

SUCCESSOR PLAN ADMINISTRATOR AGREEMENT

PREAMBLE

This Successor Plan Administrator Agreement (the "Agreement") is made on the date set forth on the signature page hereof by and among Reorganized Adelpia Communications Corporation ("ACC"), on behalf of itself and each of its subsidiaries that is a Debtor under the Plan (collectively with ACC, the "Debtors"), the Adelpia Recovery Trust (the "Contingent Value Vehicle" or the "CVV"), and Development Specialists, Inc. ("DSI"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Debtors' First Modified, Fifth Amended Joint Chapter 11 Plan for Adelpia Communications Corporation and Certain of its Affiliated Debtors, dated as of January 3, 2007, as clarified by order of the Bankruptcy Court dated November 8, 2013 (the "Plan").

RECITALS

WHEREAS, on the Commencement Date, voluntary petitions for reorganization under chapter 11 of the Bankruptcy Code were filed by the Debtors in the Bankruptcy Court; and

WHEREAS, on January 5, 2007, the Bankruptcy Court entered the Confirmation Order and the Plan became effective on February 13, 2007;

WHEREAS, pursuant to the Plan and Confirmation Order, Quest Turnaround Advisors, L.L.C. ("Quest") was appointed as Plan Administrator and served as Plan Administrator under the Plan, Confirmation Order, and the Plan Administrator Agreement dated as of February 12, 2007 ("the First PAA");

WHEREAS, the First PAA was amended first on December 31, 2017 ("Amendment 1") and amended a second time on May 17, 2019 ("Amendment 2");

WHEREAS, pursuant to Amendment 2, Quest's appointment as Plan Administrator terminates on July 23, 2019.

WHEREAS, pursuant to the Plan and the First PAA, the Contingent Value Vehicle has designated DSI as the Successor Plan Administrator, effective as of the Start Date and the Bankruptcy Court has confirmed such appointment by order entered June 25, 2019;

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

ARTICLE I

ACCEPTANCE OF POSITIONS

OBLIGATION TO PAY CLAIMS, FIDUCIARY OF THE ESTATES

Section 1.1 Acceptance. (a) DSI hereby accepts appointment as the Plan Administrator; and (b) DSI agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, the Confirmation Order, this Agreement, other applicable orders of the Bankruptcy Court, and applicable law.

Section 1.2 Payment of Claims. DSI, solely in its capacity as the Plan Administrator, agrees to make all distributions required under the Plan, except for such distributions to be made by the Contingent Value Vehicle.

Section 1.3 Fiduciary. The Plan Administrator shall be a fiduciary of each of the Debtors and of the Contingent Value Vehicle (to the extent the Plan Administrator acts as fiduciary at the request of the CVV Trustees) and shall perform its obligations consistent with the Plan, this Agreement, the Confirmation Order and other applicable orders of the Bankruptcy Court.

ARTICLE II

OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 2.1 Maintenance of Accounts, Reserves, and Trusts.

(a) Maintenance of Accounts and Reserves. The Plan Administrator shall maintain as provided in the Plan and/or the First PAA the following accounts, reserves and trusts (collectively, referred to herein as the "Reserves"):

(i) Distribution Trusts: trusts or accounts designated as a "distribution trust" as more fully described in Section 2.2 below ("the Distribution Trust").

(ii) General Accounts: reserves and general accounts therefor (the "General Account(s)") into which shall be deposited all funds not required or permitted to be deposited into any other account or Reserve described in or contemplated by this Agreement.

(iii) Cash Funded Reserves: the aggregate of the accounts as more fully described in Section 2.3 below (collectively, the "Cash Funded Reserves").

(iv) Unclaimed Distributions Reserve: an account designated as the "unclaimed distributions reserve" as described more fully in Section 2.4 below (the "Unclaimed Distributions Reserve").

(v) such additional General Accounts as the Plan Administrator deems necessary or desirable to carry out the provisions of the Plan and this Agreement.

(b) Modifications of Reserve. In the event that at any time or from time to time following the Effective Date, the Plan Administrator determines that the amount maintained in the Operating Cash Account (as defined in Section 2.3 below) is not sufficient for the administration of the Plan and operation and liquidation of the Debtors:

(i) The Plan Administrator may propose a reallocation of Reserves such that Cash then held in one or more General Account and which would otherwise be available for distribution, may be moved into the Operating Cash Account (the "Proposed Reallocation") and provide the same to the CVV Trustees for their review.

(ii) In the event that the CVV Trustees (x) approve the Proposed Reallocation or (y) fail to object to the Proposed Reallocation within ten (10) business days following the date on which the Plan Administrator first delivers written notice of

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(ii) In the event that the CVV Trustees (x) approve the Proposed Reallocation or (y) fail to object to the Proposed Reallocation within ten (10) business days following the date on which the Plan Administrator first delivers written notice of

same to the CVV Trustees, the Plan Administrator shall be permitted to implement the Proposed Reallocation.

