

SELLER DISCLOSURE SCHEDULE

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (the “Agreement”) among Time Warner NY Cable LLC, a Delaware limited liability company (“Seller”), County of Mecklenburg, a political subdivision of the State of North Carolina, Town of Davidson, a North Carolina municipal corporation, Town of Cornelius, a North Carolina municipal corporation, and Town of Mooresville, a North Carolina municipal corporation (each, a “Buyer” and, collectively, the “Buyers”), dated as of August 16, 2007.

The schedules to the Agreement (collectively, the “Seller Disclosure Schedule”), sets forth, by reference to the Agreement, certain information required by, and certain exceptions to and qualifications of, the representations and warranties of the Seller set forth in the Agreement. The section, part and subpart numbers in this Seller Disclosure Schedule and the schedules hereto correspond to the section numbers in the Agreement. An item disclosed in one part, subpart, section or subsection of this Seller Disclosure Schedule shall be deemed to have been disclosed with respect to such other part, subparts, sections or subsections of the Seller Disclosure Schedule for which relevance to such other part, subparts, sections or subsections is reasonably apparent.

Unless required by the terms of a specific representation or warranty, the inclusion of any information in this Seller Disclosure Schedule shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is material, has resulted in or could result in a Material Adverse Effect, or is outside the ordinary course of business. Nor shall the reference to a particular contract (other than the Agreement) be deemed to make the representations and warranties made by the Seller in such contract to the other parties to such contract constitute representation or warranties to the Buyers. In no event shall the listing or inclusion of any matter or information in this Seller Disclosure Schedule be deemed to interpret or expand the scope of the representations and warranties of the Seller contained in the Agreement.

In addition, the inclusion of information in the Seller Disclosure Schedule shall not be deemed to constitute an admission of liability or other obligation, or an admission against interest, of the Seller to any third party.

The introductory language and the heading to each section and disclosure included in this Seller Disclosure Schedule are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Merger Agreement. Headings for the sections and disclosures included in this Seller Disclosure Schedule are inserted for convenience only and shall not create any representations regarding the completeness or accuracy of the organization of the information included in such sections.

Schedule A
Systems

Systems servicing:

1. County of Mecklenburg
2. Town of Davidson
3. Town of Cornelius
4. Town of Mooresville

Schedule 1.1(a)
Knowledge

Sue Breckenridge
Dorie Climenhage
Mike Cullim
Jim Disalle
Mike Munley
Richard Newcomb
Brad Smith
Mike Smith
Sunday Sotomayor

Schedule 1.1(b)
Owned Real Property

1. 420 South Academy Street, Mooresville, NC (headend, office building, car port parking and mechanics' work area)

- 1.1 Lying in the City of Mooresville, County of Iredell, State of North Carolina, described as follows:

Beginning at a stake near the railroad in the Town of Mooresville, North Carolina, R.M. Brawley's corner; thence West with R.M. Brawley's line 13 poles to a stake, his corner on Mrs. George W. Taylor's line; thence N. 44 E. 60 feet to a stake, R.M. Brawley's corner; thence S. 46 E. 160 feet to a stake near the railroad; thence S. 44 W. 60 feet to the beginning corner.

- 1.2 Lying in Town of Mooresville, Coddle Creek Township, Iredell County, NC;

Beginning at an old corner of Burlington Industries, Inc. in the Southeasterly right-of-way line of South Academy Street (having a right-of-way width of 50 feet), being the most Westerly corner of a 0.76 acre, more or less, tract conveyed by Burlington Industries, Inc., to Lakeside Cable TV, Inc. by deed recorded in Deed Book 670, Page 847 (all recorded documents referred to in this description are found in the Office of the Register of Deeds for Iredell County, North Carolina); thence South 44-59-40 East along the Westerly line of said 0.76 acre, more or less, tract 317.48 feet to the most southern corner of said tract; thence South 44-47-52 East along the line of Harwell N/F 143.84 feet to an old corner of Burlington Industries, Inc. in the Northwesterly right-of-way line of Broad Street; thence South 45-17 West along said right-of-way line 103.0 feet to an old corner of Burlington Industries, Inc. and Marvin E. Morrow N/F; thence along the line of Morrow N/F the following three (3) courses: (1) North 44-43 West 144.0 feet to an old corner; (2) South 45-18-42 West 60.91 feet to an old corner and (3) North 89-23-25 West 405.77 feet to an old corner of Burlington Industries, Inc. in the Easterly line of Braco N/F; thence North 06-12-54 East along said line of Braco N/F 23.43 feet to an old corner of Burlington Industries, Inc. in the southeasterly right-of-way line of South Academy Street; thence North 43-25-12 East along said right-of-way line of 429.49 feet to the Point of Beginning.

