



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE MEDIACOM COMMUNICATIONS)
CORPORATION SHAREHOLDERS) Consol. C.A. No. 5537-VCS
LITIGATION)

ORDER AND FINAL JUDGMENT

On this 27th day of June, 2011, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement, dated March 29, 2011 (the "Stipulation" or the "Settlement Agreement"), which is annexed as an exhibit hereto and incorporated herein by reference, and the terms and conditions of the settlement proposed in the Stipulation (the "Settlement") are fair, reasonable and adequate for the settlement of all claims asserted herein; and whether the Settlement should be approved by this Court and an order and final judgment should be entered in the above-captioned consolidated class action (the "Consolidated Action"); and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This order and final judgment (the "Order and Final Judgment") incorporates and makes part hereof the Stipulation filed with this Court on March 29, 2011, including Exhibits A-C thereto. Unless otherwise defined in this Order and Final Judgment, the capitalized terms in the Order and Final Judgment have the same meaning as they have in the Stipulation.
2. The mailing of the Notice of Pendency of Class Action, Proposed Settlement of Class Action and Settlement Hearing (the "Notice") pursuant to and in the manner prescribed in the Scheduling Order on Approval of Class Action Settlement and Class Certification entered on

April 13, 2011 (the "Scheduling Order"), which was mailed by first class mail on April 21, 2011 according to the proof of such mailing of the Notice to the Class filed with the Court by counsel for Defendants, is hereby determined to be the best notice practicable under the circumstances and in full compliance with Rule 23 of the Rules of the Court of Chancery, the requirements of due process and applicable law.

3. The Court finds that the Consolidated Action is a proper non-opt out class action, for settlement purposes only pursuant to Rules 23(a), 23(b)(1) and 23(b)(2) of the Rules of the Court of Chancery and hereby certifies the non-opt out Class as consisting of:

all record holders and beneficial owners of any Shares who held such stock at any time during the period beginning on and including May 31, 2010, through and including March 4, 2011, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, but excluding the Defendants and any firm, trust, corporation or other entity controlled by any Defendant.

4. Specifically, the Court finds that the Class satisfies the numerosity requirement of Rule 23(a)(1). As of January 14, 2011, there were approximately 40,973,139 Shares issued and outstanding held by hundreds of holders of record. There are common issues of fact and law that are sufficient to satisfy Rule 23(a)(2), including whether the disclosures made in the Proxy Statement in connection with the Proposed Transaction were adequate, whether the Defendants breached their fiduciary duties to the Class Members or aided and abetted any such breaches, and whether the Plaintiff in the Consolidated Action and Class Members were injured as a consequence of any of the Defendants' actions. The claims of the Class Representative are typical of the claims of the other Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Rule 23(a)(3).

The Class Representative and her counsel are adequate representatives of the Class, satisfying Rule 23(a)(4). The prosecution of separate actions by individual members of the Class would create a risk of inconsistent adjudications which would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of this Consolidated Action will influence the disposition of any pending or future identical cases brought by other Class Members, satisfying Rule 23(b)(1); and there were allegations that Defendants acted or refused to act on grounds generally applicable to the Class, satisfying Rule 23(b)(2).

5. The Settlement of this Consolidated Action as provided for in the Stipulation is approved as fair, reasonable and adequate and in the best interests of Plaintiff and the Class.

6. The Parties to the Stipulation are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

7. This Consolidated Action and all Released Claims are hereby dismissed on the merits and with prejudice, and without costs, in full and final discharge of any and all claims or obligations that were or could have been asserted in the Consolidated Action against the Defendants.

8. All Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations or other proceedings maintained by or on behalf of, any of the Plaintiff and all other Class Members, as well as and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote,

and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

9. Plaintiff and the Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding the Defendants and any firm, trust, corporation or other entity controlled by and Defendant, for good and sufficient consideration received, hereby shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, completely and forever released and discharged (i) Mediacom, Merger Sub, Rocco B. Commisso, Thomas V. Reifenheiser, Natale S. Ricciardi, Scott W. Seaton, Mark E. Stephan and Robert L. Winikoff, (ii) any Person or entity which is, was, or will be related to or affiliated with any or all of them or in which any or all of them has, had, or will have a controlling interest; and (iii) the respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing (consistent with

the Stipulation, the “Released Parties”) of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (as defined in the Stipulation), that Plaintiff or any or all other Class Members ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, against any of the Released Parties, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Mediacom), whether legal, statutory, equitable or of any other type or form, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Actions or the subject matter of the Actions in any court, tribunal, forum or proceeding, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Proposed Transaction, (ii) any deliberations or negotiations in connection with the Proposed Transaction, including the process of deliberation or negotiation by each of Mediacom, Mediacom’s board of