(iii) In the event that the CVV Trustees timely object to a Proposed Reallocation, each of the Plan Administrator and the CVV Trustees shall attempt to agree (with each acting in good faith) to modify the Proposed Reallocation that is acceptable to each of the Plan Administrator and the CVV Trustees, in which case the Proposed Reallocation shall be so modified. If such parties fail to reach an agreement within ten (10) business days, the Plan Administrator and the Debtors shall not implement the Proposed Reallocation unless and until the Bankruptcy Court (after notice and hearing) is obtained.

Section 2.2 Distribution Trusts. The Plan Administrator shall serve as a trustee of each of the Distribution Trusts (namely, the (a) ACC Stock Distribution Trust, (b) Adelpia Remaining Assets Distribution Trust, and (c) Adelpia Reserved Cash Distribution Trust), in each case, as and when requested to do so by the CVV, by executing and delivering the appropriate trust documents.

Section 2.3 Cash Funded Reserves.

(a) The Plan Administrator shall maintain an account in which Cash to be used in connection with the payment of the costs of administering the Plan and operating and liquidating the Debtors (the "Operating Cash Account") in an amount which is based upon the good faith estimate of the Plan Administrator of the amount necessary to pay such costs.

(b) At the time of each Distribution, the Plan Administrator shall determine the amount of Cash required to adequately maintain each of the Cash Funded Reserves. If, and to the extent that, after making and giving effect to the determination referred to in the immediately preceding sentence, the Plan Administrator determines that any of the Cash Funded Reserves contains Cash in excess of the Cash then required to adequately maintain that Cash Funded Reserve, the Plan Administrator shall transfer such surplus Cash to the General Account.

Section 2.4 Unclaimed Distribution Reserve. If any Plan Distribution is returned to the Plan Administrator as undeliverable, then such Plan Distribution shall be distributed or reserved, as the case may be, as set forth in the Plan.

Section 2.5 Distributions to Holders of Allowed Claims.

(a) Distributions. The Plan Administrator shall make distributions from the appropriate account or Reserve to holders of Allowed Claims when and as required under the Plan and this Agreement.

(b) Release of Reserves. Any amounts remaining in any of the Reserves shall be distributed as set forth in the Plan.

Section 2.6 Conversion of Assets to Cash. The Plan Administrator shall sell or otherwise dispose of, and liquidate or convert into Cash, the Assets (other than Assets, the disposition, liquidation or conversion of which is the responsibility of the CVV Trustees pursuant to the Declaration of Trust for the Contingent Value Vehicle, as amended) in a manner compatible with the best interests of the

holders of Allowed Claims. Once converted or liquidated into Cash, such Cash shall be deposited into the General Account.

Section 2.7 Transactions with Related Persons. Notwithstanding any other provisions of this Agreement, the Plan Administrator shall not knowingly, on behalf of the Debtors, directly or indirectly, sell or otherwise transfer all or any part of the Assets to, or in contract with, (a) any relative, employee, or agent) acting in their individual capacities) of the Plan Administrator or (b) any person of which any employee or agent of the Plan Administrator is an affiliate by reason of being a trustee, director, officer, partner, or direct or indirect beneficial owner of five percent (5%) or more of the outstanding capital stock, shares, or other equity interest of such persons unless, in each such case, after full disclosure of such interest or affiliation, such transaction is approved by the CVV Trustees after the determination that the terms of such transaction are fair and reasonable and no less favorable than terms available for a comparable transaction with unrelated persons.

Section 2.8 Investment of Cash. The Plan Administrator shall invest any Cash, including, but not limited to, the Cash portion of Reserves only as permitted by the Plan. The interest or other income earned on the investments of the Cash in any given reserve, account, or escrow established pursuant to this Agreement, the First PAA, the Plan, or any order of the Bankruptcy Court shall constitute a part of such reserve, account or escrow unless and until transferred or distributed pursuant to the terms of the Plan, this Agreement, the First PAA, or order of the Bankruptcy Court.

Section 2.9 Use of Assets. All Cash or other property held or collected by the Plan Administrator shall be used solely for the purposes contemplated by the Plan, Confirmation Order, this Agreement, or the First PAA.