2. 435 Broad Street, Mooresville, NC (warehouse and customer service office)

- 2.1 Lying in Town of Mooresville, Coddle Creek Township, Iredell County, NC;

Beginning at an old corner, marked by a concrete monument in the Easterly right of way line of South Academy Street, being the most

Western corner of the Marion C. Plumbee lot as described in Deed Book 647, Page 81 (all recorded documents referred to in this description are on file in the Register of Deeds Office for Iredell County, North Carolina); thence along the Westerly line of the Plumbee lot and the line of the Buff, Waugh and Stonestreet lots for the following four (4) courses: South 36-00-40 East a distance of 24.88 feet to an old corner, marked by a concrete monument; South 45-07-30 East a distance of 159.80 feet to the most Southern corner of the Buff lot, marked by a concrete monument; North 41-46-20 East a distance of 15.27 feet to the most Western corner of the Waugh lot in the Southerly line of Buff, marked by a concrete monument; and South 44-43 East a distance of 139.14 feet to the most Southern corner of the Stonestreet lot in the Northerly line of Meadows lot, marked by a concrete monument; thence along the Northerly line of the Meadows and Harwell lots South 45-17-West a distance of 110.51 feet to the most Western corner of Harwell lot, marked by an iron pipe; thence along a new line North 45-04-57 West crossing the land of Burlington Industries, Inc. a distance of 318.91 feet to a new corner in the Easterly right-of-way line of South Academy Street, marked by an iron pipe; thence along said right-of-way line North 43-10 East a distance of 100.00 feet to the Point of Beginning, containing 0.76 acres more or less.

Schedule 1.1(c)
Permitted Encumbrances

None.

Schedule 1.1(d)
Seller Subscriber Policy

OPERATION STATISTIC DEFINITIONS

PURPOSE

To establish specific definitions for key measures of statistical performance to ensure the consistent reporting of divisional and corporate operating results.

POLICY STATEMENT

I. Overview

The following definitions should be used in the development of statistical information to be included in all general purpose management reports including those highlighting both actual and projected data – e.g. monthly performance reports, annual budgets, periodic forecasts and five year plans. Any presentations incorporating alternative definitions must highlight the deviation and explain why the normal definition has not been applied. It should be noted that the definitions provided herein are for reporting purposes and that differing vendor-specific definitions are generally used in the calculation of programming provisions.

II. Key Definitions

- A. Addressable Subscriber – Household in which cable operator has the ability to send a signal to make changes in the subscriber’s level of service. This includes technology such as addressable analog, digital and CableCards. This includes Two Way Addressable Subscribers.
- B. Addressable Subscriber (Two Way) – Household that has the ability to order PPV and/or VOD. This includes technology such as addressable digital and two way CableCards.
- C. Basic Penetration – Ending basic subscribers expressed as a percentage of corresponding ending homes passed. For purposes of this calculation, the number of basic subscribers excludes accounts serviced by non-cable-based technologies. Homes passed exclude accounts serviced by non-cable-based technologies that are not serviceable using the division’s cable plant.
- D. Basic Subscribers – Non-equivalized, paying customers subscribing, at a minimum, to the lowest level of programming service offered as of a given point in time.
Subscribers are generally categorized as follows:
 - 1. Residential (Permanent)
 - a. Single family units

- b. Multiple dwelling units (e.g., condominiums, apartments, etc.)

Residential subscribers are counted on the basis of individual households (i.e. one household equals one subscriber).

2. Governmental/Institutional/Temporary

- a. Dormitories
- b. Prisons
- c. Barracks
- d. Schools
- e. Colleges
- f. Hospitals
- g. Nursing Homes
- h. Boarding Homes
- i. Campgrounds and other temporary housing

Governmental/Institutional/Temporary types of customers are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber). For example, if under a non-residential bulk arrangement only one bill can be issued; such arrangements represent a single subscriber. If, however, we can market/sell any additional level of service, to separate units under such arrangements (e.g. rooms within a dormitory), each individual unit represents a single subscriber.

