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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS PURSUANT TO RULE 13d-2(a)

(Amendment No. 6)*

HIGH SPEED ACCESS CORP.
(Name of Issuer)

COMMON STOCK
(Title of Class of Securities)

42979U-102
(CUSIP Number)

William D. Savoy
Vulcan Ventures Incorporated
110 - 110th Avenue N.E., Suite 550
Bellevue, WA 98004
(206) 453-1940

Alvin G. Segel, Esq.
Irell & Manella LLP
1800 Avenue of the Stars
Suite 900
Los Angeles, CA 90067
(310) 277-1010

Curtis S. Shaw, Esq.
Charter Communications Ventures, LLC
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
(314) 965-0555

Leigh P. Ryan, Esq.
Paul, Hastings, Janofsky & Walker LLP
399 Park Avenue, 31st Fl.
New York, NY 10022
(212) 318-6000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

September 28, 2001
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1. NAMES OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS (ENTITIES ONLY)

Vulcan Ventures Incorporated

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)(a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS*

Not applicable

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(E)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

State of Washington

- | | |
|--|---|
| <p>NUMBER OF
SHARES
BENEFICIALLY
OWNED BY EACH
REPORTING
PERSON
WITH</p> | <p>7. SOLE VOTING POWER
-0- SHARES

8. SHARED VOTING POWER
27,798,278 SHARES (1)

9. SOLE DISPOSITIVE POWER
-0- SHARES

10. SHARED DISPOSITIVE POWER
27,798,278 SHARES (1)
-----</p> |
|--|---|

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

27,798,278 SHARES (1)

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

41.9% based on 58,809,052 shares of common stock outstanding as of June 30, 2001, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2001.

14. TYPE OF REPORTING PERSON*

CO

- (1) These shares are directly owned by Vulcan Ventures Incorporated. Paul G. Allen is the sole shareholder of Vulcan Ventures Incorporated and may be deemed to have shared voting and dispositive power with respect to such shares. The reported shares include 20,222,139 shares of common stock owned by Vulcan Ventures Incorporated and 7,576,139 shares of common stock that may be obtained upon conversion (at the conversion price in effect as of the date hereof) of 38,000 shares of Series D Preferred Stock owned by Vulcan Ventures Incorporated.

* SEE INSTRUCTIONS BEFORE FILLING OUT!

1. NAMES OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Paul G. Allen

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)(a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS*

Not applicable

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(E)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

	7. SOLE VOTING POWER
NUMBER OF	-0- SHARES
SHARES	
BENEFICIALLY	8. SHARED VOTING POWER
OWNED BY EACH	37,750,198 SHARES (1)
REPORTING	9. SOLE DISPOSITIVE SHARES
PERSON	-0- SHARES
WITH	10. SHARED DISPOSITIVE POWER
	37,750,198 SHARES (1)

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

37,750,198 SHARES (1)

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

49.5% based on 58,809,052 shares of common stock outstanding as of June 30, 2001, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2001.

14. TYPE OF REPORTING PERSON*

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- (1) 27,798,278 of these shares are directly owned by Vulcan Ventures Incorporated. Paul G. Allen is the sole shareholder of Vulcan Ventures Incorporated and may be deemed to have shared voting and dispositive power with respect to such shares. Such shares include 20,222,139 shares of common stock owned by Vulcan Ventures Incorporated and 7,576,139 shares of common stock that may be obtained upon conversion (at the conversion price in effect as of the date hereof) of 38,000 shares of Series D Preferred Stock owned by Vulcan Ventures Incorporated. The reported shares also include 2,575,153 shares of common stock issuable upon exercise of warrants held by Charter Communications, Inc., an affiliate of Mr. Allen. Mr. Allen may be deemed to have shared voting and dispositive power with respect to such shares. The reported shares also include 7,376,767 shares of common stock that may be obtained upon conversion (at the conversion price in effect as of the date hereof) of 37,000 shares of Series D Preferred Stock owned by Charter Communications Ventures, LLC, an affiliate of Mr. Allen.

Mr. Allen may be deemed to have shared voting and dispositive power with respect to such shares.

* SEE INSTRUCTIONS BEFORE FILLING OUT!

- 1. NAMES OF REPORTING PERSONS
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Charter Communications Ventures, LLC

- 2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)(a)
 (b)

- 3. SEC USE ONLY

- 4. SOURCE OF FUNDS*

Not applicable

- 5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) or 2(E)

- 6. CITIZENSHIP OR PLACE OF ORGANIZATION

State of Delaware

		7. SOLE VOTING POWER
NUMBER OF		-0- SHARES
SHARES	-----	
BENEFICIALLY		8. SHARED VOTING POWER
OWNED BY EACH		9,951,920 SHARES (1)
REPORTING		-----
PERSON		9. SOLE DISPOSITIVE SHARES
WITH		-0- SHARES

		10. SHARED DISPOSITIVE POWER
		9,951,920 SHARES (1)

- 11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

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- 13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14.5% based on 58,809,052 shares of common stock outstanding as of June 30, 2001, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2001.

- 14. TYPE OF REPORTING PERSON*

00

- (1) The reported shares include 2,575,153 shares of common stock issuable upon exercise of warrants held by Charter Communications, Inc., an affiliate of Charter Communications Ventures, LLC. Charter Communications Ventures, LLC may be deemed to have shared voting and dispositive power with respect to such shares. The reported shares also include 7,376,767 shares of common stock that may be obtained upon conversion (at the conversion price in effect as of the date hereof) of 37,000 shares of Series D Preferred Stock owned by Charter Communications Ventures, LLC. The reported shares do not include 7,576,139 shares of common stock that may be obtained upon conversion (at the conversion price in effect on the date hereof) of 38,000 shares of Series D Preferred Stock owned by Vulcan Ventures Incorporated that Charter Communications Holdings Company LLC, an affiliate of Charter Communications Ventures, LLC, has agreed to purchase pursuant to the Stock Purchase Agreement described below.

 1. NAMES OF REPORTING PERSONS
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Charter Communications Holdings, LLC

 2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a)
 (b)

 3. SEC USE ONLY

 4. SOURCE OF FUNDS*

Not applicable

 5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) or 2(E)

 6. CITIZENSHIP OR PLACE OF ORGANIZATION

State of Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER -0- SHARES ----- 8. SHARED VOTING POWER 9,951,920 SHARES (1) ----- 9. SOLE DISPOSITIVE SHARES -0- SHARES ----- 10. SHARED DISPOSITIVE POWER 9,951,920 SHARES (1)
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Charter Communications Holding Company, LLC

 2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)(a)
 (b)

 3. SEC USE ONLY

 4. SOURCE OF FUNDS *

AF

 5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) or 2(E)

 6. CITIZENSHIP OR PLACE OF ORGANIZATION

State of Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER -0- SHARES

	8. SHARED VOTING POWER 9,951,920 SHARES (1)

	9. SOLE DISPOSITIVE SHARES -0- SHARES

	10. SHARED DISPOSITIVE POWER 9,951,920 SHARES (1)

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Charter Communications, Inc.

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 (b)

 3. SEC USE ONLY

 4. SOURCE OF FUNDS*

Not applicable

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 TO ITEMS 2(d) or 2(E)

 6. CITIZENSHIP OR PLACE OF ORGANIZATION

State of Delaware

		7. SOLE VOTING POWER
NUMBER OF		- 0- SHARES
SHARES	-----	
BENEFICIALLY		8. SHARED VOTING POWER
OWNED BY EACH		9,951,920 SHARES (1)
REPORTING		-----
PERSON		9. SOLE DISPOSITIVE SHARES
WITH		- 0- SHARES

		10. SHARED DISPOSITIVE POWER
		9,951,920 SHARES (1)

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*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

This statement, which is being filed by Vulcan Ventures Incorporated, a Washington corporation ("Vulcan Ventures"), Charter Communications Ventures, LLC, a Delaware limited liability company ("Charter Ventures"), Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings"), Charter Communications Holding Company, LLC, a Delaware limited liability company ("Charter Holdco"), Charter Communications, Inc., a Delaware corporation ("Charter" and together with Charter Ventures, Charter Holdings and Charter Holdco, the "Charter Reporting Persons"), and Paul G. Allen, the Chairman, President and sole shareholder of Vulcan Ventures and the Chairman of Charter ("Mr. Allen", and together with Vulcan Ventures and the Charter Reporting Persons, the "Reporting Persons"), constitutes Amendment No. 6 to the Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on June 21, 1999, on Schedule 13D (the "Schedule 13D"), as amended by Amendment No. 1 filed with the SEC on June 28, 1999, Amendment No. 2 filed with the SEC on August 24, 1999, Amendment No. 3 filed with the SEC on November 17, 2000, Amendment No. 4 filed with the SEC on December 13, 2000 and Amendment No. 5 filed with the SEC on August 1, 2001. The Schedule 13D relates to the common stock, par value \$.01 per share, of High Speed Access Corp., a Delaware corporation (the "Issuer"). The item numbers and responses thereto below are in accordance with the requirements of Schedule 13D. Capitalized terms used herein and not defined shall have the meaning set forth in the Schedule 13D.

Each of the Reporting Persons acknowledges responsibility with respect to the information provided as to such signatory, but assumes no responsibility with respect to the information provided as to any other signatory.

ITEM 2. IDENTITY AND BACKGROUND

Item 2 of the Schedule 13D is hereby amended to reflect the following:

- o Jerald L. Kent and William D. Savoy are no longer directors of the Issuer;
- o The address of each officer and director described in Item 2 of prior Amendments to the Schedule 13D who listed his or her business address as Charter Communications, Inc., 12444 Powerscourt Drive, St. Louis, Missouri 63131 is now Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131; and
- o An additional paragraph describing an executive officer of the Charter Reporting Persons is added as follows:

Majid R. Mir, Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Mir is Senior Vice President - Telephony and Advanced Services of Charter Communications, Inc.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Schedule 13D is hereby amended by adding the following:

On September 28, 2001, Charter Holdco agreed to purchase 38,0000 shares of Series D Preferred Stock from Vulcan Ventures pursuant to the Stock Purchase Agreement described below. Charter Holdco intends to fund its purchase of the Series D Preferred Stock from its working capital.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Schedule 13D is hereby amended by adding the following:

Asset Purchase Agreement

On September 28, 2001, the Issuer and Charter Holdco entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of September 28, 2001, pursuant to which the Issuer agreed to sell to Charter Holdco substantially all of the Issuer's assets, and Charter Holdco agreed to assume certain of the Issuer's liabilities, related to the Issuer's business of providing high speed internet access to Charter's residential and commercial customers via cable modems (the "Cable Modem Business") pursuant to two Network Services Agreements, one dated November 25, 1998 (the "Full Turnkey Agreement") and the other dated as of May 12, 2000 (the "Second NSA Agreement" and together

with the Full Turnkey Agreement, the "Network Services Agreements").

Purchase Price

The purchase price for the acquired assets is \$81,100,000 in cash, subject to adjustment as described below, 75,000 shares of the Issuer's Series D Preferred Stock together with the cancellation of any rights to dividends with respect to such shares, and the cancellation of all warrants to buy shares of the Issuer's common stock held by Charter Holdco. The 75,000 shares of Series D Preferred Stock include the shares to be acquired by Charter Holdco from Vulcan Ventures pursuant to the Stock Purchase Agreement described below.

Purchase Price Adjustment

At closing, Charter Holdco will hold back \$750,000 for purposes of purchase price adjustments described in the following three paragraphs (the "Adjustment Holdback"). Charter Holdco will also hold back \$4,000,000 for purposes of settling indemnity claims under the Asset Purchase Agreement (the "Indemnification Holdback").

The purchase price will be increased at closing by the amount of current assets acquired by Charter Holdco, which will include items such as (i) certain accounts receivable from Charter Holdco related to the Second NSA Agreement, (ii) certain security deposits and prepayments and (iii) certain receivables from customers of the Cable Modem Business.

The purchase price will be decreased at closing by the sum of (i) the liabilities assumed by Charter Holdco under the capital leases assumed as part of the acquired assets, (ii) certain current liabilities incurred on or prior to closing related to the Cable Modem Business, including accounts payable, (iii) accrued costs related to employees of the Issuer to be hired by Charter Holdco, and (iv) certain charges payable by the Issuer to Charter Holdco in connection with the pre-closing operation of the Cable Modem Business.

Any decreases in the purchase price will be made first from the Adjustment Holdback and all adjustments to the purchase price will be made at or following closing.

Covenants and Agreements of the Issuer and Charter Holdco

Among other covenants, the Issuer agreed that it would conduct the Cable Modem Business in the ordinary course until closing and use commercially reasonable efforts to preserve the acquired assets and the Cable Modem Business and relationships with persons with whom it has significant business dealings in connection with the Cable Modem Business.

The parties agreed that Launch Fees payable by the Issuer to Charter Holdco under the Second NSA Agreement will not be payable unless the Asset Purchase Agreement is terminated in accordance with its terms. The parties also agreed that the Second NSA Agreement will terminate upon closing and that Charter Holdco will use its best efforts to cause the Full Turnkey Agreement to terminate as of the closing without liability to any party thereto.

Conditions to Closing

The closing of the Asset Purchase Agreement is subject to a number of conditions, including approval by (i) the holders of at least a majority of the Issuer's preferred and common stock, voting together as a single class (with the Series D Preferred Stock voting on an "as converted to common stock" basis), (ii) the holders of at least two-thirds of the Series D Preferred Stock, voting separately as a single class and (iii) the holders of at least a majority of the Issuer's preferred and common stock actually voting on the transaction other than Charter Holdco, Vulcan Ventures, or any of their respective affiliates, or any officers and directors of the Issuer that are entitled to receive a payment in the nature of compensation contingent upon consummation of the transactions (with the Series D Preferred Stock voting on an "as converted to common stock" basis).

The holders of over 51% of the Issuer's issued and outstanding common and preferred stock, counted together as a single class (including Charter Holdco, Vulcan Ventures and their affiliates and executive officers and directors of the Issuer), and the holders of all the Issuer's Series D Preferred Stock have agreed to vote in favor of the Asset Purchase Agreement. See "Voting

Agreement" below. The holders of common stock and preferred stock of the Issuer other than Charter Holdco, Vulcan Ventures, and their respective affiliates, and the executive officers and directors of the Issuer are not parties to or otherwise bound by the Voting Agreement; such holders will be afforded an opportunity to consider the transaction at a special meeting of the stockholders of the Issuer.

Closing is also conditioned upon termination of the Hart-Scott-Rodino waiting period and the absence of any material adverse change in the acquired assets or the Cable Modem Business.

Termination

If the Asset Purchase Agreement is terminated due to a party's negligent or willful failure to perform its obligations, that party must pay the reasonable out-of-pocket expenses incurred by the other party prior to the date of termination, including legal and banking fees, together with certain fees and expenses chargeable under the Management Agreement. See "Management Agreement" below.

The Issuer has the right to entertain unsolicited acquisition proposals that the Issuer's board of directors determines in its good faith judgment are more favorable to the Issuer's stockholders than the Asset Purchase Agreement and to terminate the Asset Purchase Agreement if the Issuer enters into a definitive agreement providing for such an alternative acquisition. The Asset Purchase Agreement does not provide for the payment of breakup fees or other penalties if the Issuer accepts such an alternative acquisition proposal; however, Charter Holdco will be entitled to reimbursement of its reasonable out-of-pocket expenses prior to the date of termination, including legal and banking fees, together with certain fees and expenses chargeable under the Management Agreement.

The Asset Purchase Agreement may also be terminated by the Issuer or Charter Holdco if the closing has not occurred on or prior to March 31, 2002.

Indemnification

The Issuer agreed to indemnify Charter Holdco against all claims arising from breaches of its representations, warranties or covenants, the excluded liabilities or the pre-closing operation of the Cable Modem Business. The Issuer's pre-closing covenants and representations and warranties will survive for a period of eighteen months after the closing, except that representations and warranties regarding title to the acquired assets will survive in perpetuity, the representations and warranties related to taxes will survive until after the statute of limitations has expired with respect to claims thereto and representations and warranties with respect to certain benefit plans and environmental matters will survive for twenty-four months after the closing.

The Issuer will have no liability for claims arising from breaches of its representations, warranties or pre-closing covenants unless the damages in the aggregate for such breaches exceed \$250,000, in which case, Charter Holdco is entitled to reimbursement from the first dollar of such damages. In addition, payments for damages related to claims arising from breaches of the Issuer's representations, warranties or pre-closing covenants will be made solely from and only to the extent of the \$4,000,000 Indemnification Holdback.

Charter Holdco is entitled to reimbursement from the first dollar of damages related to breaches of post-closing covenants, the representations and warranties related to title, taxes, certain benefit plans and environmental matters, the excluded liabilities, the operation of the Cable Modem Business before the closing and actual common law fraud, and such damages are not limited to the \$4,000,000 Indemnification Holdback.

Twelve months after closing, \$2 million of the Indemnification Holdback will be released to the Issuer, less the aggregate amount of indemnification claims previously satisfied from the Indemnification Holdback and any pending indemnification claims, and the balance, less previously paid and any pending indemnification claims, will be released to the Issuer eighteen months after the closing.

The foregoing description of the Asset Purchase Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Asset Purchase Agreement, a copy of which is filed herewith as Exhibit 10.1.

Management Agreement

In connection with the Asset Purchase Agreement, the Issuer and Charter entered into a Services and Management Agreement (the "Management Agreement") pursuant to which the Issuer agreed to allow Charter to perform certain services previously performed by the Issuer under a the Network Services Agreements.

Services

In the Management Agreement, Charter agreed to perform the services described in the Full Turnkey Agreement relating to the installation of internet access to Charter's residential and commercial subscribers. Charter also agreed to procure, at

its cost, after deployment of the modems owned by the Issuer at the CMB sites or in transit (the "Modem Inventory"), the cable modems necessary for such installation services. The Issuer and Charter agreed that they would each have the right to perform, at their respective costs, the marketing of internet access service to Charter's subscribers.

In the Management Agreement, the parties agreed that Charter would have the right, at its option, to perform certain additional services in order to facilitate the transition of the Cable Modem Business operations from the Issuer to Charter Holdco. These additional services included Charter's right to participate in policy-making by the Issuer relating to the customer care and operation of the Issuer's Louisville, Kentucky network operations center, the responsibility for making decisions relating to pursuit, termination and prioritization of the Cable Modem Business projects relating to engineering design and information systems infrastructure and operation, determining which employees will be assigned to perform any of the services covered under the Management Agreement, formulating and supervising programs, policies and procedures relating to the Cable Modem Business and establishing and directing the technical standards and procedures related to the Cable Modem Business.

Installation and Marketing Fees

In connection with Charter's performance of the installation and marketing services described above, the Issuer agreed to pay Charter the following amounts for each new subscriber connection added during the period expiring when neither of the Network Services Agreements is in effect or the Management Agreement is earlier terminated according to its terms: an installation fee of \$115, a marketing fee of \$50, \$150 for each Com 21 modem installed and \$100 for each DOCSIS modem installed (other than modems obtained from the Modem Inventory). These amounts accrue as a liability of the Issuer during the pre-closing period. If the Asset Purchase Agreement closes, the amounts due to Charter will be waived by Charter. If the Management Agreement is terminated prior to termination of the Asset Purchase Agreement, accrued amounts will not be payable until the earlier of closing of the Asset Purchase Agreement (in which case the amounts accrued are waived) or termination of the Asset Purchase Agreement, in which case the amounts accrued become immediately due and payable to Charter.

Incremented Costs

In the Management Agreement, Charter agreed to pay all costs and expenses ("incremental costs") incurred by the Issuer to the extent relating to and arising out of Charter's exercise of its right to perform the additional services described above. However, Charter's reimbursement obligation does not extend to costs incurred by the Issuer in conducting the Cable Modem Business in the ordinary course as required in the Asset Purchase Agreement or to costs that the Issuer would have incurred even without Charter's performance of such additional services. If incremental costs are less than or equal to \$100,000, Charter must pay the Issuer for those incremental costs at the closing of the Asset Purchase Agreement. Amounts in excess of \$100,000 are payable by Charter within 30 days of being invoiced for such costs. If the Issuer terminates the Management Agreement for reasons other than breaches of the Agreement by Charter or other misconduct by Charter, Charter does not have to pay any remaining outstanding incremental costs.

The foregoing description of the Management Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Management Agreement, a copy of which is filed herewith as Exhibit 10.2.

Billing Letter Agreement

In addition, Charter has elected under the November 25, 1998 Network Services Agreement to assume responsibility to bill cable subscribers and collect revenues in connection with the Cable Modem Business. The Issuer has agreed to assist Charter in the transition of this billing function from the Issuer to Charter, to deliver certain of its databases it used in the billing function, to make technical support personnel available to Charter and to provide Charter to free access to the Issuer's data exchange/software interface.

License Agreement

In connection with the Asset Purchase Agreement, the Issuer, HSA

International, Inc., a subsidiary of the Issuer (referred to collectively with the Issuer), and Charter Holdco entered into a License Agreement (the "License Agreement") pursuant to which Charter Holdco granted the Issuer rights to use certain intellectual property to be sold by the Issuer to Charter Holdco under the Asset Purchase Agreement in the conduct of the Issuer's remaining businesses.

Licensed Rights

These rights include domestic (U.S.) and international (non-U.S.) software tools licenses which are royalty-free, non-transferable and non-sublicensable licenses in HSA-created aspects and software for specified applications.

The Issuer may only use the domestic license in the operation of its U.S. web-hosting and broadband ISP business to facilitate the winding down of those businesses. The Issuer may only use the international license in the operation of its non-U.S. consulting and Internet service provisioning activities. The Issuer agreed that it would not use either license or related intellectual property rights in any manner that competes with the business of Charter Holdco or its affiliates.

License Term

The domestic license expires on the earlier of (i) such time as the Issuer ceases its domestic ISP and web-hosting activities and (ii) June 30, 2002. The international license expires three years from the date of the closing of the Asset Purchase Agreement.

Ownership of Licensed Property

The Issuer agreed to use the rights to be licensed from Charter Holdco in a manner conforming with the Issuer's customary uses and with applicable law. Except to the extent of the grant of the licensed rights, Charter Holdco is the sole and exclusive owner of all right, title and interest in the software tools and international intellectual property rights and all portions and copies thereof. The Issuer agreed that it would do nothing to impair Charter Holdco's ability to operate the Cable Modem Business.

The foregoing description of the License Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the License Agreement, a copy of which is filed herewith as Exhibit 10.3.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a) As of the date of this Amendment, Vulcan Ventures, Mr. Allen and each of the Charter Reporting Persons beneficially own 27,798,278 shares, 37,750,198 shares and 9,951,920 shares, respectively, of the Issuer's common stock. Such shares include 7,576,139 shares and 7,376,767 shares of common stock that may be obtained upon conversion (at the conversion price in effect as of the date hereof) of the 38,000 shares and 37,000 shares of Series D Preferred Stock held by Vulcan Ventures and Charter Ventures, respectively, and the shares of common stock issuable upon exercise of the 2,575,153 warrants held by Charter. The above conversion numbers for the Series D Preferred Stock are based on a liquidation preference of \$1,000 per share of Series D Preferred Stock and a conversion price of \$5.01875 per share of common stock.

Vulcan Ventures', Mr. Allen's and the Charter Reporting Persons' stockholdings, assuming immediate conversion of all of the shares of Series D Preferred Stock into shares of common stock and exercise of the warrants, represent approximately 41.9%, 49.5% and 14.5%, respectively, of the shares of the Issuer's common stock outstanding, including shares issuable on such conversion and exercise.

Upon consummation of the transactions contemplated by the Asset Purchase Agreement and the Stock Purchase Agreement, including the transfer of 38,000 shares of Series D Preferred Stock by Vulcan Ventures to Charter Holdco pursuant to the Stock Purchase Agreement and the subsequent transfer of all 75,000 shares of Series D Preferred Stock then held by Charter Holdco to the Issuer and the cancellation of the Charter Warrants (as defined in the Asset Purchase Agreement) pursuant to the Asset Purchase Agreement, Vulcan Ventures and Mr. Allen will each beneficially own 20,222,139 shares of the Issuer's common stock, which will represent approximately 34.4% of the Issuer's common stock then outstanding, and none of the Charter Reporting Persons will hold any securities of the Issuer. But see Items 4 and 6 for a description of termination provisions and conditions to closing of the Asset Purchase Agreement and the Stock Purchase Agreement.

All of the percentages set forth in this Item 5(a) are based upon 58,809,052 shares of the Issuer's common stock outstanding as of June 30, 2001, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2001.

To the best knowledge of Vulcan Ventures, Mr. Allen and the Charter Reporting Persons, none of the other parties named in Item 2 owns any of the Issuer's common stock, except as follows:

William D. Savoy, Vice President and a Director of Vulcan Ventures and a Director of Charter, Charter Holdco, and Charter Holdings, beneficially owns immediately exercisable options to acquire 40,750 shares of the Issuer's common stock. Mr. Savoy resigned as a Director of the Issuer on July 30, 2001. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such options.

Jerald L. Kent, President, Chief Executive Officer and a Director of the Charter Reporting Persons, beneficially owns 8,000 shares of the Issuer's common stock and immediately exercisable options to acquire 50,375 shares of the Issuer's common stock. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares and options.

David G. Barford, Executive Vice President and Chief Operating Officer of the Charter Reporting Persons, beneficially owns 5,769 shares of the Issuer's common stock as the sole trustee of a family trust. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares.

Thomas R. Jokerst, Senior Vice President - Advanced Technology Development of the Charter Reporting Persons, beneficially owns 30,000 shares of the Issuer's common stock. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares.

David L. McCall, Senior Vice President of Operations - Eastern Division of the Charter Reporting Persons, beneficially owns 2,000 shares of the Issuer's common stock. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares.

Steven A. Schumm, Executive Vice President, Assistant to the President of the Charter Reporting Persons, beneficially owns 2,300 shares of the Issuer's common stock, 1,150 shares of which are owned jointly with his wife and 1,150 shares of which are subject to a trust for the benefit of his mother of which he is the trustee. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares.

Stephen E. Silva, Senior Vice President - Corporate Development and Technology of the Charter Reporting Persons, beneficially owns 19,250 shares of the Issuer's common stock and immediately exercisable options to acquire 41,463 shares of the Issuer's common stock. Vulcan Ventures and the Charter Reporting Persons disclaim beneficial ownership of such shares and options.

(b) Vulcan Ventures and Mr. Allen have shared voting and dispositive power with respect to all of the shares of the Issuer's common stock and Series D Preferred Stock owned directly by Vulcan Ventures (including the shares of common stock issuable upon conversion of the Series D Preferred Stock). Mr. Allen and the Charter Reporting Persons have shared dispositive power with respect to all of the shares of the Issuer's common stock issuable upon the exercise of all warrants held by Charter and shared dispositive and voting power with respect to all of the shares of Series D Preferred Stock held by Charter Ventures (including the shares of common stock issuable upon conversion of the Series D Preferred Stock).

(c) None of Vulcan Ventures, Mr. Allen or the Charter Reporting Persons have, nor, to the knowledge of Vulcan Ventures, Mr. Allen or the Charter Reporting Persons, have any of Vulcan Ventures' or the Charter Reporting Persons' executive officers, directors or controlling persons, effected any transactions in the Issuer's common stock or Series D Preferred Stock during the past sixty days.

(d) Neither Vulcan Ventures, Mr. Allen nor the Charter Reporting Persons know any other person who has the right to receive or the power to direct the receipt of dividends from or the proceeds from the sale of any common stock directly owned by Vulcan Ventures, Mr. Allen or the Charter Reporting Persons.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of the Schedule 13D is hereby amended by adding the following:

Stock Purchase Agreement

In connection with the transactions contemplated by the Asset Purchase Agreement, Vulcan Ventures and Charter Holdco entered into a Stock Purchase Agreement (the "Stock Purchase Agreement") pursuant to which Charter Holdco will purchase from Vulcan Ventures 38,000 shares of the Issuer's Series D Preferred

Stock, which represents all of the Issuer's Series D Preferred Stock owned by Vulcan Ventures. The purchase price will be \$8 million in cash.

The closing of the sale of the Series D Preferred Stock under the Stock Purchase Agreement will occur immediately prior to the closing of the Asset Purchase Agreement.

The Stock Purchase Agreement terminates if the Asset Purchase Agreement terminates.

The foregoing description of the Stock Purchase Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Stock Purchase Agreement, a copy of which is filed herewith as Exhibit 10.4.

Voting Agreement

In connection with the Asset Purchase Agreement, the Issuer, Charter Ventures, Vulcan Ventures and the directors of the Issuer entered into a Voting Agreement (the "Voting Agreement") pursuant to which all parties agreed to vote all shares of the Issuer's common stock and/or preferred stock which they held in favor of the Asset Purchase Agreement and against any competing acquisition proposal.

The shares of preferred and common stock held by the parties to the Voting Agreement as of the date hereof represent approximately 51.4% of the Issuer's total issued and outstanding voting stock (assuming conversion of all 75,000 shares of Series D Preferred Stock) and 100% of the Series D Preferred Stock. The holders of common stock and preferred stock of the Issuer other than Charter Holdco, Vulcan Ventures, and their respective affiliates, and the executive officers and directors of the Issuer, are not parties to or otherwise bound by the Voting Agreement; such holders will be afforded an opportunity to consider the transaction at a special meeting of the stockholders of the Issuer.