Section 2.10 Books and Records. The Plan Administrator shall maintain appropriate books and records of and on behalf of the Debtors. The Plan Administrator shall retain the books, records and files which shall have been delivered to or created by the Plan Administrator or the Debtors. If this Agreement is terminated pursuant to Section 6.1(x) or 6.1 (y)(i), the Plan Administrator shall promptly deliver such books and records not then in Debtors' possession to the Debtors. If this Agreement is terminated pursuant to Section 6.1(y) (ii), or Section 6.1 (y)(iii), the Plan Administrator may give written notice to the Bankruptcy Court, the CVV Trustees, and any parties in interest entitled to notice under the Confirmation Order, that it intends to destroy any one or more of Debtors' books, records and files not previously included in the Bankruptcy Court's Order dated November 18, 2014, which provided for the destruction of certain records. If, within twenty (20) days thereafter, one of those parties-in-interest advises the Plan Administrator in writing that it objects to the proposed destruction of such books, records and files and such party-in-interest undertakes to pay the costs and expenses of transfer, then the Plan Administrator shall transfer the records to such party as may be directed by the Bankruptcy Court (except for the records subject to the attorney-client privilege or work product doctrine, or other confidential communications from counsel, which such records or communications shall either be destroyed or, at the request of counsel that delivered such communications, returned to counsel). If no such party-in-interest makes a timely objection to the proposed destruction of such books, records and files as provided in the preceding sentence, then the Plan Administrator may destroy such books, records and files (unless such books, records and documents are necessary to fill any remaining obligations of the Plan Administrator pursuant to this Agreement).

Section 2.11 Tax Returns. The Plan Administrator shall use all reasonable commercial efforts to assure that any tax returns and all other appropriate or necessary documents related to municipal, State, Federal, or other tax law is timely prepared and filed on behalf of the Debtors and the Distribution Trusts.

Section 2.12 Reports. Unless otherwise ordered by the Bankruptcy Court, the Plan Administrator shall be responsible for preparing, filing and serving (if applicable) all reports required by the Plan, this Agreement or applicable law, including:

(a) Reports to the CVV Trustees. The Plan Administrator shall provide written reports on a quarterly basis (or for such other reasonable period as may otherwise be determined by the CVV Trustees upon written notice to the Plan Administrator), or such other information as to budgets, Cash receipts and disbursements, asset sales or other dispositions, Claims reconciliations and Plan Distributions.

(b) Reports to the United States Trustee. The Plan Administrator shall provide the United States Trustee and the CVV Trustees such periodic financial reports as may be required by the United States Trustee until such time as a final decree is entered closing the Chapter 11 Cases or the Chapter 11 Cases are dismissed.

(c) Status Reports. The Plan Administrator shall file and serve upon the CVV Trustees and the United States Trustee any periodic status report, closing report, application for final decree or other reports or applications in accordance with any post confirmation order entered in the Chapter 11 Cases pursuant to Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York.

Section 2.13 Fees. The Plan Administrator shall cause each of the Debtors to pay all fees payable pursuant to section 1930 of title 29 of the United States Code accruing through the time of the entry of a final decree closing the applicable Debtors' case.

Section 2.14 Notice Procedures with Respect to Other Wind Down Matters. The Plan Administrator shall be authorized to carry out all functions contemplated by the Plan, including without limitation those set forth in Article XIII of the Plan, without approval of the Bankruptcy Court, except as required by the Plan. Notwithstanding the foregoing, any action to be taken that is not in the ordinary course of the Debtors' businesses or specifically authorized by the Plan and that involves a sum or an expense of greater than \$1,000,000 shall not be taken unless the CVV Trustees first receive notice of the proposed sum or expense and the CVV Trustees have not objected thereto within ten (10) business days after receipt of such notice. In the event that any objection is received by the Plan Administrator, absent a consensual resolution, the Plan Administrator and the Debtors shall not spend such sum or incur such expense unless and until Bankruptcy Court approval (after notice and a hearing) has been obtained.

Section 2.15 No Other Duties. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to his employment or position as such.

Section 2.16 Administrative Functions for the Contingent Value Vehicle.

(a) The Plan Administrator shall (for no additional compensation other than payment from the Contingent Value Vehicle for the Plan Administrator's and/or the Debtors' out-of-pocket expenses in the nature of filing fees, mailing costs, copying costs, messenger fees, professionals fees and similar charges): (i) cause the Debtors to (x) perform such bookkeeping, accounting, financial reporting and other administrative functions for the Contingent Value Vehicle, as may be reasonably requested by the CVV Trustees and necessary or desirable to support the Contingent Value Vehicle, (y) provide support for the causes of action being prosecuted by the Contingent Value Vehicle, including but not limited to: (A) maintaining, and providing the Contingent Value Vehicle with access to, the books, records and other documents of the Debtors reasonably necessary or desirable for the Contingent Value Vehicle to prosecute the Causes of Action contributed to it, in each case, without any additional cost or expense to the Contingent Value Vehicle, and (B) providing the Contingent Value Vehicle with access to those employees of the Debtors to whom access is reasonably necessary or desirable to prosecute the Causes of Action with no cost or expense to the Contingent Value Vehicle, and (z) make loans to the Contingent Value Vehicle from Reserved Cash in accordance with and subject to Section 13.2(f) of the Plan, (ii) supervise the Debtors in performing the functions called for by clause (i) above, and (iii) assist in the preparation of and, to the extent legally permitted, execute required reports, forms or applications for filing with the SEC or other Governmental Authority for the Contingent Value Vehicle, in each case, as the CVV Trustees may reasonably request in accordance with Section 13.1 of the Plan (collectively, the items referred to in clauses (i), (ii) and (iii) above, "Administrative Services"). The Contingent Value Vehicle and the Debtors or the Plan Administrator, as applicable, may execute such supplemental agreements as appropriate to reflect such duties.