3. Commercial

- a. Hotels/Motels
- b. Bars
- c. Restaurants
- d. Offices

Commercial types of subscribers are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber).

- E. Basic Service Tier (BST) – The lowest level of regulated basic services offered to subscribers typically including all broadcast signals together with the public, educational and government access channels whose carriage is required by local franchise authorities.
- F. CableCards – Subscriber household that has access to digital programming services with CableCard technology (i.e., not requiring a digital converter)
- G. Cable Programming Services Tier (CPST) – Second most highly penetrated video programming services tier offered.

- H. Customer Relationships – A relationship in which a customer pays TWC for a service or set of services defined as Video, Data and/or Voice. Customer relationships are generally categorized as:
1. Single Play Customer – Customer purchases one type of service.
 2. Double Play Customer – Customer purchases two types of services.
 3. Triple Play Customer – Customer purchases all three types of services (video, data and voice).
- I. Digital Subscribers – Subscriber household that has access to digital programming services, including VOD, programming guide and CableCards.
- J. Digital Penetration – Ending digital subscribers expressed as a percentage of corresponding basic subscribers.
- K. Digital Tier – Collection of digital programming services offered as a package.
- L. Digital Tier Subscriber – Non-equivalized customers subscribing to and paying for one or more digital tiers as of a given point in time. In counting digital tier subscribers, the same guidelines detailed earlier for counting basic subscribers should be applied.
- M. Digital Video Recorder Subscriber – Non-equivalized customers subscribing to and paying for a digital video recorder as of a given point in time. In counting digital video recorder subscribers, the same guidelines detailed earlier for counting basic subscribers should be applied.
- N. High Definition Subscriber -- Subscriber household that has access to high definition services as of a given point in time. In counting high definition subscribers, the same guidelines detailed earlier for counting basic subscribers should be applied.
- O. Home Networking Subscriber -- Non-equivalized customers subscribing to and paying for home networking services as of a given point in time. In counting home networking subscribers, the same guidelines detailed earlier for counting basic subscribers should be applied.
- P. Homes Passed – Non-equivalized number of potential customers within a normal drop's length of cable operator's activatable distribution network as of a given point in time. Homes passed include both homes not yet marketed as well as MDU's where rights of entry have not yet been secured. In counting homes passed, the same guidelines detailed earlier for counting basic subscribers should be applied.
- Q. Mini-Pay Units – Non-equivalized number of individual mini-pay programming services purchased by customers (including bulk and commercial accounts) as of a given point in time. Mini-pay programming services are non-basic services sold in

packages and/or on an individual (i.e. a la carte) basis. Mini-pay programming services are distinguished from pay programming services by the former services' inherent variety of programming, and their characteristically lower rates (less than \$4).

- R. Pay Subscribers – Non-equivalized customers subscribing to and paying for one or more pay services as of a given point in time. Residential subscribers are counted on the basis of individual households (i.e. one household equals one subscriber). All other types of subscribers (i.e. governmental, institutional and commercial accounts) are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber). For example, if under a non-residential bulk arrangement which includes one or more pay services only one aggregate bill can be issued, such arrangements represent a single pay subscriber. If, however, individual bills for any level of service can be issued to separate units under such arrangements (e.g. rooms within a dormitory), each billable unit represents a single pay subscriber.
- S. Pay Penetration – Ending Pay Subscribers expressed as a percentage of corresponding ending basic subscribers.
- T. Pay Units – Non-equivalized number of individual pay services purchased by customers (including bulk and commercial accounts) as of a given point in time.
 - 1. Promotional Units – Units temporarily priced below the standard (i.e. rate card) rate:
 - a. Units priced below \$4
 - b. Units priced greater than or equal to \$4
 - 2. Non-Promotional Units – Units priced at the standard (i.e. rate card) rate:
 - a. Units priced below \$4
 - b. Units priced greater than or equal to \$4

For purposes of implementing the above categorization, units comprising packages are valued at average rate – e.g. each of four units comprising at \$19.95 promotional package would be valued at \$4.99.

Pay units are typically marketed in packages but are also sold individually. Pay units are distinguished from mini pay units (see definition above) by the former category's predominant focus on movies, and their relatively higher unit prices.