The Voting Agreement terminates if the Asset Purchase Agreement terminates.

The foregoing description of the Voting Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Voting Agreement, a copy of which is filed herewith as Exhibit 10.5.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Schedule 13D is hereby amended by adding the following:

- Exhibit 10.1: Asset Purchase Agreement, dated as of September 28, 2001, between High Speed Access Corp. and Charter Communications Holding Company, LLC (including as Exhibit A, the Form of Voting Agreement, as Exhibit B, the form of Management Agreement, as Exhibit C, the form of License Agreement, and as Exhibit D, the Form of Billing Letter Agreement).
- Exhibit 10.2: Services and Management Agreement, dated as of September 28, 2001, between High Speed Access Corp. and Charter Communications, Inc.
- Exhibit 10.3: License Agreement, dated as of September 28, 2001, between High Speed Access Corp., HSA International, Inc. and Charter Communications Holding Company, LLC.
- Exhibit 10.4: Stock Purchase Agreement, dated as of September 28, 2001, by and among Vulcan Ventures Incorporated and Charter Communications Holding Company, LLC.
- Exhibit 10.5: Voting Agreement, dated as of September 28, 2001, between High Speed Access Corp, Charter Communications Ventures, LLC, Vulcan Ventures Incorporated and

certain directors party thereto.

Exhibit 99.1:

Joint Filing Statement (incorporated by reference to Exhibit 99.1 to the Reporting Persons' Schedule 13D/A, Amendment No. 3, filed November 17, 2000).

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
Exhibit 10.1:	Asset Purchase Agreement, dated as of September 28, 2001, between High Speed Access Corp. and Charter Communications Holding Company, LLC relating to the sale of assets by High Speed Access Corp (including as Exhibit A, the Form of Voting Agreement, as Exhibit B, the form of Management Agreement, as Exhibit C, the form of License Agreement, and as Exhibit D, the Form of Billing Letter Agreement).
Exhibit 10.2:	Services and Management Agreement, dated as of September 28, 2001, between High Speed Access Corp. and Charter Communications, Inc.
Exhibit 10.3:	License Agreement, dated as of September 28, 2001, between High Speed Access Corp., HSA International, Inc. and Charter Communications Holding Company, LLC.
Exhibit 10.4:	Stock Purchase Agreement, dated as of September 28, 2001, by and among Vulcan Ventures Incorporated and Charter Communications Holding Company, LLC.
Exhibit 10.5:	Voting Agreement, dated as of September 28, 2001, between High Speed Access Corp, Charter Communications Ventures, LLC, Vulcan Ventures Incorporated and certain directors party thereto.
Exhibit 99.1:	Joint Filing Statement (incorporated by reference to Exhibit 99.1 to the Reporting Persons' Schedule 13D/A, Amendment No. 3, filed November 17, 2000).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 28, 2001

VULCAN VENTURES INCORPORATED

By: /s/ William D. Savoy

Name: William D. Savoy
Title: Vice President

Dated: September 28, 2001

*

Paul G. Allen

*By:/s/ William D. Savoy

William D. Savoy as Attorney in Fact
for Paul G. Allen pursuant to a Power
of Attorney filed on August 30, 1999,
with the Schedule 13G of Vulcan
Ventures Incorporated and Paul G. Allen
for Pathogenesis, Inc., and
incorporated herein by reference

Dated: September 28, 2001

CHARTER COMMUNICATIONS VENTURES, LLC

By: /s/ Curtis S. Shaw

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and
Secretary

Dated: September 28, 2001

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: /s/ Curtis S. Shaw

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and
Secretary

Dated: September 28, 2001

CHARTER COMMUNICATIONS HOLDING COMPANY,
LLC

By: /s/ Curtis S. Shaw

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and
Secretary

Dated: September 28, 2001

CHARTER COMMUNICATIONS, INC.

By: /s/ Curtis S. Shaw

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and
Secretary

ASSET PURCHASE AGREEMENT

between

HIGH SPEED ACCESS CORP.

and

CHARTER COMMUNICATIONS HOLDING COMPANY, LLC

Dated as of September 28, 2001

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of September 28, 2001, between High Speed Access Corp., a Delaware corporation ("Seller"), and Charter Communications Holding Company, LLC, a Delaware limited liability company ("Holdco").

RECITALS

WHEREAS, Seller is engaged in the business of providing broadband Internet access over cable and related services (the "Business");

WHEREAS, a significant portion of the Business conducted by Seller relates to the provision of high speed internet access to residential and commercial customers of Holdco and its Affiliates via cable modems pursuant to the Full Turnkey Agreement and Second NSA Agreement (each as hereinafter defined), and includes research and development and implementation of that business (the "Cable Modem Business");

WHEREAS, Seller desires to sell, transfer and assign to Holdco, and Holdco desires to purchase and assume from Seller, certain of the assets and liabilities of the Cable Modem Business, namely, the Acquired Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth herein;

WHEREAS, Seller has notified its cable partners that it intends to exit from certain one-way cable television markets and to exit all of its turnkey contracts with cable operators other than Holdco;

WHEREAS, in order to induce Seller and Holdco to enter into this Agreement, as of the date hereof, Seller, Charter Communications Ventures, LLC ("Charter Ventures"), Vulcan Ventures Incorporated ("Vulcan") and certain other stockholders of Seller are entering into a Voting Agreement, substantially in the form attached as Exhibit A hereto (the "Voting Agreement");

WHEREAS, in order to induce Holdco to enter into this Agreement, as of the date hereof, Charter Communications, Inc., a Delaware corporation ("CCI") and Seller are entering into a Services and Management Agreement, substantially in the form attached as Exhibit B hereto (the "Management Agreement");

WHEREAS, in order to induce Seller to enter into this Agreement, as of the date hereof, Holdco and Seller are entering into a License Agreement, substantially in the form attached as Exhibit C hereto (the "License Agreement"); and

WHEREAS, in order to induce Holdco to enter into this Agreement, as of the date hereof, Holdco and Seller are entering into a Billing Letter Agreement, substantially in the form attached as Exhibit D hereto (the "Billing Letter Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Specified Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below:

"Accounts Payable" means the accounts payable by Seller arising out of the operation of the Cable Modem Business as of the Closing Date (to the extent not paid or retained by Seller as of or at the Closing), excluding the Intercompany Payments and the Excluded Liabilities.

"Accounts Receivable" means the accounts receivable, as of the Closing Date, of Seller arising out of the operation of the Cable Modem Business, including the Adjusted Accounts Receivable.

"Acquired Current Assets" means Adjusted Accounts Receivable, Assigned Security Deposits and Prepayments.

"Adjusted Accounts Receivable" means the sum of the following:

(a) 100% of all Seller's accounts receivable from Holdco related to the Second NSA Agreement plus amounts billed and outstanding from September 1, 2001 through the Closing Date with respect to circuits and web hosting plus any outstanding Incremental Costs (as such term is defined in the Management Agreement) (collectively, the "CCI Receivables"), excluding the Intercompany Payments; and

(b) amounts due to Seller from users of Seller's services in the Cable Modem Business as of the Closing Date that are not more than 90 days past the date of the applicable invoice (being not more than 60 days past the end of the applicable service period), which amounts are calculated as set forth on Schedule 1.01(a) (the "Non-CCI Receivables").

"Affiliate" of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Assigned Security Deposits" means the Security Deposits set forth on Schedule 1.01(b).

"Assigned Voice & Data Circuits" means voice circuits, data circuits and related contracts and agreements pertaining primarily to the CMB Sites set forth on Schedule 1.01(c).

"Assumed Capital Leases" means the Capital Leases set forth on Schedule 1.01(d).

"Assumed Capital Lease Liabilities" means all Liabilities of Seller under the Assumed Capital Leases, valued at their GAAP carrying value on the Closing Date.

"Assumed Contracts" means all of the Contracts set forth on Schedule 5.11(a)(i), together with (i) subscription agreements with individual residential subscribers or commercial establishments for the services provided by Seller with respect to the Cable Modem Business in the ordinary course of business; (ii) miscellaneous service Contracts or buyer's requirements Contracts with Seller's vendors terminable at will or upon notice of thirty (30) days or less without penalty; and (iii) any Contract not involving a monetary obligation in excess of \$25,000 payable within 12 months.

"Assumed Current Liabilities" means the Accounts Payable, Hired Employee Costs and Other Current Liabilities.

"Assumed Operating Leases" means the Operating Leases set forth on Schedule 1.01(e).

"Assumed Operating Lease Liabilities" means all Liabilities of Seller under the Assumed Operating Leases.

"Assumed Real Estate Leases" means the Real Estate Leases set forth on Schedule 1.01(f).

"Assumed Real Estate Lease Liabilities" means all Liabilities of Seller under the Assumed Real Estate Leases.

"Benefit Plans" means all "employee benefit plans" as defined in Section 3(3) of ERISA and all bonus or other incentive compensation, deferred compensation, supplemental retirement, employee loan, salary continuation, severance, retention, vacation, sick leave, stock or other equity-related award, option or purchase, educational assistance or leave of absence agreements, arrangements, policies or plans maintained directly or indirectly by Seller or any Affiliate of Seller relating to CMB Employees, officers, directors, or other service providers.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in New York, New York are authorized or obligated by law, regulation or executive order to be closed.

"Capital Leases" means capital leases with any Person under which Seller is the lessee of, or holds or uses, any machinery, equipment, vehicles or other tangible personal property owned by any Person.

"CMB Business Records" means any documents, books, records, files or papers of Seller, whether in hard copy or computer format, primarily related to the Acquired Assets, Assumed Liabilities or the Cable Modem Business, including, without limitation, all training materials, sales and promotional literature, manuals and data, sales and purchase correspondence, personnel and employment records, customer lists, supplier lists, catalogs, research material, e-mail addresses, Charter system IP address blocks, passwords, URLs and domain names, but

excluding any and all internal e-mail between Seller's directors, officers and employees residing on Seller's corporate domain whether in relation to the Cable Modem Business or otherwise.

"CMB Claims" means rights, claims, actions and causes of action that Seller may have against any third party to the extent relating to the Cable Modem Business, Acquired Assets or the Assumed Liabilities, including all rights of Seller under or pursuant to all warranties, representations, guarantees and service agreements if any, made by suppliers, manufacturers and contractors in connection with products sold to or services provided to Seller for the Cable Modem Business, or affecting the property, machinery or equipment owned or leased by Seller and used in the conduct of the Cable Modem Business.

"CMB Intellectual Property" means any and all Intellectual Property used or held for use or in development for use by or for Seller primarily in relation to or necessary for the Cable Modem Business, other than Seller's website at www.hsacorp.net.

"CMB Sites" means Seller's call center and network operating center in Louisville, Kentucky and Seller's data centers (or Internet hosting sites) located at the addresses set forth on Schedule 1.01(g) provided in Washington, D.C. by Exodus Communications, Inc. and in Denver, Colorado by Virado (FKA FirstWorld, Inc.) and Inflow.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means contracts, agreements, commitments and other legally binding arrangements, including, without limitation, customer, supplier and subscriber contracts, in each case whether oral or written, relating primarily to the Cable Modem Business to which Seller or any of its Subsidiaries is a party or bound, but excluding Operating Leases, Capital Leases and Real Estate Leases.

"Customer Care Matters" means all customer care service issues and complaints (including, without limitation, open Remedy tickets and complaints), third party infringement claims regarding cable modem subscribers' data files and activities (e.g., RIAA and Software Alliance), and law enforcement subpoenas and court orders seeking, without limitation, subscriber database information and activity logs.

"Excluded Stockholders" means (1) Holdco, Vulcan and their respective Affiliates and (2) any executive officer or director of Seller who will be entitled to receive any change of control, severance or other payment or benefit in the nature of compensation that is contingent upon consummation of the Transactions (other than solely in his or her capacity as a stockholder of Seller).

"Employee Claims" means any allegations of sexual harassment, workplace harassment, unlawful discrimination; violations of city, state and federal equal employment laws; violations of wage/hour laws; unfair employment practices of any type; unfair labor practices; violations of family and medical leave laws; any harm to an employee, independent contractor, or consultant arising from the employment relationship or the termination of that relationship; slander, tortious interference with contract, intentional infliction of emotional distress, invasion of privacy and generally any common law tort of any type; breach of contract; failure to pay benefits due under any arrangement, including any Benefit Plan; violations of the WARN Act;

any harm to an individual arising from or through the individual's employment relationship or the termination of that relationship with Seller; unpaid salary or benefits or otherwise, made by any employee of Seller or any of its Subsidiaries against Seller or any of its Subsidiaries.

"Environmental Law" means any applicable Legal Requirement relating to pollution or the protection of the environment (including, ambient air, surface water, ground water or land), including, but not limited to any applicable provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.ss.ss. 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C.ss.ss. 6901 et seq.), the Toxic Substances Control Act (42 U.S.C.ss.ss. 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C.ss.ss. 136 et seq.), the Hazardous Materials Transportation Act (49 U.S.C.ss.ss. 1801 et seq.), or the Clean Water Act (33 U.S.C.ss. 1251 et seq.).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fixtures and Equipment" means all furniture, fixtures, furnishings, machinery, vehicles, equipment and other tangible personal property (excluding Modem Inventory and Other Inventory) owned or leased by Seller or its Subsidiaries and used or held for use primarily in relation to or necessary for the Cable Modem Business and the CMB Sites, including all Seller-owned or leased equipment in Holdco's systems headends and subscriber homes (but excluding Fixtures and Equipment the subject of the Capital Leases and Operating Leases described in Sections 2.02(e) and (f)).

"Full Turnkey Agreement" means the Network Services Agreement, dated November 25, 1998, by and among Seller, CCI and Marcus Cable, Inc., as assigned by CCI to Holdco pursuant to the Assignment of the Network Services Agreement between Seller, Holdco and CCI dated November 8, 1999.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any agency, board, bureau, court, commission, department, instrumentality or administration of any foreign government, the United States government, any state government or any local or other governmental body in a state, territory or possession of the United States or the District of Columbia.

"Hazardous Substances" means any substance, material or waste that is classified, characterized or otherwise regulated by any applicable Environmental Law as hazardous, toxic, pollutant, contaminant, or words of similar meaning and effecting, including but not limited to (a) any petroleum or petroleum compounds (refined or crude); (b) asbestos or asbestos-containing material; and (c) polychlorinated biphenyls.

"Hired Employee Costs" means the sum of (a) the accrued and unpaid base salary and base wages as of the Closing Date, together with accrued (in accordance with GAAP) and unpaid employer taxes with respect thereto, (b) the economic value of unused vacation and sick time as of the Closing Date, together with accrued (in accordance with GAAP) and unpaid

employer taxes with respect thereto, and (c) up to \$750,000 of accrued bonuses, in each case to be paid or credited to Hired Employees by Holdco pursuant to Section 8.09 hereof.

"Houlihan Lokey" means Houlihan Lokey Howard & Zukin Financial Advisors, Inc.

"Houlihan Lokey Opinion" means the opinion rendered by Houlihan Lokey to the Board of Directors of Seller, dated September 21, 2001, to the effect that, as of such date, the Cash Amount (as adjusted pursuant to Section 3.03), together with the assumption by Holdco of the Assumed Liabilities, constitutes fair consideration and reasonably equivalent value for the Acquired Assets.

"HSA Common Stock" means the common stock of Seller, par value \$0.01 per share.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"HSR Date" means the date upon which the waiting period applicable to the transactions contemplated hereby under the HSR Act shall have terminated or expired.

"Intellectual Property" means any or all of the following and all intellectual property rights in, arising out of, or associated therewith: (i) all United States and other patents and utility models and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries ("Patents"), (ii) all inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation embodying or evidencing any of the foregoing ("Trade Secrets"), (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world ("Copyrights"), (iv) all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology ("Maskworks"); (v) all industrial designs and any registrations and applications therefor throughout the world; (vi) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("Marks"), (viii) all rights in interactive or noninteractive computer program instruction code, whether in human-readable source code form, machine-readable binary form, firmware, scripts, interpretive text, or otherwise, along with any technical, user, or other documentation related thereto, and including any related data files or data objects, and all media on which any of the foregoing is recorded ("Software"), (ix) all rights in worldwide web addresses, Uniform Resource Locators, and domain names, and (x) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

"Intercompany Payments" means, collectively, the fixed amounts payable by Seller and Holdco pursuant to Sections 4.02(a) and 4.03(b) hereof.

"Launch Fees" means fees payable by Seller to Holdco pursuant to the Second NSA Agreement with respect to the launch of new cable modem services.

"Legal Requirement" means any statute, ordinance, code, law, rule, regulation, permit, agency notice or order, approval, consent decree, order or other written requirement, standard or procedure enacted, adopted or applied by any Governmental Authority, together with all related amendments, implementing regulations, and reauthorizations including any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration.

"Lehman Opinion" means the opinion rendered by Lehman to the Board of Directors of Seller, dated September 21, 2001, to the effect that, as of such date, the consideration to be received by Seller pursuant to this Agreement is fair to Seller from a financial point of view.

"Liabilities" means, as to any Person, all debts, adverse claims, liabilities and obligations, direct, indirect, absolute or contingent, known or unknown, of such Person, whether accrued, vested or otherwise, whether in contract, tort, strict liability or otherwise and whether or not actually reflected, or required by GAAP to be reflected, in such Person's balance sheet or other books and records.

"Liens" means mortgages, liens (including Tax liens), security interests, easements, rights of way, pledges, restrictions or encumbrances of any nature whatsoever.

"Losses" means any and all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, arbitrations, assessments, losses, damages, liabilities, obligations (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein) and any reasonable costs and expenses, including, without limitation, attorney's and other advisors' fees and disbursements.

"Material Adverse Effect" means an effect or change that, when taken together with all other effects or changes, is materially adverse to (i) the condition or value of the Acquired Assets or to the business, financial condition or results of operations of the Cable Modem Business or (ii) the ability of Seller to perform its obligations under this Agreement or the Management Agreement or to consummate the Transactions, provided that none of the following shall be deemed in and of itself, either alone or in combination, to constitute a Material Adverse Effect on Seller: (A) any changes in general economic conditions; (B) any changes generally affecting the industries in which Seller and its Subsidiaries operate that do not disproportionately affect Seller; or (C) any changes negatively affecting the Cable Modem Business to the extent arising from or relating to actions taken by CCI pursuant to the terms of the Management Agreement.

"Material Contract" means any Contract other than: (i) subscription agreements with individual residential subscribers or commercial establishments for the services provided by Seller with respect to the Cable Modem Business in the ordinary course of business; (ii) miscellaneous service Contracts or buyer's requirements Contracts with Seller's vendors terminable at will or upon notice of thirty (30) days or less without penalty; (iii) any Contract not involving a monetary obligation in excess of \$25,000 payable within a 12 month period; and (iv) employment contracts for Persons who are not Hired Employees.

"Modem Inventory" means modems and related supplies and parts owned by Seller at the CMB Sites or in transit from or to the CMB sites.

"Operating Leases" means operating leases with any Person under which Seller is the lessee of, or holds or uses, any machinery, equipment, vehicles or other tangible personal property owned by any Person (and does not include Capital Leases).

"Other Current Assets" means any current assets of Seller used in or primarily relating to or necessary for the Cable Modem Business as of the Closing Date, included in the Acquired Assets and transferred to Holdco at the Closing, determined in accordance with GAAP, other than Adjusted Accounts Receivable, Assigned Security Deposits and Prepayments. Other Current Assets shall not include Other Inventory, the Intercompany Payments or Excluded Assets.

"Other Current Liabilities" means accrued expenses and other current Liabilities (determined in accordance with GAAP) of Seller as of the Closing Date in relation to the Cable Modem Business that are included in the Assumed Liabilities and assumed by Holdco at the Closing. Other Current Liabilities shall include, without limitation, (a) all accrued and unpaid real property and personal property taxes (taking into account Section 8.15(b)), (b) accrued (in accordance in with GAAP) and unpaid expenses relating to the Acquired Assets for periods prior to the Closing Date and (c) any amounts due with respect to franchise fees. Notwithstanding the foregoing, Other Current Liabilities shall not include Assumed Capital Lease Liabilities, Assumed Real Estate Lease Liabilities, Assumed Operating Lease Liabilities, CSR Charges (as defined in Section 8.22 below), Accounts Payable, Hired Employee Costs, real property and personal property taxes and accrued and unpaid expenses relating to the Acquired Assets attributable to post-Closing periods (taking into account Section 8.15(b)), Transfer Taxes and any liability of Seller in respect of Taxes in accordance with Section 2.04(e) hereof.

"Other Inventory" means all inventory owned by Seller other than the Modem Inventory.

"Permits" means any permits, licenses, franchises and other authorizations by or of any Governmental Authority that are owned or held by or otherwise have been granted to or for the benefit of Seller and that relate to the operation of the Cable Modem Business or the CMB Sites.

"Permitted Liens" means the following Liens: (a) Liens for Taxes, assessments and governmental charges not yet due and payable or Taxes being contested in good faith by appropriate proceedings, all of which as of the date hereof are disclosed on Schedule 1.01(i); (b) zoning laws and ordinances and similar Legal Requirements; (c) any right reserved to any Governmental Authority to regulate the affected property; (d) in the case of any leased Acquired Asset, (i) the rights of any lessor and (ii) any Lien granted by any lessor of such leased Acquired Asset; (e) inchoate materialmen's, mechanics', workmen's, repairmen's or other like inchoate Liens arising in the ordinary course of business which constitute Assumed Liabilities; (f) in the case of Real Property Leases, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not individually or in the aggregate materially interfere with the right to convey such leasehold or other interest; or (g) any Lien that

does not individually or in the aggregate together with other Permitted Liens interfere with the continued use of the Acquired Assets subject thereto or the operation of the Cable Modem Business as currently being conducted; provided, that the dollar amount of the financial obligations to which any Permitted Lien or Liens relate shall not exceed \$50,000 in the aggregate (provided, further that such \$50,000 limit shall not apply to the Liens described in subparagraph (a) above).

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, other form of business or legal entity or Governmental Authority.

"Prepayments" means all prepaid expenses of Seller as of the Closing Date described on Schedule 1.01(h).

"Real Estate Leases" means leases or subleases of real property under which Seller is a lessee or sub-lessee.

"Second NSA Agreement" means the Network Services Agreement, dated May 12, 2000, by and between Seller and CCI, as assigned by CCI to Holdco pursuant to the Assignment and Assumption Agreement between CCI and Holdco dated August 1, 2000.

"Security Deposits" means security, restricted cash, vendor, utility or other deposits.

"Series D Preferred Stock" means Series D Senior Convertible Preferred Stock of Seller, par value \$0.01 per share.

"Subsidiaries" means any entity directly or indirectly controlled by Seller, including HSA Telecom Operating Co., Inc., HSA International, Inc. and Digital Chainsaw, Inc.

"Tax" or "Taxes" means all taxes of any kind, charges, fees, customs, duties, imposts, levies, required deposits or other assessments, including, without limitation, all net income, gross receipts, ad valorem, value added, alternative or add-on minimum (including taxes under Section 59A of the Code), transfer, gains, franchise, profits, inventory, net worth, capital stock, asset, sales, use, license, estimated, withholding, payroll, transaction, capital, employment, social security, workers compensation, unemployment, excise, severance, stamp, occupation, and personal and real property taxes, together with any interest and any penalties, additions to tax or additional amounts, imposed by any Federal, state, local or foreign taxing authority, whether disputed or not, and shall include any liability pursuant to Treasury Regulation ss.1.1502-6 or any tax sharing or contribution agreement and any transferee or successor liability in respect of Taxes.

"Technology and Know-How" means all Trade Secrets, engineering information, specifications, designs, drawings, processes and quality control data, computer hardware, management information systems, Software, Marks, and any other intangible property and applications for the same used or held for use or in development for use by or for Seller primarily in relation to or necessary for the operation of the Cable Modem Business, including any technology evaluation reports and white papers, other than technology, know-how and other

intangible property and applications that are non-confidential and generally known and used in the high speed Internet access industry.

"Transactions" means the sale and purchase of the Acquired Assets, the assumption of the Assumed Liabilities, and the other transactions contemplated by this Agreement and the other Transaction Documents.

"Transaction Documents" means this Agreement, the Voting Agreement, the Management Agreement, the License Agreement, the Billing Letter Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement.

"Transfer Tax" or "Transfer Taxes" means any Federal, state, county, local, foreign and other sales, use, transfer, conveyance, documentary transfer, recording or other similar tax, fee or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to tax or interest with respect thereto, but such term shall not include any tax on, based upon or measured by, the net income, gains or profits from such sale, transfer or assignment of the property or any interest therein.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any successor Legal Requirement, and the rules and regulations thereunder and under any successor law.

Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

Section 1.02. Other Terms. Other capitalized terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

Section 1.03. Interpretation.

(a) When a reference is made in this Agreement to a Section, Schedule or Exhibit, such reference shall be to a Section of, or a Schedule or Exhibit to, this Agreement unless otherwise indicated.

(b) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation".

(d) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) All references to "\$" and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(h) Unless otherwise specifically provided herein, all references to any financial or accounting terms shall be defined in accordance with GAAP.

(i) The term "day", unless specified as a "Business Day", means a calendar day.

(j) The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be the date referenced in the Recitals hereto.

ARTICLE II TRANSFER OF ASSETS AND LIABILITIES

Section 2.01. Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Seller will sell, assign, transfer, convey and deliver to Holdco, and Holdco will purchase, acquire and accept from Seller, all right, title and interest of Seller or any of its Subsidiaries in and to the Acquired Assets free and clear of all Liens other than Permitted Liens. The term "Acquired Assets" means all of the business, properties, assets, contracts, permits, licenses, authorizations, interests, claims, goodwill and rights of Seller, whether real or personal, tangible or intangible, and wherever located, that are owned, leased, used or held for use by Seller or any of its Subsidiaries primarily in, or primarily relating to or necessary to the performance of, the Cable Modem Business, other than the Excluded Assets. The Acquired Assets include, without limitation, the following:

(a) the Assumed Real Estate Leases;

(b) the Assumed Capital Leases;

(c) the Assumed Operating Leases;

(d) the Assigned Security Deposits;

(e) subject to Section 2.02(h), all Fixtures and Equipment, including, but not limited to, those set forth on Schedule 2.01(e);

(f) the Assigned Voice & Data Circuits;

(g) all Accounts Receivable;

(h) the Assumed Contracts;

(i) the CMB Intellectual Property, including, but not limited to, the CMB Intellectual Property set forth on Schedule 2.01(i);

(j) the Technology and Know-How, including, but not limited to, the Technology and Know-How set forth on Schedule 2.01(j);

(k) all Permits, including, but not limited to, those set forth on Schedule 2.01(k);

(l) all CMB Claims;

(m) all Prepayments;

(n) the Other Current Assets;

(o) all Modem Inventory;

(p) the CMB Business Records; and

(q) all goodwill related to the foregoing assets.

Seller and Holdco acknowledge that the Accounts Receivable, Prepayments, CMB Claims, Other Current Assets, Modem Inventory and CMB Business Records included in the Acquired Assets may change in the ordinary course of business consistent with Section 7.01.

Section 2.02. Excluded Assets. The term "Excluded Assets" means all assets of Seller other than the Acquired Assets, including the following:

(a) the capital stock in each of the Subsidiaries;

(b) all contracts, agreements, commitments and other legally binding arrangements, whether oral or written, other than the Assumed Contracts;

(c) all Security Deposits other than the Assigned Security Deposits;

(d) all Real Estate Leases other than the Assumed Real Estate Leases;

(e) all Capital Leases other than the Assumed Capital Leases;

(f) all Operating Leases other than the Assumed Operating Leases;

(g) all voice circuits, data circuits and related contracts and agreements other than the Assigned Voice & Data Circuits, including those set forth on Schedule 2.02(g)

(h) the Fixtures and Equipment set forth on Schedule 2.02(h);

(i) all Other Inventory;

(j) all assets (including, without limitation, facilities, equipment, intellectual property, technology, permits and licenses) that are both (i) used primarily in businesses other than the Cable Modem Business and (ii) not necessary for the performance of the Cable Modem Business;

(k) all cash on hand or in banks and all cash equivalents or similar type investments, uncollected checks, bank accounts, certificates of deposit, Treasury bills and other marketable securities;

(l) all insurance policies of Seller and rights thereunder, including, without limitation, all insurance proceeds received prior to the Closing, or rights to insurance proceeds receivable after the Closing (except as otherwise provided in Section 2.05 hereof);

(m) all rights, claims and causes of action relating to any of the Excluded Liabilities or the Excluded Assets;

(n) all rights and claims for refunds of, or credits against, Taxes (including all investment tax credits, research credits and credits for prepayments of Taxes), except as otherwise provided in Section 8.15(b); and

(o) the miscellaneous assets set forth on Schedule 2.02(o).

Section 2.03. Assumption of Liabilities. On the terms and subject to the conditions of this Agreement, Holdco hereby agrees to assume, effective as of the Closing, and agrees to pay, perform and discharge when due, the following (collectively the "Assumed Liabilities"):

(a) Except as set forth in Section 2.03(b) below, all Liabilities of Seller accruing and relating to periods on or after the Closing Date in respect of the Acquired Assets as assigned and transferred to Holdco at the Closing (taking into account Section 8.15); and

(b) the following Liabilities of Seller without regard to the periods to which such Liabilities relate:

- (i) the Assumed Current Liabilities;
- (ii) the Assumed Capital Lease Liabilities;
- (iii) the Assumed Operating Lease Liabilities; and
- (iv) the Assumed Real Estate Lease Liabilities.