(b) With respect to Administrative Services to be performed by the Debtors, the Debtors, the CVV and the Plan Administrator acknowledge that (i) except for the reimbursement of out-of-pocket expenses referred to subsection (a), the Debtors shall not be entitled to any compensation or reimbursement for overhead costs, such as the costs associated with having employees of the Debtors perform such Administrative Services and (ii) nothing contained in this Agreement or elsewhere shall be deemed to require the Plan Administrator to cause the Debtors to maintain the employment of any or more persons.

ARTICLE III

POWERS AND RIGHTS OF THE PLAN ADMINISTRATOR

Section 3.1 Powers of the Plan Administrator. The Plan Administrator shall have the following specific powers in addition to any powers conferred upon the Plan Administrator by any other section or provision of this Agreement, the Plan or the Confirmation Order; provided, however, that the enumeration of the following powers shall not be considered in any way to limit or control the power or obligation of the Plan Administrator to act as specifically authorized by any other section or provision of this Agreement or by order of the Bankruptcy Court; provided further, however, that the Plan Administrator, as the Governor of the Debtors shall act for each of the Debtors and exercise such powers in a fiduciary capacity as applicable to the Governors thereof:

(a) comply with the Plan and the obligations thereunder;

- (b) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims and Equity Interests;
- (c) calculate and pay all Plan Distributions to be made under the Plan, this Agreement and other orders of the Bankruptcy Court to holders of Allowed Claims;
- (d) employ, retain or replace professionals to represent the Plan Administrator with respect to its responsibilities hereunder;
- (e) compromise and settle any issue or dispute regarding, the amount, validity, priority, treatment or Allowance of any Claims as more fully set forth in Section 3.2 below;
- (f) release Reserves as provided in the Plan, subject to section 13.2(b) thereof and this Agreement;
- (i) exercise such other powers as may be vested in the Plan Administrator pursuant to the Plan, this Agreement, or any other Plan Documents or order of the Bankruptcy Court or otherwise act on behalf of and for the Debtors;
- (j) make and file tax returns for any of the Debtors;
- (k) liquidate any remaining assets;
- (l) cause any one or more of the Debtors to be merged into any one or more of the other Debtors or legal entities, cause any or all of the Debtors to be dissolved, cause the legal name of any Debtor to be changed, cause the closure of any Chapter 11 case of any Debtor;
- (m) exercise all powers and rights, and take all actions, contemplated by or provided for in this Agreement;
- (n) coordinate, cooperate and report to the representatives of beneficiaries under the Plan;
- (o) file any necessary post-confirmation reports with the Bankruptcy Court, paying quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) for each of the Debtors until the entry of a final decree for the respective Debtor, and file a final report pursuant to Rule-5009-1(c) of the Local Rules prior to entry of a final decree for any respective Debtors;
- (p) take any and all other actions necessary or appropriate to implement or consummate this Plan, the Confirmation Order, and this Agreement;
- (q) administer and perform those administrative functions for the CVV reasonably requested by the CVV Trustees;
- (r) oversee and manage the day-to-day operation of the Debtors; and
- (s) take all actions not inconsistent with the provisions of the Plan, the Confirmation Order and this Agreement that the Plan Administrator deems reasonably necessary or desirable to implement to the Plan.

Section 3.2 Authority to Object to and Settle Disputed Claims. The Plan Administrator shall be authorized to object to any Claims and compromise and settle Disputed Claims pursuant to Fed. R. Bankr. P. 9019(b) and section 105(a) of the Bankruptcy Code so long as it does so in accordance with the Plan and this Agreement

Section 3.3 Employees and Agents. On behalf of the Debtors, the Plan Administrator is empowered (to the extent that there are sufficient funds therefor in the Operating Cash Account): (a) to elect, appoint, engage, retain and employ any Persons as agents, representatives, members, employees, professionals or independent contractors (including in each case, through the delegation of such functions to members and employees of the Plan Administrator) in one or more capacities as is reasonably necessary to enable the Plan Administrator to implement this agreement and the Plan; (b) subject to the Plan, to pay from the Operating Cash Account fees to and to reimburse the expenses of those employees, members, agents or independent contractors elected, appointed, engaged, retained or employed by the Plan Administrator; (c) to prescribe the titles, powers and duties, terms of service and other terms and conditions of the election, appointment, engagement, retention, or employment of such Person as are reasonable and appropriate.

