

the 1933 Act within three months of the Exchange Date, AT&T shall provide customary registration rights in respect of such excess shares. The provisions of this Section 9.23(b) shall also apply to any Dividend Stock.

(c) AT&T shall not effect any stock dividend the record date for which is between the date following the Record Date and the Exchange Date, inclusive.

(d) The shares of AT&T Common Stock (and Dividend Stock, if any) issued on exchange of the AT&T Exchangeable Preferred Stock shall be considered Registrable Securities (as defined in the AT&T Registration Rights Agreement), but subject to the last sentence of such definition.

ARTICLE 10 CONDITIONS TO THE MERGERS

SECTION 10.01. *Conditions to the Obligations of Each Party.* The obligations of each party hereto to consummate the Mergers are subject to the satisfaction of the following conditions:

- (a) the Comcast Shareholders' Approval shall have been obtained;
- (b) the AT&T Shareholders' Approval shall have been obtained;
- (c) any applicable waiting period under the HSR Act relating to the Mergers or the other transactions contemplated hereby shall have expired or been terminated;
- (d) no material provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Mergers or the other transactions contemplated hereby;
- (e) the Registration Statement shall have been declared effective and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for such purpose shall be pending before or threatened by the SEC;
- (f) the shares of Parent Common Stock to be issued in the Mergers (other than the shares of Parent Class B Common Stock) or reserved for issuance in connection with the Mergers pursuant to Section 9.12 shall have been approved for listing on Nasdaq, subject to official notice of issuance;

(g) all License Consents, Franchise Consents, PUC Consents and other consents and waivers, including waivers of all Purchase Rights, shall have been obtained, be in effect and be subject to no limitations, conditions, restrictions or obligations, except for such consents the failure of which to obtain would not, and such limitations, conditions, restrictions or obligations as would not, individually or in the aggregate, reasonably be expected to have a Comcast Material Adverse Effect or an AT&T Broadband Material Adverse Effect;

(h) no court, arbitrator or other Governmental Authority shall have issued any order, and there shall not be any statute, rule or regulation restraining or prohibiting the effective operation of the business of Parent or the AT&T Broadband Group, AT&T Broadband and the AT&T Broadband Subsidiaries or Comcast and the Comcast Subsidiaries after the Effective Time that would, individually or in the aggregate, reasonably be expected to have a Comcast Material Adverse Effect or an AT&T Broadband Material Adverse Effect;

(i) the Separation and the Distribution shall have been completed in accordance in all material respects with the terms of the Separation and Distribution Agreement such that, among other things, immediately prior to the Effective Time, AT&T Broadband and the AT&T Broadband Subsidiaries are no longer AT&T Subsidiaries;

(j) AT&T shall have obtained a supplemental private letter ruling or rulings from the IRS, in form and substance reasonably satisfactory to AT&T and Comcast, on the basis of submissions to the IRS which are reasonably satisfactory to AT&T and Comcast (provided that Comcast shall not be entitled to review those portions of any submission to the IRS that contain (1) information that relates to the AT&T Communications Business (as defined in the Separation and Distribution Agreement) or (2) information disclosure of which to Comcast could (A) violate a confidentiality or similar agreement between AT&T or one of the AT&T Subsidiaries and another Person or (B) have a significant adverse effect on AT&T or any of its businesses), which shall be in effect on the Closing Date, to the effect that (x) the Separation and Distribution qualify as tax-free transactions pursuant to Sections 355 and 368(a) of the Code, (y) the Mergers will not cause the Separation and Distribution to fail to be qualified as a tax-free transaction pursuant to Section 355 of the Code and (z) the Separation and Distribution will not cause the distribution by AT&T of all of the common stock of AT&T Wireless Services, Inc. or of Liberty Media Corporation to fail to qualify as tax-free transactions pursuant to Sections 355 and 368(a) of the Code. In lieu of obtaining the supplemental private letter ruling from the IRS described in the immediately preceding sentence, AT&T and Comcast may mutually agree to obtain an opinion to the same effect from tax counsel of a nationally recognized reputation mutually acceptable to AT&T and Comcast in form and substance reasonably satisfactory to AT&T and Comcast, on the basis of certain facts,

representations and assumptions set forth in such opinion, dated the Closing Date. In rendering the opinion described in the preceding sentence, such tax counsel may request and shall be entitled to rely upon certain documentation, including customary representations of officers of AT&T and Comcast;

(k) each of the Transaction Agreements shall have been executed and delivered by each of the parties thereto; and

(l) AT&T shall (i) have obtained Note Consents (which shall be in full force and effect), or defeased, purchased or acquired Indebtedness (or any combination of the foregoing), in respect of at least 90% in aggregate principal amount of the securities outstanding as of the date of this Agreement issued under the Notes Indenture and (ii) not have issued after the date of this Agreement any securities under the Notes Indenture if consummation of the Distribution or the other transactions contemplated hereby would or may require a consent of the holders of such securities.

SECTION 10.02. *Conditions to the Obligations of AT&T.* The obligations of AT&T to consummate the AT&T Broadband Merger are subject to the satisfaction of the following further conditions:

(a) (i) Comcast shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, (ii) the representations and warranties of Comcast contained in Sections 5.02, 5.03, 5.05, 5.08, 5.22 and 5.25 shall be true in all material respects at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), (iii) the other representations and warranties of Comcast contained in this Agreement and in any certificate or other writing delivered by Comcast pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or a Comcast Material Adverse Effect or any similar standard or qualification, shall be true and correct at and as of the Effective Time, as if made at and as of such time (other than representations or warranties that address matters only as of a certain date, which shall be true and correct as of such date), with only such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have a Comcast Material Adverse Effect and (iv) AT&T shall have received a certificate signed by an executive officer of Comcast to the foregoing effect;

(b) AT&T shall have received an opinion of Wachtell, Lipton, Rosen & Katz in form and substance reasonably satisfactory to AT&T, on the basis of certain facts, representations and assumptions set forth in such opinion, dated the Closing Date, to the effect that the Mergers will be treated for United States

federal income tax purposes as 351 Transactions. In rendering such opinion, Wachtell, Lipton, Rosen & Katz may require and shall be entitled to rely upon certain documentation, including customary representations of officers of Comcast and AT&T; and

(c) Comcast Shareholder (or its successor) shall have performed in all material respects its obligations under the Support Agreement, and the Support Agreement shall be in full force and effect.

SECTION 10.03. *Conditions to the Obligations of Comcast.* The obligations of Comcast to consummate the Comcast Merger are subject to the satisfaction of the following further conditions:

(a) (i) AT&T shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, (ii) the representations and warranties of AT&T contained in Sections 6.02, 6.03, 6.05, 6.06(b), 6.06(c), 6.08, 6.22, 6.26 and 6.27 of this Agreement shall be true in all material respects at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), (iii) the other representations and warranties of AT&T contained in this Agreement and in any certificate or other writing delivered by AT&T pursuant hereto disregarding all qualifications and exceptions contained therein relating to materiality or AT&T Broadband Material Adverse Effect or any similar standard or qualification shall be true at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), with only such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have an AT&T Broadband Material Adverse Effect and (iv) Comcast shall have received a certificate signed by an executive officer of AT&T to the foregoing effect; and

(b) Comcast shall have received an opinion of Davis Polk & Wardwell in form and substance reasonably satisfactory to Comcast, on the basis of certain facts, representations and assumptions set forth in such opinion, dated the Closing Date, to the effect that the Mergers will be treated for United States federal income tax purposes as a 351 Transactions. In rendering such opinion, Davis Polk & Wardwell may require and shall be entitled to rely upon certain documentation, including customary representations of officers of Comcast and AT&T.