Section 2.04. Excluded Liabilities. All Liabilities of Seller or any of its Subsidiaries, whether or not arising out of the Acquired Assets or the Cable Modem Business, other than the Assumed Liabilities, will remain and be the obligations and liabilities solely of Seller and will be "Excluded Liabilities", including, without limitation, the following:

(a) any Liabilities of Seller or any of its Subsidiaries to the extent not arising out of, relating to or otherwise in respect of the Acquired Assets or the Cable Modem Business (or the operations thereof);

(b) any Liability of Seller or any of its Subsidiaries (i) for or arising out of any indebtedness of Seller or any of its Subsidiaries for borrowed money, (ii) for any credit, loan or other agreements arising out of or relating to the Acquired Assets and pursuant to which Seller or any of its Subsidiaries has created, incurred, assumed or guaranteed indebtedness for borrowed money or under which any Lien securing such indebtedness has been or may be imposed on any Acquired Asset or (iii) with respect to any financial obligation underlying any Permitted Lien existing as of the Closing Date;

(c) all Liabilities arising out of the leasing or operation of (i) the CMB Sites before the Closing Date and (ii) any property or facility other than the CMB Sites at any time, including without limitation any Liabilities relating to personal injury, property damage, the environment, on-site or off-site waste disposal or any contractual indemnification provided in connection with such property or facility;

(d) any Liability of Seller or any of its Subsidiaries under contracts, agreements, commitments and other legally binding arrangements, whether written or oral to which Seller or any of its Subsidiaries is a party or is bound, other than (1) Liability under the Assumed Contracts to the extent such Contracts are validly assigned to Holdco and do not relate to acts or omissions of Seller occurring prior to the Closing Date or which are to be paid, performed or satisfied prior to the Closing Date and (2) Assumed Current Liabilities to the extent that such Liabilities relate to Assumed Contracts that are validly assigned to Holdco;

(e) any Liability of Seller or any of its Subsidiaries in respect of Taxes (including real or personal property Taxes) for all periods ending on or prior to the Closing Date (except as otherwise provided in Section 8.15 hereof);

(f) any Liability with respect to (i) any employment agreement or understanding with any employee of Seller, whether written or oral (except with respect to the Hired Employee Costs), (ii) any agreement, plan or policy relating to Seller's employees or employment matters, including, without limitation, any stock option or other incentive plan, Benefit Plan, consulting, severance, change of control or similar agreement and (iii) any Employee Claims to the extent relating to events occurring prior to the Closing Date; and

(g) any claim, action, suit, proceeding, arbitration, investigation or hearing, any tolling, settlement or license agreement with respect to any of the foregoing, or any other activity or procedure, or any notice of any of the foregoing which could result in any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority arising out of or relating to the Acquired Assets and commenced, or related to an event occurring, on or prior to the Closing Date.

Section 2.05. Risk of Loss; Condemnation.

(a) Seller shall bear the risk of loss of, and all obligations, if any, to insure, the Acquired Assets prior to the Closing, and such risk of loss and obligation to insure with respect to the Acquired Assets shall transfer, with the Acquired Assets, from Seller to Holdco at the Closing. If any such loss or damage is so substantial as to prevent the operation of any material portion of the Acquired Assets or Cable Modem Business or the replacement or restoration of the lost or damaged property within 45 days after the occurrence of the event resulting in such loss or damage, Seller will promptly notify Holdco of that fact and Holdco, at any time within 10 days after receipt of such notice, may elect by written notice to Seller to either (i) waive such defect or (ii) terminate this Agreement pursuant to Article X hereof. If Holdco elects to so terminate this Agreement, Holdco and Seller will be discharged of any and all obligations hereunder, subject to Article X hereof. If, on the other hand, Holdco elects to waive such defect notwithstanding such loss or damage, there will be no adjustment to the Purchase Price on account of such loss or damage, but upon the consummation of the transactions contemplated by this Agreement, all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage (other than insurance proceeds in respect of "business interruption" damages based upon lost profits or business opportunities) will be delivered by Seller to Holdco, or the rights to such proceeds will be assigned by Seller to Holdco if not yet paid over to Seller.

(b) If, prior to the Closing, all or any part of, or interest in, the Acquired Assets is taken or condemned as a result of the exercise of the power of eminent domain, or if a Governmental Authority having such power informs Seller or Holdco that it intends to condemn all or any part of the Acquired Assets (such event being called, in either case, a "Taking"), then (i) Holdco will have the sole right, in the name of Seller, if Holdco so elects, to negotiate for, claim and contest (and shall have the right to receive all damages at the Closing with respect to) the Taking, (ii) Seller will be relieved of its obligation to convey to Holdco the Acquired Assets or interests that are the subject of the Taking, (iii) at the Closing, Seller will assign to Holdco all of Seller's rights to all damages payable with respect to such Taking and will pay to Holdco all damages previously paid to Seller with respect to the Taking, and (iv) following the Closing, Seller will give Holdco such further assurances of Seller's rights and the assignment of Seller's rights, in each case with respect to the Taking as contemplated in clauses (i) through (iii) above, as Holdco may from time to time reasonably request. The foregoing will not affect or limit the scope of any representation or warranty of Seller in this Agreement.

Section 2.06. Assignment of Contracts, Etc. Notwithstanding anything contained herein to the contrary, no Contracts, Real Estate Leases, Capital Leases, Operating Leases, Intellectual Property, Technology and Know-How or Permits shall be assigned contrary to any Legal Requirement or the terms thereof. If there are Contracts, Real Estate Leases, Capital Leases or Operating Leases which form part of the Acquired Assets that cannot be assigned or novated to Holdco on the Closing Date, the performance obligations of Seller thereunder shall, if so elected by Holdco, in its sole discretion (unless not permitted by such Contracts, Real Estate Leases, Capital Leases or Operating Leases) be deemed to be subleased or subcontracted to Holdco until such Contracts, Real Estate Leases, Capital Leases or Operating Leases have been assigned or novated (it being understood that the failure to obtain such consents shall not reduce the Purchase Price). Holdco shall take all necessary actions to perform

and complete all Contracts, Real Estate Leases, Capital Leases or Operating Leases which form part of the Acquired Assets in accordance with their terms if neither assignment, novation, subleasing nor subcontracting is permitted by the other party. Seller shall pay over to Holdco any amounts received by Seller or its Subsidiaries after the Closing (in so far as they relate to post-Closing periods or performance) as a result of performance by Holdco of such Contracts, Real Estate Leases, Capital Leases or Operating Leases, which payment shall be made promptly, but in no event more than ten (10) days following receipt thereof by Seller or any of its Subsidiaries (without set off or demand of any kind). Nothing contained in this Section 2.06 shall prevent Holdco from exercising its right to terminate this Agreement pursuant to Section 10.1(d) as a result of conditions contained in Section 9.02 not being satisfied. Notwithstanding anything to the contrary herein, Holdco shall be entitled to indemnification for Damages (subject to the terms of Article XI hereof) with respect to any failure by Seller to assign or novate any Assumed Contract, Assumed Real Estate Lease, Assumed Capital Lease or Assumed Operating Lease.

ARTICLE III PURCHASE PRICE

Section 3.01. Purchase Price. Subject to Sections 3.02 and 3.03, the purchase price for the Acquired Assets (the "Purchase Price") shall be (i) \$81,100,000 in cash (the "Cash Amount"), (ii) 75,000 shares of Series D Preferred Stock, together with the cancellation of any rights to dividends with respect to such shares, and (iii) the cancellation of the Charter Warrants.

Section 3.02. Holdbacks. At the Closing, Holdco shall set aside and hold back the following from the Purchase Price, as adjusted pursuant to

(a) cash in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for use in effectuating the settlement of the adjustments under Section 3.03 (the "Adjustment Holdback"); and

(b) cash in the amount of Four Million Dollars (\$4,000,000) for use in effectuating the settlement of indemnity claims under Article XI (the "Indemnification Holdback").

The Adjustment Holdback shall not bear interest or be subject to any charge or expense by Holdco.

Section 3.03. Purchase Price Adjustments. At the Closing, the Purchase Price shall be adjusted in the manner set forth on Schedule 3.03. The Purchase Price shall be adjusted, and Schedule 3.03 shall provide, as follows:

(a) the Cash Amount shall be reduced by the amount of each of (i) Assumed Capital Lease Liabilities, (ii) Assumed Current Liabilities, and (iii) the CSR Charges; and

(b) the Cash Amount shall be increased by the amount of the Acquired Current Assets.

For the avoidance of doubt, the dollar amount of each Adjustment Item (as defined in Section 3.04(a) below) that will be set forth on Schedule 3.03 shall be determined in accordance with Section 3.04(a), subject to further adjustment in accordance with Sections 3.04(b) and (c).

Section 3.04. Determination of Adjustments.

(a) Closing Statement.

(i) Five (5) Business Days prior to the date of the Seller Stockholder Meeting (as defined in Section 8.01 below), Holdco and Seller shall jointly prepare a statement (the "Closing Statement") in the form attached as Schedule 3.03. The Closing Statement shall set forth (A) Seller's good faith estimate of the Assumed Capital Lease Liabilities, Acquired Current Assets and Assumed Current Liabilities, including all line items of each, in each case as of the Closing Date, and (B) Holdco's good faith estimate of the CSR Charges as of the Closing Date. Holdco and Seller shall deliver to each other a copy of all supporting evidence and work papers, books and records associated with such preparation of their respective entries on the Closing Statement as each party may reasonably request. Holdco and Seller will have five (5) Business Days following the completion of the Closing Statement to review the other party's entries on the Closing Statement and supporting information and to notify the other party of any disagreements with the other party's estimates therein. If Holdco or Seller provides a written notice of disagreement (the "Disagreement Notice") with all or any of the other party's entries on the Closing Statement within such five (5) Business Day period, Holdco and Seller will negotiate in good faith to resolve any such dispute prior to the Closing. If no Disagreement Notice is delivered or if a Disagreement Notice is delivered and the parties resolve any such dispute before the Closing, then they shall each sign a certificate to that effect and the Purchase Price shall be adjusted at the Closing by the agreed upon amount. If a dispute can not be resolved on or before the Closing, then the Purchase Price shall be adjusted at the Closing as follows:

(1) with respect to each line item of the Assumed Capital Lease Liabilities, Acquired Current Assets, Assumed Current Liabilities and CSR Charges (each such line item referred to herein as an "Adjustment Item") about which there is no good faith dispute at the Closing, by the full amount of each such Adjustment Item as set forth on the Closing Statement; and

(2) with respect to Adjustment Items about which there is a good faith dispute in amount, by the undisputed amount of such item set forth on the Disagreement Notice plus one-half of the difference between each party's estimate of the amount of the Adjustment Item at issue.

Regardless of the amount of the Purchase Price adjustments made pursuant to this Section 3.04(a)(i), Holdco shall hold back the entire amount of the Adjustment Holdback.

(ii) Within thirty (30) days after the Closing Date, if either party determines that all or any of its entries on the Closing Statement are inaccurate, it will deliver a corrected Closing Statement to the other party, indicating the corrections made (the "Corrections") and a copy of all supporting evidence and work papers, books and records associated with the Corrections. The aggregate dollar amount of the Corrections will, if

undisputed by the other party, be deemed to be final and binding; provided, however, that all or any of the Corrections may be disputed pursuant to Section 3.04(a)(iii).

(iii) Within sixty (60) days after the Closing Date, Holdco and Seller shall deliver to each other a written notice setting forth their respective objections to the other party's entries on the Closing Statement, including any objections to the Corrections and any adjustment made at the Closing pursuant to Section 3.04(a)(i), together with a summary of the reasons therefor and its determination of each Adjustment Item to which it objects (collectively, the "Second Disagreement Notice"). In connection with its review and verification of a Second Disagreement Notice, each party shall be permitted to review all supporting evidence and work papers, books and records associated with such preparation as such party may reasonably request.

(iv) If a party:

(1) does not timely deliver a Disagreement Notice or a Second Disagreement Notice, then the other party's entries on the Closing Statement shall be deemed final and binding as of such sixtieth (60th) day after the Closing Date;

(2) timely delivers a Disagreement Notice and such dispute is resolved with respect to all Adjustment Items in dispute on such Disagreement Notice prior to the Closing pursuant to Section 3.04(a)(i) and the party that delivered the Disagreement Notice does not timely deliver a Second Disagreement Notice then the other party's entries on the Closing Statement and so agreed shall be deemed final and binding as of such sixtieth (60th) day after the Closing Date; or

(3) timely delivers a Disagreement Notice and such dispute is not resolved with respect to all Adjustment Items in dispute on such Disagreement Notice prior to the Closing (such that an adjustment of one or more Adjustment Items is made at the Closing pursuant to Section 3.04(a)(i)) then if neither party timely delivers a Second Disagreement Notice with respect to such disputed items, such Closing adjustments shall be deemed final and binding as of such sixtieth (60th) day after the Closing Date.

(v) Holdco and Seller shall have thirty (30) days after delivery of a Second Disagreement Notice to object to the Second Disagreement Notice. If the party receiving the Second Disagreement Notice does not so object in writing within such period, then the Second Disagreement Notice shall be deemed final and binding on the thirtieth (30th) day after delivery thereof. If the party receiving the Second Disagreement Notice does object to such notice in writing within such period, such written notice shall include a reasonably specific description of the basis of its objections. Holdco and Seller shall negotiate in good faith to resolve any dispute during the five (5) Business Day period following delivery of the written objection. If Holdco and Seller resolve all such differences and each signs a certificate to that effect, the Second Disagreement Notice, as adjusted, shall be deemed final and binding for purposes of this Agreement. If Holdco and Seller are unable to resolve all of such differences, the Adjustment Items as to which the parties have agreed shall be final and binding for purposes of this Agreement (and the parties shall issue an appropriate certificate), the remaining items

shall be determined as provided in Section 3.04(b) below and final settlement of the Adjustment Items shall be made in accordance with Section 3.04(c) below.

(b) Adjustment Dispute Resolution. To resolve any disputes in connection with the calculation of Adjustment Items that are not resolved pursuant to the procedures set forth in Section 3.04(a) above, the parties shall submit the dispute to Ernst & Young LLP, certified public accountants, or such other nationally recognized firm of independent public accountants that does not serve as an auditor of, or consultant to, Holdco, Seller or any of their respective Affiliates (an "Independent Accounting Firm") as may be jointly selected by Seller and Holdco, who shall, acting as experts and not as arbitrators, determine on the basis of the standards set forth herein and only with respect to the remaining differences so submitted, whether and to what extent, if any, an Adjustment Item at issue requires adjustment. The Independent Accounting Firm will base its determination only on evidence brought to it by the parties and shall not conduct an audit. The Independent Accounting Firm shall deliver its written determination to Holdco and Seller no later than the thirtieth (30th) day after the submission to it of the Disagreement Notice and/or Second Disagreement Notice and a statement of the objections of Holdco or Seller, as the case may be, thereto, and, in any case, as soon as practicable after such submission. The Independent Accounting Firm's determination shall be conclusive and binding upon the parties. With respect to each disputed Adjustment Item, the fees and disbursements of the Independent Accounting Firm associated with determining that Adjustment Item shall be allocated between Holdco and Seller in inverse proportion to the allocation of the disputed amount of such Adjustment Item made by the Independent Accounting Firm between Holdco and Seller. For example, if Seller contended that the amount of the Prepayments Adjustment Item was \$300,000 and Holdco delivered a Second Disagreement Notice objecting to such amount contending that it was only \$200,000, then the amount in dispute with respect to such Adjustment Item would be \$100,000. Accordingly, if the Independent Accounting Firm determined that the correct amount was \$260,000, Holdco would pay 60% and Seller would pay 40% of the fees and disbursements associated with the Independent Accounting Firm's determination of the Prepayment amount. For purposes of the foregoing calculation, the parties shall instruct the Independent Accounting Firm to provide a breakdown of its overall fees and disbursements between each Adjustment Item which is submitted to the Independent Accounting Firm for resolution. Holdco and Seller shall make available to the Independent Accounting Firm all relevant books and records and any work papers relating to the Second Disagreement Notice and all other items reasonably requested by the Independent Accounting Firm.

(c) Final Settlement of Adjustments; Release of Adjustment Holdback. Final settlement of the Purchase Price adjustments described in this Section 3.04 shall be made after all, and not less than all, Adjustment Items have been deemed final pursuant to Sections 3.04(a) and (b) above (the "Settlement Date"). If, after giving effect to the Purchase Price adjustments to which the parties have agreed or were deemed final and binding pursuant to Section 3.04(a) or as determined by the Independent Accounting Firm as contemplated in Section 3.04(b), as the case may be, the Purchase Price is increased from the amount paid at the Closing, then Holdco shall pay such amount together with the Adjustment Holdback to Seller no later than five (5) Business Days after the Settlement Date. Any amount payable by Holdco pursuant to the preceding sentence shall not bear interest. If, after giving effect to the Purchase Price adjustments to which the parties have agreed or were deemed final and binding pursuant to Section 3.04(a) or as

determined by the Independent Accounting Firm acting as contemplated in Section 3.04(b), as the case may be, the Purchase Price is reduced from the amount paid at the Closing, then Holdco may hold back and set-off such amount from the Adjustment Holdback and shall return the excess amount of the Adjustment Holdback, if any, to Seller not later than five (5) Business Days after the Settlement Date, and, if the reduction is greater than the Adjustment Holdback, Seller shall pay such excess amount to Holdco no later than five (5) Business Days after the Settlement Date. Any amount payable by Holdco to Seller or by Seller to Holdco pursuant to the preceding sentence shall not bear interest.

Section 3.05. Allocation of Purchase Price. As soon as practicable after the Closing, but in no event later than 120 days after the Closing Date, Holdco will deliver to Seller a written estimate of the allocation of the Purchase Price as adjusted pursuant to Section 3.04, plus any liabilities assumed for Federal income tax purposes, among the Acquired Assets, as such Acquired Assets existed immediately prior to the Closing Date consistent with the principles of Code Section 1060. Seller shall notify Holdco in writing within thirty (30) days after receiving Holdco's estimate of the allocation if Seller disagrees with Holdco's allocation. If Seller does not deliver written notice of objection to Holdco within such thirty (30) day period, then Holdco's estimate shall be deemed to have been accepted by Seller, shall become final and binding upon the parties (the "Final Allocation"). During the thirty (30) days immediately following the delivery of notice of objection, Seller and Holdco shall use reasonable good faith efforts to agree on the Final Allocation among the Acquired Assets pursuant to the principles of Code Section 1060. If the Purchase Price is adjusted pursuant to Section 3.04 or Section 11.04 hereof, such adjustment shall be reflected in the Final Allocation hereunder in a manner consistent with Code Section 1060. If at the end of such thirty (30) day period the parties fail to reach agreement on the Final Allocation among the Acquired Assets, then the parties shall engage an appraisal firm to determine such Final Allocation (which determination shall be binding on the parties hereto). During the review by the appraisal firm, Holdco and Seller will each make available to the appraisal firm such individuals and such information, books and records as may be reasonably required by the appraisal firm to determine the Final Allocation. The fees and disbursements of any appraisal firm shall be shared equally between Holdco and Seller. Holdco and Seller shall prepare and timely file IRS Forms 8594 and any other similar forms required to be filed by any other taxing Governmental Authority employing the Final Allocation to report the Transactions to the Internal Revenue Service and to all other taxing Governmental Authorities. Neither Seller nor Holdco shall take a position in any return, Tax proceeding, Tax audit or otherwise inconsistent with the Final Allocation, unless a contrary treatment is required by law.

ARTICLE IV THE CLOSING

Section 4.01. Closing Date. The closing of the purchase, assignment and sale of the Acquired Assets and the assumption of the Assumed Liabilities (the "Closing") will take place at the offices of Paul, Hastings, Janofsky & Walker LLP, 399 Park Avenue, New York, New York, at 10:00 a.m. on a date mutually agreed to by Holdco and Seller (the "Closing Date"), which date shall be as soon as practicable (but in no event later than 5 Business Days) after the satisfaction or waiver of the conditions set forth in Article IX (other than those that by their nature cannot be satisfied until the time of Closing).

Section 4.02. Deliveries by Seller at the Closing. At the Closing, Seller shall deliver to Holdco:

(a) by wire transfer of immediately available funds to an account designated in writing by Holdco at least 2 Business Days prior to the Closing, the fixed amount calculated as set forth on Schedule 4.02(a) (less any portion thereof paid by Seller between the date hereof and the Closing Date), which amount is due and payable by Seller to Holdco;

(b) duly executed deeds, bills of sale, assignments and other documents and instruments of transfer providing for the sale, assignment, transfer, conveyance and delivery of the Acquired Assets in form and substance reasonably satisfactory to Holdco (it being understood that any such deed, bill of sale, assignment or other document or instrument shall not provide for any representations or warranties not otherwise expressly provided for in this Agreement);

(c) the officer's certificates required to be delivered pursuant to Sections 9.02(a), (b) and (c);

(d) evidence of each of the consents described in Section 9.02(d) in form and substance reasonably satisfactory to Holdco;

(e) the opinion of Weil, Gotshal & Manges LLP, counsel to Seller, , as described in Section 9.02(f);

(f) any other documents or instruments that are requested by Holdco during the period from the date of this Agreement to the Closing Date that are necessary or reasonably appropriate to evidence the transfer of the CMB Intellectual Property, Technology and Know-How or CMB Business Records;

(g) evidence of payment in full of all financial obligations under the Master Agreement to Lease Equipment, dated May 18, 1999 between Seller and Cisco Systems Capital Corporation, in form and substance reasonably satisfactory to Holdco;

(h) a FIRPTA Non-Foreign Seller Certificate from Seller certifying that it is not a foreign person within the meaning of Section 1445 of the Code reasonably satisfactory in form and substance to Holdco; and

(i) properly executed copies of each of the Transaction Documents to which Seller is a party and which have not been delivered prior to the Closing Date.

Section 4.03. Deliveries by Holdco at the Closing. At the Closing, Holdco shall deliver to Seller:

(a) by wire transfer of immediately available funds to an account designated in writing by Seller at least 2 Business Days prior to the Closing, an amount equal to \$81,100,000 less (i) the initial Purchase Price adjustments set forth in Section 3.03; (ii) the Adjustment Holdback; and (iii) the Indemnification Holdback;

(b) by wire transfer of immediately available funds to an account designated in writing by Seller at least 2 Business Days prior to the Closing, the fixed amount calculated as set forth on Schedule 4.03(b) (less any portion thereof paid by Holdco between the date hereof and the Closing Date), which amount is due and payable by Holdco to Seller;

(c) duly executed assumption agreements and other documents and instruments of assumption providing for the assumption of the Assumed Liabilities in form and substance reasonably satisfactory to Seller (it being understood that any such agreement, document or instrument shall not provide for any representations or warranties or any Liabilities that are not otherwise expressly provided for in this Agreement);

(d) stock certificates representing 75,000 shares of Series D Preferred Stock, which shall be tendered to Seller for cancellation, and Seller shall accept such shares of Series D Preferred Stock so tendered, at which time such shares shall be retired and cancelled and no amount shall be payable by Seller with respect thereto;

(e) an instrument in writing executed by Holdco and Vulcan acknowledging the cancellation of any rights to dividends with respect to the 75,000 shares of Series D Preferred Stock, whether such dividends are payable before, on or after the Closing Date in form and substance reasonably satisfactory to Seller;

(f) the Amended and Restated Securities Purchase Warrant dated as of May 12, 2000 by and among Seller, CCI and Holdco (which warrants were assigned by CCI to Holdco pursuant to the Assignment and Assumption Agreement between CCI and Holdco dated August 1, 2000) (the "Charter Warrants"), which shall be tendered to Seller for cancellation as contemplated in Section 8.13;

(g) the officer's certificates required to be delivered pursuant to Sections 9.03(a), (b) and (c);

(h) the opinion of Paul, Hastings, Janofsky & Walker LLP, counsel to Holdco described in Section 9.03(d); and

(i) properly executed copies of each of the Transaction Documents to which Holdco is a party and which have not been delivered prior to the Closing Date.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Holdco as follows; provided, that any of the representations and warranties that Seller makes with respect to itself and the Acquired Assets shall also be deemed to be made by Seller with respect to any Subsidiary of Seller that so holds, owns or has rights to any of the Acquired Assets:

Section 5.01. Organization, Standing and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has the requisite corporate power and authority to own, lease and operate the Acquired Assets to be sold hereunder and to carry on the Cable Modem Business as now being conducted. Seller is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which the failure to be so qualified or in good standing would reasonably be expected to have a Material Adverse Effect.

Section 5.02. Corporate Authorization.

(a) Seller has the requisite corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which Seller is a party and to perform its obligations hereunder and thereunder. Other than the Seller Requisite Vote (as hereinafter defined), no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or the other Transaction Documents to which it is a party, or to consummate the Transactions. This Agreement has been duly executed and delivered by Seller and constitutes, and each Transaction Document to which Seller is a party will be duly executed and delivered by Seller at or prior to the Closing and when so executed and delivered will constitute, a legal, valid and binding obligation of Seller enforceable against it, each in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting or relating to enforcement of creditor's rights and remedies generally and subject, as to enforceability, to general principles of equity.

(b) The Board of Directors of Seller (the "Seller's Board") has (i) determined that this Agreement and the Transactions are fair to and in the best interests of Seller, (ii) duly and validly authorized the execution and delivery of this Agreement and approved the consummation of the Transactions, and (iii) resolved to recommend that the stockholders of Seller vote in favor of a resolution approving this Agreement and the transactions contemplated hereby. The Seller's Board has directed that this Agreement be submitted to the stockholders of Seller for their approval.

(c) The affirmative vote of (i) a majority of the votes entitled to be cast by holders of outstanding shares of HSA Common Stock and Series D Preferred Stock, voting together as a single class (it being understood that holders of Series D Preferred Stock are entitled to one vote for each share of HSA Common Stock into which their Series D Preferred Stock may be converted) and (ii) at least two-thirds (2/3) of the votes entitled to be cast by holders of outstanding shares of Series D Preferred Stock, voting separately as a single class are, respectively, the only votes of the holders of any of Seller's capital stock necessary in connection with the approval of this Agreement and the transactions contemplated hereby. The stockholder

approvals set forth in clauses (i) and (ii) above are collectively referred to herein as the "Seller Requisite Vote".

(d) The sale of the Acquired Assets to Holdco and the consummation of the transactions contemplated hereby are not subject to the limitations or requirements of the provisions of Section 203 of the Delaware General Corporation Law, as amended (the "DGCL"), and no further action is necessary to ensure that the restrictions contained in Section 203 of the DGCL will not apply to Holdco in connection with or following such transactions. To Seller's knowledge, no other state takeover statute is applicable to the transactions contemplated by this Agreement.

Section 5.03. Non-Contravention. The execution and delivery by Seller of this Agreement and the other Transaction Documents do not, and the consummation by Seller of the Transactions and the compliance by Seller with the provisions hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, any provision of (i) the certificate of incorporation and by-laws of Seller, assuming receipt of the Seller Requisite Vote, (ii) except as set forth on Schedule 5.03, any contract, agreement, indenture, mortgage, lease, commitment or obligation of Seller or by which Seller or its properties or assets are bound, or (iii) subject to the governmental filings and other matters referred to in Section 5.04, any Legal Requirement applicable to Seller's operation of the Cable Modem Business or use of the Acquired Assets, other than in the case of clause (ii) above, any such conflicts, violations, or defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.04. Governmental Filings; Consents. Except as set forth on Schedule 5.04, no material consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any third party is required to be obtained or made by or with respect to Seller, the Acquired Assets or the Assumed Liabilities in connection with the execution and delivery by Seller of this Agreement or the other Transaction Documents to which Seller is a party or the consummation of the Transactions or compliance by Seller with the provisions hereof or thereof, except for (i) compliance with and filings under the HSR Act and (ii) those that may be required solely by reason of Holdco's (as opposed to any other Person's) participation in the Transactions.

Section 5.05. Acquired Assets. Except as set forth on Schedule 5.05, the Acquired Assets are all of the material assets used in the operation of the Cable Modem Business as it is conducted as of the date hereof.

Section 5.06. Absence of Certain Changes or Events. Except as set forth on Schedule 5.06, or as specifically contemplated by this Agreement, since June 30, 2001 there has not been (i) any transaction, commitment, dispute or other event or condition (financial or otherwise) of any character (whether or not in the ordinary course of business), that individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect or (ii) any sale, assignment or transfer of any asset or property, or any damage, destruction or loss, whether or not covered by insurance, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.07. Proxy Statement. The proxy statement of Seller (the "Proxy Statement") to be filed with the SEC in connection with this Agreement and any amendments and supplements thereto, will, when filed, comply as to form in all material respects with the requirements of the Exchange Act. None of the Proxy Statement or any amendment or supplement thereto will, at the date the Proxy Statement or any such amendment or supplement is first mailed to stockholders of Seller or at the time such stockholders vote on the approval of this Agreement, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. No representation or warranty is made by Seller in this Section 5.07 with respect to statements made or incorporated by reference therein based on information supplied by Holdco for inclusion or incorporation by reference in the Proxy Statement or any amendment or supplement thereto.