directors, the Special Committee, Commisso, Merger Sub, and any of their respective officers, directors, principals, partners, limited partners, stockholders, members or advisors, (iii) the consideration to be received by Class Members or by any other Person in connection with the Proposed Transaction, (iv) the Proxy Statement, or any other disclosures, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Proposed Transaction, including claims under the federal securities laws within the exclusive jurisdiction of the federal courts, (v) the fiduciary duties and obligations of the Released Parties in connection with the Proposed Transaction, or (vi) any of the allegations in any complaint or amendment(s) thereto filed in the Consolidated Action, including in any of its constituent actions (consistent with the Stipulation, the “Released Claims”); provided, however, that the Released Claims shall not include (x) the right to enforce the Settlement or (y) claims solely for statutory appraisal in connection with the Proposed Transaction pursuant to Section 262 of the General Corporation Law of the State of Delaware by Mediacom stockholders who properly perfect such appraisal claims and do not otherwise waive their appraisal rights.

10. Defendants and all Released Persons hereby shall be deemed to have, and by operation of this Order and Final Judgment shall have fully, completely, finally, and forever release, relinquish and discharge Plaintiff and Plaintiff’s Counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Consolidated Action (provided, however, that this release, relinquishment and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement or Settlement Agreement).

11. Plaintiff and all Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, are hereby permanently barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties.

12. Neither the Memorandum of Understanding ("MOU"), the Stipulation, nor this Order and Final Judgment, nor the facts or any terms of the Settlement, is to be considered in this or any other proceeding as evidence, or a presumption, admission or concession by any Party in the Consolidated Action, any signatory thereto or any Released Party, of any fault, liability or wrongdoing whatsoever, or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Consolidated Action, or any other actions or proceedings. Neither the MOU, the Stipulation nor this Order and Final Judgment is a finding or evidence of the validity or invalidity of any claims or defenses in the Consolidated Action or any wrongdoing by any of the Defendants named therein or any damages or injury to any Class Members. Neither the MOU, the Stipulation, nor this Order and Final Judgment, nor any of the terms and provisions thereof, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the settlement proceedings, nor any statements in connection therewith, may (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any

of the Released Parties, or of any infirmity of any defense, or of any damage to any Plaintiff or Class Member, (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Consolidated Action, or of any purported liability, fault, or wrongdoing of the Released Parties or of any injury or damages to any person or entity, or (iii) otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that (x) the Stipulation and/or this Order and Final Judgment may be introduced in any proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order and Final Judgment has *res judicata*, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and/or this Order and Final Judgment and (y) Plaintiff and Plaintiff's Counsel may refer to the final, executed version only of the MOU or Stipulation in connection with the Fee Application.

13. Plaintiff's Counsel in the Consolidated Action are hereby awarded attorneys' fees *and expenses* in the sum of \$ 3 million in connection with the Actions, which sum the Court finds to be fair and reasonable, and reimbursement of expenses in the amount of \$ 0. Such sums shall be paid solely by Mediacom (or its successor-in-interest) solely from the Settlement Payment pursuant to the provisions of the Stipulation. No counsel representing any Plaintiff in the Consolidated Action shall make any further or additional application for fees and expenses to the Court or any other court.

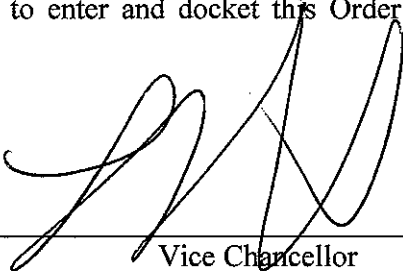
15. Without further order of this Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16. If the Effective Date does not occur or the Defendants withdraw from the Settlement pursuant to Paragraph 18 of the Stipulation, this Order and Final Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith except for Paragraph 12 hereof and Paragraphs 3, 18-19, 21, 25-30, 33, and 35 of the Stipulation, which shall survive any such termination or vacatur, shall be null and void, and the Parties returned, without prejudice in any way, to their respective litigation positions immediately prior to the execution of the MOU.

17. The binding effect of this Order and Final Judgment and the obligations of Plaintiff and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of the Fee Application.

18. Without affecting the finality of this Order and Final Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, consummation and enforcement of the Settlement and this Order and Final Judgment.

19. The Register in Chancery is directed to enter and docket this Order and Final Judgment.



Vice Chancellor

Dated: June 6, 2011