ARTICLE 11
TERMINATION

SECTION 11.01. *Termination.* This Agreement may be terminated and the Mergers may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the shareholders of Comcast or AT&T or AT&T Broadband):

(a) by mutual written agreement of Comcast and AT&T;

(b) by either Comcast or AT&T, if:

(i) the Mergers have not been consummated on or before March 1, 2003 (the “**End Date**”); *provided, further*, that the right to terminate this Agreement pursuant to this Section 11.01(b)(i) shall not be available to any party hereto whose breach of any provision of this Agreement results in the failure of the Mergers to be consummated by the End Date;

(ii) (A) there shall be any material law or regulation that makes consummation of the Mergers or any of the other material transactions contemplated hereby illegal or otherwise prohibited or (B) any judgment, injunction, order or decree of any court or other Governmental Authority having competent jurisdiction enjoining the parties hereto from consummating the Mergers or any of the other material transactions contemplated hereby is entered and such judgment, injunction, order or decree shall have become final and non-appealable;

(iii) the Comcast Shareholders’ Approval shall not have been obtained at the Comcast Shareholders’ Meeting (or any adjournment or postponement thereof); or

(iv) the AT&T Shareholders’ Approval shall not have been obtained at the AT&T Shareholders’ Meeting (or any adjournment or postponement thereof);

(c) by AT&T if:

(i) Comcast’s Board of Directors shall have failed to call the Comcast Shareholders’ Meeting in accordance with Section 7.02(a), or shall have breached its obligation under Section 7.02(b);

(ii) a breach of any representation, warranty, covenant or agreement on the part of Comcast set forth in this Agreement shall have occurred that would cause the condition set forth in Section 10.02(a) not to

be satisfied, and such condition shall be incapable of being satisfied by the End Date;

(iii) AT&T shall have failed to call the AT&T Shareholders' Meeting pursuant to the exercise of its delay rights under Section 8.02(a) for a period of 120 calendar days from the date the SEC has notified the parties of its willingness to declare the Registration Statement effective; or

(iv) AT&T shall have the right to terminate this Agreement pursuant to Section 9.18(b), but subject to the provisions of Section 9.18(b);

(d) by Comcast if:

(i) AT&T's Board of Directors shall have failed to recommend or withdrawn, or modified in a manner adverse to Comcast, its approval or recommendation of this Agreement, or shall have failed to call the AT&T Shareholders' Meeting in accordance with Section 8.02(a) (or AT&T's Board of Directors resolves to do any of the foregoing);

(ii) AT&T shall have willfully and materially breached any of its obligations under Section 8.02(b) or 8.03;

(iii) a breach of any representation, warranty, covenant or agreement on the part of AT&T set forth in this Agreement shall have occurred that would cause the condition set forth in Section 10.03(a) not to be satisfied, and such condition shall be incapable of being satisfied by the End Date; or

(iv) AT&T shall have failed to call the AT&T Shareholders' Meeting pursuant to the exercise of its delay rights under Section 8.02(a) for a period of 90 calendar days from the date the SEC has notified the parties of its willingness to declare the Registration Statement effective.

The party hereto desiring to terminate this Agreement pursuant to this Section 11.01 (other than pursuant to Section 11.01(a)) shall give notice of such termination to the other parties.

SECTION 11.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 11.01, this Agreement shall become void and of no effect without liability of any party hereto (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to the other parties hereto, except that (a) the agreements contained in this Section 11.02, in the Confidentiality Agreements (subject to the terms thereof), and in Section 11.03

shall survive the termination hereof and (b) no such termination shall relieve any party hereto of any liability or damages resulting from any intentional breach by such party of a covenant or other agreement included in this Agreement or any knowing breach of a representation or warranty included in this Agreement.

SECTION 11.03. *Fees and Expenses.* (a) Except as otherwise provided in this Section 11.03, all costs and expenses incurred in connection with this Agreement and the other Transaction Agreements shall be paid by the party incurring such cost or expense whether or not the Mergers are consummated. Notwithstanding the foregoing, (i) AT&T shall pay any costs and expenses incurred by AT&T Broadband or any AT&T Broadband Subsidiary in connection with this Agreement and the other Transaction Agreements that are in excess of \$120 million (exclusive of any costs and expenses incurred by AT&T Broadband or any AT&T Broadband Subsidiary as described in clauses (ii), (iii), (iv) and (v) of this sentence), (ii) AT&T Broadband shall pay any costs and expenses incurred in connection with any financing arrangements entered into by AT&T Broadband as contemplated by Section 9.15, (iii) AT&T Broadband shall pay any costs and expenses (to the extent not paid by Parent) incurred in connection with the actions contemplated by Section 9.16, (iv) AT&T Broadband shall pay 50% of any costs and expenses incurred by AT&T or any of its Subsidiaries in connection with obtaining the Note Consents (through either a one-time cash payment of a consent fee or through a coupon increase or a combination thereof) that are in excess of \$50 million, subject to and as determined in accordance with Sections 11.03(b) and 11.03(c), and (v) AT&T (other than any AT&T Broadband Entity) and Comcast each shall pay 50% of any fees and expenses, other than attorneys' and accounting fees and expenses, incurred in relation to the printing, filing and mailing of the Registration Statement and the Joint Proxy Statement.

(b) The costs of obtaining the Note Consents shall include (i) any transaction costs paid in obtaining the Note Consents (including, without limitation, the costs, expenses and commissions of any solicitation agent, counsel, financial advisors and underwriters, any printing and mailing costs, any SEC filing fees, rating agency fees and any costs of the trustee under the Notes Indenture for which AT&T or any Affiliate thereof is responsible) plus (ii)(A) the amount of any one-time cash payment made to obtain a Note Consent, and (B) with respect to an increase in the coupon on any of the series of securities issued under the Notes Indenture in connection with obtaining a Note Consent, the amount equal to the excess of the present value of the increased coupon on such series of securities over the present value of the coupon on such series of securities immediately prior to the increase of the coupon, in each case calculated based on "market convention" (*e.g.*, calculated on a 30/360 day basis in the case of a domestic fixed rate note and on an actual/360 day basis in the case of a floating rate note, etc.) using a discount rate equal to the Market Rate (determined as specified below in Section 11.03(c)). The amounts described in clauses (i) and

(ii) of the immediately preceding sentence shall be reduced by the amount of any present or future tax benefit to AT&T as a result of making any payments of such amounts. Such tax benefit shall be calculated by multiplying the payment giving rise to the tax benefit by the highest combined federal, state and local marginal corporate tax rate in effect as of the Effective Time and, in the case of any future tax benefit, by discounting such future tax benefit at the Market Rate.

(c) The Market Rate shall be determined by mutual agreement of AT&T and Comcast. In the event AT&T and Comcast cannot reach agreement within five (5) calendar days of the date of determination (as set forth below), the Market Rate shall be determined by a process in which AT&T and Comcast will mutually appoint four broker/dealer firms of national reputation to determine the then-current market yield for each impacted series of securities. After each firm has determined the then-current market yield for each impacted series of securities, the arithmetic average of the four rates will be the Market Rate. In determining each such Market Rate, the impacted series of securities shall be deemed to be securities of AT&T, after giving effect to the Separation, Distribution and the Mergers. Any determination of Market Rate pursuant to this Section 11.03(c) shall be final and binding. Each of AT&T and Comcast shall bear the fees and expenses of the broker/dealer firms which it appoints in making such determinations. The Market Rate shall be determined in the case of clause (ii)(B) of Section 11.03(b) as of the settlement date of the transaction.

(d) If this Agreement is terminated pursuant to Section 11.01(b)(iii) or 11.01(c)(i), Comcast shall pay to AT&T a termination fee of \$1.5 billion in cash (without duplication) (the “**Comcast Termination Fee**”).

(e) If this Agreement is terminated pursuant to Section 11.01(d)(i) or 11.01(d)(ii), AT&T shall pay to Comcast a termination fee of \$1.5 billion in cash (without duplication) (the “**AT&T Termination Fee**”).

(f) If (i) this Agreement is terminated pursuant to Section 11.01(b)(iv), (ii) after the date hereof and prior to the AT&T Shareholders’ Meeting, an AT&T Broadband Acquisition Proposal is made or continued or renewed by any Person and not withdrawn prior to the AT&T Shareholders’ Meeting and (iii) within one year of the AT&T Shareholders’ Meeting, either (A) AT&T or any AT&T Subsidiary enters into an agreement with any Person with respect to an AT&T Broadband Acquisition Proposal, that provides for (I) transfer or issuance of securities representing more than 50% of the equity or voting interests in AT&T or the AT&T Broadband Group or 75% of the equity or voting interests in any AT&T Significant Broadband Subsidiary, (II) a merger, consolidation, recapitalization or another transaction resulting in the issuance of cash or securities of any Person (other than a reincorporation or a holding company merger that results in the AT&T shareholders owning all of the equity interests in

the surviving corporation) to AT&T shareholders in exchange for more than 50% of the equity or voting interests in AT&T or the AT&T Broadband Group or 75% of the equity or voting interests in any AT&T Significant Broadband Subsidiary or (III) transfer of assets, securities or ownership interests representing more than 50% of the consolidated assets or EBITDA generating power of AT&T or the AT&T Broadband Group or 75% of the consolidated assets or EBITDA generating power of any AT&T Significant Broadband Subsidiary or (B) any Person commences a tender offer that results in the acquisition by the Person making the tender offer of a majority of the AT&T Common Stock, then AT&T shall pay to Comcast the AT&T Termination Fee.