Section 5.08. Compliance with Applicable Laws. Except as set forth on Schedule 5.08, Seller complies in all material respects with all Legal Requirements which apply to Seller's operation of the Cable Modem Business and ownership or use of the Acquired Assets. This Section 5.08 does not apply to Environmental Laws which are instead the subject of Section 5.14.

Section 5.09. Litigation; Decrees. Except as set forth on Schedule 5.09 and except for any lawsuit, action or proceeding brought after the date of this Agreement by a Person seeking to delay or prevent, or otherwise challenging, this Agreement or the transactions contemplated hereby, there is no lawsuit, action or proceeding pending, or, to Seller's knowledge, threatened, against Seller relating to the Cable Modem Business, the Acquired Assets or the Transactions.

Section 5.10. Security Deposits. The Assigned Security Deposits are the only Security Deposits of Seller in relation to the Assumed Real Estate Leases and the Assumed Capital Leases.

Section 5.11. Contracts.

(a) Each Material Contract is set forth on Schedule 5.11(a)(i). Each Contract limiting the right of Seller to compete is set forth on Schedule 5.11(a)(ii). A true, complete and correct copy of each Material Contract together with each Assumed Capital Lease and each Assumed Operating Lease (and all amendments, side letters, guarantees, agreements and addenda thereto) has been delivered to Holdco.

(b) Each Material Contract, Assumed Capital Lease and Assumed Operating Lease (i) has been duly authorized, executed and delivered by Seller and, to Seller's knowledge, the other parties thereto, (ii) except as set forth on Schedule 5.11(b), remains in full force and effect to the extent of its terms without any waiver not reflected therein, and (iii) is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has not received any written notice threatening or declaring termination of a Material Contract, Assumed Capital Lease or Assumed Operating Lease as a result of any alleged uncured breach or default. Seller has performed all material obligations required to be performed by it to date under each Material Contract, Assumed Capital Lease and Assumed Operating Lease, and Seller is not

in material breach or default under any Material Contract, Assumed Capital Lease or Assumed Operating Lease. Neither Seller nor, to the knowledge of Seller, any other party thereto, is in breach or default under (including any circumstances that would result in a breach or default with notice or lapse of time or both) any Material Contract, Assumed Capital Lease or Assumed Operating Lease in any material respect. Neither Seller nor any other party thereto has waived any material provision of any such Material Contract, Assumed Capital Lease or Assumed Operating Lease or agreed to do so. Seller has not received any written notice of breach or default or termination under any Material Contract, Assumed Capital Lease or Assumed Operating Lease.

(c) Subject to Seller receiving the consent of any third parties required to assign the Material Contracts, Assumed Capital Leases and Assumed Operating Leases to Holdco and subject to the terms and conditions of any such consent, except as otherwise expressly agreed by Seller and Holdco at the Closing, Holdco will, by virtue of the assignment and assumption of such Material Contracts, Assumed Capital Leases and Assumed Operating Leases contemplated by this Agreement, succeed to the rights of Seller under (but subject to all of the terms, conditions and limitations contained in) the Material Contracts, Assumed Capital Leases and Assumed Operating Leases upon the Closing.

Section 5.12. Real Property.

(a) Seller does not own any real property that forms part of the Acquired Assets. Seller has valid and enforceable leasehold interests in the Assumed Real Estate Leases free and clear of all Liens, other than Permitted Liens, and such Assumed Real Estate Leases are in full force and effect. Neither Seller nor, to Seller's knowledge, any other party thereto is in breach or default, and no event has occurred that, with the giving of notice or passage of time, would constitute a default thereunder in any material respect. Seller has not received any notice of default by the landlord under any Assumed Real Estate Lease.

(b) Seller has provided Holdco with access to true and complete copies of each of the Assumed Real Estate Leases, including all amendments, side letters, guarantees, agreements and addenda thereto. To Seller's knowledge, each CMB Site and any improvements constructed thereon and their current use, conforms in all material respects to (i) all applicable Legal Requirements, and (ii) all restrictive covenants, if any, or other Liens affecting all or part of such premises.

(c) There are no pending, or to Seller's knowledge, threatened condemnation actions or special assessments or proceedings for changes in the zoning with respect to the CMB Sites. Seller has complied in all material respects with all notices or orders to correct violations of Legal Requirements issued by any Governmental Authority to Seller in relation to the CMB Sites.

Section 5.13. Title to and Condition of the Acquired Assets.

(a) Except as set forth on Schedule 5.13, Seller has good and valid title to, or holds by valid and subsisting lease or license, the Acquired Assets free and clear of all Liens

other than Permitted Liens. This Section 5.13(a) does not apply to the CMB Intellectual Property or Technology and Know-How which are instead the subject of Section 5.15.

(b) The tangible Acquired Assets having an original purchase price, or if leased under a Capital Lease or an Operating Lease, having aggregate lease payments of, at least \$10,000 are in good repair and operating condition (subject to normal wear and tear).

Section 5.14. Compliance with Environmental Laws.

(a) Seller's operation of the Cable Modem Business and use of the Acquired Assets complies in all material respects with applicable Environmental Laws, and Seller is not aware of any Hazardous Substances, contamination condition or pollution existing or resulting from Seller's operation of the Cable Modem Business or use of the Acquired Assets that have given rise or could give rise to any unsatisfied on-site or off-site response, removal, abatement, closure or remedial obligations of Seller under applicable Environmental Laws.

(b) Without limiting clause (a) above, Seller's operation of the Cable Modem Business and use of the Acquired Assets, (i) is not subject to any pending action, suit or proceeding by or before any Governmental Authority under applicable Environmental Laws and, to the knowledge of Seller, no such proceeding has been threatened and (ii) to the knowledge of Seller, Seller is not subject to any pending investigation or inquiry by any Governmental Authority under applicable Environmental Laws or subject to any listing or the threat of listing under Federal Superfund or state hazardous waste site criteria.

(c) All material permits, licenses or similar authorizations, if any, required to be obtained, retained or renewed by Seller under applicable Environmental Laws in connection with the operation of the Cable Modem Business and use of the Acquired Assets, including, without limitation, those relating to the treatment, storage, disposal or release of Hazardous Substances have been duly obtained, and, if applicable, retained or renewed, and Seller has complied in all material respects with the terms and conditions of all such permits, licenses and similar authorizations.

(d) To Seller's knowledge it has no material liability to any person or entity as a result of any release of any Hazardous Substances in connection with Seller's operation of the Cable Modem Business or use of the Acquired Assets.

Section 5.15. Intellectual Property Rights.

(a) Seller owns, licenses or has other valid rights, title and interest, free and clear of all Liens, other than Permitted Liens, to use the CMB Intellectual Property and the Technology and Know-How, without infringing upon or otherwise acting adversely to the right of any third party, except where the failure to so own, license or have such rights would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Schedule 5.15 sets forth all of the CMB Intellectual Property consisting of any domestic or foreign Patents, Trademarks, Copyrights, Maskworks or licenses. All of the CMB Intellectual Property and Technology and Know-How are valid and enforceable rights of Seller and, subject to Section 5.15(e) below, will not cease to be valid and in full force and effect by reason of the execution and delivery of this Agreement or the consummation of the Transactions.

(b) Except as set forth on Schedule 5.15, at the Closing, Seller will not be obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any Intellectual Property on account of Seller's prior use or licensing of the CMB Intellectual Property; provided, that Holdco, by virtue of the assignment and assumption of CMB Intellectual Property and Technology and Know-How contemplated hereby will be obligated in the ordinary course to pay renewal license fees for Software licenses and related support/maintenance agreements that Holdco elects to renew. Upon consummation of the Transactions, except as set forth on Schedule 5.15, and disregarding any facts or circumstances that are particular to Holdco and are not known by Seller or any change in applicable law after the Closing Date, Holdco will be entitled to operate the Cable Modem Business and use the Acquired Assets as the same are now and have been operated and used respectively by Seller prior to the Closing Date without such operation or use infringing upon, misappropriating, violating or otherwise acting adversely to the Intellectual Property or other rights of any Person (including rights to privacy or publicity), violating any export control law or regulation, or constituting unfair competition or trade practices under any applicable laws.

(c) To Seller's knowledge, no Person has any right to, or is infringing or misappropriating, any rights with respect to the CMB Intellectual Property or the Technology and Know-How or engaging in other conduct that may diminish or undermine the CMB Intellectual Property, such as the disclosure of Seller's confidential information.

(d) Seller has taken reasonable steps to protect Seller's rights in the Technology and Know-How and confidential information provided by any other Person to Seller subject to a duty of confidentiality. Without limiting the foregoing, (i) Seller has, and enforces, a policy requiring each of its executive officers and research and development personnel to execute non-competition, confidentiality and non-solicitation agreements, and all such individuals have executed such an agreement, and (ii) as between Seller and any of Seller's employees and other Persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed any of the Technology and Know-How, or who has knowledge of or access to information about any of the Technology and Know-How, such Technology and Know-How and other information may not be divulged or used without the written consent of Seller.

(e) Subject to Seller receiving the consent of any third parties required to assign the CMB Intellectual Property and the Technology and Know-How to Holdco as contemplated by this Agreement and subject to the terms and conditions of any such consent, except as otherwise expressly agreed by Seller and Holdco at the Closing, Holdco will, by virtue of the assignment and assumption of the CMB Intellectual Property and Technology and Know-How contemplated by this Agreement, succeed to the rights of Seller under (but subject to all of the terms, conditions and limitations contained in) all agreements relating to the CMB Intellectual Property and Technology and Know-How upon the Closing; provided that Holdco's ability to enforce the provisions of any of such agreements, or to realize the benefits thereunder, may be affected by facts or circumstances relating to the business or affairs of Holdco or its Affiliates, including, without limitation, legal or regulatory requirements or restrictions applicable to Holdco or its Affiliates, and Seller makes no representation or warranty regarding

such matters or the effects such matters may have on the ability of Holdco to realize the benefits of the CMB Intellectual Property and Technology and Know-How.

Section 5.16. Taxes.

(a) Except as disclosed on Schedule 5.16, Seller has timely prepared and filed in accordance with applicable law all federal and state income Tax returns and all material other Tax returns required to be filed by it or with respect to its operations and assets with respect to Taxes which could result in a Lien on any of the Acquired Assets (other than a Lien for current Taxes not yet due and payable) or for which Holdco or its Affiliates (other than Seller and any Affiliate of Holdco that is a stockholder of Seller) could be liable, and all Taxes shown as due on such Tax returns, or for which a notice of, or assessment or demand for payment has been received or are otherwise due and payable, have been timely paid, except for Taxes that are being contested in good faith by appropriate proceedings. Such Tax returns were materially complete and correct as of the date on which they were filed or as subsequently amended and no facts have later become known by Seller to the contrary. Except as disclosed on Schedule 5.16, Seller has received no revenue agent's reports or other written or formal assertions of deficiencies or other liabilities for such Taxes (including any reports, statements, summaries and other communications of assertions or claims of deficiencies or other liabilities) with respect to Seller for past periods for which the applicable statute of limitations has not expired.

(b) Except for waivers and extensions disclosed on Schedule 5.16, there are no waivers or extensions of any applicable statute of limitations for the assessment or collection of Taxes with respect to any Tax return that relates to Seller which could result in a Lien upon any of the Acquired Assets, and no request for any such waiver or extension is currently pending.

(c) There are no Liens for Taxes (other than Permitted Liens and other than for Taxes not yet due and payable) upon the Acquired Assets. Except as disclosed on Schedule 5.16, no Lien, action, suit, proceeding, investigation, audit, examination, request for information, claim or assessment is presently pending or, to the knowledge of Seller, proposed with regard to any Taxes that relate to Seller for which Holdco or its Affiliates would or could be liable or which could result in a Lien on the Acquired Assets.

(d) Seller is not a "foreign person" within the meaning of Code Section 1445(f)(3) and Treasury Regulation Section 1.1445-2(b)(2)(i).

(e) The Acquired Assets are not subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for United States Federal income tax purposes.

Section 5.17. Employees, Labor Matters, Etc.

(a) Seller is not a party to or bound by any collective bargaining agreement relating to any of its employees and independent contractors (including directors) and to the knowledge of Seller, there are no labor unions or other organizations representing, purporting to represent or attempting to represent any of its employees and independent contractors (including directors). To the knowledge of Seller, there are no labor disputes currently subject to any grievance procedure, arbitration or litigation other than any dispute or disputes that, individually

or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and there is no representation petition pending or, after due inquiry, threatened with respect to any of its employees and independent contractors (including directors).

(b) Seller and the employees of Seller listed on Schedule 8.09(k) are parties to employment agreements which prohibit each such employee from hiring directly or through another entity any person who was an employee of Seller at any time during the period of such employee's employment (the "Post-Employment Hiring Prohibition").

Section 5.18. Employee Benefit Plans. Except as set forth on Schedule 5.18 or as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each of the Benefit Plans and its related trust intended to qualify under Sections 401, and 501(a) of the Code, respectively, so qualify, (ii) each of the Benefit Plans complies and has been administered and operated in compliance in all material respects with its terms and all Legal Requirements, including ERISA and the Code, and (iii) no Benefit Plan is subject to Title IV of ERISA, is a "multiemployer plan" within the meaning of Section 3(37) of ERISA.

Section 5.19. Brokers. Except for Lehman Brothers Inc. ("Lehman") and Houlihan Lokey, whose fees will be paid by Seller, no investment banker, broker, finder, other intermediary or other Person is entitled to any fee or commission from Seller or any of its Subsidiaries upon consummation of the transactions contemplated by this Agreement.

Section 5.20. Solvency of Seller. Immediately after the Closing, the fair market value of Seller's assets will exceed all of Seller's Liabilities.

Section 5.21. Opinion of Financial Advisors. Seller has delivered to Holdco a true and correct copy of (i) the Lehman Opinion, and (ii) the Houlihan Lokey Opinion. As of the date of the Houlihan Lokey Opinion, (i) the data, material and other information, with respect to Seller, furnished to Houlihan Lokey by or on behalf of Seller and its agents, counsel, employees and representatives (the "Information"), is true, complete and correct in all material respects, (ii) the Information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not false or misleading, (iii) the financial forecasts and projections provided to Houlihan Lokey by Seller were reasonably prepared and reflect the best currently available estimates of the future financial results and condition of Seller, and (iv) there have been no material changes in the assets, financial condition, business or prospects of Seller since the date of the most recent financial statements of Seller made available to Houlihan Lokey.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF Holdco

Holdco hereby represents and warrants to Seller as follows:

Section 6.01. Organization, Standing and Power. Holdco has been duly formed and is validly existing as a limited liability company in good standing under the laws of the state of Delaware and has the power and authority to own, lease and otherwise hold and operate its assets and to carry on its business as now being conducted.

Section 6.02. Corporate Authorization. Holdco has the power and authority to execute and deliver this Agreement and the Transaction Documents to which Holdco is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Documents and the consummation of the Transactions have been duly authorized by all necessary action on the part of Holdco. This Agreement has been duly executed and delivered by Holdco and constitutes, and each Transaction Document to which Holdco is a party will be duly executed and delivered by Holdco at or prior to the Closing and when so executed and delivered will constitute, a legal, valid and binding obligation of Holdco enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting or relating to enforcement of creditor's rights and remedies generally and subject, as to enforceability, to general principles of equity.

Section 6.03. Non-Contravention. The execution and delivery by Holdco of this Agreement and the Transaction Documents to which Holdco is a party do not, and the consummation by Holdco of the Transactions and the compliance by Holdco with the provisions hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, any provision of (i) the Delaware Limited Liability Company Act, (ii) the certificate of formation of Holdco, (iii) any contract, agreement, indenture, mortgage, lease, commitment or obligation to which Holdco is a party or by which Holdco or its properties or assets are bound, or (iv) any Legal Requirement applicable to Holdco, other than, in the case of clauses (iii) and (iv) above, any such conflicts, violations or defaults that, individually or in the aggregate, would not materially impair the ability of Holdco to perform its obligations under this Agreement or any of the Transaction Documents to which Holdco is a party.

Section 6.04. Governmental Filings; Consents. No consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any third party is required to be obtained or made by or with respect to Holdco, the Acquired Assets or the Assumed Liabilities in connection with the execution and delivery by Holdco of this Agreement or the other Transaction Documents to which Holdco is a party or the consummation of the Transactions or compliance by Holdco with the provisions hereof or thereof, except for (i) compliance with and filings under the HSR Act and (ii) those the failure of which to be obtained or made, individually or in the aggregate, would not materially impair the ability of Holdco to perform its obligations under this Agreement or any of the Transaction Documents to which Holdco is a party.

Section 6.05. Information Supplied; Schedule 13E-3. The Rule 13E-3 Transaction Statement on Schedule 13E-3 ("Schedule 13E-3") of Holdco to be filed with the SEC in connection with this Agreement and any amendments and supplements thereto, will, when filed, comply as to form in all material respects with the requirements of the Exchange Act. None of the information supplied or to be supplied by Holdco for inclusion or incorporation by reference in the Proxy Statement or any amendment or supplement thereto will, at the date the Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of Seller or at the time such stockholders vote on the approval of this Agreement, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 6.06. Brokers. Except for Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), whose fees will be paid by Holdco, no investment banker, broker, finder, other intermediary or other Person is entitled to any fee or commission from Holdco or any of its subsidiaries upon consummation of the Transactions.

Section 6.07. Assignment of Agreements. All of CCI's rights under the Full Turnkey Agreement, Second NSA Agreement and Charter Warrants have been validly assigned to, and all of CCI's obligations thereunder have been validly assumed by, Holdco.

Section 6.08. Interested Stockholder. Holdco was not an interested stockholder, as such term is defined in Section 203 of the DGCL, of Seller prior to November 25, 1998, on which date it became an interested stockholder in connection with the sale and issuance of 8,000,000 shares of Series B Preferred Stock by Seller to Vulcan, which issuance Holdco understands was approved in advance by Seller's Board in a manner sufficient to approve Holdco as an interested stockholder pursuant to Section 203 of the DGCL.

ARTICLE VII
COVENANTS RELATED TO CONDUCT OF THE CABLE MODEM BUSINESS

Section 7.01. Conduct of Cable Modem Business in the Ordinary Course. During the period from the date of this Agreement to the Closing Date, except as consented to in writing by Holdco or as specifically contemplated by this Agreement, Seller shall conduct the Cable Modem Business in the ordinary course consistent with past practice and will, to the extent consistent therewith, use commercially reasonable efforts to preserve the Acquired Assets and the Cable Modem Business, including relationships with customers, suppliers and others having significant business dealings with the Cable Modem Business. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing Date, except as consented to in writing by Holdco (such consent not to be unreasonably withheld or delayed) or as specifically contemplated by this Agreement or as disclosed on Schedule 7.01:

(a) Seller will:

(i) use commercially reasonable efforts to keep available the services of the employees listed on the Offer Schedule and Review Schedule (including by enforcing any restrictions on Seller's employees with respect to soliciting or hiring employees listed on those schedules), and use commercially reasonable efforts to replace all such employees whose employment terminates before the Closing Date, in accordance with past hiring practices; provided, that Holdco must consent to the hiring of any replacement employee with an annual compensation of \$50,000 or more;

(ii) maintain the tangible Acquired Assets in good repair, order and condition (ordinary wear and tear excepted);

(iii) make the Modem Inventory available to Holdco for deployment, pursuant to the Management Agreement;

(iv) maintain in full force and effect, policies of insurance with respect to the Cable Modem Business consistent with past practices;

(v) maintain its books, records and accounts related to the Cable Modem Business in the ordinary course of business consistent with past practices;

(vi) report and write off accounts receivable related to the Cable Modem Business only in accordance with past practices;

(vii) withhold and pay when due all Taxes relating to Hired Employees, the Acquired Assets and the Cable Modem Business;

(viii) comply in all material respects with all Legal Requirements with respect to the Cable Modem Business;

(ix) provide Holdco with copies of any revenue agent's reports or written assertions of deficiencies or other liabilities for Taxes received after the date hereof up to and including the Closing Date within ten (10) days of receipt thereof (but in no event later than the Closing Date); and

(x) provide Holdco with copies of material reports, audits, studies, or analyses of any kind whatsoever in the possession of Seller, or under its control, relating to environmental matters affecting the Acquired Assets.

(b) Seller will not:

(i) sell, transfer or assign any portion of the Acquired Assets other than sales in the ordinary course of business;

(ii) modify, terminate, renew (other than in the ordinary course or as required by this Agreement), suspend or abrogate any Material Contract or Real Estate Lease (other than those constituting Excluded Assets);

(iii) enter into any Material Contract with respect to the Cable Modem Business;

(iv) make or approve any material change, modification or alteration in or to any network operational or business systems, including CDB, WebDT, Fred, Remedy (other than modifications in the normal development process), and the Charter E-mail complex;

(v) modify its procedures for disconnection and discontinuation of service to subscribers whose accounts are delinquent;

(vi) terminate the employment of any employees listed on the Offer Schedule or the Review Schedule except for cause in the ordinary course;

(vii) increase the compensation or materially change any benefits available to any employee listed on the Offer Schedule or the Review Schedule, except as required pursuant to existing written agreements, or in the ordinary course of business consistent with past practice;

(viii) create or permit to exist any Lien on any of the Acquired Assets, other than any Lien which will be released at or prior to the Closing or Permitted Liens;

(ix) enter into any collective bargaining agreement covering any employee listed on the Offer Schedule or the Review Schedule or enter into any new bonus, stock option, profit sharing, compensation, pension, welfare, retirement, employment or similar agreement, except where required by any Legal Requirement;

(x) adopt, amend, modify, spin-off, transfer or assume any of the assets or liabilities of, terminate or partially terminate any benefit plan;

(xi) decrease the rate charged for any level of services to customers of Seller, except to the extent required by Holdco or any Legal Requirement; or

(xii) engage in any marketing, subscriber installation, collection or disconnection practices outside the ordinary course of business or inconsistent with past practice, or change any billing arrangements (except as contemplated by the Billing Letter Agreement).

(c) The provisions of Sections 7.01(a) and (b) shall not apply with respect to any actions taken by CCI under the Management Agreement.

Section 7.02. Arapahoe Facility. Notwithstanding anything to the contrary in Section 7.01 above, Seller shall be entitled to close its call center on Arapahoe Road, Denver (the "Arapahoe Facility") and all operations directly related thereto at any time on or after October 31, 2001, and may take any action which Seller deems, in its sole discretion, to be reasonably necessary or appropriate in connection with the closure of the Arapahoe Facility without seeking the prior consent of Holdco. Notwithstanding the foregoing, Seller shall retain certain of its personnel employed at the Arapahoe Facility in accordance with the transitional procedures set forth on Schedule 7.02.

Section 7.03. Access to Information. To the extent permitted by any applicable Legal Requirement, during the period from the date of this Agreement to the Closing Date, Seller will furnish to Holdco and its authorized representatives (including counsel, financial advisors and auditors) such financial and operating data and other information relating to the Cable Modem Business as such persons may reasonably request, and will instruct its officers, employees, auditors, counsel and financial advisors to cooperate with Holdco in its investigation of the Cable Modem Business and the Acquired Assets to be purchased and Assumed Liabilities to be assumed hereunder; provided, however, that nothing in this Agreement shall require Seller to provide Holdco with the passwords to any of Seller's servers or software/enterprise applications, including the e-mail server complex in Washington, D.C. prior to the Closing. Notwithstanding the foregoing, Seller shall continue to provide to Holdco temporary passwords as reasonably requested by Holdco to access equipment in headends covered by the Full Turnkey Agreement. Holdco acknowledges that any information provided to Holdco or any Holdco's representatives by Seller or any of Seller's representatives pursuant to or in connection with this Agreement is subject to the terms of the Confidentiality Agreement entered into between Seller and CCI dated as of May 24, 2001 (the "Confidentiality Agreement").

ARTICLE VIII
ADDITIONAL AGREEMENTS

Section 8.01. Seller Stockholder Meeting. Seller shall cause a meeting of its stockholders to be duly called and held as soon as reasonably practicable after the date of this Agreement (the "Seller Stockholder Meeting") for the purpose of obtaining stockholder approval of this Agreement. Except as provided in the next sentence, Seller's Board shall recommend to Seller's stockholders that they vote in favor of the approval of this Agreement. Subject to Section 10.03, Seller's Board shall be permitted to (i) not recommend to Seller's stockholders that they vote in favor of the approval of this Agreement or (ii) withdraw or modify in a manner adverse to Holdco its recommendation to Seller's stockholders that they vote in favor of the approval of this Agreement, only if and to the extent that Seller's Board, after consultation with independent legal counsel, by a majority vote determines in its good faith judgment that such action is necessary for Seller's Board to comply with its fiduciary duties to Seller's stockholders under any applicable Legal Requirement.

Section 8.02. Proxy Statement; Schedule 13E-3.

(a) In connection with the Seller Stockholder Meeting, Seller will (i) promptly prepare and file with the SEC, use its reasonable best efforts to have cleared by the SEC and thereafter mail to its stockholders as promptly as practicable, the Proxy Statement and all other proxy materials for such meeting, (ii) use its reasonable best efforts, subject to Section 8.01 hereof, to obtain stockholder approval of this Agreement and (iii) otherwise comply with all Legal Requirements applicable to such meeting.

(b) As soon as practicable after the date of this Agreement, Holdco shall file with the SEC a Schedule 13E-3 with respect to this Agreement and the Transactions. Holdco and Seller agree to use their respective reasonable best efforts to cooperate and to provide each other with such information that either of them may reasonably request in connection with the preparation of the Schedule 13E-3. The information provided by each of Holdco and Seller for use in the Schedule 13E-3 shall not, at the time the Schedule 13E-3 is filed with the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Holdco and Seller agrees to promptly supplement, update and correct any information provided by it for use in the Schedule 13E-3 if and to the extent that it is or shall have become incomplete, false or misleading.

Section 8.03. Governmental Approvals.

(a) Each of Holdco and Seller shall as promptly as practicable, but in no event later than ten (10) days following the execution and delivery of this Agreement, file with the United States Federal Trade Commission and the United States Department of Justice, the notification and report form under the HSR Act required for the Transactions and any supplemental information requested in connection therewith pursuant to the HSR Act. Each of Holdco and Seller shall as promptly as practicable comply with any other Legal Requirements of any country which are applicable to any of the Transactions and pursuant to which any consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental

Authority or any other Person in connection with such Transactions is necessary. Each of Holdco and Seller shall furnish to the other such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing, registration or declaration which is necessary under the HSR Act or any other such Legal Requirements. Holdco and Seller shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Authority, and shall comply promptly with any such inquiry or request.

(b) Subject to the terms and conditions of this Agreement, each party shall use commercially reasonable efforts to cause the Closing to occur as promptly as practicable, including, without limitation, (i) in the case of Holdco, assisting Seller and vigorously defending against any lawsuits, actions or proceedings, judicial or administrative, challenging this Agreement or the consummation of the Transactions on antitrust grounds, including seeking to have vacated or reversed any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any court or other Governmental Authority that is not yet final and non-appealable and (ii) in the case of Seller, assisting Holdco and cooperating fully with Holdco in defending any lawsuits, actions or proceedings of the nature described in clause (i) above, including, but not limited to, providing information within Seller's possession and making Seller's personnel available to Holdco's counsel in a timely manner as necessary, instructing Seller's counsel to vigorously defend depositions of Seller's personnel and to work closely with Holdco's counsel to develop common litigation strategies.

Section 8.04. Third Party Consents. Subject to Section 8.06, as and from the date of this Agreement, Holdco and Seller will cooperate and use their respective commercially reasonable efforts to obtain as promptly as practicable all consents, approvals and waivers required by third Persons to transfer, assign or novate any Acquired Asset (including the Assumed Real Estate Leases, Assumed Capital Leases, Assumed Operating Leases, Assumed Contracts, CMB Intellectual Property, Technology and Know-How), to Holdco in a manner that will avoid any default, conflict, or termination of rights under the Assumed Real Estate Leases, Assumed Capital Leases, Assumed Operating Leases, Assumed Contracts, CMB Intellectual Property and Technology and Know-How or any violation of any Legal Requirement. Seller shall also take such action reasonably requested by Holdco in connection with Holdco's application to become an "Approved Company" for purposes of succeeding to the rights of Seller under the Service and Technology Agreement dated August 31, 2000 among Seller, the Kentucky Economic Finance Authority and Faulkner Hinton/Ormsby I, LLC, and the assignment of such agreement to Holdco. Subject to Section 8.12 below, Seller shall pay all reasonable out-of-pocket costs and expenses incurred by any third Person in connection with obtaining any required consent, approval or waiver from any third Person with respect to the transfer, assignment or novation of Acquired Assets, if and to the extent that a third Person seeks reimbursement for such costs. Notwithstanding anything to the contrary in this Agreement, nothing in this Section 8.04 shall require Seller or Holdco to expend any material sum, make a material financial commitment or grant or agree to any material concession to any third Person to obtain any such consent, approval or waiver.

Section 8.05. Notification of Certain Matters.

(a) Seller will promptly notify Holdco of any fact, event, circumstance or action occurring from the date hereof through the Closing Date (i) which, if known on the date of this Agreement, would have been required to be disclosed to Holdco pursuant to this Agreement, (ii) the existence or occurrence of which would cause any of Seller's representations or warranties under this Agreement not to be true and correct as of the Closing Date, or (iii) which would reasonably be expected to have a Material Adverse Effect; provided, however, that Seller shall have no liability for breach of this Section 8.05 except to the extent that Holdco has been actually prejudiced by such breach.