Section 3.4 Governors.

(a) Without limiting the generality of Section 3.1 above, the parties hereto acknowledge that (i) as of the Start Date, the Persons vested as Governors under the First PAA (as defined therein) shall be deemed to have been removed and (ii) the rights, powers and duties of the Governors of each of the Debtors that have a Governor shall vest with the DSI to the fullest extent permitted by applicable law.

(b) The Plan Administrator's (or, to the extent required by applicable law, its designees') powers as Governor of each applicable entity shall include, without limitation: (i) the ability to control the voting of any interest held by any one or more of the Debtors in any non-Debtor entity (e.g. voting partnership interest in joint ventures); (ii) the power to appoint its designees to serve as officers of the Debtors, as reasonably required; (iii) the power to make determinations with respect to the employment of officers, managers and employees of the Debtors, subject to contractual obligations in effect as of the Start Date and (iv) subject to contractual obligations in effect as of the Start Date,, negotiate and implement appropriate arrangements with employees of the Debtors, including, but not limited to, compensation and benefits.

(c) DSI agrees that, upon termination of this Agreement, the Plan Administrator shall cease to be Governor of each applicable Debtor, and the Plan Administrator shall (i) execute such agreements, instruments and documents as are reasonably required in order to effectuate the termination of the Plan Administrator's role as Governor of each applicable Debtor and (ii) cause its designees to tender their resignations as directors and/or officers of the Debtors and their affiliates.

(d) By its execution of this Agreement and delivery hereof, DSI shall be deemed to have appointed each of the persons listed in Schedule A, attached hereto and made a part hereof, to the office(s) set forth next to the name of each of such person in that Schedule.

ARTICLE IV

THE PLAN ADMINISTRATOR

Section 4.1 Staffing. Until otherwise agreed to by the Plan Administrator and the CVV Trustees, in connection with the performance of its obligations under this Agreement, the Plan Administrator shall provide the services of Thomas P. Jeremiassen , a Senior Managing Director of DSI and, upon notice to the CVV Trustees, such other professional staff as Mr. Jeremiassen determines may be necessary in order for DSI to fulfill its obligations hereunder..

Section 4.2 Departure of Personnel. In the event that DSI is unable to provide the services of Mr. Jeremiassen for any reason, DSI shall promptly notify the CVV Trustees and provide the CVV Trustees with the name of a suggested replacement for Mr. Jeremiassen together with that person's curriculum vitae. If DSI does not comply with the provisions of the previous sentence or the suggested replacement is not acceptable to the CVV Trustees, then upon notice from the CVV Trustees the Plan Administrator shall be deemed to have resigned as of the date of the CVV Trustees' notice notwithstanding the notice provisions of Section 4.3, below.

Section 4.3 Resignation. DSI may resign as Plan Administrator by giving not less than sixty (60) days' written notice to the CVV Trustees or, in the case of a resignation in connection with the denial by the CVV Trustees of a Plan Administrator request made under Section 2.1(d) above, thirty (30) days' notice to the CVV Trustees.

Section 4.4 Removal.

(a) The Plan Administrator may be removed as Plan Administrator by the CVV Trustees for Cause, upon notice, or without Cause upon thirty (30) days' prior notice.

(b) For purpose of this Section 4.4, "Cause" shall mean any one or more of the following:

(i) If the Plan Administrator or any of its agents, representatives, employees or independent contractors that provided service pursuant to this Agreement (A) is convicted of, or pleads guilty or *nolo contendere* to, any felony reflecting adversely on the reputation or integrity of the Plan Administrator, or (B) commits any other act constituting: (w) moral turpitude, (x) fraud, (y) embezzlement or (z) breach of trust or fiduciary duty affecting the Debtors or the Contingent Value Vehicle;

(ii) If the Plan Administrator shall have breached any provision of this Agreement and such breach: (i) is not cured within thirty (30) days after the Plan Administrator first received notice thereof from the CVV Trustees (which notice must identify the breach with particularity), if the breach is curable within such thirty (30) day period or, if it is not, then (ii) only if the breach was materially adverse to the holders of Allowed Claims; or

(iii) If, in connection with the performance of its duties under the Plan, the Agreement or any applicable order, the Plan Administrator shall have taken or failed to take any action with constitutes bad faith, gross negligence, or willful misconduct.