- U. Subscription Video on Demand Subscriber – Non-equivalized customers subscribing to and paying for subscription video on demand services as of a given point in time. In counting subscription video on demand subscribers, the same guidelines detailed earlier for counting basic subscribers should be applied.
- V. Data Subscribers – Non-equivalized, paying customers subscribing, at a minimum, to the lowest level of data service offered as of a given point in time.

Subscribers are generally categorized as follows:

1. Residential (Permanent)

Residential subscribers are counted on the basis of individual households (i.e. one household equals one subscriber). Data service provided to a multiple dwelling complex, in conjunction with video services, is considered residential. The data services are typically provided at a discounted price to the standard residential service. Typically, the standard data service is provided with independent cable modem and end user accounts for each tenant in a multi tenant residential building such as an apartment, condo or retirement home.

2. Governmental/Institutional/Temporary

Governmental/Institutional/Temporary types of data customers are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber). For example, if under a non-residential bulk arrangement only one bill can be issued; such arrangements represent a single subscriber. If however we can market/sell any additional level of service, to separate units under such arrangements (e.g. rooms within a dormitory), each individual unit represents a single subscriber.

3. Commercial

Commercial Subscribers are generally categorized as follows:

- a. **Offices, Hotels, Motels and Restaurants:** Subscribers at a commercial address (regardless of the size of the commercial business) and customers at a residence that includes features and functions in excess of the standard Road Runner residential service features and functions should be classified as commercial customers (home office). These types of subscribers are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber).
- b. **Telecommuter accounts:** Service typically billed to one company that has multiple employee locations that receive additional services at a residence. The account typically receives services from commercial customer care support, features such as status IP addresses, managed firewall and BPN services. If the employee can also subscribe to additional services at a residence, each individual unit represents a single data subscriber. Telecommuter data units should be counted as commercial units even though the services individually billed to the employee at his/her residence will be counted as residential.
- c. **Commercial MDU Subscribers:** Customers receiving service negotiated with a property management company or REIT by the commercial

services organization within a TWC division to provide services outside of basic residential HSD services. These services are typically provided at a premium price to the residential service and include access to support by the commercial customer support center coupled with commercial service level agreements. These types of subscribers are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber).

W. Voice (Digital Phone) Subscribers – Non-equivalized customers, subscribing to and paying for one or more digital phone lines as of a given point in time. Residential subscribers are counted on the basis of individual households (i.e. one household equals one subscriber). All other types of subscribers (i.e. governmental, institutional and commercial accounts) are counted consistently with the manner in which they are billed (i.e. one bill equals one subscriber). For example, if under a non-residential bulk arrangement which includes one or many digital phone lines, only one aggregate bill can be issued; such arrangements represent a single voice subscriber. If, however, individual bills for a level of service can be issued to separate units under such arrangements (e.g. rooms within a dormitory), each billable unit represents a single voice subscriber.

POLICY COORDINATOR

Senior Director, Programming Accounting.

Schedule 2.1(a)
Transferred Assets¹

On-hand warehouse inventory, inventory of set-top boxes and other customer premise equipment which is allocated to Buyer prior to Closing pursuant to Section 2.1 of the Agreement.

420 South Academy St. Furniture

Desk
Credenza
Tall Cabinet w/shelves
2 Drawer File Cabinet
4 Drawer File Cabinet
Table
Book Shelf
Desk Chair
Arm Chair
Cubicle w/desk/2 drawer file
Break Room Table w/6 chairs
Coonference Room Table w/10 chairs
Copier
Fax

420 South Academy St. Office Equipment

Desktop / Laptop Inventory and basic specs o/s, processor and memory.
10 laptops, 14 desktops

Printer Inventory

13 desktop printers, 1 Cable Data printer, 1 plotter

14 Nortel Phones (1 in garage)

Mobile communications, cell phone inventory, numbers and provider.

Nextel, no inventory - all in use
704/201-8888, 902-5103, 202-6258, 309-9134, 361-7976, 400-7831, 400-9369, 400-9542, 506-3201, 507-3518, 507-8646, 634-0248, 634-0302, 634-1524, 634-2870, 634-3372, 634-4371, 634-5325, 634-5377, 634-5393, 634-5412, 634-5438, 746-4301, 746-4331, 746-4373, 746-4375, 746-4435, 746-4434, 202-2039, 913-8255, 363-8534, 363-8544, 634-5434, 506-6477

¹ Certain Transferred Assets may be acquired, sold or replaced in the ordinary course of business subject to Section 5.2 of the Agreement.

