CURRENT REPORT

of

CEQUEL COMMUNICATIONS HOLDINGS I, LLC

November 20, 2012

Pursuant to (i) Section 4.14(a) of the indenture, dated as of November 4, 2009 (the "2009 Indenture"), by and among Cequel Communications Holdings I, LLC, a Delaware limited liability company ("Cequel"), Cequel Capital Corporation, a Delaware corporation ("Cequel Capital", and together with Cequel, the "Issuers"), and U.S. Bank National Association, as trustee (the "Trustee"), as amended, relating to the Issuers' 8.625% Senior Notes due 2017 (the "2017 Notes") and (ii) Section 4.12(a) of the indenture, dated as of October 25, 2012 (the "2012 Indenture"), by and among Cequel Communications Escrow I, LLC, a Delaware limited liability company ("Escrow LLC"), Cequel Communications Escrow Capital Corporation, a Delaware corporation and wholly-owned subsidiary of Escrow LLC ("Escrow Corporation", and together with Escrow LLC, the "Escrow Issuers"), and the Trustee, relating to the Escrow Issuers' 6.375% Senior Notes due 2020 (the "2020 Notes", and together with the 2017 Notes, the "Notes"), Cequel is furnishing the information contained herein to holders of the Notes.

Acquisition

On November 15, 2012, Cequel Corporation (f/k/a Nespresso Acquisition Corporation) ("CC") acquired all of the outstanding common equity interests in Cequel Communications Holdings, LLC ("Cequel Holdings"), Cequel's parent, pursuant to the Purchase and Sale Agreement, dated as of July 18, 2012 (the "SPA"), by and among Cequel Holdings, CC, the sellers named therein and Cequel III, LLC ("Cequel III"), in its capacity as manager of Cequel Holdings (such transaction, the "Acquisition"), and all other equity interests in Cequel Holdings (including preferred equity interests), and rights to purchase equity interests in Cequel Holdings, were retired, redeemed or otherwise terminated. As of the date hereof, (i) CC is owned by limited partnerships affiliated with each of BC Partners Limited ("BC Partners"), Canada Pension Plan Investment Board ("CPPIB"), Jerald L. Kent, Mary E. Meduski and Thomas P. McMillin and (ii) CC beneficially owns 100% of the voting stock of Cequel. The total purchase price for the Acquisition was approximately $2.485 billion, comprised of an aggregate of (i) approximately $1.92 billion of cash equity contributions by limited partnerships affiliated with BC Partners and CPPIB, (ii) a $65.1 million contribution by a limited partnership affiliated with Jerald L. Kent, Thomas P. McMillin and Mary E. Meduski, consisting of approximately $53.1 million of cash equity contributions and an approximate $12 million contribution of all of the capital stock of Excell Communications, Inc. ("Excell"), and (iii) the remainder from subsidiaries of Cequel Holdings, funded from the net proceeds of the offering of the 2020 Notes by the Escrow Issuers on October 25, 2012 and cash on hand.

Excell is a tower services business which will be contributed by CC to Cequel Communications, LLC ("Suddenlink") and, following such contribution, will become Suddenlink's subsidiary.

2020 Notes and Related Transactions

On November 15, 2012, in connection with the consummation of the Acquisition, (i) Escrow LLC merged with and into Cequel and Escrow Corporation merged with and into Cequel Capital, which mergers resulted in the surviving entities assuming each respective Escrow Issuer's obligations under the 2012 Indenture and the 2020 Notes, (ii) the proceeds from the sale of the 2020 Notes and other amounts deposited into the escrow account established pursuant to the Escrow and Security Agreement, dated as of October 25, 2012 (the "Escrow Agreement"), by and among the Escrow Issuers, Cequel and the Trustee, as escrow agent, were released to Cequel and (iii) following such release, the Escrow Agreement was terminated. Upon the release of the funds from the escrow account, Cequel used the net proceeds from the sale of the 2020 Notes and $24.0 million of cash on hand to make a distribution to Cequel Holdings, which used such distribution to fund the $500 million portion of the purchase price required to be paid by Cequel Holdings under the SPA, to fund the remaining cash required in connection with the Acquisition resulting from the contribution of the capital stock of Excell in lieu of cash and to pay Cequel Holdings' estimated fees and expenses relating to the Acquisition.

Entry into Second Amended and Restated Management Agreement

On November 15, 2012, in connection with the consummation of the Acquisition, Cequel Holdings and Cequel III entered into the Second Amended and Restated Cequel Communications Management Agreement (the "Management Agreement"), which amended and restated the Amended and Restated Management Agreement dated February 14, 2012 to modify the termination provisions thereof. Pursuant to the Management Agreement, Cequel III will continue to provide the services of Jerald L. Kent, our Chief Executive Officer, and certain members of our senior corporate management. The Management Agreement continues to require Cequel Holdings to pay Cequel III the following fees:

- an annual management fee, which increases annually by 5% on a compounded basis, payable quarterly in arrears, which management fee was approximately $6.8 million for the annual management term ended in May 2012 and is currently approximately $7.1 million for the annual management term ending in May 2013; and

- for so long as the Master Network Access and Service Agreement between Broadwing Communications, LLC and Cequel III, dated as of November 20, 2003, as amended by that certain Modification of Sales Agency and Master Access Agreement entered into as of September 28, 2004 by the same parties, and Cequel III saves Cequel Holdings at least $3 million per year as compared to the cost of obtaining the same services from the least expensive available third party provider, a deferred management fee of $3 million per year.

Additionally, if Cequel Holdings performs well, a discretionary bonus incentive fee in an amount determined by the board of directors or the compensation committee of Cequel Holdings may be paid to Cequel III each year.

The Management Agreement will be terminated, among other circumstances, (i) upon the sale of all or substantially all of the assets of Cequel Holdings and its subsidiaries and certain change of control events with respect to Cequel Holdings, in each case, upon a written election of termination by either Cequel Holdings or Cequel III to the other party, (ii) automatically upon the dissolution of Cequel Holdings and any other direct or indirect wholly-owned subsidiaries of Cequel Holdings or (iii) automatically upon the occurrence and/or continuance of certain bankruptcy proceedings. The Management Agreement may be terminated under other circumstances, including if Jerald L. Kent ceases to be the Chief Executive Officer, for cause by Cequel Holdings and for good reason by Cequel III. The foregoing description of the Management Agreement is qualified in its entirety by reference to the full text of the Management Agreement, which is attached hereto as Exhibit 10.1.