(g) Any payment of the Comcast Termination Fee or AT&T Termination Fee pursuant to this Section 11.03 shall be made within one Business Day after termination of this Agreement, except that any payment of the AT&T Termination Fee pursuant to Section 11.03(f) shall be paid within one Business Day after it becomes payable. Any payment of the Comcast Termination Fee or AT&T Termination Fee shall be made by wire transfer of immediately available funds. If any party hereto fails to pay to the other parties promptly any fee or expense due hereunder (including the Comcast Termination Fee or AT&T Termination Fee), the defaulting party shall pay the costs and expenses (including legal fees and expenses) in connection with any action, including the prosecution of any lawsuit or other legal action, taken to collect payment, together with interest on the amount of any unpaid fee at the publicly announced prime rate of The Bank of New York in New York City from the date such fee was required to be paid to the date it is paid.

(h) Notwithstanding any other provision of this Agreement, any payment by AT&T of the AT&T Termination Fee or any payment by Comcast of the Comcast Termination Fee, in each case pursuant to Section 11.03, shall relieve (i) AT&T and AT&T Broadband or (ii) Comcast, as the case may be, from any further liability or damages under any provision of this Agreement (other than Section 11.03(a)) or in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 12 MISCELLANEOUS

SECTION 12.01. *Notices.* All notices, requests and other communications to any party hereto shall be in writing (including facsimile transmission) and shall be given,

if to AT&T, to:

(NY) 05726/135/MA/bid.contract.wpd

AT&T Corp.
295 North Maple Avenue
Basking Ridge, New Jersey 07920
Attention: Marilyn J. Wasser
Fax: (908) 953-8360

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Richard D. Katcher
 Steven A. Rosenblum
 Stephanie J. Seligman
Fax: (212) 403-2000

if to Comcast or Merger Sub, to:

Comcast Corporation
1500 Market Street
Philadelphia, Pennsylvania 19102
Attention: General Counsel
Fax: (215) 981-7794

with a copy to

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: Dennis S. Hersch
 William L. Taylor
Fax: (212) 450-4800

or such other address or facsimile number as such party hereto may hereafter specify for such purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. on a Business Day, in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

SECTION 12.02. *Survival.* The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement. The AT&T

Confidentiality Agreement shall terminate at the Effective Time. The covenants and agreements herein that relate to actions to be taken at or after the Effective Time shall survive the Effective Time.

SECTION 12.03. *Amendments; No Waivers.* (a) Subject to applicable law, any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of the parties hereto or, in the case of a waiver, by each party against whom the waiver is to be effective; *provided* that, after the adoption of this Agreement by the shareholders of Comcast or AT&T, no such amendment or waiver shall be made or given that requires the approval of the shareholders of Comcast or AT&T, respectively, unless such required approval is obtained.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 12.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party hereto may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

SECTION 12.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of the State of New York.

SECTION 12.06. *Jurisdiction.* Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court located in the State of New York or any New York state court, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on either party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of

process on such party as provided in Section 12.01 shall be deemed effective service of process on such party.

SECTION 12.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 12.08. *Counterparts; Effectiveness.* This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

SECTION 12.09. *Entire Agreement; No Third Party Beneficiaries.* (a) This Agreement, and the other Transaction Agreements, together with the Confidentiality Agreements, constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter of this Agreement.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Sections 4.01(e), 9.08, 9.11 and 9.14, the first sentence of Section 9.21 and the last sentence of Section 12.03(a) (which is intended to be for the benefit of the Persons covered thereby). AT&T shall be entitled to enforce the provisions of Sections 4.03, 4.04 and 4.05 after the Effective Time.

SECTION 12.10. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 12.11. *Specific Performance.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of New York or any New York state court, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 12.12. *Schedules.* Each of Comcast and AT&T has set forth information in its respective disclosure schedule in a section thereof that corresponds to the portion of the Section of this Agreement to which it relates. A matter set forth in one section of the disclosure schedule need not be set forth in any other section of the disclosure schedule so long as its relevance to the latter section of the disclosure schedule or Section of the Agreement is apparent on the face of the information disclosed in the disclosure schedule. The fact that any item of information is disclosed in a disclosure schedule shall not be construed to mean that such information is required to be disclosed by this Agreement. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms “material” or “Material Adverse Effect” or other similar terms in this Agreement, except as otherwise expressly set forth in such disclosure schedules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AT&T CORP.

By: /s/ C. Michael Armstrong
Name: C. Michael Armstrong
Title: Chairman and Chief
Executive Officer

AT&T BROADBAND CORP.

By: /s/ Raymond E. Liguori
Name: Raymond E. Liguori
Title: President

COMCAST CORPORATION

By: /s/ Ralph J. Roberts
Name: Ralph J. Roberts
Title: Chairman

AT&T COMCAST CORPORATION

By: /s/ Brian L. Roberts
Name: Brian L. Roberts
Title: President

AT&T BROADBAND ACQUISITION
CORP.

By: /s/ Brian L. Roberts
Name: Brian L. Roberts
Title: President

COMCAST ACQUISITION CORP.

By: /s/ Brian L. Roberts
Name: Brian L. Roberts
Title: President

APPENDIX 2

APPENDIX 2

List of Licenses to be Transferred

I. Comcast Licenses

A. Cable Television Relay Service (CARS) Licenses

Licensor	Location	FRN	Call Sign	Exp. Date
Comcast Cablevision Corporation of California	Dover, NJ	0004-1443-58	WGZ-467	11/1/2002
	Manahawkin, NJ	0004-1443-58	WGZ-468	11/1/2002
	Los Alamos, NM	0004-1443-58	WLY-731	8/1/2005
Comcast Cablevision of Alabama, Inc.	Mobile, AL	0003-2517-17	KD-55012	10/1/2003
	Pima, AZ	0001-6048-18	WHZ-572	5/1/2002
Comcast Cablevision of Central New Jersey, Inc.	Trenton, NJ	0001-8047-72	WGK-587	7/1/2003
	East Windsor, NJ	0001-8047-72	WGZ-416	4/1/2002
	Detroit, MI	0002-7505-37	WHZ-473	9/1/2006
Comcast Cablevision of Eastern Shore, Inc.	Thoreau, NM	0004-5468-42	WGV-980	9/1/2005
	Near Berlin, MD	0004-5468-42	WSV-48	2/1/2006
Comcast Cablevision of Garden State, L.P.	Springfield, NJ	0003-2551-71	WGZ-295	9/1/2006
	Morgan City, AL	0003-2517-33	WAK-823	5/1/2005
Comcast Cablevision of Huntsville, Inc.	Huntsville, AL	0003-2517-33	WBG-892	2/1/2005
	Broadcast Peak, CA	0003-4714-63	WCH-466	4/1/2002
Comcast Cablevision of Lompoc, LLC	Prince Frederick, MD	0001-6053-69	WHZ-355	10/1/2006
	Near New Baltimore, MI	0005-7688-58	WGZ-398	3/1/2002
Comcast Cablevision of Michigan, LLC	Algonac, MI	0005-7688-58	WHZ-919	10/1/2004
	Woodbridge, NJ	0003-3061-31	KB-60126	5/1/2003
Comcast Cablevision of New Jersey, Inc.	Verona, NJ	0003-3061-31	KC-7712	7/1/2003
	Union, NJ	0003-3061-31	WBM-749	6/1/2002

