

AMENDMENT NO. 1

TO PLAN ADMINISTRATOR AGREEMENT

This Amendment No. 1 (the "Amendment"), dated December 31, 2017, to the Plan Administrator Agreement (the "Agreement") dated February 12, 2007, by and among Adelphia Communications Corporation ("ACC"), on behalf of itself and each of those of its subsidiaries that are Debtors under the Plan (collectively with ACC, the "Debtors"), as debtors and debtors-in-possession, the Official Committee of Unsecured Creditors appointed in the Debtors' Chapter 11 cases ("Creditors Committee") and Quest Turnaround Advisors, LLC ("Quest"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.

**RECITALS**

WHEREAS, Quest, ACC and the Creditors Committee entered into the Agreement as of February 12, 2007 pursuant to which Quest was appointed as the plan administrator to perform its duties in accordance with the Plan, the Confirmation Order and the Agreement;

WHEREAS, in accordance with Section 7.2 of the Agreement, from and after the Effective Date, the Agreement can be amended by an instrument executed by Quest, as the Plan Administrator, and the CVV Trustees.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. Amendment.

(a) Section 2.14(b) is hereby amended by adding the following to the end of that section:

"No distributions shall be made during the period beginning on January 1, 2018 (the "New Effective Date") and ending on the earlier to occur of December 31, 2018 (the "End Date") and the date, if any, that a Specified Transaction (defined below) has been consummated. If a Specified Transaction has not been consummated on or before the End Date then on or as soon as practical following that date the Plan Administrator shall cause ACC to distribute to its stakeholders all of its liquid assets (less such reserves as the Plan Administrator and the CVV Trustees determine to be reasonable and necessary)."

(b) Sections 4.1 and 4.2, as well as paragraph (c) (iv) of Section 4.4, are hereby deleted.

(c) The following phrase is added to the end of the first sentence of Section 2.18:

"or otherwise ordered by the Bankruptcy Court (upon notice and hearing)".

(d) The following is added to Section 4 following Section IV.11

“12. CVV Indemnity: In the event that any one or more of the CVV and the CVV Trustees (each, a “Supervisor”) becomes involved (each time a Supervisor becomes so involved, an “Indemnifiable Event”) in any claim, suit, action, proceeding, investigation, including, without limitation, any derivative action or arbitration proceeding, or in preparation or investigation in anticipation of an Indemnifiable Event, in each such case, in connection with any matter in any way relating to an amendment to this Agreement, including, without limitation, this amendment (any of such amendments, an “Amendment”) or arising out of the matters contemplated by an Amendment, including, without limitation, a Supervisor’s role in the execution of any such Amendment, the Debtors shall indemnify, defend, and hold each such Supervisor harmless to the fullest extent permitted by law, from and against any losses, claims, damages, liabilities and expenses incurred in connection with the Indemnifiable Event, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that the Indemnifiable Event resulted primarily from the willful misconduct, gross negligence, bad faith, or fraud of that Supervisor. In addition, in the event of an Indemnifiable Event for which Debtors are obligated to indemnify and hold harmless any one or more Supervisors, the Debtors shall reimburse that Supervisor in connection with the Indemnifiable Event, as such expenses are incurred by that Supervisor, in each case, subject to the obligation of that Supervisor to repay such reimbursement if it is ultimately determined that such Supervisor is not entitled to such reimbursement. Notwithstanding anything herein to the contrary, the liability of Debtors to all Supervisors shall not exceed \$250,000 in the aggregate.