Appointment of New Board Members

On November 15, 2012, in connection with the consummation of the Acquisition, the current board of directors of Cequel was removed in its entirety and replaced with the following nine directors: (i) Jerald L. Kent, as the chairman of the board of directors; (ii) Thomas P. McMillin; (iii) Mary E. Meduski; (iv) Raymond Svider, Justin Bateman, and Fahim Ahmed, each of whom was appointed by BC Partners; (v) Jim Fasano and Erik Levy, each of whom was appointed by CPPIB; and (vi) Aryeh B. Bourkoff, who was jointly appointed by BC Partners and CPPIB and is designated as an independent director. In addition, CPPIB has the right to appoint one additional director and BC Partners and CPPIB have the right to jointly appoint one additional independent director. Biographical information for the new directors of Cequel is listed below:

Jerald L. Kent. Mr. Kent has served as Chairman of the Board ("Chairman") and Chief Executive Officer ("CEO") of Cequel Holdings since May 2006 and Chairman of Cequel since March 2010, and was Chairman and CEO of one of our holding companies prior to May 2006. Mr. Kent was one of the founders of our manager in 2002, and currently serves as President, CEO and a member of the board of directors of our manager. In addition, from 2002 to 2006, Mr. Kent served as Chairman and CEO of AAT Communications Corp ("AAT"). Mr. Kent was a co-founder and managing partner of Charter Communications, Inc. ("Charter Communications") in 1993, and subsequently became President and CEO of Charter Communications, a position he held until 2001. Mr. Kent currently is a member of the board of directors of Cable Television Laboratories, Inc., C-SPAN, the Kenrick/Glennon Seminary, the NCTA, the St. Louis Zoo and The Cable Center. In addition, he serves as Vice Chair of the Board of The Magic House and Chairman of the Regional Justice Information Services. Mr. Kent is the non-executive Chairman of Cequel Sites Holdings, LLC and its current subsidiaries, Excell Communications, Inc. and Network Partners Communications, LLC. In addition, Mr. Kent currently serves as the Chairman of the Executive Committee and the Compensation Committee of Cequel Holdings' Board and is a member of the Audit Committee of Cequel Holdings' Board. Following consummation of the transactions, Mr. Kent will serve as the chairman of the board of directors of Cequel Corporation.

Thomas P. McMillin. Mr. McMillin joined Suddenlink in February 2006 as Executive Vice President and Chief Financial Officer ("CFO"), bringing 19 years of experience in the cable and telecommunications industry. In July 2006 he assumed his current responsibilities as Chief Operating Officer ("COO") overseeing all Suddenlink business operations serving more than 1.4

million residential and business customers in 18 states. He also oversees the company's marketing and sales, customer care, technology, commercial services and media sales functions. In addition to his responsibilities as Suddenlink's Chief Operating Officer, Mr. McMillin is a member of Women in Cable Telecommunications ("WICT"), the Society of Cable Telecommunications Engineers ("SCTE"), the Cable & Telecommunications Association for Marketing ("CTAM") and serves as a member of the Board of Directors of the CTAM Education Foundation. Prior to joining Suddenlink, Mr. McMillin was CFO for First Broadcasting, a Dallas-based developer and operator of radio broadcast stations. Additionally, Mr. McMillin has been CFO for Clearwire Technologies, Inc., AMFM, Inc., and Marcus Cable; served as the COO for Novo Networks, Inc.; and served in various financial positions for Crown Cable and Cencom Cable. He began his professional career in 1983 with Arthur Andersen & Co. Mr. McMillin holds a Bachelor of Science in Accountancy from the University of Missouri – Columbia.

Mary E. Meduski. With more than 25 years of financial experience in the media and telecommunications industries, Ms. Meduski was named Executive Vice President & CFO for Suddenlink in July 2006, where she is responsible for the company's finance, accounting, treasury, tax, programming and information technology functions. In addition to her responsibilities as Suddenlink's CFO, Ms. Meduski serves as Vice Chair, Chair-Elect, and an Executive Board Member for WICT. Before joining Suddenlink, Ms. Meduski served as Executive Vice President and CFO of AAT. Additionally, Ms. Meduski played a key role in the sale of AAT to SBA Communications in March 2006. Prior to joining AAT, Ms. Meduski was a Managing Director of the Media and Communications Investment Banking Groups of TD Securities and BankBoston Capital. Ms. Meduski holds a Bachelor of Arts degree from Cornell University (where she serves on the President's Council of Cornell Women) and a Masters in Business Administration from Boston University, where she graduated first in her class.

Raymond Svider. Mr. Svider has been Co-Chairman of BC Partners since December 2008 and has been a Managing Partner of BC Partners, since 2003. He joined BC Partners in 1992 in Paris before moving to London in 2000 to lead its investments in the technology and telecommunications industries. Over the years, Mr. Svider has participated in or led a variety of investments including Tubesca, Nutreco, UTL, Neopost, Polyconcept, Neuf Telecom, Unity Media/Tele Columbus, Intelsat S.A. ("Intelsat"), Office Depot Inc. ("Office Depot") and Multiplan Inc. ("Multiplan"). He is currently on the boards of Office Depot, Intelsat, and Multiplan. Prior to joining BC Partners, Mr. Svider worked in investment banking at Wasserstein Perella in New York and Paris, and at the Boston Consulting Group ("BCG") in Chicago. Mr. Svider holds a Master of Business Administration from the University of Chicago and a Master of Science in Engineering from both École Polytechnique and École Nationale Superieure des Telecommunications in France.

Justin Bateman. Mr. Bateman is a Senior Partner at BC Partners. He is based in BC Partners' New York office. He initially joined BC Partners in London in 2000 and then left to attend INSEAD in 2002, re-joining BC Partners in London in 2003 and relocating to New York in 2008. Prior to BC Partners he was at PricewaterhouseCoopers where he spent three years in Transaction Services working on due diligence projects for both financial investors and corporate clients. He has an MBA from INSEAD, a degree in Economics from Cambridge University and is an Associate Chartered Accountant (ACA). He has or has had involvement in the following portfolio companies of BC Partners: MultiPlan, Office Depot, Intelsat, Regency,

BDR Thermea and General Healthcare Group. Mr. Bateman is a director of Office Depot, Intelsat and Multiplan.

Fahim Ahmed. Mr. Ahmed is a Partner of BC Partners based in its New York office. He initially joined BC Partners' London office in 2006 from BCG, where he spent four years in New York, Washington D.C., and London. Over the years, he has participated in a number of investments of BC Partners, including Intelsat, Office Depot, Dometic and Foxtons. He has an undergraduate degree from Harvard College and a graduate degree in economics from the University of Oxford, where he was a Rhodes Scholar.