(b) Seller and Holdco shall promptly notify each other of (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions, and (ii) any lawsuit, action or proceeding pending, or, to Seller's and Holdco's knowledge, threatened, against Seller or Holdco, respectively, relating to the Cable Modem Business, the Acquired Assets or the Transactions.

Section 8.06. Bulk Transfer Laws. The parties agree to waive the requirements, if any, of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Acquired Assets to Holdco.

Section 8.07. Further Assurances. Without limiting any other obligation of Holdco or Seller under this Agreement, each of Holdco and Seller will use commercially reasonable efforts to facilitate and effect the implementation of the transfer of the Acquired Assets to Holdco and the assumption of the Assumed Liabilities by Holdco, including, in the case of Seller, causing any of its Subsidiaries that own, license or lease any of the Acquired Assets to transfer such assets to Holdco in accordance with the terms hereof. Without limiting the generality of the foregoing, at and after the Closing, Holdco and Seller will, at the request of the other party, promptly execute and deliver or cause to be executed and delivered to the other party such assignments, deeds, bills of sale, assumption agreements, consents and other instruments of transfer or assumption as Holdco or its counsel or Seller or its counsel may reasonably request as necessary or desirable for such purpose (it being understood that any such assignment, deed, bill of sale, assumption agreement, consent or other instrument of transfer or assumption shall not provide for any representations or warranties or any obligations or liabilities that are not otherwise expressly provided for in this Agreement).

Section 8.08. Acquisition Proposals.

(a) From the date hereof until the Closing Date and except as expressly permitted by this Section 8.08, Seller will not, and will ensure that its directors, officers, employees, investment bankers, financial consultants and other agents do not, directly or indirectly, solicit, initiate, knowingly encourage or facilitate the submission of any Acquisition Proposal or any inquiry with respect thereto, engage in any discussions or negotiations with any Person with respect thereto, or disclose any non-public information relating to Seller or afford access to the properties, books or records of Seller to any Person that has made any Acquisition Proposal; provided, however, that, subject to Section 10.03 hereof, nothing contained in this

Section 8.08 shall prevent Seller from furnishing non-public information to, or entering into discussions or negotiations with, any Person in connection with an unsolicited bona fide Acquisition Proposal received from such Person after the date hereof that Seller's Board determines in good faith could lead to a Superior Proposal; provided, further, that nothing contained in this Agreement shall prevent Seller's Board from complying with Rule 14e-2 or 14d-9 under the Exchange Act with regard to an Acquisition Proposal. Upon the execution and delivery of this Agreement, Seller will, and will ensure that the other Persons listed in the first sentence of this Section 8.08(a), cease and cause to be terminated all discussions and negotiations, if any, that have taken place prior to the date hereof with any third parties with respect to any possible Acquisition Proposal.

(b) In the event that Seller receives an unsolicited Acquisition Proposal, Seller will promptly notify Holdco, describe the material terms and identify the parties making such Acquisition Proposal and keep Holdco informed as to the status of any such Acquisition Proposal.

(c) For purposes of this Agreement, "Acquisition Proposal" means any offer or proposal for, or any indication of interest in, a merger or other business combination involving Seller or any of its Subsidiaries which have any right, title or interest in or to any of the Acquired Assets or the acquisition of any equity interest in, or a substantial portion of the assets of, Seller or any of its Subsidiaries which have any right, title or interest in or to any of the Acquired Assets, other than the transactions contemplated by this Agreement and other than an offer for a bona fide de minimis equity interest, or for an amount of assets not material to Seller and its subsidiaries taken as a whole, that Seller has no reason to believe would lead to a change of control of Seller (or to the acquisition of a substantial portion of the assets of Seller and its Subsidiaries). For purposes of this Agreement, "Superior Proposal" means any bona fide Acquisition Proposal on terms that Seller's Board, following consultation with outside counsel, determines in its good faith judgment (taking into account all the terms and conditions of the Acquisition Proposal, including any break-up fees, expense reimbursement provisions and conditions to consummation) is more favorable to Seller's stockholders than this Agreement taken as a whole.

Section 8.09. Employee Matters.

(a) Seller has previously delivered to Holdco a schedule of all employees employed in the Cable Modem Business by work location as of July 31, 2001 (the "CMB Employees"), that shows the original hire date and the then-current positions and rates of compensation, rate type (hourly or salary) and whether the employee is on a leave of absence (the "CMB Employee Schedule"). Holdco will maintain the CMB Employee Schedule in strict confidence.

(b) Schedule 8.09(b)(i) sets forth a list of the CMB Employees that Holdco will offer to employ following the Closing (the "Offer Schedule") on the terms described in Section 8.09(c). Holdco shall make written offers of employment to the CMB Employees listed on the Offer Schedule not more than fourteen (14) days after the date hereof. Schedule 8.09(b)(ii) sets forth a list of the CMB Employees that Holdco may elect, in its sole discretion, to hire subject to the pre-hire evaluations permitted by this Section 8.09(b) (the "Review

Schedule"). Subject to the provisions of this Section 8.09(b), Holdco shall make written offers of employment to those CMB Employees listed on the Review Schedule that it elects to hire not less than thirty (30) days after the date hereof. Seller agrees, and will cause its appropriate Subsidiaries, to cooperate in all reasonable respects with Holdco to allow Holdco to evaluate the CMB Employees listed on the Review Schedule during such thirty (30) day period. In this regard, Holdco will have the opportunity to make such appropriate pre-hire investigation of the CMB Employees listed on the Review Schedule as Holdco deems necessary, including the right to review personnel files and the right to interview such employees during normal working hours, so long as such interviews are conducted after notice to Seller and do not unreasonably interfere with Seller's operations, and so long as such investigations and interviews do not violate any Legal Requirement or any Contract. To the extent consent is required by applicable law, Seller will use good faith efforts to obtain the consent of each of the CMB Employees listed on the Review Schedule to allow Holdco to review their personnel files in connection with the foregoing. Holdco will bear the expense of any examination or test requested by Holdco of a prospective employee but Seller will, upon reasonable notice, cooperate in the scheduling of such examinations so long as the examinations do not unreasonably interfere with Seller's operations. Holdco shall have sole and absolute discretion to determine which, if any, CMB Employees listed on the Review Schedule shall be offered employment by Holdco, based on the needs and criteria established by Holdco, in its absolute discretion.

(c) With respect to (i) each CMB Employee listed on the Offer Schedule and (ii) each CMB Employee listed on the Review Schedule to whom Holdco in its sole discretion offers employment, Holdco will endeavor in good faith to offer a position substantially comparable to that held by the employee immediately prior to the Closing at a salary level or hourly wage equivalent to that received by the employee immediately prior to the Closing (subject to Section 8.09(j) and Section 8.22), and shall offer the employee benefits that are no less favorable than the benefits provided to similarly situated employees of Holdco. In addition, Holdco shall credit those CMB Employees that are listed on the Offer Schedule or on the Review Schedule and that are hired by Holdco or its Affiliates (the "Hired Employees") for such employee's past service with Seller for purposes of (A) eligibility to participate in Holdco's employee welfare benefit (including medical, dental, flexible spending accounts, accident, life insurance plans and programs, disability plans, and other employee welfare benefits) plans to the extent permitted by the terms of such plans, (B) participation and vesting (but not benefit accrual) under Holdco's employee 401(k) plan and any other pension plan, (C) for any waiting periods under Holdco's Welfare Plans or (D) for any post-Closing severance purposes. Seller acknowledges that nothing in this Agreement will restrict Holdco from changing a Hired Employee's job description, responsibilities, location, salary or benefits following the Closing. If Hired Employees are included in any medical, dental or health plan other than the plan or plans they participated in as of the Closing Date, any such plans shall not include pre-existing condition exclusions, except to the extent such exclusions were applicable under the similar plans of Seller or its Subsidiaries as of the Closing Date, and shall provide credit for any deductibles and co-payments applied or made with respect to each Hired Employee in the calendar year of the change. Holdco will credit each Hired Employee with the vacation time and sick time such Hired Employee had accrued with Seller as of the Closing Date, provided, that Holdco shall only credit such Hired Employees for such accrued vacation time and sick time to the extent that such accrued vacation time or sick time does not exceed the maximum amount of vacation time and sick time that similarly situated employees (including, without limitation,

comparable seniority) of Holdco are allowed to accrue (the "Maximum Vacation Accrual" or "Maximum Sick Time Accrual", as applicable). Holdco shall receive an adjustment to the Purchase Price for the economic value of such credited vacation time and sick time as contemplated in Section 3.03(a) and Schedule 3.03. The economic value of such vacation time and sick time is the amount equal to the cash compensation that would be payable to each such Hired Employee at his or her level of compensation on the Closing Date for a period equal to such credited accrued vacation or sick time. If such accrued vacation time or sick time exceeds the Maximum Vacation Accrual or Maximum Sick Time Accrual, Seller shall pay such Hired Employee cash in lieu of such excess accrued vacation time or sick time. Seller shall accrue up to \$750,000 of bonuses for the Hired Employees as of the Closing Date and Holdco shall pay at least an aggregate of \$750,000 in bonuses to the Hired Employees in respect of the 2001 calendar year no later than April 30, 2002; provided, that Holdco shall receive a maximum Purchase Price adjustment of \$750,000 with respect to the payment of such bonuses. Notwithstanding anything set forth in this Section 8.09, Holdco will have no obligation to CMB Employees who are on Approved Leave of Absence until they become employees of Holdco pursuant to this Section 8.09. For purposes of this Agreement, employees on "Approved Leave of Absence" means employees absent from work on the Closing Date and unable to perform their regular job duties by reason of illness or injury under approved plans or policies of the employer (other than employee's absence for less than five (5) days due to short term illness or injury not requiring written approval by the employer) or otherwise absent from work under approved or unpaid leave policies of the employer.

(d) As of the Closing Date, Holdco will have no obligation under this Section 8.09 to Seller, its Affiliates or to any of Seller's employees, other than with respect to Hired Employees who will hereafter be the responsibility of Holdco. As of the Closing Date, Seller will, and will cause its Subsidiaries to, terminate the employment of all Hired Employees. Seller will pay all severance obligations and other costs associated with such termination (if any). Seller shall grant a limited release to all Hired Employees from any contractual or common law duties which said employees may owe to Seller, so as to permit such employees to (i) compete with Seller by working for Holdco and (ii) disclose to Holdco secret or proprietary information of Seller solely in relation to the Cable Modem Business. Seller will timely satisfy any legal obligation with respect to continuation of group health coverage required pursuant to Section 4980B of the Code or Section 601, et seq., of ERISA with respect to all CMB Employees whose employment with Seller or any of Seller's ERISA Affiliates terminates on or before the Closing Date.

(e) Except as otherwise expressly provided pursuant in this Agreement, Holdco will not have or assume any obligation or liability under or in connection with any of Seller's Benefit Plans. In relation to any CMB Employee on an Approved Leave of Absence, responsibility for benefit coverage of such CMB Employee, and liability for payment of benefits, will remain that of Seller or the Subsidiaries of Seller until such employee becomes an employee of Holdco after the Closing or is terminated by Seller or its Subsidiary. For purposes of this Agreement, the following claims and liabilities will be deemed to be incurred as follows: (i) medical, dental and/or prescription drug benefits upon the rendering of the medical, dental, pharmacy or other services giving rise to the obligation to pay such benefits except with respect to such benefits provided in connection with a continuous period of hospitalization, which will be deemed to be incurred at the time of admission to the hospital; (ii) life, accidental death and

dismemberment and business travel accident insurance benefits and workers' compensation benefits, upon the occurrence of the event giving rise to such benefits; and (iii) salary continuation or other short-term disability benefits, or long-term disability, upon commencement of the disability giving rise to such benefit.

(f) Seller shall continue to pay the group health insurance premiums that are necessary to continue, for a period of three (3) months after the Closing Date, Seller's current group health plan for Seller's continuing employees. Seller covenants that it will not terminate any group health plan in connection with the Transactions.

(g) Any liability under the WARN Act with regard to any employee of Seller terminated on or prior to the Closing Date, or not hired by Holdco on or after the Closing Date, will, as a matter of contract between the parties, be the responsibility of Seller. Holdco will cooperate with Seller and Seller's Affiliates, if requested, in the giving of WARN Act notices on behalf of the other party. Holdco shall not during the 60-day period beginning on the Closing Date terminate the employment of full-time employees of the Cable Modem Business whom it hires as contemplated in this Agreement so as to cause any "plant closing" or "mass layoff" (as those terms are defined in the WARN Act) such that Seller has any obligation under the WARN Act that Seller would not otherwise have had absent such terminations. In the event of any breach by Holdco of the foregoing covenant, Holdco shall indemnify Seller for any such obligations arising under the WARN Act.

(h) Holdco and Seller hereby acknowledge and agree that, pursuant to the authority of Revenue Ruling 2000-27, the Transactions will result in a permissible distribution event under Section 401(k) of the Code from any of Seller's Benefits Plans designed to satisfy the requirements of Section 401(k) of the Code.

(i) If, during the period from the date of this Agreement to the Closing Date, Seller has, or acquires, a duty to bargain with any labor organization with respect to any of the CMB Employees, then Seller will (i) give prompt written notice of such development to Holdco, including notice of the date and place of any negotiating sessions as they are planned or contemplated and permit Holdco to have a representative present at all negotiating sessions with such labor organization and at all meetings preparatory thereto (including making Holdco's representative a representative of Seller's delegation if required by the labor organization), and (ii) not, without Holdco's written consent, enter into any contract with such labor organization that purports to bind Holdco, including any successor clause or other clause that would have this purpose or effect. Seller acknowledges and agrees that Holdco has not agreed to be bound, and will not be bound, without an explicit assumption of such liability or responsibility by Holdco, by any provision of any collective bargaining agreement or similar contract with any labor organization to which Seller or any its Affiliates is or may become bound. Seller will take no action or engage in any inaction, which might obligate or require Holdco to recognize or bargain with any labor organization on behalf of CMB Employees.

(j) If, during the period from the date of this Agreement to the Closing Date, Seller hires new employees in order to comply with its obligations under Section 7.01(a)(i) (the "New Hires"), Holdco shall include each New Hire on the Offer Schedule; provided, that such New Hires will be offered identical salary levels or hourly wages to those paid to them by Seller.

Holdco will make a written offer of employment to each New Hire not more than 14 days after they are employed by Seller and Seller shall provide Holdco with any information necessary for Holdco to comply with its obligations under this Section 8.09(j).

(k) Seller shall not, either before the Closing or after the Closing during the period while the Post-Employment Hiring Prohibition is scheduled to remain in effect with respect to any of the employees listed on Schedule 8.09(k), amend or waive any of the Post-Employment Hiring Prohibitions or breach the terms of any provisions of the employment agreements referred to in Section 5.17(b). At the direction (and, after the Closing, at the expense) of Holdco, Seller shall enforce the Post-Employment Hiring Prohibition against any of those employees who are alleged by Holdco to have violated the terms of the Post-Employment Hiring Prohibitions with respect to the Hired Employees. Seller shall turn over to Holdco any damages received as a result of any such enforcement.

(l) Notwithstanding anything to the contrary in this Agreement, if the offers of employment that Holdco makes to employees listed on the Offer Schedule and, in Holdco's sole discretion, employees listed on the Review Schedule are not (i) at an identical salary level or hourly wage to that received by such employees immediately prior to the Closing, and (ii) at a position substantially comparable to that held by such employees immediately prior to the Closing, Seller shall not be liable for any breach of the covenant in Section 7.01(a)(i) with respect to any failure by Seller to retain such employees until the Closing.

(m) Nothing in this Section 8.09 or elsewhere in this Agreement will be deemed to make any employee of Seller a third party beneficiary of this Agreement.

Section 8.10. CMB Business Records; Transitional Arrangements.

(a) Seller shall deliver all CMB Business Records to Holdco at or before the Closing. Holdco shall retain all material CMB Business Records for a period of not less than three (3) years after the Closing Date. No CMB Business Records will be destroyed during this 3 year period without at least thirty (30) Business Days advance written notice to Seller, during which period Seller may, at its sole expense, elect to take possession of the items to be destroyed. After the Closing, Holdco shall grant Seller, its accountants, counsel and other representatives access to the CMB Business Records as is reasonably necessary with respect to Seller's review and verification of the Closing Statement (or any corrected Closing Statement) as contemplated in Section 3.04, Seller's continued operation and/or liquidation of all or part of the Excluded Assets or for financial reporting and accounting matters, the preparation and filing of any Tax returns, reports or forms, or for the defense of, or response required under, or pursuant to, any lawsuit, action or proceeding (including any proceeding involving Seller related to the Acquired Assets).

(b) Not more than sixteen (16) employees of Seller shall be entitled to continue to use their respective offices on the 4th floor of Seller's call center and network operating center in Louisville, Kentucky until March 31, 2002 for purposes of reviewing and verifying the Closing Statement and for purposes of managing Seller's remaining business operations (other than the Cable Modem Business). No rent or other amounts shall be payable to Holdco in relation to the continued use of such offices by such employees. Seller shall provide

not more than twelve (12) representatives of Holdco or CCI access to and reasonable workplace accommodations at Seller's locations (other than the CMB Sites) as requested by Holdco, for no additional consideration, until thirty (30) days after the Closing; provided, that Seller's obligation hereunder to provide workplace accommodations shall terminate with respect to any location at which Seller's occupancy rights have terminated at the time of such termination. Seller shall provide Holdco with not less than thirty (30) days notice of termination of any such occupancy rights.

Section 8.11. Publicity. During the period from the date of this Agreement to the Closing Date, neither Seller, on the one hand, nor Holdco, on the other hand, shall issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Agreement without the consent of the other party, except as such release or announcement may be required by any Legal Requirement or the rules or regulations of a national securities exchange in the United States, in which case the party required to make the release or announcement shall allow the other party reasonable time to comment on such release or announcement in advance of its issuance.

Section 8.12. Fees and Expenses. Except as set forth in this Agreement and irrespective of whether or not the Transactions are consummated, all Expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such Expenses, except (i) filings fees in relation to the Schedule 13E-3 shall be paid by Holdco, (ii) Expenses incurred in connection with the preparation, filing, printing and mailing of the Proxy Statement shall be paid by Seller, (iii) filing fees in relation to filings made under the HSR Act shall be shared equally by Seller and Holdco, and (iv) Expenses incurred in connection with Holdco's application to become an "Approved Company" for purposes of succeeding to the rights of Seller under the Service and Technology Agreement dated August 31, 2000 among Seller, the Kentucky Economic Finance Authority and Faulkner Hinton/Ormsby I, LLC, shall be borne by Holdco. For purposes of this Agreement, "Expenses" includes all out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a party hereto and its Affiliates) incurred by a party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

Section 8.13. Cancellation of Charter Warrants. Holdco and Seller hereby agree that, effective as of the Closing, the Charter Warrants shall terminate without further action on the part of Holdco or Seller, whereupon all rights, obligations and liabilities thereunder shall be extinguished forthwith. Notwithstanding Holdco's rights under the Charter Warrants, Holdco hereby undertakes and agrees not to transfer or assign its right, title or interest in and to the Charter Warrants during the period from the date of this Agreement to the Closing Date.

Section 8.14. Letter of Credit. As and from the date of this Agreement, Seller and Holdco will cooperate and use their respective commercially reasonable efforts to obtain as promptly as practicable the consent of the third party beneficiary (the "Beneficiary") of the letter of credit described on Schedule 1.01(b), to the cancellation of such letter of credit. If required by the Beneficiary as a condition to the cancellation of Seller's letter of credit, Holdco will use commercially reasonable efforts to replace such letter of credit with a letter of credit for the account of Holdco on terms no less favorable to such Beneficiary. The cost of obtaining any

such replacement letter of credit shall be borne by Holdco. If the Beneficiary does not consent to the cancellation or replacement of the letter of credit then Holdco hereby agrees, conditional upon the Closing, to indemnify Seller in respect of any Losses suffered or incurred by Seller as a result of such Beneficiary presenting, or drawing down any amount under, such letter of credit.

Section 8.15. Taxes.

(a) Holdco shall pay any Transfer Taxes arising from or payable by reason of the transfer of the Acquired Assets contemplated by this Agreement. Tax returns required to be filed in respect of Transfer Taxes ("Transfer Tax Returns") will be prepared and filed by the party that has the primary responsibility under any applicable Legal Requirement for filing such Transfer Tax Returns. If neither party has primary responsibility for filing a Transfer Tax Return, then Holdco will be responsible for preparing and filing any such Transfer Tax Return and, if required by any applicable Legal Requirement, Holdco will join in the execution of any such Transfer Tax Returns and other documentation. After the Closing Date, Seller and Holdco shall reasonably cooperate with each other in connection with the preparation and filing of Tax returns and in the conduct of any audit or other proceedings with respect to any tax relating to the Acquired Assets. The party liable to pay relevant Transfer Taxes pursuant to this Agreement shall have the opportunity to review and approve, acting reasonably, any Transfer Tax Return related to such liability.

(b) Each party hereto will cooperate in assuring that all real property taxes, personal property taxes and similar ad valorem obligations that are levied with respect to the Acquired Assets or the Cable Modem Business for assessment periods in which the Closing Date occurs and are otherwise not accounted for in the adjustment to Purchase Price set forth in Section 3.03 of this Agreement or excluded pursuant to Section 2.04(e) (collectively, the "Apportioned Obligations") and any refund or rebate thereof, will be apportioned between the Seller and Holdco as of the Closing Date based on the number of days in any such period falling on or before the Closing Date, on one hand, and after the Closing Date, on the other hand (it being understood that the Seller is responsible for the portion of each such Apportioned Obligation attributable to the number of days from the most recent Lien date up to and including the Closing Date and Holdco is responsible for the portion of each such Apportioned Obligation attributable to the period after the Closing Date. An adjustment will be made to the Purchase Price to reflect any payment of Apportioned Obligations that have been made by Seller on or prior to the Closing Date that are apportioned to Holdco hereunder. The parties hereto will cooperate, including during times of audit by taxing governmental authorities, to avoid payment of duplicate Taxes or other ad valorem obligations of any kind or description which related to the Acquired Assets or the Cable Modem Business, and each party will furnish, at the request of the other, proof of payment of any such Taxes or ad valorem obligations or other documentation that is a prerequisite to avoiding payment of a duplicate Tax or other ad valorem obligations.

(c) Seller will cooperate with Holdco's reasonable requests to take such actions and execute such documents or instruments necessary or appropriate, as determined by Holdco, at Seller's expense, to reduce Holdco's Transfer Tax liability in connection with the Transactions.

(d) Holdco shall have the right to control the defense and conduct of any audit or other examination by any taxing authority with respect to transfer, sale or use Taxes that might be applicable to the transfer of the Acquired Assets pursuant to this Agreement and for which Holdco is liable hereunder.

Section 8.16. Use of Seller's Name. Seller will retain all rights with respect to the names "HSA" and "High Speed Access" or any and all derivations thereof after the Closing. Holdco will remove or delete such names or any and all derivations thereof from the Cable Modem Business and Acquired Assets as soon as reasonably practicable, but in any event by the 120th day following the Closing. Seller will take no action to enforce its Intellectual Property rights in such names against Holdco or its Affiliates during such 120-day period with respect to the Acquired Assets and Cable Modem Business. Nothing in this Section 8.16 will require Holdco to remove or discontinue using any such name or mark that is affixed to converters or other items in customer homes or properties on the Closing Date, or as are used in a similar fashion which makes such removal or discontinuation impracticable.

Section 8.17. Non-solicitation. During the period from the Closing Date until the first anniversary of the Closing Date, Seller shall not, and shall cause its Subsidiaries not to, without the prior written consent of Holdco, solicit for employment any of the Hired Employees or any employees of Holdco with whom Seller has had any material business contact within one year of the date hereof; provided, however, that the foregoing prohibition shall not prevent Seller from hiring any such Hired Employee or employee of Holdco by means of a general advertisement.

Section 8.18. Confidentiality. Except as permitted under the terms of the License Agreement, as and from the Closing Date, Seller agrees (i) to preserve and protect the confidentiality of any trade secrets or other confidential information relating to the CMB Intellectual Property, Technology and Know-How and CMB Business Records sold and delivered to Holdco hereunder as part of the Acquired Assets (the "Confidential Information"), and (ii) not to disclose or disseminate the Confidential Information to any third party except as required by any Legal Requirement. For the avoidance of doubt, the foregoing obligations shall not apply to (A) information which is generally known to the industry or the general public other than as a result of Seller's breach of this Agreement, or (B) information furnished to Seller by a third party on a non-confidential basis after the date hereof who is not known by Seller after due inquiry to be otherwise bound by a confidentiality agreement. Any material breach of the Confidentiality Agreement, as amended, will be deemed a material breach of this Agreement.

Section 8.19. Limitations on Seller's Representations and Warranties. Except for the representations and warranties expressly contained in this Agreement, Seller makes no other express or implied representation or warranty, including, without limitation, representations or warranties as to the condition of the Acquired Assets, their fitness for any particular purpose, their contents, the income derived or potentially to be derived from the Acquired Assets or the Cable Modem Business, or the expenses incurred or potentially to be incurred in connection with the Acquired Assets or the Cable Modem Business. Seller is not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Acquired Assets or the Cable Modem Business, made or furnished by any broker, agent, employee, servant or other

person representing or purporting to represent Seller, unless and to the extent the same is expressly set forth in this Agreement.

Section 8.20. Launch Fees. Notwithstanding the terms of the Second NSA Agreement, Holdco hereby agrees that all unpaid Launch Fees as of the date hereof, together with any Launch Fees that accrue during the period from the date of this Agreement to the Closing Date, shall not be payable by Seller to Holdco (except to the extent included in the Intercompany Payment set forth on Schedule 4.02(a) and payable at Closing) unless this Agreement is terminated or abandoned in accordance with its terms, at which time all such Launch Fees shall be due and payable by Seller to Holdco in accordance with the terms of the Second NSA Agreement.

Section 8.21. Termination of Charter Contracts. Holdco and Seller agree that, effective as of the Closing, the Second NSA Agreement shall terminate without further action on the part of Holdco or Seller, whereupon all rights, obligations and liabilities thereunder shall be extinguished forthwith (including any liability for breaches existing as of the Closing Date). Holdco further agrees to use its best efforts to cause the Full Turnkey Agreement to be terminated effective as of the Closing, without liability on the part of Seller, Holdco or any other party thereto (including any liability for breaches existing as of the Closing Date). Notwithstanding the foregoing, Purchase Price adjustments with respect to payment obligations under the Second NSA Agreement and the Full Turnkey Agreement shall be made in accordance with Sections 3.03 and 3.04. From the date of this Agreement to the Closing Date or termination hereof, neither Holdco nor Seller will declare, claim or issue a notice of default under the Full Turnkey Agreement or the Second NSA Agreement; provided, that the foregoing shall not be deemed or construed as a waiver by either party with respect to any claims or defaults under such agreements and any amendments thereto.

Section 8.22. CSR Classes. Seller shall recruit, hire and begin training classes at such time and for the number of full time equivalent new customer service representative employees set forth on Schedule 8.22; provided, that Holdco shall provide Seller with a written request to begin any class scheduled to begin more than thirty (30) days after the date hereof and Seller shall not be obligated to begin any such class until thirty (30) days after delivery of such notice, notwithstanding the scheduled date of such class on Schedule 8.22. Holdco shall include all of Seller's new employee representatives attending such classes on the Offer Schedule and, notwithstanding anything to the contrary in Section 8.09, shall offer employment to such persons at identical salary levels or hourly wages to those paid to them by Seller. Training classes shall be conducted in a manner consistent with past practice. For purposes of determining whether Seller has complied with its obligations under this Section 8.22, the number of full time equivalent customer service representative employees shall include new employees of Seller that are offered and accept employment under terms consistent with past practices and who pass Seller's standard pre-hire tests (regardless of whether such employees voluntarily terminate their employment before completion of such class or classes). Subject to the foregoing, Seller shall pay Holdco \$10,000 for each full Business Day of delay (beginning on the sixth Business Day of such delay) in the commencement of any class with the minimum number of participants required pursuant to the terms of this Section 8.22 and each full Business Day of any period during which classes have been early terminated (the "CSR Charges"). The CSR Charges shall

be payable at, and only at, the Closing as an adjustment of the Purchase Price as contemplated in Section 3.03(a) and the Closing Statement.

Section 8.23. Customer Care Matters. Effective as of the Closing Date, Holdco shall assume responsibility for handling, managing and resolving all open Customer Care Matters.

ARTICLE IX CONDITIONS

Section 9.01. Conditions to Each Party's Obligation. The respective obligations of Holdco, on the one hand, and Seller, on the other hand, to effect the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities shall be subject to the satisfaction prior to the Closing of the following conditions:

(a) Seller Stockholder Approval. This Agreement and the transactions contemplated hereby shall have been approved by the stockholders of Seller by (i) the Seller Requisite Vote and (ii) a majority of the votes actually cast affirmatively or negatively by holders of outstanding shares of HSA Common Stock other than Excluded Stockholders.

(b) HSR Waiting Period. Any waiting period applicable to the Transactions under the HSR Act shall have terminated or expired.