(e) The beginning text of Section 6.1 through to the end of subparagraph (i) of subsection (y) of that section is hereby deleted and the following is inserted in its place and stead:

“Term. The term (the “Term”) of this Agreement shall commence on the Confirmation Date and terminate on the “Termination Date” (defined below). As used herein Termination Date means the first to occur of (i) the effective date of the resignation or removal of the Plan Administrator in accordance with Sections 4.3 and 4.4 hereof, respectively,

(f). Schedule A to the Agreement is amended as follows:

(i) Section I of Schedule A is hereby deleted and the following new Section (a) is inserted in its place instead, as follows:

“During the twelve month period beginning on the New Effective Date and ending on the End Date, Quest shall be deemed to have earned and ACC shall pay to Quest a fee of \$175,000 per month, with the amount of each such monthly fee payable within the five days following the end of each such month. Thereafter, ACC shall pay Quest for the reasonable and necessary services provided to ACC by Quest personnel at Quest’s standard hourly rate for such personnel. Quest will bill ACC monthly for the payment of such fees. ACC shall pay to Quest the amount of fees set forth in each of those bills within the five days following receipt. The fees referred to in this Section (a) are hereinafter sometimes referred to as the “Base Fees”.

As used herein: (x) “Specified Transaction” means any transaction of the type that requires (or, if the Engagement Letter (defined below) is not then in effect, would



have required) ACC to pay a fee under or pursuant to the Engagement Letter and (y) “Engagement Letter” means the letter agreement between ACC and Houlihan Lokey dated February 2, 2015.

(ii) Section II of Schedule A is hereby deleted and a new Section II is inserted in its place instead, as follows:

“If, and then from the time that, a Specified Transaction has been consummated, Quest shall be deemed to have earned and ACC shall pay to Quest the following additional fees (the “Success Fees”):

- (A) An amount equal to 5% of the first \$50 million of the lesser of the “Distributed Amounts” (defined below) and the “Required Amounts” (defined below);
- (B) An amount equal to 7% of the next \$100 million of the lesser of the Distributed Amounts and the Required Amounts;
- (C) An amount equal to 10% of the lesser of the Distributed Amounts and
- (D) the Required Amounts in excess of \$150 million.

As used herein: (x) “Required Amount” means the amount by which: (a) the federal, state and local income taxes that otherwise would be payable by ACC on the income earned by it in each year (pro-rated for a partial year) after the commencement of a Specified Transaction if ACC had been required to pay those federal, state and local income taxes at the maximum marginal rates, exceeds (b) the federal, state and local income taxes actually payable by ACC on that income; (y) “Required Amounts” is the amount determined by adding together the Required Amount for each year (or partial year, as the case may be) and (c) “Distributed Amounts” means the aggregate of amounts distributed by ACC to its stakeholders after the commencement of a Specified Transaction. ACC shall pay to Quest the unpaid Success Fees theretofore earned by Quest as and when ACC next distributes assets to its stakeholders.

(iii) The phrase “During the Term,” at the beginning of Section III of Schedule A is hereby deleted.

(g) The following is added to Schedule A as Section IV:

“Anything contained in this Agreement to the contrary, all of Quest’s rights and all ACC’s obligations under this Schedule A shall survive the Termination Date and shall remain in full force and effect notwithstanding termination of this Agreement.”

Section 2. Miscellaneous

- (a) On and after the date hereof, each reference in the Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended hereby.
- (b) Except as otherwise expressly provided herein, the Agreement remains unchanged and shall continue in full force and effect.
- (c) This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws thereof.
- (d) This Amendment may be executed in counterparts (including by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- (e) The descriptive headings of the several Sections of this Amendment were formulated, used and inserted in this Amendment for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed or caused this Amendment to be signed by their respective officers thereunto duly authorized all as of the date first written above.

ADELPHIA COMMUNICATIONS COMPANY (on behalf of itself and each of its Debtor Subsidiaries)


By: Quest Turnaround Advisors, LLC  
Its: Plan Administrator

By:   
Name: JEFFREY BRODSKY  
Title: MEMBER

Quest Turnaround Advisors, LLC

By:   
Name: JEFFREY BRODSKY  
Title: MEMBER

CVV Trustees

By:   
Name: DEAN ZIEHL  
Title: TRUSTEE