Jim Fasano. Mr. Fasano is responsible for CPPIB's direct investments in private equity. He joined CPPIB in 2004 and has been a member of its Principal Investing group since its inception. Prior to joining CPPIB in 2004, he worked in the Investment Banking group at Merrill Lynch & Co., focusing on companies in the media and telecommunications sectors. Previously, he was a member of the Mergers & Acquisitions group at RBC Capital Markets and a Commissioned Officer in the Canadian Armed Forces. Mr. Fasano holds a Bachelor of Engineering degree from the Royal Military College of Canada and an International Master of Business Administration degree from the University of Chicago Graduate School of Business. Mr. Fasano currently serves on the boards of IMS Health ("IMS"), LHP Hospital Group, NEWAsurion and Kinetic Concepts Inc. ("KCI").

Erik Levy. Mr. Levy is a Senior Principal at CPPIB. Mr. Levy joined CPPIB in 2005 as a founding member of the Principal Investing group and has either led or been involved with several investments including KCI, IMS Health, and Skype. Prior to joining CPPIB, Mr. Levy was a management consultant with Bain & Company in Toronto and Paris. Mr. Levy holds a Master of Business Administration degree from the Rotman School of Management at the University of Toronto and a Bachelor of Science degree in Actuarial Mathematics from Concordia University. Mr. Levy is currently a Director of KCI and a member of CPPIB's Private Debt Investment Committee.

Aryeh B. Bourkoff. Mr. Bourkoff is CEO and Founder of LionTree LLC, a financial services firm providing a broad range of advisory and corporate finance services and investing alongside clients to create enhanced value. Until April 2012, he was Vice Chairman and Americas Head of Investment Banking at UBS Investment Bank ("UBS"). Prior to that, Mr. Bourkoff was Joint Global Head of Technology, Media and Telecom Investment Banking at UBS. Mr. Bourkoff joined UBS in 1999 and held senior roles in equity research, fixed income research and other positions in investment banking through 2010. Before joining UBS, Mr. Bourkoff was a high yield research analyst at CIBC World Markets from 1997 to 1999 and Smith Barney from 1995 to 1997. Mr. Bourkoff graduated with a B.A. in Economics from the University of California, San Diego.

The board of directors of each of CC and Cequel Holdings is identical to the board of directors of Cequel.

Third Amendment to the 2009 Indenture

On November 15, 2012, in connection with the consummation of the Acquisition, the amendments contained in the Third Supplemental Indenture, dated as of August 6, 2012 (the "Third Supplemental Indenture"), by and among Cequel, Cequel Capital and the Trustee became operative. These amendments permit Cequel to make an additional $400 million of restricted payments under the 2009 Indenture to Cequel Holdings from the proceeds of the offering of the 2020 Notes and (ii) reduce the restricted payment basket under the 2009 Indenture by $100 million at each of June 30, 2013 and September 30, 2013. The foregoing description of the Third Supplemental Indenture is qualified in its entirety by reference to the full text of the Third Supplemental Indenture, which is posted to Cequel's website at www.suddenlink.com as Exhibit 4.5.

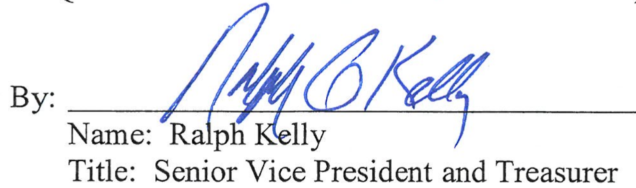
Exhibits

Exhibit Number	Description
10.1	Second Amended and Restated Management Agreement, dated as of November 15, 2012, by and between Cequel Communications Holdings, LLC and Cequel III, LLC

SIGNATURES

Pursuant to the requirements of Section 4.14(a) of the 2009 Indenture and Section 4.12(a) of the 2012 Indenture, Cequel has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CEQUEL COMMUNICATIONS HOLDINGS I, LLC



By: ______________________________

Name: Ralph Kelly

Title: Senior Vice President and Treasurer

Date: November 20, 2012

Exhibit 10.1

EXECUTION VERSION

SECOND AMENDED AND RESTATED CEQUEL COMMUNICATIONS MANAGEMENT AGREEMENT

Dated as of November 15, 2012

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SECOND AMENDED AND RESTATED CEQUEL COMMUNICATIONS

MANAGEMENT AGREEMENT

This Second Amended and Restated Cequel Communications Management Agreement (the "Agreement") is made and entered into as of November 15, 2012 ("Second Amendment Effective Date"), by and among Cequel Communications Holdings, LLC, a Delaware limited liability company (the "Company"), and Cequel III, LLC, a Delaware limited liability company (the "Manager").

BACKGROUND

WHEREAS, the Company and the Manager entered into the Cequel Communications Management Agreement dated May 5, 2006 (such date, the "Original Effective Date" and such Agreement, the "Original Management Agreement") pursuant to which the Manager was retained by the Company to manage the Company and its subsidiaries ("Subsidiaries");

WHEREAS, the Company entered into an Amended and Restated Cequel Communications Management Agreement, dated as of February 14, 2012 (the "First Amendment Effective Date"), to amend the Original Management Agreement (as so amended, the "Prior Management Agreement")

WHEREAS, the Company, on behalf of itself and the Subsidiaries, continues to desire (i) to have access to the benefit of the experience, knowledge, trained personnel and managing services of the Manager (and in particular continue to have the benefit of Mr. Jerald Kent in the role of the Chief Executive Officer of the Company and its Subsidiaries) and (ii) to retain the Manager to manage the Company and the Subsidiaries, and the Manager desires to continue to manage the Company and its Subsidiaries, and to provide such experience, knowledge, trained personnel and managing services of the Manager; and

WHEREAS, the Company and the Manager desire to amend and restate certain terms and provisions of the Prior Management Agreement and to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Effect of this Agreement; Retention of the Manager.

(a) Effect of this Agreement. The Prior Management Agreement is hereby amended and restated as set forth in this Agreement as of the Second Amendment Effective Date. For the purposes of this Agreement, the term

"date hereof" or any words of similar import shall refer to the Original Effective Date (May 5, 2006), and references to any "anniversary hereof" or any words of similar import shall refer to the applicable anniversary of the Original Effective Date. As this Agreement is intended to be an amendment and restatement of the Prior Management Agreement, the parties intend this document to be interpreted to apply from the Original Effective Date, except where there is otherwise an express reference to the First Amendment Effective Date or the Second Amendment Effective Date.

(b) Retention of the Manager. Subject to all of the terms and conditions hereof, the Company hereby appoints and retains the Manager as the exclusive manager of the business, properties (including the real and other property), personnel and activities of the Company and the Subsidiaries, including the management, operation and servicing of the Systems, in all cases subject to the reasonable direction of the Board of Directors of the Company (the "Board"), and the Manager hereby accepts such appointment and retention and agrees to serve the Company and the Subsidiaries in such capacity, pursuant to the terms and conditions set forth in this Agreement.