Section 4.5 Certain Effects of Termination. Upon the termination, removal of, or resignation by DSI as the Plan Administrator: (i) the Plan Administrator shall cease serving as Trustee of each Distribution Trust and shall execute such agreements, instruments and documents reasonably requested by the CVV Trustees to effectuate same. Further, following the termination, removal or resignation of the Plan Administrator, the Plan Administrator shall (a) execute and deliver such agreements, instruments and documents as may be reasonably requested by the CVV Trustees or the Bankruptcy Court, as the case may be, to effect the termination of the Plan Administrator's capacity under this Agreement, and related agreements, including, but not limited to, appropriate confidentiality agreements and (b) assist and cooperate in effecting the assumption of the Plan Administrators' obligations and functions by a successor plan administrator. If for any reason the Plan Administrator fails to execute the agreements, instruments and documents described in clause (a) of the preceding sentence, the CVV Trustees may move the Bankruptcy Court for an order effecting the Plan Administrator's termination.

Section 4.6 Standard of Care. To the fullest extent permitted by law, none of the Plan Administrator, its affiliates and agents or any of their respective officers, directors and employees (each a "DSI Person"), to the fullest extent permitted by applicable law, shall be personally liable to any person (including, but not limited to, the Debtors, the CVV, the CVV Trustees or any holders of Allowed Claims) for actions taken under or pursuant to this Agreement or otherwise as Plan Administrator, except to the extent that its, his or her own acts constitute willful misconduct, gross negligence, bad faith or fraud.

Section 4.7 Indemnification.

(a) As a material part of the consideration for the Plan Administrator to furnish its services under this Agreement, in the event that any DSI Person becomes involved in any capacity in any claim, suit, action, proceeding, or investigation (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") in connection with any matter in any way relating to this Agreement or arising out of the matters contemplated by this Agreement (including but not limited to, DSI's Role as Plan Administrator or the role of any DSI Person as a Governor, officer or director of any Debtor), the Debtors (to the extent services are not services for the Contingent Value Vehicle described in the immediately succeeding parenthetical) and the Contingent Value Vehicle (to the extent services are Administrative Services or other services being performed for the Contingent Value Vehicle pursuant to a written request therefor by the CVV Trustees) agree to indemnify, defend and hold harmless each such DSI Person to the fullest extent permitted by law, from and against any losses, claims, damages, liabilities and/or expenses in connection with any matter in any way relating to this Agreement or arising out of the matters contemplated by this Agreement (including, but not limited to DSI's role as Plan Administrator or the role of any DSI Person as a Governor, officer or director of any Debtor), except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final and not subject to appeal or other review that such losses, claims, damages, liabilities and/or expenses resulted primarily from the willful misconduct, gross negligence, bad faith, or fraud of that DSI Person. In addition, in the event that any DSI Person becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to this Agreement or arising out of the matters contemplated by this Agreement (except to the extent such Proceeding is a result or related to a DSI Person's violation or breach of any of the terms of the Plan, the Agreement, the Confirmation Order or other applicable order as determined by a court of competent jurisdiction in a judgment or finding, as applicable, that has become final in that it is no longer subject to

appeal or other review) the Debtors and the Contingent Value Vehicle (to the extent services are being performed for the Contingent Value Vehicle agree to reimburse such DSI Person for its reasonable legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by such DSI Person in connection therewith, subject to the obligation of such DSI Person to repay such reimbursement if it is ultimately determined that such DSI Person is not entitled to such reimbursement.

(b) To the extent that either one or both of the Debtors and the CVV is obligated to indemnify and hold any DSI Person in accordance with subsection 4.7(a) above, the Plan Administrator shall use its reasonable commercial efforts to cause any out-of-pocket costs or expenses incurred by such DSI Person in connection with any Proceeding to be paid from any available insurance.

Section 4.8 Insurance. The Plan Administrator, after consulting with the CVV Trustees, shall be authorized to renew and/or obtain, and fund from the Operating Cash Account, all reasonably necessary insurance coverage for the Plan Administrator, its agents, representatives, employees or independent contractors, and the Debtors, including, but not limited to, coverage with respect to (a) any property that is or may in the future become the property of any one or more of the Debtors and (b) the liabilities, duties and obligations of the Plan Administrator and its agents, representatives, employees or independent contractors under this Agreement (in the form of an errors and omissions policy or otherwise), which insurance coverage may remain in effect for a reasonable period not to exceed seven years after the termination of this Agreement.

Section 4.9 Reliance by Plan Administrator. To the fullest extent permitted by applicable law, the Plan Administrator may rely, and shall be fully protected in acting or refraining from acting if it relies, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of e-mails or facsimiles, to have been sent or the Plan Administrator reasonably believes have been sent by the proper party or parties and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions express therein. To the fullest extent permitted by applicable law, the Plan Administrator may consult with counsel and other professionals with respect to matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. To the fullest extent permitted by applicable law, the Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon, except as set forth above in Section 4.6. To the fullest extent permitted by applicable law, the Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan, or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 4.10 Reliance by Persons Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any person dealing with the Debtors and the Estate(s) shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Debtors and the Estates, and shall have no obligation to inquire into the existence of such authority.