2006 Vehicle Information

The vehicles set forth below shall be allocated between Buyers and Seller prior to the Closing pursuant to Section 2.1 of the Agreement.

Vehicle No.	Make/Model	Serial No.	Driver	Location	Mileage
8631A	1995 Ford Crown Victoria	2FALP74WXSX196409	Nick Carrington	Mooreville	129,769
8633A	1997 Ford Taurus	1FALP52U3VG211963	Spare	Mooreville	112,925
8609A	1998 Ford E-250 Van	1FTNS24L5WHB76391	Richard Johnson	Mooreville	33,446
8644A	1999 Ford Escort Wagon	3FAFP15POXR178430	Customer Service/Mooreville	Mooreville	70,357
8614A	1999 Ford F-150	1FTZF1Z20XNA19924	Patti Hawkins	Mooreville	143,996
8636A	1999 Ford F-150	1FTZF1722XNA19925	Allen Benson	Mooreville	174,990
8622A	1999 Ford F-450 Bucket	1FDXF46S2XEA91052	Jason Parsons	Mooreville	155,544
8643A	1999 Ford Ranger	1FTYR10C4XTA88097	James Geisler	Mooreville	115,065
9088A	2000 Chevrolet Astro	1GCDM19W6YB168017	Barry Wagner	Mooreville	137,567
9090A	2000 Chevrolet Astro	1GCDM19W9YB168125	Jose Samagaio	Mooreville	103,858
9109A	2000 Chevrolet Astro	1GCDM19W8YB193064	Spare	Mooreville	108,506
9466A	2000 Chevrolet Astro	1GCDM19W5YB216784	Spare	Mooreville	156,414
9467A	2000 Chevrolet Astro	1GCDM19W4YB216968	Jason Dunlap	Mooreville	79,182
9468A	2000 Chevrolet Astro	1GCDM19W7YB216933	Mark Little	Mooreville	93,346
9472A	2000 Chevrolet Astro	1GCDM19W1YB182973	Shane Chapman	Mooreville	116,857
9473A	2000 Chevrolet Astro	1GCDM19W8YB174028	spare	Mooreville	108,950
9474A	2000 Chevrolet Astro	1GCDM19W7YB168169	Michael Cardwell	Mooreville	87,192
11126A	2000 Ford E-250 Van	1FTNE24L6YHB08627	Jim Landro	Mooreville	137,029
11128A	2000 Ford E-250 Van	1FTNE24L3YHB25613	Inventory/Warehouse	Mooreville	64,213
11249	2000 Ford Ranger	1FTYR10C8YTA62605	CLI Truck	Mooreville	81,838
8494A	2000 Ford Ranger 4X2	1FTYR14V9YTB29756	Jason Stabel	Mooreville	55,435
8497A	2000 Ford Ranger 4X2	1FTYR14V5YTB29754	Lora Joy	Mooreville	92,940
9451	2001 Ford Explorer	1FMZU72E71ZA23975	Tom Benson	Mooreville	65,020
10144A	2001 Ford Explorer	1FMZU62E01ZA70128	Cliff Cartrette	Mooreville	78,928
11572	2001 Ford F150 P/U	1FTRX17W81NB86412	Kevin Joyce	Mooreville	67,913
10079A	2001 Ford F-350 Superduty	1FDWF36S81EB54846	Joe Wagner	Mooreville	122,217
11834	2002 Ford F-350 Bucket	1FDWF36S62EC06878	Milton Turner	Mooreville	70,222
12479	2004 F350 Bucket	1FDWF36S14EC56977	Bruce Dilday	Mooreville	35,344
12481	2004 F350 Bucket	1FDWF36S14EC56980	Craig Johnson	Mooreville	46,500
12736	2004 GMC 2500 CVan	1GTGG25VX41223009	Eddie Christian	Mooreville	39,135
12848	2004 GMC 2500 CVan	1GTGG25V141238370	Seth O'Neal	Mooreville	38,989