Licensee	Location	FRN	Call Sign	Exp. Date
Comcast Cablevision of New Mexico/Pennsylvania, Inc.	Reading, PA	0004-5319-19	KD-55010	10/1/2002
	Twin Buttes, NM	0004-5319-19	WHZ-704	5/1/2003
	Las Cruces, NM	0004-5319-19	WIZ-51	11/1/2005
Comcast Cablevision of New Mexico, Inc.	Albuquerque, NM	0001-6220-67	WLY-298	6/1/2006
	Santa Maria, CA	0003-4715-70	KHS-76	5/1/2005
Comcast Cablevision of Santa Maria, LLC	Santa Maria, CA	0003-4715-70	WHZ-741	7/1/2003
	Milmay, NJ	0003-2522-10	KD-55013	7/1/2004
Comcast Cablevision of South Jersey, Inc.	New Holland, PA	0003-2641-32	KD-55014	7/1/2004
	Harrisburg, PA	0003-2641-32	KD-55015	7/1/2004
	Cedar Knoll, PA	0003-2641-32	KD-55016	7/1/2004
	Taylor, MI	0002-7608-74	WHZ-792	12/1/2003
Comcast Cablevision of Taylor, Inc.	Washington, DC	0006-1096-23	WHZ-681	2/1/2003
	Rome, GA	0006-1321-95	KD-55000	9/1/2003
Comcast Cablevision of the South	Summerville, GA	0006-1321-95	WAJ-769	6/1/2002
	Lafayette, GA	0006-1321-95	WAN-950	6/1/2002
	Lookout Mtn., TN	0006-1321-95	WAP-522	6/1/2002
	Glade Springs, VA	0006-1321-95	WGV-594	6/1/2004
	Sharps Ridge, TN	0006-1321-95	WHZ-719	6/1/2003
	Naples, FL	0002-2106-64	KD-55006	8/1/2006
	Lodi Twp., MI	0002-2106-64	WUZ-255	7/1/2006
Comcast Cablevision of the South, Inc.	Commerce Twp., MI	0002-2106-64	WHZ-798	12/1/2003
	Manahawkin, NJ	0002-2106-64	WMC-693	1/1/2004
	Chatsworth, NJ	0002-2106-64	WHZ-431	6/1/2006
	Pontiac, MI	0002-2106-64	WHZ-799	12/1/2003
	Mars Sugarloaf Hill, VA	0001-6067-71	WLY-264	2/1/2006
Comcast Cablevision of Virginia, Inc.	Wildwood, NJ	0004-5008-49	WGF-91	2/1/2006

Licensee	Location	FRN	Call Sign	Exp. Date
	Middle Twp., NJ	0004-5008-49	WGF-92	2/1/2006
	Weymouth Twp., NJ	0004-5008-49	WGI-21	2/1/2006
	Vineland, NJ	0004-5008-49	WHU-32	2/1/2006
Comcast Rapid, LLC	Burrville, TN	0004-4345-10	WHZ-875	6/1/2004
	Warburg, TN	0004-4345-10	WLY-227	9/1/2005
Comcast SCH Holdings, Inc.	Leesburg, FL	0003-0186-29	WLY-373	8/1/2002

B. Licenses Transferred via ULS

License Name	Call Signs	ULS File No.	License Type
Comcast 38 GHz, Inc.	WMW543	0000-7754-77	CF
	WMW544		CF
	WMW545		CF
	WMW546		CF
	WPJC701		CF
	WPNA363		CF
Comcast Cable Communications, Inc.	WPPH898	0000-7830-28	IG
	WNJB477		IG
Comcast Cable Investors, Inc.	WSB400	LEAD APPLICATION 0000-7690-54	IG
Comcast Cablevision of Alabama, Inc.	KBZ579	0000-7696-05	IG
Comcast Cablevision of Arizona, Inc.	WPML491	0000-7742-92	GB
	WNTB819		MG
	WNTB820		MG
	WNTR598		MG
	WPNM877		MG
	WPNM878		MG

Licensee Name	Call Signs	DTS File No.	License Type
Comcast Cablevision Corporation of California	KGX288	0000-7695-35	IG
	KGT914		IG
	KNBP503		IG
	KTO940		IG
	KUN765		IG
	WNPB651		IG
	WPIS448		IG
	WSU488		IG
	WSU751		IG
	WYD508		IG
Comcast Cablevision of Carolina, Inc.	WNDY299	0000-7701-98	IG
Comcast Cablevision of Central New Jersey, Inc.	WID480	0000-7719-25	IG
Comcast Cablevision of Chesterfield County, Inc.	WPDH267	0000-7754-92	IG
Comcast Cablevision of Danbury, Inc.	WPRQ981	0000-7852-69	MG
Comcast Cablevision of Detroit, Inc.	WNEU603	0000-7743-06	MG
	WNEU604		MG
	WNEU605		MG
	WNEU606		MG
	WNEZ858		MG
	WNEZ859		MG

Licensee Name	Call Signs	ULS File No.	License Type
Comcast Cablevision of Delmarva, Inc.	KJA623	0000-7719-94	IG
	KJX994		IG
	KNDP294		IG
	WQD754		IG
Comcast Cablevision of Eastern Shore, Inc.	WNTL349	0000-7696-19	MG
	KNIE387		IG
Comcast Cablevision of Elkton, Inc.	WNHV741	0000-7743-27	IG
Comcast Cablevision of Flint, Inc.	KZD514	0000-7725-50	IG
	WPPF497		IG
Comcast Cablevision of Fort Wayne, LP	KYM975	0000-7725-32	IG
Comcast Cablevision of Garden State, LP	KNS487	0000-7743-64	IG
Comcast Cablevision of Gasden, Inc.	KSX724	0000-7721-83	IG
Comcast Cablevision of Groton, Inc.	KNFB681	0000-7725-38	IG
Comcast Cablevision of Harford County, Inc.	KR3872	0000-7726-01	IG
	KVG542		IG
Comcast Cablevision of Indianapolis, Inc.	WPQG298	0000-7732-35	IG
Comcast Cablevision of Levittown, Inc.	WPCM561	0000-7725-70	GU
Comcast Cable of Maryland, Inc.	WNNJ721	0000-7712-73	GU
	WPMB734		GU
	WNPW721		GU
	WPOU371		MG

Licensee Name	Call Signs	ULS File No.	License Type
Comcast Cablevision of Maryland, Inc.	WPNM496	0000-7712-90	MG
	WPOP221		MG
	WPHX754		GU
Comcast Cablevision of Maryland, LP	WPNG203	0000-7713-29	MG
	KLY633		GB
Comcast Cablevision of Mercer County, Inc.	KFM892	0000-7714-85	IG
Comcast Cablevision of Michigan, LLC	KNER225	0000-7755-54	IG
	KNFE581		IG
	WNVA823		IG
Comcast Cablevision of Middletown, Inc.	WCY268	0000-7724-83	IG
Comcast Cablevision of Monmouth County, Inc.	WPEY229	0000-7733-88	IG
Comcast Cablevision of Muncie, LP	KAS630	0000-7734-11	IG
	WNNA737		IG
	WPPP284		IG
Comcast Cablevision of Nashville I, LLC	WPKA423	0000-7734-51	IG
	WRM240		IG
	WYM671		IG
Comcast Cablevision of Nashville II, LLC	WNHX372	0000-7723-46	IG
Comcast Cablevision of New Haven, Inc.	KNCK779	0000-7722-99	IG
Comcast Cablevision of New Jersey, Inc.	KNBT323	0000-7735-16	GB
	KWZ466		IG

Licensee Name	Call Signs	FILS File No.	License Type
Comcast Cablevision of New Mexico, Inc.	WNYH320	0000-7735-29	IG
	WNBj616		IG
	WNBj617		IG
Comcast Cablevision of New Mexico/Pennsylvania, Inc.	KGV581	0000-7741-13	IG
	KLY517		IG
	KTN474		IG
	WZN981		IG
Comcast Cablevision of Paducah, Inc.	KKO683	0000-7721-37	IG

Licensee Name	Call Signs	ULS File No.	License Type
Comcast Cablevision of Philadelphia, Inc.	WNTP962	0000-7741-82	MG
	WNTP963		MG
	WNTP964		MG
	WNTZ486		MG
	WPOL936		MG
	WPOL985		MG
	WPOM203		MG
	WPOT671		MG
	WPOT672		MG
	WPOU662		MG
	WPOU663		MG
	WPOU664		MG
	WPOU665		MG
	WPOU666		MG
WPOU667	MG		
WPRQ902	MG		
WPRQ983	MG		

Licensee Name	Call Signs	ULS File No.	License Class
Comcast Cablevision of Philadelphia, Area I, Inc.	WNTA467	0000-7742-01	MG
	WPOS259		MG
	WPOS260		MG
	WPOS261		MG
	WPOS262		MG
	WPOS263		MG
	WPOS264		MG
	WPOS265		MG
Comcast Cablevision of Plainfield, Inc.	KVJ232	0000-7719-21	IG
Comcast Cablevision of Santa Maria, LLC	KGQ782	0000-7718-52	IG
Comcast Cablevision of Southeast Pennsylvania, Inc.	KNDJ922	0000-7755-13	IG
	KZF242		IG
Comcast Cablevision of the South	WPRH715	0000-7851-75	GB
	KNJG476		IG
	WNDT904		IG
	WPEZ780		IG
	WPEZ781		IG
	WPFJ755		IG
	WPFT704		IG
	WPMJ946		IG
	WPQJ979		GB
	WZR319		IG

