

MEDIACOM REALTY, LLC

AND

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

Dated as of:
August 1, 2011

Tax Map Number:
Section / Block / Lot Numbers:
54-1-6.21
54-1-6.22
54-1-8.21

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of August 1, 2011 (the "Lease Agreement"), is by and between **MEDIACOM REALTY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at c/o Mediacom Communications Corp., 100 Crystal Run Road, Middletown, New York 10941 (the "Company") and the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255 Main Street, Goshen, New York 10924 (the "Agency").

WITNESSETH:

The Company desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto (the "Leased Premises") pursuant to the terms contained herein (hereinafter, the "Lease Agreement"), during the term of a certain leaseback agreement between the Agency and the Company dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. Warranty of Title. The Company warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. Rent. The Agency agrees that it will pay to the Company, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. At the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company, pursuant to the terms and conditions of both this Lease Agreement and the Leaseback Agreement, in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, construction, renovation, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to any mortgages granted by the Company and the Agency in favor of a lender or lenders designated by the Company (the "Mortgagee") executed and delivered herewith and all further mortgages hereafter placed on the Leased Premises with the consent of the Agency and the any approved mortgagee, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 of the Leaseback Agreement.

10. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Leased Premises and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by a third party, by purchase or otherwise.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Orange County Industrial Development Agency
 255 Main Street
 Goshen, New York 10924
 Attn: Executive Director

With a Copy to: Philip A. Crotty, Esq.
 4 London Avenue
 New Windsor, New York 12553

And to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: Mediacom Realty, LLC
c/o Mediacom Communications Corp.
100 Crystal Run Road
Middletown, New York 10941
Attn.: Thomas Larson, Group VP, Legal & Public Affairs

With a copy to: Ronald S. Kossar, Esq.
402 East Main Street
PO Box 548
Middletown, New York 10940

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York or of Orange County, New York and neither the State of New York nor Orange County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights, as such term is defined in the Leaseback Agreement).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such

request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Agency, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.


12. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

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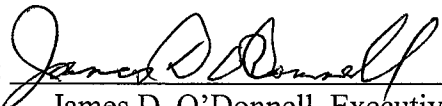
IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

MEDIACOM REALTY, LLC

By: Mediacom Communications Corporation

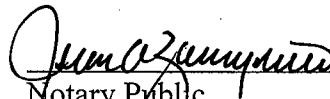
By: 
Thomas Larson, Group VP
Legal and Public Affairs

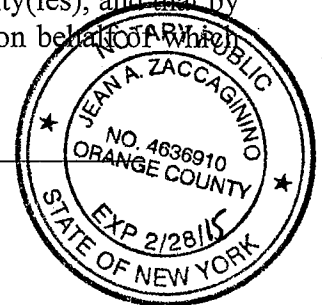
**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
James D. O'Donnell, Executive Director

State of New York)
County of Orange) ss.:

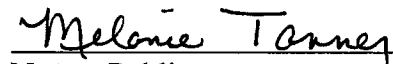
On the 15 day of August in the year 2011, before me, the undersigned, personally appeared **Thomas Larson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



State of New York)
County of Orange) ss.:

On the 11th day of August in the year 2011, before me, the undersigned, personally appeared **James D. O'Donnell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

MELANIE TANNER
Notary Public, State of New York
No. 4957059
Qualified in Orange County
Commission Expires October 10, 2013

EXHIBIT A

Legal Description of Leased Premises

PARCEL I - A TOWN OF BLOOMING GROVE, Section 54, Block 1, Lot 6.21

ALL that certain lot or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange, State of New York and being more accurately bounded and described as follows:

BEGINNING at a monument found in the northerly line of N.Y.S. Route 17, said monument being in line with a stonewall and lands reputedly of Thompson (Liber 1957 page 88) and being referenced N 89 degrees-42'-53" E 399.15 feet from a monument found, thence from said point of beginning and along said lands of Thompson and stonewalls the next nine (9) courses and distances:

- (1) N 21 degrees-38'-18" W 362.56 feet to a rebar set,
- (2) N 39 degrees-30'-26" E 235.71 feet to a rebar set;
- (3) N 37 degrees-11'-13" W 378.56 feet;
- (4) N 35 degrees-09'-02" W 109.38 feet to a pipe set;
- (5) N 17 degrees-32'-09" E 462.59 feet;
- (6) N 23 degrees-53'-52" E 227.46 feet to a rebar set;
- (7) N 3 degrees-11'-39" W 154.09 feet;
- (8) N 2 degrees-40'-50" W 293.18 feet to a rebar set;
- (9) N 84 degrees-32'-45" W 224.10 feet to a pipe set, thence continuing along the same lands reputedly of Read N 64 degrees-41'-58" W 119.63 feet to a pipe set, thence along lands reputedly of McCormick and along stonewalls N 51 degrees-55'-19" E 663.11 feet to a pipe set and S 83 degrees-06'-43" E 256.18 feet to a pipe set in the assumed southerly line of Old Mansion Road, thence crossing said road N 83 degrees-06'-43" E 16.35 feet and N 69 degrees 41'-16" E 38.57 feet to a pipe set, thence along the assumed northerly line of Old Mansion Road and the next three (3) courses and distances: (1) on a curve concave to the southwest with a radius of 950.00 feet and an arc length of 212.49 feet (chord S 26 degrees-41'-52" E 212.49 feet) (2) S 20 degrees-07'-06" E 50.00 feet, (3) on a curve concave to the northeast with a radius of 1595.00 feet and an arc length of 234.63 feet (chord S 24 degrees-20'-10" E 234.84 feet) to a rebar set, thence along lands reputedly of Crasa N 75 degrees-41'-54" E 1288.51 feet to a pipe set, thence continuing along the same and a stonewall N 6 degrees-46'-43" E 300.00 feet to a pipe set, thence along lands reputedly of Orange & Rockland Utilities and a stonewall and crossing a utility easement S 83 degrees-02'-23" E 1199.47 feet to a pipe set, thence along lands reputedly of Rieger Construction, Inc. and crossing a utility easement S 16 degrees-30'-56" E 547.71 feet to a pipe set, thence along lands reputedly of Clove Development Corporation and crossing a utility easement and westerly of blazed trees found S 28 degrees-40'-26" W 2262.06 feet to a monument found, thence S 33 degrees-43'-56" W 12.35 feet to a monument found, thence along the northerly line of Old Mansion Road as realigned the next eleven (11) courses & distances:

PARCEL I - A - continued

- (1) N 84 degrees-10'-00" W 25.78 feet to a monument found;
- (2) N 63 degrees-43'-54" W 295.35 feet to a monument found;
- (3) N 71 degrees-23'-08" W 260.74 feet to a monument found;
- (4) S 35 degrees-33'-01" W 7.66 feet;
- (5) crossing Old Mansion Road N 62 degrees-05'-18" W 321.37 feet;
- (6) S 46 degrees-10'-48" E 282.79 feet to a monument found;
- (7) S 58 degrees-11'-50" E 75.89 feet to a monument found;
- (8) S 55 degrees-32'-51" E 42.31 feet to a pipe set;
- (9) S 24 degrees-23'-13" E 17.95 feet to a pipe set;
- (10) S 3 degrees-35'-07" W 46.42 feet to a pipe set;
- (11) S 32 degrees 39' 53" E 69.62 feet to a pipe set, thence along the northerly line of Route 17 the remaining five courses and distances and along or near a wire fence:

- (1) N 84 degrees 41'-24" W 30.63 feet to a monument found;
- (2) N 86 degrees-55'-46" W 433.22 feet to a monument found;
- (3) N 86 degrees-39'-22" W 432.63 feet to a monument found;
- (4) N 87 degrees-01'-29" W 432.45 feet to a monument found;
- (5) S 87 degrees-51'-31" W 347.24 feet to the point of beginning

The above description including that portion of Old Mansion Road now previously dedicated to the Town of Blooming Grove and/or the State of New York, utility easements and a parcel of land to be retained by the present owner.

Subject to any other easements or agreements of record, if any and any municipal approval if necessary.

TO BE EXCEPTED FROM DESCRIPTION OF HUNTER FARM DESCRIPTION NORTH OF ROUTE 17.

ALL that lot or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange, State of New York and being more accurately bounded and described as follows:

Beginning at a pipe set in the northerly line of Old Mansion Road as realigned by Route 17, said pipe being the following three courses and distances from a monument found in the northerly line of Old Mansion Road and the westerly line of Clove Development Corporation (Liber 631 page 376 & Liber 632 page 539),

- (1) N 84 degrees-10'-00" W 25.78 feet to a monument found;
- (2) N 63 degrees-43'-54" W 295.35 feet to a monument found;
- (3) N 71 degrees-23'-08" W 239.52 feet to a pipe set (point of beginning), thence from said point of beginning and along said Old Mansion Road N 71 degrees-23' 08" W 21.22 feet to a

monument found and S 35 degrees-33'-01" W 7.66 feet, thence continuing along an assumed northerly line of Old Mansion Road N 54 degrees-26'-59" W 347.88 feet and N 45 degrees-22'-49" W 230.91 feet to a pipe set, thence through lands of the "Hunter Farm" N 32 degrees-54'00" E 566.78 feet to a rebar set, thence continuing through the same the remains two courses and distances: (1) S 57 degrees-33'-15" E (crossing a post and wire fence and a stonewall and over rebars set on line) 609.57 feet to a rebar set and (2) S 34 degrees-17'-08" W 621.89 feet to the point of beginning.