12849	2004 GMC 2500 CVan	1GTGG25V441237469	Clinton Keener	Mooreville	35,117
12681	2004 GMC 2500 CVan	1GTGG25V141221973	Trevor Dwyer	Mooreville	37,050
12682	2004 GMC 2500 CVan	1GTGG25V641222035	Scott Cribbs	Mooreville	56,353
14062	2006 Ford Explorer	1FMEU62E66UB03541	Matt Hardy	Mooreville	6,588
13969	2006 GMC 2500 Cvan	1GTGG25V361193693	David Perez	Mooreville	4,200

10/25/2006

Schedule 3.5(a)
Non-Contravention

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
1.	Multiple Dwelling Units Agreement	One Norman Square, L.P.	One Norman Square Apartments 19532 One Norman Square Cornelius, NC	Seller may not assign the agreement without consent.	Consortium
2.	Multiple Dwelling Units Agreement	Harborside Commons Apartments, L.L.C.	Harborside Commons Apartments The Commons Boulevard Cornelius, NC 28031	Seller may not assign the agreement without consent, except to any subsequent holder of the franchise in the Town of Cornelius, Mecklenburg County, NC (or to the holder of a replacement franchise with the applicable governmental authority).	Consortium
3.	Multiple Dwelling Units Agreement	Redcliffe at Kenton Place, L.L.C.	Redcliffe at Kenton Place 8101 Dunmore Drive Cornelius, NC	Seller may not assign the agreement without consent, except to any subsequent holder of the franchise in Mecklenburg County, NC (or to the holder of a replacement franchise with the applicable governmental authority).	Consortium

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
4.	Multiple Dwelling Units Agreement	Mooreville III Apts., LLC	Madison Place 144 Madison Place Circle Mooreville, NC	Seller may not assign the agreement without consent.	Consortium
5.	Underground Facility Locating and Marking Services	Utiliquest LLC	Seller service territory in and around Mooreville	Seller may not assign the agreement without consent	Consortium
6.	Services Agreement	Imagistics	Maintenance for copier in Mooreville office	Seller may not assign the agreement without consent	Consortium
7.	Multiple Dwelling Units Agreement	Abberly Green Mooreville – Phase I & II – Limited Partnership (Managed by H.H. Hunt Company)	Abberly Green Apartments Iredell County, NC	Seller may not assign the agreement without consent, except to an affiliate or subsidiary or to a person or entity to which it sells all or substantially all of its assets in Iredell County, NC.	Consortium

Schedule 3.9(a)
Company Benefit Plans

TWC Special Severance Pay Plan for Certain Former Employees of Adelphia Communications Corporation

TWC Savings Plan (Restated Effective January 1, 1997) with Amendments No. 1 and 2 (additional copy added December 13, 2004)

TWC Adoption Assistance Plan

Time Warner Cable Flexible Spending Account Plan (As Amended and Restated effective January 1, 2000) with Amendments No. 1 and 2 (additional copy added December 13, 2004)

Time Warner Cable Benefits Plan dated January 1999 with Amendments No. 1 and 2

*Note: This plan includes the programs for medical/dental,
life and long-term disability.*

Division-level cash incentive plan is available for employees at manager level or higher

Schedule 3.9(b)
Company Benefit Plans

None.

Schedule 3.13(a)
Labor Agreements

None.

Schedule 3.14(a)
Contracts

I. Contracts to be Assigned to Consortium

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
1.	Multiple Dwelling Units Agreement	Birkdale Village, LLC	Birkdale Village Apartments Birkdale Commons Parkway Mecklenburg County, NC	No	Consortium
2.	Multiple Dwelling Units Agreement	The Davidson Retirement Community, Inc.	The Pines at Davidson 400 Avinger Lane Davidson, NC 28036	No	Consortium
3.	Multiple Dwelling Units Agreement	Microtel Motel	Microtel Motel 20820 Torrence Chapel Cornelius, NC	No	Consortium
4.	Multiple Dwelling Units Agreement	Best Western Lake Norman	Best Western Lake Norman 19608 Liverpool Parkway Cornelius, NC	No	Consortium
5.	Multiple Dwelling Units Agreement	Lake House Restaurant & Motel	Lake House Restaurant & Motel 18341 Statesville Road Cornelius, NC 28031	No	Consortium
6.	Multiple Dwelling Units Agreement	The Harborage Homeowners Association	Walter Henderson Road Mecklenburg County, NC	No	Consortium
7.	Multiple Dwelling Units Agreement	One Norman Square, L.P.	One Norman Square Apartments 19532 One Norman Square Cornelius, NC	Seller may not assign the agreement without consent.	Consortium