Section 4.11 CVV Trustee Action. Except as otherwise specifically provided for herein, any actions to be taken by the CVV Trustees under or pursuant to this Agreement, shall be taken in accordance with the Plan or the CVV Declaration, as applicable.

ARTICLE V

COMPENSATION

Section 5.1 Fee.

(a) In consideration for the services to be provided by DSI under the Agreement, the Plan, the Confirmation Order or other applicable order, the Debtors shall pay to DSI a fee (the "Fee") in the amount of \$25,000 per month (pro rated for partial months). Except for the Fee, neither DSI nor any of its personnel shall be entitled to any additional compensation of any nature for its services set forth under the Plan, the Agreement, the Confirmation Order or other applicable order.

(b) The Fee (which DSI, as Plan Administrator, may cause to be withdrawn from the Operating Cash account) shall be payable monthly in arrears on or before the fifth (5th) business day of each calendar month.

Section 5.2 Expenses. DSI shall be reimbursed for reasonable out-of-pocket expenses incurred by the Plan Administrator and each DSI Person, including, without limitation, travel, lodging, duplicating, postage, computer research, messenger service and telephone service and the reasonable fees and expense of the agents, financial advisors, attorneys, consultants, independent contractors, representatives and other professionals retained by the Plan Administrator, including the reasonable fees and disbursements of counsel retained by DSI in connection with its service as Plan Administrator in accordance with the terms hereof. DSI shall provide an itemized monthly report with narrative descriptions of such expenses to, and provide supporting documents as reasonably requested by, the CVV Trustees. If the CVV Trustees reasonably objects to any portion of such requests for expense reimbursement within twenty (20) days of the receipt of such monthly report because the incurrence of such expense was not reasonable, DSI shall not be entitled to reimbursement for the portion of the expenses objected to until resolved. In the event the parties are unable to resolve a dispute as to an expense reimbursement, the Debtors, the Plan Administrator or the CVV Trustees, as applicable, may elect to submit any such dispute to the Bankruptcy Court for a determination

ARTICLE VI

TERMINATION

Section 6.1 Term. The term of this Agreement shall commence on the Start Date and end on the earliest of (x) the date on which DSI's resignation as Plan Administrator is effective in the event DSI resigns for any reason or (y) the "Termination Date" which shall be the first to occur of (i) the effective date of the removal of the Plan Administrator in accordance with Section 4.4 hereof, (ii) the date on which a certificate of termination, signed by the Plan Administrator and the CVV Trustees is filed with the Bankruptcy Court (provided that such certificate shall not be filed until all Assets have been liquidated and distributed and all Plan Distributions required to be made pursuant to the Plan and this Agreement have been made) and (iii) the later of (A) the date of the final distribution of Plan

Consideration, (B) date the order granting the final decree closing the last Chapter 11 Case that has not yet been closed becomes a Final Order, and (C) the CVV is dissolved in accordance with applicable law.

Section 6.2 Effect of Termination. In the event the Plan Administrator is terminated in accordance with this Agreement and the Plan, the Plan Administrator shall be compensated for any Fee earned and unpaid (pro rated for any partial months) and reimbursed for expenses incurred through the Termination Date.

Section 6.3 Other Obligations of the Plan Administrator Upon Termination. Prior to filing a certificate of termination, the Plan Administrator, shall (a) provide for the retention and storage of the books, records, and files that shall have been delivered to or created by it until such time as all such books, records, and files are no longer required to be retained and (b) file a certificate informing the Bankruptcy Court of the location at which such books, records, and files are being stored. Except as otherwise specifically provided herein, after the termination of this Agreement, the Plan Administrator shall have no further duties or obligations hereunder.

Section 6.4 Survival. Upon termination of this Agreement: (i) except as specifically provided herein, the Plan Administrator shall have no further duties or obligations hereunder or as Plan Administrator; and (ii) all obligations of the Debtors and the CVV contained herein shall terminate, except for those set forth in Sections 3.4(c), 4.5, 4.7, 6.2, and 6.3, as well as for those which, by their terms, should survive such termination (it being understood and agreed that all of such Sections shall survive termination of this Agreement).

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.2 Amendment and Waiver. This Agreement may not be amended except by an instrument executed the CVV Trustees and the Plan Administrator.

Section 7.3 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 rules of conflicts of laws of the State of New York or any other jurisdiction.

Section 7.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective on the Start Date.