Licensee Name	Call Signs	ULS File No.	License Type
Comcast Cablevision of the South, Inc.	KGB807	0000-7755-48	IG
	KNNM574		IG
	KST894		IG
	KYP715		IG
	WFA585		IG
	WNAD693		IG
	WNIL438		IG
	WNZF497		IG
	WPDW972		IG
	WQW325		IG
Comcast Cablevision of the District, LLC	WNNL379	000-7744-40	GU
Comcast Cablevision of Tupelo, Inc.	WNQA277	0000-7743-28	IG
	WPMY905		IG
Comcast Cablevision of Virginia, Inc.	WNVX206	0000-7712-23	GU
Comcast Cablevision of West Florida, Inc.	KB62673	0000-7711-33	IG
	KB66109		IG
	KSR346		IG
	KXL717		IG
	WPPC784		IG
	WPPY620		IG

Licensee Name	Call Signs	ULS File No	License Type
Comcast Cablevision of Wildwood, Inc.	KFA322	0000-7701-70	IG
	WIE653		IG
	WNJY572		IG
Comcast GPCI, Inc.	WNEY926		MG
Comcast Rapid, LLC	WNPk799	0000-7706-71	IG
Comcast SCH Holdings, Inc.	WNWK279	0000-7709-48	YX
Comcast WC Communications, Inc.	KNLB289	0000-7732-42	WS
	KNLB290		WS
Comcast WCS ME02, Inc.	KNLB204	0000-7733-70	WS
	WPQL636		WS
Comcast WCS ME04, Inc.	KNLB275	0000-7733-97	WS
	WPQL631		WS
Comcast WCS ME05, Inc.	KNLB276	0000-7734-49	WS
	KNLB278	0000-7735-34	WS
Comcast WCS ME16, Inc.	WPQL632		WS
	KNLB280	0000-7740-90	WS
Comcast WCS ME19, Inc.	KNLB281		WS
	WPQL633		WS
Comcast WCS ME22, Inc.	KNLB282	0000-7741-58	WS
Comcast WCS ME26, Inc.	KNLB283	0000-7741-92	WS
Comcast WCS ME28, Inc.	KNLB284	0000-7742-77	WS

Licensee Name	Call Signs	ULS File No.	License Type
First Television Corp.	KGN76	0000-7726-15	CF
	KGN77		CF
	KGP55		CF
	WLJ65		CF
Lenfest MCN, Inc.	KEM55	0000-7726-03	CF
	KEM56		CF
	WCT958		CF
	WCT959		CF
	WDU242		CF
	WDU244		CF
	WHD975		CF
	WHQ637		CF
	WML254		CF
	WHQ879		CF
New England Microwave, Inc.	WBA962	0000-7742-91	CF
	WBA963		CF
Outdoor Life Network	WPTR291	0000-7863-55	IG

Licensee Name	Call Signs	WT File No.	License Type
QVC, Inc.	WPOB999 WPOC209 WPOZ521 WPPS619 WPPW767 WPQH942 WPGE485 WPGE504 WPGS935 WPTB573 WNCX314 WNXC314 BLP01502 BLP01221	0000-7772-54	IG IG IG IG IG IG IG IG IG IG IG IG LP LP

C. Transmit-Receive Earth Stations

Licensee	FRN	Call Sign	Class of station
Comcast Cablevision of the South, Inc.	0002-2106-64	E000125 (expires 4/18/10)	Temporary-fixed
Comcast Cablevision of New Jersey, Inc.	0003-3061-31	E000360 (expires 9/6/10)	Temporary-Fixed
		E000423 (expires 9/20/10)	Temporary-Fixed
QVC Local, Inc.	0004-3775-52	E940271 (expires 6/24/04)	Temporary-Fixed
QVC, Inc.	0003-2537-21	E880105 (expires 5/27/08))	Fixed
		E872076 (expires 12/24/07)	Fixed
TGC, Inc. (DBA The Golf Channel)	0003-7248-53	E940479 (expires 12/9/04)	Fixed

D. International Section 214 Authorizations

Authorization Holder	File Number of Authorization to be Transferred	Type
Comcast Business Communications, Inc.	ITC-19941122-00591	Global Resale Service (global other than U.K.)
	ITC-214-19961122-00593	Global Resale Service (U.K. only)
Jones Cable Holdings, Inc.	ITC-214-20001120-00685	Global Resale Service (all points)

E. Domestic Section 214 Authorizations

Comcast is applying to transfer blanket domestic authorizations under section 214 of the Communications Act of 1934, as Amended, held by Comcast Business Communications, Inc. and its affiliated companies (Comcast Telecommunications of Michigan, LLC; Jones Cable Holdings, Inc.; and MH Lightnet, Inc.).

II. AT&T Broadband Licenses
 A. Cable Television Relay Service (CARS)

LICENSEE	FRN	CALLSIGN	LOCATION	ST	EXPIRES
AT&T BROADBAND H/ICI, LLC	0004998365	WSH-25	SOUTH BEND	IN	5/1/2005
AT&T BROADBAND OCNI, LLC	0004998423	WLY-230	PARKS TOWNSHIP	PA	10/1/2005
AT&T BROADBAND OF SOUTHERN CALIFORNIA, INC.	0004257457	WGS-890 WGV-956	NEAR CHICO-FOREST CHICO	CA CA	2/1/2004 9/1/2005
AT&T BROADBAND OF WEST VIRGINIA, LLC	0004997144	WHZ-325	PARK FOREST	IL	8/1/2002
AT&T CSC, INC.	0004133260	WAK-498 WCE-572	FITCHBURG NEAR GARDNER	MA MA	6/1/2002 4/1/2002
CABLE TV OF PUGET SOUND, INC.	0001587054	WBG-426 WSJ-21	NEAR BREMERTON SOUTH TACOMA	WA WA	10/1/2005 5/1/2005
COMMUNICATIONS SERVICES, INC.	0002322071	WGV-990 WHZ-677 WLY-761	WYLIE COMMERCE ALGONQUIN	TX TX IL	4/1/2006 2/1/2003 1/1/2007
EVERETT CABLEVISION, INC.	0004991287	WGI-787	EVERETT	WA	5/1/2003
HARBOR COMMUNICATIONS JOINT VENTURE	0004991295	WAN-201	ABERDEEN	WA	5/1/2005
H C G CABLEVISION, INC.	0004991311	KMA-56 WHZ-979	GEYSER PEAK HEALDSBURG	CA CA	5/1/2005 6/1/2005

LICENSEE COMPANY NAME LOCATION STATE EXPIRATION DATE

LICENSEE COMPANY NAME	LOCATION	STATE	EXPIRATION DATE
INTERMEDIA PARTNERS SOUTHEAST	TV MOUNTAIN	MT	12/1/2003
KING VIDEOCABLE COMPANY	WLY-664		
	0001544451		
	KB-60123	NEAR ELSINORE PEAK	CA 7/1/2006
	WAG-469	SAN ANDREAS	CA 5/1/2005
	WGK-480	PLACERVILLE	CA 9/1/2004
	WHZ-424	LAKE ELSINORE	CA 5/1/2006
	WHZ-425	ELSINORE PEAK	CA 5/1/2006
	WHZ-666	SUTTER HILL	CA 1/1/2003
	WLY-340	SAN ANDREAS	CA 1/1/2007
	WLY-523	SUTTER HILL	CA 3/1/2006
LASALLE TELECOMMUNICATIONS, INC.	WHZ-458	CHICAGO A4	IL 8/1/2006
	WHZ-984	CHICAGO	IL 6/1/2005
MEDIAONE ACQUISITIONS OF NORTHERN ILLINOIS, INC.	KA-80609	ELMHURST	IL 9/1/2006
	WGV-952	HOMEWOOD	IL 7/1/2006
MEDIAONE OF CALIFORNIA, INC.	WSH-22	LIVERMORE	CA 5/1/2005
MEDIAONE OF FRESNO, INC.	WCK-816	NEAR LIVERMORE	CA 7/1/2002
	WCK-817	MADERA	CA 7/1/2002
	WCK-818	CRESSY	CA 7/1/2002
	WCK-819	PLAINSBURG	CA 6/1/2002
	WGK-632	FRESNO	CA 8/1/2004
MEDIAONE OF GREATER FLORIDA, INC.	WGV-910	JACKSONVILLE	FL 11/1/2005
MEDIAONE OF LAKEWOOD, INC.	WGV-831	SIGNAL HILL	CA 9/1/2004
MEDIAONE OF LOS ANGELES, INC.	WGZ-256	LOS ANGELES	CA 3/1/2003