2. Authority and Duties of the Manager.

(a) Authority. Subject to the terms of the Amended and Restated Limited Liability Company Agreement of the Company dated as of May 5, 2006 (as amended from time to time according to its terms, the "Operating Agreement"), including without limitation Section 4.13 thereof, the Manager shall have, and is hereby delegated, the general authority to make any or all decisions for the Company and the Subsidiaries consistent with the power and authority generally vested in or delegated to the executive officers of a corporation, subject to the reasonable direction of the Board.

(b) Duties. The services to be provided by the Manager shall include overseeing and supervising all aspects of the operations (including, without limitation, corporate, financial, legal, treasury, accounting, sales, marketing, technical, field, human resources, programming, engineering, public relations, management, strategic direction, acquisitions and divestitures) of the Company and the Subsidiaries. In connection with the provision of such services, the Manager shall (i) in all material respects conform to and comply with the lawful and reasonable directions and instructions given to it by the Board and (ii) use its commercially reasonable best efforts to promote and serve the interests of the Company and the Subsidiaries.

(c) The Budget. Commencing in respect of the Fiscal Year beginning January 1, 2007, the Manager shall present a proposed annual budget for the Company (the "Budget") to the Board at a duly convened meeting of the Board held within thirty (30) days following the beginning of each Fiscal Year or as soon thereafter as is practicable. The Board shall, within ten (10) business days of receipt of the proposed Budget, either (i) approve the proposed Budget as submitted or (ii) request that the Manager make reasonable changes specified with appropriate detail by the Board. The Board and the Manager will work in good faith, with a sense of urgency and with all appropriate resources in terms of personnel, time and attention, to agree to a Budget submitted by the Manager and approved by the Board. In the absence of an approved Budget for any Fiscal Year during the term of this Agreement, the approved Budget from the prior Fiscal Year with an 8% increase in EBITDA (as that term was defined or used in the last approved Budget) (the "Interim Budget") shall serve as the then current Budget (with appropriate and consistent changes to the other line items included in the Budget) until such time as a new Budget that is mutually acceptable to the Board and the Manager has been approved. Each Budget shall include (i) a budget for capital expenditures including capital improvements, construction, repairs and upgrades and (ii) an operating budget providing customary line item detail on revenues and operating expenses, consistent with the past practices of the Manager. A Budget shall be deemed an approved Budget only to the extent it has been approved by the Board and the Manager.

3. Covenants.

(a) Compliance With Laws. The Manager covenants with the Company to use its commercially reasonable best efforts to manage and operate the business, properties, operations and activities of the Company and the Subsidiaries and to perform its duties and obligations under this Agreement in compliance, in all material respects, with all applicable laws.

(b) Provision of Chief Executive Officer.

(i) Kent as CEO: As of the date hereof, the Board has appointed Jerald L. Kent ("Kent") to serve as the Chief Executive Officer (the "CEO") of the Company. In such position, Kent shall (i) subject to the proviso following sub-clause (iv) of this clause (b)(i), devote his full business time and attention to the business and affairs of the Company and the Subsidiaries, (ii) in all material respects conform to and comply with the lawful and reasonable directions and instructions given to him by the Board,

(iii) use his commercially reasonable best efforts to promote and serve the interests of the Company and the Subsidiaries and (iv) not engage in any other non-passive business activity; provided, that Kent shall be permitted to serve (w) from and after the First Amendment Effective Date, as an employee, officer, executive, or director of any entities that are part of the Manager's Other Businesses (as defined in clause (b)(ii) below); (x) in non-paid roles in respect of not-for-profit organizations; (y) in non-executive roles on the boards of directors of for-profit organizations, including on the boards of entities that are part of the Manager's New Businesses (as defined in clause (b)(ii) below); and (z) to the extent requested by the Manager after the First Amendment Effective Date, in such other capacity as part of the Manager's New Businesses as approved by the Board in its reasonable discretion, in each case so long as such activities do not interfere with the performance of his duties as the CEO (other than insignificantly). In his role as CEO, Kent shall have the general powers, broad discretionary authority and duties of management usually vested in the chief executive officer of a corporation, subject to the reasonable direction of the Board, including, without limitation, the authority to (A) carry out any and all matters, expenditures, transactions and business operations of the Company and the Subsidiaries including but not limited to those in the approved Budget (or Interim Budget) subject to the direction of the Board, (B) make all hiring, supervision and termination decisions in respect of employees of the Company, except that, with respect to the hiring and termination of the senior management of the Company (including the terms and conditions of any such hiring or termination), such decisions shall be made in consultation with the Board or the Compensation Committee of the Board, (C) determine the compensation and other benefits of employees of the Company and the Subsidiaries, either (x) in full compliance with, and subject to the constraints and limitations contained in, an approved Budget or (y) following consultation with the Board or the Compensation Committee of the Board, and (D) recommend to the Board or the Compensation Committee of the Board the grant of equity interests (including options) and changes to any employee benefit plans of the Company or any of the Subsidiaries (it being understood that any grants of interests (including options) in the equity of the Company to employees of the Company and changes to any employee benefit plan shall be determined by the Board in accordance with the Operating Agreement); provided that the CEO may make non-material changes to employee benefit plans that do not materially increase the costs of such plans. The

Manager understands that, notwithstanding anything to the contrary contained herein, the CEO may be removed with or without cause by the Board in accordance with the terms of the Operating Agreement, subject however to the terms, conditions and consequences as herein and therein set forth. The Board may from time to time request that the Manager, acting through the CEO, terminate an officer of the Company based on its good faith belief that such termination is required in order to discharge the Board's fiduciary duties. If, within a reasonable amount of time thereafter, the CEO fails to terminate such officer (which failure to terminate shall not be a breach of this Agreement), the Board may remove such officer with or without cause if the Board in good faith believes that such action is reasonably required to be taken by the Board to discharge its fiduciary obligations to the Company based on the written advice of legal counsel to the Board. To be clear, for all purposes under this Agreement, any action or inaction of Kent (including a breach of any of his obligations set forth herein) shall be deemed to be the action or inaction of the Manager (and any breach of this Agreement by Kent shall be deemed to be breach of this Agreement by the Manager).

(ii) Manager's Businesses: The Company acknowledges and agrees that: (A) as of the First Amendment Effective Date, the Manager (1) owns, operates, and manages data center buildings and/or provides data center services to third parties and conducts related business activities with respect thereto (the "Data Center Businesses"); and (2) owns, operates, and manages wireless telecommunications towers and conducts related business activities with respect thereto and/or provides construction, management, maintenance and project services in connection with wireless telecommunications towers and conducts related business activities with respect thereto (the "Tower Businesses"); (B) subject to Section 3(d)(i), the Manager may in the future own, operate, and manage such other entities and conduct such other related business activities as it may choose in connection with the Data Center Businesses or the Tower Businesses; (C) as of the First Amendment Effective Date, the Manager is in the process of exploring opportunities in the fiber optic telecommunication business and subject to Section 3(d)(i), may in the future own, operate, and manage entities with fiber optic telecommunications networks and conduct related business activities with respect thereto as it may choose (the activities described in (A), (B), and (C) collectively the "Manager's Other Businesses"); and (D) subject to Section 3(d)(i), the Manager may in the future own,

operate, and manage such other entities and conduct such other business as it may choose in addition to the Manager's Other Businesses ("Manager's New Businesses").