Section 7.5 Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 7.6 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice:

If to the Plan Administrator:

Development Specialists, Inc.
333 South Grand Avenue
Suite 4100
Los Angeles, CA 90071
Attention: Mr. Thomas Jeremiassen

If to the Debtors:

Tony Naes
Mary Palmquist
5613 DTC Parkway
Suite 590
Greenwood Village, Co 80111

If to the Adelpia Recovery Trust:

919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705
Facsimile: (302) 652-4400
Attention: Dean A. Ziehl, Esq., Chairman

Section 7.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 7.6. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 7.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and therefore, this Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, the provisions of the Plan or Confirmation Order, as the case may be, shall control.

Section 7.9 Meaning of Terms. Except where the context otherwise requires, words importing the masculine include the feminine and the neuter, if appropriate, and words importing the singular number include the plural number and vice versa.

Section 7.10 Retention of Jurisdiction. As provided in Article XV of the Plan, the Bankruptcy Court shall retain jurisdiction of the Estates and Chapter 11 Cases to the fullest extent permitted by law, including, but not limited to, for the purposes of interpreting and implementing the provisions of this Agreement.

Section 7.12 Representations and Warranties of DSI.

(a) DSI represents and warrants to the Debtors and the Contingent Value Vehicle that the execution, delivery and performance of this Agreement by DSI will not, with or without the giving of notice and the lapse of time, or both: (i) violate any provision of any law, statute, rule, regulation or executive order to which DSI is subject; (ii) violate any judgment, order, writ or decree of any court to which DSI is subject; or (iii) result in the breach of or conflict with any term, covenant, condition or provision of any agreement or instrument (including, but not limited to, any non-competition or confidentiality agreement) to which DSI is a party.

(b) Power and Authority. DSI has all requisite corporate, partnership, limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and to perform its obligations hereunder.

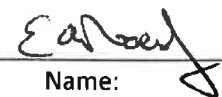
(c) Due Organization. DSI is duly organized, validly existing and in good standing under the laws of its state of organization and it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(d) Authorization. The execution and delivery of this Agreement and the performance of DSI's obligations hereunder have been duly authorized by all necessary corporate, partnership or limited liability company action on its part.

IN WITNESS WHEREOF, the parties have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers as of the date first above written.

Dated: July 25, 2019

ADELPHIA COMMUNICATIONS CORPORATION
(on behalf of itself and each of its reorganized Debtors)

By: 
Name: Eugene A Naes Jr
Title: Chief Financial Officer

DEVELOPMENT SPECIALISTS, INC.

By: _____
Name:
Title:

Section 7.10 Retention of Jurisdiction. As provided in Article XV of the Plan, the Bankruptcy Court shall retain jurisdiction of the Estates and Chapter 11 Cases to the fullest extent permitted by law, including, but not limited to, for the purposes of interpreting and implementing the provisions of this Agreement.

Section 7.12 Representations and Warranties of DSI.

(a) DSI represents and warrants to the Debtors and the Contingent Value Vehicle that the execution, delivery and performance of this Agreement by DSI will not, with or without the giving of notice and the lapse of time, or both: (i) violate any provision of any law, statute, rule, regulation or executive order to which DSI is subject; (ii) violate any judgment, order, writ or decree of any court to which DSI is subject; or (iii) result in the breach of or conflict with any term, covenant, condition or provision of any agreement or instrument (including, but not limited to, any non-competition or confidentiality agreement) to which DSI is a party.

(b) Power and Authority. DSI has all requisite corporate, partnership, limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and to perform its obligations hereunder.

(c) Due Organization. DSI is duly organized, validly existing and in good standing under the laws of its state of organization and it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(d) Authorization. The execution and delivery of this Agreement and the performance of DSI's obligations hereunder have been duly authorized by all necessary corporate, partnership or limited liability company action on its part.

IN WITNESS WHEREOF, the parties have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers as of the date first above written.

Dated: July 25, 2019

ADELPHIA COMMUNICATIONS CORPORATION
(on behalf of itself and each of its reorganized Debtors)

By: _____

Name:

Title:


DEVELOPMENT SPECIALISTS, INC.

By:  _____

Name: *Thomas Jeremiasen*

Title: *Sr. Managing Director*

ADELPHIA RECOVERY TRUST (Contingent Value Vehicle)

By: 
Name: DEAN A. ZIEHL
Title: CHAIR, BOARD TRUSTEES

Schedule A

DSI has appointed the following Persons to serve as officers of the Debtors as follows:

Tony Naes hereby is appointed as Treasurer for ACC and the Subsidiaries (including Adelpia Consolidation, LLC).

Mary Palmquist hereby is appointed as Secretary for ACC and the Subsidiaries (including Adelpia Consolidation, LLC).

Mark Chambers hereby is appointed an officer of ACC and Adelpia Consolidation, LLC.

Tony Naes hereby is appointed as Designated Representative of Adelpia Reserved Cash Distribution Trust.