LICENSEE	FRN	CALL SIGN	LOCATION	ST	EXP DATE
		WHZ-678	LOS ANGELES	CA	2/1/2003
		WHZ-684	LOS ANGELES	CA	2/1/2003
		WHZ-843	CITY HALL	CA	4/1/2004
		WHZ-851	LOS ANGELES	CA	5/1/2004
		WLY-348	KA STUDIO	CA	2/1/2002
		WLY-501	COMPTON	CA	8/1/2005
		WLY-522	WHITTIER	CA	3/1/2006
MEDIAONE OF NORTHERN CALIFORNIA, INC.	0004991360	KA-80638	MARYSVILLE & YUBA CY	CA	9/1/2005
		WGZ-370	MARYSVILLE	CA	8/1/2002
MEDIAONE OF SIERRA VALLEYS, INC.	0003577970	WGV-515	REEDLEY	CA	1/1/2004
		WGV-843	MENDOTA	CA	4/1/2005
		WHZ-560	FRESNO	CA	4/1/2002
MEDIAONE OF ST. PAUL, INC.	0004991030	KB-60119	NEAR ST. PAUL	MN	8/1/2004
		WHZ-714	MINNEAPOLIS	MN	5/1/2003
		WLY-233	SAINT PAUL	MN	10/1/2005
SAN LEANDRO CABLE TELEVISION, INC.	0001695410	KB-60117	DUBLIN	CA	5/1/2005
		WHZ-582	HAYWARD	CA	6/1/2002
SOUTH CHICAGO CABLE, INC.	0004991394	WHZ-466	CHICAGO A5	IL	9/1/2006
TCI AMERICAN CABLE HOLDINGS, L.P.	0001604834	KA-80619	NEAR SPOKANE	WA	10/1/2002
		KA-80635	NEAR SPOKANE	WA	1/1/2004
		WHZ-528	SPOKANE	WA	2/1/2002
TCI CABLE PARTNERS OF ST. LOUIS, L.P.	0001604875	PENDING	HALF MOON BAY	CA	--
		WLY-757	DEVILS PEAK	CA	10/1/2006

LICENSE	CALL SIGN	LOCATION	ST	EXR DATE
TCI CABLEVISION OF CALIFORNIA, INC.	0001611086	WAL-205 CARMEN VALLEY VIL.	CA	8/1/2005
		WGU-387 MONTEREY	CA	5/1/2003
		WGV-948 SANTA CLARA	CA	8/1/2005
		WGV-955 LOMA PRIETA MOUNTAIN	CA	9/1/2005
TCI CABLEVISION OF DALLAS, INC.	0004991402	KA-80623 NEAR DALLAS	TX	2/1/2003
TCI CABLEVISION OF GEORGIA, INC.	0001610070	WLY-293 LOS TRANCOS WOODS	CA	6/1/2006
TCI CABLEVISION OF GREAT FALLS, INC.	0004991428	WGZ-362 CHESTER	MT	7/1/2002
TCI CABLEVISION OF MONTANA, INC.	0001610021	WAD-901 POLSON	MT	9/1/2004
		WAD-953 POINT SIX	MT	9/1/2004
		WDC-319 MISSOULA	MT	6/1/2005
		WGZ-359 EAST GLACIER	MT	7/1/2002
		WGZ-361 LIBBY	MT	7/1/2002
		WGZ-363 KALISPELL	MT	7/1/2002
		WHZ-748 HARLEM	MT	8/1/2003
		WLY-332 HOGBACK MOUNTAIN	MT	12/1/2006
		WLY-505 BLACKTAIL MOUNTAIN	MT	10/1/2005
		WLY-533 CHOTEAU	MT	4/1/2006
TCI CABLEVISION OF OREGON, INC.	0001561307	WAA-813 MARY'S PEAK	OR	5/1/2003
		WBH-335 LEBANON	OR	3/1/2006
TCI CABLEVISION OF PASCO COUNTY	0001806439	WGV-992 HICKORY HILLS	IL	9/1/2006
TCI CABLEVISION OF TWIN CITIES, INC.	0004991824	WGZ-298 CAPITOL PEAK	WA	8/1/2003
TCI CABLEVISION OF UTAH, INC.	0004534541	WGU-383 PIX PEAK	UT	2/1/2004
		WGV-509 SALT LAKE CITY	UT	1/1/2004

LICENSEE FRN CALL SIGN LOCATION ST EXPIRE DATE

LICENSEE	FRN	CALL SIGN	LOCATION	ST	EXPIRE DATE
TCI CABLEVISION OF WASHINGTON, INC.		WLY-250	CLARKSTON	UT	12/1/2005
		WAJ-770	SEATTLE	WA	5/1/2005
	0001610005	WBJ-751	ATOP CAPITOL PEAK	WA	3/1/2006
		WGZ-318	SEATTLE	WA	7/1/2003
		WGZ-319	SEATTLE	WA	2/1/2003
		WKZ-30	SEATTLE	WA	8/1/2005
		WLY-215	BREMERTON	WA	8/1/2005
		WSJ-901	CAMANO ISLAND	WA	8/1/2002
	WSJ-902	EVERETT	WA	8/1/2002	
TCI CABLEVISION OF WYOMING, INC.		WAG-468	CHEYENNE	WY	4/1/2005
TCI MICROWAVE, INC.		WHZ-634	LITTLE ROCK	MT	2/1/2005
	0001609650	WHZ-648	HINSDALE	MT	2/1/2005
		WHZ-654	GREAT FALLS	MT	2/1/2005
		WLY-492	NORTH POPLAR	MT	6/1/2005
		WLY-493	DEADMAN BUTTE	MT	6/1/2005
		WLY-624	GREAT FALLS	MT	3/1/2003
TCI OF EAST SAN FERNANDO VALLEY, L.P.		WGK-610	PETALUMA	CA	10/1/2004
		WGV-813	ROHNERT PARK	CA	3/1/2005
TCI OF GREENSBURG		KDJ-43	HEMPFIELD TOWNSHIP	PA	7/1/2003
TCI OF NORTHERN NEW JERSEY, INC.		WAB-570	GLENWOOD SPRINGS	CO	11/1/2002
		WHZ-363	ASPEN	CO	12/1/2005
		WLY-343	SEBASTIAN	FL	2/1/2002
TCI OF PENNSYLVANIA, INC.		WLY-482	TUOLUMNE	CA	5/1/2005

LICENSE	FIRN	CALLSIGN	LOCATION	ST	EXP
TCI OF SOUTHERN WASHINGTON	0004991840	WGI-775	GREEN MOUNTAIN	WA	5/1/2003
		WHZ-245	BOISTFORT PEAK	WA	12/1/2004
TCI OF TACOMA, INC.	0004991857	WBL-526	TACOMA	WA	1/1/2006
		KA-80646	SAN FRANCISCO AREA	CA	5/1/2002
TCI PACIFIC COMMUNICATIONS, INC.	0003611985				
TCI TKR OF CENTRAL FLORIDA, INC.	0004991865	WBH-637	BANNER	WY	11/1/2006
		WLY-563	BOSIN ROCK	WY	12/1/2006
TELEVENTS OF EAST COUNTY, INC.	0004991873	WGZ-293	WINDY POINT	CA	6/1/2002
TELEVENTS OF SAN JOAQUIN, INC.	0004991881	WAN-800	ORESTIMBA HILLS	CA	2/1/2004
		WDX-656	LOS BANOS	CA	4/1/2004
		WJA-72	MT. OSO	CA	5/1/2005
		WOX-20	LAFAYETTE	CA	5/1/2005
TELEVENTS, INC.	0001544733	WGH-81	MARTINEZ	CA	5/1/2005
		WHZ-346	DANVILLE	CA	10/1/2006
TELE-VUE SYSTEMS, INC.	0001578038	WAB-896	SALEM	OR	11/1/2003
		WAF-565	MARYSVILLE	CA	9/1/2004
		WAV-627	SEATTLE	WA	3/1/2005
		WAY-486	OROVILLE	CA	7/1/2004
		WLY-497	PETALUMA	CA	7/1/2005
UACC MIDWEST, INC.	0003578986	WGK-618	HAYWARD	CA	2/1/2006
		WHZ-692	PATTERSON PASS	CA	3/1/2003
		WJN-31	MODESTO	CA	5/1/2005
UNITED CABLE TELEVISION OF COLORADO, INC.	0001612316	WGH-335	JARRE CANYON	CO	4/1/2003

