic Broadband (Penn), LLC	11/14/15
WNYN730	IG	Atlantic Broadband (Penn), LLC	2/21/22
KNFZ438	IG	Atlantic Broadband (Penn), LLC	6/4/22
KNAH641	IG	Atlantic Broadband (SC), LLC	12/3/12

* Subject to the conditions set forth in Schedule 7.2(e).

Schedule 7.2(e) Other Conditions to the Obligations of Buyer

[Information not included for confidentiality reasons]

BUYER'S SCHEDULES TO STOCK PURCHASE AGREEMENT

BY AND AMONG

ATLANTIC BROADBAND (MANAGEMENT) HOLDINGS, INC.,

ATLANTIC BROADBAND (MIAMI) HOLDINGS, INC.,

ATLANTIC BROADBAND (DELMAR) HOLDINGS, INC.,

ATLANTIC BROADBAND (PENN) HOLDINGS, INC.,

ATLANTIC BROADBAND (SC) HOLDINGS, INC.,

ATLANTIC BROADBAND GROUP, LLC,

AND

- **COGECO CABLE INC.**

DATED AS OF JULY 18, 2012

THE INFORMATION PROVIDED IN THESE SCHEDULES IS BEING PROVIDED SOLELY FOR THE PURPOSE OF MAKING THE DISCLOSURES TO SELLER AND THE COMPANIES UNDER THE AGREEMENT. IN DISCLOSING THIS INFORMATION, BUYER EXPRESSLY DOES NOT WAIVE ANY ATTORNEY-CLIENT PRIVILEGE ASSOCIATED WITH SUCH INFORMATION OR ANY PROTECTION AFFORDED BY THE WORK-PRODUCT DOCTRINE WITH RESPECT TO ANY OF THE MATTERS DISCLOSED OR DISCUSSED HEREIN. NOTWITHSTANDING THE FOREGOING, INCLUSION OF INFORMATION IN THESE SCHEDULES SHALL NOT BE CONSTRUED AS AN ADMISSION THAT SUCH INFORMATION IS MATERIAL TO THE BUSINESS, ASSETS, LIABILITIES, FINANCIAL CONDITION, RESULTS OF OPERATIONS OR PROSPECTS OF BUYER, OR OTHERWISE MATERIAL, OR THAT SUCH INFORMATION IS REQUIRED TO BE INCLUDED IN THESE SCHEDULES, AND INCLUSION OF INFORMATION IN CONNECTION WITH DISCLOSURE OF MATTERS THAT ARE NOT IN THE ORDINARY COURSE OF BUSINESS SHALL NOT BE CONSTRUED AS AN ADMISSION THAT THE INCLUDED ITEMS OR ACTIONS ARE NOT IN THE ORDINARY COURSE OF BUSINESS. MATTERS REFLECTED IN THESE SCHEDULES ARE NOT NECESSARILY LIMITED TO MATTERS REQUIRED BY THE AGREEMENT TO BE REFLECTED IN THESE SCHEDULES. ANY MATTER DISCLOSED IN ONE SECTION OF THESE SCHEDULES SHALL BE DEEMED DISCLOSED FOR ALL PURPOSES ON ALL OTHER SECTIONS TO THE EXTENT IT IS REASONABLY APPARENT FROM THE WORDING OF SUCH EXCEPTION OR DISCLOSURE THAT SUCH EXCEPTION OR DISCLOSURE QUALIFIES SUCH REPRESENTATION AND WARRANTY. THE SECTION HEADINGS OF THESE SCHEDULES ARE INSERTED FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CREATE A DIFFERENT STANDARD FOR DISCLOSURE THAN CONTEMPLATED BY THIS LETTER AND THE AGREEMENT. THE SCHEDULES AND THE INFORMATION AND DISCLOSURES CONTAINED IN THE SCHEDULES ARE INTENDED ONLY TO QUALIFY AND LIMIT THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT AND SHALL NOT BE DEEMED TO EXPAND IN ANY WAY THE SCOPE OR EFFECT OF ANY SUCH REPRESENTATIONS AND WARRANTIES NOR TO IMPLY THE EXISTENCE OF ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING NOT EXPRESSLY GIVEN IN THE AGREEMENT. NO DISCLOSURE IN THE SCHEDULES RELATING TO ANY POSSIBLE BREACH OR VIOLATION OF ANY CONTRACT, LAW, PERMIT, ORDER OR OTHER RIGHT OR OBLIGATION SHALL BE CONSTRUED AS AN ADMISSION OR INDICATION THAT ANY SUCH BREACH OR VIOLATION EXISTS OR HAS ACTUALLY OCCURRED. CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT. SECTION 10.7 OF THE AGREEMENT IS INCORPORATED HEREIN BY REFERENCE.

TABLE OF SCHEDULES

Schedule 5.3 Buyer Consents and Approvals; No Violations

Buyer will need to obtain a declaratory ruling from the FCC that it would not serve the public interest to prohibit the indirect foreign ownership by Buyer of Common Carrier Fixed Point to Point Microwave Station KQX32 in excess of the 25 percent benchmark of Section 310(b)(4) of the Communications Act.

Buyer's acquisition of the Companies may be subject to review and approval by the Committee on Foreign Investment in the United States. (CFIUS operates pursuant to section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment and National Security Act of 2007 (FINSA) (section 721) and as implemented by Executive Order 11858, as amended, and regulations at 31 C.F.R. Part 800.)