(c) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

Section 9.02. Conditions to Obligation of Holdco. The obligation of Holdco to purchase the Acquired Assets is subject to the satisfaction at and as of the Closing of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects without regard to any "materiality", "material" or "Material Adverse Effect" qualifiers therein as of the date hereof and on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date, except (i) to the extent that such representations and warranties describe a condition on a specified time or date or are affected by the conclusion of the transactions permitted or contemplated hereby, or (ii) where the failure of such representations and warranties to be true and correct, individually or in the aggregate, does not have, has not had and would not reasonably be expected to have, a Material Adverse Effect. Holdco shall have received a certificate signed by an authorized officer of Seller (but without personal liability thereto) to such effect.

(b) Performance of Obligations of Seller. Subject to Section 8.09(k), Seller shall have performed or complied in all material respects with all obligations, conditions and covenants required to be performed or complied with by it under this Agreement and the other Transaction Documents to which it is a party at or prior to the Closing. Holdco shall have received a certificate signed by an authorized officer of Seller (but without personal liability

thereto) to such effect and identifying (1) each executive officer or director of Seller who is an Excluded Stockholder, (2) the number of shares of HSA Common Stock with respect to which each such officer and director has Voting Control (as such term is defined in the Voting Agreement) and (3) the number of such shares that were voted in favor of the transactions contemplated by this Agreement.

(c) Certificate of Incumbency and Resolutions. Holdco shall have received a certificate of the President and Secretary of Seller (i) as to the incumbency and signatures of the officers of Seller and (ii) as to the adoption and continued effectiveness of resolutions of Seller authorizing the transactions contemplated hereby.

(d) Required Consents. Each of the consents set forth on Schedule 9.02(d) shall have been obtained and no such consent shall have been revoked.

(e) No Material Adverse Effect. No damage, destruction or loss of any of the Acquired Assets has occurred or come to exist since the date of this Agreement, after giving effect to any insurance, which has had or would reasonably be expected to have a Material Adverse Effect, nor, subject to Section 8.09(k), has any event, occurrence, fact, condition, change or development occurred or come to exist since the date of this Agreement, which has had or would reasonably be expected to have a Material Adverse Effect.

(f) Legal Opinion. Holdco shall have received an opinion from Weil Gotshal & Manges LLP, counsel to Seller, substantially in the form attached as Exhibit E. In addition, the opinion from Seller's General Counsel previously delivered to Holdco shall not have been modified or withdrawn since the date thereof or in the alternative, Holdco shall have received an alternative opinion from a source reasonably acceptable to Holdco.

(g) Opinions of Financial Advisors. Copies of the Lehman Opinion and Houlihan Lokey Opinion, together with a letter from Houlihan Lokey in form and substance reasonably acceptable to Holdco to the effect that Holdco may rely on the Houlihan Lokey Opinion, shall have been previously provided to Holdco and neither of such opinions nor the letter from Houlihan Lokey regarding reliance by Holdco on its opinion shall have been modified or withdrawn at or before the Closing.

Section 9.03. Conditions to Obligation of Seller. The obligation of Seller to sell, assign, transfer, convey and deliver the Acquired Assets is subject to the satisfaction at and as of the Closing of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Holdco set forth in this Agreement that are qualified as to materiality shall be true and correct and the representations and warranties of Holdco set forth in this Agreement that are not so qualified shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date, with the same force and effect as made on and as of the Closing Date. Seller shall have received a certificate signed by an authorized officer of Holdco (but without personal liability thereto) to such effect.

(b) Performance of Obligations of Holdco. Holdco shall have performed or complied in all material respects with all obligations, conditions and covenants required to be

performed or complied with by it under this Agreement and the other Transaction Documents to which it is a party at or prior to the Closing. Seller shall have received a certificate signed by an authorized officer of Holdco (but without personal liability thereto) to such effect.

(c) Certificate of Incumbency and Resolutions. Seller shall have received a certificate of the President and Secretary of Holdco (i) as to the incumbency and signatures of the officers of Holdco and (ii) as to the adoption and continued effectiveness of resolutions of Holdco authorizing the transactions contemplated hereby.

(d) Legal Opinion. Seller shall have received an opinion from Paul, Hastings, Janofsky & Walker LLP, counsel to Holdco substantially in the form attached as Exhibit F.

ARTICLE X TERMINATION, AMENDMENT AND WAIVER

Section 10.01. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date, (whether before or after the approval of this Agreement by the Seller Requisite Vote):

(a) by mutual written consent of Seller and Holdco;

(b) by Holdco or Seller if any of the conditions set forth in Section 9.01 have become incapable of fulfillment; provided, that a party seeking to terminate this Agreement as a result of a failure of the condition set forth in Section 9.01(c) shall have complied in all material respects with its obligation under Section 8.03(b);

(c) by Seller if any of the conditions set forth in Section 9.03 shall have become incapable of fulfillment, and shall not have been waived by Seller;

(d) by Holdco if any of the conditions set forth in Section 9.02 shall have become incapable of fulfillment, and shall not have been waived by Holdco; or

(e) by Seller or Holdco if (i) the Closing shall not have occurred on or prior to March 31, 2002 or (ii) Seller shall have entered into a definitive agreement providing for a Superior Proposal with a Person other than Holdco or its subsidiaries.

Section 10.02. Notice of Termination. A party desiring to terminate this Agreement pursuant to this Article X shall give written notice of such termination to the other party in accordance with Section 12.01, specifying the provision hereof pursuant to which such termination is effected. Notwithstanding anything to the contrary in this Agreement, the right to terminate this Agreement pursuant to Sections 10.01(c) through (e) shall not be available to any party whose failure to fulfill its obligations or to comply with its covenants under this Agreement in all material respects has been the cause of, or resulted in, the failure to satisfy a condition set forth in Sections 9.02 or 9.03 as the case may be.

Section 10.03. Effect of Termination and Abandonment.

(a) If this Agreement is terminated or abandoned pursuant to this Article X, this Agreement shall become void and of no further force or effect with no liability on the part of any party hereto (or on the part of any of its directors, officers, employees, agents, legal or financial advisors or other representatives), except that (i) the agreements contained in this Article X, Article XI, Article XII and in the Confidentiality Agreement, shall survive the termination hereof and (ii) no such termination shall relieve any party of any liability or damages resulting from any willful material breach by that party of this Agreement.

(b) If this Agreement is terminated pursuant to (i) Section 10.01(d), (ii) Section 10.01(e)(i) (but only if termination pursuant to Section 10.01(e)(i) is a result of the negligent or willful failure of Seller to perform any obligations required to be performed by it hereunder on or prior to the date of termination) or (iii) Section 10.01(e)(ii), then Seller shall pay all of Holdco's reasonable out-of-pocket expenses incurred in connection with this Agreement, including, without limitation, all reasonable legal fees and expenses and all fees and expenses of Merrill Lynch incurred by Holdco, together with all fees and expenses chargeable to Seller pursuant to Section 8 of the Management Agreement, by wire transfer or cashier's check within five (5) Business Days after termination hereof.

(c) If this Agreement is terminated pursuant to (i) Section 10.01(c), or (ii) Section 10.01(e)(i) (but only if termination pursuant to Section 10.01(e)(i) is a result of the negligent or willful failure of Holdco to perform any obligations required to be performed by it hereunder on or prior to the date of termination), then Holdco shall pay all of Seller's reasonable out-of-pocket expenses incurred in connection with this Agreement, including all reasonable legal fees and expenses and all fees and expenses of Lehman and Houlahan Lokey incurred by Seller, together with the Incremental Costs (as such term is defined in the Management Agreement) chargeable to Holdco upon termination of this Agreement by wire transfer or cashiers check within five (5) Business Days after termination hereof.

Section 10.04. Amendments. This Agreement may be amended by action taken by Seller and Holdco at any time before or after approval of this Agreement by the Seller Requisite Vote but, after any such approval, no amendment shall be made which requires the approval of Seller's stockholders under applicable law without such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.

Section 10.05. Extension; Waiver. At any time prior to the Closing Date, each party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document, certificate or writing delivered pursuant hereto or (iii) waive compliance by the other party with any of the agreements or conditions contained herein (in whole or in part). Any agreement on the part of either party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE XI
INDEMNIFICATION

Section 11.01. Indemnification by Seller. Subject to the provisions of this Article XI, Seller shall indemnify, defend and hold harmless Holdco, its Affiliates, and their respective officers, directors, employees, stockholders, agents and representatives (collectively, "Holdco Indemnitees") from and against all claims (including, without limitation, claims by third parties) and compensatory damages (including, without limitation, settlement costs and any expenses, including reasonable out-of-pocket legal and accounting expenses incurred in connection with investigating or defending any actions or threatened actions) (collectively, "Damages") arising out of or in connection with (a) the breach of any representation or warranty made by Seller in this Agreement or any other Transaction Document (without regard to any materiality or similar qualifications contained therein), (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement or any other Transaction Document, (c) the Excluded Liabilities, or (d) the operation of the Cable Modem Business prior to Closing. Notwithstanding the foregoing, Seller shall have no obligation to indemnify, defend and hold harmless any Holdco Indemnitee for any damages (including with respect to Taxes) which a Holdco Indemnitee incurred in its capacity as a stockholder of Seller. The foregoing obligation of Seller to indemnify the Holdco Indemnites shall be subject to and limited by the following qualifications:

(i) Each of the covenants of Seller contained in Sections 7.01, 7.02, 8.01, 8.02, 8.03, 8.05, 8.06, 8.08, 8.09(d), 8.11 and 8.22 and representations and warranties made by Seller in this Agreement or in any of the other Transaction Documents shall survive for a period of eighteen (18) months after the Closing Date (unless a claim shall have been commenced prior to such time in which case the applicable covenants, representations and warranties shall survive with respect to such claim until such claim has been resolved, and thereafter all such covenants, representations and warranties shall be extinguished), except that (1) the representations and warranties contained in Section 5.16 will survive until 90 days after the expiration of the applicable statute of limitations, (2) the representations and warranties contained in Sections 5.14 and 5.18 will survive for a period of twenty-four (24) months after the Closing Date and (3) the representations and warranties contained in Sections 5.13(a) and 5.15 (but only, in Section 5.15, with respect to title to the CMB Intellectual Property and Technology and Know-How) will survive in perpetuity. The extended survival periods referenced in the preceding sentence shall hereinafter be referred to as the "extended survival periods". The covenants (other than those described in the first sentence of this clause (i)) and agreements made by the Seller in this Agreement or in any of the other Transaction Documents shall survive the Closing and will continue in full force and effect without limitation.

(ii) Subject to Section 11.01(iii) below, Seller shall have no liability to the Holdco Indemnitee on or account of any Damages provided in Section 11.01(a) or (b) (to the extent the matters in Section 11.01(b) relate to covenants described in the first sentence of Section 11.01(i)) unless and until such damages in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000) (the "Threshold Amount"), in which case the Holdco Indemnites shall be entitled to Damages from the first dollar of such damages. Subject to Section 11.01(iii), the total liability of Seller for its indemnity obligation under Sections 11.01(a) and 11.01(b) insofar as it includes the covenants described in the first sentence of Section 11.01(i), shall be

limited in all respects to, and shall be payable solely from, and to the extent of, the Indemnification Holdback and upon the occurrence of an event to which Seller's indemnity obligations under such sections applies, the Holdco Indemnitees' sole and exclusive remedy shall be recourse to the Indemnification Holdback.

(iii) With respect to any indemnification sought for Damages arising out of (1) a breach of any representation or warranty subject to an extended survival period pursuant to Section 11.01(i); (2) any Excluded Liability; (3) the operation of the Cable Modem Business prior to the Closing Date, (4) a breach of any covenants, agreements or obligations of Seller other than those described in the first sentence of Section 11.01(i); or (5) actual common law fraud (collectively, the "Excluded Damages"), such indemnification (x) shall not be subject to the Threshold Amount set forth in Section 11.01(ii) above and (y) shall neither be paid from, nor subject to the limits of, the Indemnification Holdback; provided, however that the Holdco Indemnitees may elect in its discretion to proceed against the Indemnification Holdback for indemnification of all or any portion of the Excluded Damages.

Section 11.02. Indemnification by Holdco. Subject to the provisions of this Article XI, Holdco shall indemnify, defend and hold harmless Seller, its Affiliates and their respective officers, directors, employees, stockholders, agents and representatives (collectively, "Seller Indemnitees") from and against any Damages arising out of or in connection with (a) the breach of any representation or warranty made by Holdco in this Agreement or any other Transaction Document (without regard to any materiality or similar qualifications contained therein), (b) any breach of any covenant, agreement or obligation of Holdco contained in this Agreement or any other Transaction Document, (c) the Assumed Liabilities or (d) the operation of the Cable Modem Business from and after the Closing. Each of the covenants of Holdco contained in Sections 8.02, 8.03, 8.05, 8.06 and 8.11 and representations and warranties made by Holdco in this Agreement or in any of the other Transaction Documents shall survive for a period of eighteen (18) months after the Closing Date (unless a claim shall have been commenced prior to such time in which case the applicable covenants, representations and warranties shall survive with respect to such claim until such claim has been resolved, and thereafter all such covenants, representations and warranties shall be extinguished). The covenants (other than those described in the preceding sentence) and agreements made by Holdco in this Agreement or in any of the other Transaction Documents shall survive the Closing and will continue in full force and effect without limitation. Holdco shall have no liability to Seller on or account of any Damages provided in Sections 11.02(a) or (b) (to the extent the matters in Section 11.02(b) relate to covenants described in the second sentence of this Section 11.02) unless and until such damages in the aggregate exceed the Threshold Amount, in which case Seller shall be entitled to Damages from the first dollar of such damages. The total liability of Holdco for its indemnity obligation under Sections 11.02(a) and 11.02(b) insofar as it includes the covenants contained described in the second sentence of this Section 11.02, shall be limited in all respects to an amount equal to the original amount of the Indemnification Holdback. Notwithstanding the foregoing, Holdco's indemnification obligations shall not be subject to the Threshold Amount or the limits on total liability set forth above with respect to any indemnification sought for Damages arising out of (1) any Assumed Liability; (2) a breach of any covenants, agreements or obligations of Holdco other than those described in the second sentence of this Section 11.02, (3) actual common law fraud, (4) any Liability for Taxes arising

under Section 8.15(a) or Taxes apportioned to Holdco pursuant to Section 8.15(b), or (5) the operation of the Cable Modem Business from and after the Closing Date.

Section 11.03. Exclusive Remedy; No Consequential Damages. Seller and Holdco acknowledge and agree that, from and after the Closing, their sole and exclusive remedy with respect to any and all claims relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Article XI, except in the case of actual common law fraud. Notwithstanding anything to the contrary in this Agreement, no indemnification shall be provided for under this Article XI in respect of any indirect or consequential damages. The maximum amount of any indemnification payable hereunder by any indemnifying party shall be limited to an amount equal to the Cash Amount.

Section 11.04. Characterization of Indemnification and Other Payments. All indemnity and other payments made under this Agreement shall be treated for all Tax purposes as adjustments to the Purchase Price.

Section 11.05. Damages Net of Insurance; Tax Benefits. The amount of any Damages for which indemnification is payable under this Article XI, shall be (i) net of any amounts recovered or recoverable by the Indemnitee (as defined below) under insurance policies with respect to such Damages, (ii) net of any amounts recovered by the Indemnitee from any third Person (by contribution, indemnification or otherwise) with respect to such Damages, and (iii) adjusted to take account of any net Tax effect realized by the Indemnitee arising from the incurrence or payment of any such Damages and the entitlement to or the receipt of any indemnification payment.

Section 11.06. Procedures Relating to Third Party Claims.

(a) Notice of Third Party Claims. A Person entitled to any indemnification provided for under this Agreement in respect of, arising out of, or involving a claim made by any third party (a "Third Party Claim") against such Person (the "Indemnitee"), shall notify the Person from whom indemnification is sought (the "Indemnitor") in writing, and in reasonable detail, of the Third Party Claim promptly after receipt by such Indemnitee of written notice of the Third Party Claim. The failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnitor shall have been materially prejudiced as a result of such failure.

(b) Assumption of Defense of Third Party Claims by Indemnitor. If any indemnification obligation hereunder shall arise from a Third Party Claim, the Indemnitor shall have the right and Indemnitee shall permit the Indemnitor to participate in the defense thereof and, if it so chooses, to assume the defense of any such claim or any litigation resulting from such claim unless the Indemnitee provides a written release to Indemnitor of its indemnification obligation. If the Indemnitor assumes the defense of such claim or litigation, the Indemnitor shall actively pursue the defense thereof in good faith. The Indemnitor shall not, in the defense of such claim or litigation, unless the Indemnitee expressly consents in writing (which consent will not be unreasonably withheld), consent to entry of any judgment or enter into any settlement unless such judgment or settlement provides only for monetary damages to be paid by the Indemnitor and includes as an unconditional term thereof the giving by the claimant or the plain-

tiff to the Indemnitee of a release from all liability in respect of such claim or litigation. In cases where the Indemnitor has, by written instrument delivered to the Indemnitee, assumed the defense or a settlement with respect to a claim for which indemnity is being sought, the Indemnitor will not be liable to the Indemnitee for any legal fees subsequently incurred by the Indemnitee in connection with the defense thereof and the Indemnitor shall be entitled to assume the defense or settlement thereof with counsel of its own choosing, which counsel shall be reasonably satisfactory to the Indemnitee, provided that the Indemnitee (and its counsel) shall be entitled to continue to participate at its own cost in any such action or proceeding or in any negotiations or proceedings to settle or otherwise eliminate any claim for which indemnification is being sought, it being understood that the Indemnitor shall control such defense. If the Indemnitor chooses to defend or prosecute a Third Party Claim, all the parties hereto shall reasonably cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnitor's request) the provision to the Indemnitor of records and information which are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(c) Assumption of Defense of Third Party Claims by Indemnitee.

Notwithstanding the foregoing, if (i) the Indemnitor does not promptly assume the defense of any Third Party Claim as provided in this Section 11.06(b) above (other than during any period in which the Indemnitee shall have failed to give notice of the Third Party Claim as provided above) or (ii) the Indemnitee reasonably concludes that there may be legal defenses available to it that are different from or in addition to those available to the Indemnitor, or that another conflict of interest exists or is likely to occur in the defense of such Third Party Claim, then in any of such cases, the Indemnitee may assume primary responsibility for the defense or settlement of the Third Party Claim, and may select legal counsel reasonably acceptable to the Indemnitor to conduct the defense of such claims. If the Indemnitee assumes and undertakes a defense or settlement of a Third Party Claim in accordance with the immediately preceding sentence, the Indemnitor shall be liable to the Indemnitee for any reasonable attorneys' fees and expenses incurred by the Indemnitee in connection with such matter, after receiving notice from the Indemnitee to the effect that it intends to take advantage of the provisions set forth in the immediately preceding sentence; provided, however, that the Indemnitor shall continue to have the right to participate in the defense of any such Third Party Claim and, if it so chooses, to employ separate counsel in connection therewith, but the fees, costs, and expenses related to such participation shall be at the expense of and paid by the Indemnitor. In the event the Indemnitee assumes primary responsibility for the defense of the Third Party Claim as provided in the first sentence of this Section 11.06(c), the Indemnitor shall continue to pay the legal fees and expenses of counsel for the Indemnitee and the Indemnitor shall not have the right to direct the defense of such Third Party Claim on behalf of the Indemnitee. The Indemnitee shall have the right, with the consent of the Indemnitor (which consent shall not be unreasonably withheld), to settle or compromise any such Third Party Claim on terms satisfactory to it.

Section 11.07. Indemnification Holdback.

(a) Establishment of the Indemnification Holdback. At the Closing and without any act of Seller, cash equal to the Indemnification Holdback will be held back from the Purchase Price by Holdco pursuant to Section 3.02(b), and not delivered to Seller, such amount to be governed by the terms set forth herein.

(b) Recourse to the Indemnification Holdback. The Indemnification Holdback shall be available to compensate Holdco Indemnitees for any and all Damages to which they are entitled to indemnification under this Article XI.

(c) Distribution of Indemnification Holdback.

(i) At 5:00 p.m., Eastern Time, on the twelve (12) month anniversary of the Closing Date (the "First Release Date"), Holdco shall release from the Indemnification Holdback and shall pay to Seller cash in an amount equal to the First Release Amount minus the aggregate amount (determined in the reasonable judgement of Holdco) of any pending claims for Damages made by Holdco on or before the First Release Date. As claims for Damages made on or before the First Release Date are resolved, Holdco shall pay to Seller the amount by which (1) the remaining portion of the First Release Amount withheld pursuant to the preceding sentence exceeds (2) the aggregate amount of any claims for Damages made on or before the First Release Date which are pending at such time. The term "First Release Amount" means Two Million Dollars (\$2,000,000) minus the aggregate amount of any reduction in the Indemnification Holdback made by Holdco pursuant to Section 11.07(d) on or before the First Release Date.

(ii) At 5:00 p.m., Eastern Time, on the eighteen (18) month anniversary of the Closing Date (the "Second Release Date"), any amount remaining in the Indemnification Holdback (after reductions made by Holdco pursuant to Sections 11.07(c)(i) and 11.07(d)) that is not subject to pending claims for Damages made by Holdco, shall be released from the Indemnification Holdback and paid to Seller in cash. As any such pending claims for Damages are resolved, Holdco shall deliver to Seller the amount by which (1) the remaining portion of the Indemnification Holdback, if any, exceeds (2) the aggregate amount of any claims for Damages which are pending at such time.

(iii) When any amounts are paid to Seller pursuant to Sections 11.07(c)(i) and (ii), Holdco shall also pay Seller interest on such amounts from the Closing Date to the payment date at the prime rate as reported in The Wall Street Journal from time to time during the period that Holdco has held such amounts. Any such amounts payable to Seller under this Section 11.07 shall be paid by Holdco in immediately available funds by wire transfer or cashiers check.

(d) Claims Upon Indemnification Holdback. Upon delivery by Holdco to Seller of a certificate signed by any officer of Holdco (an "Officer's Certificate"): (i) stating that a Holdco Indemnitee has paid Damages hereunder, and (ii) specifying in reasonable detail the individual items of Damages included in the amount so stated, the date each such item was paid and the basis for payment of such Damages, Holdco shall, subject to the provisions of Section

11.07(c) hereof, be entitled to reduce the amount of the Indemnification Holdback cash in an amount equal to such Damages.

(e) Objections to Claims. Holdco shall not reduce the amount of the Indemnification Holdback pursuant to Section 11.07(d) hereof unless (i) Holdco shall have received written authorization from Seller to make such reduction, or (ii) thirty (30) days shall have elapsed from the date of delivery of the Officer's Certificate to Seller. After such authorization or expiration or such thirty (30) day period, Holdco shall be entitled to reduce the amount of the Indemnification Holdback in accordance with Section 11.07(d) hereof, unless Seller shall object in a written statement to the claim made in the Officer's Certificate, and such statement shall have been delivered to Holdco prior to the expiration of such thirty (30) day period (in which case Holdco's right to reduce the amount of the Indemnification Holdback shall be determined under Section 11.07(f) below).

(f) Resolution of Conflicts. In the event that Seller objects in writing to any claim or claims made in any Officer's Certificate within thirty (30) days of receipt thereof, Seller and Holdco shall attempt promptly and in good faith to agree upon the rights of the respective parties with respect to each of such claims. If Seller and Holdco should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties. Holdco shall be entitled to rely on any such memorandum to remove cash from the Indemnification Holdback in accordance with the terms thereof. If no such agreement can be reached after good faith negotiation, Holdco shall be entitled to make such reduction; provided that Seller retains the right to contest such reduction in a proceeding in any court having competent jurisdiction and located in Delaware or New York.

ARTICLE XII GENERAL PROVISIONS

Section 12.01. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given:

(a) if to Holdco, to:

Charter Communications Holding Company, LLC
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Curtis S. Shaw
Senior Vice President, General Counsel and Secretary
Facsimile No.: (314) 965-8793

with a copy to:

Paul, Hastings, Janofsky & Walker LLP
399 Park Avenue
New York, NY 10022
Attention: John Turitzin, Esq.
Facsimile No.: (212) 319-4090

(b) if to Seller, to:

High Speed Access Corp.
10901 West Toller Drive
Littleton, CO 80127
Attention: Daniel J. O'Brien
Facsimile No.: (720) 922-2805

with a copy to:

Chrysalis Ventures, LLC
1650 National City Tower, 101 S. Fifth Street
Louisville, KY 40202
Attention: David A. Jones, Jr.
Facsimile No.: (502) 583-7648

and to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Howard Chatzinoff, Esq.
Facsimile No.: (212) 310-8007

or such other address or facsimile number as such party may hereafter specify for the purpose by written notice to the other parties hereto. Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the fax number specified in this Section 12.01 and the appropriate fax confirmation is received or (ii) if given by any other means, when delivered at the address specified in this Section 12.01.

Section 12.02. Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.

Section 12.03. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, (i) such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances, and (ii) 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 to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 12.04. Third Party Beneficiaries. Neither this Agreement, nor the Confidentiality Agreement nor any other agreement contemplated hereby or thereby (or any

provision hereof or thereof) is intended to confer any rights or remedies on any Person other than the parties hereto or thereto.

Section 12.05. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party, except that Holdco may assign to any Affiliates of Holdco the right to acquire part or all of the Acquired Assets hereunder; provided, however, that any such assignment shall not release Holdco from any obligation or liability hereunder (including any right or obligation under Article XI). Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 12.06. Specific Performance. The parties recognize in the event that Seller should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. Holdco shall therefore each be entitled, in addition to any other remedies that may be available, including monetary damages, to obtain specific performance of the terms of this Agreement. In the event of any action to enforce this Agreement specifically, Seller waives the defense that there is an adequate remedy at law.

Section 12.07. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, regardless of the Legal Requirement that might otherwise govern under applicable principles of conflict of laws.

Section 12.08. Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action or proceeding in connection with this Agreement or any transaction contemplated hereby.

Section 12.09. Exhibits and Schedules. The Exhibits and Schedules attached to and delivered with this Agreement are a part of this Agreement the same as if fully set forth herein and all references herein to any Section of this Agreement shall be deemed to include a reference to any Schedule named therein.

Section 12.10. No Strict Construction. Holdco and Seller hereby acknowledge that (i) Holdco and Seller jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (ii) both Holdco and Seller have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and (iii) no presumption shall be made that any provision of this Agreement shall be construed against either party by reason of any role in the drafting of this Agreement or any other agreement contemplated hereby.

Section 12.11. Counterparts; Effectiveness. This Agreement may be signed in any number of 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 counterparts hereof signed by all of the other parties hereto.

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

HIGH SPEED ACCESS CORP.

By: /s/ DANIEL J. O'BRIEN

Name: Daniel J. O'Brien
Title: President & CEO

CHARTER COMMUNICATIONS HOLDING COMPANY,
LLC

By: /s/CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President, General
Counsel & Secretary

SERVICES AND MANAGEMENT AGREEMENT

THIS SERVICES AND MANAGEMENT AGREEMENT (this "Agreement") is made as of this 28th day of September 2001, by and between High Speed Access Corp., a Delaware corporation (the "Company"), and Charter Communications, Inc., a Delaware corporation ("CCI").

RECITALS

WHEREAS, the Company and Charter Communications Holding Company, LLC, a Delaware limited liability company ("Charter Holdco") (by assignment from CCI), are parties to a Network Services Agreement dated as of November 25, 1998 (the "Full Turnkey Agreement") and a Network Services Agreement dated as of May 12, 2000 (the "Second NSA Agreement," and together with the Full Turnkey Agreement, the "Network Services Agreements");

WHEREAS, the Company and Charter Holdco are entering into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, in order to induce Charter HoldCo to enter into the Purchase Agreement, the Company is willing to allow CCI to perform certain services heretofore performed by the Company pursuant to the Network Services Agreements and is willing to grant CCI the right to manage, after the HSR Date, certain aspects of the Cable Modem Business, in each case on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meaning assigned such terms in the Purchase Agreement.

Section 2. Appointment. The Company appoints CCI and CCI agrees to perform the Services (as defined below) on the terms and conditions set forth in this Agreement.

Section 3. Effectiveness; Term. The term of this Agreement (the "Effective Period") will commence as of the date hereof, except for Section 5(b), which shall become effective on the HSR Date. The Effective Period will continue for so long as either of the Network Services Agreements is in effect, unless terminated earlier pursuant to Section 11 of this Agreement.

Section 4. Duties of CCI. Subject to the limitations and other terms and conditions set forth in this Agreement,

(a) CCI shall have sole responsibility for performing the services described in the Full Turnkey Agreement relating to the installation of internet

access service to residential and commercial subscribers of CCI and its Affiliates (the "Installation Services") according to the information on installs provided by the Company;

(b) CCI shall have sole responsibility for and agrees to procure at its cost, all cable modems, after deployment of the Modem Inventory, required for its performance of the Installation Services (the "Modem Services"); and

(c) CCI and the Company shall each have the right to perform (at their respective cost) the services described in the Network Services Agreements relating to the marketing of internet access service to residential and commercial customers of CCI and its Affiliates (the "Marketing Services").

Section 5. Rights and Obligations of CCI.