UNITED STATES FEDERAL COMMUNICATIONS COMMISSION

Company Name	Call Sign	Frequency	City	State	Effective Date	
UNITED CABLE TELEVISION SERVICES CORPORATION	KV-3813		BRISTOL	CT	4/1/2005	
	WAQ-364		ASONIA	CT	2/1/2006	
	WHZ-573		FARMINGTON	CT	5/1/2002	
	WHZ-733		BRISTOL	CT	7/1/2003	
WENTRONICS, LLC	KCS-54		SADDLEBACK MOUNTAIN	WY	5/1/2005	
	WCC-381		CASPER	WY	10/1/2002	
INSIGHT COMMUNICATIONS MIDWEST, LLC	KKK-46		BOONVILLE	IN	8/1/2005	
	KYX-60		LOUISIANA	MO	8/1/2005	
	KYX-69		HANNIBAL	MO	8/1/2005	
	WAJ-459		SHOALS	IN	8/1/2005	
	WCF-542		OREGON	IL	7/1/2002	
	WGF-97		JASPER	IN	4/1/2002	
	WHZ-840		DANVILLE	IL	4/1/2004	
	WPN-34		BELVIDERE	IL	8/1/2005	
	KANSAS CITY CABLE PARTNERS	WAE-602		KANSAS CITY	KS	5/1/2004
		WGW-207		INDEPENDENCE	MO	2/1/2002
WGW-219			KANSAS CITY	MO	2/1/2002	
WGW-220			KANSAS CITY	MO	2/1/2002	
WHZ-921			LEAVENWORTH	KS	1/1/2004	
WLY-353		FT. LEAVENWORTH	KS	4/1/2002		
MIDCONTINENT COMMUNICATIONS	WLY-345		CUSTER	SD	2/1/2002	
	WHZ-358		FT. PIERRE	SD	1/1/2006	
	WHZ-523		SPRINGVIEW	NE	1/1/2007	
	WGV-524		BISON	SD	3/1/2003	
	WAM-446		SISSETON	SD	8/1/2005	

LICENSE	CALL SIGN	LOCATION	ST	EXP DATE
	WPW-40	RUGBY	ND	8/1/2005
	WHZ-333	RELIANCE	SD	10/1/2005
	WBB-708	GRAFTON	ND	8/1/2006
	WBB-709	GRAND FORKS	ND	8/1/2006
	WBB-710	CAVALIER	ND	8/1/2006
	WLY-763	STEPHAN	SD	2/1/2007
	KD-55008	BOSTON	MA	8/1/2002
NEW ENGLAND CABLE NEWS				
	KW-4396	LACKAWANNA	NY	8/1/2005
0002148096	WAC-525	CONNEAUT	OH	1/1/2003
	WBD-866	TONAWANDA	NY	10/1/2003
	WBJ-250	LACKAWANNA	NY	11/1/2005
	WGH-439	WEST SENECA	NY	10/1/2002
	WGZ-314	MENTOR ON THE LAKE	NY	8/1/2002
	WGZ-328	KIRTLAND	OH	8/1/2002
	WGZ-329	GENEVA	OH	8/1/2002
	WGZ-331	CHARDON	OH	8/1/2002
	WGZ-332	ASHTABULA	OH	8/1/2002
	WGZ-354	HARBOR CREEK TWP.	PA	8/1/2002
	WGZ-397	LACKAWANNA	NY	3/1/2007
	WGZ-407	PAINESVILLE TWP.	OH	1/1/2003
	WLY-536	FREDONIA	NY	6/1/2006
	KB-60115	EL PASO	TX	12/1/2003
0003572153	KOD-31	PHARR	TX	11/1/2005
	KOD-35	WES LACO	TX	11/1/2005
	KOD-36	NEAR HARLINGEN	TX	11/1/2005
	KYX-61	PEARSALL	TX	11/1/2005
	KYX-62	LOMAS VISTA	TX	11/1/2005
	WAF-861	PORT ISABEL	TX	4/1/2004
TEXAS CABLE PARTNERS, L.P.				

LICENSE #	CALL SIGN	LOCATION	ST	EXP DATE
WGI-757	MOORE		TX	10/1/2002
WGI-758	EAGLE PASS		TX	10/1/2002
WGZ-450	ESCOBAS		TX	3/1/2003
WGZ-451	HORSESHOE RANCH		TX	4/1/2003
WGZ-452	BENAVIDES		TX	3/1/2003
WGZ-464	REALITOS		TX	3/1/2003
WHZ-780	EL PASO		TX	10/1/2003
WHZ-869	ONE NORTH		TX	6/1/2004
WGI-36	EL PASO		TX	1/1/2006
WJT-43	CORPUS CHRISTI		TX	11/1/2005
WLY-483	FT. BLISS		TX	5/1/2005
WLY-742	UVALDE		TX	2/1/2006
0004076709	WGT-752	BUFFALO	NY	2/1/2003

WESTERN NY CABLEVISION, LP

II. AT&T Broadband Licenses
 B. ULS

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	DATE
AT&T BROADBAND CABLEVISION OF SACRAMENTO I, LLC	773316	0004997425	WNES942	FXO	3/24/2002
			WPCG511	IG	5/18/2003
			WPCK220	IG	6/14/2003
AT&T BROADBAND CTSI, LLC	774418	0004998357	KWR244	IG	3/8/2004
AT&T BROADBAND H/ICI, LLC	776315	0004998365	KVM632	IG	2/22/2011
AT&T BROADBAND HC OF COLORADO, LLC	776348	0004998449	WNJUX414	GB	9/27/2005
AT&T BROADBAND HCI, LLC	776365	0004999090	KNIL687	IG	2/14/2004
AT&T BROADBAND OF ARLINGTON, LLC	776393	0004997193	KNAW439	IG	4/19/2011
			KNCT914	IG	2/26/2012
AT&T BROADBAND OF COLORADO, LLC	776476	0004997128	KNFR882	IG	9/2/2002
			KNFR886	IG	9/2/2002
			KNFW477	IG	9/2/2002
			WNDV807	IG	9/14/2003
			WPAC842	IG	7/31/2002
			WPAF753	IG	11/10/2003
			WPQT477	FXO	10/5/2010
			WQI666	IG	10/22/2002
AT&T BROADBAND OF OHIO, LLC	776490	0004997102	KNCB227	IG	6/8/2002

ENTITY NAME	UFS FILE NO.	FRN	CALL SIGN	TYPE	EXP DATE
AT&T BROADBAND OF SOUTHERN CAL., INC.	776511	0004257457	KNNQ634	GB	5/7/2011
			WNMX507	IG	11/10/2003
			WNWS711	IG	12/30/2011
AT&T BROADBAND TELENOIS, LLC	776540	0004991261	KNHJ516	IG	9/20/2003
			KNHJ517	IG	9/20/2003
AT&T BROADBAND, LLC	776666	0003776135	WNSK595	GU	10/24/2005
			KAU887	IG	1/12/2004
AT&T CSC, INC.	787648	0004133260	KAD462	IG	7/5/2004
BILLINGS TELE-COMMUNICATIONS, INC.	776707	0001560812	WPAT302	GB	9/13/2003
CABLE TV PUGET SOUND, INC.	776817	0001587054	KNIA902	GB	10/11/2003
COMMUNITY CABLE TELEVISION	776856	0001623396	WPJA237	FXO	8/22/2010
			WPJE701	FXO	4/16/2011
KING VIDEOCABLE COMPANY	777113	0001577931	WNPU503	GB	7/10/2004
			WPKP235	IG	5/22/2002
			WXR661	GB	5/4/2004
LASALLE TELECOMMUNICATIONS, INC.	777155	0001611680	WNGX941	GB	9/15/2011
			WNTD934	FXO	5/31/2010
MEDIAONE ENTERPRISES, INC.	788371	0003597689	WQA655	GB	10/24/2003
MEDIAONE OF COLORADO, INC.	773528	0004253928	WNER967	FXO	1/14/2008
			WNES554	FXO	8/20/2008

CAUSING

MEDIAONE OF EASTERN MICHIGAN, INC.

779628 0004153193 KNGE319 IG 4/21/2002
KNIV743 GB 4/24/2005
KZF567 IG 11/23/2003
WNCY842 IG 10/16/2005
WPDP223 IG 10/22/2003

MEDIAONE OF LAKEWOOD, INC.

774012 0003594512 WNEE392 FXO 10/29/2008
WNEE393 FXO 2/21/2012
WNEE394 FXO 10/29/2008

MEDIAONE OF LOS ANGELES, INC.

777992 0003613155 WNTD907 FXO 5/16/2011
WNTH283 FXO 12/5/2010
WPGA736 IG 11/23/2004

MEDIAONE OF MASSACHUSETTS, INC.