(c) Related Party Transactions. The Manager shall not, and shall not cause the Company or any Subsidiary to, engage in any transaction or enter into any agreement between the Company and any of the Subsidiaries, on the one hand, and the Manager or any affiliate of the Manager or any employee thereof, on the other hand, other than this Agreement, unless the Board shall have consented thereto.

(d) Business of the Manager. The Manager and the Company hereby agree from the date hereof until the termination of this Agreement:

(i) Subject to clause (ii) below, the Manager and Kent and their respective affiliates will not (A) manage or operate any Cable Provider other than the Company and the Subsidiaries or (B) acquire any options, warrants, debt or equity securities or any other security convertible into equity securities or any assets of any Cable Provider except the Company or any Subsidiary. The term "Cable Provider" shall mean (i) any Person owning or operating any cable television system and any related telephony, data or other related services businesses, or (ii) any Person owning or operating any voice, video or data service or other related services businesses operating in the franchise area in which the Company and the Subsidiaries currently operate or have a current intention to commence operations (when considered at the time the management, operation or acquisition actually commenced or was acquired); provided, however, that for purposes of this Agreement, no Person shall be deemed a "Cable Provider" solely by reason of such Person's (x) ownership, operation, or management of any data center building or providing data center services to third parties; (y) ownership, operation, or management of any wireless telecommunications towers, or provision of construction, management, maintenance or project services in connection with wireless telecommunications towers; or (z) ownership, operation, or management of any fiber optic telecommunications networks.

(ii) The prohibition in clause (i) above shall not apply to passive investments made in public or private companies. Also, such prohibition shall not apply to the acquisition of options, warrants, debt or equity securities or convertible securities with respect to one or more Cable Providers operating cable television systems with less than 30,000 subscribers in the aggregate; provided that, in

such case, the Manager shall enter into an arms-length management agreement with the Company or a Subsidiary, as appropriate, pursuant to which the Company or such Subsidiary will provide assistance in the operations of such Cable Provider or Cable Providers and the Company or such Subsidiary will be reimbursed for the cost of providing such services.

(iii) To the extent the Manager is engaged in Manager's Other Businesses or Manager's New Businesses, or pursues other opportunities not prohibited by Section 3(d)(i), (a) in no event shall there be any material reduction in the services provided by the Manager (as a result of the Manager being unable to devote sufficient resources to the Company and the Subsidiaries due to such activities), if such diminution in services results in materially increased expenses to the Company and the Subsidiaries relating to the provision of such services, and (b) to the extent any such other opportunity relates to (1) any video opportunity outside the franchise area in which the Company and the Subsidiaries operate or have a current intention to commence operations at such time or (2) any fiber optics network opportunity primarily in the franchise area in which the Company and the Subsidiaries operate, then in each such instance prior to pursuing such opportunity, the Manager shall discuss such opportunity with the Board at a properly convened Board meeting (excluding any director appointed by a member of the Company that has a representative on the board of a Competing Bidder, as defined in the Operating Agreement). Notwithstanding the foregoing, the evaluation of a material reduction in services shall not take into account the role of Mr. Wood or Mr. Bergstein.

4. Representations and Warranties of the Company. As a material inducement to the Manager to enter into this Agreement, the Company represents and warrants that:

(a) Due Organization; Power and Authority, etc. The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, with all necessary limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery hereof and the performance by the Company of its obligations hereunder will not violate or constitute a default under the terms and provisions of its certificate of formation or operating agreement, or of any agreement, law or court order to which the Company is a party or by which it is bound, except as would not reasonably be expected to have a material adverse effect on the Company and the Subsidiaries taken as a whole.

(b) Authorization, Enforceability. All actions required to be taken by or on behalf of the Company to authorize the execution, delivery and performance by the Company of its obligations under this Agreement have been taken, and this Agreement is a valid and binding obligation of the Company, enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) Executing Parties. The person executing this Agreement on behalf of the Company has full power and authority to bind the Company to the terms hereof.

5. Representations and Warranties of the Manager. As a material inducement to the Company to enter into this Agreement, the Manager represents and warrants that:

(a) Due Organization; Power and Authority, etc. It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with all necessary limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery hereof and the performance by the Manager of its obligations hereunder will not violate or constitute a default under the terms and provisions of its certificate of formation or operating agreement, or of any agreement, law or court order to which the Manager is a party or by which the Manager is bound, except as would not reasonably be expected to have a material adverse effect on the Manager.

(b) Authorization; Enforceability. All actions required to be taken by or on behalf of the Manager to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and this Agreement is a valid and binding obligation of the Manager, enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) Executing Parties. The person executing this Agreement on behalf of the Manager has full power and authority to bind the Manager to the terms hereof.

(d) Authorizations. The Manager has, and has caused the Company and its Subsidiaries to obtain, all necessary permits, licenses, franchises, authorizations and entitlements necessary for the Manager, the Company and the Subsidiaries to conduct their business and for the Company and the Manager to perform their respective obligations under this Agreement.

6. Survival of Representations and Warranties. All representations, warranties and indemnities of the Company and the Manager in this Agreement shall survive any termination of this Agreement.

7. Term of Agreement. The term of this Agreement shall commence on the date hereof and continue indefinitely unless and until terminated as described below. Subject to the provisions of Section 8, this Agreement shall terminate or may be terminated as described below.

(a) Automatic Termination. This Agreement shall terminate immediately upon the following:

(i) both (A) the consummation of the sale or transfer of all or substantially all of the assets of the Company and the Subsidiaries, taken as a whole, or upon the occurrence of an Exit Event as defined in the Operating Agreement and (B) the written election of either the Company or the Manager to the other party to terminate the Agreement (with the automatic termination being effective upon the date of such termination election notice); provided that such termination election notice must be delivered within 15 business days of such event described in clause (A);

(ii) the dissolution of the Company and the Subsidiaries; or

(iii) the occurrence of a Bankruptcy Event with respect to the Company.