(a) CCI shall obtain all modems required for its performance of the Installation Services from the Modem Inventory of the Company. After all such modems have been deployed, CCI shall be responsible for purchasing at its sole cost modems required for its performance of the Installation Services as contemplated in Section 4(b) above.

(b) In addition to performing the Installation Services, Modem Services and Marketing Services, CCI shall have the right, at its option and subject to Section 9 hereof, to perform certain additional services (the "Additional Services" and, together with the Installation Services, Modem Services and Marketing Services, the "Services") with respect to management of certain aspects of the Cable Modem Business, in order to facilitate the transition of the Cable Modem Business operations from the Company to Charter

Holdco or its permitted assignees as contemplated by the Purchase Agreement. More specifically, the Additional Services shall be as follows:

(i) participation in Company policy-making related to and to provide input on processes relating to the customer care function and the operation of the Network Operations Center in Louisville, Kentucky, ("NOC"), including without limitation, the coordination of communications between the NOC, customer care and CCI regional-level personnel to provide feedback between parties;

(ii) responsibility for making decisions relating to the pursuit, termination and prioritization of the Company's Cable Modem Business projects relating to engineering design and information systems infrastructure and operation; provided, however, that absent a CCI decision on abandoning a planned project or terminating an existing project, the Company shall continue its current plans with respect thereto, including, without limitation, placing training materials on the web, Gensys, WebDT and database clean-up;

(iii) determining which of the employees listed in the Offer Schedule and the Review Schedule shall be assigned to provide any of the Services under this Agreement;

(iv) the formulation, implementation and supervision of sales, marketing and advertising programs, policies and procedures related to the Cable Modem Business; and

(v) the establishment and direction of technical standards and procedures related to the Cable Modem Business.

(c) CCI will employ reasonable industry standards in performing the Services, provided that notwithstanding anything herein, neither CCI nor any of its officers, directors, Affiliates or agents shall have any liability, express or implied, for any action taken or omitted to be taken by CCI or for any failure or delay in performing or exercising any obligation, duty, right, power or authority possessed by CCI under this Agreement except for actual losses, if any, suffered by the Company that are caused by CCI's bad faith, willful misconduct or gross negligence.

(d) CCI shall not exercise its rights under Section 5(b) in a manner which will materially interfere with the ability of the Company or any of its Subsidiaries to perform their respective existing contractual obligations or to wind down the Company's non-Cable Modem Business operations.

Section 6. Obligations of the Company.

(a) Except as otherwise expressly provided herein, during the period from the date of this Agreement to the Closing Date, the Company shall conduct the Cable Modem Business as contemplated in Section 7.01 of the Purchase Agreement.

(b) In order to facilitate CCI's performance of Services hereunder, the Company shall:

(i) provide such access to its systems as is reasonably necessary for CCI to verify implementation of security improvement measures requested prior to the date hereof as discussed between the Company and CCI. CCI acknowledges that the Company shall not be responsible for the purchase of any hardware or software in connection with such security improvements;

(ii) provide CCI and its representatives access to CMB Business Records and systems operating information during regular business hours, on the terms set forth in Section 7.03 of the Purchase Agreement;

(iii) notify CCI promptly regarding the cancellation or threatened cancellation of any circuit servicing the Cable Modem Business, specifying the subscribers served by such circuit;

(iv) provide to CCI, at CCI's request and without undue delay, cable modems from the Modem Inventory;

(v) permit a third party engaged by CCI at its sole cost (namely, Cisco Systems or a similar entity) to perform a security audit of the Company's systems that are a part of the Cable Modem Business. The Company agrees to cooperate with CCI and such auditing entity and agrees to provide such access to the Company's systems and personnel as is reasonably requested in connection with such audit;

(vi) provide representatives of CCI access to and reasonable workplace accommodations at the Company's locations as requested by CCI for the performance by CCI of any of the Services for so long as any employees or representatives of the Company have access to such locations; and

(vii) cooperate with CCI in resolving disputes of CCI and Company personnel.

Section 7. Employees.

(a) Any employees of the Company from time to time involved in performing the Services shall at all times prior to the Closing (unless sooner terminated by the Company) remain employees of the Company and shall not become or be deemed to be employees of CCI or any of its Affiliates.

(b) The Company shall be responsible for hiring, paying, providing benefits to, maintaining appropriate personnel records in relation to, and disciplining and discharging in its sole discretion all Company personnel.

(c) CCI shall have responsibility for resolving complaints asserted by CCI personnel to the extent they involve acts by CCI, its employees, or its agents. The Company shall provide CCI with its reasonable cooperation in attempts by CCI to resolve such complaints.

(d) The Company shall have responsibility for resolving complaints asserted by CCI personnel to the extent they involve acts by the Company, its employees, or its agents or other personnel performing services for the Company. CCI shall provide the Company with its reasonable cooperation in attempts by the Company to resolve such complaints.

(e) Company personnel shall, under no circumstances, be eligible either to participate in any employee benefit plans maintained by CCI or any of

its Affiliates or to receive any fringe benefits from CCI during the term of this Agreement and any extensions thereof, nor shall they be deemed to be employees of CCI for purposes of participating in any such benefit plans.

(f) CCI employees who are assigned to provide Services to the Company shall at all times remain the employees of CCI.

(g) Neither of the parties will discriminate against or unlawfully harass any personnel covered by this Agreement based on their color, race, creed, religion, age, gender, disability, veteran's status, reserve military obligations or any other factor prohibited by federal, state and/or local law.

(h) Each of the parties will maintain in effect at all times procedures whereby the Company and CCI personnel providing Services can report complaints of harassment and/or illegal discrimination. Each of the parties will promptly notify the other of all reported claims of harassment and/or or illegal discrimination involving the other's employees.

(i) CCI and the Company shall each, in consultation with each other, fulfill their respective legal obligations, if any, to grant requests for leave to which their respective employees may be entitled under the Americans With Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), or any other applicable laws.

(j) With respect to Company personnel and CCI personnel, each party shall, to the extent applicable, at all times comply with all laws and regulations pertaining to labor and employment matters, including, but not limited to, the FMLA, the Age Discrimination in Employment Act, the Fair Labor Standards Act, ERISA, the Equal Pay Act, Workers' Compensation laws, ADA, all laws prohibiting employment discrimination, and the Fair Credit Reporting Act, and all laws set forth in Section 10(c) below.

(k) CCI and the Company will cooperate with each other to investigate and respond to claims or complaints asserted in connection with any personnel matters arising in connection with the performance of Services under this Agreement.

(l) CCI and the Company intend and agree that no employee of either party or any other person shall be considered a third-party beneficiary to this Agreement.

Section 8. Fees Payable by the Company for Installation and Marketing Services.

(a) In connection with CCI's performance of the Installation Services and Marketing Services, the Company shall pay to CCI the following amounts for each new subscriber connection added during the Effective Period:

(i) an installation fee equal to \$115;

(ii) a marketing fee equal to \$50;

(iii) \$150 for each Com 21 modem installed during the Effective Period (other than modems obtained by CCI from the Company's Modem Inventory); and

(iv) \$100 for each new DOCSIS modem installed during the Effective Period (other than modems obtained by CCI from the Company's Modem Inventory).

(b) Commencing with the month during which this Agreement is executed, CCI shall provide to the Company within thirty (30) days of the end of each calendar month a statement showing the gross number of new subscriber connections added by CCI, the number and type of modems installed (other than modems obtained by CCI from the Company's Modem Inventory) for the month covered by such statement and the total amount payable to CCI with respect to such month, based upon the fees set forth in Section 8(a) hereof.

(c) No amount shall be payable by the Company to CCI pursuant to Section 8(a) hereof except as provided in this Section 8(c). If this Agreement is terminated in accordance with Section 11 hereof prior to the Closing, then all amounts payable under Section 8(a) hereof which have accrued up to the date of such termination shall immediately become due and payable to CCI upon the earlier of (i) the Closing, in which case such amount shall be automatically waived and no longer payable by the Company to CCI or (ii) the termination of the Purchase Agreement.

(d) If the Purchase Agreement is terminated, then to the extent that CCI is collecting billing revenues pursuant to the Full Turnkey Agreement and the Billing Letter Agreement of even date herewith, CCI shall have the right to deduct from the revenues collected amounts owed CCI under Section 8(a) hereof.

Section 9. Incremental Costs Payable by CCI.

(a) CCI shall be responsible for paying all Incremental Costs. As used herein, "Incremental Costs" shall mean costs and expenses incurred by the Company to the extent relating to and arising from CCI's exercise of its rights and obligations under Section 5(b) hereof and shall not include costs incurred by the Company in the performance of its obligations under Section 7.01 of the Purchase Agreement or costs that the Company would have incurred without CCI's exercise of such rights and obligations, notwithstanding that such costs and expenses may be incurred for different reasons. For clarification, and by way of example, if a decision by CCI results in a reassignment of Company personnel within the Company without creating the need to hire replacement personnel, no Incremental Costs have been incurred

and all costs associated with the employment of such reassigned personnel shall continue to be paid by the Company. By way of further example, if as a result of a CCI decision, the Company purchases equipment or hardware, the costs of such equipment or hardware are Incremental Costs.

(b) The Company shall prepare a written statement (each such statement, a "Statement of Costs") setting forth the Company's good faith estimate of anticipated Incremental Costs, if any, with respect to each exercise by CCI of its rights under Section 5(b) hereof and shall deliver such Statement of Costs to CCI promptly upon the Company's receipt of notice of CCI's desire to exercise its rights under Section 5(b) hereof. CCI shall acknowledge and agree to be responsible for such costs by executing each Statement of Costs and returning the same to the Company. The Company shall not be required to implement changes requested by CCI underlying such Incremental Costs until CCI has provided such acknowledgement and agreement. In addition, the Company shall provide written notice to CCI as soon as it reasonably anticipates that the amount of the Incremental Costs included in any Statement of Costs will exceed the amount set forth on the original Statement of Costs by the greater of ten percent (10%) or Five Thousand Dollars (\$5,000). Upon receipt of such notice, CCI shall have the right to terminate or modify the project to which the Statement of Costs relates; provided, however, that CCI shall pay all costs incurred by the Company in reliance on CCI's approval of the initial Statement of Costs, including costs relating to the period after termination or modification of the project.

(c) Incremental Costs shall be due and payable as follows. If the aggregate amount of Incremental Costs the incurrence of which has been acknowledged and agreed by CCI pursuant to Section 9(b) above is less than or equal to One Hundred Thousand Dollars (\$100,000), then such Incremental Costs shall not be due and payable by CCI to the Company until the earlier of (i) the Closing, in which case such amount shall be paid by Charter Holdco to the Company as an adjustment to the Purchase Price as contemplated in Section 3.03(b) of the Purchase Agreement or (ii) the termination of this Agreement (other than as a result of the Closing), in which case such amount shall, subject to Section 9(d) below, be immediately due and payable. Any Incremental Costs in excess of One Hundred Thousand Dollars shall be due and payable by CCI to the Company within thirty (30) days of delivery by the Company of an invoice therefor itemizing the amounts and accompanied by written evidence of amounts paid by the Company.

(d) Notwithstanding the foregoing, if this Agreement is terminated (i) by the Company other than in accordance with Section 11 hereof, or (ii) upon termination of the Purchase Agreement (1) by Charter Holdco pursuant to Section 10.01(d) of the Purchase Agreement, (2) pursuant to Section 10.01(e)(i) of the Purchase Agreement (but only if termination pursuant to Section 10.01(e)(i) of the Purchase Agreement is a result of the negligent or willful failure of the Company to perform any obligations required to be performed by it thereunder on or prior to the date of

termination) or (3) by either Charter Holdco or the Company pursuant to Section 10.01(e)(ii) of the Purchase Agreement, then any accrued and unpaid Incremental Costs in respect of the period up to the date of such termination shall immediately cease to be payable by CCI to the Company and the Company shall waive any right to receive such payment.

(e) For the avoidance of doubt, Incremental Costs shall be payable by CCI to the Company in accordance with Section 9(c) hereof if this Agreement is terminated (i) pursuant to Section 11(a)(i) in connection with the Closing or earlier termination of the Purchase Agreement (1) pursuant to Section 10.01(a) of the Purchase Agreement, (2) by either party pursuant to Section 10.01(b) of the Purchase Agreement (subject to the proviso contained therein), (3) by the Company pursuant to Section 10.01(c) of the Purchase Agreement or (4) pursuant to Section 10.01(e)(i) (other than as a result of the negligent or willful failure of the Company to perform any obligations required to be performed by it thereunder on or prior to the date of termination), (ii) pursuant to Sections 11(a)(ii) or 11(b)(iii) hereof or (iii) by CCI for any reason, whether pursuant to Section 11(b)(iv) hereof or otherwise (other than contemporaneously with, immediately prior to or in connection with termination of the Purchase Agreement as set forth in Section 9(d)(ii) above).

Section 10. Indemnification.

(a) Indemnification By the Company. The Company will indemnify, defend and hold harmless CCI and its owners, officers, directors, agents and employees from and against any and all claims, losses, liabilities and demands of every kind and nature whatsoever against CCI by third parties, including, without limitation, the costs as and when incurred of investigating and defending any such claims, liabilities and demands, including, without limitation, reasonable attorneys', accountants' and experts' fees and disbursements therefor, arising in connection with CCI's authorized activities set forth herein; provided, however, that the Company shall not be required to indemnify or hold harmless any such person from any claims, losses, liabilities or demands which arise from actions (or failures to act) which are performed in bad faith or which arise out of willful misconduct or gross negligence by such person.

(b) Indemnification By CCI. CCI will indemnify, defend and hold harmless the Company and its owners, officers, directors, agents and employees from and against any and all claims, losses, liabilities and demands of every kind and nature whatsoever, against the Company by third parties including, without limitation, the costs as and when incurred of investigating and defending any such claims, liabilities and demands, including, without limitation, reasonable attorneys', accountants' and experts' fees and disbursements therefore, arising in connection with CCI's failure to perform its obligations as set forth herein or CCI's actions which are performed by it in bad faith or which arise out of its willful misconduct or gross negligence by CCI.

(c) Employment Matters Indemnity. Each of the Company and CCI recognizes that the relationship contemplated in this Agreement creates the possibility that a third party claim could be asserted seeking to hold one of them vicariously liable for the conduct of the other or jointly or severally liable. Accordingly, in addition to the other indemnification rights set forth in this Section 10, each of the Company and CCI agrees to indemnify the other only for such liability as may be imputed to it under the law based on the conduct of the other, including but not limited to conduct arising out of, based upon or resulting from any act or omission of the other under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the ADA; the FMLA; the Immigration Reform and Control Act of 1986, as amended; all state and city equal pay acts; state and city labor laws; state worker's compensation laws; state fair employment and human rights laws; the Fair Labor Standards Act, as amended; the Employee Retirement Security Act of 1974, as amended; the National Labor Relations Act, as amended; Sections 1981 - 1988 of Title 42 of the United States Code, as amended; any and all claims under any other federal, state, or local labor laws, civil rights laws, fair employment practices laws, or human rights laws; any and all claims of slander, libel, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, intentional or negligent misrepresentation, fraud, prima facie tort, breach of contract or statutory claims for attorneys fees and costs; and any other claim arising out of an individual's employment or the termination of such employment with either party.

Section 11. Termination; Effect of Termination.

(a) This Agreement will be terminated upon the first to occur of any of the following events:

(i) the Closing or earlier termination of the Purchase Agreement in accordance with its terms;

(ii) the mutual written consent of the parties hereto to terminate this Agreement; or

(iii) an Event of Termination (as defined below) if the applicable party exercises its option to terminate upon such Event of Termination (except with respect to termination hereof pursuant to subsection (b)(iii) below, which shall be automatic and shall not require any additional action by either party hereto).

(b) Each of the following shall constitute an "Event of Termination":

(i) termination by the Company if CCI breaches any of the terms of this Agreement (subject to the right of CCI to cure within thirty (30) days after written notice of such breach is received by CCI from the Company);

(ii) termination by the Company if CCI commits any act constituting gross negligence or willful misconduct;

(iii) the occurrence of a Bankruptcy Event with respect to the Company. A "Bankruptcy Event" means that the Company (A) has become insolvent, bankrupt or unable to pay its debts as and when due, (B) enters into an assignment for the benefit of creditors, (C) is subject to the appointment of a receiver for all or a substantial part of its business or property, (D) is subject to an attachment of any of its assets that lasts more than 45 days, (E) filed a voluntary petition for bankruptcy in a court of competent jurisdiction, or (F) had an involuntary petition for bankruptcy filed against it which involuntary petition is not dismissed within 45 days of the filing date; and

(iv) termination by CCI upon thirty (30) days prior written notice to the Company.

(c) The provisions of Section 10 will survive any termination of this Agreement.

(d) Upon termination of this Agreement in accordance with the provisions hereof (other than as a result of the Closing), the Company shall automatically assume its obligations as provided in the Network Services Agreement.

Section 12. Confidential Information.

(a) The Company and CCI agree that all information which becomes known to the other party in the course of or in connection with the performance of Services hereunder which is either non-public, confidential or proprietary in nature (including, without limitation, trade secrets) and is owned, developed or possessed by a party or any of its Affiliates, whether in tangible or intangible form, pertaining to that party or any of its Affiliates, customers, suppliers or vendors ("Confidential Information"), including, but not limited to, research and development, operations systems, databases, computer programs and software, designs, models, operating procedures, knowledge of the organization, products (including prices, costs, sales and content), processes, techniques, machinery, contracts, financial information or measures, business methods, future business plans, customers (including the identities of customers and prospective customers, identities of individual contacts at business entities that are customers or prospective customers, preferences, businesses or habits) and business relationships, records, papers, reports or any other document or material whatsoever which includes, reflects or is based upon Confidential Information shall be treated by the parties as confidential, and shall use it solely in connection with the implementation of this Agreement and the Purchase Agreement.

(b) Disclosure By Employees. The Company and CCI further agree to use their reasonable efforts to ensure that their respective personnel, both during

and after the Effective Period treat such Confidential Information as confidential; do not misappropriate or misuse the Confidential Information for the Company's or CCI's or its personnel's benefit or the benefit of any third party; and make no disclosures of same to third parties without the written consent of the party who owns the Confidential Information.

(c) Non-Confidential Information. Confidential Information covered by this Section 12 shall not include (i) information which is generally known to the industry or the general public other than as a result of a breach of this Agreement, or (ii) information furnished to the receiving party by a third party on a non-confidential basis after the date hereof who is not known by the receiving party after due inquiry to be otherwise bound by a confidentiality agreement.

(d) Subpoenas for Confidential Information. In the event that either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other, such party shall provide prompt written notice to the disclosing party of such receipt in order to afford the disclosing party an opportunity to seek a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order and the receiving party is legally compelled to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability).

Section 13. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be given in the manner set forth in the Purchase Agreement.

Section 14. Assignment. No party to this Agreement will have the right to assign this Agreement without the written consent of the other party, provided that CCI may delegate to one or more Affiliates of CCI performance of CCI's duties under this Agreement; provided that such assignment shall not relieve CCI of its obligations hereunder. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Section 15. Amendment. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing, duly executed by the parties hereto.

Section 16. Relationship of the Parties; Limitation on Liabilities of CCI. CCI and the Company will not, by virtue of this Agreement be deemed partners, joint venturers or co-employers, nor shall CCI be deemed to be the agent or employee of the Company. Subject to Section 10 hereof, CCI will not, by entering into and performing this Agreement, incur any liability for any of the existing obligations, liabilities or debts of the Company, and CCI will not, by acting hereunder assume or become liable for any of the future obligations, debts, or liabilities of the Company, except for Incremental Costs as set forth in Section 9 hereof.

Section 17. Further Assurances. Each of the parties hereto agrees to execute such additional documents and take such other actions as the other party may reasonably request to consummate the transactions contemplated by this Agreement and otherwise as may be necessary to effectively carry out the terms and provisions of this Agreement.

Section 18. Governing Law. All matters affecting the interpretation of this Agreement and the rights of the parties hereto will be governed by the laws of the State of New York, without regard to its conflict of law principles.

Section 19. Severability; No Waiver. Each of the respective rights and obligations of the parties under this Agreement will be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth in this Agreement. No waivers, express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party will be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.

Section 20. Entire Agreement. This Agreement, the Purchase Agreement and the Transaction Documents contain the entire agreement of the parties with respect to the subject matter hereof, and the parties acknowledge that there are no representations, warranties, covenants or understandings other than those expressly set forth in this Agreement, the Purchase Agreement and the Transaction Documents which relate to the subject matter of this Agreement.

Section 21. No Restriction on CCI's Unrelated Activities. Nothing herein shall limit the right of CCI to engage in any other business or to devote its time and attention to the management or other aspects of any other business or to render services of any kind; provided that in engaging in such activities, CCI shall not impair the ability of CCI to perform its obligations hereunder or act or in any manner inconsistent with CCI's obligations hereunder.

Section 22. Continuing Effectiveness. Except as otherwise expressly set forth in this Agreement, the Network Services Agreements shall continue in full force and effect.

Section 23. Counterparts. This Agreement may be executed in counterparts, and a facsimile signature will be effective as an original signature.

Section 24. Insurance. The Company shall at all times maintain in full force and effect during the Effective Period employer's liability and worker's compensation insurance that complies with applicable state laws and an Employment Practices Liability Policy substantially comparable to the policy in effect on the date hereof. The Company shall use commercially reasonable efforts to name CCI as an additional insured under such policies.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Services and Management Agreement as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By: /s/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel &
Secretary

HIGH SPEED ACCESS CORP.

By: /s/ DANIEL J. O'BRIEN

Name: Daniel J. O'Brien
Title: President & CEO

LICENSE AGREEMENT

LICENSE AGREEMENT (this "Agreement"), dated as of September 28, 2001, among High Speed Access Corp. and HSA International, Inc., both Delaware corporations (together, "HSA"), and Charter Communications Holding Company, LLC, a Delaware limited liability company ("Holdco").

RECITALS

WHEREAS, High Speed Access Corp. and Holdco have entered into an Asset Purchase Agreement dated as of September 28, 2001 (as the same may be amended from time to time, the "Purchase Agreement");

WHEREAS, High Speed Access Corp. owns, licenses or has other valid rights, title and interest in and to the CMB Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Holdco or one or more of its Affiliates has agreed to purchase the CMB Intellectual Property and the Technology and Know-How, and to grant to HSA a non-exclusive license to use the Software Tools and International Intellectual Property Rights (both as defined herein) in its conduct of the Retained Businesses (as defined below) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, HSA and Holdco agree as follows:

Article I
DEFINITIONS

Except as otherwise set forth herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the Purchase Agreement. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Confidential Information" means, with respect to a party hereto, any trade secrets and any non-public, confidential or proprietary information relating to that party or its business, that is owned, developed or possessed by that party, whether in tangible or intangible form, pertaining to that party including, but not limited to, research and development, operations systems, databases, computer programs and software, designs, models, operating procedures, knowledge of the organization, products (including prices, costs, sales and content), processes, techniques, machinery, contracts, financial information or measures, business methods, future business plans, customers (including the identities of customers and prospective customers, identities of individual contacts at business entities that are customers or prospective customers, preferences, businesses or habits) and business relationships, records, papers, reports or any other document or material whatsoever which includes, reflects or is based upon the foregoing confidential information or trade secrets.

"Domestic" shall mean entirely within the United States.

"Domestic Software Tools License" means a non-exclusive royalty-free, non-transferable and non-sublicensable Domestic license in the Software Tools, limited in duration to the earlier of (i) such date as HSA has ceased its Domestic ISP and web-hosting activities and (ii) June 30, 2002.

"International Intellectual Property Rights" means copies of technical design, configuration, testing and operations documents from the CMB Intellectual Property and Technology and Know-How used by HSA before Closing in its Non-Domestic consulting and Internet service provisioning business activities (i.e., those related to the design, deployment and operation of ISP services, including, but not limited to, NOC design and configuration documentation, head-end design and deployment documentation, cable modem testing

and field management practices documentation, HSA software applications architecture, design, test and support documentation).

"International Software Tools License" means a non-exclusive royalty-free, three-year, non-sublicensable and non-transferable, Non-Domestic license in the Software Tools and International Intellectual Property Rights.

"Licensed Rights" shall mean those rights arising out of the Domestic Software Tools License and the International Software Tools License.

"Non-Domestic" shall mean entirely outside the United States.

"Retained Domestic Business" means HSA's continued, post-Closing operation of its Domestic web-hosting business/subsidiary and broadband ISP business to facilitate the operation and winding-down of HSA's Domestic ISP and web-hosting businesses, including without limitation transfer or shut down of any independent operator systems, accounting reconciliation and asset management unrelated to Holdco or its Affiliates.

"Retained International Business" means HSA's Non-Domestic consulting and Internet service provisioning business activities.

"Software Tools" means copies of the HSA-created aspects and software source and object code for the following applications: Web DT, FRED, Remedy customizations, USAT (User Security Admin Tool a/k/a "security layer"), Work Force Management, Corba middleware and its associated adapters, provisioning related applications, Cable Modem Provisioning Tool (CMPT), Cable Modem S Tool (CMST), Werewolf, Customer Database Application (CDB), Portal Web Interface (PWI), Portal Intranet Customizations, Data Clean Up tools, Business Unit Emailer (BU Emailer), Time Keeper, Customer Self-registration tool, SeaGate Info CMB reports, Market Database application, DST Interface and LDBypass. The Software Tools excludes (i) any third party commercially licensed software (such as Oracle's RDBMS, Remedy ARS, Click Software's Click Schedule, SeaGate Info (the application itself), Iona's Orbix, Cisco CNR, Group 1's Doc1 and Code1, DST's HsDs simulator, Boardtown's Platypus licenses, HP OpenView and Cisco Cable Manager) used as a foundation or key element in the Software Tools, (ii) any and all hardware or server platforms and IP Blocks included in the CMB Intellectual Property and running the Software Tools and (iii) any enhancements, supports or subsequent releases of such Software Tools that would infringe upon Holdco resources, except as

mutually agreed by HSA and Holdco for the sole purpose of supporting HSA's Domestic windup activities.

Article II
LICENSES

2.1 License to HSA. Holdco hereby grants to HSA, for the term stated in Article VII, (i) a Domestic Software Tools License for use in the winding down of the Retained Domestic Business, and (ii) an International Software Tools License for use in the operation of the Retained International Business.

2.2 Prohibition on Competition. HSA acknowledges and agrees that it is prohibited from using the Domestic Software Tools License or International Software Tools License, or any Intellectual Property rights related thereto, in any manner that competes with the business of Holdco or its Affiliates.

2.3 Reservation of Rights. All rights not expressly granted by the parties hereunder are reserved to the parties. Without limiting the generality of the foregoing, the parties expressly acknowledge that (i) nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses specified in Section 2.1 and (ii) no party shall be authorized to use the name, trademark, service mark, logo or other designation of any other party hereto without such party's prior written consent.

Article III
LIMITATION OF LIABILITY

HOLDCO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED RIGHTS OR ANY DERIVATIVE WORKS THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article IV
INDEMNIFICATION

HSA agrees to defend, indemnify and hold Holdco and its officers, directors, agents and employees harmless against all costs, expenses, damages and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against Holdco based on or arising out of HSA's use of the Licensed Rights.

Article V
PROTECTION AND ENFORCEMENT

HSA shall cooperate with Holdco at Holdco's cost and expense in the filing, prosecution, maintenance and other attempts to protect the CMB Intellectual Property including without limitation by executing those documents as Holdco may reasonably require from time to time to ensure that all right, title and interest in and to the CMB Intellectual Property continues to reside with Holdco. Holdco shall cooperate with HSA at HSA's cost and expense regarding International Intellectual Property Rights documentation to enable HSA to pursue consulting and service provisioning business activities internationally as described herein; provided that such documentation and use shall be restricted to HSA International, Inc.'s use only for Non-Domestic business operations.

Article VI
QUALITY STANDARDS; APPLICABLE LAWS; PROPRIETARY RIGHTS

6.1 Quality Standards. HSA acknowledges and agrees that HSA shall be entitled to use the Domestic Software Tools License and International Software Tools License only in connection with the Retained Domestic Business and Retained International Business, respectively, and that such use of the Licensed Rights shall be of a nature and quality consistent with the services generally rendered by HSA on or before the Closing.

6.2 Applicable Laws. HSA agrees that the services rendered under or in connection with the Licensed Rights shall be marketed and provided in accordance with all applicable laws. HSA shall fully comply with the marking provisions of the intellectual property laws of each applicable jurisdiction in the applicable territory and such additional marking requirements as Holdco shall from time to time specify in writing.

6.3 Proprietary Rights. HSA acknowledges and agrees that, subject to the express Licensed Rights granted herein, Holdco is the sole and exclusive owner of all right, title and interest in, to or in connection with the Software Tools and International Intellectual Property Rights and all portions and copies thereof. HSA agrees that it will not assert any claim of ownership or entitlement to (i) any rights licensed as Software Tools or International Intellectual Property Rights or (ii) any claim of ownership to any other Intellectual Property or rights related thereto. In addition, Holdco shall have sole and exclusive ownership of any corrections, enhancements and updates provided to, or created by, HSA for the Software Tools and International Intellectual Property Rights. If title to any work derived from or in any way related to the Software Tools or International Intellectual Property Rights does not, by operation of law, vest in Holdco, HSA hereby assigns to Holdco, or its designee, all right, title and interest in and to such works.