778180 0003622214 WPMU989 IG 1/20/2004

MEDIAONE OF MICHIGAN, INC.

774132 0001622927 KYT935 IG 11/14/2005
KZF782 IG 2/20/2002

MEDIAONE OF NEW YORK, INC.

774194 0003614922 KNDC236 GB 6/9/2003
WNPW378 GB 8/4/2004

MEDIAONE OF NORTHERN ILLINOIS, INC.

774236 0003580800 KNEM221 YB 12/28/2002

MEDIAONE OF OHIO, INC.

774305 0002944585 WQW327 IG 5/23/2005
WSUJ819 IG 6/11/2005

MEDIAONE OF SOUTH CENTRAL LOS ANGELES, INC.

776125 0003612272 WNLX546 YU 6/8/2003

ENTITY NAME	FILE NO.	EBN	CALL SIGN	TYPE	DATE
MEDIAONE OF ST. PAUL, INC.	778147	0004991030	KD30230	IG	7/7/2003
MEDIAONE OF VIRGINIA, INC.	776126	0002067965	WNVU458	IG	3/21/2011
MEDIAONE OF WESTERN NEW ENGLAND, INC.	776148	0003614047	KNFJ870	IG	8/7/2002
			KNNH691	IG	1/23/2011
			KWG883	IG	2/6/2011
			WPSZ620	IG	8/14/2011
NATIONAL DIGITAL TELEVISION CENTER, INC.	788740	6417067	WPPW219	IG	2/4/2005
			WPNJ714	MG	2/19/2003
			WMW441	CF	2/1/2011
			WMW442	CF	2/1/2011
SAN LEANDRO CABLE TELEVISION, INC.	776161	0001695410	WNEW767	FXO	10/5/2010
			WNEY770	FXO	4/14/2009
TCI AMERICAN CABLE HOLDINGS II, L.P.	776223	0001604859	KNCD489	GB	9/17/2003
TCI AMERICAN CABLE HOLDINGS, L.P.	776263	0001604834	KRU929	IG	8/7/2002
			KZQ206	IG	4/14/2004
TCI CABLE PARTNERS OF ST. LOUIS, L.P.	776319	0001604875	WEC251	IG	10/1/2002
			WRM569	IG	12/1/2004
TCI CABLEVISION OF CALIFORNIA, INC.	776353	0001611086	KRB770	IG	7/10/2004
			KYY28	IG	4/25/2005
			WNXD585	IG	8/23/2011
			WPNE658	FXO	6/16/2002

ENTITY NAME	U.S. FILE NO.	FRN	CALL SIGN	TYPE	EXPIRE
TCI CABLEVISION OF MISSOURI, INC.	776452	0001609825	KNBC240	IG	9/15/2002
TCI CABLEVISION OF MONTANA, INC.	776483	0001610021	KCZ293	IG	2/17/2003
			KNBQ260	IG	8/13/2002
			KTH235	IG	1/28/2003
			KTR437	IG	5/7/2011
			KTT663	IG	6/14/2004
			KXD627	IG	2/25/2003
			WNMM782	IG	11/29/2004
			WNSA871	IG	7/27/2003
			WPAG639	IG	8/10/2002
			WPNP820	IG	4/26/2004
TCI CABLEVISION OF OREGON, INC.	776654	0001561307	WSW831	IG	2/25/2003
			WYY564	IG	2/25/2003
			KLP512	IG	11/18/2002
TCI CABLEVISION OF PASCO COUNTY	776803	0001806439	KLP513	IG	11/27/2005
			WNJX913	IG	11/6/2004
			WQZ709	GB	10/30/2005
TCI CABLEVISION OF TEXAS, INC. (TX)	776944	0001609981	WNGQ309	IG	10/24/2004
			WNQF969	IG	1/30/2005
			WPF8856	IG	6/9/2004
TCI CABLEVISION OF WASHINGTON, INC.	776963	0001610005	WNJK833	GB	8/5/2002
			WNQL655	GB	1/13/2003
			WNZX735	IG	12/8/2002
			WPAE749	GB	8/25/2003
			WPJU849	GB	11/1/2011

ENTITY NAME ULS FILE NO. FRN CALL SIGN TYPE EXPIRES

TCI CABLEVISION OF WYOMING, INC.

777101	0001631050	KGZ305	IG	11/20/2002
		KNAU928	IG	10/5/2002
		KNGA603	IG	9/2/2002
		KNIE746	IG	7/19/2005
		KVC587	IG	3/17/2004
		KVJ209	IG	9/2/2002
		KYI341	IG	8/27/2002
		KZL292	IG	7/27/2002
		KZP888	IG	11/16/2003
		WSV483	IG	9/2/2002

TCI ILLINOIS HOLDINGS, L.P.

777213	0004996054	WNER273	FXO	4/16/2002
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TCI MICROWAVE, INC.

777246	0001609650	KPC72	CC	2/1/2011
		KPC73	CC	2/1/2011
		KPN72	CC	2/1/2011
		WNKK403	IG	5/10/2004
		WNKT802	IG	4/4/2004

TCI OF DAYTON, INC.

787697	0003611928	WPNU432	IG	6/22/2004
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TCI OF GREENSBURG

777291	0001607803	KUT866	IG	10/17/2004
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TCI OF ILLINOIS, INC.

777313	0001610039	KNCK774	IG	9/20/2005
		KSX574	IG	9/13/2004
		KWK365	IG	9/11/2011
		WNBK783	IG	11/20/2002
		WNYE223	IG	1/10/2012

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	EXP.
TCI OF NORTHERN CALIFORNIA, INC.	777345	0003473808	KQV943	IG	6/15/2003
TCI OF NORTHERN NEW JERSEY, INC.	777400	0001579275	KBS535	IG	11/25/2002
			KLJ394	IG	11/25/2002
			KTV310	IG	6/27/2005
			WNGW430	IG	12/5/2011
			WPMS453	IG	11/30/2003
TCI OF PENNSYLVANIA, INC.	777490	0001609775	KNS836	IG	8/17/2003
			KWO879	IG	3/15/2004
			WIF224	IG	8/26/2003
			WII930	IG	4/12/2005
			WNUN611	IG	10/18/2005
TCI OF PLANO, INC.	777549	0002062719	KNJE619	GB	7/12/2004
TCI OF RICHARDSON, INC.	777523	0002062966	KNHC697	GB	6/7/2011
TCI OF TUALATIN VALLEY, INC.	777587	0001564210	WPDK581	GB	10/20/2003
TCI PACIFIC COMMUNICATIONS, INC.	777641	0003611985	KA96057	IG	6/24/2002
TCI TKR OF CENTRAL FLORIDA, INC.	777713	0004991865	KLN765	IG	5/11/2002
TCI TKR OF SOUTH DADE, INC.	777762	0001811777	KNHQ725	GB	10/3/2004
TCI TECHNOLOGY MANAGEMENT, LLC	788221	4253753	WPQY480	MG	11/29/2010
TCI TECHNOLOGY VENTURES, INC.	788210	6556658	WPNC289	MG	3/10/2002
			WPNC290	MG	3/28/2002

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	DATE
TELEVENTS, INC.			WPNC291	MG	3/10/2002
			WPOM680	MG	3/6/2005
TELEVISION SIGNAL CORPORATION	777827	0001544733	KNIH332	IG	8/26/2011
	777866	0001546910	WNER551	FXO	5/14/2002
			WNEW393	FXO	12/27/2010
TELE-VUE SYSTEMS, INC.			WNXZ871	GU	12/11/2011
	777145	0001578038	KP9897	IG	8/2/2003
			KVL362	IG	5/4/2003
			KVL363	IG	11/4/2003
			WNEH782	FXO	6/1/2009
			WNPS244	GU	2/22/2003
			WNZY861	GU	7/27/2002
UACC MIDWEST, INC.			WQP480	GB	12/29/2002
			WQP481	GB	9/7/2003
	777223	0003578986	KWB699	IG	10/14/2002
			WNKH484	IG	7/21/2005
UNITED CABLE TELEVISION CORPORATION			WNTJ918	FXO	5/31/2011
			WPBS715	IG	2/22/2003
UNITED CABLE TELEVISION OF ALAMEDA, INC.	777271	0001696574	KIJ389	IG	9/5/2005
			WNTE488	FXO	6/20/2010
UNITED CABLE TELEVISION OF ALAMEDA, INC.	777341	0001612183	WHK239	FXO	6/8/2008
			WHK240	FXO	6/8/2008