(b) Termination by the Company. This Agreement may be terminated by the Company by action of the Board at an "in person" meeting at which (except in the case of death under Section 7(b)(ii)) Kent is permitted to appear and state the case for non-termination, accompanied by up to three (3) persons who are legal or other representatives:

(i) upon delivery of a written notice to the Manager in the event there is Cause;

(ii) in the event Kent ceases to be CEO of the Company as a result of his death or Permanent Disability;

(iii) in the event Kent resigns or otherwise ceases to be CEO of the Company for any reason, other than in circumstances described in Section 7(b)(ii) or where the Manager concurrently terminates this Agreement for Good Reason; or

(iv) for any reason or no reason, other than as set forth in Sections 7(a), 7(b)(i), 7(b)(ii) or 7(b)(iii).

(c) By the Manager. By the Manager for Good Reason.

(d) Certain Defined Terms. As used herein:

(i) "Bankruptcy Event" with respect to the Company shall mean an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (A) liquidation, reorganization or other relief in respect of the Company or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (B) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered; or the Company shall (I) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (II) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (A) and (B) above, (III) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, (IV) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (V) make a general assignment for the benefit of creditors or (VI) take any action for the purpose of effecting any of the foregoing.

(ii) "Cause" shall exist (A) if the Manager, in the performance of its duties hereunder, has engaged in gross negligence or willful misconduct, (B) upon the entry of a decree by the United States Securities and Exchange Commission prohibiting Kent from serving as an officer of or otherwise being affiliated with, any entity with a class of equity securities that is listed on a national securities exchange or admitted for quotation on the NASDAQ National Market (or any successor) or registered under the Securities Act of 1933, as amended, or any successor statute, or the Securities Exchange Act of 1934, as amended, or any successor statute, which decree is either (I) final and non-appealable or

(II) would legally prevent Kent from continuing to actively serve in the capacity of officer of a listed company, or (C) if the Manager has materially breached this Agreement and has failed to cure such breach within thirty (30) days following notice of such breach to the Manager; provided that the Company or any Subsidiary is not then in material breach of this Agreement which breach has not been cured, deemed cured or waived; and provided, further, that, in each case, unless the Company terminates the Management Agreement within thirty (30) business days of the Board becoming aware of the facts giving rise to the actual right to terminate this Agreement for Cause (provided that the Board shall be deemed to have knowledge of any matter, event or circumstance brought to the attention of the Board at a properly convened meeting of the Board), it shall be deemed to have waived its rights to terminate this Agreement for Cause solely with respect to such facts (and Cause shall cease to exist for all purposes under this Agreement and the Operating Agreement solely with respect to such facts).

(iii) "Fiscal Year" means a 12-month period commencing on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other periods as the Company and the Manager may hereafter agree.

(iv) "Good Reason" means (i) a material breach by the Company or any Subsidiary of this Agreement and the failure by the Company to cure such breach within thirty (30) days following notice thereof to the Company by the Manager or Kent, provided the Manager is not then in material breach of this Agreement which breach has not been cured, deemed cured or waived, (ii) the removal of Kent as CEO (other than in connection with a termination of this Agreement for the reasons set forth in Section 7(a) or Section 7(b)), or a material diminution in Kent's role in the Company, in each case, which remains unremedied for thirty (30) days following notice by the Manager or Kent to the Company, or (iii) the relocation of the corporate headquarters, management or primary support operations of the Company and its Subsidiaries from St. Louis, MO; provided, however, that in each case, unless the Manager terminates the Management Agreement within thirty (30) business days after Kent actually becomes aware of the facts giving rise to the actual right to terminate this Agreement for Good Reason (provided that Kent shall be deemed to have knowledge of any matter, event or circumstance brought to the attention of the Board at a properly convened meeting of the Board), it shall be deemed to have waived its rights to terminate this Agreement for

Good Reason solely with respect to such facts (and Good Reason shall cease to exist for all purposes under this Agreement and the Operating Agreement solely with respect to such facts).

(v) "Permanent Disability" means, with respect to Kent, incapacity due to reasonably documented physical or mental illness that shall have prevented him from substantially performing his duties for the Company on a full-time basis for more than six months and within 30 days after written notice has been given to him, he shall not have returned to the full-time performance of his duties, in which case the date of termination shall be deemed to be the last day of the aforementioned 30-day period.

8. Effect of Termination. In the case of any termination of this Agreement as provided in Section 7, Article VII of the Operating Agreement shall apply. Further:

(a) In the event of the termination of this Agreement by the Company pursuant to Section 7(b)(i), the Company, pursuant to the Operating Agreement, shall be relieved of any obligation to pay any further compensation to the Manager hereunder including any future Base Fee, distributions with respect to Carried Interests (as defined in the Operating Agreement, and hereafter, the "Carried Interests") (including any distributions with respect to Carried Interests to which the Manager would be entitled if the Company were liquidated on the date of such termination) and any Deferred Fees, except that the Company shall, or shall cause its Subsidiaries to, pay to the Manager the Base Fee payable under Section 11 pro rata through the effective date of termination within fifteen (15) days after the end of the calendar quarter in which such termination occurred.

(b) In the event of a termination of this Agreement by the Company pursuant to Sections 7(b)(ii) or 7(b)(iii), the Company shall, or shall cause its Subsidiaries to, pay to the Manager (X) the Base Fee payable under Section 11 pro rata through the effective date of termination within fifteen (15) days after the end of the calendar quarter in which such termination occurred, and (Y) unpaid Deferred Fees accruing before such termination and distributions of Carried Interests pursuant to the terms of the Operating Agreement as and when due and payable in accordance with the terms thereof.

(c) In the event of a termination of this Agreement (i) by the Company or the Manager pursuant to Section 7(a) (other than Section 7.1(a)(iii)), or (ii) by the Manager pursuant to Section 7(c), the Company shall, or shall cause its Subsidiaries to, pay to the Manager (X) the Base Fee payable under

Section 11 pro rata through the effective date of termination within fifteen (15) days after the end of the quarter during which such termination occurred, (Y) unpaid Deferred Fees accruing before such termination and distributions of Carried Interests pursuant to the terms of the Operating Agreement as and when due and payable in accordance with the terms thereof, and (Z) the then current Base Fee calculated as set forth in Section 11(b)(i) for one full year following the date this Agreement is terminated, payable quarterly in arrears within thirty (30) days of the end of each calendar quarter.

(d) In the event of a termination of this Agreement by the Company pursuant to Section 7(b)(iv), then the Company shall, or shall cause its Subsidiaries to, pay to the Manager (X) the Base Fee payable under Section 11 pro rata through the effective date of termination within fifteen (15) days after the end of the quarter during which such termination occurred, (Y) unpaid Deferred Fees accruing before such termination and distributions of Carried Interests pursuant to the terms of the Operating Agreement as and when due and payable in accordance with the terms thereof, and (Z) (1) in the case of a termination of this Agreement occurring prior to the second anniversary hereof, the then current Base Fee calculated as set forth in Section 11(b)(i) for one full year following the date this Agreement is terminated, payable quarterly in arrears within thirty (30) days of the end of each calendar quarter, and (2) in the case of a termination of this Agreement occurring on or after the second anniversary hereof, the then current Base Fee calculated as set forth in Section 11(b)(i) for six months following the date this Agreement is terminated, payable quarterly in arrears within thirty (30) days of the end of each calendar quarter.