6.4 Non-Disturbance. HSA acknowledges and agrees that it shall not do anything to impair Holdco's ability to fully utilize and operate the Cable Modem Business without restriction.

Article VII
TERM AND TERMINATION

7.1 Term. This Agreement shall be of no force or effect until the Closing under the Purchase Agreement and shall (i) with respect to the Domestic Software Tools License, continue until such date as HSA has ceased its Domestic ISP and web-hosting business activities, but in no event longer than June 30, 2002, and (ii) with respect to the International Software Tools License, continue for 3 years from the Closing Date.

7.2 Termination. Holdco may terminate this Agreement immediately upon written notice to HSA in the event that:

(a) HSA attempts to use, sublicense, subcontract, assign or convey any rights granted herein in any manner contrary to the terms of this Agreement, or take any other action inconsistent with or in derogation of Holdco's exclusive and proprietary rights in any of the intellectual property subject to this Agreement;

(b) HSA engages in any activity which infringes on or dilutes any of the CMB Intellectual Property rights; or

(c) HSA commits a material breach of any term, covenant or condition of this Agreement, unless said breach is cured to the reasonable satisfaction of Holdco within ten (10) days after receipt by HSA of notice and a description of the breach.

In addition, the Agreement shall immediately terminate if HSA files a voluntary petition under the United States Bankruptcy Code or the insolvency laws or any similar statute, law, rule or regulation of any country, territory, province or state; or has an involuntary petition filed against it under any such law, or a receiver appointed for its business, unless such petition or appointment of a receiver is dismissed within thirty (30) days.

7.3 Consequences of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, (a) HSA shall immediately cease its use of the Domestic Software Tools License, the International Software Tools License and all Intellectual Property rights related thereto and (b) HSA shall promptly return to Holdco all tangible and electronic manifestations of the Licensed Rights.

7.4 Remedies. In the event of any breach of this Agreement, the non-breaching party may bring any action against the breaching party and may seek any and all relief and remedies, including damages, injunctive relief and other equitable relief.

Article VIII
CONFIDENTIALITY

8.1 Confidential Information. Each party shall maintain in confidence all Confidential Information disclosed to it by the other party in connection with performing its obligations hereunder. The receiving party shall not disclose or make available to any third party or use such Confidential Information except for disclosure to such party's employees, vendors, contractors, subsidiaries and representatives and use only to the extent necessary to enable such

party to exercise its rights hereunder or as otherwise expressly authorized by this Agreement. The receiving party will use at least the same standard of care as it uses to protect its own most confidential information, which in no event shall be less than reasonable care, and will take reasonable steps to ensure that its employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. The receiving party will promptly notify the disclosing party upon discovery of any unauthorized use or disclosure of the Confidential Information of the disclosing party. With respect to all information exchanged after the Closing and within a reasonable time after disclosure, such information must be marked with an appropriate proprietary legend or identified as proprietary in order to be protected as Confidential Information hereunder unless the confidential nature of the Confidential Information is otherwise readily apparent.

8.2 Exceptions. The obligations of confidentiality contained in Section 8.1 will not apply to the extent that it can be established by the receiving party that such Confidential Information:

(a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; provided that this subparagraph (a) shall not apply to excuse HSA from its obligation of confidentiality with respect to otherwise Confidential Information included in the Licensed Rights;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement;

(d) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the disclosing party not to disclose such information to others.

8.3 No Derogation of Licensed Rights. Nothing herein or in any other agreement between the parties shall prohibit HSA from using Confidential Information of Holdco to the extent permitted by this Agreement or from disclosing Confidential Information of Holdco to the extent reasonably necessary in connection with the exercise of any of the Licensed Rights; provided that any recipient of Confidential Information in such manner is bound by an obligation of confidentiality with respect to such Confidential Information.

Article IX Assignment and Transfer

9.1 Subject to the provisions of this Article IX, neither this Agreement nor any of the rights, interests, obligations or privileges hereunder (including, without limitation, the licenses granted by Holdco hereunder) may be assigned, sold, transferred, shared or encumbered, by operation of law or otherwise, by HSA without the prior written consent of Holdco (it being further understood that, unless otherwise agreed in writing, no such assignment shall release HSA from any of its obligations or liabilities hereunder). An assignment or transfer requiring the

prior written consent of Holdco shall be deemed to occur upon any merger of HSA with or into any third party, any sale or transfer of twenty-five percent (25%) or more of any one class of stock, or any series of mergers, sales or transfers totaling in the aggregate twenty-five percent (25%) or more of any one class of stock, in HSA, except in the case of stock sales among existing shareholders in connection with any of the foregoing. If Holdco consents to any such assignment or transfer, Holdco agrees to engage in good faith negotiations with respect to a reasonable transfer or license fee for its requested consent to such assignment and/or renewal of the International Software Tools License. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.2 Upon expiration of the International Software Tools License or a merger, acquisition or divestiture with or to a purchaser of substantially all of the assets of the Retained International Business that is not a competitor of Holdco or its Affiliates and if Holdco consents to a renewal of the license or to the transaction, Holdco agrees to engage in good faith negotiations with respect to a commercially reasonable license renewal or transfer fee for such consent to renewal or transfer of the International Software Tools License, provided that HSA shall not be required to pay license fees on enhancements it may have created or derived from the International Intellectual Property Rights.

9.3 Holdco shall not, directly or indirectly, sell, transfer, assign, pledge, encumber, give, place in trust, or otherwise voluntarily or involuntarily dispose of any or all of the Software Tools, other than to a Person who agrees to be bound in writing by the terms of this Agreement (it being understood that, unless otherwise agreed in writing, no such assignment shall release Holdco from any of its obligations or liabilities hereunder).

9.4 Any attempted assignment in violation of the provisions hereof shall be void ab initio and the assignee shall obtain no rights by reason thereof.

9.5 Subject to the provisions of this Article X, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Article X
MISCELLANEOUS

10.1 Notices. All notices or other communications hereunder shall be in writing, signed by the party providing such notice, and shall be considered properly given or made and shall be deemed to have been duly given on the date of delivery, when delivered personally or transmitted and received by telecopier/facsimile transmitter, receipt acknowledged or confirmed during normal business hours, or in the case of registered or certified mail, return receipt requested, postage prepaid, on the date shown on such return receipt.

Any notices to HSA shall be sent as follows (or to such other address as HSA may specify in writing to Holdco):

High Speed Access Corp.
10901 West Toller Drive
Littleton, CO 80127
Attention: Daniel J. O'Brien
Telecopy No.: (720) 922-2805

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Howard Chatzinoff, Esq.
Telecopy No.: (212) 310-8007

Any notices to Holdco shall be sent as follows (or to such other address as Holdco may specify in writing to HSA):

Charter Communications Holding Company, LLC
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Curtis S. Shaw
Senior Vice President,
General Counsel and Secretary
Telecopy No.: (314) 965-8793

with a copy to:

Paul, Hastings, Janofsky & Walker LLP
399 Park Avenue
New York, NY 10022
Attention: John Turitzin, Esq.
Telecopy No.: (212) 319-4090

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

10.3 Relationship of the Parties. Neither party shall have any power or express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party in any manner whatsoever, including to any other contract, agreement or undertaking with any third party.

10.4 Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Further, if any provision of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between such provision any applicable law or public

policy, such provision shall be valid and enforceable to the extent such provision is consistent with such law or public policy.

10.5 Consent. When in this Agreement the consent or approval of any party is required with respect to any action of any other party, such consent may be withheld in the sole and absolute discretion of the party whose consent is so required unless otherwise expressly provided herein.

10.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all other pre-existing agreements, with respect to the matters expressly provided for in this Agreement. This Agreement may be amended or modified only by mutual agreement in writing signed by authorized representatives of both parties.

10.7 Remedies Cumulative. The rights and remedies of the parties hereto set forth in this Agreement shall, subject to the provisions hereof, be cumulative and nonexclusive of any other rights and remedies which either party may have pursuant to any other agreement, by operation of law, or otherwise.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

10.9 Descriptive Headings. The section and clause headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.10 License Agreement Controls. If any terms of this Agreement conflict with terms in the Purchase Agreement, the terms of this Agreement shall govern with respect to the resolution of such conflict.

IN WITNESS WHEREOF, HSA and Holdco have each caused this Agreement to be duly signed and delivered to the other party as of the date first written above.

HIGH SPEED ACCESS CORP.

By: /s/DANIEL J. O'BRIEN

Name: Daniel J. O'Brien
Title: President & CEO

HSA INTERNATIONAL, INC.

By: /s/ JOHN G. HUNDLEY

Name: John G. Hundley
Title: Director, Secretary

CHARTER COMMUNICATIONS HOLDING COMPANY, LLC

By: /s/ CURTIS S. SHAW

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel & Secretary

STOCK PURCHASE AGREEMENT

by and between

VULCAN VENTURES INCORPORATED

and

CHARTER COMMUNICATIONS HOLDING COMPANY, LLC

Dated as of September 28, 2001

SF/183452.7

EXECUTION COPY

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of September 28, 2001 by and between VULCAN VENTURES INCORPORATED, a corporation organized under the laws of the State of Washington ("Seller") and CHARTER COMMUNICATIONS HOLDING COMPANY, LLC, a limited liability company organized under the laws of the State of Delaware ("Purchaser").

RECITALS:

WHEREAS, Seller is the beneficial and record holder of 38,000 shares (the "HSA Shares") of Series D Senior Convertible Preferred Stock, \$.01 par value (the "Preferred Stock") of High Speed Access Corp., a Delaware corporation ("HSA"), which represents all of the Preferred Stock owned by Seller;

WHEREAS, Seller is a party to that certain Programming Content Agreement (the "Programming Agreement") dated as of November 25, 1998 by and between Seller and HSA;

WHEREAS, Seller is party to that certain Systems Access and Access Agreement (the "Access Agreement") dated as of November 25, 1998 by and among Seller, HSA, Purchaser and Marcus Cable, Inc.;

WHEREAS, Purchaser and HSA have entered into an Asset Purchase Agreement dated as of September 28, 2001 (as the same may be amended from time to time, the "Asset Purchase Agreement") that provides for the acquisition by Purchaser of certain of the assets of HSA used to provide broadband Internet access over cable and related services to residential and commercial customers of Purchaser and its Affiliates;

WHEREAS, Seller agrees to waive certain rights under the Programming

Agreement and Access Agreement and to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the closing of the transactions contemplated by the Asset Purchase Agreement, the HSA Shares on the terms and conditions hereinafter provided;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, the parties agree as follows:

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Article I.

TRANSFER OF SHARES AND WAIVER OF RIGHTS

Section 1.01. Sale and Transfer of HSA Shares. At the Closing provided for in Section 2.01, Seller shall sell the HSA Shares to Purchaser and Purchaser shall purchase the HSA Shares from Seller.

Section 1.02. Waiver of Rights under the Programming Agreement and Access Agreement. The parties acknowledge that the Full Turnkey Agreement and the Second NSA Agreement (as such terms are defined in the Asset Purchase Agreement) will terminate upon the closing of the transactions contemplated by the Asset Purchase Agreement (the "Asset Purchase Closing"). The parties further acknowledge and agree that the Programming Agreement and Access Agreement will terminate concurrently with the termination of the Full Turnkey Agreement and the Second NSA Agreement at the Asset Purchase Closing. Effective upon the Closing (as such term is defined below), Seller irrevocably and unconditionally waives any and all of its rights to delay, contest or set aside the termination of either of the Programming Agreement or Access Agreement or seek damages from Purchaser in connection with or as a result of the termination of either of such agreements, whether arising under the terms of either such agreements, common law, equitable principals or otherwise.

Section 1.03. Consideration; Payment. (a) Consideration. The consideration for the purchase and sale of the HSA Shares described in Section 1.01 above and the waiver of rights described in Section 1.02 above is Eight Million United States Dollars (\$8,000,000).

(b) Payment of Consideration. At the Closing Purchaser shall deliver to Seller the amount of Eight Million United States Dollars (\$8,000,000) in immediately available funds by wire transfer to Seller's bank account to be identified in writing by Seller to Purchaser at least two business days prior to the Closing.

Article II.

CLOSING AND TERMINATION

Section 2.01. Closing; Deliveries. The closing of the transactions provided for herein (the "Closing") shall occur at the offices of Paul, Hastings, Janofsky & Walker LLP, at 10:00 a.m. (New York City local time) immediately prior to the Asset Purchase Closing (the "Closing Date") or at such other place, time and date as may be agreed upon by Purchaser and Seller. At the Closing, (i) Seller shall deliver to Purchaser the HSA Shares set forth in Section 1.01 together with duly executed stock powers, and (ii) Purchaser shall deliver the consideration set forth in Section 1.03.

Article III.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that:

Section 3.01. Authority. Seller has full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement has been duly authorized by all requisite corporate action and is a valid and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws or judicial principals affecting creditors' rights generally or by general equitable principles.

Section 3.02. Organization. Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Washington.

Section 3.03. Ownership of HSA Shares. Seller is the lawful record and beneficial owner of the HSA Shares. The Seller owns the HSA Shares free and clear of all pledges, liens, charges, encumbrances, security interests and options (collectively, the "Encumbrances"), except for restrictions on transfer under Federal and state securities laws. Upon the delivery of the HSA Shares , together with duly executed stock powers, Purchaser will acquire all of Seller's right, title and interest in and to such HSA Shares, free and clear of all Encumbrances except for restrictions on transfer under federal and state securities laws and any Encumbrances arising through Purchaser. The HSA Shares represent, as of the date hereof, all of the Preferred Stock owned by the Seller.

Section 3.04. No Violation. Seller is not subject to or bound by any provision of any law, statute, rule, regulation, judgment, agreement, license or other instrument which would prevent it from consummating the transactions contemplated by this Agreement.

Article IV.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that:

Section 4.01. Authority. Purchaser has the full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all requisite corporate action and is a valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws or judicial principals affecting creditors rights generally or by general equitable principles.

Section 4.02. Organization. Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware.

Section 4.03. No Violation. Purchaser is not subject to or bound by any provision of any law, statute, rule, regulation, judgment, agreement, license or other instrument which would prevent it from consummating the transactions contemplated by this Agreement.

Section 4.04. Accredited Investor. Purchaser is an "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended), and is acquiring the HSA Shares for its own account and not with a view to a distribution in violation of such Act.

Article V.

CLOSING CONDITIONS OF PURCHASER

Purchaser shall not be required to consummate the transactions contemplated by this Agreement unless the following conditions shall be fulfilled:

Section 5.01. Representations and Warranties. Except as otherwise contemplated or permitted by this Agreement, (a) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the date hereof and as of the Closing Date and (b) Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

Section 5.02. Asset Purchase Consummated. The transactions contemplated by the Asset Purchase Agreement shall have been consummated.

Article VI.

CONDITIONS PRECEDENT OF SELLER

Seller shall not be required to consummate the transactions contemplated hereby unless the following conditions shall be fulfilled:

Section 6.01. Representations and Warranties. Except as otherwise contemplated or permitted by this Agreement, (a) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date and shall then be true in all respects, and (b) Purchaser shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied either of them prior to or on the Closing Date.

Section 6.02. Asset Purchase Consummated. The transactions contemplated by the Asset Purchase Agreement shall have been consummated.

Article VII.

SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Warranties and Covenants. The representations, warranties and covenants contained in this Agreement shall survive the Closing Date without limitation.

Article VIII.

MISCELLANEOUS

Section 8.01. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be mailed by first-class registered or certified airmail, return receipt requested, or nationally recognized overnight express courier postage prepaid, or by facsimile transmission and shall be deemed given when received (or upon facsimile confirmation) and shall be delivered as follows:

if to Seller, to:

Vulcan Ventures Incorporated
505 Fifth Avenue South, Suite 900
Seattle, WA 98104

Attention: William D. Savoy
Facsimile: (425) 453-1985

with a copy so mailed to:

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067
Attention: Alvin G. Segel, Esq.
Facsimile: (310) 203-7199

if to Purchaser, to:

Charter Communications Holding Company, LLC
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Curtis S. Shaw, Esq.
Facsimile: (314) 965-8793

with a copy so mailed to:

Paul, Hastings, Janofsky & Walker, LLP
399 Park Avenue
New York, NY 10022
Attention: John N. Turitzin, Esq.
Facsimile: (212) 319-4090

Section 8.02. Assignability and Enforceability. This Agreement shall be binding on and enforceable by the parties and their respective successors and permitted assigns. No party may assign any of its rights, benefits or obligations under this Agreement to any person or entity without the prior written consent of the other party.

Section 8.03. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall be construed as a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise expressly provided. No provision of this Agreement shall be deemed waived by a course of conduct including the act of Closing unless such waiver is in writing signed by all parties and stating specifically that it was intended to modify this Agreement.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all

prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

Section 8.05. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

Section 8.06. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect, and, in place of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 8.07. Further Assurances. Seller agrees to execute an instrument in writing acknowledging the cancellation of any rights to dividends with respect to the HSA Shares, whether such dividends are payable before, on or after the Closing Date in form and substance reasonably satisfactory to HSA, to be delivered upon the closing of the transactions contemplated by the Asset Purchase Agreement.

Section 8.08. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as to matters which are subject to the Delaware General Corporation Law, which shall be governed by such law, in each case without regard to the choice of law provisions thereof.

Section 8.09. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

Section 8.10. Termination. This Agreement shall automatically terminate if the Asset Purchase Agreement is terminated.

[Remainder of Page Intentionally Left Blank]

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

VULCAN VENTURES INCORPORATED

By: /s/WILLIAM D. SAVOY

Name: William D. Savoy

Title: Vice President

CHARTER COMMUNICATIONS
HOLDING COMPANY, LLC

By: /s/CURTIS S. SHAW

Name: Curtis S. Shaw

Title: Senior Vice President, General

Counsel & Secretary

SF/183452.7

VOTING AGREEMENT

VOTING AGREEMENT dated as of September 28, 2001 (this "Agreement"), by and among High Speed Access Corp., a Delaware corporation (the "Company"), Charter Communications Ventures, LLC ("CC Ventures"), Vulcan Ventures Incorporated ("Vulcan") and the directors of the Company listed on the signature pages hereof (the "Director Stockholders", and, together with CC Ventures and Vulcan, the "Stockholders").

RECITALS

WHEREAS, the Company and Charter Communications Holding Company, LLC ("HoldCo") have entered into an Asset Purchase Agreement, dated as of September 28, 2001 (the "Asset Purchase Agreement") pursuant to which HoldCo or one or more of its Affiliates (as defined in the Asset Purchase Agreement) has agreed to purchase certain assets and assume certain liabilities of the Company (the "Acquisition");

WHEREAS, each Stockholder has voting power with respect to the number of shares of common stock, par value \$0.01, of the Company (the "Common Stock") and Series D Senior Convertible Preferred Stock, par value \$0.01, of the Company (the "Preferred Stock", and, together with the Common Stock, the "Voting Stock") set forth opposite such Stockholder's name on Annex I hereto;

WHEREAS, as an inducement and a condition to entering into the Asset Purchase Agreement, the Company has required that CC Ventures and Vulcan enter into this Agreement; and

WHEREAS, as an inducement and a condition to entering into the Asset Purchase Agreement, HoldCo has required that the Company and the Director Stockholders enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Manner of Voting the Shares of Voting Stock. (a) Each Stockholder hereby agrees, severally and not jointly, that during the period commencing on the date hereof and continuing until this provision terminates pursuant to Section 5, at any meeting of the holders of shares of Voting Stock, however called, or in connection with any written consent of the holders of shares of Voting Stock, such Stockholder will vote (or cause to be voted) all of the shares of Voting Stock with respect to which it has voting power ("Voting Control"), whether heretofore owned or hereafter acquired, in favor of the adoption of a resolution approving the Asset Purchase Agreement, the transactions contemplated thereby and any actions required in furtherance thereof and

hereof and against any Acquisition Proposal (as defined in the Asset Purchase Agreement).

(b) No Stockholder shall enter into any agreement or understanding with any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity (each, a "Person") the effect of which would be inconsistent with or violative of the provisions of this Agreement.

(c) In the event of a stock dividend or distribution, or any change in the Voting Stock by reason of any stock dividend, stock split, recapitalization, reclassification, combination, exchange of shares, merger or the like, the term "shares" as used in this Agreement shall be deemed to refer to and include the shares as well as all such stock dividends and distributions and any shares or other securities into which or for which any or all of the shares may be converted, changed or exchanged.

Section 2. Representations and Warranties. Each of CC Ventures and Vulcan hereby represents and warrants to the Company, and each of the Director Stockholders hereby represents and warrants to the Company, CC Ventures

and Vulcan, as follows:

(a) Ownership of Shares. Such Stockholder has Voting Control with respect to all of the shares of Voting Stock listed opposite its name on Annex I hereto. Such Stockholder has the power to issue instructions with respect to the matters set forth in Section 1 hereof and power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the shares of Voting Stock listed opposite its name on Annex I hereto with no limitations, qualifications or restrictions on such rights (subject to applicable securities laws).

(b) Power; Binding Agreement. Such Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by it and constitutes a valid and binding agreement enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). There is no beneficiary or holder of a voting trust certificate or other interest of any trust of which it is settlor or trustee or any other person whose consent is required for the execution and delivery of this Agreement or the consummation by it of the transactions contemplated hereby.

(c) No Conflicts. None of the execution and delivery of this Agreement by it, the consummation by it of the transactions contemplated hereby or compliance by it with any of the provisions hereof will (i) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration)

under any of the terms, conditions or provisions of any declaration of trust, note, bond, mortgage, indenture, security or pledge agreement, voting agreement, stockholders' agreement or voting trust, license, contract, commitment, arrangement, understanding, agreement or other instrument or obligation of any kind to which it is a party or by which it or any of its properties or assets may be bound or (ii) violate any order, writ, injunction, decree, judgment, statute, rule or regulation applicable to it or any of its properties or assets; and which would, in either case, prevent or impair the ability of such Stockholder to perform its obligations under this Agreement.

Section 3. Reliance. Each of CC Ventures and Vulcan understands and acknowledges that the Company is entering into the Asset Purchase Agreement in reliance upon execution and delivery of this Agreement by CC Ventures and Vulcan. Each of the Director Stockholders understands and acknowledges that each of the Company and HoldCo are entering into the Asset Purchase Agreement in reliance upon execution and delivery of this Agreement by such Director Stockholder.

Section 4. Restriction on Transfer; Proxies; Non-Interference; Stop Transfers. Each Stockholder hereby agrees with each other Stockholder and the Company, severally and not jointly, as follows:

(a) Such Stockholder shall not, directly or indirectly, during the period commencing on the date hereof and continuing until this provision terminates pursuant to Section 5: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or grant or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the shares of Voting Stock with respect to which it has Voting Control ("Controlled Voting Stock") or any interest therein; (ii) except as contemplated by this Agreement, grant any proxies or powers of attorney, deposit any shares of its Controlled Voting Stock into a voting trust or enter into a voting agreement with respect to any of its shares of Controlled Voting Stock which would prevent or impair the ability of such Stockholder to perform its obligations under this Agreement; or (iii) take any action that would make any of such Stockholder's representations or warranties contained herein untrue or incorrect or have the effect of preventing or disabling such Stockholder from performing his or its respective obligations under this Agreement; provided, however, that (A) a Director Stockholder may transfer his shares of Controlled Voting Stock to a family member, trust, family limited partnership or pursuant to a similar estate planning arrangement, (B) CC Ventures may transfer its shares of Controlled Voting Stock to HoldCo or any controlled Affiliate of CC Ventures, and (C) Vulcan may transfer its shares of Controlled Voting Stock to HoldCo or any controlled Affiliate of Vulcan; provided, further, that prior to effecting any transfer permitted pursuant to clauses (A) through (C) above, the permitted transferee must agree in writing to be bound by the terms of this Agreement as if named as a party hereunder and such written instrument must have been delivered to the Company and CC Ventures.

(b) Without limiting the generality of Section 4(a) above, such Stockholder agrees and covenants to the Company that it shall not, during the period set forth in Section 4(a), request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing the shares of Controlled Voting Stock, unless such transfer is made in compliance with this Agreement.

Section 5. Termination. Except as otherwise provided herein, the covenants and agreements contained in Sections 1 and 4 hereof shall terminate as follows: (i) if the Asset Purchase Agreement is terminated in accordance with the terms thereof, upon such termination, (ii) if the Asset Purchase Agreement is amended in a manner that would require the Company to amend and recirculate a Proxy Statement relating to the Asset Purchase Agreement and the transactions contemplated thereby, upon the effective date of such amendment, and (iii) if the Acquisition is consummated, upon the Closing (as defined in the Asset Purchase Agreement). Notwithstanding anything to the contrary herein, the termination of this Agreement shall not relieve any party of liability for a breach hereof prior to termination.

Section 6. Stockholder Capacity. No Director Stockholder executing this Agreement makes any agreement or understanding herein in his capacity as a director or officer of the Company. Each Director Stockholder signs this Agreement solely in his capacity as a Person that has Voting Control with respect to all of the shares of Voting Stock listed opposite his name on Annex I hereto and nothing herein shall limit or affect any actions taken by a Director Stockholder in his capacity as a director or officer of the Company.

Section 7. Further Assurances. From time to time, at any party's request and without further consideration, each Stockholder and/or the Company shall execute and deliver such additional documents and take all such further lawful action as may be necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 8. Entire Agreement. This Agreement and the Asset Purchase Agreement (together with the Schedules and Exhibits thereto) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 9. Certain Events. Each Stockholder agrees that this Agreement and the obligations hereunder shall attach to its shares of Controlled Voting Stock and shall be binding upon any Person to which legal or beneficial ownership of such shares of Controlled Voting Stock shall pass, whether by operation of law or otherwise, including, without limitation, such Stockholder's heirs, executors, guardians, administrators, trustees or successors and, in the case of CC Ventures and Vulcan, their respective successors and assigns. Notwithstanding any transfer of shares of Controlled Voting

Stock which are the subject of this Agreement, the transferor shall remain liable for the performance of all obligations of the transferor under this Agreement.

Section 10. Assignment. Except in connection with a permitted transfer under Section 4(a), this Agreement shall not be assigned by any party hereto, by operation of law or otherwise, without the prior written consent of the other parties, and any purported assignment without such consent shall be null and void. All covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the respective successors, heirs and permitted assigns of the parties hereto.

Section 11. Amendments; Waivers. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 12. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, confirmed facsimile transmission, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any courier service providing proof of delivery. All communications hereunder shall be delivered to the respective parties at the following addresses: (i) if to the Company, to its address set forth in the Asset Purchase Agreement; and (ii) if to a Stockholder, to the address set forth under such Stockholder's name on Annex I hereto; or, in each case, to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 13. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, 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 to the fullest extent permitted by law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 14. Specific Performance. Each Stockholder recognizes and acknowledges that a breach by him or it of any covenants or agreements contained in this Agreement will cause the other parties to sustain damages for which they would not have an adequate remedy at law for money damages. Each Stockholder therefore agrees that in the event of any such breach the other parties shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such party may be entitled, at law or in equity.

Section 15. Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be

cumulative and not alternative, and the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

Section 16. No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 17. No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any Person who or which is not a party hereto.

Section 18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

Section 19. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

Section 20. Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Company and each Stockholder have executed and delivered this Agreement as of the date first above written.

HIGH SPEED ACCESS CORP.

By: /s/ Dan J. O'Brien

Name: Dan J. O'Brien
Title: President and CEO

CHARTER COMMUNICATIONS VENTURES, LLC

By: /s/ Curtis S. Shaw

Name: Curtis S. Shaw
Title: Senior Vice President,
General Counsel and Secretary

VULCAN VENTURES INCORPORATED

By: /s/ William D. Savoy

Name: William D. Savoy
Title: Vice President

/s/ Irving W. Bailey, II

Irving W. Bailey, II

/s/ Michael E. Gellert

Michael E. Gellert

/s/ David A. Jones, Jr.

David A. Jones, Jr.

/s/ Robert S. Saunders

Robert S. Saunders

/s/ Daniel J. O'Brien

Daniel J. O'Brien

ANNEX I

Stockholders	Class of Securities	Number of Shares
Charter Communications Ventures, LLC 12405 Powercourt Drive St. Louis, MO 63131 Attention: Curtis S. Shaw, Esq.	Common Stock Preferred Stock	None 37,000
Vulcan Ventures Incorporated 505 Union Station 505 Fifth Avenue South Suite 900 Seattle, WA 98104 Attention: William D. Savoy	Common Stock Preferred Stock	20,222,139 38,000
Irving W. Bailey, II c/o Chrysalis Ventures, LLC 1650 National City Tower 101 South Fifth Street Louisville, KY 40202	Common Stock Preferred Stock	1,306,000 None
Michael E. Gellert c/o Windcrest Partners 122 East 42nd Street 47th Floor New York, NY 10168	Common Stock Preferred Stock	365,026 None
David A. Jones, Jr. c/o Chrysalis Ventures, LLC 1650 National City Tower 101 South Fifth Street Louisville, KY 40202	Common Stock Preferred Stock	910,927 None
Robert S. Saunders c/o Chrysalis Ventures, LLC 1650 National City Tower 101 South Fifth Street Louisville, KY 40202	Common Stock Preferred Stock	117,604 None
Daniel J. O'Brien c/o High Speed Access Corp. 10901 W. Toller Drive Littleton, CO 80127	Common Stock Preferred Stock	1,220,000 None