PARCEL I - B Town of Blooming Grove, part of Section 54, Block 1, Lot 6.21

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF BLOOMING GROVE, COUNTY OF ORANGE, STATE OF NEW YORK AND BEING MORE ACCURATELY BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a pipe set in the southerly line of N.Y.S. Route 17, said pipe being in line with a stone wall and lands reputedly of Thompson (Liber 1957 Page 88) and being referenced S 22 degrees 08' 17" E 319.00 feet from a monument found in the northerly line of N.Y. S. Route 17 (said referenced monument being the point of beginning for the northerly portion of Hunter Farm), thence from said point of beginning and along said line of Route 17 the next two (2) courses and distances: (1) S 88 degrees 19' 24" E (passing over a monument found on line at 333.25 feet) a distance of 680.00 feet to a pipe set, (2) S 89 degrees 43' 01" E 835.17 feet to a monument found, thence along lands reputedly of Old Museum Village and along a stonewall S 00 degrees 05' 07" W 296.15 feet to a rebar set at a fence intersection, thence along lands reputedly of Consolidated Rail Corporation S 73 degrees 37' 54" W 1071.99 feet to a wood stake found, thence along lands reputedly of K.L.T. Associates and along stonewalls N 8 degrees 37' 26" E 382.12 feet to a spike set, and N 7 degrees 26' 15" E 218.54 feet to a rebar set, thence continuing along the same the next five (5) courses and distances: (1) S 85 degrees 44' 20" W 138.46 feet, (2) S 83 degrees 46' 22" W 90.01 feet, (3) S 85 degrees 14' 09" W 94.88 feet, (4) S 87 degrees 33' 58" W 158.06 feet, (5) S 81 degrees 19' 19" W 61.36 feet to a rebar set, thence along said lands of Thompson and a stonewall N 23 degrees 14' 11" W 78.01 feet to the point of beginning.

PARCEL II - Town of Blooming Grove Section 54, Block 1, Lot 6.22

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF BLOOMING GROVE, COUNTY OF ORANGE AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a pipe set in the northerly line of Old Mansion Road as realigned by Route 17, said pipe being the following three courses and distances from a monument found in the northerly line of Old Mansion Road and the westerly line of Clove Development Corporation (Liber 631 Page 376 and Liber 632 Page 539):

- (1) North 84 degrees 10' 00" West 25.78 feet to a monument found;
- (2) North 63 degrees 43' 54" West 295.35 feet to a monument found;
- (3) North 71 degrees 23' 08" West 239.52 feet to a point set (point of beginning),

THENCE from said point of beginning and along said Old Mansion Road:

- (1) North 71 degrees 23' 08" West 21.22 feet to a monument found and
- (2) South 35 degrees 33' 01" West 7.66 feet, thence continuing along an assumed northerly line of Old Mansion Road;
- (3) North 54 degrees 26' 59" West 347.88 feet and
- (4) North 45 degrees 22' 49" West 230.91 feet to a pipe set;

THENCE through lands of the "Hunter Farm" North 32 degrees 54' 00" East 566.78 feet to a rebar set;

THENCE continuing through the same the remaining two courses and distances:

- (1) South 57 degrees 33' 15" East (crossing a post and wire fence and a stonewall and over rebars set on line) 609.57 feet to a rebar set and
- (2) South 34 degrees 17' 08" West 621.89 feet to the point of beginning.

PARCEL III - TOWN OF BLOOMING GROVE, Section 54, Block 1, Lot 8.21

BEING all that parcel of land in the Town of Blooming Grove, County of Orange and State of New York, described as follows:

BEGINNING at a point on the northerly boundary of Museum Village Road, said beginning point being the boundary between lands now or formerly of O'Donnell on the east and the party of the first part on the west, thence from said point of beginning North 17 degrees 36' 27" West 1539.04 feet along lands now or formerly of said O'Donnell, O'Connell, Perchuck and Rieger, to a point, thence South 28 degrees 40' 26" West 2262.06 feet along lands or formerly of Hunter to a highway monument on the northerly boundary of Old Mansion Road, and then along said boundary of Old Mansion Road, North 81 degrees 41' 21" East 387.33 feet, then a curve to the left having a radius of 250 feet, a distance of 261.76 feet to a highway monument in the westerly boundary of Museum Village Road, then North 30 degrees 47' 33" West 10.74 feet, then on a curve to the right along said westerly and northwesterly boundary of Museum Village Road having a radius of 850 feet a distance of 784.75 feet to a point, then continuing along said boundary North 84 degrees 39' 07" East 123.31 feet to a highway monument, then continuing along said road boundary, South 8 degrees 49' 14" East 5.00 feet to a highway monument, then North 89 degrees 14' 37" East 175.15 feet to the said lands of O'Donnell and the point of beginning.

BEING a portion of lands conveyed to Clove Development Corporation's predecessor by Amy M. Woodhull, et al, and recorded May 3, 1923 in the Orange County Clerk's Office at Deed Liber 631 page 376.

BEING known and designated as tax Lot 8.21, Block 1, Section 54, of the Town of Blooming Grove, County of Orange and State of New York.