(e) Except as set forth in subsections (a) through (d) above, upon any termination of this Agreement, the Manager shall cease to be entitled to any Base Fee, Deferred Fee or distributions with respect to Carried Interests. In each and every case of termination of this Agreement, however, the Manager shall be entitled to keep any and all payments of Deferred Fees, Base Fees, Incentive Fees and expenses, distributions with respect to Carried Interests, and other amounts received prior to any such termination.

(f) Notwithstanding the termination of this Agreement for any reason, (i) the rights of the Manager to receive all fees and other amounts and expenses as set forth herein and, (ii) the rights and obligations of the parties under this Section 8 and Sections 11 through 25, shall survive any such termination and remain in full force and effect indefinitely.

9. <u>[Reserved]</u>

10. Relationship of the Parties; Actions of the Manager. The parties specifically acknowledge that the Manager is an independent contractor to the Company and the Subsidiaries, and that the Manager shall in no way be construed to be an agent of the Company or any Subsidiary. Except as expressly permitted by this Agreement, the Manager shall not have any authority to take any action or otherwise act for or on behalf of the Company or any Subsidiary, or to incur any liability or obligation for or on behalf of the Company or any Subsidiary. The Manager shall not be obligated to make any advance to or for the account of the Company or any Subsidiary or to pay any sum on account of the Company or any Subsidiary. Notwithstanding anything in this Agreement to the contrary, the Company and the Subsidiaries at all times shall own the Systems and their other properties and assets, be responsible for their liabilities and obligations and exercise ultimate control over the Systems and the operations and business of the Company and the Subsidiaries.

11. Reimbursement and Compensation.

(a) Reimbursement of Expenses. The Company will pay or reimburse the Manager for all reasonable and documented out-of-pocket costs and expenses (collectively, the "Company Expenses") incurred by the Manager with respect to the performance of its duties in its role as Manager under this Agreement, including in connection with (i) investigations and/or negotiations for the purchase of additional cable systems or other assets in an amount not to exceed $100,000 in any twelve month period, except with the approval of the Board, or the financing or disposition of cable assets systems or other assets approved by the Board, or (ii) in connection with the operation of the Systems and business of the Company, the Subsidiaries, Cebridge Connections Holdings, LLC ("Cebridge Holdings") or Communications Corp pursuant to this Agreement. Company Expenses shall include, without limitation, out-of-pocket programming, equipment, rent, travel, accounting, finance, legal and other professional fees incurred on behalf of the Company or the Subsidiaries in the construction, maintenance, expansion, operation, management and servicing of the Systems or in connection with the operations of the Company, the Subsidiaries, Cebridge Holdings or Cequel Communications Corp. ("Communications Corp"). It is understood and agreed that the intent of the expense reimbursement provisions contained in this Section 11 is to reimburse the Manager only for reasonable and documented Company Expenses incurred that are directly related to the operation of the Systems, the Company, the Subsidiaries, Cebridge Holdings and Communications Corp. The Company and the Subsidiaries shall not be responsible for providing benefits to, or paying salaries, wages or other labor costs of, the employees of the Manager or any overhead costs of the Manager associated with its assets and properties and the

Manager shall indemnify the Company and the Subsidiaries for losses incurred by them in connection therewith, including the failure of the Manager to materially comply with its obligations under applicable payroll and employment tax laws. The Manager shall not be responsible for providing benefits to, or paying salaries, wages or other labor costs of, the employees of the Company or any Subsidiary and the Company shall indemnify the Manager for losses incurred by the Manager in connection therewith, including the failure of any of the Company and the Subsidiaries to materially comply with its obligations under applicable payroll and employment tax laws.

(b) Base Fee, Incentive Fee, Deferred Fee and Distributions with respect to Carried Interests. Until the termination of this Agreement for any reason or no reason (at which time Section 8 shall govern the rights of the Manager to such payments and distributions), the Company agrees to pay, or to cause one of its subsidiaries to pay, to the Manager and the Manager shall be entitled to receive:

(i) A management fee (the "Base Fee") equal to (A) $5.3 million (the "First Year Fee") for the period beginning from May 5, 2006 and ending on the first anniversary thereof (such period, and each subsequent period beginning on May 5 of each year thereafter, and ending on the next anniversary thereof, an "Annual Period" and (B) for subsequent Annual Periods, the First Year Fee plus an annual increase of 5%, compounded each Annual Period. The Base Fee will cover compensation of the Manager's employees and other costs. The First Year Fee and each subsequent annual Base Fee shall be payable quarterly in arrears within thirty (30) days of the end of each calendar quarter.

(ii) An annual bonus incentive fee in respect of each Fiscal Year (the "Incentive Fee") determined by the Board (itself or though the Compensation Committee) in its sole discretion may be paid by the Company; provided, that, in arriving at its determination, the Board (itself or though the Compensation Committee) shall take into account (A) the performance of the Manager, the Company and the Subsidiaries, including without limitation as compared to budgets and forecasts relating to the period in question, and (B) the recommendations of the CEO in terms of the total Incentive Fee. The CEO shall, following consultation with the Compensation Committee of the Board, have the discretion to allocate any Incentive Fee paid or payable to the Manager to employees of the Manager or the Company based on appropriate factors including in relation to the performance of the Manager,

the Company and the Subsidiaries, as well as in relation to the responsibilities, achievements, compensation and performance of such individuals.

(iii) If, and for so long as, the Manager can demonstrate to the reasonable satisfaction of the Board that the network backbone costs provided to the Company and the Subsidiaries under the Master Network Access and Service Agreement between Broadwing Communications, LLC ("Broadwing") and the Manager, dated as of November 20, 2003, as amended by that certain Modification of Sales Agency and Master Access Agreement entered into as of September 28, 2004 by the same parties, are at least $3 million per Annual Period less than the costs that would be incurred by the Company and the Subsidiaries if such services were provided by the lowest available third party provider (including Broadwing itself without the benefit of the Broadwing Agreement), then the Manager shall be entitled to a deferred management fee (the "Deferred Fee") equal to $3 million per Annual Period. All accrued Deferred Fees will be payable in accordance with the terms of Section 9.1(b)(iv) of the Operating Agreement.

(iv) In addition to the fees set forth in the preceding subsections (i), (ii) and (iii), the Manager will be entitled to any distributions made in respect of Carried Interests pursuant to the Operating Agreement.

12. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify, defend and hold harmless the Manager and its members, officers, directors, agents and employees (each a "Manager Indemnified Party") from and against any and all pending or threatened claims, losses, liabilities, litigation, actions, suits, proceedings, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing, a "Loss") including, without limitation, the costs as and when incurred of investigating and defending any such Loss, and including, without limitation, reasonable attorneys', accountants' and experts' fees and disbursements therefor, resulting from, relating to or arising in connection with the Manager's or such other Manager Indemnified Party's performance of its duties and activities under this Agreement; provided, however, that the Company shall not be required to indemnify or hold harmless any Manager Indemnified Party from any Loss which arises out of the gross negligence or willful misconduct of, or willful breach of this Agreement by, such Manager Indemnified Party.

(b) Indemnification by the Manager. The Manager agrees to indemnify, defend and hold harmless the Company and the Subsidiaries and their respective members, officers, directors, agents and employees (each a "Company Indemnified Party") from and against any and all Losses including, without limitation, the costs as and when incurred of investigating and defending any such Loss, and including, without limitation, reasonable attorneys', accountants' and experts' fees and disbursements therefor, resulting from, relating to or arising in connection with the gross negligence or willful misconduct of, or willful breach of this Agreement by, any Manager Indemnified Party in connection with the performance by the Manager or any other Manager Indemnified Party of the obligations of the Manager contained in this Agreement.

(c) Exculpation. No Manager Indemnified Party shall be liable to the Company or any Subsidiary for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Manager Indemnified Party in good faith and on behalf of the Company and/or any Subsidiary and in a manner believed to be within the scope of authority conferred on such Manager Indemnified Party by this Agreement, except that a Manager Indemnified Party may be liable for any such loss, damage or claim incurred by reason of such Manager Indemnified Party's gross negligence, willful misconduct or willful breach of this Agreement.

13. Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent or delivered by any party pursuant to this Agreement shall be validly given or made if in writing, (i) upon actual receipt when delivered by hand, (ii) upon receipt of transmission confirmation when sent by facsimile, (iii) three days after mailing if mailed by first-class certified or registered United States mail, postage prepaid and return receipt requested, or (iv) one day after sending if sent by overnight courier with postage prepaid, in each case delivered or addressed as set forth below or at such other address as any party hereto may from time to time advise the other party pursuant to this Section 13.

(a) If to the Company:

Cequel Communications Holdings, LLC
12444 Powerscourt Drive
Suite 450
St. Louis, Missouri 63131
Telephone: (314) 965-2020
Facsimile: (314) 965-0500
Attention: Board of Directors

with a copy to:

Cequel Communications Holdings, LLC
12444 Powerscourt Drive
Suite 450
St. Louis, Missouri 63131
Telephone: (314) 965-2020
Facsimile: (314) 965-0500
Attention: Craig Rosenthal, Esq.

and

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Telephone: (212) 859-8000
Facsimile: (212) 859-4000
Attention: Robert C. Schwenkel, Esq.
Attention: Andrew J. Colosimo, Esq.

If to the Manager:

Cequel III, LLC
12444 Powerscourt Drive
Suite 450
St. Louis, Missouri 63131
Telephone: (314) 965-2020
Facsimile: (314) 965-0500
Attention: Jerald L. Kent

with copies to:

Cequel III, LLC
12444 Powerscourt Drive
Suite 450
St. Louis, Missouri 63131
Telephone: (314) 965-2020
Facsimile: (314) 965-0500
Attention: Wendy Knudsen, Esq.

and

Paul, Hastings, Janofsky & Walker LLP
75 East 55th Street
New York, New York 10022
Telephone: (212) 318-6000
Facsimile: (212) 230-7777
Attention: Barry Brooks, Esq.

14. Entire Agreement. This Agreement and the Operating Agreement constitute the entire agreement between the parties with respect to the transactions contemplated herein and therein, and supersede all prior oral or written agreements, commitments or understandings with respect thereto including, without limitation, the Prior Management Agreement.

15. Governing Law; Venue; Waiver of Jury Trial. This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules other than Sections 5-1401 and 5-1402 of the New York General Obligations Law, which shall apply hereto. Any action, suit or proceeding in respect of or arising out of this Agreement shall be prosecuted as to any party hereto exclusively in the State or Federal courts located in New York, New York. Each party hereto consents to the exercise of jurisdiction over its person by any court situated in the Borough of Manhattan, City of New York, State of New York and having jurisdiction over the subject

matter of any such action, suit or proceeding, and consents to the service of process in connection therewith by notice given in accordance with Section 13 hereof. Each party hereto waives any right such party may have to a jury trial in connection with any such action, suit or proceeding.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. Assignment. No party hereto may assign its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, except that (i) the Company may assign any or all of its rights and obligations hereunder to any of its wholly-owned subsidiaries or to any vehicle formed in connection with an Initial Public Offering of the entities then owning the Systems, and (ii) the Manager may assign any or all of its rights and obligations hereunder to any of its wholly-owned subsidiaries. Notwithstanding any assignment by the Manager to a wholly-owned subsidiary, the Manager shall remain fully responsible for the performance of all obligations of the Manager hereunder.

18. Confidentiality. The parties hereto agree that the terms of this Agreement shall remain strictly confidential as between them and that disclosure of this Agreement or any terms herein shall not be made by either party or its respective members, partners, directors, officers, advisors, financing sources (including potential financing sources), affiliates and employees to any other person or entity, except to the attorneys, accountants, advisors, successors and assigns of the parties, without first obtaining the written consent of the other party; provided, however, that the Manager may disclose the terms of this Agreement in connection with any assignment permitted under Section 17 hereof.

19. Amendment and Waiver. This Agreement may be amended only with the written consent of the parties hereto. No failure to pursue or elect any remedy or waiver with respect to any default under or breach of any provision of this Agreement shall be deemed to be a waiver of any other subsequent similar or different default or breach of any provision or of any election of remedies available in connection therewith.

20. No Restrictions or Required Approvals. Subject to the continuing jurisdiction of the FCC, each party represents to the other that there are no restrictions in their respective operating agreements, or in any contract or agreement to which the parties are subject, or to their knowledge any law, rule or regulation which would restrict or prohibit the transactions contemplated by this Agreement.

21. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Severability. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.

23. Specific Performance. The parties hereto agree that irreparable damage would occur in the event the provisions of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms thereof in addition to any other remedy at law or in equity.

24. Execution in Counterparts. This Agreement may be executed in counterparts and it shall be sufficient that the signature of each party appear on one of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of all of the parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Second Amendment Effective Date.

CEQUEL III, LLC

By: [signature]
Name: Jerald L. Kent
Title: President and Chief Executive Officer

CEQUEL COMMUNICATIONS HOLDINGS, LLC

By: [signature]
Name: Mary E. Meduski
Title: Executive Vice President and Chief Financial Officer