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
8.	Multiple Dwelling Units Agreement	Harborside Commons Apartments, L.L.C.	Harborside Commons Apartments The Commons Boulevard Cornelius, NC 28031	Seller may not assign the agreement without consent, except to any subsequent holder of the franchise in the Town of Cornelius, Mecklenburg County, NC (or to the holder of a replacement franchise with the applicable governmental authority).	Consortium
9.	Multiple Dwelling Units Agreement	Redcliffe at Kenton Place, L.L.C.	Redcliffe at Kenton Place 8101 Dunmore Drive Cornelius, NC	Seller may not assign the agreement without consent, except to any subsequent holder of the franchise in Mecklenburg County, NC (or to the holder of a replacement franchise with the applicable governmental authority).	Consortium
10.	Multiple Dwelling Units Agreement	Mooresville Manor	Mooresville Manor 323 East Statesville Ave. Mooresville, NC	No	Consortium
11.	Multiple Dwelling Units Agreement	Hallmark Incorporated of Statesville, NC	Holiday Inn of Lake Norman 19910 Holiday Lane Cornelius, NC	No	Consortium
12.	Multiple Dwelling Units Agreement	Daly Holdings, Inc.	Hampton Inn 19501 Statesville Road Cornelius, NC	No	Consortium

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
13.	Multiple Dwelling Units Agreement	Mooreville III Apts., LLC	Madison Place 144 Madison Place Circle Mooreville, NC	Seller may not assign the agreement without consent.	Consortium
14.	Lease Agreement	Minolta	Equipment installed at 420 S. Academy Street Mooreville, NC 26115	No	Consortium
15.	Lease Agreement	Wynfield Home Owners Association	Perpetual Easement on tract of land in Mecklenburg County, NC at the NE corner of the intersection of Gillead Road and Wynfield Parkway and West of the intersection of Ranson Road and Gillead Road.	No	Consortium
16.	Contractor Agreement	Fletchers Line Burying Service, Inc.	Unclear	No	Consortium
17.	Contractor Agreement	Crown Fiber dba Myers Cable, Inc.	Mooreville extension project	No	Consortium
18.	Underground Facility Locating and Marking Services	Utiliquist LLC	Seller service territory in and around Mooreville	Seller may not assign the agreement without consent	Consortium
19.	Services Agreement	Imagistics	Maintenance for copier in Mooreville office	Seller may not assign the agreement without consent	Consortium

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
20.	Multiple Dwelling Units Agreement	Abberly Green Mooresville – Phase I & II – Limited Partnership (Managed by H.H. Hunt Company)	Abberly Green Apartments Iredell County, NC	Seller may not assign the agreement without consent, except to an affiliate or subsidiary or to a person or entity to which it sells all or substantially all of its assets in Iredell County, NC.	Consortium

II. Contracts Applying to Consortium and Non-Consortium Systems

	<u>Type of Contract</u>	<u>Other Party</u>	<u>Name/Location of Property or Service</u>	<u>Consent Required for Assignment</u>	<u>Party to Receive Contract</u>
1.	Pole Attachment Agreement	Energy United			Each party will need partial assignment
2.	Pole Attachment Agreement	Alltel			Each party will need partial assignment

Schedule 3.14(a)(vi)
Contracts - Third Party Rights

None.

Schedule 3.19(e)
Equity Security

None.

Schedule 3.20
Location of Real Property

See Schedule 1.1(b)

Schedule 3.22
Insurance

As of 8/1/07

<u>Coverage</u>	<u>Insurance Company</u>	<u>Limits of Liability</u>	<u>Deductible</u>	<u>Policy Type</u> <i>[O]ccur'ce</i> <i>[C]laims Made</i>	<u>Policy Period</u>
Aircraft Hull & Liability	AIG Aviation	\$300,000,000	None	O	4/1/07-10
Auto Liability	Ace American	\$5,000,000 Combined single limit	\$3,000,000	O	6/1/07-08
Commercial General Liability	Ace American	\$2,000,000 per Occr \$20,000,000 Agg	\$2,000,000/ Occr \$1,000,000/legal exp	O	6/1/07-08
Crime Insurance	National Union	\$50,000,000	\$50,000	O	6/1/07-08
Directors & Officers	National Union	\$250,000,000	\$5,000/\$50,000 \$25,000,000 Clause IB	C	1/11/07-08
Employment Practices Liability	National Union	\$160,000,000	\$5,000,000/Claim \$10,000,000/Class Action	C	9/28/06-07
Errors & Omissions	National Union	\$160,000,000	\$5,000,000	C	9/28/06-07
Excess Liability	National Union Fire	\$350,000,000	Underlying Coverage Limits	O	6/1/07-08
Fiduciary Liability	XL	\$100,000,000	\$5,000,000	C	9/28/06-07
Ocean Cargo	National Union	\$10,000,000	None	C	6/1/07-08
Patent Infringement	National Union	\$160,000,000	\$20,000,000	C	9/28/06-07
Production Insurance	National Union	\$80,000,000	\$1,000,000	O	8/1/06-07
Property Insurance	FM Global	\$1,000,000,000	\$1,000,000	O	3/1/07-08

Workers
Compensation Ace American \$2,000,000 \$1,000,000 O 06/01/07-08

Insurance Coverage Summary Description

Aircraft Hull & Liability- Liability arising from the use of Company-owned or leased aircraft, and physical damage to those aircraft. (3)

Automobile Liability- Company owned or lease vehicles; physical damage is not included. (1)

Commercial General Liability- Third party claims against the Company alleging bodily injury or property damage. (1)

Crime Insurance- Losses caused by employee theft or defalcation. (1)

Directors & Officers Liability Insurance- Claims made against directors and officers of the Company for alleged wrongful acts committed in their respective capacities as directors or officers for the Company. (3)

Employment Practices Liability- Claims alleging wrongful termination, harassment or discrimination. (2)

Errors & Omissions- Allegations of breach of privacy, libel, slander, infringement of copyright, plagiarism, unauthorized use of names and trademarks, breach of implied contract and failure to give credit. (2)

Excess Liability- Losses exceeding the limits of the primary general liability and auto liability insurance. (1)

Fiduciary Liability- Any breach of the responsibilities by the ERISA Act upon fiduciaries of an investment or health plan. (3)

Ocean Cargo/Transit- Property damaged or lost while in transit in or outside the US. (3)

Patent Infringement- Allegations of patent infringement. (2)

Production Insurance (Motion picture, TV or video)- Physical damage to sets, third party property, film, negatives and office equipment; interruptions in production due to damage, death/illness of cast members. (1)

Property Insurance- All Risk of physical loss or damage to property owned by Time Warner Cable; non-owned property of Time Warner Cable for which TWC is contractually responsible; coverages for boilers and machinery is included. (1)

Workers Compensation- Work related injuries to all Company employees. (1)

Notes

- (1) Company can select its own legal counsel;
- (2) Company can select its own legal counsel, but is limited to \$350/hr;
- (3) Company can select its own counsel, but with concurrence from insurance carrier;

Schedule 5.5
Employees

Akscin, Frank

Ard, Thomas J.

Benson, Alan S.

Brown, Lafonda D.

Brown, Lisa Ann G.

Cardwell, Michael B.

Carrington, Robert N.

Cartrette Jr., Clifford

Carver-Terry, Melinda D.

Christian, Edwin J.

Cox, Cory R.

Cribbs, Scott E.

Dilday, Bruce W.

Dunlap, Jason N.

Dwyer, Trevor

Ellis, Sabrina K.

Flowe, Rekco L.

Gamble, Jacqueline K.

Geisler, James C.

Hahn Jr., Kirk

Hardy, Matthew T.

Hawkins, Patricia E.

Higginbotham, Vallarie J.

Johnson, Craig S.

Johnson, Richard L.

Jones, Anna A.

Keener, Clinton M.

Landro, James M.

Lyne, Kenneth C.

Mayfield, Barbara N.

O'Neal, Seth A.

Parsons, Jason C.

Perez, David L.

Poore, James E.

Richard, Tommy

Scheirer, Matthew

Sherrill, Jennifer R.

Silliman, Clint

Wagner, Barry A.

Wagner, Joseph R.

Williams, Troy L.

Schedule 6.1(f)
Seller Required Approvals

None.